COLLECTIVE AGREEMENT

between:

THE BOARD OF DIRECTORS OF THE HUMMINGBIRD CENTRE FOR THE PERFORMING ARTS CARRYING ON BUSINESS AS SONY CENTRE

(hereinafter referred to as “the Board”)

-and-

UNIFOR AND ITS LOCAL 2003E

(hereinafter referred to as “the Union”)

EFFECTIVE: January 1, 2016
EXPIRY: December 31, 2018
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ARTICLE 1 – RECOGNITION

1.01 The Board recognizes the Union as the sole and exclusive bargaining agent for all employees employed in the classifications as outlined in Article 21 of this Collective Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Except as and to the extent specifically modified by this agreement, all rights and prerequisites of Management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its Management and may be exercised by Management as it, in its discretion, sees fit.

Without limiting the generality of the foregoing, Employer’s rights shall include:

(a) The right to maintain order, discipline, and efficiency, to make, alter and enforce, from time to time, rules and regulations, policies and practices to be observed by its employees, to discipline and discharge employees in accordance with Article 28 of this agreement.

(b) The right to select, hire and control the working force and employees, to transfer and assign, promote, demote, layoff, schedule and classify employees, to plan, direct and control its operations, to select and retain employees for positions excluded from the bargaining unit, to transfer and manage the enterprise in all respects in order to satisfy its commitment and objectives, including the determination of the number of productions, type of productions, selection of productions, scheduling of productions, and working methods to be followed, position of duties and staff complement, to discipline and discharge employees, provided that there shall be just cause for discipline or discharge of non-probationary employees.

(c) The right to determine the location and extent of its operations and their commencement, expansion, curtailment of discontinuance, the direction of the working forces, the work to be done, job content and requirements, the qualifications of employees, the use of improved or changed methods, the number of employees needed by the Employer at any time and how many shall work in any job, the number of hours to be worked, starting and quitting time, methods to be used to ensure security of Employer’s property and generally, the right to manage
the enterprise and its business without the interference are solely and exclusively the right of the Employer.

Failure by the Employer to exercise any of its Management Rights or other rights shall not be considered to be an abandonment of those rights nor shall the principle of estoppel be applied to such circumstances.

ARTICLE 3 – UNION SECURITY

3.01 Employees covered by this agreement shall, as a condition of employment, become members of the Union at the commencement of their employment and thereafter maintain membership in the Union in accordance with the Union’s constitution and by-laws.

3.02 The Employer shall deduct from the first pay in each month from all present and future employees such monthly dues as are uniformly levied upon all members of the Union in accordance with its constitution and by-laws. The dues so deducted shall be remitted to the Secretary-Treasurer of the Union before the end of the current month for which the deduction was made, along with a check off list setting out the names of all employees, each employee’s current address, telephone number, classification, rate of pay, the amount deducted and, if no deduction was made, the reason for such failure to deduct. If any dues owing are not remitted, they shall be adjusted and remitted the following month.

3.03 The Union agrees to hold the Employer harmless for the deduction of proper Union dues so long as the Employer complies with the above provisions.

3.04 Upon the commencement of employment, a new employee shall sign an application for a Union membership card and the Employer agrees to deduct the amount of the Union initiation fee set by the Union from time to time (currently $25.00) from the wages of the respective employee and to remit such amount to the Union not later than the end of the following calendar month.

3.05 Receipt for Income Tax Purposes: Union dues deductions receipts for Income Tax purposes will be issued by the Employer on the employee’s yearly T-4 slips.
ARTICLE 4 – UNION REPRESENTATIVES

4.01 The Board agrees to recognize that there will be one (1) Unit Chair and one (1) Steward. The Unit Chair and Steward shall be members of the bargaining unit and will be elected by the bargaining unit members or appointed by the Local.

4.02 The Board agrees to pay lost time at the regular hourly rate of pay in order to allow the Unit Chair and/or Steward (based on operational requirements) to attend the following meetings provided that the Union gives the Director of Operations three (3) days’ notice:

(a) Grievance meetings

(b) Labour-Management meetings

(c) Negotiation meetings

4.03 Orientation Program:
The Employer will allow a designated representative of the Union up to one (1) hour per calendar month for the purpose of conducting the Unifor New Members' Orientation Program. Such meetings will be conducted during the probationary period of employees and will be held on Employer premises. Employees participating in the Orientation Program meetings during their normally scheduled working hours will not suffer loss of pay at their regular rate. Orientation Program meetings will be scheduled by the Employer.

ARTICLE 5 – DISCRIMINATION

5.01 The Board and the Union agree that there shall be no discrimination with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge, or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, age handicap, nor by reason of membership in a labour union.

5.02 In this Article, “handicap” shall be defined in the Human Rights Code R.S.O. 1980 as amended.
ARTICLE 6 – SAFETY

6.01 The Board and the Union agree that they will co-operate to the fullest extent in the prevention of accidents and in the promotion of safety and the health of its employees.

6.02 The Board shall recognize any one member or alternate from the bargaining unit as the Health and Safety Representative. The Health and Safety Representative shall participate in all meetings of the Joint Health and Safety Committee. All time spent at such meetings during working hours shall be paid at the regular rate of pay or at premium rate if outside of the regular scheduled hours of the employee.

ARTICLE 7 – LEAVE OF ABSENCE

7.01 The Board agrees to provide for leave of absence while an employee is required to perform Jury Duty and will make up the difference, if any, of lost wages which may be incurred by the employee, at his basic straight time hourly rate.

7.02 An employee may be absent from work with normal pay from the date of bereavement through until the day after burial of a member of his/her immediate family member, i.e. spouse or partner of the employee, father, mother, step-parent, son, daughter, step-child, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or step-grandparent or step-grandchild of the employee.

Should an employee be unable to attend the funeral of his/her immediate family as defined above because of the distance to be traveled, such employee may be granted four (4) days of absence with normal pay for the purpose of mourning the death.

7.03 The Board agrees to provide for leave of absence to employees for the purposes of attending Union training, education, conventions or conferences. The Union shall, wherever possible, provide two (2) weeks' notice of such required leave of absence, such leave shall not be unreasonably denied; subject to the Centre's schedule of performances and/or events. The Board shall maintain the employee's regular pay during such leave of absence, the Board will then invoice the Local Union and the Local Union shall reimburse the Board within thirty (30) days of receiving the invoice.
7.04 Unifor Paid Education Leave:
The Employer agrees to pay into a special fund an amount of twenty-five dollars ($25.00) per year per employee to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on an annual basis into a trust fund established by Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program
205 Placer Court
Toronto, ON M2H 3H9

The Employer shall approve Education Leave for the members of the bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

ARTICLE 8 – SENIORITY, LAYOFF AND RECALL

8.01 SENIORITY - Each employee shall acquire seniority after three (3) months of continuous service within the Board. The seniority shall be backdated to the date the employee commenced employment.

LAYOFF – In the event of a layoff, the employee who has the least seniority within the classification shall be the first employee to be laid off. The Board agrees to provide thirty (30) days written notice of a layoff.

RECALL – In the event of recall, the employee who has the most seniority within the classification and is on layoff shall be the first employee recalled to work. Upon receiving a Recall Notice by registered mail, an employee is required to do the following to accept recall:

To confirm to the Board his/her acceptance of recall within three (3) business days of receipt of the recall notice and the employee must present himself/herself for work on the date specified in the recall notice. The Board agrees that the recall date will not be less than fourteen (14) days from the date the Employee receives the recall notice except by mutual agreement of the Board and the employee.
No new employee shall be hired into a classification until all former employees within the classification who are on layoff have been offered and have had an opportunity to accept a recall in accordance with the above provisions. An employee must have completed the probationary period to have a recall right.

8.02 An employee will have recall rights for a period of two (2) years from the effective date of layoff.

8.03 An employee who elects to receive severance under the Employment Standards Act shall forfeit all recall rights to employment with the Board.

8.04 The Board agrees to post and maintain a seniority list of employees on the employees' bulletin board and a copy of said list to be sent to the Union office.

ARTICLE 9 – MEAL ALLOWANCE

9.01 The Board agrees to provide for a meal allowance of twenty-five dollars ($25.00) until December 31, 2016 and effective January 1, 2017 a meal allowance of thirty dollars ($30.00), to an employee required to work ten hours or more.

ARTICLE 10 – LOCKOUTS AND STRIKES

10.01 It is mutually agreed that there will be no lockouts or strikes as defined in the Ontario Labour Relations Act during the term of this agreement.

ARTICLE 11 – WORKING CONDITIONS

11.01 Employees will be entitled to take a shower not later than fifteen (15) minutes prior to the end of their shift or at any time during the work day when the work performed is such that the employee must shower before proceeding to other duties. The senior employee on shift has the right to take the first shower but may relinquish that right to an employee with less seniority on a case by case basis.

11.02 The Board agrees that all training required by the Board shall be scheduled by the Board and paid at the employee's applicable rate of pay.
ARTICLE 12 – UNIFORMS AND SAFETY EQUIPMENT

12.01 The Board agrees to supply to each employee five (5) sets of uniforms and an outdoor jacket and shall bear the expense of maintaining and laundering same.

12.02 The Board further agrees that a minimum of two (2) sets of coveralls will be supplied in order to do work of a dirty nature.

12.03 The Employer agrees to reimburse to each employee annually up to the amount of one hundred and seventy dollars ($170.00) effective January 1, 2016, upon proof of purchase, toward the cost of safety shoes, insoles and supports, each year of the Collective Agreement.

12.04 The employees will wear safety shoes during all scheduled work hours.

12.05 The Board shall provide, at its expense, any personal protective equipment required in the performance of the employee’s duties. The employees must wear or utilize any such clothing or equipment provided, in accordance with the Board’s policies and procedures.

ARTICLE 13 – REGISTERED RETIREMENT SAVINGS PLAN AND OMERS PENSION PLAN

13.01 The Union acknowledges that the Board is an OMERS (Ontario Municipal Employees Retirement System) employer and as such has an obligation to enroll all full-time employees in OMERS. OMERS participation is mandatory for all full-time employees.

13.02 Prior to the implementation of OMERS, the Board provided for the purchase of a Registered Retirement Savings Plan Certificate through a chartered bank in the amount of three thousand, three hundred dollars ($3,300.00) for each employee per calendar year.

13.03 In any year where OMERS contributions are equal to or exceed three thousand, three hundred dollars ($3,300.00) per employee, there shall be no RRSP purchase. In any year where OMERS contributions are less than three thousand, three hundred dollars ($3,300.00) per employee, RRSP purchases shall be made and the amount of purchase for each employee shall be reduced by the amount of OMERS contribution the Employer is required to pay per employee.
13.04 Subject to the foregoing, the RRSP Certificates shall be purchased on the second Thursday of January of each year, for the preceding calendar year.

ARTICLE 14 – VACATIONS

14.01 All regular employees now or hereafter employed shall receive vacation with pay in accordance with the following schedule:

(a) Employees who have worked less than one (1) year as of July 30th in any year shall receive four percent (4%) of their total earnings for the entire period employed, or shall receive a vacation period equal to four percent (4%) of the wages earned.

(b) Employees who have worked one (1) year or more prior to July 30th in any year shall receive two (2) weeks’ vacation with pay or four percent (4%) of their total earnings for the twelve (12) month period concerned, whichever is greater.

(c) Employees who have worked three (3) years or more prior to July 30th in any year shall receive three (3) weeks’ vacation with pay or six percent (6%) of their total earnings for the twelve (12) month period concerned, whichever is greater.

(d) Employees who have worked eight (8) years or more prior to July 30th in any year shall receive four (4) weeks’ vacation pay or eight percent (8%) of their total earnings for the twelve (12) month period concerned, whichever is greater.

(e) Employees who have worked twenty (20) years or more prior to July 30th in any year shall receive five (5) weeks’ vacation with pay or ten percent (10%) of their total earnings for the twelve (12) month period concerned, whichever is greater.

(f) The term "total earnings" as used in Articles 14.01 (a), (b), (c), (d), and (e) is deemed not to include vacation pay.

(g) An employee who leaves his position on his own accord shall be entitled to his accrued vacation, provided he gives notice in writing of his intention to leave at least one (1) week in advance to his immediate supervisor. If an employee fails to give such notice, he shall be treated in accordance with the Employment Standards Act and he shall receive four percent (4%) of what he has earned either from his date of employment or from his last vacation anniversary, whichever is applicable.
(h) An employee terminating for any reason other than his own accord, shall be entitled to his vacation accrued allowance computed on his length of service as provided in the vacation herein above set forth.

14.02 Vacations may be taken by an employee without restrictions other than one (1) employee at a time and other than the selection of earned vacation by seniority.

14.03 The Board agrees to post by March 1st the available vacation times for the period March 1st to October 31st. The members shall make their selections not later than May 30th in order to qualify for these dates. The Board agrees to post by October 1st the available vacation times for the period October 31st to February 28th. The members shall make their selections not later than November 30th in order to qualify for these dates.

14.04 In the event that an employee is unable to schedule all of his or her vacation, he or she shall have the choice of either:

i. Carrying over one (1) week of his or her vacation entitlement to the next year and receiving vacation pay for any balance owing or

ii. Receiving vacation pay for any balance owing as of December 31

The employee shall advise the Board no later than January 15th which of the options above, i or ii, they wish to exercise.

In the event that vacation pay is to be paid in accordance with 14.04 above, it shall be paid by January 31st of the year following the year in which the vacation was due.

ARTICLE 15 – PAID HOLIDAYS

15.01 All employees shall receive a minimum of eight (8) hours pay for each of the following holidays:

| New Year’s Day | Labour Day |
| Good Friday    | Thanksgiving Day |
| Victoria Day   | Christmas Day |
| Canada Day     | Boxing Day |
| Civic Holiday  | Family Day |
15.02 If an employee is required to work on any of the above holidays, he shall have the option of either:

i. Being paid at the rate of two and one times \(2 \frac{1}{2} X\) his straight time hourly rate for all hours worked, or

ii. Being paid at the rate of one and on half times \(1 \frac{1}{2} X\) his straight time hourly rate for all hours worked plus another eight (8) hour day off with pay at his straight time hourly rate of pay at a time mutually agreed between the employee and the Employer.

This includes the eight (8) hours holiday allowance. When any of the above referenced holidays fall on a Saturday or Sunday, the Board shall have the right to designate the Friday preceding or the Monday succeeding such holiday as the day of observance. It is agreed that any premium payable for working on a designated holiday shall not apply to such Saturday or Sunday when the holiday is moved to the Friday or Monday.

15.03 In the event government legislation, either Federal or Provincial, proclaims an additional holiday other than those mentioned above, the Board will grant the same consideration to the employees covered under this agreement. Date of observance (for pay calculation) will be the day recognized by Federal or Provincial government in the event any of the above holidays fall on a Saturday or Sunday.

15.04 If a paid statutory holiday occurs during an employee’s regular annual vacation period or on his regular scheduled day off, if otherwise qualified, the employee shall be granted one (1) extra day’s holiday with pay within thirty (30) days following the said holiday, or shall be paid one (1) day’s additional pay.

ARTICLE 16 – TIME CLOCK

16.01 Whenever the Daytime Operator on shift has been properly relieved by a qualified relief, he may leave his post and clock out not more than one half \(1/2\) hour period to the end of his shift, provided, however, that there will be no additional payment of wages as a result thereof.
ARTICLE 17 – TECHNOLOGICAL CHANGE

17.01 Where a technological change at the Centre results in the elimination of any classifications in Article 21.01, the Board agrees to pursue the following steps:

i. Advise the Union of the pending impact and/or elimination of any classification due to the technological change;
ii. Meet with the Union to discuss the impact on the classification and explore whether there are any opportunities in other classifications.

ARTICLE 18 – PROBATIONARY PERIOD

18.01 All employees shall be designated as probationary employees during the first three (3) months actually worked and notwithstanding any other provisions of this agreement, the Board shall have the exclusive right to discharge probationary employees within such three (3) month period.

ARTICLE 19 – VACANCIES AND JOB POSTINGS

19.01 Such vacancies shall be filled by giving due consideration to skill, ability and qualifications and if those criteria are relatively equal, then the most senior applicant shall be given first consideration. The Board shall post all such vacancies for a period of ten (10) working days in order to enable employees to apply for the position in writing.

19.02 The Board agrees to notify the Union of its need or desire to hire bargaining unit employees and shall give first preference to applicants sent to the Board from the Union. The Union will provide suitable applicants to the Board within five (5) working days exclusive of Saturday, Sunday and statutory holidays. If no suitable applicants are provided within the above (5) day period, then the Board shall have the right to hire from whatever source it chooses. The hiring of any applicants shall be at the sole discretion of the Board and the foregoing does not derogate from that right.

ARTICLE 20 – HOURS OF WORK AND OVERTIME

20.01 The normal work week for Operators shall be forty (40) hours on the basis of five (5) days of eight (8) hours, inclusive of lunch break, Monday to Sunday inclusively.
It is agreed that the lunch break contained in the eight (8) hours of work is paid for because employees are on call during the lunch time and if called, they will perform any necessary services during that time.

20.02 There shall be no reduction of normal working hours per day or per week for the purpose of avoiding appropriate overtime and/or premium rates.

20.03 Employees shall be granted two (2) ten (10) minute coffee breaks, one to be scheduled during the first half of the shift and one to be scheduled during the second half of the shift.

20.04 All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime and shall be paid for at the rate of time and one-half (1 ½ X) the employee’s regular rate.

20.05 All work performed by Operators on Saturday shall be paid at the rate of one and one-half times (1 ½ X) the employee’s basic rate; double time (2X) shall be paid for all hours worked on Sunday.

20.06 All employees shall receive an additional fifty cents ($0.50) per hour differential for all hours worked on an afternoon shift (3:00 p.m. to 11:00 p.m.) and on all hours worked after 4:00 p.m. on other shifts up to December 31, 2016. Effective January 1, 2017 an increase to sixty cents ($0.60) per hour.

20.07 If an employee is called into work he shall receive a minimum of four (4) hours’ pay at the appropriate rate of that day or pay for all hours worked at appropriate daily rates, whichever is greater.

20.08 Employees required to work between the hours of 12:00 a.m. and 7:00 a.m. shall be paid double time (2X) the employee’s base rate for all hours worked between 12:00 a.m. and 7:00 a.m.
ARTICLE 21 – CLASSIFICATIONS AND RATES OF PAY

21.01 Rates of pay shall be as follows:

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<tr>
<th>Classification</th>
<th>Effective Jan 1, 2016</th>
<th>Effective Jan 1, 2017</th>
<th>Effective Jan 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Building Operator</td>
<td>$32.76</td>
<td>$33.42</td>
<td>$34.09</td>
</tr>
<tr>
<td>Senior Electrical Operator</td>
<td>$32.76</td>
<td>$33.42</td>
<td>$34.09</td>
</tr>
<tr>
<td>Building Operator</td>
<td>$28.56</td>
<td>$29.13</td>
<td>$29.71</td>
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<tr>
<td>Electrical Operator</td>
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<td>$29.13</td>
<td>$29.71</td>
</tr>
<tr>
<td>Junior Building Operator</td>
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<td>$26.27</td>
<td>$26.80</td>
</tr>
<tr>
<td>Maintenance Mechanic</td>
<td>$23.46</td>
<td>$23.93</td>
<td>$24.41</td>
</tr>
<tr>
<td>Part Time</td>
<td></td>
<td></td>
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<td>Building Operator</td>
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<td>$29.13</td>
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<td>$23.46</td>
<td>$23.93</td>
<td>$24.41</td>
</tr>
</tbody>
</table>

Junior Building Operator wage increased twenty-five cents ($0.25) per hour prior to general wage increase.

Two percent (2%) wage increase for all classifications in each year of the Collective Agreement. (reflected in wage grid above)

The Chief Operator will receive the applicable Operator’s rate plus a premium of one hundred and fifty dollars ($150.00) a week and upon ratification of this agreement will
receive a premium of one hundred and fifty-five ($155.00) a week for the duration of the agreement.

The Senior Electrical Operator, after twelve (12) years’ service will receive the applicable hourly rate plus a premium of ten dollars ($10.00) a week for the duration of the agreement, effective date of ratification.

ARTICLE 22 – POSTED SCHEDULES

22.01 Five (5) days’ notice of shift change shall be given to the employees directly concerned. Posted schedules may be altered or changed provided that five (5) days’ notice is given. Failure to provide five (5) days’ notice will mean all hours worked during five (5) days will be paid a premium of one dollar and fifty cents ($1.50) per hour to a maximum of sixty dollars ($60.00). The exception of the requirement that five (5) days’ notice of any schedule or shift change be given, will be in the case of illness.

ARTICLE 23 – EARNED BENEFITS

23.01 The Board agrees to provide at no cost to the employees the following benefits:
   (a) OHIP (Basic Plan)
   (b) Supplementary Blue Cross (Semi-private coverage)
   (c) Group Life Insurance ($60,000) increasing to $70,000 upon ratification
   (d) The Employer will provide a Comprehensive Medical Protection Plan (which includes drugs and vision care and administered by Manulife) as presently exists with other groups of employees on the premises.
   (e) Dental Plan – The Employer will provide a basic dental plan (Manulife) plus endodontic coverage and an additional rider to cover dentures as presently exists with other groups of employees on the premises.
   (f) The coverage provided in 23.01 (d) and 23.01 (e) will be single or family coverage based on the employee’s marital status.

23.02 The Board shall provide short-term disability benefits in accordance with the Board’s Short-Term Disability Policy, Policy #215, attached as schedule “A”. The terms of the Short-Term Disability Policy shall govern all issues of entitlement to such benefits. Eligible employees shall receive up to twenty-six (26) weeks of benefits with payment at the rate of seventy-five percent (75%) of regular base wages.
23.03 The Board agrees to pay the premiums in the amount specified annually by the City of Toronto, to provide employees with benefits under the City of Toronto's Long-Term Disability Plan, as provided by the Manufacturers Life Insurance Board. The Board's responsibilities and obligations with respect to the LTD benefit are limited to paying the required premiums. It is understood that the Board has no responsibility for the administration of the benefit plan, or determination of benefit entitlements. The administration of the benefits and all issues of eligibility for the LTD benefit are administered and adjudicated solely by the insurance carrier in accordance with the terms of the insurance carrier's plan document.

The scope of LTD benefit under the City of Toronto plan, provided by Manulife Financial benefit represents seventy-five percent (75%) of the employee's monthly pre-disability earnings, or maximum of forty thousand dollars ($40,000) per year, commencing after eligibility waiting period of twenty-six (26) weeks of total disability.

23.04 The Board agrees to provide ten (10) personal days per year to Senior Operators.

Employees in all other classifications shall be entitled to six (6) personal days in their first year of service; in their second full year of service the employee shall be entitled to seven (7) personal days; in their third full year of service they shall be entitled to eight (8) personal days. Thereafter there shall be no increase in personal days until the employee has completed ten years of service; after ten (10) years of service employees shall be entitled to nine (9) personal days and after eleven (11) years of service employees shall be entitled to ten (10) personal days.

Personal days not used in the calendar year to which they are applicable shall not be carried over from one year to the next and shall not be subject to any cash payouts. All personal leave days must be scheduled in advance at mutually agreed times with the Director of Operations and may not be scheduled consecutively.

ARTICLE 24 - SEVERANCE

24.01 Subject to the seniority provisions of this agreement, employees who become permanently displaced as a result of the closing of the plant, or a department, or as a consequence of technological changes, shall be entitled to a severance allowance, in accordance with their seniority, of two (2) weeks' pay for each year of service. To be eligible for severance pay, however, an employee must have three (3) years of continuous employment with the Board. In cases of termination as specified above, the
Board agrees to make all best efforts to provide a minimum of three (3) months’ notice of such pending termination to the employee(s) so affected. Any severance pay to which an employee is entitled pursuant to the Employment Standards Act is deemed to be included in the severance pay hereunder.

24.02 All seniority rights will be ceased on acceptance of severance allowances.

ARTICLE 25 – PAYS

25.01 The Board agrees that the employee(s) will be paid on a weekly basis and that Thursday shall be the designated payday.

ARTICLE 26 – GRIEVANCE PROCEDURE

26.01 Step #1
The Unit Chair and/or Steward shall submit to the Director of Operations any grievances or complaint in writing within not more than ten (10) days of its alleged occurrence and the Director of Operations shall within four (4) days, excluding Saturday, Sunday and statutory holidays, inform the Unit Chair and/or Steward in writing of his answer to the alleged grievance or complaint. If the written answer is not accepted as a settlement, then within four (4) days of receipt of the written answer, the grievance or complaint may be submitted to Step #2.

26.02 Step #2
Failing solution in Step #1, the National Representative of the Union and the Unit Chair and/or Steward (based on operational requirements) will meet with the Director of Operations. This meeting is to take place within seven (7) days of the receipt of the decision of Step #1.

26.03 Within ten (10) days of receipt of the Board’s written answer to Step #2, the Union may submit the grievance to arbitration in accordance with the Ontario Labour Relations Act.

26.04 Time limits may be extended by mutual consent of both parties. Such consent will be in writing.

26.05 All references to “days” in Articles 26, 27 and 28 shall be deemed to mean working days, Monday through Friday.
26.06 The parties agree and understand that the Unit Chair and Steward are authorized to assist/advise members, file grievances, attend discipline/investigation meetings, attend Step #1 and Step #2 grievance meetings and monitor the workplace to ensure compliance with the Collective Agreement.

The Unit Chair and Steward are not authorized to agree to any amendments to the Collective Agreement (through the grievance procedure or otherwise), to resolve any issue that affects two (2) or more members or to resolve any grievance at Step #2 or beyond. Any such action requires the agreement and involvement of the Business Manager of the Local Union or the designated National Representative.

It is understood that any provision in the Collective Agreement that calls for notice to be given to the Union requires that notice be given by the Board to the Business Manager of the Local Union or the designated National Representative.

26.07 Group Grievance
A grievance arising from a complaint involving more than one (1) employee may be considered a group grievance. The names of all employees involved will be clearly indicated on the grievance. Either party may request a representative employee to be present at any step in the grievance procedure.

26.08 Policy Grievance
Should the Union or the Company seek to submit a policy grievance, they shall do so by submitting the grievance in writing or electronically and shall present this at Step #2 of the grievance procedure within twenty (20) full calendar days after the circumstances giving rise to such grievance occurred or originated.

ARTICLE 27 - ARBITRATION

27.01 Grievances submitted to arbitration will be done in accordance with the *Ontario Labour Relations Act*.

27.02 The Arbitrator shall not have jurisdiction to alter or change any of the provisions of the agreement, or to substitute any new provisions in lieu thereof, nor to give a decision inconsistent with the terms and provisions of the agreement.
27.03 The decision of the Arbitrator shall be final and binding upon both parties of this agreement.

27.04 Each of the parties will jointly bear the expenses of the Arbitrator, if any.

ARTICLE 28 – SUSPENSION OR DISCHARGE

28.01 A claim by an employee that has been discharged or suspended without just cause will be treated as a grievance if a written statement of the grievance is lodged with the Director of Operations within five (5) days after the employee has been suspended or discharged by the Board. All preliminary steps of the grievance procedure may be eliminated in such cases and discussion of the grievance will commence at Step #2.

28.02 If no solution is reached then, the grievance may be submitted to arbitration as outlined in Article 27.

ARTICLE 29 – ON-CALL EMPLOYEES

29.01 It is understood as between the Board and the Union that any scheduling of “on-call” shifts shall be solely at the direction of the Director of Operations.

29.02 It is understood by both parties that members of the bargaining unit may be required to be on-call outside their normal working hours and be available to work in cases of emergency at the Centre.

29.03 Employees required to be on-call shall be paid the following:

(a) A flat rate of seventy-five dollars ($75.00) for each week they are required to be on-call. It is understood that except in the case of illness or emergency only one (1) employee will be on call in each week.

Effective year 1 – upon date of ratification  - increase to eighty dollars ($80.00)
Effective year 2 – January 1, 2017  - increase to ninety dollars ($90.00)
Effective year 3 – January 1, 2018  - increase to one hundred dollars ($100.00)

(b) Four (4) hours pay at double time (2X) their regular hourly rate for any time they are called to the Centre when on-call except for paid (statutory) holidays.
(c) Four (4) hours pay at double time and one half (2½ X) their regular hourly rate for any time they are called to the Centre when on-call on a paid (statutory) holiday (Article 15).

ARTICLE 30 – GENERAL

30.01 Removal of Discipline
When imposing discipline, the Employer shall not take into account any record of discipline which occurred more than eighteen (18) months prior, except where the behaviour is deemed egregious. In which case the employee will be informed and such notice will not be excluded from future disciplinary action.

30.02 Unifor Social Justice Fund
The Employer agrees to pay three cents ($0.03) per hour per employee for all compensated hours for the purpose of contributing to the Unifor Social Justice Fund. The fund is a registered non-profit charity which contributes to Canadian and international non-partisan, non-governmental relief and development organizations. Such monies are to be paid on a quarterly basis into the fund established by its' Board of Directors, effective from the date of ratification, and sent by the Company to the following address:

Unifor Social Justice Fund
205 Placer Court
Toronto, ON M2H 3H9

30.03 Union Bulletin Board
The Employer agrees to provide the Union with a bulletin board for Union announcements and notices. Only the Unit Chair/Steward shall have the authority to either post or remove postings on this bulletin board.
ARTICLE 31 – DURATION

31.01 This agreement shall become effective January 1, 2016 and will be in full force and effect until December 31, 2018 and unless either party gives to the other written notice for termination or modification within a period of ninety (90) days prior to this date or any subsequent renewal date, then it will continue in effect for a further year without change and so on from year to year thereafter unless terminated or modified as provided herein.

Full retroactivity for all rights and privileges provided for by the Collective Agreement.

DATED AT TORONTO, ONTARIO, THIS 3 DAY OF JUNE, 2016.

FOR THE BOARD

FOR UNIFOR AND ITS LOCAL 2003E

br:cope343
LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING 1 – PARKING

BETWEEN:

THE BOARD OF DIRECTORS OF THE HUMMINGBIRD CENTRE FOR THE PERFORMING ARTS

(the “Board”)

-and-

UNIFOR AND ITS LOCAL 2003E

The Board and the Union agree that effective September 1, 2010 there shall be no parking provided onsite for any member of the bargaining unit.

In consideration therefore, the parties further agree that the Board shall provide the members of the bargaining unit an increase of 4.3% of their 2009 base salary as of September 1, 2010.

All language referencing entitlement to parking will be removed from the Collective Agreement.

For the Company

For the Union

Re-Signed at Toronto Date June 3, 2016
LETTER OF UNDERSTANDING 2 — ON-CALL

BETWEEN:

THE BOARD OF DIRECTORS OF THE HUMMINGBIRD CENTRE FOR THE PERFORMING ARTS

(the “Board)

-and-

UNIFOR AND ITS LOCAL 2003E

It is understood that employees on-call (Article 29) will remain within the Greater Toronto Area (GTA) as defined in the attached map. While parties agree that the on-call Operator will respond immediately to the call, the parties acknowledge that depending on the Operator’s location and traffic the time between receiving the call and arrival onsite could take as long as ninety (90) minutes.

The on-call period will be Monday to Sunday. If the Operator scheduled to be on-call as of Monday is unavailable due to circumstance outside his control he shall notify the Operator currently on-call that he will have to remain on-call. It shall also be his responsibility to notify the Stage Door and the Director of Operations of the change. The Operator remaining on-call will be paid a pro-rated rate for each additional day on-call.

Greater Toronto Area

For the Company

For the Union

Re-Signed at Toronto  Date June 3, 2014
APPENDIX “A”

SONY CENTRE POLICY #215 – SHORT TERM DISABILITY
Dated July 2010

TO COLLECTIVE AGREEMENT

BETWEEN:

THE BOARD OF DIRECTORS OF THE HUMMINGBIRD CENTRE FOR THE PERFORMING ARTS CARRYING ON BUSINESS AS SONY CENTRE ("the Board)

-AND-

UNIFOR AND ITS LOCAL 2003E ("the Union")