

# COLLECTIVE AGREEMENT

between

THE BOARD of GOVERNORS of EXHIBITION PLACE



and

THE CANADIAN UNION of PUBLIC EMPLOYEES  
and its Local 2840

**CUPE·SCFP**

January 1, 2022 - December 31, 2024

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## **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 2840 as the sole and exclusive collective bargaining agent for all employees of the Board of Governors of Exhibition Place in the City of Toronto employed in the Parking Department in classifications listed in Schedule "A" of this Agreement, save and except persons above the rank of supervisor, office and clerical staff, students employed during the Exhibition, and persons covered by any subsisting Collective Agreement.
- 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 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, recall or retire 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 volunteers to perform the required work are not available; the determination of financial policies, including general accounting procedures and relations with the public;

- (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 and the express provisions of this Agreement constitute the only limitations upon the Employer's rights.

#### **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 and the Employer shall not be required to recognize any Steward until it has been so notified,

5.02 A Steward may investigate and process grievances in accordance with the Grievance Procedure as set out in this Agreement.

5.03 A Steward shall not leave their regular duties to investigate or process any grievance or to negotiate with the Employer without first obtaining the permission of their Parking Coordinator and the Parking Coordinator of any employee to whom they wish to speak, provided that such permission shall not be unreasonably withheld. It is understood that Stewards will not absent themselves from their regular duties unreasonably.

- 5.04 A Union Representative may attend any meeting with the Employer in respect of this collective agreement 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 (a) 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 fifteenth (15<sup>th</sup>) day of the month following, accompanied by a list of the names and addresses on file of all employees from whose wages deductions have been made. A copy of this list shall also be forwarded to the Secretary of the Local Union.
- (b) 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 The Employer agrees to advise new employees of the provisions of this article when first hired. 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 meet with each new employee within regular working hours, without loss of pay, 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 - NO DISCRIMINATION**

- 7.01 The Parties agree to abide by the provisions of the Ontario Human Rights Code, R.S.O., 1990, as amended from time to time.

#### **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01 The purpose of this Article is to establish a procedure for the settlement of grievances.
- 8.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall discuss their complaint with their Parking Coordinator within seven (7) calendar days of the incident giving rise to the complaint. The Parking Coordinator shall state their decision verbally within four (4) calendar days of receiving the complaint.

#### STEP 1

Should the employee be dissatisfied with the Parking Coordinator's disposition of 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 Parking. 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 Parking shall answer the grievance in writing within seven (7) calendar days.

#### STEP 2

If no settlement is reached at Step 1 the grievor, the Steward and the Chief Steward and representatives of management shall meet within seven (7) calendar days of receipt of the reply of the Manager of Parking to discuss the grievance. The Union's Representative may be in attendance at this meeting. Management shall answer the grievance in writing, within seven 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.

#### 8.03 Policy Grievances

The Union or the Employer may initiate a policy grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within fourteen (14) calendar days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under Article 10 by either the Union in the case of the Union policy grievance or the Employer in the case of the Employer policy grievance. The Union may not file a grievance directly affecting an employee or employees which such employee or employees could themselves file and the regular Grievance Procedure shall not hereby be by-passed.

- 8.04 An employee shall not be discharged without a fair hearing at which they shall have the opportunity for Union Representation. Whenever an employee is discharged or suspended the grievance shall be initiated at Step 2 within seven (7) calendar days after said employee has been discharged or suspended. Management shall confer with the Representatives(s) of the Union within seven (7) calendar days after receipt of the grievance. Management will advise the Union in writing of its decision in respect to the grievance within seven (7) calendar days following the Step 2 meeting.

#### 8.05 Layoff and Recall Grievances

Grievances concerning layoff and recalls shall be initiated at Step 2 of the Grievance Procedure.



8.06 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.

8.07 Mediation

Once the Union or the Employer has processed a grievance to arbitration, both Parties may agree to use the services of a mutually agreeable Mediator to assist in resolving the grievance. The grievor will attend the mediation meeting at the request of the Union. The Parties will jointly, in equal shares, bear the expenses of the Mediator. Any resolution reached by the Parties through mediation shall be binding upon the Parties and the grievor, but shall be without precedent or prejudice. In the event that no resolution is reached, the grievance may proceed to arbitration.

**ARTICLE 9 – DISCHARGE AND SUSPENSION CASES**

This Article intentionally left blank

**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 arbitrable, 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 2 of the Grievance Procedure and shall contain the names of three (3) suggestions of arbitrators. The recipient of the notice 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 (a) 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, contrary to,

the terms and conditions of this Agreement; or in any way modify, add to, or delete from any provision of this agreement.

- (b) When a discharge or suspension grievance proceeds to arbitration, the Arbitrator may make a ruling:
  - (i) confirming the Employer's action;
  - (ii) 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 deposition of their case); or
  - (iii) disposing of the grievance in any other manner which may be just and equitable

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

10.05 Failing a 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 - JURY AND WITNESS DUTY**

11.01 An employee who is selected for services 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 services 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.

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

- (a) inform the on-duty Parking Coordinator within twenty-four (24) hours of their selection for services 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 services as a juror or witness; and
- (d) have completed their probationary period.

## **ARTICLE 12 - HOURS OF WORK, OVERTIME AND SCHEDULING**

12.01 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.

12.02 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 periods of three (3) work weeks, by the Wednesday (at 4:30 pm) preceding the effective date of the schedule. It may be necessary to revise work schedules once posted as a result of a cancellation, addition or reduction to shows or functions.
- (b) Employees shall be scheduled by seniority within their job classification, Employees shall be scheduled for work up to eight and one-half (8 ½) hours per day and forty-two and one half hours (42 ½) per each scheduled period of one (1) work week commencing with regular employees with subsequent consideration to casual employees, subject to 14.02 and 15.05. Article 17 regarding temporary transfers then applies. Within the CSR classification, probationary/new employees would be considered after all casuals had been scheduled. Days off will be according to schedule requirements.
- (c) Whenever possible, and subject to submitted availability forms, regular employees by classification and seniority will be scheduled for day shift work when both full day shift and evening shift work is available. It is understood that the most senior qualified regular employee will be afforded the opportunity to work the earliest possible shift that day.
- (d) If additional hours of work become available after the schedule is posted due to the absence of a previously scheduled employee, the Employer may call in other employees not on the schedule for that day to fill that vacancy from a list of employees who may be willing to work on short notice. Selection from the list shall be by seniority. This list is to be updated quarterly and copied to the Union.
- (e) If additional hours of work become available after the schedule is posted due to changes to existing shows/events or when new shows/events are

added, the Employer may call in other available employees in order of seniority to fill the vacancy in the following order:

- i. in seniority order from a list of employees who are already scheduled to work that day and the variance between the available shift and the shift they are scheduled to work is equal to or greater than three (3) hours. The Employer may fill the shift of any employee(s) vacating their shift to accept a newly created shift by calling employees in seniority order from a list of those employees not already scheduled to work.
- ii. in seniority order from a list of employees who are already scheduled to work that day if additional hours do not overlap from the employee's previously scheduled hours and the employee has secured a minimum of eight (8) hours rest prior to the first shift of the day and the employee is able to secure a minimum of eight (8) hours rest from the last shift of the day to the employee's next shift.
- iii. in seniority order from a list of employees not already scheduled to work.

It is understood that employees will not be canvassed to work a shift with additional hours if it places them in an overtime situation. The provisions of Article 12.02(c) will not apply to this Clause 12.02(e).

- 12.03 Unless employees are notified prior to leaving home 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.
- 12.04 In the event that an employee is unable to report for work at their scheduled starting time, they shall advise the on-duty Parking Coordinator 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 Parking Coordinator of the date of their return to work at the earliest possible time and not later than the day prior to their return.
- 12.05 Time and one-half ( $1\frac{1}{2}$ ) an employee's straight time hourly rate shall be paid for all hours worked in excess of eight and one half ( $8\frac{1}{2}$ ) hours in a day and/or forty-two and one-half ( $42\frac{1}{2}$ ) hours per each posted scheduled period of one (1) work week. A work week shall be defined as commencing on Sunday at 12.01 a.m and ending on the following Saturday at midnight. 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 ( $1\frac{1}{2}$ ) the straight time hourly rate but will not be included for the purpose of calculation of overtime pay for the same work week.



- 12.06 Available overtime shall be distributed as equitably as possible amongst Regular and Casual 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.

For the purposes of calculating the equitable distribution of unplanned overtime, should an employee decline an overtime opportunity or the Employer is unable to reach the employee, it shall be recorded as a declined overtime opportunity. For each subsequent unplanned overtime opportunity, the Employer will offer the overtime to the next senior employee on the seniority list to the employee who worked the previous overtime opportunity and so on until the overtime shift is filled.

- 12.07 Employees requesting time off shall notify the employer in writing, at least six (6) days prior to the posting of the weekly work schedule. Permission shall not be unreasonably denied.
- 12.08 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 one-half (½) hour lunch.
- 12.09 The minimum scheduled shift shall be at least four (4) hours in duration, with the exception of training sessions or employer called meetings, which may be less than four (4) hours.

#### **ARTICLE 13 - LAYOFFS AND RECALLS**

- 13.01 The employee with the greatest seniority within the classification will be the last to be laid off and conversely the first to be recalled from layoff providing the employee holds the ability and qualifications to perform the requirements of their position. This paragraph shall not apply in cases of layoffs of less than two (2) weeks duration.
- 13.02 New employees shall not be hired in any classification until laid off employees in that classification who hold the ability and qualifications to perform the requirements of the position have been given the opportunity of recall.
- 13.03 An employee being recalled after layoff, shall be notified by telephone or registered 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 registered 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.

13.04 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 three (3) 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 layoff or bumping of an employee holding greater seniority.

#### **ARTICLE 14 - DEFINITIONS**

14.01 A "Probationary Employee" shall be defined as an employee with less than five-hundred twenty (520) hours worked for the Employer in the preceding two (2) calendar years.

14.02 (a) A "Casual Employee" shall be defined as an employee who has met the requirements of clause 14.01 and completed no more than one-thousand (1000) hours worked for the Employer in the preceding calendar year.

(b) To maintain their seniority for scheduling purposes a Casual Employee must have completed five-hundred twenty (520) hours in the preceding calendar year. A Casual Employee who does not maintain their seniority for scheduling purposes will be scheduled ahead of Probationary employees in accordance with clause 12.02 (b).

14.03 (a) A "Regular Employee" shall be defined as an employee who has met the requirements of clause 14.01 and completed a total of one-thousand (1000) hours or more worked for the Employer in the preceding calendar year. Subject to clause 15.04, effective January 1, 2020, a Regular Employee shall remain as a Regular Employee providing the employee has completed a total of eight hundred and twenty-five (825) hours worked in the preceding calendar year.

(b) An employee who loses their "Regular" designation will be placed on the "Casual" list in accordance with their seniority.

14.04 "Working day" shall be defined as consisting of eight and one-half (8 ½) straight time hours worked.

#### **ARTICLE 15 - SENIORITY**

15.01 Probationary employees shall have no seniority rights. Probationary employees shall be considered as being employed on a trial evaluation basis and may be discharged for performance related issues at the discretion of management. This discharge of a Probationary Employee shall not be the subject of a grievance and/or

arbitration pursuant to the provisions of this Agreement, except in cases where it is alleged that the Human Rights Code has been violated.

- 15.02 Seniority is defined as the length of service with the employer in the Parking Department and shall be accrued on the basis of the number of working hours worked for the Employer and be exercised within the employee's job classification. This shall include those hours paid although not worked as a result of an employee qualifying and receiving payment for a paid holiday(s), or for the period an employee receives lost time disability payments through the Workplace Safety & Insurance Act.
- 15.03 Seniority lists shall be supplied to the Union and posted on the Union Bulletin Board at the end of each calendar year. Once the seniority list is posted, employees concerned have ten (10) calendar days to contact the Union concerning errors or omissions in the posted seniority list. If the matter cannot be resolved by the Union at a Labour Management meeting, any grievance resulting from the posting of the seniority list shall be initiated at Step 2 of the grievance procedure according to Article 8.03 of this agreement.
- 15.04 Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:
- (a) if the employee leaves employ of the Employer;
  - (b) upon retirement;
  - (c) if discharged for any cause and not reinstated through the Grievance Procedure,
  - (d) for failure to report for duty after a layoff or leave of absence in accordance with the provisions of this Agreement, unless a reason acceptable to the Employer is given;
  - (e) if on layoff and not rehired within a period equal to their former accrued seniority at time of layoff;
  - (f) if absent from work for more than two (2) scheduled working days, without notifying the Employer;
  - (g) if absent from work for more than twelve (12) months for any reason, including accident or illness, or a period equal to the employee's seniority prior to absence, whichever is the lesser.
- 15.05 If an employee fails to attend three (3) scheduled shifts in any three (3) week posted schedule they will be considered for the next three (3) week posted schedule only after all Regular and Casual Employees have been scheduled.



If they are so scheduled accordingly, the employees will retain their Regular Employee status and rate of pay, including Article 32 hourly payments. Such employees will return to their previous priority for scheduling for the next three (3) week posted schedule.

Approved leaves of absence under the Collective Agreement and legislated leaves shall not be included in such calculations.

#### **ARTICLE 16 - GOVERNMENT LEGISLATION**

16.01 In the event that any of the provisions of this Collective Agreement are found to conflict with any valid and applicable Federal or Provincial Law now existing, or hereinafter enacted, it is agreed that such Law shall supersede the conflicting provisions without in any way affecting the remainder of the Collective Agreement.

#### **ARTICLE 17 - TRANSFERS**

17.01 Employees will be transferred to a higher classification based on being qualified and senior.

17.02 An employee temporarily transferred to relieve in a higher paying job classification shall receive the higher rate of pay for the relief period when the relief period exceeds one (1) hour. An employee temporarily transferred to relieve in a lower paying job classification shall not have their regular rate reduced for the relief period.

#### **ARTICLE 18 - BULLETIN BOARDS**

18.01 The Union shall have the use of a bulletin board in the Employer's Parking Department office location for the purpose of posting notices relating to the Union's business. Such notices must be approved by the Employer prior to them being posted.

#### **ARTICLE 19 - LEAVE OF ABSENCE**

19.01 The Employer may grant a leave of absence of up to a maximum of three (3) months without pay to employees for personal reasons. The employee may request and the Employer may grant an extension of such leave for up to three (3) additional three (3) month periods,

19.02 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.

19.03 Leaves as legislated and or enacted under the Employment Standards Act of Ontario will be granted.

19.04 Union Leave

Employees elected or appointed by the Union to attend conferences, conventions, educational events and to conduct the business of the Union shall be granted a leave of absence without pay for up to a maximum of one (1) year, provided that the Employer is given at least six (6) days' advance written notice prior to the posting of the weekly work schedule.

19.05 Pregnancy and/or parental leave, without pay, shall be in accordance with the Employment Standards Act, 2000, S.O. 2000, c. 41, as amended.

**ARTICLE 20 - UNION OFFICERS AND COMMITTEE MEMBERS**

20.01 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 Parking Coordinator. Such permission shall not be unreasonably withheld by the Employer.

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

20.03 For the purpose of collective bargaining, the Employer shall pay up to three (3) Bargaining Unit employees at their straight time hourly rate for all regularly scheduled hours of work spent in attendance at negotiation meetings with the Employer up to and including conciliation.

**ARTICLE 21 – GENERAL**

21.01 All new employees save and except CNE Summer Staff, shall become and remain members of the Union at their time of hire.

21.02 Pay Equity

The Parties agree that as of January 1, 1990, there were no female dominated job classes within the Bargaining Unit, and therefore, there are no pay equity adjustments required. This statement is deemed to constitute the Pay Equity Plan. As of the date of this Collective Agreement, there are still no female dominated job classifications.

21.03 Singular/Plural

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

## **ARTICLE 22 - CORRESPONDENCE**

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

## **ARTICLE 23 - REPRESENTATIVES**

23.01 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.

23.02 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 Parking Coordinators with whom the Union may be required to transact business, This notification shall be done annually or on a change of representatives.

## **ARTICLE 24 - RIGHT TO HAVE STEWARD PRESENT**

24.01 The Steward shall, if requested by the employee, be permitted to be present at a meeting, including grievance handling between the Employer's Parking Coordinators and an employee, if such meeting involves a written reprimand or suspension being imposed on an employee. In the event that the Steward is not present due to their unavailability at work, the written reprimand or the suspension will not be invalid as a result.

## **ARTICLE 25 - PAID HOLIDAYS AND VACATION PAY.**

25.01 The following shall be recognized as paid holidays and shall be paid according to the provision of the Employment Standards Act as amended from time to time.

New Year's Day	Boxing Day	Thanksgiving Day	Christmas Day
Victoria Day	Good Friday	Easter Sunday	
Labour Day	Canada Day	Civic Holiday	

To qualify for payment for these holidays, employees must meet the qualifications of the Employment Standards Act, The Parties agree not to include Family Day in this Article.

25.02 (a) Vacation pay shall be paid weekly. Vacation pay shall be equal to six percent (6%) of gross wages earned by Regular employees. Vacation pay for Casual and Probationary Employees shall be equal to four percent (4%) of gross wages.



- (b) Casual Employees receiving six percent (6%) of gross wages as of November 22, 2013 shall continue to receive six percent (6%) of gross wages for as long as they shall remain Casual employees.

#### **ARTICLE 26 - PAID BEREAVEMENT LEAVE**

26.01 The Employer shall pay Regular and Casual 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 wife, husband, common-law spouse, same-sex partner, father, mother, child, brother, sister, mother-in-law, and father-in-law, step-parent, foster parent, step-child, foster 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.

26.02 In order for an employee to qualify for payment under this Article, such

- (i) such employee must have completed their probationary period,
- (ii) such employee except for the death and funeral would otherwise have been at work,
- (iii) such employee when required by the Employer, shall provide satisfactory proof of death.

#### **ARTICLE 27- PAY DAYS**

27.01 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.

27.02 When an employee is laid off or terminated, their pay will be available at the Office on the regular payday for that pay period. Should the employee not pick up their pay on Thursday, then it shall be hand delivered or sent to the last known address by registered mail within seven (7) days.

27.03 Should the Employer's Offices be closed due to a specified holiday in any week, then employees shall be paid on the Friday following such holiday rather than on Thursday as called for in this Article.

27.04 All employees shall as a condition of their employment participate in payroll direct deposit.

#### **ARTICLE 28 - ADVERSE REPORT**

28.01 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.

28.02 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 29 - COPIES OF AGREEMENT**

29.01 The Parties agree to equally share in the cost of producing sufficient copies of the Agreement should the Agreement be copied in booklet form.

#### **ARTICLE 30 - CHANGES IN AGREEMENT**

30.01 Any changes deemed necessary by the Parties to this Agreement, may be made by mutual agreement in writing in the form of a Letter of Understanding at any time during the term of this Collective Agreement. Such Letter to be discussed and reviewed for implementation at next set of negotiations.

#### **ARTICLE 31 - JOB CLASSIFICATIONS AND RATES OF PAY**

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

#### **ARTICLE 32 - HEALTH AND WELFARE**

32.01 The Employer agrees to pay the following amount on an hourly basis for each hour worked to Regular Employees, those having attained Regular status as defined in Articles 14 and 15:

Effective January 1, 2016, \$3.02 per hour worked.

Effective January 1, 2022, \$3.29 per hour worked.

#### **ARTICLE 33 - PENSION**

33.01 It is understood and agreed that the Ontario Municipal Employees Retirement System (OMERS) plan by statute, is applicable to employees represented by CUPE Local 2840.

#### **ARTICLE 34 - HEALTH AND SAFETY**

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

34.02 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 Parking. Time spent for meetings will be paid for by the Employer.



## ARTICLE 35 - TERM OF AGREEMENT

35.01 This Agreement shall be effective January 1, 2022 and end on December 31, 2024, 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 28<sup>th</sup> Day of July 2022.

### FOR THE UNION

GARY GOSSE (08/07/2022 23:10 EDT)

Gary Gosse  
President, CUPE Local 2840

GARY SOUTHERN  
Gary Southern  
CUPE Local 2840

13:05 EDT)

Lindsay Southern  
CUPE Local 2840

CHRIS SUTTON (08/07/2022 13:10 EDT)

Chris Sutton  
National Representative

### FOR THE EMPLOYER

DON BOYLE  
Don Boyle  
Chief Executive Officer

HARDAT PERSAUD  
Hardat Persaud  
Chief Financial Officer & Corporate Secretary

TONY PORTER  
Tony Porter  
Director, Security & Transportation

DAVID LYEW  
David Lyew  
Parking Services Manager

KELVIN SEOW  
Kelvin Seow  
Chief People & Strategy Officer

## **SCHEDULE "A"**

### **Parking Department Job Classification and Rates of Pay**

<b>Classification</b>	<b>Jan 1, 2022</b>	<b>Jan 1, 2023</b>	<b>Jan 1, 2024</b>
Foreperson	\$19.76	\$20.06	\$20.36
Leadhand	\$19.76	\$20.06	\$20.36
Customer Service Representative	\$16.78	\$17.03	\$17.29
Probationary Customer Service Representative	\$15.00	\$15.23	\$15.46
Vacation Pay in accordance with Article 25			
Health & Welfare (Regular Employees)	\$3.29	\$3.29	\$3.29

### **Exhibition Staffing**

During the period of the Annual Exhibition, Bargaining Unit employees shall retain their regular rate for the CNE period although assigned to perform outside the scope in functions other than listed in Schedule "A" of this agreement

### **LETTER OF AGREEMENT- PAID LUNCH BREAKS**

The Employer and CUPE Local 2840 agree that upon the ratification of the Collective Agreement that is, January 1, 2019 to December 31, 2021, subject to the arrangement being mutually beneficial to all Parties and being in accordance with applicable laws, clause 12.08 of the Collective Agreement shall be applied so that no formal scheduled lunch break will take place during the regular work day.

A lunch break will be taken only when operational requirements permit.

Employees shall not be permitted to leave the premises when taking a lunch break.

In exchange, it is agreed that all employees covered by the Collective Agreement who are scheduled for five (5) or more hours will be paid for the lunch period.

Both Parties reserve the right to end the practice noted above by providing thirty (30) days written notice to the other Party

### **LETTER OF AGREEMENT - SCHEDULING OF NEW SHOWS**

In circumstances where there is insufficient work during new shows/events, employees who are at work will be canvassed in seniority order to determine if they are interested in ending their shift early. Should no senior employee be interested in ending their shift early, employees will be released from their shift in reverse order of seniority. No employee released will receive less hours than provided for in clause 12.09.

This agreement will expire on December 31, 2021 and shall only be renewed thereafter upon the mutual agreement of the Parties.

### **NEW – LETTER OF UNDERSTANDING**

If Ontario's hourly minimum wage increases above the Probationary CSR hourly rate of pay during the term of the 2022-2024 collective agreement, the Probationary CSR rate will reflect the legislated change, and the parties agree to review wage compression in Schedule 'A' and correct appropriately.