

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**METRO TORONTO CONVENTION CENTRE  
CORPORATION**

(the "Employer")

**- and -**

**CANADIAN NATIONAL FEDERATION OF  
INDEPENDENT UNIONS**

(the "Union")

Expiring March 31, 2020

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## **Article 1 – Recognition**

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Security Guards and Lead Hands employed by the Employer. (2013)
- 1.02 “Employee” as used in this agreement shall mean those persons described in the bargaining unit set forth above.
- 1.03 The Employer agrees to supply the Union with names and classifications of all present Employees covered by this agreement, and of all new Employees covered by this agreement at the commencement of their employment.

## **Article 2 – Relationship**

- 2.01 There shall be no solicitation for membership or other Union activities during the Employer’s time or on the premises, except as permitted by this agreement or with the expressed prior written permission of the Employer. Further, reasonable and adequate notice with respect to meetings or other Union business must be provided, and such requests will not be unreasonably denied. The employer agrees to provide a meeting room for union business provided Employees do not attend while actively on shift.

## **Article 3 – Union Security**

- 3.01 As a condition of employment, each and every Employee who has completed his/her probationary period must become and remain a member in good standing of the Union.
- 3.02 The Employer will deduct an amount equivalent to Union dues (and Union initiation fee where applicable) from an Employee’s regular pay each pay period. Applicable rates are as certified in writing by the Union.
- 3.03 Such monies, together with a detailed list of such collections, shall be remitted by cheque, payable to the order of the Union, to the Secretary-Treasurer of the Union not later than the 15<sup>th</sup> of the month following the pay period for which deductions were made.
- 3.04 The Union agrees to save and hold the Employer harmless against all claims or any other liability that may arise of or by reason of deductions made or payments made in accordance with the provisions of this Article.
- 3.05 The Employer will indicate the amount of Union dues paid by Employees on their T-4 slips.
- 3.06 A Union Steward will be permitted to meet all new Full-time and Part-time Employees of the bargaining unit on the Employer’s premises during working hours subject to a period of fifteen (15) minutes at the shift

commencement, within the probation period, provided business permits.  
(2013)

#### **Article 4 – Rights and Functions of Management**

- 4.01 The Union recognizes and acknowledges that the management of the business and the direction of the working forces are the exclusive right of the Employer and remain solely with the management except as specifically limited by the provisions of the Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency.
  - (b) Hire, retire, discharge, classify, direct, transfer, promote, demote, lay-off and suspend or otherwise discipline Employees, subject to an Employee's right to lodge a grievance as herein provided. Disciplinary measures shall be appropriate to their cause and to principles of progressive discipline except in cases of gross misconduct, negligence of life safety or life safety systems. (2013)
  - (c) Generally to manage the enterprise in which the Employer is engaged and, without restricting the generality of the foregoing, to determine methods and techniques of work, the content of jobs, schedules of work, kinds and locations of machines and tools to be used, to determine the number of personnel to be required from time to time, and also to determine the extension, limitation, curtailment, or cessation of operations and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this agreement.
  - (d) The Employer has the right to make, alter and implement reasonable rules and regulations to be observed by Employees, relating to the conduct of Employees which are not inconsistent with the provisions of this agreement. Such rules and regulations will be brought to the attention of the Employees.
- 4.02 The Employer will post and/or make position descriptions available to Employees and Chief Steward. The Union will be given copies of job descriptions and copies of any new changes.
- 4.03 Management will not perform the work of bargaining unit Employees except in the case of emergency.

#### **Article 5 – No Discrimination**

- 5.01 (a) Duty of Fairness: The Employer and the Union agree that in the exercise of each of their rights and the administration of this Agreement, they shall do so in a non-discriminatory manner.

- (b) The parties further agree that they will abide by the Ontario Human Rights Code.

## **Article 6 – Strikes and Lockouts**

6.01 The Employer agrees that there will be no lockout of the Employees during the term of this agreement, and the Union agrees that there will be no strike, slowdown, sit down or other action which will interfere with the operations of the Employer in any manner, including, but not limited to, the refusal to cross picket lines of other Unions of or at the Employer.

It is the right of the Employee not to cross a picket line should they determine at the scene, that they would be in physical danger.

## **Article 7 – Seniority**

7.01 Seniority, as referred to in this Agreement, shall be the relative status of Employees with respect to their accumulated service within the bargaining unit. Where two or more Employees are hired on the same day their seniority will be established by lottery.

7.02 (a) Any new Employee hired on a Full-time basis will be considered on probation and will not be placed on the seniority list until after he/she has accumulated 90 calendar days with the Company. The probationary period may be extended upon mutual agreement by the Company and the Union prior to the expiry of the probationary period.

(b) A Part-time Employee will be considered on probation and will not be placed on the seniority list until he/she has accumulated 550 hours of work with the Employer. This would include any hours worked as an Event Security Guard.

(c) Any newly promoted Employee hired to a Lead Hand position, will have the ability to revert back to the Security Guard position only during the 90 calendar day probationary period. (2013)

7.03 The following will define for the purposes of this agreement, Full-time, Part-time and Casual (i.e. Event Security Guards):

(a) A Full-time Employee shall be defined as any bargaining unit member who is regularly scheduled to work more than approximately 23 hours per week but in any event 1200 hours or more in the twelve month status review period.

Full-time Employees shall be available to work 80 hours during the pay period. (2010)

(b) A Part-time Employee shall be defined as any bargaining unit member who is regularly scheduled to work less than approximately 23 hours per week but in any event less than 1,200 hours in the 12 month status review period.

- (c) A Casual/Event Security Guard is an Employee hired for additional coverage for a specific event or overload situation. Casual/Event Security Guards will not be utilized unless all Part-time and Full-time Employees have been offered the available hours and such hours would not be overtime. Casual/Event Security Guards shall perform crowd control functions only and shall not fill base security positions.
- 7.04
- (a) Should a Part-time Employee work 1200 hours or more in a calendar year, he/she may become a Full-time Employee for the following calendar year and thereafter, so long as his/her hours are not reduced below 1200 hours in a subsequent calendar year.
  - (b) When a Part-time Employee achieves the required number of hours to move to Full-time status s/he may elect in writing to opt out of doing so by signing a waiver form. In this event, the Employee shall receive credit for his/her accumulated hours worked and shall therefore be placed in the appropriate position on the department Part-time list.
  - (c) When said Part-time Employee chooses to opt out of Full-time status, the Employer shall post the Full-time position.
- (2010)
- 7.05
- (a) A Full-time Employee's name will be placed on the seniority list with seniority dating from 90 working days prior to the date when he/she attains seniority.
  - (b) A Part-time Employee's name will be placed on a separate seniority list based on the number of hours worked since date of hire, and his/her placement on the list will be reviewed on a semi-annual basis.
- 7.06
- When a Part-time Employee attains Full-time status per Article 7.04, an appropriate seniority date will be established based on the total number of hours worked by the Employee since date of hire divided by 2080 hours per year.
- An Employee may only receive credit for a maximum of 2080 hours in any calendar year.
- 7.07
- (a) The Employer agrees to conduct a status review as referred to in Article 7.03 on an annual basis each January.
  - (b) After this status review, the Employer will post a separate seniority list for both Full-time and Part-time Employees showing the name of each Employee in seniority order.
  - (c) New Full-time Employees will be added to the bottom of the list in an appropriate order based on the seniority date as calculated in Article 7.06 or 7.02(a).
  - (d) A Part-time Employee's position on the seniority list will be based on the total number of hours worked with the Employer since being hired

into the Department. The Part-time Employee with the highest cumulative hours as determined every six months in or around July and January each year will be placed at the top of the seniority list with subsequent employees listed in descending order.

- (e) The Union or an Employee may bring any perceived inaccuracies on this list to the attention of the Employer within fifteen (15) calendar days of such posting. The Employer agrees to provide the Union with copies of the list(s) semi-annually, on or about February 1 and August 1.

7.08 It shall be the duty of Employees to inform the Employer promptly of any change of address and telephone number. If an Employee fails to do this, the Employer will not be responsible for failure of notice to reach the Employee.

7.09 An Employee shall lose all seniority with the Employer and be deemed terminated if he/she:

- (a) voluntarily quits the employ of the Employer or retires;
- (b) is discharged for cause and the discharge is not reversed through the grievance procedure;
- (c) is absent due to layoff for a period of one year of his/her service seniority, whichever is less;
- (d) is absent from work for a period of three or more consecutive scheduled working days without notifying the Employer and providing satisfactory reasons for his/her inability to call or report;
- (e) is absent due to illness or disability for a period of (24) twenty-four months from the time of the disability or illness on the basis that the Employee is medically unfit to return to work in the future, subject to any legal rights the Employee may have under the law;
- (f) does not return to work within four (4) working days of a recall from layoff unless previously agreed by the Employer, or the Employee was medically incapable to return, or unless required by law to give notice to another Employer;
- (g) fails to return to work from an authorized leave of absence on the agreed date unless he/she has provided a satisfactory reason for his/her inability to call or report;
- (h) is absent due to an unapproved leave without reasonable cause; or (2013)
- (i) transfers to a position outside the bargaining unit for a period extending beyond six months. (2010)



- 7.10 Bargaining Unit Employees are welcome to apply for any non-bargaining unit position as posted from time to time and selection is at the sole discretion of the Employer. Such selection process is not a matter for grievance or arbitration. A six (6) month trial period shall apply during which time either party may elect that the individual return to their previous position. Such Employee(s) shall not accumulate seniority while working outside the bargaining unit.
- 7.11 Where a vacancy exists, should a Full-time employee wish to drop to Part-time status, s/he will make the request in writing. Requests will be reviewed, and subject to operational needs, will not be unreasonably denied.

## **Article 8 – Hours of Work**

- 8.01 It is recognized that the Employer operates a “continuous” type operation requiring (24) twenty-four hours coverage each day of the year.
- (a) Should conditions change and/or the normal shift no longer provides the appropriate coverage, the Employer will modify the shift and advise the Union prior to any change.
  - (b) Full-time Employees not scheduled as part of the regular rotation will be scheduled in accordance with their seniority to a maximum of twelve (12) hours per day and eighty (80) hours over a two (2) week timeframe.
  - (c) Part-time Employees will be scheduled by seniority, provided that they are available, to a maximum of twelve (12) hours per day and forty-eight (48) hours (plus or minus two hours) over a two (2) week timeframe. If all Part-time Employees have been offered forty-eight hours (plus or minus two hours) during the pay period and there are shifts available, they shall be offered to Part-time Employees in seniority order. (2013)
  - (d) Any specification of hours of work herein does not constitute a guarantee of hours per day/per week.
  - (e) It is recognized by the Union that Casual/Event Security Guards or other services necessary will be employed / retained to meet the needs of the operation. (2010)
- 8.02
- (a) An Employee who works in excess of twelve hours per day or in excess of eighty (80) hours over a two (2) week pay period, will be paid time and one-half (1.5) for all such hours.
  - (b) A Part-time Employee will not receive overtime for working an unscheduled shift unless the total of his/her hours worked exceed eighty (80) hours in a two (2) week pay period.
  - (c) Clause 8.02 (a) and (b) will not apply to mutually agreed upon shift change reliefs between guards.

- (d) Where an Employee is required to attend an in-class training session or communication meeting, the Employee shall be paid at his/her hourly wage rate for a minimum of 4 hours.

Where specialized and/or specific training related to the Security Department is scheduled, all Security Employees will be required to attend the training and shall be paid at his/her regularly hourly wage rate for all time spent at such training with a minimum of 4 hours. Should such a training session take place on an Employee's scheduled day off, s/he is required to attend the training unless it is unreasonable to do so.

Employees will not have their regular schedule altered to accommodate the training unless it is mutually agreed to do so.

- 8.03 (a) The Employer will endeavour to distribute overtime opportunities as equally as possible and overtime will be offered first to Full-time, seniority Employees on a continuous rotation basis, it being understood that overtime opportunities needing a Lead Hand will be offered first to existing Lead Hands on a continuous rotation basis. In the event the shift isn't filled in this manner, it will be offered to all other qualified Lead Hands on a continuous rotation basis. Employees who accept overtime shifts will then wait the full rotation before being offered another overtime shift. If an Employee refuses the overtime offered, the Employee will wait the full rotation before again being offered the work. (2013)

With the exception of Employees who would be unavailable based on their schedule to accept the overtime opportunity, if an Employee is missed on the regular rotation, they will be offered the next available overtime shift of the same length as the one they missed.

- (b) If all Full-time and Part-time Employees refuse an additional and/or overtime shift, then the shift will be assigned to an Employee in inverse order of seniority starting with Part-time Employees and then Full-time Employees. This notwithstanding, no Employee will be assigned the overtime shift if it means that he/she will work more than sixteen (16) consecutive hours and would therefore pose a health & safety risk to himself/herself and/or his/her co-workers.
- (c) If per Article 8.03(b) the Employer is unable to fill the necessary shift complement and it determines that there may be a health & safety risk to its Employees, the Employer shall have the right to use an outside contractor to fill these vacancies.
- (d) Where a scheduled shift is extended due to operational needs and business demands and attracts overtime pay, such overtime hours will not constitute a shift for the purposes of offering overtime opportunities. (2010)

- 8.04 The Employer will endeavour to provide shift changes upon the request of Employees so long as such changes do not interfere with the operation of the Department or require the Employer to incur additional cost. All shift changes shall be pre-approved by management.
- 8.05 When changes are required to a Full-time Employee's regular schedule due to operational needs and business demands, the Employer agrees to provide the Employee with at least forty-eight (48) hours notice of such changes. The Employer will not be required to provide such notice in cases of emergency but shall endeavour to provide as much notice as possible under the circumstances.
- Employees will not have their schedules changed for the sole purpose of avoiding overtime payment.
- 8.06 (a) To ensure new hires are trained appropriately in their duties and informed about health & safety matters, the parties have agreed to a minimum of 48 training hours. Such training hours will not impact the number of employees normally scheduled.
- (b) Training of new Employees will be conducted by Management, however, based on operational needs and business demands an Employee Trainer may be assigned to assist. (2010)
- 8.07 The Employer agrees to schedule Employees with a minimum of 8 hours off between shifts unless mutually agreed otherwise.

## **Article 9 – Reporting Allowance**

- 9.01 An Employee who reports to work at the commencement of his/her regular scheduled shift shall receive:
- eight (8) hours work or eight (8) hours pay at his/her regular straight hourly rate for Full-time Employees
  - four (4) hours work or four (4) hours pay at his/her regular straight time hourly rate for Part-time Employees
  - Full-time Employees called in for an overtime shift will be guaranteed a minimum of eight (8) hours work or eight (8) hours pay at the overtime rate (2010)

unless the Employee is notified in advance not to do so or unless the failure to supply work is due to conditions beyond the control of the Employer.

## **Article 10 – Call-In Pay**

10.01 An Employee who is called in to work outside his/her regular schedule shall be guaranteed a minimum of four (4) hours work at straight time.  
(2010)

## **Article 11 – Bereavement Leave**

11.01 An Employee may be required to take time off due to a death in their immediate family as outlined below.

- (a) For the purpose of this agreement, immediate family shall mean parent or “parent-in-law”, spouse, common-law partner, brother or “brother-in-law”, sister or “sister-in-law”, child, grandparent, ward and guardian. (2013)
- (b) A Full-time Employee will be provided four (4) regularly scheduled days off with pay for Bereavement if taken within ten (10) days of the death of their parent (father/mother), spouse, common-law partner, child, brother and/or sister. (2013)
- (c) A Full-time Employee will be provided three (3) regularly scheduled days off with pay for Bereavement if taken within ten (10) days of the death of their “parent-in-law”, “brother-in-law”, “sister-in-law”, grandparent, ward and/or guardian.
- (d) Part-time Employees will be provided a paid leave of absence with the same timeframes.

11.02 Management reserves the right to request appropriate documentation of the death.

11.03 The Employer may, at its sole discretion, extend such leave in the event that travel time is required.

11.04 An Employee will not be eligible to receive payments under this section for any period in which he/she is receiving other payments in the form of designated holiday pay, disability benefit or worker’s compensation.  
(2013)

11.05 When an Employee is unable to attend the funeral of a member of his/her immediate family, he/she will be allowed the shift off with pay on the day of the funeral or, if the Employee is not scheduled to work that day, on his/her last scheduled day prior to the funeral.

## **Article 12 – Bulletin Boards**

12.01 The Employer will provide a bulletin board for the exclusive use of the Union for the purpose of posting notices of meetings, elections, negotiations, conventions and general Union business. All notices must

be signed by an authorized representative of the Union. The Union agrees not to post any material of a defamatory nature.

### **Article 13 – Rest Periods**

- 13.01 The Employer shall provide to all Employees a ten (10) minute paid rest period for every four (4) hours of work.
- 13.02 The Employer will provide to all Employees a one (1) hour paid lunch period for every twelve (12) hour shift. In case of an eight (8) hour shift, the lunch period would be thirty (30) minutes.
- 13.03 For all rest periods and lunch breaks, Employees must remain at the facility. Employees shall promptly respond to emergency and/or client requests as required.
- 13.04 The Employer will provide the service of a cafeteria and Employees will pay the going price for said meals and beverages.

### **Article 14 – Holidays**

- 14.01 An active Full-time Employee who has completed his/her probationary period shall receive the following recognized holidays with pay:

New Year's Day  
Family Day (2010)  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Remembrance Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
December 31

plus one birthday day to be taken during the week in which it falls unless otherwise mutually agreed.

- 14.02 Recognized holiday pay will be paid out as follows:
- An Employee scheduled to work on the recognized holiday will be paid at the rate of one and a half (1.5) times their regular rate for all hours worked plus straight time for all hours worked on the statutory holiday.
  - An Employee not scheduled to work, and subject to Article 14.03, shall receive twelve (12) hours pay at his/her regular hourly rate.

- Part-time Employees will be paid for hours in accordance with the Employment Standards Act.

14.03 In order to be eligible for holiday pay, Employees must:

- (1) be an active Full-time Employee; and
- (2) have worked their scheduled shift day immediately preceding and after a holiday, unless s/he fails without reasonable cause to work all of their last regularly scheduled day of work before the public holiday or all of their first regularly scheduled day of work after the public holiday.

14.04 In the event that one or more of the above holidays falls within a Full-time Employee's vacation, he/she shall be entitled to the statutory holiday pay in addition to his/her vacation pay.

## **Article 15 – Leave Of Absence**

15.01 The Employer may, at its discretion, grant an unpaid leave of absence to a Full-time or Part-time Employee for personal reasons for up to six (6) months with accumulation of seniority. Personal leave must be for good and sufficient cause and be in writing as far in advance as circumstances permit. The Employer will respond in writing to such a request within seven (7) working days.

15.02 An Employee may not use a personal leave to seek other or additional employment, except with prior approval from the Employer.

15.03 (a) While on a personal leave of absence, an Employee's benefits will be continued without charge, until the end of the month in which the leave commences. An Employee who wishes to continue benefits following this period must pre-pay to the Employer the cost of the premiums.

- (b) Notwithstanding paragraph (a), Employee benefits will be continued without charge for Employees on medical leave, maternity or parental leave.

15.04 A Full-time or Part-time Employee who returns from a leave of absence will, unless otherwise agreed, be reinstated immediately in the job from which he/she was granted leave, provided that the job still exists.

15.05 The Employer shall grant a total of twenty-four (24) working hours paid leave of absence in any calendar year for the purpose of Union business provided that only one (1) Employee is absent at any time (except that two (2) Employees may be absent at the same time for the purpose of attending the Union's annual, three (3) day, Stewards' training seminar).

The Employer shall be given at least two (2) weeks' notice of such leave request. The Employee must be a Steward.

- 15.06 An Employee who is elected or appointed to a Full-time position with the Union shall be granted a leave of absence for that purpose, provided that it not extend beyond two (2) years and is unpaid by the Employer and without Employer benefits.

### **Article 16 – Employer Organization**

- 16.01 The Employer agrees to furnish the Union with a list of its Supervisory personnel with whom the Union may have transactions in connection with the administration of this agreement, and the Employer will keep this list up to date.

### **Article 17 – Union Representation**

- 17.01 The Union agrees to furnish the Employer with the names of its duly elected officers and representatives appointed to perform any act connected with the carrying out of this agreement and undertakes to notify the Employer promptly of any change in the membership of its officers or appointed representatives. The Employer will not be obliged to recognize any Union representative until such time as written notice authorizing the Employee to represent the Union has been received by the Employer.
- 17.02 The Union may elect or appoint one (1) Steward for each twenty-five (25) Employees to facilitate the carrying out of this agreement. There shall be a minimum of two (2) Stewards, one (1) of whom shall be the Chief Steward. Should the members create an independent local of CNFIU, the company shall recognize the elected representatives. The employer shall not recognize any increase in stewards other than what is listed under Article 17 – Union Representation. (2013)
- 17.03 The Union acknowledges that Stewards, members of committees and Union officers who are Employees have regular duties to perform on behalf of the Employer, and agrees that such persons will not leave their regular duties to attend to Union business without first obtaining the permission of their direct Manager to do so, which permission will not be unreasonably withheld. When resuming their duties, they will report back to their direct Manager.
- 17.04 It is agreed that members of the negotiating committee of not more than two (2) Employees will not have any reduction in regular earnings for time spent negotiating this agreement or any renewal thereof. Likewise, the Steward who attends to grievances will not suffer any reduction in earnings for attending meetings with Employer representatives.
- 17.05 Union / Management Meetings shall be held quarterly. (2013)

## **Article 18 – Grievance Procedure**

- 18.01 It is the mutual desire of the parties hereto that the complaints and grievances of Employees shall be adjusted as quickly as possible.
- 18.02 Prior to filing a grievance, Employees shall discuss their complaints with their direct Manager (or another department representative in a position of authority), who shall have the opportunity to address the complaint within five (5) days after the circumstances giving rise to the complaint occurred. A Steward may be present if requested by the Employee. (2010)
- Step 1: Failing settlement of the complaint pursuant to the preceding paragraph, and within fifteen (15) days of the circumstance giving rise to the complaint, a grievance may be reduced to writing by the Steward and shall be presented to the Grievor's direct Manager. The Steward, the Grievor, and the direct Manager will meet within a further five (5) working days in an effort to resolve the grievance. The direct Manager will reply within five (5) working days following the meeting.
- Step 2: In the event that the matter is not resolved pursuant to Step 1 hereof, the Chief Steward or Steward, the Grievor, a representative of the Union, and the Employer's Vice-President (or his/her designate) will meet within a further fifteen (15) working days in an effort to resolve the grievance. The Vice-President (or his/her designate) may have such counsel and assistance as he/she desires for purposes of the meeting, and shall give his/her decision in writing within ten (10) working days of the meeting.
- Step 3: Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, or alleged violation of this agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided if notice of intent to arbitrate is given to the other party within thirty (30) calendar days of the decision at Step 2.
- 18.03 A grievance arising directly between the Employer and the Union may be originated by either party at Step 2 hereof provided that such grievance is filed in writing within thirty (30) calendar days from the date the circumstances giving rise to the grievance occurred or originated, and shall be dealt with thereafter in accordance with the grievance and arbitration procedures.
- 18.04 It is the responsibility of the Grievor to meet the timeframes of this Article otherwise the grievance will be considered resolved unless there is a good reason for a short delay. Either party may request, in writing, an extension to the time limits and such extensions shall not be unreasonably denied.



## **Article 19 – Discharge and Discipline**

- 19.01 An Employee who has completed his/her probationary period will not be discharged or disciplined except for just cause.
- 19.02 (a) A claim by an Employee who has completed his/her probationary period that he/she has been discharged without just cause shall be treated as a grievance commencing at Step 2 of the grievance procedure if a written statement of such grievance is lodged with the Employer's Vice-President within ten (10) working days after the Employee ceases to work for the Employer.
- (b) All disciplinary interviews shall be held in the presence of a Union Steward, unless the Employee requests otherwise.
- 19.03 The Employer agrees to permit a discharged Employee the opportunity to meet with a Steward for up to fifteen (15) minutes before leaving the premises providing a Steward is available and/or unless circumstances make it impractical for a Steward to attend.
- 19.04 The Employer agrees to provide the Union with copies of all disciplinary notices.
- 19.05 Disciplinary notations will be removed from the Employee's file and will not be referred to after one (1) year in the case of a warning, and two (2) years in the case of a suspension.

## **Article 20 – Arbitration**

- 20.01 When notice of intent to arbitrate is received by either party, the parties shall confer as to the choice of a mutually acceptable single Arbitrator. In the event that they are unable to agree within a period of two (2) weeks from the time that the notice to arbitrate is received, either party may request the Grievance Settlement Board to appoint an Arbitrator.
- 20.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance unless otherwise agreed by the parties.
- 20.03 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this agreement, nor shall he/she have jurisdiction to alter, modify or amend any part of this agreement. No matter shall be submitted to arbitration which has not been properly carried through the appropriate steps of the grievance procedure.
- 20.04 The arbitration procedure shall be expedited by the parties hereto and the decision of the Arbitrator shall be final and binding upon the Employer, the Union, and the Employee or Employees concerned.

20.05 Each of the parties hereto will bear one-half (1/2) of the reasonable fees and expenses of the Arbitrator.

### **Article 21 – Health and Safety**

21.01 The Employer will maintain reasonable provision for the health and safety of its Employees during their working hours, subject to such improvements as the Employer from time to time may decide to be advisable.

21.02 The Union accepts that it has a responsibility to cooperate with the Employer in encouraging Employees to observe any reasonable safety regulations which may be prescribed by the Employer and to work in a safe manner.

21.03 The Employer will supply and pay for safety devices deemed necessary by the Employer.

21.04 One Employee from the ranks of the Security Guards will sit as a member of the Employer's Health and Safety Committee.

21.05 The Employer will agree to provide any needed training as determined by the Health & Safety Committee or the Employer.

21.06 The Employer agrees to monitor occurrences that may warrant the need to supply protective equipment (handcuffs and/or batons).

### **Article 22 – Jury and Crown Witness**

22.01 Should a Full-time Employee be called for jury duty or be subpoenaed as a Crown Witness, upon proof of attendance they shall be paid at their regular hourly rate for all regular hours that they would have been scheduled for and lost as a consequence. The Employee is required to submit to the Employer any witness fees exclusive of any allowance, which they would receive.

In the case of Part-time Employees, the Employer will provide to those Part-time Employees called for jury duty or subpoenaed as a Crown Witness upon proof of attendance the hours lost as consequence of such attendance but no more than their weekly average over the previous 16 weeks.

The Employee must work their regular schedule when not required to serve as a juror or a witness.

22.02 Time spent appearing in court or to attending to any legal proceeding arising out of the scope of an Employee's employment will be treated as time worked.

## Article 23 – Vacations

23.01 A Full-time Employee shall receive annual vacation with pay based on their Full-time seniority as follows:

<u># of years seniority</u>	<u>Vacation hours granted</u>	<u>% of gross pay</u>
1 through and incl. 9	120	6%
10 through 15	160	8%
16 through 26	200	10%
27 onwards	240	12%

23.02 For the first year of service, each Full-time Employee shall receive vacation days credited on a pro-rata formula of completed months of service. Vacation time for these Employees may be requested after ten (10) months of Full-time service.

23.03 The vacation year shall be the calendar year.

23.04 Part-time employees will be entitled to vacation with pay in accordance with the schedule outlined in 23.01. Part-time employees will however have their years of seniority pro-rated based on 2080 hours worked per year and be paid out the appropriate percentage on each pay for all hours worked.

23.05 A blank vacation planner will be posted in the Security Department prior to September 1<sup>st</sup> of each year and remain posted until November 25<sup>th</sup>. Once the calendar is removed, any subsequent holiday choices shall be approved on a first come basis. Employees wishing to take their vacation hours at a particular period shall indicate on the vacation planner the period desired and their name. On or about November 26<sup>th</sup>, the Employer, taking into account operational requirements, will review the planner and based on classification seniority, Employees will be allocated vacation time. The Employer will make best efforts to ensure that Employees receive the vacation time slot that they requested.

23.06 Employees wishing to receive vacation pay in advance of their time off must provide a vacation request two pay periods in advance.

23.07 Vacations may not be waived by an Employee in favour of extra pay.

23.08 When an Employee is hospitalized or suffers a bereavement during his/her vacation, he/she may interrupt the vacation and switch to bereavement and/or sick leave as applicable upon presentation of proof.

## **Article 24 – Benefit Program**

24.01 The Employer agrees to pay for certain premiums as set out in Schedule “A”. The actual benefits and conditions governing such benefits are the sole responsibility of the insurance carrier.

Benefit levels outlined herein will only be decreased or increased should similar reductions be negotiated under the LIUNA Local 506 collective agreement at which time these changes would automatically be applied to the Security bargaining unit. (2010) (2013)

## **Article 25 – Wage Schedule**

25.01 Attached hereto, and forming part of this agreement, is a schedule of wages for all Employees.

## **Article 26 – Injury at Work**

26.01 An Employee, who is injured on the job such that he/she cannot complete his/her shift, will nevertheless be paid the balance of his/her normal daily shift hours at his/her regular straight time hourly rate.

## **Article 27 – Layoff and Recall**

27.01 In the event of layoff, the most junior Employee(s) will be laid off first in each of the following categories:

(a) Casual / Event Security Guard (2013)

(b) Part-time Employees; then

(c) Full-time Employees; then

(d) Lead Guards

27.02 In the event of recall, Employees will be returned to work in order of seniority.

27.03 Except in the case of layoffs of one (1) week or less, the Employer will endeavour to give forty-eight (48) hours notice in advance of layoff, or will provide two (2) days pay in lieu of such notice, to Employees with seniority. However, no such notice or pay in lieu shall be required in the event of a layoff arising from circumstances beyond the control of the Employer.

## **Article 28 – Job Posting**

28.01 Whenever new positions are created, or vacancies occur (excluding vacancies of a temporary nature), coming within the scope of this Agreement, the job description showing the applicable hourly rate will be posted on the Employer notice board for a period of five (5) working days to allow Employees to make written applications for such jobs. Where

deemed necessary, the employer shall endeavour to fill vacancies within three (3) months. The Employer may fill the job temporarily without consideration of seniority during the posting process. (2013)

28.02 Active Employees will be given preference to such positions based on their seniority, provided they have the necessary skill and ability in the judgment of the Employer to meet the requirements of the work and also provided no Employees on layoff have recall rights to such positions.

Should an Employee wish to dispute the Employer's hiring decision, he/she may do so by applying to the Vice President, Human Resources & Administration for a review. The review will be conducted and findings summarized for final decision by the Vice President, Human Resources & Administration. The findings and final decision will be reviewed with the Employee and the Union.

If there continues to be a dispute, it will be resolved through the grievance procedure. (2010)

28.03 Temporary vacancies shall be defined as vacancies caused by the absence of Employees for periods of less than two (2) months duration, or jobs the duration of which are not expected to exceed three (3) months. However, a position will only be considered vacant if filling it involves a change in status rather than accommodation of shift/rotation preference which would be handled by seniority.

28.04 It is understood that if the Employer is unable to fill the initial vacancy, or subsequent vacancies via the procedure set out in the preceding paragraph, it shall be entitled to fill the vacancies from other sources.

28.05 It is agreed that should a Lead Hand wish to apply for a vacant position, they are eligible to do so. Should said Employee be awarded the vacant position, Seniority will determine their position on the department schedule.

## **Article 29 – Work Clothing and Equipment**

29.01 The Employer will supply all Employees with uniforms and will arrange for the cleaning of such uniforms.

29.02 The Employer will determine the type, quantity, quality and replacement criteria for uniforms with the understanding that it is key that Employees have a positive image.

29.03 Each Full-time Employee will be provided with a full-length locker.

29.04 (a) Full-time Employees will be provided with an annual safety shoe allowance of \$130. Safety shoes must be of a style and colour approved by the Employer. As well, Employees are required to

provide a receipt for the reimbursement of the allowance should they wish to purchase the safety shoes from other than the Employer's supplier.

For Employees who have worn out his/her safety shoes due to operational demands, s/he will bring in their worn shoes to the Department Manager who will approve a replacement pair.

Part-time Employees will receive an initial safety shoe allowance of \$130. Thereafter, safety shoes worn out due to operational demands will be replaced as required. (2010)

- (b) Seasonal winter boots will be provided to full and part-time Employees up to a value of \$150 for the initial pair and will be replaced annually as required. (2010) (2013)
- (c) Safety shoes and seasonal shoes are seen as part of the guards' uniform and therefore the Employer agrees to provide shoe polish and laces as required. (2010)

29.05 Employees entrusted with Employer tools and equipment (e.g. keys, detex wands, golf carts, etc.) are expected to take appropriate care to ensure they are not damaged while in their possession. It is the Employee's responsibility to report any loss of or damage to equipment to their direct Manager immediately.

### **Article 30 – Severance Pay**

30.01 The Employer will provide severance pay for Full-time seniority Employees terminated due to layoff where recall rights have expired or been waived, in the following amounts:

- a) One (1) year of service up to and including five (5) years of service – one (1) week pay per year of service; and
- b) more than five (5) years of service – two (2) weeks pay per year of service to a maximum of fifty-two (52) weeks.

Severance pay will be calculated on the *average* regular base earnings for the twelve (12) month period prior to the date of termination.

### **Article 31 – Past Practice**

31.01 The Employer agrees not to change its policy to the detriment of Employees with respect to the following matters:

- (1) Cab Fare Home: Upon presentation of a fully completed receipt within thirty (30) calendar days, the Employer agrees to reimburse Employees, to a maximum of thirty-five dollars (\$35.00), for taxi rides taken from the Convention Centre between 12:45am to 6:00am following the completion of their scheduled shift. (2010)

(2) The Employer shall provide parking for all Employees on shift at MTCC, at the following rates:

- Year 1 (2016) at \$7.50 per day
- Year 2 (2017) at \$8.00 per day
- Year 3 (2018) at \$8.00 per day
- Year 4 (2019) at \$8.50 per day (2010)

The Employer will sell to Full and Part-time Employees a yearly Parking Pass Card with in and out privileges. The monthly payroll deduction is as follows:

- Year 2016 = \$110.00 per month
- Year 2017 = \$115.00 per month
- Year 2018 = \$115.00 per month
- Year 2019 = \$120.00 per month (2010)

The passes are not transferable.

All Employees who park on MTCC premises shall adhere to the Parking rules and regulations outlined in the MTCC Parking Policy. Employees shall park in the designated areas of the North and South building as determined by the Employer at time of ratification.

Based on operational needs and business demands, MTCC may impose up to a maximum of 18 "Parking Blackout Days" when Employees are not allowed to park on premises.

Employees scheduled to work on such days who are yearly parking pass card holders under this Article will receive a pro-rated rebate through payroll in the month following the parking blackout day.

Note: This parking restriction would only occur when large MTCC events may be negatively affected by a lack of on-site parking. On these occasions, Employees will be provided with a minimum of 2 weeks notice of the no parking restriction.

Pro-rated rebate for monthly parkers will be based on an average of 16 work days per month.

(3) Laundry: The Employer will provide dry cleaning services for Employee uniforms at no charge.

This list may be added to or amended at any time as agreed to by both parties.

## **Article 32 – License Requirements**

- 32.01 (a) All employees as a condition of employment must be licensed as required by the Private Security and Investigative Services Act, 2005 (PSISA”) as of August 1, 2008.
- (b) Employee shall ensure the department management is supplied with his/her current license and renewals.
- (c) No employee shall report for duty unless carrying a valid license on his/her person and shall produce this license to the department management, staff members on behalf of the department management or any other person upon request.
- (d) In accordance with the PSISA, each employee shall immediately report any and all suspensions, revocation or loss of license to the department management.
- (e) An employee who fails to renew, losses his/her license, or has it revoked and does not report to work as a result may be subject to discipline up to and/or including termination of employment. (2013)



**Article 33 – Duration and Modification**

33.01 This agreement shall take effect on the 1st day of April 2016 and continue in effect until the 31st day of March 2020.

In witness whereof each of the parties has caused this agreement to be signed by its duly authorized officers or representatives as of the 27 day of October 2016.

METRO TORONTO CONVENTION CENTRE	CANADIAN NATIONAL FEDERATION OF INDEPENDENT UNIONS
	
M. Lamb.	
	
	
	

## Appendix A – Schedule of Benefits

Only Full-time Employees are eligible for Group Insurance, Company Pension & Wage Replacement Plans.

<u>Plan</u>	<u>Coverage</u>
Life Insurance	\$40,000
Dependent Life Coverage	Spouse \$5,000 Per child \$2,500
Accidental Death and Dismemberment	\$40,000
Medical Plan	Single or Family Coverage
	<ul style="list-style-type: none"> <li>▪ Semi Private Hospital</li> <li>▪ Paramedical (Chiropractor, Osteopath, Naturopath, Massage Therapist): \$250/year per practitioner</li> <li>▪ Vision Care: \$300 maximum in any 2 consecutive calendar years</li> <li>▪ Private Duty Nurse</li> </ul>
Dental Plan	Single or Family Coverage
	<ul style="list-style-type: none"> <li>▪ 90% reimbursement for examinations, x-ray, cleanings, fillings &amp; other common dental procedures.</li> <li>▪ 90% reimbursement for endodontics and periodontics</li> <li>▪ 75% reimbursement for crowns, inlays and bridgework</li> <li>▪ Current ODA Schedule</li> </ul>
Sick Leave	Employees will receive 100% of their regular rate of pay for up to six (6) days of illness (a maximum of seventy-two (72) hours) in any calendar year. At the end of each calendar year, Employees will be paid-out for any remaining sick leave on the last pay of the year.
STD	For illnesses extending beyond the first six (6) days of illness or seventy-two (72) hours, Employees will be paid at 75% of their normal hours at their regular rate of pay to a maximum of 992 hours in accordance with the current practice. The current practice is based on eight (8) hours per day, forty (40) hours per week.
LTD	67% of the Employee's regular rate of pay
Pension Plan	The Employer will continue the pension plan as per the Plan document.

\*Note: The information provided herein concerning group insurance, in no way describes all the details and limitations of each benefit. For particular information please refer to the insurance carrier for details.

## Appendix B – Hourly Rates

<u>Position</u>	<u>April 1 2016</u>	<u>April 1 2017</u>	<u>April 1 2018</u>	<u>April 1 2019</u>
<b>Lead Guard</b>	<b>\$25.53</b>	<b>\$26.12</b>	<b>\$26.77</b>	<b>\$27.55</b>
<b>Guard</b>	<b>\$22.81</b>	<b>\$23.33</b>	<b>\$23.91</b>	<b>\$24.60</b>
<b>Casual/Event Security Guard</b>	<b>\$16.16</b>	<b>\$16.53</b>	<b>\$16.94</b>	<b>\$17.43</b>

Notes:

1. An Employee temporarily transferred to a lower paid position for the convenience of the Employer shall maintain his/her own rate. An Employee temporarily transferred to a higher paying position shall be paid the higher rate for the duration of the transfer.
2. Probation Rate: A new Employee shall be paid \$1.00 per hour less than the job rate during his/her probationary period.
3. Shift Premium: The Employer will pay a shift premium of \$1.50 per hour for all hours worked between 11:30pm and 7:30am provided that:
  - (a) the majority of the hours worked fall in that time frame; and
  - (b) no premium will be paid on overtime hours.

(2010)

4. Trainer Premium: This rate applies to qualified Employees who assist Management in training probationary Employees. Qualified Employees will be selected by the Department in conjunction with Human Resources. Trainer Premium = \$1/hour for all hours so worked.

# Letter of Agreement #1

August 28, 2000

During negotiations, the parties agreed as follows:

- a) The Union recognizes the Employer's right to contract out the work of the bargaining unit upon a minimum of one (1) month's notice.
- b) In the event that the work of the bargaining unit is contracted out, the Employer will offer to the Employees other work which it has available subject to the following conditions:
  - 1. The Employer will post available jobs which arise during the notice period (one month);
  - 2. Employees may apply for posted jobs;
  - 3. Employees who apply for such posted jobs will receive preference for such work by seniority;
  - 4. In no case shall the Employer be obligated to place any employee in a job for which the Employee is not suited by experience and qualifications; and
  - 5. The Union understands that the Employer cannot offer jobs covered by another collective agreement until such time as the procedures set out in that agreement are exhausted.

Displaced Full-time and Part-time Employees, who are not placed in positions by virtue of the procedure set out in paragraph (b) above, will receive severance pay in the following amounts:

- (a) One (1) year of service up to and including three (3) years of service – one (1) week pay per year of service; and
- (b) more than three (3) years of service – two (2) weeks pay per year of service to a maximum of fifty-two (52) weeks.


Severance pay will be calculated on the regular base earnings for the twelve (12) month period prior to the date of termination.

Renewed and dated at Toronto this 27 day of October 2016.

For the Employer

  
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For the Union

  
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## Letter of Understanding #2 – Labour Disputes

September 10, 2003

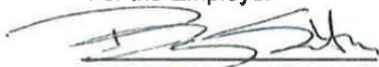



During negotiations, the parties came to the following understanding with respect to Article 6 – Strikes and Lockouts of the Collective Agreement:

In the event of a labour dispute with LIUNA Local 506,



1. Guards would be expected to report to work as normal. Sympathy with LIUNA Local 506 would not be a reason to be off work.
2. Guards are not required to place themselves in situations, including crossing picket lines, where they have reason to believe that they may be in jeopardy.
3. The Metro Toronto Convention Centre may make arrangements for the safe transport of Guards through the picket lines.
4. Guards are expected to avoid confrontation with members of LIUNA Local 506 but remain responsible for the safety and security of the building and its occupants.
5. Guards will not be expected to escort anyone through a picket line and will not be asked to perform work normally performed by members of LIUNA Local 506.
6. If crowd control functions associated with the labour dispute are necessary outside the building, those functions will be performed by a contract security firm rather than MTCC Security Guards.

Renewed and dated at Toronto this 27 day of October 2016.

For the Employer

  
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For the Union

  
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## Letter of Understanding #3 – Vacation

October 25<sup>th</sup>, 2014

After negotiations, the parties came to the following understanding with respect to **Article 23 – Vacations** of the Collective Agreement:

Both Management and the Union recognize the importance of vacation time to the overall health and well being of employees. It is the responsibility of the employee to schedule vacation time in advance as employees will not be paid out unused vacation time over and above the carry over provisions. As such, the following practices will be implemented with respect to vacation time:




1. Full-time Security Guards will receive their full vacation entitlement as outlined in Article 23.01 on January 1<sup>st</sup> each year. This entitlement will be for the current year.
2. Employees will be allowed to take vacation time on a paid basis in advance for up to a maximum of 50% of their vacation entitlement from January 1<sup>st</sup> to June 30<sup>th</sup> and the remaining 50% from July 1<sup>st</sup> to December 31<sup>st</sup>. An Employee may request more than 50% of the vacation entitlement in the first half of the year, however, any vacation time over the 50% would be taken on an unpaid basis.
3. If an Employee leaves MTCC's employ and has used more paid vacation time than they have actually accrued during the year, the Employee will be required to refund any unearned vacation pay to MTCC. This amount will be deducted from his/her final pay or, if insufficient funds are available on the final pay, by a cheque from the Employee.
4. Employees may carryover vacation days and applicable vacation pay of one year's vacation for a period ending December 31<sup>st</sup> of the following calendar year. If an Employee exceeds this limit, the Employee will be required to take vacation time prior to the end of the calendar year to reduce the carry forward to the appropriate level. Any carryover vacation days remaining at the end of the aforementioned period will be lost. Employees shall not opt-out of vacation time in-lieu of vacation pay.
5. If Employees have unused vacation time accrued during the prior year, this time will be carried forward to the current year and may be used at any time during the current year. Any vacation time carried forward will be used before using the current year's vacation entitlement.
6. (a) A blank vacation planner will be posted in the Security Department prior to September 1<sup>st</sup> of each year and will remain posted until November 25<sup>th</sup>. Once the Calendar is removed, any subsequent holiday choices shall be approved on a first come basis. Employees wishing to take their vacation hours at a particular period shall indicate on the vacation planner the period desired and their name/ on or about November 26<sup>th</sup>, the Employer, taking into account operational requirements will review the planner and based on classification seniority, Employees will be allocated vacation time. The employer will make best efforts to ensure that Employees receive the vacation time slot that they requested.

(b) Employees may select their vacation(s) for the upcoming calendar year, it being understood that the Employer reserves the exclusive right to restrict the number of employees on vacation at any given time. In the event of competing requests during the posting period, employees will be selected based on seniority.



7. The Company commits to have a minimum of one Security Guard off at a time, except during blackout periods.
8. All vacation requests must be accompanied by a vacation request form.
9. Vacations, once approved by the Employer, may only be changed by employees in exceptional circumstances.
10. Any vacation requests made outside of the process defined above must be made at least 48 hours before the bi-weekly work schedule is posted by the Employer. Such requests will be granted on a "first come first served basis", subject to operational needs as determined by the Employer.

Renewed and dated at Toronto this 27 day of October 2016.

For the Employer

  
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M. Sark  
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For the Union

  
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# Letter of Understanding #4 – Schedule Posting & Part-time Availability

November 7, 2013




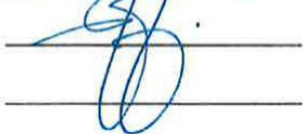
The parties came to the following understanding:

1. Although the company's current scheduling practice is to post employee schedules on a Thursday, upon ratification it will endeavour for a three month trial period, to post the schedule on the Wednesday (prior to the commencement of the pay period). Both parties recognize the likelihood that all event information will not be available, which therefore will require revisions to that posted schedule. After the three month trial period the company has the ability to revert back to posting the schedule on the Thursday, as per past practice, if deemed unsuccessful after review with the union.
2. Part Time employees must submit their availability for the upcoming schedule no later than the Sunday prior to the schedule being posted. Availability must include a minimum of four (4) working days, two (2) of which are weekends, within a pay period. Two days after the schedule has been posted, it is understood that said availability is no longer relevant and any shifts that come available after the schedule has been posted will be filled in accordance with article 8.01(c).



Failure to submit availability as outlined above will be subject to progressive discipline.

Renewed and dated at Toronto this 27 day of October 2016.

For the Employer

  
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M. Sark  
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For the Union

  
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