

# COLLECTIVE AGREEMENT

between

**THE BOARD of GOVERNORS of  
EXHIBITION PLACE**



Exhibition Place

and

**THE CANADIAN UNION of PUBLIC  
EMPLOYEES**

and its Local 5116



**January 1, 2016 - December 31, 2019**

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF AGREEMENT	2
ARTICLE 2 - SCOPE AND RECOGNITION	2
ARTICLE 3 - MANAGEMENT RIGHTS	2
ARTICLE 4 - NO STRIKES OR LOCK-OUTS	3
ARTICLE 5 - REPRESENTATION	3
ARTICLE 6 - CHECK-OFF OF UNION DUES	4
ARTICLE 7 - SENIORITY	5
ARTICLE 8 - GRIEVANCE PROCEDURE	7
ARTICLE 9 - DISCHARGE & SUSPENSION	9
ARTICLE 10 - ARBITRATION	9
ARTICLE 11- GRIEVANCE MEDIATION	10
ARTICLE 12 - JURY AND WITNESS DUTY	10
ARTICLE 13 - HOURS OF WORK, OVERTIME AND SCHEDULING	11
ARTICLE 14 - LAY-OFFS AND RECALLS	13
ARTICLE 15 - BULLETIN BOARDS	14
ARTICLE 16 - LEAVE OF ABSENCE	14
ARTICLE 17 - UNION OFFICERS AND COMMITTEE MEMBERS	14
ARTICLE 18 - GENERAL	15
ARTICLE 19 - CORRESPONDENCE	15
ARTICLE 20 - REPRESENTATIVES	15
ARTICLE 21 - RIGHT TO HAVE STEWARD PRESENT	15
ARTICLE 22 - PAID HOLIDAYS & VACATION PAY	15
ARTICLE 23 - PAID BEREAVEMENT LEAVE	17
ARTICLE 24 - PAY DAYS	17
ARTICLE 25 - NO DISCRIMINATION	17
ARTICLE 26 - COPIES OF AGREEMENT	17
ARTICLE 27 - CHANGES IN AGREEMENT	17
ARTICLE 28 - JOB CLASSIFICATIONS & RATES OF PAY	18
ARTICLE 29 - BENEFITS	18
ARTICLE 30 - PENSION	18
ARTICLE 31 - HEALTH AND SAFETY	18
ARTICLE 32 - TERMS OF AGREEMENT	19
SCHEDULE "A" .....	20
Letter of Understanding #1 .....	21
Letter of Understanding #2 .....	22
Letter of Understanding #3 .....	24

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Union to secure prompt and fair disposition of grievances, to secure the efficient operation of the Employer's business without interruption or interference with work and to provide fair wages, hours and working conditions for the employees. It is recognized by this Agreement to be the desire of the Employer, the Union and the employees to co-operate fully, individually and collectively for the advancement of the said conditions.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 5116 as the sole and exclusive collective bargaining agent for all employees employed as Security Guards by the Board of Governors of Exhibition Place in Toronto save and except Supervisors, persons above the rank of Supervisor and persons already represented by a trade union.

2.02 Persons whose jobs are not in the Bargaining Unit shall not work on any jobs that are included in the Bargaining Unit, except in cases mutually agreed upon in writing by the parties, or for rest breaks, or in emergency situations.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Union recognizes and acknowledges that the management of the Employer and its facilities and direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause;
- (b) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off or recall employees;
- (c) establish and administer tests for the purpose of assisting the Employer in determining an employee's

- qualifications.
- (d) determine the location of operations, and their expansion or their curtailment, the direction of working forces, the schedules of operations, the number of shifts; determine the methods and processes to be employed, job content, quality and quantity standards, the establishment of work or job assignments; change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular job; the nature of tools, equipment and machinery used and to use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods or processes; decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, when overtime shall be worked and require employees to work overtime where sufficient qualified employees to perform the required work are not available; determine financial policies, including general accounting procedures and relations with the public; determine when and where contract suppliers are to be utilized.
  - (e) have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees.

**3.02** The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.

#### **ARTICLE 4 - NO STRIKES OR LOCK-OUTS**

4.01 In view of the orderly procedure established by this Agreement for the settlement of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, slowdown or stoppage of or interference with work either complete or partial, and the Employer agrees that there will be no lockout of employees.

#### **ARTICLE 5 - REPRESENTATION**

5.01 There shall be a maximum of five (5) Stewards, one of whom shall be the Chief Steward. The Employer will recognize as Stewards employees who have acquired at least one year of seniority under this Agreement. The Union shall notify the Employer in writing of the names of such Stewards at the time of their appointment following selection by their peers in the Bargaining Unit and the Employer shall not be required to

recognize any Steward until it has been notified.

- 5.02 A Steward may investigate and process grievances in accordance with the Grievance Procedure as set out in this Agreement and attend meetings with the Employer during work hours without loss. It is understood that Stewards must obtain permission from the Employer prior to leaving their assigned duties to carry out these duties. Such permission shall not be unreasonably withheld. It is understood that Stewards will not absent themselves from their regular duties unreasonably.
- 5.03 A Union Representative may attend any meeting with the Employer, if required by the Union. Union Representatives will not enter the premises of the Employer without obtaining the prior consent of the Employer. Such permission shall not be unreasonably withheld.

#### **ARTICLE 6 - CHECK-OFF OF UNION DUES**

- 6.01 Deductions shall be made from the weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names, addresses and phone numbers of all employees from whose wage deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

The Union undertakes to hold harmless and agrees to indemnify the Employer and successors, administrators and assigns against any liability incurred by each or all of them arising out of the deduction arrangements herein set out.

- 6.02 Income Tax (T-4) slips prepared by the Employer shall include the amount of Union dues paid by each employee in the previous year.
- 6.03 At the time of hire, the Employer will advise new employees of the presence of a Collective Agreement with CUPE Local 5116. On commencing work, the Employer shall introduce the new employee to their Union Steward or Representative. A Representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss, for a maximum of fifteen (15) minutes during the first month of employment for acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.

## ARTICLE 7 - SENIORITY

### 7.01 Definition

Seniority / length of service shall be accrued on the basis of the number of working hours worked for the Employer with the Employer in the Security Department. This shall include those hours paid although not worked as a result of an employee qualifying and receiving payment for Statutory Holidays as defined in the *Ontario Employment Standards Act* or the period an employee receives lost time disability payment through the *Ontario Workplace Safety and Insurance Act*.

Seniority shall be used in determining preference or priority for scheduling, layoffs, and recall, provided that the senior employee is able to meet the normal requirements of the job. Seniority shall operate on a Bargaining Unit-wide basis. Promotions shall be based on merit at the Employer's discretion and seniority shall be used as the "tie breaker".

### 7.02 Probationary Employees

Newly-hired employees shall be considered on a probationary basis for a period of twelve hundred (1200) hours worked from the date of hiring. A probationary employee may be recognized as a permanent employee at some time prior to the completion of the probationary period. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be calculated from the original date of employment.

### 7.03 Seniority Lists

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the number of hours worked. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January of each year. Employees may challenge their seniority dates for a period of one (1) month after posting and if no challenges are received, the seniority list as posted shall be deemed to be correct.

There shall be two (2) lists maintained as follows:

- (a) Full-Time group working a compressed work week schedule averaging eighty-four (84) hours over a two (2) week period; and

In the event of a vacancy in the Full-Time group the Employer will post the vacancy for a period two (2) calendar weeks. If the Employer deems that the Full-Time group is to remain at eight (8), then a posting to the Casual group will be posted for two (2) calendar weeks. If there are no applications or if there are no successful candidates, then the Employer can hire directly to the Full-Time group.

- (b) Casuals

Casual employees shall be required to work a minimum of four (4) shifts per month. Casuals shall also be required to work a minimum of eight hundred (800) hours in the preceding calendar year, effective January 1, 2018.

#### 7.04 Loss of Seniority

Employees shall lose their seniority and shall be deemed terminated in the event they:

1. Voluntarily quit the employ of the Employer.
2. Are discharged for just cause and the discharge is not reversed through the Grievance Procedure.
3. Are absent for two (2) consecutive scheduled shifts without sufficient cause and without notifying the Employer unless such notice was not reasonably possible.
4. Fail to notify the Employer of their intention to return to work within seven (7) calendar days after being notified of a recall. Registered mail sent to the most recent employee's address on the employee's employment file shall be interpreted as proper notice. For purposes of recall, it shall be the responsibility of the employee to keep the Employer informed of their current address.
5. Utilize a leave of absence for purposes other than those for which the leave may have been granted.
6. Fail to return to work after the completion of a leave of absence granted by the Employer unless through

sickness or sufficient cause.

7. Are laid off for a period of more than twelve (12) months.
8. Do not work a minimum of four (4) shifts in a month for which they were offered. This shall be subject to leaves granted by the Employer or under the Ontario *Employment Standards Act*.
9. Do not work a minimum of eight-hundred (800) hours in the preceding calendar year. This shall be subject to leaves granted by the Employer or under the Ontario *Employment Standards Act*.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01 The purpose of this Article is to establish a procedure for the settlement of grievances.

8.02 STEP 1 - An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall discuss their complaint with their Supervisor or Manager within seven (7) calendar days of the incident giving rise to the complaint. Management shall state their decision verbally within seven (7) calendar days of receiving the complaint.

STEP 2 - Should the employee be dissatisfied with the Step 1 response to the complaint, said employee may, within seven (7) calendar days of receipt of the verbal reply to the complaint, with the assistance of their Steward refer such matter in writing on a standard form prescribed for such purpose to the Manager of Security. The grievance shall specify the Article or Articles and sub-sections of the Agreement of which a violation is alleged, contain a precise statement of the facts relied upon, indicate the relief sought and be signed by the employee and a Union Steward. The Manager of Security shall answer the grievance in writing within seven (7) calendar days.

STEP 3 - If no settlement is reached at Step 2, the grievor, the Steward or the Chief Steward and representatives of Management shall meet within seven (7) calendar days of receipt of the reply of the Manager of Security to discuss the grievance. The Union's Representative may be in attendance at this meeting. Management shall answer the grievance in writing, within seven (7) calendar days of the meeting. If the grievance is not settled within seven (7) calendar days, it

may be referred to arbitration by the Union as hereinafter provided. If not referred to arbitration within fourteen (14) days, the grievance will be deemed withdrawn unless mutually agreed to hold it open for a longer period of time.

8.03 The Union may not institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular Grievance Procedure shall not hereby be by-passed.

8.04 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedures within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union.

8.05 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union relating to the interpretation, application, administration or alleged violation of this Agreement, shall be originated at Step 3 in writing within seven (7) calendar days of the date upon which the incident giving rise to the grievance occurred. Management shall reply, in writing, to the grievance within seven (7) calendar days following receipt of the grievance. The parties may arrange for a meeting to discuss the grievance and the National Union Representative, the Union Steward or the President may attend any such meeting. It is expressly understood, however, that the provisions of Section 8.05 may not be used with respect to a grievance directly affecting an employee which could have been instituted by an individual through the regular grievance procedure.

8.06 Employer Grievance

Should the Employer wish to submit a grievance it shall do so in writing and the Union shall give its reply, in writing within seven (7) calendar days following receipt of the grievance. The Parties may arrange for a meeting to discuss the grievance and the National Union Representative, the Union Steward or the Union Vice-President may attend any such meeting.

8.07 The Employer agrees to supply the Local President with a copy of any written notice of discipline issued to an employee unless the employee specifically asks that it not be done.

- 8.08 Any disciplinary report shall be removed from an employee's file after two (2) years from the date of the offence provided no discipline for a similar infraction has been imposed.

## **ARTICLE 9 - DISCHARGE & SUSPENSION**

- 9.01 An employee shall not be suspended or discharged without a fair hearing at which they shall have the opportunity for Union representation. An employee who is discharged or suspended may file a grievance at Step 3 of the Grievance Procedure within seven (7) calendar days after such discharge or suspension.
- 9.02 When a grievance is filed under Article 9 and is not settled and proceeds to arbitration, the Arbitrator may make a ruling subject to Articles 9 and 10:
- (a) confirming the Employer's action;
  - (b) reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of their case); or
  - (c) disposing of the grievance in any other manner which may be just and equitable.

## **ARTICLE 10 - ARBITRATION**

- 10.01 Where a difference arises between the Employer and the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitral or where an allegation is made that this Agreement has been violated, either of the Parties may notify the other Party in writing of its desire to submit the difference or allegation to arbitration. Such notice must be given in writing to the other Party within twenty-one (21) calendar days after the written decision is rendered at Step 3 of the Grievance Procedure and shall contain the names of three (3) suggestions of arbitrators. The recipient of the notices shall within seven (7) calendar days inform the other Party whether any of the three (3) proposed arbitrators are satisfactory and, if not, will suggest three (3) other names. The Party desiring arbitration will then contact the other Party if necessary to resolve the choice of Arbitrator.
- 10.02 If the Parties fail to agree upon an arbitrator within twenty-one

(21) calendar days, either Party may apply to the Ministry of Labour for Ontario to appoint an arbitrator.

10.03 The Arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the Parties and upon any employee affected by it. The Arbitrator shall not have any authority to alter or amend in any way the provisions of this Agreement; to substitute any new provisions in lieu thereof; to give any decision inconsistent with, or contrary to, the terms and conditions of this Agreement; or in any way modify, add to, or delete from any provision of this Agreement.

10.04 The Parties may mutually agree to have the sole Arbitrator act as a mediator to resolve any matter in a timely and cost effective manner.

10.05 Failing to resolve through mediation, the Parties will proceed to a regular arbitration process.

10.06 The cost and expenses of the Arbitrator shall be borne equally by the Parties. Either Party may be represented by counsel at their own expense.

10.07 No matter may be submitted to arbitration which has not been properly carried through all steps of the Grievance Procedure and within the time limits specified.

#### **ARTICLE 11- GRIEVANCE MEDIATION**

11.01 By mutual consent, the Parties may agree to use the services of a mediator. The Parties agree to share the costs of the mediation.

#### **ARTICLE 12 - JURY AND WITNESS DUTY**

12.01 A Full-Time employee who is selected for service as a juror or is required by subpoena to appear in court as a crown witness will be compensated for loss of pay from their regularly scheduled shift due to such jury service or appearance in court. Such compensation will be based on their regular scheduled hours at their straight time hourly rate less the fee received for their service as a juror or witness. However, should the employee present themselves for selection as a juror and not be selected or appear as a witness and be released, then they are required to return to Exhibition Place to complete their remaining normally scheduled work day.

12.02 In order for an employee to qualify for payment under this Article, they must:

- (a) inform the on-duty Supervisor within twenty-four (24) hours of their selection for service as a juror or witness;
- (b) if released from service as a juror or witness and four (4) hours or more remain in the employee's regularly scheduled hours, they must return to work to complete their remaining normally scheduled work day;
- (c) provide a written statement to the Employer indicating the date of their service as a juror or witness, the time so spent and the fee received for their service as a juror or witness; and
- (d) have completed their probationary period.

### **ARTICLE 13 - HOURS OF WORK, OVERTIME AND SCHEDULING**

13.01 This Article is intended to define overtime entitlement and normal scheduling practices and shall not be construed as a guarantee of hours of work for regularly assigned hours or for any other hours of work per day or per week.

13.02 The Employer shall endeavour to maintain the following objectives in the formation of work schedules. However, it is expressly understood that it may not always be possible to maintain these objectives:

- (a) The Employer shall normally post work schedules for a period of one (1) month in advance preceding the effective date of the schedule. It may be necessary to revise work schedules once posted as a result of changes to activities on or surrounding the property.
- (b) Employees by seniority may choose their share of the available shifts for the coming period. Employees shall be scheduled for work up to twelve (12) hours per day and forty-four (44) hours per each scheduled period of one (1) work week. Days off will be according to schedule requirements.
- (c) When the posted schedule has not been filled due to illness or absenteeism, and the Employer receives twenty-four (24) hours notice of an absence, the Employer shall call those employees with fewer shifts in the schedule to fill that vacancy. If twenty-four (24) hours notice is not received it shall be

Management's discretion whether the absence is covered or not.

- 13.03 Unless employees are notified at least two (2) hours prior to the scheduled start of their shift not to report for work, employees who report for work at the scheduled starting time and for whom no work is available shall receive not less than three (3) hours of alternate work at their straight-time hourly rate.
- 13.04 In the event that an employee is unable to report for work at their scheduled starting time, they shall advise the on-duty Supervisor or Manager six (6) hours prior to the beginning of the assigned shift giving reasons for their inability to report and provide an estimate of the period of time during which they will be absent from work. An employee returning to work following an absence shall advise the on-duty Supervisor of the date of their return to work at the earliest possible time and not later than the day prior to their return.
- 13.05 Time and one-half (1 ½) an employee's straight time hourly rate shall be paid for all hours worked more than forty-four (44) hours per each posted scheduled period of one (1) work week. A work week shall be defined as commencing on Sunday after 00:00 hours and ending on the following Saturday prior to 23:59 hours.
- 13.06 Available overtime (those hours in excess of forty-four (44) hours in a week) shall be distributed as equitably as possible amongst qualified employees. Overtime shall be voluntary unless no qualified volunteers are available. A listing of employees who worked overtime and the total hours worked will be provided to the Union monthly.
- 13.07 Management may request and an employee may agree that, due to operational requirements, the employee not take a formal lunch break but rather take time as it is available. Employees will then be paid for their half (½) hour lunch.
- 13.08 The minimum scheduled shift shall be at least three (3) hours in duration.
- 13.09 Overtime for Casual employees will be paid for hours worked in excess of twelve (12) hours in a day and/or forty-four (44) hours in a week.

Overtime for Full-Time employees will be based on hours worked in excess of the forty- two (42) hour averaging agreement.

There will be no 'pyramiding' of overtime hours in a holiday work week. All hours worked on a holiday will be paid at time and one-half (1½) the hourly rate but will not be included for the purpose of the calculation of overtime pay for the same work week.

#### **ARTICLE 14 - LAY-OFFS AND RECALLS**

- 14.01 The employee with the greatest seniority within the Security Department will be the last to be laid-off and conversely the first to be recalled from lay-off providing they hold the ability and qualifications to perform the requirements of this position. This paragraph shall not apply in cases of lay-offs of less than two (2) weeks duration.
- 14.02 New employees shall not be hired until laid-off employees who hold the ability and qualifications to perform the requirements of the position have been given the opportunity of recall.
- 14.03 An employee being recalled after lay-off, shall be notified by telephone or regular mail, if unable to contact by phone, and allowed forty-eight (48) hours to report for work and if they are not immediately available for work, other employees in seniority standing shall be recalled. An employee to whom a letter is sent in accordance with this Article must contact the Employer within forty-eight (48) hours of notice of return to work if they wish the Employer to hold the job open for them for the full forty-eight (48) hour period. It shall be the employee's responsibility to keep the Employer notified as to any change of address or telephone number so that they will be up to date at all times.
- 14.04 Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure.
- 14.05 No employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee is transferred to a position outside of the Bargaining Unit, they shall retain their seniority accumulated up to the date of leaving the Bargaining Unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the Bargaining Unit during their trial period, which shall be a maximum of six (6) months. If an employee returns to the Bargaining Unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

14.06 Employees shall lose their seniority if they are laid off for a period of more than twelve (12) months.

#### **ARTICLE 15 - BULLETIN BOARDS**

15.01 The Union shall have the use of a bulletin board in the "back" Security Office location for posting notices relating to the Union's business.

#### **ARTICLE 16 - LEAVE OF ABSENCE**

16.01 The Employer may grant a non-legislated leave of absence of up to a maximum of three (3) months without pay to an employee for personal reasons except for other employment opportunities. A Full-Time employee may request and the Employer may grant an extension of such leave for up to three (3) additional three (3) month periods.

16.02 Any leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted, the purpose of the leave and the terms, if any, on which it is granted.

16.03 Leaves as legislated and/or enacted under the *Ontario Employment Standards Act* will be granted.

#### **ARTICLE 17 - UNION OFFICERS AND COMMITTEE MEMBERS**

17.01 Union officers and committee members shall be entitled to leave their work during working hours in order to carry out required functions under this Agreement providing permission to leave work during their working hours for such purposes is first obtained from their immediate Supervisor. Such permission shall not be unreasonably withheld by the Employer. Time spent to conduct Union business with the Employer shall be paid for by the Employer.

17.02 The time spent during an employee's scheduled regular working hours in meeting with the Employer on grievance matters as per Articles 8 and 9, or at special meetings agreed to in advance by both Parties with respect to matters arising out of this Agreement, excluding arbitration or other Labour Board hearings, shall be considered as time worked at the employee's regular straight time rate of pay.

17.03 For the purposes of collective bargaining, the Employer shall pay for two (2) members of the bargaining unit to attend bargaining sessions with the Employer, up to and including conciliation, at straight time.

**ARTICLE 18 - GENERAL**

18.01 All new employees shall become and remain members of the Union at their time of hire.

18.02 Singular / Plural

In this Agreement, any references to the singular shall include the plural and references to the plural shall include the singular.

**ARTICLE 19 - CORRESPONDENCE**

19.01 All correspondence between the Parties, with respect to this Agreement shall pass to and from the Manager of Security or their designate and the President of the Local Union or their designate unless specified otherwise.

**ARTICLE 20 - REPRESENTATIVES**

20.01 No employee or groups of employees shall undertake to represent an employee or group of employees, nor bargain with or enter into an agreement with the Employer without the proper authorization of the Union.

20.02 In order that this may be carried out, the Union will supply the Employer with the name of its Officers. Likewise, the Employer will supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business. This notification shall be done annually or on a change of representatives.

**ARTICLE 21 - RIGHT TO HAVE STEWARD PRESENT**

21.01 The Steward shall, if requested by the employee, be permitted to be present at a meeting, including grievance handling between the Employer's supervisory personnel and an employee, if such meeting involves a written reprimand or suspension being imposed on an employee.

**ARTICLE 22 - PAID HOLIDAYS & VACATION PAY**

**22.01 The following Holiday Pay provisions apply to all employees:**

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

22.02 Employees shall be paid vacation pay at the rate of four percent (4%) of the amount of the employee's total wages and shall be paid statutory holiday pay at the rate of six percent (6%) of total wages, for a total of ten percent (10%).

22.03 An employee who is required to work on any of the above named holidays will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day.

22.04 The Employer will endeavour to create a schedule whereby every employee shall have at least Christmas or New Year's Day off.

22.05 Vacation Scheduling

- (a) The vacation year shall be defined as the period extending from January 1<sup>st</sup> to December 31<sup>st</sup>.
- (b) Vacation requests must be submitted at least two (2) weeks in advance of the time wished to be taken off as vacation and the Employer will endeavour to accommodate.
- (c) An employee shall be entitled to their vacation in an unbroken period of up to two (2) weeks unless otherwise mutually agreed between the employee and the Employer.
- (d) When a Full-Time employee's scheduled vacation is interrupted by a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee furnishes satisfactory documentation of the illness and hospitalization to the Employer. The portion of the employee's vacation which is deemed to be sick leave under the terms and conditions of this provision will not be counted against the employee's vacation entitlement.

## **ARTICLE 23 - PAID BEREAVEMENT LEAVE**

23.01 The Employer shall pay Full-Time employees up to four (4) working day's pay at the employee's straight time hourly rate for all scheduled time lost in the event of the death of the employee's same-sex partner, wife, husband (including common law partner), father, mother, child, brother, sister, mother-in-law, and father-in-law, step-parent, step-child; and up to one (1) day's pay at the employee's straight time hourly rate for all scheduled time lost in the event of the death of the employee's grandparent, brother-in-law, sister-in-law, aunt, uncle, niece and nephew. Payment shall be made only to the extent of time lost while making arrangements for and/or attending the funeral.

23.02 In order for an employee to qualify for payment under this Article:

- (a) such employee, except for the death and funeral, would otherwise have been at work;
- (b) such employee, when required by the Employer, shall provide satisfactory proof of death.

## **ARTICLE 24 - PAY DAYS**

24.01 The Employer shall pay wages weekly for the current week in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. All employees are required to participate in "paperless direct deposit".

## **ARTICLE 25 - NO DISCRIMINATION**

25.01 The Parties agree to abide by the provisions of the *Ontario Human Rights Code* as amended from time to time.

## **ARTICLE 26 - COPIES OF AGREEMENT**

26.01 The Parties are each responsible for the costs to produce copies of the Agreement as they each deem necessary for their own purposes.

## **ARTICLE 27 - CHANGES IN AGREEMENT**

27.01 Any changes deemed necessary by the Parties to this

Agreement may be made by mutual agreement in writing.

#### **ARTICLE 28 - JOB CLASSIFICATIONS & RATES OF PAY**

28.01 The job classifications and rates of pay shall be as set forth in Schedule "A" attached hereto and forming part of this Agreement.

#### **ARTICLE 29 - BENEFITS**

29.01 The Employer agrees to provide "910" benefits (dental + health care) to employees designated as Full-Time in accordance with Article 7 of the Agreement.

#### **ARTICLE 30 - PENSION**

30.01 It is understood and agreed that the Ontario Municipal Employees Retirement System (OMERS) plan by statute, is applicable to employees of CUPE Local 5116.

#### **ARTICLE 31 - HEALTH AND SAFETY**

31.01 The Parties shall abide by the provisions of the *Ontario Occupational Health and Safety Act* as amended from time to time.

31.02 The Employer shall accumulate for each non-probationary employee the sum of eight (8) cents per hour worked for purchasing CSA approved safety footwear. Upon presentation of the proof of purchase (to be signed by the employee and Supervisor), the employee will be reimbursed from their actual accumulated funds for the cost of their new safety footwear. If an employee permanently leaves Exhibition Place, any monies in the bank will be paid out in accordance with prevailing tax laws.

31.03 Management will recognize and will be responsible for certification training for one (1) employee who will then sit on a Joint Health & Safety Committee for Security. Time spent for meetings will be paid for by Exhibition Place.

**ARTICLE 32 - TERMS OF AGREEMENT**

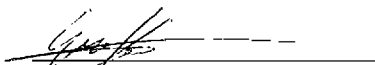
32.01 This Agreement shall be effective January 1, 2016 and end on December 31, 2019 and shall continue from year-to-year thereafter unless either Party gives notice in writing to the other not less than thirty (30) days nor more than ninety (90) days prior to the expiry date hereof of that Party's intention to terminate this Agreement or to negotiate revisions thereto.

DATED at Toronto this 23<sup>rd</sup> day of June, 2017

For the Union:



Leanne MacMillan

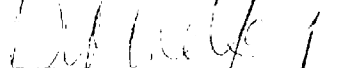


Eric Keung

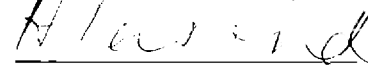


Ulysses Gibson

For the Employer:



Dianne Young



Hardat Persaud



Michael Moran



Tony Porter



Edward Wiersma

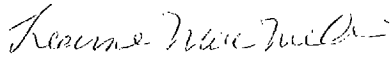
## SCHEDULE "A"

Wage Classifications				
Classifications	Jan 1, 2016	Jan 1, 2017	Jan 1, 2018	Jan 1, 2019
New Hire	\$15.57	\$15.80	\$16.04	\$16.28
Upon successful completion of 400 hours	\$16.60	\$16.85	\$17.10	\$17.36
Upon successful completion of 800 hours	\$17.65	\$17.91	\$18.18	\$18.45
Upon successful completion of 1200 hours	\$18.68	\$18.96	\$19.24	\$19.53
Adjustment	1.25%	1.5%	1.5%	1.5%
<ol style="list-style-type: none"> <li>1. Vacation+ Stat Holiday pay= 10%</li> <li>2. Rate of \$22/hr. frozen and not subject to wage increase for the duration of the contract term.</li> </ol>				

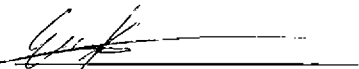
**Letter of Understanding #1**

The Parties hereby agree in accordance with Article 7.03 (a), that for the duration of the term of this Collective Agreement, the Full-Time group will consist of eight (8) employees.

For the Union:



Leanne MacMillan

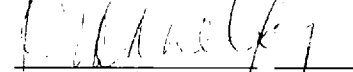


Eric Keung

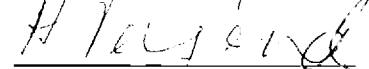


Ulysses Gibson

For the Employer:



Dianne Young



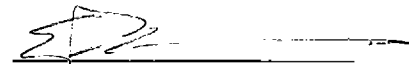
Hardat Persaud



Michael Moran



Tony Porter



Edward Wiersma

Letter of Understanding #2

**TEAM LEAD**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE BOARD OF GOVERNORS OF EXHIBITION PLACE**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5116**

A "Team Lead" is a Security Guard that is designated through an interview process and awarded the position based on merit. There will be four or more positions dependent on interest and successful completion of the interview process and training. The position(s) will be assigned when determined it is required by management. The purpose of the position is to support the operations of the Department through taking a leadership role in the organization of Security Guard daily routines.

**Responsibilities**

The general responsibilities of a "Team Lead" are as follows:

In addition to regular Guard duties and assignments, the "Team Lead" will,

- Deliver pre-scripted briefing to staff reporting for duty including the briefing of pre-determined assignments
- Sign out and account for equipment issued to staff reporting on and off duty
- Ensure safety and maintenance related issues noted by staff during the assigned shift are made safe and are documented by staff through standard operating procedures
- Report to on call Manager any staff shortages
- Report to on call Manager any incidents of level 3 or 4 severity
- Facilitate pre-assigned break schedule for staff
- Report to on call Manager any challenges/concerns that are not resolved
- E-mail a shift summary of the activities that took place throughout the shift as "Team Lead"

**Application Process**

An expression of interest call for the "Team Lead" position will be posted to all Security Guards and will remain posted for a two week period. Security Guards may express their interest in the "Team Lead" position by e-mail or by hand-delivering a letter expressing their interest to the Manager of Security Services. All interested candidates will be interviewed to determine the most appropriate Guard for this position. A decision will be based on those meeting the below criteria and Guard merit. Interested candidates must:

- Maintain all requirements of a Security Guard

- Have open availability consistent with working the existing "Full Time" schedule
- Be able to work 12 hour shifts on a rotational basis
- Have two or more years of seniority with Exhibition Place Security Services
- Have a proven record of performance measured through consistently exceeding the Department's measurable standards
- Have a proven record of leadership skills specific to Exhibition Place Security Services
- Must attend and successfully complete all "Team Lead" training

**Position Duration and Reapplication**

A Security Guard may be in the position of "Team Lead" for one year after which the position(s) will be posted again and all Security Guards meeting the criteria may express interest in the "Team Lead" position. Once designated in the position, the Security Guard must commit to one year within the position. Management reserves the right to remove a Security Guard from the "Team Lead" position based on fair assessment of the performance of the Security Guard in the position.

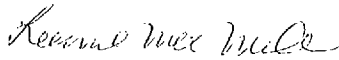
**Remuneration**

Security Guards designated the position of "Team Lead" will received a rate increase of \$1.00 per hour in addition to their regular rate of pay while assigned to the position. Security Guards designated to the position will receive training for the position and will be paid at their regular rate of pay for these training sessions.

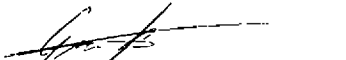
The position of "Team Lead" and its remuneration shall not be considered formalized until the formal selection process has been completed. Any previous occasion where a Security Guard may have been assigned a "Team Lead" role will not be considered as an advantage to the selection process of considered for back dated remuneration.

This agreement shall remain in effect until December 31, 2019.

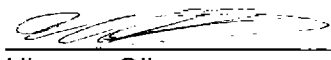
For the Union:



Leanne MacMillan

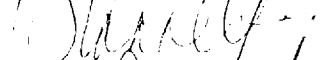


Eric Keung



Ulysses Gibson

For the Employer:



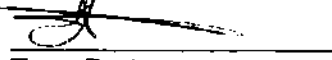
Dianne Young



Hardat Persaud



Michael Moran



Tony Porter



Edward Wiersma

Letter of Understanding #3

**SHIFT CHANGE PROCESS**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE BOARD OF GOVERNORS OF EXHIBITION PLACE**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5116**

Employees are to commit to the schedule they are assigned or choose. Employees requesting to change their accepted schedule, must notify the Manager of Security Services in writing (e-mail), at least one (1) week prior to the shift being changed. Employees are entitled to forfeit their shift or exchange shifts with another employee.

If a shift is requested to be forfeited, the available shift will be made available to employees through the standard scheduling process.

If a shift is requested to be switched with another employee the following criteria must be met:

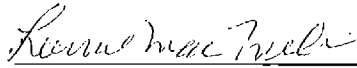
- The shift switch must be made with an employee that has received equal or more training
- If the switch includes an employee on modified duties, it is at the discretion of the Manager of Security Services to allow the switch based on operational demands
- The shift switch must be made within the same pay period
- The shift switch must not incur overtime by either employee, statutory holidays excluded
- The shift switch must not create a turnover in shifts less than 10 hours
- The shifts being switched must be switched in whole
- The shift switch must be authorized by the Manager of Security Services prior to the switch being considered approved. Authorization of the change will be issued by response in written (email) to the original request.

Given the appropriate notice the number of shift change requests per employee is unlimited.

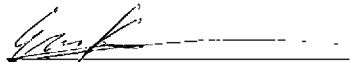
Authorization will not be withheld provided the change/switch meets the criteria outlined above.

This agreement shall remain in effect until December 31, 2019.

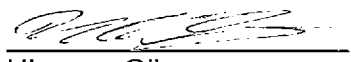
For the Union:



Leanne MacMillan

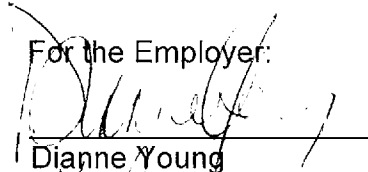


Eric Keung

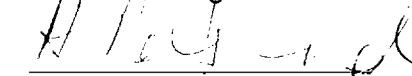


Ulysses Gibson

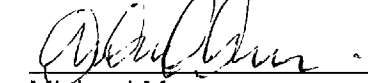
For the Employer:



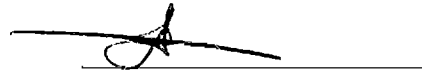
Dianne Young



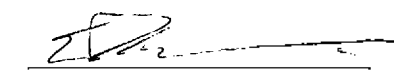
Hardat Persaud



Michael Moran



Tony Porter



Edward Wiersma