

# COLLECTIVE AGREEMENT

Between

**IMPERIA PARKING CANADA CORPORATION**



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**SEIU LOCAL 2**  
*BREWERY GENERAL AND*  
*PROFESSIONAL WORKERS' UNION*



Effective: January 1, 2008

Expiry: December 31, 2011

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BETWEEN:

IMPERIAL PARKING LIMITED

(hereinafter called the "Company")  
of the first part

• and •

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 2 BGPWU

Chartered by the SEIU, AFL, CIO, CLC

(hereinafter called the "Union")  
of the second part

#### ARTICLE 1 - PURPOSE

**1.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

#### ARTICLE 2 - SCOPE AND RECOGNITION

**2.01** The Company recognizes the Union as the sole collective bargaining agent for all its employees in the greater Metropolitan areas of Toronto save and except supervisors, maintenance foremen and auditors, persons above the rank of supervisor, office staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

**2.02** Where the masculine pronouns used in this agreement, it shall mean and include the feminine pronoun where the context so applies.

#### ARTICLE 3 - MANAGEMENT RIGHTS

**3.01** The Union recognizes that it is the function of the Company to manage the affairs of its business and to direct the Company's personnel in compliance with the

provisions of the present labour agreement. The rights not limited herein remain within the jurisdiction of the Company.

- 3.02 The Union recognizes that the Company has the right to subcontract. Subcontracting does not mean a contract between an employee subject to this Agreement and the Company. No employee will be terminated, laid off or suffer a reduction in hours of work as a result of subcontracting.
- 3.03 For the purpose of maintaining discipline, customer service standards, reinforcing the security and economy of the operations and to protect persons and property for any other reasonable purpose, the Company has the right to make, change or alter from time to time the rules and regulations governing discipline in the buildings, premises and lots and the Company shall post the said rules and regulations to guide the behaviour of all employees in the said buildings, premises and lots. All employees shall be obliged to conform and adhere to the said regulations. If an employee is suspended or dismissed, he shall be advised in writing and a copy shall be remitted to the Union as soon as possible.
- 3.04 On request, the employee jointly with the Union delegate shall acknowledge receipt in writing of any disciplinary notice or any warning but the employee's signature shall in no way constitute an acceptance of the validity of the disciplinary measure or warning.
- 3.05 When unusual circumstances arise, after the normal shift commences, the Union recognizes that the Company may temporarily assign work to employees outside their regular classification, and the Company will advise the Union representative of such arrangements. Such reassignments will not occur for pre-planned absences except in the case of emergency circumstance.

#### ARTICLE 4 • UNION SECURITY AND COLLECTION OF DUES

- 4.01 The Company shall deduct and remit to the Union the amount of dues and initiation fee, as prescribed by the Union from time to time, commencing in the month following the second (2nd) month of employment.
- 4.02 The Employer shall deduct the Union dues from the first pay cheque of each employee each month and shall send all of the monies so collected to the **Secretary-Treasurer** of the Union on or before the 25th day of the month in which the deductions were made together with a list of the names, telephone numbers,

seniority dates and employment status and current addresses of the employees from whose pay cheques deductions have been made and, also the names and current addresses of any employees terminated or hired since the last payment. Such lists shall also contain their social insurance numbers.

**4.03** The Company shall not be liable in any way to the Union or to any employee for any error in deducting or failing to deduct or in remitting and in the event of any such error the Union and the employee shall adjust the matter between themselves without recourse against the Company.

**4.04** The Union shall indemnify and save the Company harmless from any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of the applications of this Article.

**4.05** No Discrimination  
The Company agrees that there shall be no discrimination against any bargaining unit employee based on race, religion, colour, sex, sexual orientation, age, national origin, number of dependants, political affiliation, physical handicap or activity in the Union.

#### **ARTICLE 5 - NO STRIKES - NO LOCKOUTS**

**5.01** The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs during the term of this Agreement. The meaning of the words "strike" and "lock-out" shall be defined as per The Labour Relations Act.

#### **ARTICLE 6 - UNION COMMITTEE AND STEWARDS**

**6.01** It is mutually agreed that where negotiations for the renewal of this collective agreement are conducted between the Company and the Union, the Union will elect or otherwise select a negotiating committee consisting of four (4) representatives, one of which shall be the Chief Steward. All members of the committee shall be regular employees of the Company who have completed their probationary period. The Company will reimburse these employees for time lost from working while negotiating with the Company up to and including conciliation.

**6.02** The Company will recognize a Union Administrative Committee which shall consist of a Chief Steward and six (6) stewards all selected from the members of the

bargaining unit, not more than two (2) of which committee members shall meet with the Management at any one time. The Company shall be advised of the names of members of this committee and shall be notified of any changes from time to time. All members of the committee shall be full-time employees of the Company who have completed their probationary period.

**6.03** The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties, and that all activities of the Committee will be carried **on** outside the regular working hours of the members hereof, unless otherwise mutually arranged.

**6.04** The privileges of the stewards to leave their work without loss of basic pay in accordance with the pay rate schedule outlined in this agreement to attend to Union business is granted **on** the following conditions:

- (a)** Such business must be between the Union and the Management. Employees having grievances cannot discuss these with the stewards in working hours, except in the case of a discharged employee.
- (b)** The **time** shall be devoted to the prompt handling of necessary Union business.
- (c)** The steward concerned shall obtain the permission of the supervisor concerned before leaving his work. Such permission shall not be unreasonably withheld.
- (d)** The time away from productive work shall be reported **in** accordance with time keeping methods of the department in which the steward is employed.
- (e)** The Company reserves the right to limit such time if it deems the time so taken to be excessive.
- (f)** The **Union** will provide to the Company an updated Union Representative annually listing, identifying the names, phone numbers and time schedules for each Steward.

**6.05** At the time that a bargaining unit member is served with a letter of suspension or **discharge**, the employee shall have the right to request the presence of a shop steward, and the employee shall be advised of this right in advance. The parties agree that in cases of violence or theft, the company shall have the right to

discharge an employee without the immediate presence of a shopsteward. The employee still retains his full rights under the grievance and arbitration provisions of the agreement.

**6.06** Access to Personal Files

Employees shall have access to their personal files within normal office business hours. The original contents of the files shall not be removed. The Company may require ~~forth-eight~~ **(48)** hours notice to arrange access to the file.

(a) Any employees accessing their personal file will be required to sign off on the sign in sheet prior to the viewing of the employee file.

**6.07** The Company shall provide three **(3)** days of Paid Education Leave per elected or appointed steward per year of contract.

## ARTICLE 7 -GRIEVANCE PROCEDURE

**7.01** The parties to this agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of the agreement as quickly as possible.

**7.02** No grievance shall be considered where the events giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance.

**7.03** Grievances properly arising under this agreement shall be adjusted and settled as follows:

Step No. 1

An employee having a grievance shall refer it in writing to his immediate supervisor. The supervisor shall reply to the employee, giving the answer to the complaint or questions within five (5) working days from the date of submission.

Step No. 2

If further action is then to be taken, then within five (5) working days after the decision is given in Step No. 1, the employee, who may request the assistance of his or her steward shall submit the grievance in writing to the district manager. A meeting will then be held between the district manager or his designated representative and the employees at a mutually agreeable time. It is understood that at such a meeting the district manager or his designated representative may

have such counsel and assistance as he may desire and that the employee may have his steward and that the business agent of the Union or an International Representative of the Union may also be present at the request of either the employee or the Company. The decision of the district manager or his designated representative shall be given in writing within five (5) working days following the meeting.

**Step No. 3**

Should the district manager or his designated representative fail to render his decision as required in Step No. 2 or failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to arbitration by either the Company or the Union. If no written request for arbitration is received within five (5) working days after the decision under Step No. 2 is given or within ten (10) working days following the meeting under Step No. 2 of the grievance procedure, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

**7.04** Any of the time allowances above may be extended by mutual agreement of the parties in writing.

**7.05** In determining the time within which any action is to be taken or completed under the terms of this agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

**ARTICLE 8 - DISCHARGE CASES**

**8.01** A claim by an employee who has completed the probationary period that he has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the district manager at Step No. 2 of the grievance procedure within five (5) working days after the employee ceases working for the Company. Such special grievances may be settled by:

- (a) confirming the Management's action in dismissing the employee, or
- (b) reinstating the employee with full agreed compensation for time lost, or
- (c) any other arrangement which is just and equitable in the opinion of the



conferring parties or the Board of Arbitration.

- 8.02** When an employee has been dismissed without notice he shall have the right to be interviewed by his steward for a reasonable period of **time** before leaving the premises.

#### ARTICLE 9 - COMPANY GRIEVANCE

- 9.01** The Company may institute a grievance in writing at Step No. **2** of the grievance procedure by forwarding a written statement of said grievance to the **business** agent of the Local Union, providing it is presented within ten **(10)** working days after the **circumstances** giving rise to the grievance have originated or occurred; the business agent of the local Union shall give his decision in writing five (5) working days after receiving the written grievance and, failing settlement, the grievance may be referred to arbitration by the Company in accordance with Step No. **3** of the grievance procedure.

#### ARTICLE 10 - ARBITRATION

- 10.01** When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party to this agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall within ten **(10)** days thereafter designate its nominee to the Board of Arbitration. The two so nominated shall endeavour within ten **(10)** days after the appointment of the second of them to agree upon a third person to act as Chairman of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairman within ten **(10)** days after the appointment of the second one of them, then either party may request the Labour Management Arbitration Commission for the Province of Ontario to appoint a third member and Chairman of the Board of Arbitration.
- 10.02** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 10.03** Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own arbitrator and one-half of the expenses and fees of the Chairman.

- 10.04** The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only interpret and apply this agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this agreement, including a question as to whether a matter is arbitrable shall be arbitrable.
- 10.05** The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority, the decision of the Chairman shall govern.
- 10.06** All agreements reached under the grievance and arbitration procedures between the Company and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.
- 10.07** Any grievance involving the interpretation or application, administration or alleged violation of this agreement which has been disposed of hereunder shall not be made the subject of another grievance. No costs of any arbitration shall be awarded to or against any party.

## **ARTICLE 11 - SENIORITY**

- 11.01** A new employee shall be known as a probationary employee until he has worked ninety (90) days. It is agreed that the dismissal or layoff of a probationary employee shall not be made the subject of a grievance.
- (a) Seniority shall be defined as length of continuous employment with the Employer in the following groups within the bargaining unit:
  - (b) Full-time is defined as employees working more than twentyfour (24) hours per week.
  - (c) Part-time is defined as employees working twentyfour (24) hours or less per week.
- 11.02** The seniority of an employee who has completed the probationary period shall date ninety (90) days for part-timers days prior to the date on which the employee completed his probationary period.

**11.03** In all cases of promotion, demotion, transfer, layoff and recall, the Company shall consider the following factors and where, in the judgement of the Company, factor (b) is relatively equal as between two (2) or more employees, seniority shall govern:

- (a) seniority;
- (b) ability to perform work.

**11.04** A seniority list showing the employee's name, date of hire, number with the Company, job classification and status shall be made up by the Company in January and July of each year. One (1) copy shall be posted on the bulletin board and one (1) copy shall be supplied to the Union and one (1) copy for the committee members. Any error in the said list shall be taken up with the Company within one (1) week after the list has been posted after which it shall be considered to be final.

**11.05** An employee's seniority and employment shall be terminated for any of the following reasons:

- (a) voluntary resignation;
- (b) discharge for just cause, and the discharge is not reversed through grievance procedure;
- (c) except for those employees covered by Article **11.05(d)** is off work in excess of twelve (12) months or length of seniority, whichever is less;
- (d) is off work in excess of twenty (24) months or length of seniority, whichever is less, due to a continuous outside illness or accident or for WSIB which is confirmed by a doctor's certificate;
- (e) absence for (3) three consecutive working days without notifying the Company, unless a reason satisfactory to the Company is given in which case such employee shall be deemed to have quit the employ of the Company without notice;
- (f) failure to notify the Company of intention to return to work within (48) forty-eight hours of being notified of recall by registered mail or failure to

return to work within three (3) calendar days after being notified of recall. Registered mail sent to the most recent employee's address on his employment file shall be interpreted as proper notice. For purposes of recall it shall be the responsibility of the employee to keep the Company informed of his current address.

- (g) If an employee is laid off and not recalled to work for a period extending beyond (12) twelve consecutive months.
- (h) Proven theft is subject to immediate dismissal subject to the employee's right to grieve whether such theft occurred.
- (i) As a casual employee, fails to work offered shifts according to their availability for sixty (60) consecutive days, other than for legitimate illness, injury or approved Leave of Absence.

#### **11.06 Layoff**

- (a) In the case of a work shortage requiring a layoff, employees shall be laid-off in reverse order of their seniority with the employer, provided the remaining employees are fully qualified, as determined by Management, and able to do the work which is available.
- (b) An employee about to be laid off may bump a junior employee provided the requirements set out in **11.06(a)** are met.
- (c) An employee who is subject to layoff shall have the right to accept the layoff or exercise his/her rights under **11.06(b)** within three (3) business days.
- (d) An employee who accepts layoff will be required to accept recall when offered in order to maintain his/her seniority with the company. The Company shall provide at least two (2) weeks of notice to the affected employee, wherever possible.

**11.07** Notwithstanding any other provisions of the collective agreement part-time employees will be laid off before regular full-time hours of work are reduced on a location to location basis.

The part-time complement of workers will not be increased at the expense of full-time positions.

**11.08 Bankruptcy - Cessation of Operations**

In the case of the bankruptcy or cessation of operations of the Company, the Company shall give at least three (3) months notice to the Union and the affected employees or such greater notice as may be provided for under applicable legislation.

**11.09 Recall**

- (a) Employees shall be recalled in reverse order of lay-off provided that such employees are fully qualified and able to do the work which is available.
- (b) No new employees shall be hired until employees on lay-off have been given full opportunity of recall in accordance with this article and pursuant to paragraph 11.05(g).
- (c) It shall be the responsibility of the employee to keep the Company advised at all times of his/her current telephone number and address.

**ARTICLE 12 - TRANSFERS**

**12.01** When an employee is temporarily assigned to work on a job which carries a higher rate of pay than the employee's regular job, the employee will be paid at the higher rate for the full day provided he works at the temporary job for a minimum of one (1) hour in that day.

**12.02** When it is necessary to transfer an employee temporarily from his regular job to another which normally carries a lower rate of pay, the rate of the employee's regular job will be paid.

**12.03** Should, however, an employee be transferred to a lower paying classification in preference to temporary layoff due to lack of work, the said employee shall then be paid the classification wage rate of the temporary job to which he has been temporarily transferred.

**12.04** Any employee who wishes to be considered for a transfer or vacancy shall so inform the personnel office in writing. These requests shall remain on file, unless replaced by an application to any other posting

**12.05** In the event a lot ceases to operate the following options will prevail.

- (a) Where at all feasible the Employer will attempt to place the displaced employee **on** the requested shift(s) with due regard to seniority.
- (b) If this proves impossible then the employee will be offered alternative employment in accordance with Article **11.06**.
- (c) If the employee is unwilling or unable to accept the position offered in (b) he **will** be placed **on lay off** status and recalled when a position **on** the shift(s) he has chosen becomes available.
- (d) If the employee decides to forego a preferential shift as per (c) he will inform the Employer in writing and be offered the next available position when available.

**12.06** The Company shall have the right from time to time to transfer any employee or employees from one building, premises and/or lot to another and/or exchange any employee and/or employees from different buildings, premises and/or lots.

Seniority will be considered in any such transfer and the Employer will advise the employee of the reason for the transfer and the Employer will not make such transfer in an arbitrary, discriminatory or retaliatory manner

This is not to infer that members can be moved at the asking of the property manager and any movement for reasons other than just cause, layoff, shift coverage shall not be tolerated.

The Company will endeavour to provide at least one **(1)** week of notice to the affected employee, unless impractical, but in cases other than emergency shall provide at least twenty-four hours notice.

**12.07** When employees voluntarily change classifications or departments within the bargaining unit, they shall retain all continuous seniority earned in all departments for the purpose of layoff and vacation entitlement, wages and other provisions of the Collective Agreement. Departments are defined as Maintenance and Operations. If an employee does not meet the **requirements** of the new classification during the first forty calendar days period, the employee will be returned to his previous classification and will maintain his accumulated seniority in this returning classification.

## ARTICLE 13 -JOB POSTING

**13.01** In the case of a job vacancy, a written notice of the vacant position will be provided to all eligible employees who have written to the personnel office in accordance with Article **12.04** and a copy of such notice will be sent to the union, in order to give all employees who are interested an opportunity to bid for the job. The Company reserves the right to decide if and when the vacancy is to be filled even after it has been posted and a successful candidate selected.

All internal job postings shall be posted in each location and available online for seven calendar days.

## ARTICLE 14 - BULLETIN BOARD

**14.01** The Company agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board at the Human Resources office or such other location as may be designated by the Company after notice to the Union. It is agreed that no notice will be posted on the bulletin board without prior written approval by the Company.

**14.02** The Company will post submitted and approved Union material on a Union Bulletin Board or in a Union Binder. The Company may decide to place such material on the employee's pay stub.

- (a)** All union notices must be received by the Company's Personnel Office for Toronto at least one (1) week before pay day in order to be given to the employees.
- (b)** The Company shall not guarantee the receipt of such notices and shall not be responsible for any loss of or damage to such notices.
- (c)** These notices shall be signed by a duly authorized Union representative.
- (d)** Such posted documents shall not contain any remarks directed against the parties involved, their members or their representatives.

## ARTICLE 15 - LEAVE OF ABSENCE

**15.01** The Company may grant a request for a leave of absence without pay for extenuating personal reasons provided that it receives at least one week's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Company's business. Applicants when applying must indicate the date of departure and specify the date of return.

Requests for leave shall be made to the District Manager. If the request is denied, the manager or his designate will state specifically why the request has been denied and if possible the employee will be informed of an available time period when the leave may be approved.

**15.02** If leave of absence is granted, the employee shall be advised in writing with copy to the Union.

**15.03** (a) An employee who has been granted a leave of absence of any kind, and who overstays his leave, unless he obtains permission in writing and provides detailed reason of extenuating circumstances, shall be considered to have terminated his employment without notice.

(b) In emergency circumstances extensions for Leaves of Absences must be submitted to the Human Resources office and done in writing prior to the expiration of the granted original leave with supporting documentation for request.

**15.04** Leave of absence for maternity and parental leave without pay shall be granted in accordance with the Employment Standards Act of Ontario.

**15.05** Emergency Leave - As per the Employment Standards Act of Ontario, an employee shall be entitled to ten (10) unpaid emergency leave days for the purpose of addressing:

(a) a personal illness, or injury or medical emergency;

(b) the death, illness, injury or medical emergency of an individual as it applies to the employee's spouse, parent, step-parent, foster parent, child, step-child or foster child, grandparent, step-grandparent, grandchild or step-grandchild or the employee's spouse;



- (c) spouse of a child of the employee, the employee's brother or sister and a relative of the employee who is dependant on the employee for care or assistance.

If an employee takes only part of a day as Emergency Leave, it shall count as a **full** day of leave.

- (i) An employee must inform the Employer that she shall be taking an Emergency Leave of Absence. If an employee has to begin an Emergency Leave before notifying the Employer, the employee must inform the employer as soon as possible.
- (ii) The Employer is allowed to ask an employee to provide proof that she is eligible for an Emergency Leave of Absence.

#### **15.07** Family Leave

- (a) The Employer shall grant Family Medical Leave to full-time, part-time, permanent or contract employees who will be providing care or support to a family member who has serious medical condition and is in significant risk of dying.
  - (i) Family Medical Leave is unpaid for a period of eight weeks in a twenty-six (**26**) week period.
  - (ii) Family Medical Leave can last up to eight (8) weeks and must be taken in full week periods, not days.
  - (iii) The employee may not remain on leave after the week in which the family member's death occurs, or in any event, after the twenty-six period referred to in the medical certificate.
- (b) Under the Employment Insurance Act, six (6) weeks of employment insurance benefits called "compassionate care benefits" shall be paid to E.I. eligible employees who have to be away from work temporarily to provide to a family member who has a serious medical condition with a significant risk of death within twenty-six (**26**) weeks and who requires care and support from one or more family members.
- (c) "Family member" includes the employee's spouse, (including common-law

or same sex spouse); a parent, step-parent or foster parent of the employee; a child, step-child or foster child of the employee or the employee's spouse.

- (d) An employee who intends to take a Family Medical Leave shall:
  - (i) Provide written notice to the Employer. An employee, who must begin the leave before providing written notice, is required to provide written notice as soon as possible after commencing the leave.
  - (ii) The employee must provide a certificate from a qualified health practitioner confirming that a family member has a serious medical condition and is in significant risk of dying within a period of twenty-six (26) weeks.
- (e) The Employer shall:
  - (i) Continue to pay the Employer's share of the premiums to certain benefits (i.e. R.R.S.P. plans, life and extended health insurance plans and dental plans) that were provided to the employee before the leave.
  - (ii) Include the period of the leave in calculating the length of the employee's employment for seniority and other purposes such as access to all collective agreement entitlements.
  - (iii) Reinstatement of the employee to the same position after the leave or to a comparable position if the employee's position no longer exists.
- (f) There is no limit on the number of family medical leaves an employee may take and there is no specified period of time that an employee must work between successive leaves.
- (g) Employees are entitled to take more than one leave in respect of the same family member if a health practitioner issues another Certificate (whether the employee would be eligible for any further E.I. benefits would be a matter to be determined by the Federal Employment Insurance Commission).
- (h) An employee may be entitled to both Emergency Leave and Family Medical

Leave. They are separate leaves and the right to each leave is Independent of any right an employee may have to the other leave. An employee who qualifies for both leaves would have full entitlement to each leave.

**15.08** The Company shall grant leaves of absence without pay to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that in making requests for leave of absence that it does not unduly affect the proper operations of the Company's business. No leave will be granted to two or more employees working at the same location. Leaves of absence will be granted according to the following conditions:

- (a) Leaves of absence will not be requested for more than three (3) employees in any calendar year.
- (b) No employees will be granted more than three (3) leaves of absence in any calendar year.
- (c) No leave of absence will be for more than seven (7) days.
- (d) The cumulative leave of absence under this article will not exceed twenty-eight (28) days in any calendar year.

For such leave of absence the Union must give fourteen (14) days clear notice to the Company in writing.

#### ARTICLE 16 - BEREAVEMENT

**16.01** In the event of a death in the immediate family, an employee shall be granted upon request three (3) consecutive days bereavement leave, without loss of regular earnings. "Immediate family" shall mean father, mother, child, spouse, brother, sister, grandparent and grandchild.

**16.02** In the event of the death of an employee's father-in-law, mother-in-law, son-in-law or daughter-in-law, employees upon request, shall be granted, without loss of regular earnings, one (1) day bereavement leave.

**16.03** The employer may request proof of bereavement.

**16.04** Where an employee is on vacation and would, but for being on vacation, be

entitled to bereavement leave, the employee will be granted the applicable bereavement leave period which will be added to and commence immediately upon conclusion of the employee's vacation.

#### ARTICLE 17 • HOURS OF WORK AND OVERTIME

- 17.01** The following is intended to define the normal hours of work for the full time employees but shall not be interpreted as a guarantee of hours of work per day or per week, or of days of work per week.
- 17.02** The normal workweek shall be forty-four (~~44~~) hours a week, ten (~~10~~) hours per day for a total of forty-four (~~44~~) hours per week depending on the time schedule or shift arrangement of such employee. An employee shall receive payment at the rate of one and one-half times his regular hourly rate for all work performed on any of the holidays set out in Article 21 in addition to any holiday pay to which he may be entitled. Night shift premiums shall be considered part of the regular hourly rate for employees who normally receive these premiums.
- 17.03** All work after forty-four (~~44~~) hours of work per week or after ten (~~10~~) hours per day shall be compensated on the basis of time and one-half. The Company will endeavour to distribute the opportunity to work overtime on an equitable basis among the employees in the applicable job classification.
- 17.04** No disciplinary action can be taken against any employee for refusing to work overtime for a legitimate and reasonable explanation which shall be given in advance to the Company.
- 17.05** If any employee is asked to work overtime on any scheduled day off, such overtime shall be for a minimum of four (~~4~~) hours.
- 17.06** Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked but may take time off equivalent to overtime by mutual agreement.
- 17.07** Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.
- 17.08** Work schedules covering a two-week period will be posted as far in advance as possible.

- 17.09** When the employee is required to deposit the revenue collected during his shift, and, he will be permitted up to a maximum of thirty (30) minutes, past the end of their normally scheduled shift, paid at their regular rate of pay, to a maximum of thirty (30) minutes, except where the time exceeds the Intent of Article 17.02, and the forty-four (44) hours per week. If a safety deposit drop box is available on site, to make the deposit, they will be paid to the end of his shift. All employees are required to make their deposits immediately following the end of their shift, unless they have demonstrated just cause to the Supervisor.
- 17.10** There shall be a minimum turn around of 12 hours between the end of one shift and the start of the next. Where this requirement is not met, overtime payments will be made for the entire second shift.
- 17.11** The parties agree that supervisors will not perform bargaining unit work if such work results in the lay off or reduction of earnings of a bargaining unit member.
- 17.12** All employees shall have a paid one-half (1/2) hour meal period on each shift of five (5) hours or more, unless a lunch break is taken.
- \* Note: In situations of more than nine (9) hours worked or more, the monetary meal allowance will be paid as normal, if the employee is asked to work the day before. If the employee is asked on the same day of work, then the employee shall be allowed time away to get food if asked to stay over.
- 17.13** No full-time employee shall be scheduled to work less than five (5) hours in a shift without the agreement from the employee
- 17.14** Cashiers will not be held solely responsible for shortages if more than one (1) person handles the same cash for the duration of the shift.

#### **ARTICLE 18 - REPORTING ALLOWANCE**

- 18.01** If an employee reports for work at the regularly scheduled time for his shifts and no work is available such employee will be entitled to a minimum of four (4) hours pay at the employee's regular rate of pay provided that:
- (a) the employee has not been previously notified by the Company to the contrary, either orally or by message left at the employee's residence;

- (b) if requested by the Company the employees shall perform a minimum of four (4) hours of such available work as the Company may assign.

**18.02** Article **18.01** shall be waived and not binding upon the Company in case of any labour dispute or emergency such as fire, flood, etcetera, and power shortage which disrupt the *operation* of the *business* nor shall it apply to employees returning to work without *notice* after absence.

#### ARTICLE 19 - CALL BACK PAY

**19.01** An employee called back to work after a completed day's work (10 hours) shall be credited with one (1) hour's pay at his regular rate of pay upon reporting back to work. For working time, the employees shall receive that hour and all time worked to be paid at the overtime rate within a minimum of two (2) hours.

#### ARTICLE 20 - PAY DAYS

**20.01** The Company agrees that wages will be paid bi-weekly on Friday during the working hours.

**20.02** Upon termination or layoff the employee will be paid his final pay and his vacation pay on the regular pay day for that pay period within which he terminated or was laid off if possible.

**20.03** The job classification for each employee shall be shown on his weekly payroll advice notice.

**20.04** Any discrepancies in paycheck of forty (\$40.00) dollars or more will be paid within three business days or less by check to the employee by the Company.

#### ARTICLE 21 - PAID HOLIDAYS

**21.01** All employees shall receive the following holidays with pay.

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

**21.02** Where one of the abovenamed paid holidays falls on a Saturday or Sunday an alternative day may be designated by the Company as the paid holiday.

**21.03** Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his regular rate of pay.

Statutory holiday pay will be calculated in accordance with the Employment Standards Act, Ontario for all part-time and casual employees.

**21.04** (a) In order to be entitled to payment for a holiday, an employee must have worked the full scheduled working day immediately preceding the holiday and the full scheduled working day immediately following the holiday provided that an employee who fails to so work due to layoff or illness which was verified to the satisfaction of the Company, shall not thereby be disqualified from receiving holiday pay provided he has worked on one or more of the five (5) working days prior to the holiday and returns to work on any of the five (5) working days following the holiday.

(b) When required to work on any of the above-noted public holidays, an employee will receive time and one-half his or her regular wages for the work done on the holiday and be given an extra day off with pay within sixty (60) days prior to or following the public holiday. The employee may submit their choice in writing, five (5) days prior to the Paid Holiday to the Employer that they be granted a specified lieu day off within the time limits referred to above and the Company will endeavour to comply with such request, subject to its operational requirements.

(c) Paid Holidays shall be paid as per above if the majority of hours fall within the physical date i.e. - 11:00 p.m. to 7:00 am

**21.05** An employee scheduled to work on a holiday and who does not report for work shall forfeit his holiday pay unless the absence is due to illness verified to the satisfaction of the Company in which case the employee will receive holiday pay as stipulated in Article **21.01**.

**21.06** If one of the above named holidays occurs on an employee's regular day off or during his vacation period, the employee shall receive an additional day off in lieu thereof or the employee shall receive a day's pay at the option of the employee.

**21.07** If the employee works on a paid Holiday and chooses the option for another day lieu of, the Employer and the Employees shall reach a mutual agreement for the placement of that day and payment within three (3) months of the Holiday. Payment on the Statutory day worked is one and one half (**1½**) times their normal rate, and the payment on the placed Lieu Day shall be the employee's normal scheduled rate and shall show as a Statutory payment on their pay receipt.

## **ARTICLE 22 -VACATIONS**

**22.01** For the purpose of calculating eligibility, the vacation year shall be the period from May 1st in any year to April 30th of the following year.

**22.02** Employees with one (**1**) year of service on or before the cut off date of the current year shall receive two (**2**) weeks (**10** days) Vacation. Vacation pay for such employees will be **4%** of gross earnings for the vacation period.

**22.03** Employees with four (4) years of service on or before the cut off date of the current year shall receive three (3) weeks (**15** days) vacation. Vacation pay for such employees will be **6%** of gross earnings for the vacation year.

**22.04** Employees with eight (8) years of service on or before the cut off date of the current year shall receive four (**4**) weeks or (**20** days) vacation. Vacation pay for such employees will be **8%** of gross earnings for the vacation year.

**22.05** Employees with fifteen (**15**) years of service on or before the cut off date of the current year shall receive five (**5**) weeks or (**25** days) vacation. Vacation pay for such employees will be **10%** of gross earnings for the vacation year.

**22.06** Vacation pay shall be paid to all employees in advance of their vacation.

**22.07** Each employee shall notify the Company by April 1st of each year, the period during which he or she desires to take the vacation above provided for. Such vacation will be arranged provided it does not unnecessarily inconvenience the operations of the Company during the said period. Subject to these limitations, seniority will be the governing factor in choice and assignment of vacations. Vacation request forms shall be supplied to all employees by March 1st, yearly.

Blocks of a week are to be booked first, followed by request for single days. Single day vacation can be booked during the year with three weeks notice where



applicable, subject to operational requirements.

- 22.08** All employee after the successful completion of their probation shall be credited back to their start date, with one ~~(1)~~ day of vacation time up to a maximum of ten ~~(10)~~ days with regard to operational concerns and with three ~~(3)~~ weeks notice.

#### ARTICLE 23 • UNIFORMS

- 23.01** (a) Where a designated uniform is required to be worn by any employee, such uniforms and/or special articles of wearing apparel shall be supplied by the Company.

Full time employees will be entitled to:

- 1 seasonal jacket,
- 3 pairs of pants
- 3 long sleeve shirts,
- 3 polo or short sleeve shirts,
- 1 tie

Part time employees will be entitled to:

- 1 seasonal jacket
- 2 pairs of pants
- 2 long sleeve shirts
- 2 polo or short sleeve shirts
- 1 tie

- (b) The Company will provide a \$90.00 shoe allowance each year towards the purchase of shoes for work for all employees classified as Patroller, Maintenance, Onsite Cleaner, Machine Operator or Valet staff or to staff that are required to wear safety shoes. Where the Property Manager demands specialty requests, these shall be observed.

- 23.02** When an employee leaves the employ of the Company, he shall be required to return all uniforms and/or special articles of wearing apparel issued to him.

- 23.03** During his employment an employee shall launder and look after and repair the designated uniform or special wearing apparel supplied to him by the Company.

- 23.04** The Employer will replace winter outerwear as needed at no cost to the employee,

provided the original issue is returned. Employees who fail to return jackets will be required to purchase same at company cost.

**23.05** Failure to wear the complete uniform that is provided by the Company will result in disciplinary action.

**23.06** (a) The Company agrees to pay a total of five (5) cents per hour for uniform allowance to all part and full time employees for regularly scheduled hours.

(b) It is understood that all Valet sites shall have supply uniform cleaning service in lieu of the above allowance within two months of the date of ratification.

(c) The parties agree that the Union will have two designated members to sit on the Uniform Committee, for the examination and recommendation of workplace equipment, appropriate uniform style and delivery issues.

#### ARTICLE 24 - RATES OF PAY

**24.01** Attached hereto and forming part of this agreement is Schedule "A" relating to job classifications and hourly rates of pay.

**24.02** The Company agrees to pay a premium of seventy-five cents (75 cents) per hour for all hours worked between **10:00 p.m.** and **7:00 am.**

**24.03** Employees while training new employees will receive sixty cents (60 cents) per hour bonus.

Effective on the date of ratification, increase the training bonus from sixty (\$0.60) cents to one (~~\$1.00~~) dollar per hour bonus.

#### ARTICLE 25 - WELFARE BENEFITS

**25.01** All full time employees who have completed at least three (3) months service with the Company and who are actually at work, are eligible for company paid coverage under the Extended Health and Prescription Drug Plan. Such plan will be arranged by the company and a brochure outlining the benefits and eligibility requirements will be provided. In the event of lay off, the Employer agrees to pay the full cost of

the premiums for the Extended Health and Prescription Drug Plan for 3 months. Effective February 1, 1997, the Company will pay 100% of the billed premiums for group life insurance and A.D. & D. coverage of \$10,000.00 each for all full-time employees 65 years of age or under.

Employees and their family in the benefit program are eligible for one hundred and fifty (\$150.00) dollars maximum every two years for family eye glass coverage, and a maximum of seventy (\$70.00) dollars, for eye exams every two years on presentation of receipts.

**25.02** Contributions to the S.E.I.U. Local 1 and Local 2 Benefit Trust Fund

Effective on May 1, 2008, or such date as the parties agree too, the Employer agrees to pay \$210.00 for each full time member, plus the payment Retail Sales Tax for each eligible (as per 25.01) employee to the S.E.I.U. Local 1 and Local 2 Benefit Trust Fund (the Trust). The Employer shall pay these amounts to the Trust, care of the Administrator, at the address as indicated by the Union, no later than the 15<sup>th</sup> of the month following the month worked. Each payment will include the name and Social Insurance Number, the amount of each employee's monthly gross wages and the annual salary for each employee on whose behalf the payments are being made.

These contributions shall be increased by 3% effective January 1, 2009, and by 3% effective January 1, 2010. Notwithstanding the above increase the Employer agrees to meet three months before the third increase and negotiate such shortfalls that may exist.

It is further agreed and understood that the "Trust" may find it necessary to adjust the benefit or benefit levels due to economic and market conditions.

Effective the date of ratification, Global Benefits becomes the "Agent of Record."

**25.03** It is agreed that the SEIU Local 1 & 2 Benefit Trust shall be empowered to charge Interest at the rate of two percent (2%) per month on the failure of the Company to make payment within thirty (30) days of the due date to the benefit fund as required by this Agreement.

**25.04** It will be the policy of the Company to pay the monthly welfare contributions on behalf of employees who are not at work due to illness or injury for the month in which the employee became sick or was Injured plus a maximum of an additional five (5) months on W.S.I.B. benefits. Those off on pregnancy and/or parental

leave will have their monthly welfare contributions paid for by the Company for the duration of that leave.

**25.05** All probationary employees shall be given information during a benefits orientation session and supplied with a booklet and enrolment form as prepared by the S.E.I.U. Locals 1 and Local 2 Benefit Trust Fund.

**25.06** The Employer shall forward the completed enrolment forms to the Administrator.

The Employer shall keep available the Benefit Trust forms and all Administrator contact information to the employee's and keep the same posted or in a special binder, as provided by the Trust Administrator.

**25.07** The Employer will arrange for the continued coverage of insured benefits if the employee leaves sufficient funds with the Company to cover the complete costs (including the Company's' portion) for the duration of the granted leave of absence.

**25.08** Fulltime employees with one (1) or more years with the Company will be eligible for a total of six (6) sick days per calendar year. Sick leave is for the sole purpose of protecting an employee against loss of income when he is legitimately sick or disabled. Employees will be paid for such absence, however, after three (3) consecutive day's absence, it shall be the employee's responsibility upon return to work to supply a Doctor's note from a registered medical practitioner in Canada.

Should an employee terminate his/her employment with the company prior to the end of any calendar year, having used more than one-half (1/2) day per month as of his/her termination date, the excess sick leave will be paid back to the Company from the employee's final pay cheque.

For purposes of clarity, each employee with more than one (1) year of service will begin each calendar year with six (6) sick days. Employees reaching one (1) year of service during any calendar year will have their sick days prorated on a monthly basis.

**25.09** Unused sick leave eligibility shall be allowed to accumulate from year to year to a maximum of thirty (30) days. Employees with unused sick leave will only be eligible for a cash-out privilege as provided for below.

In January of each year, the Company will supply each employee and the Union

with a list showing the remaining balance of unused sick days.

If an Employee has their full thirty (30) day bank to start the year and has some of their six (6) days entitlement left during the year, the Company shall reimburse 60% of that total, in January of the following year.

On termination of Employment, cash out of accumulated sick leave credits will be granted at 50% of current rates of pay up to a maximum of 30 days. Employees terminated for cause and not reinstated through the grievance procedure will not qualify for this cash out.

- 25.10** Notwithstanding the provisions of section 25.02, an employee who is sick in excess of five (5) working days, will be required to present an acceptable doctor's advice stating the required sick leave time regardless of his/her sick day repayment eligibility.

#### ARTICLE 26 -WORKERS' COMPENSATION

- 26.01** Where an employee is absent due to illness or injury which is compensable by Workers' Compensation, the Company shall forward copies of relevant correspondence to the employee and the following shall apply:

- (a) The Employer shall continue to pay his share of any and all health and welfare benefits for the month in which the absence commences and for the following eleven (11) months.
- (b) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee provided the employee pays the total cost of the premiums to the Employer for each monthly period during the absence.
- (c) An employee will not be eligible for paid holidays, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by Workers' Compensation.
- (d) Provided that an employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workers' Compensation shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the agreement.

**26.02** In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 13) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

#### ARTICLE 27 - TECHNOLOGICAL CHANGE

**27.01** The Company agrees to notify the Union in advance, as soon as practical, of any technological changes which the employer has decided to introduce which will significantly change the status of the employees within the Bargaining Unit.

The Company agrees to discuss with the Union the effect of such technological changes on the employment status of the employees and to consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned.

#### ARTICLE 28 – EMPLOYEE RECORD

**28.01** Any formal documented discipline that is placed in an employee's file will be removed from the employee's record eighteen (18) months from the date of the discipline provided the employee is discipline free for such period.

**28.02** Upon request and upon giving reasonable advance notice, an employee may review his personnel file in the presence of his supervisor or delegate.

#### ARTICLE 29 - RETIREMENT BENEFITS

**29.01** An employee may elect to retire with one (1) months notice at age sixty-five (65), and shall be deemed to be in effect at the end of the month of their effective date. Employee's thereafter may announce their retirement with one (1) months notice, and shall be deemed to be in effect at the end of the month of their effective date.

**29.02** The Employer shall continue or re-instate the current Health and Welfare benefits for those employee's who do not elect to retire at age sixty-five (65) or such applicable benefits, continues benefits to the end of the month which employees' reach age seventy (70). The parties will meet to negotiate any detrimental condition to the employee during the life of the Collective Agreement that may

come about through any changes in legislation that effect all benefits.

Their benefits shall continue uninterrupted to the end of the month which employees' reach age seventy (70) after which they shall receive three (3%) percent of wages in lieu of benefits.

**ARTICLE 30 - TERMINATION**

**30.01** This agreement shall remain in force from the first (1st) day of January 2008 to the thirty-first (31st) day of December, 2010, and shall continue in force from year to year thereafter unless in the second year not more than ninety (90) days, and not less than thirty (30) days, before the end of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this agreement.

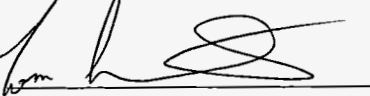
**30.02** This agreement shall remain in force from the first (1st) day of January 2007 to the thirty-first (31st) day of December, 2010, and shall continue in force from year to year thereafter unless in the four year not more than ninety (90) days, and not less than thirty (30) days, before the end of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this agreement

IN WITNESS WHEREOF each of the parties hereto has caused this agreement to be signed by its duly authorized representatives as of the date and year first above written.

DATED AT TORONTO this 9th day of December 2008

**IMPERIAL PARKING LIMITED**

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2**



**SCHEDULE "A"**

**JOB CLASSIFICATION AND HOURLY RATES OF PAY**

The Employer Agree to pay retroactivity for all hours paid from January 1, 2008

to the notice of ratification. This shall be paid out within two full pay period of said notification. This replaces the former signing bonus.

The pay Increases are as follows, and shall be paid on the first full pay following notice of ratification.

<b>01-Jan-08</b>	<b>Start</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
<b>Classification</b>				
Attendant	9.25	10.25	10.75	11.50
Maintenance Labourer	10.84	10.90	11.15	12.22
Maintenance Machine Operator	13.05	13.10	13.26	14.42
Valet	9.25	10.00	10.50	11.40
On-Site Cleaner	9.25	10.00	10.50	11.40

<b>01-Jan-09</b>	<b>Start</b>	<b>3 months</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
<b>Classification</b>					
Attendant	10.00	10.25	10.50	11.00	11.98
Maintenance Labourer	11.17	11.17	11.23	11.48	12.59
Maintenance Machine Operator	13.44	13.44	13.49	13.66	14.85
Valet	10.00	10.15	10.25	10.75	11.88
On-Site Cleaner	10.00	10.15	10.25	10.75	11.88

<b>01-Jan-10</b>	<b>Start</b>	<b>3 months</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
<b>Classification</b>					
Attendant	10.75	11.00	11.25	11.50	12.48
Maintenance Labourer	11.50	11.50	11.56	11.83	12.96
Maintenance Machine Operator	13.84	13.84	13.90	14.07	15.30
Valet	10.75	10.85	11.00	11.25	12.38
On-Site Cleaner	10.75	11.00	11.00	11.25	12.38

Salary Increases In the calendar year for advancement on the grid shall be made on the anniversary date of the employee, as well as any contractual raises shall be paid on their applicable date.



**Transportation Allowance:**

The Employer shall provide for taxi reimbursement to a maximum of twenty (\$20) dollars, in the case of emergency shift coverage where no public transportation is available. The Employer reserves the right to determine the emergency and provide for reimbursement of taxi fare.

- (a) First Aid kits on every lot with antiseptic soap, etc.

## LETTERS OF UNDERSTANDING

### #1 LETTER OF UNDERSTANDING R E TRAVEL REIMBURSEMENT

The Company shall pay an employee who is directed to use his **automobile** for work at the mileage rate of fifty cents (\$0.50) per kilometre. The Company will provide free **parking** to employees on assigned shifts where **possible**.

### # 2 LETTER OF UNDERSTANDING R E BOOTHS

In regards to the kiosks (booths) in the **operation**, all booths will be maintained with heating **equipment** for winter use. Those booths on the surface lots will be provided with air-conditioning for the summer months.

Where applicable, **those** lots that do not have reasonable access to a washroom facility, or the personnel to relieve for washroom breaks, will be provided a portable washroom.

### #3 LETTER OF UNDERSTANDING R E VIDEO SURVEILLANCE

While the Union does not agree with the concept of Video Surveillance, the parties agree with the following rules to govern the usage of Video Surveillance, subject to the grievance procedure.

The Parties recognize that video surveillance **is** not a supervisory **tool** to observe work practices. The **Parties** agree to the following practice for the use of video surveillance;

- 1.** All new Employees shall be informed of the use of video surveillance, and sign for a copy of the Collective Agreement.
- 2.** Signs shall be posted inside any booth where the Employer intends to use video surveillance.
- 3.** The Employer shall only use video surveillance of the membership as a tool of **investigation** in cases where a random audit of tickets or the end of shift (**DPR**) report raises concern over irregularities, or in cases where a customer call or **complaint** raises a security or absence concern, or where the security of the operation arises. Video surveillance shall not be used by management as causal viewing.
- 4.** Where a grievance has been filed, relevant copies of the **video surveillance** (if utilized in the case) shall be made available on request to the Union.
- 5.** **Un-desirable** or unproductive behavior discovered **during** the review of the tape that is not **criminal** shall not be used for progressive **discipline**.

#### #4 LETTER OF UNDERSTANDING

#### R E TWO BOOTHS NECESSARY

The Parties agree to meet as on "Two Booths Necessary" where the Union bring the issue forward with documentation. The Issue shall be presented In advance of a Joint Labour Management.

#### # 5 LETTER OF UNDERSTANDING

#### R E HEALTH AND SAFETY

##### Health and Safety Committee

The Union side of the Joint Health and Safety committee has been appointed consisting of up to two (2) Individuals (as a maximum) and will serve on the multi-group Committee. The Main Committee as per the Safety accord shall reflect that at least half of the members of a committee shall be workers employed at the Imperial Parking who do not exercise managerial functions and shall be selected by their members.

The management shall select the remaining members from among persons who exercise managerial functions for the management. Two of the members of the Committee shall co-chair the Committee, one of whom shall be selected by the members who exercise managerial functions. The management shall ensure that at least two (2) members of the Committee representing the management and at least two (2) members representing SEIU workers are certified members.

The Committee will meet at the workplace at least once every three months, or as deemed necessary by the Committee.

- (a) Due consideration will be given to recommendations of the Health and Safety committee. Members of Health & Safety Committee will be permitted to attend grievance meetings regarding problems directly relating to health and safety in the bargaining unit.
- (b) Notices of the occurrence of near miss, an accident or workplace injury will be furnished to a Health and Safety Committee Union Representative.
- (c) In the event that a Bargaining Unit member of the committee is requested by the management or because of a necessity which is specified under the OSHA is required to report for work outside their normal working hours, they will be compensated at the appropriate premium pay as per Article 17 - Hours of Work.
- (d) Copies of the minutes will be forwarded to the union.

- (e) Where there are more than 25 employees per location they shall have a "Internal Health and Safety Committee, as well as a Union "Certified Member", and that member shall be added to the Main Committee as well.

The right to refuse unsafe work is recognized by the management and will be administered as written in the Occupational Health and Safety Act and Regulations.

**# 6 LETTER OF UNDERSTANDING                      R E T D TOWER OFFICE ASSIGNMENT**

During the current round of bargaining in 2008 concerns were raised with respect to certain duties assigned to employees at the Toronto-Dominion Centre Lot (Lot #291).

As a result of these discussions, for the duration of the 2008-2011 Collective Agreement only, when an employee is scheduled to work at the Toronto-Dominion Centre Lot (Lot #291) in the parking office on off hour shifts (i.e. evenings and weekends) where there is no on-site supervision at the Toronto-Dominion Centre Lot (Lot #291) the Employer agrees to pay a premium of \$0.75 per hour worked in that capacity after the date of ratification.

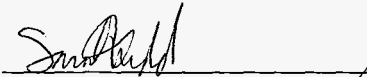
The Union and the Employer specifically agree that this is a unique situation arising only at the Lot in question as described above. Further, the Union and the Employer agree that nothing herein obliges or requires the employer to schedule employees as herein described.

**# 6 LETTER OF UNDERSTANDING                      R E MEAL ALLOWANCE LANGUAGE**

An employee who is required to work at total of 11 hours in a shift shall be provided with a meal allowance of \$10.00. This shall be added to the final collective agreement.

**IMPERIAL PARKING LIMITED**

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2**



Letter of Intent RE Wage Re-Opener

Mr. John Cunningham  
Business Representative  
SEIU Local 2  
238 lane St.  
Toronto, ON M6S 3Z1

Dear John,

In the event the Employer negotiates a Collective Agreement with any other unionized group of workers in Toronto, and based on a yearly average of 2080 hours, if the total Income level for any comparable classifications over the period of January 1, 2008 to December 31, 2010 exceeds the rate of that established in this Collective Agreement, the parties agree upon notice from the Union they will meet within thirty (30) calendar days to re-negotiate the hourly pay grid of all classifications.

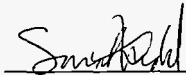
Should the parties be un-able to conclude an agreement within a further thirty (30) calendar days the issue of wage adjustment may be referred to interest arbitration. The arbitration shall be on a final offer selection bases.

In the event that the parties are unable to agree upon a mutually agreeable arbitrator, either party may request the appointment of an arbitrator by the Ministry of Labour.

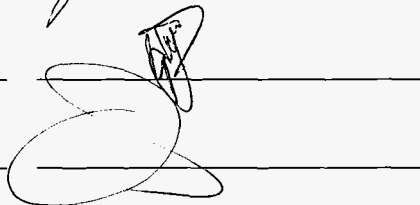
For clarity purposes, any lump sum payments and/or bonuses will be include in the above noted calculations.

Yours Truly  
Tom Iannacchino

IMPERIAL PARKING LIMITED



SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2

 Dec 9/08

Addendum **Covering Part-time Bargaining Unit**  
Employees of Imperial **Parking Limited**

The terms and conditions of the full-time collective agreement, including applicable letters of understanding, will apply to the part-time unit except as modified by this Addendum:

**1. Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees in Metropolitan Toronto employed for not more than twenty-four (**24**) hours per week and students employed during the school vacation, save and except supervisors, maintenance foreman and auditor, persons above the rank of supervisor, maintenance foreman and auditors, office and clerical staff, and persons in bargaining units for which any trade union held bargaining rights as of **May 3, 1996**.

**2. Seniority**

Part-time employees will be in a separate seniority group from full-time employees.

Part-time employees will serve a probationary period of **480** hours worked.

Seniority for part-time employees shall be expressed in hours worked.

If a part-time employee becomes full-time or vice versa, his seniority will be expressed in years on the basis of **2080** hours equating to one (**1**) year of service.

Part-time hours of work shall be distributed as equitably as possible on a seniority basis.

**3. Exclusions**

Part-time employees shall not be subject to the following provision of the collective agreement.

Articles- **2.01, 12.01, 12.05, 17.02, 22.02, 22.03, 22.04, 22.05, 25.01, 25.02, 25.03, 27.01**.

Part-time employees may only apply for full-time positions after all full-time bargaining unit members have had the opportunity of applying for the position.

4. Vacations

Vacation entitlement shall be based on service as defined In Article 22 with the following modifications.

- (a) Employees having less than one (1) year of service shall receive vacation pay only, In accordance with the provisions of the Employment Standards Act
- (b) Employees with less than 8,320 hours of service by the cut off date shall receive 4% vacation pay based on gross earnings.
- (c) Employees with more than 8,320 hours of service but less than 20,800 hours of service by the cut off date shall receive 6% vacation pay based on gross earnings.
- (d) Employees with more than 20,800 hours of service by the cut off date shall receive 8% vacation pay based on gross earnings.

An employee who leaves the service of the Company shall be given the vacation pay to which he was entitled at the time he left the service of the Company.

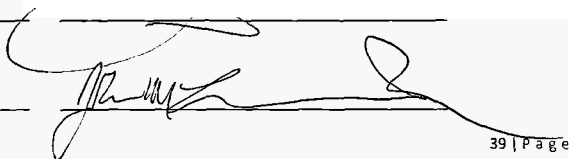
Vacation time is not cumulative and must be taken by the conclusion of the vacation year.

Vacation pay will be paid by separate cheque or direct deposit.

\*\*\*The parties agree that any part-time employee who had previously been deemed to have passed probation prior to the implementation of this agreement shall be considered to be post probation for all purposes.

**IMPERIAL PARKING LIMITED**

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2**



## JOB DESCRIPTION

<b>POSITION:</b> Floater	<b>DATE COMPLETED:</b> September 5, 2008
<b>SITE/LOCATION:</b>	<b>SUPERVISOR'S TITLE:</b> Site Supervisor/Manager

### **1. Accountability**

#### **A. Human Resources**

The jobholder has no management responsibilities.

#### **B. Financial Responsibility**

The jobholder has responsibilities for maintaining and operating equipment belonging to Impark or the Property manager during their shift.

The jobholder has responsibility for the collection of cash on front line revenues.

### **2. Primary Responsibilities and Activities**

#### **A. Supervising and Controlling.** The jobholder has no subordinates to supervise.

The jobholder has control of all lot revenues and record keeping as it relates to work he/she performs.

The jobholder interacts face to face with our customers. **(Service is priority)**

The jobholder must ensure that the site at which the individual is working is kept clean, neat, and free of any obstacles in accordance with the requirements of that site.

The jobholder has control of all tools and equipment required to perform his/her duties. The jobholder must be organized.

#### **B. Monitoring Business indicators.**

The jobholder does not have to monitor any type of business indicators.

#### **C. Consulting and Innovating.**

The jobholder makes suggestions and recommendations relating to the way various jobs are performed.

The jobholder consults with his/her supervisor or manager regarding items of relevance to the parking operation.



**D. Administration.**

Revenue control sheets as mandated by management or the property manager for both automated and non automated locations must be balanced to match daily revenues.

Each employee is required to deposit all monies and tickets as needed, at the closest drop safe. (As mandated by the company)

Each employee is required to log all the issues / events in the log book, and bring them to the notice of his Supervisor/Manager.

**E. Coordinating.**

In problem situations the jobholder will coordinate, in order to achieve a resolution through his dealings, with the customers and his supervisors or manager.

**F. Representing.**

The jobholder is a front line employee which is considered an extremely important function of this position.

Uniforms must be worn when on duty in a neat and well groomed manner. Appearance is representative of the company.

**G. Planning and Organizing.**

The jobholder is responsible for prioritization of various jobs with his supervisors/manager.

The jobholder is responsible for advising management when stock and supply replenishment is required.

**3. Internal and External Contacts.**

**A. Internal Contacts.**

Contact	Significance
Manager/Supervisors	Crucial
Fellow Employees	Minor
Administrative	As required

**B. External Contacts.**

Contact	Significance
Customers	Crucial
Property Representatives	Minor
Security	Minor
Administrative	N/A

#### **4. Job Specifications.**

##### **A. Personal Skills.**

Should have a strong command of the English language, be friendly, even-tempered, cooperative, able to work independently and be able to communicate effectively.

##### **B. Technical Skills**

A basic knowledge of troubleshooting issues related to the parking equipment used at the site; Pay Stations, Ticket Dispensers, Exit Readers, Fee computers, Gate Machines.

A basic knowledge of both desk/handheld POS parking equipment used at the site.

The ability to drive a number of various different types of vehicles, automatic and manual transmission, restricted to the site as and when required.

##### **C. Experience.**

Customer Service experience required.

Parking related experience.

##### **D. Education and Certification.**

High School Graduate.

Basic Technical Education.

G driver's license

Clean driver's abstract

##### **E. Duties.**

The jobholder will be cross-trained on Valet, Attendant and CSR positions to enable him/her to cover for any employee in their absence

The jobholder must be available for all shifts. This includes mornings, afternoons and overnights as well as any day of the week (from Sunday to Saturday).

Dealing with customers' inquiries about monthly parking and providing them with the relevant information

Assisting customers who are unsure of how to pay for their parking.

Assisting customers who have a validation discount voucher pay for any additional charges or providing them with the necessary means to exit the garage

Dealing with irate customers and solving their issues to the best of their satisfaction within the policy and framework set out for the site. **(Service is priority)**

Representing the company in the case of customer disputes, parking incidents and/or accidents within the facilities.

Assisting Hotel and Hotel patrons during large check-in/check-out times

Assist customers either entering or exiting the facilities with the retrieval of their keys or taking their keys using the tagging process currently in place in the facilities.

Nightly vehicular counts at all facilities

Assist where required with the blocking of areas or parking spaces as per the requirements of the property manager.

The switching of the Ramps from exit to entry or vice versa as required at the facility.

Coordinating with the property security as required with any garage and / or parking related issue.

Checking to make sure that all the parking equipment is working properly and in case of any problem, making arrangements for the timely repairs.

Changing of rate signs at all the facilities as required.

Changing of tickets in Ticket dispensers at all facilities as required.

Removal of all tickets nightly from exit readers at all facilities as required Assist with sign removal and installation as required.

Assist with replacement of broken gate arms.

Assist with jacking and moving vehicles when required.

These are guidelines and express the minimum expectations. Other duties may be assigned. This job description does not imply that Attendants, Valets and CSRs are not required to fill in during emergencies or when the Floater(s) is not available.

<b>POSITION:</b> Customer Service Representative	<b>DATE COMPLETED:</b>
<b>SITE/LOCATION:</b>	<b>SUPERVISORS TITLE:</b>
<b>FUNCTIONAL AREA.</b> Operational	

<b>1</b>	<b>Accountability</b>
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**A. Human Resources**

The jobholder has no management responsibilities.

**B. Financial Responsibility**

The jobholder has responsibilities for maintaining and operating equipment belonging to Impark or the Property manager during their shift.

The jobholder has responsibility for the collection of cash on front line revenues.

**Primary Responsibilities and Activities**

**A. Supervising and Controlling.**

The jobholder has no subordinates to supervise.

The jobholder is responsible for all lot revenue collected by him/her

The jobholder interacts face to face with our customers. **(Service is priority)**

The jobholder must ensure that the site at which the individual is working is kept clean, neat, and free of any obstacles in accordance with the requirements of that site.

The jobholder has control of all tools and equipment required to perform his/her duties. The jobholder must be organized.

**B. Monitoring Business indicators.**

The jobholder does not have to monitor any type of business indicators.

**C. Consulting and Innovating.**

The jobholder makes suggestions and recommendations relating to the way various jobs are performed.

The jobholder consults with his/her supervisor or manager regarding items of relevance to the parking operation.

**D. Administration.**

If required, revenue control sheets as mandated by management or the property manager for both automated and non automated locations must be balanced to match daily revenues.

If required, each employee is required to deposit all monies and tickets as needed, at the closest drop safe. (As mandated by the company)

Each employee is required to log all the issues / events in the log book, and bring them to the attention of his/her direct supervisor.

**E. Coordinating.**

In problem situations the jobholder will coordinate, in order to achieve a resolution through his dealings, with the customers and his supervisors or manager.

**E. Representing.**

The jobholder is a front line employee which is considered an extremely important function of this position.

Uniforms must be worn when on duty in a neat and well groomed manner. Appearance is representative of the company.

**G. Planning and Organizing.**

The jobholder is responsible for prioritization of various jobs with his supervisors/manager.

**3. Internal and External Contacts.**

**A. Internal Contacts.**

<b>Contact</b>	<b>Significance</b>
Manager/Supervisors	Crucial
Fellow Employees	Minor
administrative	As required

**B. External Contacts.**

<b>Contact</b>	<b>Significance</b>
Customers	Crucial
Property Representatives	Minor
Security	Minor
Administrative	N/A

**4. Job Specifications.**

**A. Personal Skills.**

Should have a strong command of the English language be friendly, even-tempered, cooperative, able to work independently and be able to communicate effectively.

**B. Technical Skills**

A basic knowledge of the parking equipment used at the site; Pay Stations, Ticket Dispensers, Exit Readers, Gate Machines.

A basic knowledge of both **desk/handheld POS** parking equipment used at the site.

The ability to drive a number of various different types of vehicles (**Automatic or Manual transmission**) restricted to the site as and when required.

**C. Experience**

Customer Service experience required.

Parking related experience.

**D. Education and Certification**

High School Graduate.

Basic Technical Education.

**I** required, G driver's license

If required, Clean driver's abstract

**E. Main Duties**

Assisting customers who are unsure **of** how to pay for their parking.

Assisting customers who have validation discount vouchers pay for any additional charges or providing them with the necessary means *to* exit the garage

Dealing with irate customers and solving their issues to the best of their ability within the policy and framework set out for the site. (**Service is priority**)

Assist customers with the overall **in/out** process **of** parking.

**Other Duties That May be Required**

Assist where required with the blocking of areas or parking spaces **as** per the requirements of the property manager.

The switching of the Ramps from exit to entry or vice versa as required.

Coordinating with the property security as required with **any** garage and / or parking related issue.

Assist with jacking and moving vehicles when required.

Assist with the retrieval of their keys or taking their keys using the tagging process currently in place in the facilities.

**These are guidelines and express the minimum expectations, other duties may be assigned.**

## JOB DESCRIPTION

POSITION:	DATE COMPLETED:
SITE/LOCATION:	SUPERVISOR'S TITLE: Site Supervisor

### **1 Accountability**

#### **A. Human Resources**

The jobholder has no management responsibilities.

#### **B. Financial Responsibility**

The jobholder has responsibilities for maintaining and operating equipment belonging to Impark or the Property manager during their shift.

The jobholder has responsibility for the collection of cash on front line revenues.

### **2 Primary Responsibilities and Activities**

#### **A. Supervising and Controlling.** The jobholder has no subordinates to supervise.

The jobholder has control of all lot revenues and record keeping as it relates to work he/she performs.

The jobholder interacts face to face with our customers. **(Service is priority)**

The jobholder must ensure that the site at which the individual is working is kept clean, neat, and free of any obstacles in accordance with the requirements of that site.

The jobholder has control of all tools and equipment required to perform his/her duties. The jobholder must be organized.

#### **B. Monitoring Business indicators.**

The jobholder does not have to monitor any type of business indicators.

#### **C. Consulting and Innovating.**

The jobholder makes suggestions and recommendations relating to the way various jobs are performed.

The jobholder consults with his/her supervisor or manager regarding items of relevance to the parking operation.

#### **D. Administration.**



Revenue control sheets as mandated by management or the property manager must be balanced to match daily revenues.

Each employee is required to deposit all monies and tickets as needed, at the closest drop safe. (As mandated by the company)

Each employee is required to log all issues / events in the log book, and bring them to the notice of his Supervisor/Manager.

**E. Coordinating.**

In problem situations the jobholder will coordinate, in order to achieve a resolution through his dealings, with the customers and his supervisors or manager.

**E. Representing.**

The jobholder is a front line employee which is considered an extremely important function of this position.

Uniforms must be worn when on duty in a neat and well groomed manner. Appearance is representative of the company.

**G. Planning and Organizing.**

The jobholder is responsible for prioritization of various jobs with his supervisors/manager.

The jobholder is responsible for advising management when stock and supply replenishment is required.

**3. Internal and External Contacts.**

**A. Internal Contacts.**

<b>Contact</b>	<b>Significance</b>
Manager/Supervisors	Crucial
Fellow Employees	Minor
Administrative	As required

**B. External Contacts.**

<b>Contact</b>	<b>Significance</b>
Customers	Crucial
Property Representatives	Minor
Security	Minor
Administrative	N/A

**4. Job Specifications.**

A. Personal Skills.

Should have strong command of the English language, be friendly, even-tempered, cooperative, able to work independently and be able to communicate effectively.

B. Technical Skills

A basic knowledge of troubleshooting issues related to the parking equipment used at the site; Pay Stations, Ticket Dispensers, Exit Readers, Gate Machines.

A basic knowledge of both desk/handheld POS parking equipment used at the site.

The ability to drive a number of various different types of vehicles, automatic and manual transmission, restricted to the site as and when required.

C. Experience.

Customer Service experience required.

Parking related experience.

D. Education and Certification.

High School Graduate.

Basic Technical Education.

G driver's license

Clean driver's abstract

E. Main Duties.

Dealing with customers' inquiries about monthly parking and providing them with the relevant information

Assisting customers who are unsure of how to pay for their parking.

Assisting customers who have a validation discount voucher pay for any additional charges or providing them with the necessary means to exit the garage

Dealing with irate customers and solving their issues to the best of their satisfaction within the policy and framework set out for the site. **(Service is priority)**

Representing the company in the case of customer disputes, parking incidents and/or accidents within the facilities.

Assisting Hotel and Hotel patrons during large check-in/check-out times Assist customers with the overall in/out process of parking.

Checking to make sure that all the parking equipment is working properly and in case of any problem, making arrangements for the timely repairs.

Changing of rate signs at all the facilities as required.

Changing of tickets as required in Ticket dispensers at all facilities as required. Removal of all tickets nightly from exit readers at all facilities as required

Other Duties That May Be Required Nightly  
vehicular counts at all facilities

Assist where required with the blocking of areas or parking spaces as per the requirements of the property manager.

The switching of the Ramps from exit to entry or vice versa as required.

Coordinating with the property security as required with any garage and /or parking related issue.

Assist with sign removal and installation.

Assist with repair of broken gate arms.

Assist with jacking and moving vehicles when required.

Assist with the retrieval of their keys or taking their keys using the tagging process currently in place in the facilities.

These are guidelines and express the minimum expectations, other duties may be assigned.

<b>POSITION:</b> Maintenance Labourer	<b>DATE COMPLETED:</b> March 2008
<b>SITE/LOCATION:</b>	<b>SUPERVISORS TITLE:</b> Maintenance Manager

The jobholder has responsibilities for maintaining and operating equipment belonging to Impark or the Property manager during their shift

## **2. Primary Responsibilities and Activities**

### **A. Supervising and Controlling.**

The jobholder has no subordinates to supervise.

The jobholder interacts face to face with our customers. **(Service is priority)**

The jobholder must ensure that the site at which the individual is working is kept clean, neat, and free of any obstacles in accordance with the requirements of that site using the equipment required/provided to perform these duties.

The jobholder has control of all tools and equipment required to perform his/her duties. The jobholder must be organized.

### **B. Monitoring Business indicators.**

The jobholder does not have to monitor any type of business indicators.

### **C. Consulting and Innovating.**

The jobholder makes suggestions and recommendations relating to the way various jobs are performed.

The jobholder consults with his/her supervisor or manager regarding items of relevance to the parking operation.

### **D. Administration.**

Each employee is required to log all the issues/events in the log book, and bring them to the attention of his/her direct supervisor.

### **E. Coordinating.**

In problem situations the jobholder will coordinate, in order to achieve a resolution through his dealings, with his supervisors or manager.

**E. Representing.**

The jobholder is a front line employee which is considered an extremely important function of this position.

Uniforms must be worn when on duty in a neat and well groomed manner. Appearance is representative of the company.

**G. Planning and Organizing.**

The jobholder is responsible for prioritization of various jobs with his supervisors/manager.

The jobholder is responsible for tracking levels of stock as well as supplies.

**3. Internal and External Contacts.**

**A. Internal Contacts.**

<b>Contact</b>	<b>Significance</b>
Manager/Supervisors	Crucial
Fellow Maintenance Employees	Minor
Administrative	As required

**External Contacts.**

<b>Contact</b>	<b>Significance</b>
Customers	Crucial
Property Representatives	Minor
Security	Minor
Administrative	N/A

**4. Job Specifications.**

**A. Personal Skills.**

Should have a strong command of the English language, be friendly, even tempered, cooperative, able to work independently and be able to communicate effectively.

**B. Technical Skills**

A basic knowledge in the use of pressure washers and power tools and ability to tow a trailer

The ability to operate a snow plow would be an asset

The ability to drive a number of various different types of vehicles (**Automatic or Manual Transmission**)

**C.** Experience.

Previous experience with general repairs and maintenance functions. Knowledge of various parking related machinery.

**D.** Education and Certification.

High School Graduate.

Basic Technical Education.

**E.** Duties.

~~Assist~~ with sign installation and/or removal, litter pick-up and garbage removal Snow removal and pressure washing as directed

Representing the Company in the case of accidents within the facility Coordinating with the property security as required with any garage and/or parking related issue.

Assist with repair of broken gate arms

These are guidelines and express the minimum expectations, other duties may be assigned

<b>POSITION:</b> Maintenance Machine Operator	<b>DATE COMPLETED:</b> March 2008
<b>SITE/LOCATION:</b>	<b>SUPERVISOR'S TITLE:</b> Maintenance Manager

**1 Accountability**

Human Resources

The jobholder has no management responsibilities. **B.**

Financial Responsibility

The jobholder has responsibilities for maintaining and operating equipment belonging to Impark or the Property manager during their shift.

**2 Primary Responsibilities and Activities**

**A. Supervising and Controlling.**

The jobholder has no subordinates to supervise.

The jobholder interacts face to face with our customers. **(Service is priority)**

The jobholder must ensure that the site at which the individual is working is kept clean, neat, and free of any obstacles in accordance with the requirements of that site using the equipment required/provided to perform these duties.

The jobholder has control of all tools and equipment required to perform his/her duties. The jobholder must be organized.

**B. Monitoring Business indicators.**

The jobholder does not have to monitor any type of business indicators.

**C. Consulting and Innovating.**

The jobholder makes suggestions and recommendations relating to the way various jobs are performed.

The jobholder consults with his/her supervisor or manager regarding items of relevance to the parking operation.

**D. Administration.**

Each employee is required to log all the issues/events in the log book, and bring them to the attention of his/her direct supervisor.

**E. Coordinating.**

In problem situations the jobholder will coordinate, in order to achieve a resolution through his dealings, with his supervisors or manager.

**F. Representing.**

The jobholder is a front line employee which *is* considered an extremely important function of this position.

Uniforms must be worn when on duty in a neat and well groomed manner. Appearance is representative of the company.

**G. Planning and Organizing.**

The jobholder is responsible for prioritization of various jobs with his supervisors/manager.

The jobholder is responsible for tracking levels of stock as well as supplies.

**3. Internal and External Contacts.**

**A. Internal Contacts.**

Contact	Significance
Manager/Supervisors	Crucial
Fellow Maintenance Employees	Minor
Administrative	As required

**B. External Contacts.**

Contact	Significance
Customers	Crucial
Property Representatives	Minor
Security	Minor
Administrative	N/A

**4. Job Specifications.**

**A. Personal Skills.**

Should have a strong command of the English language, be friendly, even tempered, cooperative, able to work independently and be able to communicate effectively.

**B. Technical Skills**

A basic knowledge in the use of pressure washers and power tools and ability to tow a trailer

The ability to operate a snow plow and Tennant power equipment would be an asset

The ability to drive a number of various different types of vehicles (**Automatic or Manual**)



**Transmission)**

**C. Experience.**

Previous experience with general repairs and maintenance functions/ use of power sweepers and scrubbers

Knowledge of various parking related machinery.

**D. Education and Certification.**

High School Graduate.

Basic Technical Education.

**E. Duties.**

Assist with sign installation and/or removal, litter pick-up and garbage removal Snow removal, pressure washing, power sweeping and scrubbing as directed Cleaning and care of all equipment

Representing the Company in the case of accidents within the facility Coordinating with the property security as required with any garage and/or parking related issue.

Assist with repair of broken gate arms

These are guidelines and express the minimum expectations, other duties may be assigned

## JOB DESCRIPTION

<b>POSITION:</b> Valet	<b>DATE COMPLETED:</b>
<b>SITE/LOCATION:</b>	<b>SUPERVISORSTITLE:</b>
<b>FUNCTIONALAREA:</b> Operational	

Financial Responsibility

### 2. Primary Responsibilities and Activities

**A. Supervising and Controlling,**

The jobholder has no subordinates to supervise.

The jobholder interacts face to face with our customers. **(Service is priority)**

The jobholder must ensure that the site at which the individual is working is kept clean, neat, and free of any obstacles in accordance with the requirements of that site.

The jobholder has control of all tools and equipment required to perform his/her duties. The jobholder must be organized.

**B. Monitoring Business indicators.**

The jobholder does not have to monitor any type of business indicators.

**C. Consulting and Innovating.**

The jobholder makes suggestions and recommendations relating to the way various jobs are performed.

The jobholder consults with his/her supervisor or manager regarding items of relevance to the parking operation.

**D. Administration.**

Each employee is required to log all the issues / events in the log book, and bring them to the attention of his/her direct supervisor.

**E. Coordinating.**

In problem situations the jobholder will coordinate, in order to achieve a resolution through his dealings, with the customers and his supervisors or manager.

**E. Representing.**

The jobholder is a front line employee which is considered an extremely important function of this position.

Uniforms must be worn when on duty in a neat and well groomed manner. Appearance is representative of the company.

**G. Planning and Organizing.**

The jobholder is responsible for prioritization of various jobs with his supervisors/manager.

**3. Internal and External Contacts.**

**A. Internal Contacts.**

<b>Contact</b>	<b>Significance</b>
Manager/Supervisors	Crucial
Fellow Employees	Minor
Administrative	As required

**B. External Contacts.**

<b>Contact</b>	<b>Significance</b>
Customers	Crucial
Property Representatives	Minor
Security	Minor
Administrative	N/A

**4. Job Specifications.**

**A. Personal Skills.**

Should have a strong command of the English language, be friendly, even-tempered, cooperative, able to work independently and be able to communicate effectively.

**B. Technical Skills**

A basic knowledge of the parking equipment used at the site; Pay Stations, Ticket Dispensers, Exit Readers, Gate Machines.

The ability to drive a number of various different types of vehicles, automatic and manual transmission, restricted to the site as and when required.

**C. Experience.**

Customer Service experience required.

Parking related experience.

Knowledge of various parking related machinery.

**D. Education and Certification.**

High School Graduate.

Basic Technical Education.

G driver's license

Clean driver's abstract

**E. Main Duties.**

Assist customers either entering or exiting the facilities with the retrieval of their keys or taking their keys using the tagging process currently in place in the facilities.

Dealing with irate customers and solving their issues to the best of their ability within the policy and framework set out for the site. **(Service is priority)**

**Other Duties That May Be Required**

Assist where required with the blocking of areas or parking spaces as per the requirements of the property manager.

Assisting customers who are unsure of how to pay for their parking.

Assisting customers who have a validation discount voucher pay for any additional charges or providing them with the necessary means to exit the garage

The switching of the Ramps from exit to entry or vice versa as required.

Coordinating with the property security as required with any garage and / or parking related issue.

Assist with jacking and moving vehicles when required.

These are guidelines and express the minimum expectations, other duties may be assigned