

**COLLECTIVE AGREEMENT**

**BETWEEN**

**LANSDOWNE STADIUM LIMITED PARTNERSHIP OPERATING AS TD  
PLACE  
(hereinafter called the “Employer” or the “LSLP”)**

**AND**

**THE OTTAWA-CARLETON PUBLIC EMPLOYEES UNION (“CUPE”),  
LOCAL 503  
In Affiliation with the Canadian Union of Public Employees, C.L.C.**

**(hereinafter called the “Union”)**

January 1, 2020 to December 31, 2022

Ratified by the Union: February 24<sup>th</sup>, 2020

Ratified by the Employer: February 28<sup>th</sup>, 2020

ARTICLE 1 – PREAMBLE .....	1
ARTICLE 2 – DEFINITIONS .....	1
ARTICLE 3 – RECOGNITION.....	2
ARTICLE 4 – MANAGEMENT RIGHTS.....	2
ARTICLE 5 – NO DISCRIMINATION.....	4
ARTICLE 6 – STRIKE OR LOCK-OUT .....	4
ARTICLE 7 – UNION SECURITY.....	4
ARTICLE 8 – UNION REPRESENTATION, COMMITTEES AND STEWARDS.....	5
ARTICLE 9 – GRIEVANCE PROCEDURE.....	6
ARTICLE 10 – ARBITRATION.....	7
ARTICLE 11 – DISCIPLINARY MEASURES .....	8
ARTICLE 12 – SENIORITY .....	8
ARTICLE 13 – LAY-OFF AND RECALL OF FULL-TIME EMPLOYEES .....	11
ARTICLE 14 – LAY-OFF AND RECALL OF PART-TIME EMPLOYEES .....	12
ARTICLE 15 – JOB POSTING.....	14
ARTICLE 16 – HOURS OF WORK.....	15
ARTICLE 17 – PREMIUM PAYMENTS.....	16
ARTICLE 18 – VACATION .....	16
ARTICLE 19 – PUBLIC HOLIDAYS.....	17
ARTICLE 20 – SICK LEAVE & PERSONAL LEAVE.....	18
ARTICLE 21 – LEAVES OF ABSENCE .....	19
ARTICLE 22 – GROUP BENEFITS PLAN.....	19
ARTICLE 23 – ALLOWANCES/REIMBURSEMENTS AND PROTECTION .....	20
ARTICLE 24 – PAYMENT OF WAGES.....	20
ARTICLE 25 – GROUP REGISTERED RETIREMENT SAVINGS PLAN .....	21
ARTICLE 26 – MISCELLANEOUS .....	22
ARTICLE 27- OPTIONAL INTEREST ARBITRATION AGREEMENT .....	22
ARTICLE 28 – DURATION.....	23
Appendix “A” – Bargaining Unit Positions and Rates.....	24
MEMORANDUM OF UNDERSTANDING.....	26

## **ARTICLE 1 – PREAMBLE**

1.01 It is the purpose of both parties to this Agreement:

- 1) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- 2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and service;
- 3) to ensure the harmonious and efficient operation of TD Place and to provide excellent service to its tenants and visitors;
- 4) to promote the morale, well-being and security of all employees in the Bargaining Unit;
- 5) to provide for the prompt and peaceful adjustment of differences which may arise between all employees in the Bargaining Unit and the Employer; and
- 6) to foster mutual respect between the parties.

1.02 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.

## **ARTICLE 2 – DEFINITIONS**

For the purposes of this Agreement:

Employee means an employee within the Bargaining Unit.

Full-Time Employee means an employee within the Bargaining Unit who is compensated based on a forty (40) hour work week and has either a permanent status or a defined term in excess of one year.

Part-Time Employee means an employee within the Bargaining Unit who is paid an hourly wage and is regularly scheduled or called in to work up to thirty-five (35) hours per week or less, averaged over a six (6) calendar month period (due to the cyclical and unpredictable nature of the Employer's business), exclusive of replacement situations provided such replacement situations do not exceed thirty (30) consecutive working days.

Volunteer means an individual who provides time and service to the Employer either on an individual basis or on behalf of a fundraising group. In this category the work does not have to be role specific and is viewed as NOT providing a service in a defined role but more like "helping" out. This is an unpaid position.

It is agreed that Volunteers will not perform Bargaining Unit work unless approved in advance in writing by the Union.

### **ARTICLE 3 – RECOGNITION**

#### **3.01 Bargaining Unit**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the Bargaining Unit, and specifically excludes members of another bargaining unit, cleaners, supervisors and managers, and any other persons excluded under the provisions of the Ontario *Labour Relations Act*, as amended from time to time. The “**Bargaining Unit**” consists of:

- i. all Full-Time Employees regularly employed at TD Place and as assigned for the benefit of the Lansdowne Stadium Limited Partnership in the positions stipulated in “Appendix A” of this Collective Agreement or any other positions performing similar functions on a regular basis; and
- ii. all Part-Time Employees regularly employed at TD Place and as assigned for the benefit of the Lansdowne Stadium Limited Partnership in the positions stipulated in “Appendix A” of this Collective Agreement or any other positions performing similar functions on a regular basis.

#### **3.02 No Other Agreements**

No Employee within the Bargaining Unit shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

### **ARTICLE 4 – MANAGEMENT RIGHTS**

#### **4.01 Management Rights**

The Union recognizes and acknowledges that the management of TD Place and the direction of the working forces are fixed exclusively in the Employer and shall remain solely with the Employer, except as specifically limited by the provisions of this Agreement and, 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, assign, retire, direct, promote, demote, classify, transfer, layoff, recall, discharge, suspend or otherwise discipline, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided. The Employer may discharge a probationary Employee for any reason;

- (c) determine, in the interest of efficient operation and highest standards of service, job rating and classifications, the hours of work, scheduling, work assignments, methods of doing the work, and procedures;
- (d) generally to manage the operation of TD Place, and, without restricting the generality of the foregoing, to determine the number of personnel required, services to be provided, to determine work schedules, hours of work, work assignments, methods, procedures and equipment in connection therewith;
- (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the Employees. The Employer shall make a written copy of such rules and regulations available to the Union Local President; and
- (f) to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.

#### 4.02 Existing Practices for Full-Time Employees

Notwithstanding 4.01 above, Management acknowledges the following:

- (a) All Full-Time Employees who are currently eligible for reimbursement of Employer related usage of personal cell phones shall continue to be reimbursed in accordance with Employer thresholds, provided they continue to remain eligible under the Employer's cell phone reimbursement guidelines.
- (b) All Full-Time Employees will continue to receive parking privileges that are consistent with the Employer's parking policies towards Full-Time Employees of the Employer.
- (c) No pre-existing vacation entitlements in excess of the amounts set out in the Collective Agreement shall be altered, reduced, or revoked.
- (d) Full-time Employees will continue to receive any additional "bonus" holidays and other benefits that may be provided to all other Full-Time Employees from time to time.

#### 4.03 Existing Practices for Part-Time Employees

Notwithstanding 4.01 above, Management acknowledges that Part Time Employees will continue to receive parking privileges that are consistent with the Employer's policies towards all Part-Time Employees of the Employer.

## **ARTICLE 5 – NO DISCRIMINATION**

5.01 The Employer and the Union agree that every Employee has a right to freedom from harassment in the workplace and that there shall be no discrimination against any Employee, by either the Employer or the Union, because of any grounds prohibited by the Ontario *Human Rights Code*, as amended from time to time.

## **ARTICLE 6 – STRIKE OR LOCK-OUT**

6.01 The Union agrees that there shall be no strikes, shutdowns, slow-downs, stoppages of work and the Employer agrees that there shall be no lock-outs during the term of this Agreement. The meaning of the words "strike" and "lock-out" shall be as defined in the Ontario *Labour Relations Act*, as amended from time to time. Any Employee participating in an illegal strike, shutdown, slow-down, or stoppage of work will be subject to discipline up to and including discharge.

## **ARTICLE 7 – UNION SECURITY**

- 7.01 The Employer shall deduct from the pay cheques of present members of the Union and all future employees represented by the Union all normal dues chargeable by the Union and shall remit the same to the Secretary/Treasurer of the Union, by direct deposit, monthly. "Normal dues" shall include special assessments levied by the Union. Following the negotiation of a new Collective Agreement, the dues retroactively owed by members, if any, shall be deducted from the members' retroactive pay-cheques and remitted to the Secretary-Treasurer of the Union.
- 7.02 The Employer shall supply a dues check-off list to the Union on a monthly basis. The list shall set out the employees' names in alphabetical order, along with their most recent addresses and the amount of dues they have paid during the preceding month and on a year-to-date basis. Should the address change the Employer will advise the Union that it is a changed address.
- 7.03 The Employer shall supply the following information to the Secretary Treasurer on a once-a-month basis:
- (a) the dollar amount of the Full-time Employee payroll for all their regular hours;
  - (b) the dollar amount of the Part-time Employee payroll for all their hours.
- 7.04 The Employer agrees to print the amount of total dues deductions paid by each Employee for the previous calendar year on the Income Tax (T-4) slips.
- 7.05 The Union and its members agree to indemnify and save the Employer harmless with respect to all claims or other forms of liability that the Employer may incur resulting from deductions and remittances made in accordance with this Article.

## **ARTICLE 8 – UNION REPRESENTATION, COMMITTEES AND STEWARDS**

8.01 The Employer acknowledges the right of the Union to represent its members in all matters relating to the interpretation or administration of their working terms and conditions in accordance with the provisions of this Collective Agreement. The Union will notify the Employer in writing of the name of its Representatives or Stewards from the Bargaining Unit in the event that the Union determines Stewards are necessary to administer this Collective Agreement.

8.02 Union Activity on Premises

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in Union activity on the Employer's premises during the Employer's time without the prior approval of the Employer, except as specifically provided for in this Agreement; which approval will not be unreasonably withheld.

8.03 Bargaining Committee

The Employer agrees to recognize a bargaining committee composed of Union Representatives and not more than two (2) Employees. The Union shall keep the Employer notified in writing of the names of the members of its bargaining committee.

The Employee members shall be allowed reasonable leave with pay for bargaining related business. The Union shall reimburse the Employer for all hours of leave.

8.04 Health and Safety Committee

As per the *Occupational Health and Safety Act*, at least half of the Bargaining Unit's Joint Occupational Health and Safety Committee will be non-managerial Employee representatives selected by the Union.

8.05 Union/Management Consultation Committee

- (a) A committee known as the Union/Management Consultation Committee shall consist of an equal number of representatives from the Union and the Employer.
- (b) The committee shall meet as soon as possible at the request of either party. It shall meet at least once every two (2) months at a time mutually agreed upon between the parties.
- (c) The purpose of such meetings shall be to discuss issues relating to the workplace which affect the parties.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

### 9.01 Definition of Grievance

A grievance under this Collective Agreement shall be defined as any difference or dispute between the Employer and any Employee(s), or the Union regarding 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.

### 9.02 Settling of Grievance

An earnest effort shall be made to settle any complaints fairly and promptly in the following manner:

### 9.03 Complaint Stage

An Employee shall discuss his/her complaint with his/her immediate supervisor within ten (10) working days of the occurrence giving rise to the complaint, where possible, so as to afford the supervisor an opportunity to resolve the complaint. The Employee may be accompanied or represented by the Union when the complaint is being discussed with the supervisor. The Supervisor will respond to the complaint within ten (10) working days.

9.04 When an Employee has presented his/her complaint to his/her Supervisor under Article 9.03, and the complaint has not been resolved to his/her satisfaction, the Union may file a Formal Grievance on his/her behalf, under article 9.05, within forty-five (45) working days of the occurrence giving rise to the complaint.

### 9.05 Formal Grievance

The Union has carriage of all Formal Grievances and pursuant to its own internal procedures for approval of grievances, the Union Grievance Committee shall refer all Formal Grievances to the Vice-President, Venues and Entertainment or designate who shall meet with the grievor and a Union representative within ten (10) working days from the day on which the Formal Grievance was received and date-stamped by his/her office and shall, within ten (10) working days from the meeting, render his/her decision in writing.

### 9.06 Policy, Group and Discharge Grievances

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, or where the grievance relates to the discharge of an Employee the matter shall proceed directly to the Formal Grievance process set out in Article 9.05 within 30 working days of the events giving rise to the dispute.

### 9.07 Employer May Initiate Grievances

The Employer shall, within ten (10) working days of the circumstances giving rise to the grievance, file a grievance with the President of the Local with a copy to



the Chief Steward. The Union shall reply in writing within ten (10) working days to the Employer grievance.

- 9.08 At any stage in the grievance procedure the grievor is entitled to be present and shall be represented by the Union in the presentation of his/her complaint or grievance unless the Employee specifically waives this right in writing after consultation with his/her Union representative referred to in Article 8.01 herein. Attendance at all steps required under this Grievance Procedure shall be considered work time.
- 9.09 All time limits expressed in this Article are mandatory and may only be extended by mutual agreement in writing between the Parties. Failure by the Union or the Employer to comply with the mandatory time limits expressed in this Article will result in the grievance being deemed abandoned, or the relief sought being awarded depending on whether the default is by the Union or the Employer.
- 9.10 All agreements reached under the grievance procedure between the Employer and the Union will be final and binding upon the Employer and the Union and the employees.

## **ARTICLE 10 – ARBITRATION**

- 10.01 In the event the decision of the Vice-President, Venues and Entertainment or designate is not acceptable to the Union, the Union may submit the grievance to arbitration for final disposition in accordance with the procedure contained in this Agreement, within twenty (20) days of the receipt and date-stamp by the Union office of the decision.
- 10.02 Any dispute or grievance concerning the interpretation or alleged violation of this Agreement which having passed through the grievance procedure outlined in Article 9 still remains unresolved, may be submitted to arbitration. Attendance at arbitration shall be considered working time for any grievor, who at the time of arbitration is employed by the Employer.
- 10.03 List of Arbitrators  
The parties have agreed to use the following arbitrators as sole arbitrators. Priority will be given to those who have the earliest dates available to assist the parties to come to a final and binding decision on the grievance unless the parties agree otherwise.

Brian Keller

Michelle Flaherty

Judith Allen

- 10.04 The Arbitrator shall not have any power to alter or change any provision in this agreement or to substitute any new provision for an existing provision nor to render any decision inconsistent with the terms and content of this Agreement.
- 10.05 Each party shall bear equally the expense of the Arbitrator and all other expenses of the arbitration.

## **ARTICLE 11 – DISCIPLINARY MEASURES**

### **11.01 Clearing of Record**

Any letter of reprimand, suspension, discipline or any other sanction shall be removed from an Employee's file after not more than twenty-four (24) months have elapsed since the disciplinary action was taken provided that no further disciplinary action for a similar offence was recorded.

Copies of any letters which are put on an Employee's record shall be provided to the Employee and the Union.

### **11.02 Right to Have Union Representation Present**

Where management or its designate intends to interview any Employee for disciplinary purposes, such meeting will not take place in the absence of a Union Representative and the Employee and the Union shall be notified in advance of the nature of the Employer's concern and the purpose of the interview so that a Union Representative will be informed, available and present at the interview. The Employer may suspend the Employee with pay, pending the interview, in an emergency. The unavailability of a Union Representative shall not delay the meeting more than seventy-two (72) hours.

An Employee shall have the right to request the presence of a Union Representative at any proposed meeting or discussion which the Employee reasonably believes might be the basis of disciplinary action.

## **ARTICLE 12 – SENIORITY**

- 12.01 For Part-Time Employees a year will be divided into two seasons: the summer season and the winter season. The summer season will normally run from April to November of each year. The winter season will normally run from December to March.

Seniority, as referred to in this agreement shall mean: the length of continuous service of an Employee within the Bargaining Unit.

- 12.02 Seniority for Part-Time Employees in the Bargaining Unit shall apply for the purposes of status in either Pool A or Pool B. All new Part-Time Employees will

start in Pool B and will automatically advance to Pool A if/when they have successfully completed their probationary period as set out in 12.07 and have completed two seasons of work.

All Employees in Pool A shall have priority over all Employees in Pool B with respect to first priority for pre-scheduled work within a season; entitlement to be laid-off last, subject to any operational requirements, at the end of any season; and recall to work for future seasons.

There will be no individual seniority ranking for part-time employees. The Employer shall have full discretion as to who to schedule, lay-off and recall as between employees in the same Pool.

12.03 Seniority shall commence from the first day of membership in the bargaining unit provided that the Employee has completed the probationary period.

12.04 Subject to Articles 12.01 and 12.02, seniority shall accumulate under the following circumstances:

- (a) when the Employee is on the active payroll of the Employer;
- (b) when the Employee is off the payroll due to an authorized lay-off of less than twelve months;
- (c) when the Employee is off the payroll due to illness or injury for a period of up to twelve months, (i) when the Employee is receiving compensation under the Workplace Safety and Insurance Act for an illness, or injury, incurred at TD Place, and (ii) unless the Employee has accepted employment with another employer
- (d) when the Employee is off the payroll on any leave of absence authorized by the Employer and/or under the provisions of this agreement.

12.05 Seniority List for Full-Time Employees

A copy of the seniority list for Full-Time Employees will be provided to the Union and provided to Employees on demand by January 31<sup>st</sup> of each year. When two (2) or more Full-Time Employees have the same date of seniority, the Full-Time Employee with the earliest date of birth shall have the most seniority.

12.06 Seniority List for Part-Time Employees

At the end of each season the Employer will provide the Union with a list of Employees indicating whether they are in Pool A or Pool B; including whether, as a result of successfully completing the season, a Pool B employee has now met the requirements to move into Pool A for subsequent seasons. It is understood that the order in which Employee names appear on the list is not indicative of any seniority vis à vis other Employees on the list.

12.07 Probationary Employee

A new Full-Time Employee shall be considered on probation until he/she has completed three (3) consecutive calendar months of employment.

A new Part-Time Employee shall be considered on probation until he/she has completed six (6) consecutive calendar months.

The Employer may extend the probationary period as specified in Article 12.06. Any extensions will be in writing and will specify the length of the extension.

The release or discharge of an Employee during the probationary period shall be at the sole discretion of the Employer and shall not be subject of a grievance and arbitration.

After completion of the probationary period, seniority shall be effective from the date of membership in the Bargaining Unit.

#### 12.08 Loss of Seniority

An Employee shall lose all seniority and service and shall be deemed terminated if he/she:

- (a) resigns;
- (b) retires;
- (c) is discharged and not reinstated through the grievance/arbitration procedure;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days for Full-Time Employees, or for a period of three (3) or more shifts in a one (1) year period for Part-Time Employees, without pre-approval and providing the Employer a satisfactory reason which may include a doctor's note;
- (e) has been laid off for nine (9) months;
- (f) has been laid off and fails to return to work within seven (7) calendar days after being notified by the Employer through registered mail addressed to the last address on the Employer's records;
- (g) fails to return to work upon termination of an authorized leave of absence without satisfactory reason. For Part-time Employees this includes failure to indicate a return to availability after an authorized leave of absence from the availability list without satisfactory reason; (provides option for students to step away during particularly busy semester and still come back)
- (h) is absent due to illness or disability for a period of twenty-four (24) months;

- (i) for Part-time Employees only, failure to provide any availability one (1) or more quarters without authorized leave from the availability list.

### **ARTICLE 13 – LAY-OFF AND RECALL OF FULL-TIME EMPLOYEES**

13.01 In the event of a lay-off of a permanent or long-term nature, the Employer shall provide affected employees with the minimum notice and severance, if applicable, required by the Ontario *Employment Standards Act*, as amended from time to time.

13.02 The Employer will endeavour to notify Employees and the Union two weeks prior to a lay-off. No new Employee will be hired to perform work which those Employees laid off could perform until those Employees who have been laid off have been given an opportunity of recall subject to the conditions of recall set forth in this Agreement.

The Union shall also be provided copies of all layoff and recall notices when they are sent.

#### 13.03 General Lay-off Procedure

- (a) In the event of lay-off, the Employer shall lay-off Full-Time Employees in the reverse order of their seniority, provided that there remain on the job Employees who have the skill, ability and qualifications required to perform the work
- (b) A Full-Time Employee who is subject to lay-off shall have the right to either:
  - (i) accept the lay-off; or
  - (ii) displace a Full-Time Employee who has lesser Bargaining Unit seniority and who is the least senior Full-Time Employee in a lower or identical paying classification in the Bargaining Unit if the Full-Time Employee originally subject to lay-off is qualified for and can perform the duties of the lower or identical paying classification without training other than orientation.
- (c) The decision of a Full-Time Employee to choose (i) or (ii) above shall be given in writing to the Administrator within seven (7) calendar days following the notification of lay-off. Full-Time Employees failing to do so will be deemed to have accepted the lay-off.

#### 13.04 Recall Rights for Full-Time Employees

For a period of nine (9) months from the date of layoff, Full-Time Employees on layoff shall be recalled in the order of their seniority, on a Bargaining Unit wide basis to their own position/job, or to a position/job equal to or lower than the position/job they occupied at the time of layoff provided they have the knowledge, ability and qualifications to do the position/job, without training other than orientation.

If an Employee's former position/job becomes available and the Full-Time Employee has been recalled and accepted another position/job, such Full-Time Employee will be given first priority for reinstatement to his/her former position/job (recognizing there may be a period of familiarization) unless the Full-Time Employee notifies the Employer in writing, that he/she is no longer interested in being recalled to his/her former position/job.

- (a) It is the sole responsibility of the Full-Time Employee who has been laid off to notify the Employer of his/her intention to return to work within three (3) calendar days after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the Full-Time Employee is eligible to be recalled and the date and time at which the Employee shall report to work. The Full-Time Employee is solely responsible for his proper address being on record with the Employer.
- (b) A laid off Full-Time Employee shall retain recall rights for a period of nine (9) months. After nine (9) months the employment relationship shall be deemed to have been terminated on the last day worked by the laid off Employee, with no further obligation or liability on the part of the Employer other than any minimum requirements of notice and severance, if applicable, as set out in the Ontario *Employment Standards Act*.

#### **ARTICLE 14 – LAY-OFF AND RECALL OF PART-TIME EMPLOYEES**

14.01 In accordance with the definition of a season in Article 12.01, Part-Time Employees will be notified by the Employer at the end of the summer season as to whether they are being laid-off or are being offered the opportunity to work during the winter season. Part-Time Employees who are laid-off at the end of the summer season will be asked to confirm if they are interested in being recalled for the following summer season.

If a Part-Time Employee:

- (i) requests that he/she be removed from the re-call list;

- (ii) does not confirm his/her interest in remaining on the re-call list within two (2) weeks of a request from the Employer to do so; or
- (iii) loses his/her seniority in accordance with this Agreement,

that Part-Time Employee shall not have any right to recall in the following season and will be deemed to have resigned his/her position effective the last day worked.

14.02 The Employer will endeavour to notify Employees and the Union two weeks prior to a lay-off. The Union shall also be provided copies of all layoff and recall notices when they are sent.

#### 14.03 General Lay-off Procedure

Pursuant to Article 12, Part-time Employees who are in Pool B – Basic Group shall be laid off prior to the lay-off of any Part-time Employees in Pool A – Advanced Group. When there is a need to reduce the Part-Time workforce, whether during or at the end of a season, the Employer shall be entitled to lay-off Part-Time Employees based on operational requirements, without the need to lay-off in accordance with the seniority date of the impacted Part-Time Employee(s).

#### 14.04 Recall Rights for Part-Time Employees

Part-time Employees who have met the criteria for Pool A and who are interested in returning will be recalled prior to the recall of any Part-time employees in Pool B and/or the hiring of any new employees. The Employer shall have sole discretion over the order of recall as between individual Part-time employees in Pool A.

Where there are not sufficient Part-time employees available from Pool A, the Employer will recall Part-time employees from Pool B who have completed their probationary period and successfully completed one season prior to hiring any new employees. The Employer shall have sole discretion over the order of recall as between individual Part-time employees in Pool B.

Where there are not sufficient Part-time employees available to satisfy the Employer's needs for the upcoming season after the recall rights of employees in both Pool A and Pool B have been exhausted, then the employer will recall existing Pool B employees who have not yet completed probation and one season. Upon completion of this final re-call process of Pool B employees the Employer may hire new probationary employees into Pool B for the upcoming season. Any new hires will be placed in Pool B subject to the probationary period and other applicable terms of the collective agreement.

- (a) A laid off Part-Time Employee shall retain such recall rights for a period of nine (9) months. After nine (9) months the employment relationship shall be deemed to have been terminated on the last day worked by the laid off Part-Time Employee, with no further obligation or liability on the part of the Employer other than any minimum requirements of notice and severance as set out in the Ontario *Employment Standards Act*.

## **ARTICLE 15 – JOB POSTING**

- 15.01 When a Full-Time vacancy occurs, or a new Full-Time position is created inside the Bargaining Unit, which the Employer decides to fill, the Employer shall post notice of the position and provide the Union with a copy within thirty (30) calendar days of the position becoming vacant on the bulletin board designated for such purpose, for a minimum of ten (10) calendar days. Temporary vacancies expected to last three (3) months or more shall be posted in the same manner.

Part-time vacancies will be posted on the Employer's website. The Employer will also endeavour to post generic part-time notices of the positions being hired, given that it is not feasible to post all part-time positions individually.

- 15.02 The Employer will endeavour to make appointments from within the Bargaining Unit within four (4) weeks of posting.
- 15.03 The posting shall stipulate the classification, qualifications, required knowledge, education, rate of pay, department and shift and a copy shall be provided to the Union.
- 15.04 In the matters of promotion and staff transfer, Employees shall be selected for positions on the basis of their skill, ability, experience and relevant qualifications. Where these factors are relatively equal, seniority will be the governing factor.
- 15.05 Trial Period  
The successful applicant shall be allowed a trial period of up to thirty (30) calendar days, during which the Employer will determine if the Employee can satisfactorily perform the job. Within this period the Employee may voluntarily return, or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.
- It is understood that the trial period only applies to Employees who have assumed a new position in a different classification.
- 15.06 The Employer may advertise outside for additional employees provided that present employees have had an opportunity to apply.



## **ARTICLE 16 – HOURS OF WORK**

16.01 The following provisions are intended to define normal hours of work and shall not be construed as a guarantee of hours of work per day or week or days of work per week.

### 16.02 Normal Hours of Work

The normal hours of work for Full-Time employees shall be no more than eight (8) hours per day or forty (40) hours per week. The week shall run from Saturday 12am to Friday 11:59pm.

The Employer shall endeavour to provide Full-Time Employees with two consecutive days off, wherever possible, with either Saturday or Sunday forming a part of the two days. Where two consecutive days off is not possible, the Employer shall make all reasonable efforts to provide employees with at least one of either Saturday or Sunday off per week. Any non-weekend day(s) off shall be scheduled by mutual agreement by the Employer and the Full-Time Employee.

### 16.03 Meal Period

An unpaid meal period of one-half (½) hour's duration will be scheduled if an Employee is to work more than five (5) consecutive hours on her shift.

### 16.04 Rest Period

The Employer will schedule one fifteen (15) minute rest period after each four (4) consecutive hours of work.

### 16.05 Work Schedules

Work schedules covering a two (2) week period will be posted two (2) weeks in advance, subject to operational requirements. Further, and subject to operational requirements, the Employer will endeavour to have a normal daily schedule for Full-Time employees from 6:30am to 3:00pm.

### 16.06 Work Schedules – Part Time Employees

The parties understand and agree that employees will be scheduled in accordance with the needs of the Employer. Work schedules covering a two (2) week period will be posted two (2) weeks in advance, subject to operational requirements.

Part-Time employees are required to submit their availability on a quarterly basis, unless on an authorized leave of absence, and must include a minimum of eight (8) open overnight or "premium" time periods per quarter subject to scheduling requirements.

The Employer shall not be required to schedule Part-Time employees who have not declared their availability in advance as set out above.

The schedule shall be established to suit the needs of the department and employees shall be scheduled on the basis of their declared availability.

## **ARTICLE 17 – PREMIUM PAYMENTS**

### 17.01 Overtime

Overtime is accrued at a rate of 1.5 times the hourly rate for any hours that exceed 40 hours per week.

It is understood that the Employer cannot avoid the application of overtime rates by cancelling an Employee's regularly scheduled shift and/or directing an Employee to take a weekday as their day off rather than a Saturday or Sunday.

Where Employees are available and willing to work additional hours, and where overtime rates will cost less than the rates of an outside contractor, the work will be offered to qualified employees first.

For Full-Time Employees, hours of work include both active hours of work and hours spent on sick leave, vacation leave, or personal leave.

### 17.02 TOIL

Full-Time Employees may elect to have overtime paid out or taken as time off in lieu ("TOIL").

17.03 Part-Time Employees will be paid overtime as it is accrued.

17.04 No Employee shall be required to work in excess of sixteen (16) hours in any twenty-four (24) hour period, or to exceed thirty-two (32) overtime hours in any bi-weekly pay period. It is recognized, however, that the limitation of thirty-two (32) overtime hours may be exceeded in those situations where it is deemed that an emergency exists which requires the Employee to exceed the overtime limit.

### 17.05 Shift Premium

The Employer agrees to pay a shift premium of 7% for all hours worked between a "premium period" of 12:00 am and 6:30 am, provided that the employees' shift began at or prior to the commencement of the premium period.

## **ARTICLE 18 – VACATION**

18.01 Entitlement to vacation with pay is acquired by Full-Time Employees during a period of twelve (12) consecutive months or any part thereof prior to December 31<sup>st</sup> of each calendar year.

18.02 The Employer will provide Full-time Employees with vacation as follows:

- (i) Up to 10 years of service:
- (ii) 15 days or 3 weeks
- (iii) From 10 years to 20 years of service: 20 days or 4 weeks
- (iv) From 20 years to 25 years of service: 25 days or 5 weeks
- (v) From 25 year or more of service: 30 days or 6 weeks

\*\*Note: It is agreed that no pre-existing vacation entitlements in excess of the amounts set out in this clause shall be altered, reduced, or revoked.

18.03 The Employer will provide Part-Time Employees with 4% in lieu of vacation pay on each paycheque. Part-Time Employees are not entitled to paid time off.

18.04 Vacation Requests for Full-Time Employees

The scheduling of vacations shall be subject to approval, and at the discretion of, the Employee’s manager having due concern for the operational requirements and employee preferences.

Vacation shall normally be taken in full weeks.

Requests for single vacation days and/or periods longer than two (2) consecutive weeks shall be considered on a case by case basis, subject to operational requirements. Such requests shall not be unreasonably refused.

18.05 Peak Period Vacation

Full-Time Employees are not entitled to take two (2) consecutive weeks of vacation during the Employer’s peak operational period of June, July, August, September, October and November unless approved by the Employee’s manager.

18.06 Unused Vacation

If a Full-time Employee is not able to use all their vacation leave, the Employer may allow some carryover upon written approval of the Vice-President, Venues and Entertainment.

**ARTICLE 19 – PUBLIC HOLIDAYS**

19.01 Employees shall be entitled to the following public holidays in accordance with the qualifying conditions as set out in the Ontario *Employment Standards Act*, as amended from time to time.

- New Year’s Day
- Family Day
- Good Friday

Victoria Day  
Canada Day  
August Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

Employees who observe religious and cultural days other than those noted above will be given appropriate leave. When one of the above holidays occurs on a Saturday or Sunday, the Employer will designate the preceding Friday or following Monday as the paid holiday.

## **ARTICLE 20 – SICK LEAVE & PERSONAL LEAVE**

20.01 All Full-Time Employees are entitled to take a combined total of seven (7) paid sick days and/or personal leave days per calendar year. Sick leave and personal leave cannot be accumulated from one year to the next or paid out in any circumstances. Sick leave is defined as an illness or injury which renders the employee unable to perform his regular duties.

It is the Employee's responsibility to request their manager's approval of any anticipated personal days as far in advance as possible. Employees are expected to make medical appointments during time periods that have the least impact on business. Approved personal leave is at the sole discretion of management and the Employee should not book or schedule personal leave until approval is granted. In the event of an emergency, please contact your manager as soon as possible.

### 20.02 Proof of Illness

The Employer reserves the right to request a medical certificate satisfactory to the Employer for any absence(s) due to an illness of greater than three (3) consecutive days or greater than seven (7) days in a calendar year. If there is a cost to the Employee for the medical certificate, it will be paid for by the Employer.

### 20.03 Employee Obligation to Provide Information

Employees are expected to cooperate in ensuring early and safe return to work and may be required to provide information from the treating physician, which includes any workplace limitations, restrictions and prognosis for return to regular duties.

### 20.04 Notification of Illness

Employees shall notify the Employer by e-mail, at the earliest possible opportunity, when they will be absent and taking sick leave. The Employer shall

confirm, by e-mail, receipt of the notification but failure to do so shall not nullify the notification.

Management shall have the right to contact an ill Employee at home where required for operational reasons, such as to ascertain the location of necessary equipment. Employees will not unreasonably refuse to respond to such calls.

## **ARTICLE 21 – LEAVES OF ABSENCE**

### **21.01 Bereavement Leave**

All Full Time employees are entitled to bereavement leave with pay should a death occur in the family. In the event of a death in the Employee's immediate family, an Employee is entitled to a maximum of five (5) working days with pay for Bereavement Leave. "Immediate family" is defined as spouse/partner or children (including step-children), parents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren of the Employee or the Employee's spouse/partner. In the event of a death of other relatives not listed above, employees may request Bereavement Leave with pay to attend the funeral at the discretion of the manager. Employees are responsible for notifying their managers of their need for Bereavement Leave as soon as possible. If attendance at the funeral requires extensive travel, unpaid leave may be granted and is based on the manager's discretion and approval. The Employer reserves the right to ask an Employee to provide evidence for the need for Bereavement Leave such as a photocopy of the death certificate, obituary, burial certificate or other confirmation.

### **21.02 Jury and Court Witness Duty**

The Employer shall grant a leave of absence without loss of seniority to a Full-Time Employee who is subpoenaed to be a witness in any legal proceeding involving the Employer or who is called for jury service. The Employer shall pay such an Employee the difference between his or her normal earnings and the payment he or she receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The Employee will present proof of attendance/service and the amount of pay received to the Employer.

## **ARTICLE 22 – GROUP BENEFITS PLAN**

22.01 Full-time Employees and their dependents are covered effective on the day they start employment with the Employer. Benefits are the same as those applicable to the Employer's employees in general, and are as set out in the Group Benefit Plan, as amended from time to time, and the Employer shall pay 100% of the premium cost for each Employee and dependent coverage.

Part-Time employees are not eligible for the Employer's Group Benefits Plan.

## **ARTICLE 23 – ALLOWANCES/REIMBURSEMENTS AND PROTECTION**

### 23.01 Legal Protection

The Employer agrees to provide legal protection, including damages/costs, to Employees in those situations arising from the responsible discharge of official duties by the Employee or resulting from the carrying out of official order or orders.

### 23.02 Clothing, Boots, and Tools - Full-Time Employees

The Employer agrees to maintain its current practice with respect to providing protective safety clothing, boots, and/or tools including but not limited to providing a minimum of two pair of pants and two shirts on an annual basis at the conclusion of the probationary period. The Employer will provide reimbursement of up to \$400 every two calendar years for safety boots upon proof of purchase.

### 23.03 Clothing, Boots, and Tools - Part-Time Employees

The Employer agrees to maintain its current practice with respect to providing additional protective safety clothing, and/or tools, which includes providing all Part-Time Employees with a minimum of one (1) pair of black pants and one (1) long sleeve shirt at the conclusion of the probationary period. Work specific Personal Protective Equipment and outerwear shall be signed in and out at the start and end of each shift respectively. All part time staff shall supply their own hockey helmets and safety boots.

## **ARTICLE 24 – PAYMENT OF WAGES**

24.01 The Employer shall pay salaries and wages by direct deposit bi-weekly in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay day, each Employee will be provided with electronic access to an itemized statement of his/her wages and deductions.

### 24.02 New Classification

When a new classification (which is covered by the terms of this Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and provide the Union with the details within seven (7) calendar days. In the event that the Union challenges the rate, the Union shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request shall be made within ten (10) calendar days after the receipt of notice from the Employer of such new classification and rate.

Disputes regarding classification shall be referred to arbitration.

## **ARTICLE 25 – GROUP REGISTERED RETIREMENT SAVINGS PLAN**

- 25.01 Effective April 1<sup>st</sup>, 2020, the Employer shall establish a group RRSP program with a recognized financial institution, available to all Full-Time Employees. Employees shall make an initial election to whether they wish to participate, and their contribution level.
- 25.02 The Employer shall make available, to existing employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the group RRSP.
- 25.03 Employees shall have the right to amend their election each year on the plan anniversary.
- 25.04 The Employer shall deduct from the salary of employees, as at the next pay period following enrollment, the contributions specified by the employee on behalf of any employee who elects to participate in the group RRSP. The Employer will be responsible for remitting these amounts to the group RRSP.
- 25.05 The Employer shall match employee contributions up to a maximum of 2% of the member's base annual salary.
- 25.06 Participating employees may vary the amount of their individual contributions to the group RRSP as set out in the Plan.
- 25.07 Employees may transfer or withdraw the employee portion of their account at any time subject to any fees and conditions set out in the Plan and all applicable tax laws.
- 25.08 Employees may only transfer or withdraw the employer portion of their account upon cessation of employment with the employer, subject to any fees and conditions set out in the Plan and all applicable tax laws.
- 25.09 Employees may make additional voluntary contributions through payroll or on a lump sum basis, subject to any fees and conditions set out in the Plan.
- 25.10 Employees are required to monitor their RRSP contribution limits. RRSP contribution limits will not be monitored by, nor is the employer responsible for any excess contributions.
- 25.11 A copy of the Plan shall be made available to all eligible employees.

## **ARTICLE 26 – MISCELLANEOUS**

### 26.01 Bulletin Board

The Employer shall provide a bulletin board in a common Employee area upon which the Union shall have the right to post notices of meetings and Union business and affairs. It is agreed however that before posting, such notices must be approved in writing by the Vice President, Venues and Entertainment or designate and must be initialled by a representative of the Union.

### 26.02 Copies of the Agreement

The Union agrees to arrange for the printing of this Agreement with sufficient copies for distribution. The cost of printing shall be borne equally by the parties. Where a French version of the Agreement is created, both parties agree that the English version is the official document when dealing with the interpretation, application and administration of the Collective Agreement.

## **ARTICLE 27- OPTIONAL INTEREST ARBITRATION AGREEMENT**

The parties may by mutual agreement elect to utilize the following interest arbitration procedure to resolve any impasse with respect to bargaining and renewal collective agreement.

27.01 If by ninety (90) days following notification of the desire to seek amendments or a new agreement the parties have failed to reach a satisfactory agreement, either party may request the Minister of Labour of the Province of Ontario to provide the services of an Officer of Conciliation. Failing this or in the event that no agreement is reached, either party may demand that matters still in disagreement be submitted to an arbitration and shall give notice in writing to the other party detailing the points still at issue.

27.02 The Board of Arbitration shall consist of three (3) members to be appointed within thirty (30) days of the demand for arbitration shall consist of one (1) member appointed by the Employer and one (1) member appointed by the Union who within seven (7) days of their appointment shall meet together for the purpose of selecting the third member who shall act as the Chairman.

27.03 In the event of disagreement and a selection not being made within seven (7) days after the date on which the two members first meet, either of the members may on not less than two (2) days' notice in writing to the other member, apply to the Minister of Labour of the Province of Ontario to appoint a Chairman.

27.04 The decision of the Board of Arbitration shall be final and binding on both Parties.

27.05 The Parties shall each bear the expense of its own arbitrator, and shall bear equally the expense of the Chairman and all other expenses of Arbitration.



27.06 The Parties may mutually agree to have a single Arbitrator in place of a Board.

**ARTICLE 28 – DURATION**

28.01 This Agreement shall be binding and remain in effect from January 1, 2020 to December 31, 2022 and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration of the then applicable expiry date of the Agreement.

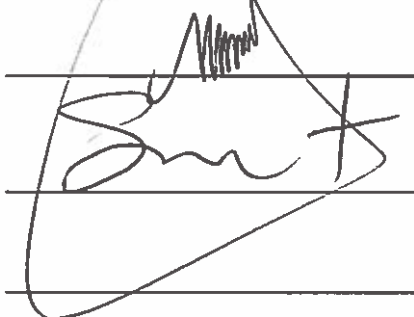
28.02 During the life of this Agreement, any changes to the terms of this Agreement shall be by mutual agreement of the parties in writing.

28.03 Retroactivity

The rates in Appendix “A” shall be retroactive to January 1, 2020. Unless specifically provided for otherwise, all other items shall be effective the date this Agreement takes effect, which shall be upon ratification by both parties.

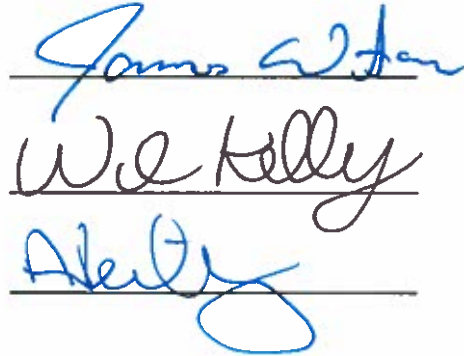
SIGNED IN OTTAWA, ONTARIO THIS 4 DAY OF February, 2021.

FOR THE EMPLOYER:



A handwritten signature in black ink, appearing to be 'S. Smith', is written over three horizontal lines.

FOR THE UNION:



Three handwritten signatures in blue ink are written over three horizontal lines. The signatures appear to be 'James A. [unclear]', 'W. Kelly', and 'A. Kelly'.

:kd/cope 491  
January 26, 2021

**Appendix “A” – Bargaining Unit Positions and Rates**

Bargaining Unit Positions and Rates

Full-Time Employees:      January 1, 2020: 2.0% wage increase  
    January 1, 2021: 2.0% wage increase  
    January 1, 2022: 2.0% wage increase

<b>Full-Time Employees</b>				
<b>Position</b>	<b>Current Annual Salary</b>	<b>2020 Annual Salary (Effective Jan. 1, 2020)</b>	<b>2021 Annual Salary (Effective Jan. 1, 2021)</b>	<b>2022 Annual Salary (Effective Jan. 1, 2022)</b>
Building Operator (Licensed)	\$81,372	\$82,999	\$84,659	\$86,353
Senior Electrician (Licensed)	\$78,071	\$79,632	\$81,225	\$82,850
Electrician (Licensed)	\$70,358	\$71,765	\$73,200	\$74,664
Senior Plumber (Licensed)	\$78,071	\$79,632	\$81,225	\$82,850
Plumber	\$70,358	\$71,765	\$73,200	\$74,664
Senior Facilities Maintenance Technician	\$56,044	\$57,165	\$58,308	\$59,474
Facilities Maintenance Technician	\$48,336	\$49,303	\$50,289	\$51,295

Part-Time Employees (Pool A & B): January 1, 2020: 2.0% wage increase  
 January 1, 2021: 2.0% wage increase  
 January 1, 2022: 2.0% wage increase

Part-Time Employees (Pool B)					
Position	Current Hourly Rate	Increase (Effective Jan. 1, 2020)	2020 Hourly Rate (Effective Jan. 1, 2020)	2021 Hourly Rate (Effective Jan. 1, 2021)	2022 Hourly Rate (Effective Jan. 1, 2022)
Senior Playing Surface Technician	\$21.75	-	\$22.18	\$22.62	\$23.07
Playing Surface Technician	\$19.75	-	\$20.14	\$20.54	\$20.95
Operations Crew	\$15.75	\$0.25	\$16.06	\$16.38	\$16.70
Part-Time Employees (Pool A)					
Position	Current Hourly Rate	Increase (Effective Jan. 1, 2020)	2020 Hourly Rate (Effective Jan. 1, 2020)	2021 Hourly Rate (Effective Jan. 1, 2021)	2022 Hourly Rate (Effective Jan. 1, 2022)
Part-Time HVAC (Licensed)	\$39.12	-	\$39.90	\$40.69	\$41.50
Part-Time Electrician (Licensed)	\$33.82	-	\$34.49	\$35.17	\$35.87
Senior Playing Surface Technician	\$22.00	-	\$22.44	\$22.88	\$23.33
Team Lead – Operations & Playing Surface *new position combining Team Lead & Playing Surface Technician	\$20.00	-	\$20.40	\$20.80	\$21.21
Operations Crew	\$16.00	\$0.25	\$16.32	\$16.64	\$16.97

Note: Effective January 1, 2020, the parties agree to increase the base rate of the Operations Crew by \$0.25 per hour (2019 rate) to reflect \$16.00 (Pool A) and \$15.75 (Pool B)

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**LANSDOWNE STADIUM LIMITED PARTNERSHIP OPERATING AS TD PLACE  
(the “Employer” or the “LSLP”)**

**AND**

**THE OTTAWA-CARLETON PUBLIC EMPLOYEES UNION (“CUPE”), LOCAL 503**

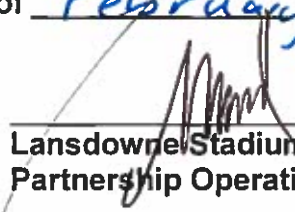
**In Affiliation with the Canadian Union of Public Employees, C.L.C.  
(the “Union”)**


---

1. Notwithstanding the definition of a part-time employee in the Collective Agreement, the following employees shall not have their scheduled hours or shifts reduced below thirty (30) hours per week, based on a six (6) month rolling average, during the life of the Collective Agreement except in accordance with the Employer’s Management Right to adjust for the usual operational and seasonal requirements and subject to their availability provided as per Article 16.
  - i. Richard Brazel-Hywel
  - ii. Scott Elson
  - iii. Geoffrey McCurdy
2. It is understood and agreed that in the event that any of the employees listed in paragraph 1, above, leave the Union’s bargaining unit for any reason, or is promoted to a Full-time position within the bargaining unit in accordance with the Collective Agreement, the Union is not entitled to name a replacement employee to the list.
3. This Memorandum of Understanding takes effect as of the date of its execution, and ceases to have any force and effect upon the expiring of the Collective Agreement on December 21, 2022.

Dated at Ottawa, Ontario, this 4 day of February 2021.

  
OCPEU Local 503 CUPE

  
Lansdowne Stadium Limited  
Partnership Operating as TD Place



kd/cope 491  
January 26, 2021