

## **Memorandum of Agreement**

### **Toronto Cricket Skating and Curling Club**

#### **AND**

### **Unifor and its Local 673**

1. THE PARTIES AGREE TO THE TERMS OF THIS MEMORANDUM AND THE CHANGES TO THE COLLECTIVE AGREEMENT REFLECTED IN APPENDIX A HERETO AS CONSTITUTING FULL SETTLEMENT OF ALL MATTERS IN DISPUTE.
2. APART FROM THE CONTENTS OF THIS MEMORANDUM AND THE CHANGES TO THE COLLECTIVE AGREEMENT REFLECTED IN APPENDIX A, NO PROPOSALS TABLED DURING COLLECTIVE BARGAINING, WHETHER AGREED TO BY THE PARTIES OR NOT, SHALL FORM PART OF THIS SETTLEMENT.
3. THE UNDERSIGNED AND ALL MEMBERS OF THE NEGOTIATING COMMITTEES DO HEREBY RECOMMEND COMPLETE ACCEPTANCE OF ALL OF THE TERMS OF THIS MEMORANDUM AND THE CHANGES TO THE COLLECTIVE AGREEMENT REFLECTED IN APPENDIX A HERETO TO THEIR RESPECTIVE PRINCIPALS AND EACH PERSON WILL SPEAK PUBLICLY IN SUPPORT OF RATIFICATION, UP TO AND DURING ANY MEETING.
4. THE PARTIES WILL BOTH SEEK RATIFICATION OF THE AGREEMENT AND WILL REPORT BACK THE RESULTS OF THE RATIFICATION IMMEDIATELY BY TELEPHONE AND THEREAFTER IN WRITING. THE PARTIES WILL HOLD ANY NECESSARY RATIFICATION MEETING SO THAT THE RESULTS OF THE MEETINGS CAN BE COMMUNICATED FOLLOWING THE UNION RATIFICATION MEETING WHICH WILL BE HELD ON OR BEFORE DECEMBER 9, 2022.
5. THE EFFECTIVE DATE OF ALL CHANGES TO THE COLLECTIVE AGREEMENT CONTEMPLATED IN APPENDIX A SHALL BE THE DATE OF RATIFICATION UNLESS EXPRESSLY STATED TO THE CONTRARY IN APPENDIX A. THE UNION AND THE EMPLOYER CONFIRM THAT THERE ARE NO OUTSTANDING UNFAIR LABOUR PRACTICE COMPLAINTS MADE ALLEGING WRONGDOING ON THE PART OF EITHER PARTY OR ITS AGENTS AND WILL MAKE NO FURTHER ALLEGATIONS INVOLVING EMPLOYER OR UNION ACTIONS KNOWN OR THAT OUGHT REASONABLY TO HAVE BEEN KNOWN UP TO THE DATE OF SIGNING OF THIS MEMORANDUM.
6. IN THE EVENT THAT THIS MEMORANDUM AND THE CHANGES TO THE COLLECTIVE AGREEMENT REFLECTED IN APPENDIX A ARE NOT RATIFIED BY DECEMBER 9, 2022, THIS MEMORANDUM AND THE CHANGES TO THE COLLECTIVE AGREEMENT REFLECTED IN APPENDIX A SHALL BE NULL AND VOID.

Dated this 7<sup>th</sup> day of December, 2022.

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For the Union

Reysagani Rolloda

Union Steward

Gnanamurthy Manickavasagar

Union Steward

Ozlem Karasahin

Unit Chairperson

Mary Ellen McIlmoyle

President, Unifor Local 673

Pearl Almeida

National Representative

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For the Employer

Christopher Pinto

Director Food & Beverage

Mike Ridout

General Manager and Chief Operating  
Officer

Mitch Dankner

Consultant

## Appendix A

The Union and Company have agreed that throughout the collective agreement wherever there is a gender specific language such as “he/she”, it will be replaced with gender neutral language.

### **Article 2.02(a)** (Sept 9, 2022)

Persons excluded from the bargaining unit shall not perform the regular work of employees covered by this Agreement except for the purposes of instruction, management training, in the event of an emergency, or to meet the immediate demands of service.

### **Article 3.01** (Sept 6, 2022)

The term "full-time employee" shall mean any employee hired for an indefinite period and who is regularly scheduled to work the normal full-time hours referred to in Article 9.01.

### **Article 3.03** (Sept 8, 2022)

Casual employee shall refer to employees hired for a specific term or task or to replace employees on pregnancy/parental leave or other approved leaves of absence. The discipline or release of such employee shall not give rise to a difference between the parties or be the subject of a grievance for any reason. If the employee is retained beyond the period, he/she shall be credited with service towards the completion of his/her probationary period. Union dues will be paid following the completion of 120 hours of work.

### **Article 3.05** (Sept 8, 2022)

"Seasonal staff" shall refer to any employee or vendor hired to work for a specific term.

Seasonal erection, tear down and maintenance of the tennis “bubble”, outdoor ice rink and basketball court and curling and pool maintenance and other seasonal business such as camp staff, as required, will be contracted to third parties.

### **Article 5.03** – (Sept 6, 2022)

#### **5.03 No Discrimination**

The parties agree that there shall be no discrimination in the workplace pursuant to the provisions of the Ontario *Human Rights Code*.

### **Article 6.01** (July 21, 2022)

Removal of (June 19) reference in the current Collective Agreement.

### **Article 8.01** (Sept 6, 2022)

The Company acknowledges the right of the Union to appoint or otherwise elect three (3) union representatives, one (1) of whom will be recognized as the Chairperson. The Company will recognize the Committee for the purposes of negotiations, handling grievances and attending meetings with management in accordance with the provisions of this Agreement.

**Article 8.02**

A Union Representative's first obligation is to the performance of **their** regular duties, and they shall not leave their regular duties without first obtaining permission from the immediate supervisor or their designate and shall advise the supervisor of the nature of their business and approximate duration and report back to such supervisor at the time of their return to work. Such requests shall not be unreasonably denied. At no time shall a Union Representative interrupt employees while such employees are working. Such time spent during a Union Representative's regular shift shall be paid at his/her regular rate. When the Union Representative is asked to meet with the Company regarding a discipline or other duties as the Union Representative, the Employer will pay the Union Representative for the duration of the time spent.

**Article 8.03** (Sept 6, 2022)

The Company shall not be required to recognize **Union Representative** until such time as it has been notified in writing of their election by the Union.

**Article 8.05** (July 22, 2022)

Union duties and activities will not be carried on during working hours of employment except that the Local President or designate and/or National Representative may, with advance approval of human resources or non-union designate; enter the site to interview employees for the purpose of hearing grievances or investigations. This approval will not be unreasonably denied. It is understood that such visits will be timed to cause as little disruption as possible to the normal conduct of business. It is further understood that representatives of the union will comply with the Company's rules and regulations.

**Article 8.06** (Sept 8, 2022)

The Company agrees that whenever a meeting is held with an employee where the subject matter is intended to become part of such employee's record regarding their work or conduct, a Union Representative will be present. It is understood that a failure to comply with this article will not render the discipline void. In the event that this occurs, the Company will advise and review the case of the employee concerned with the Union Representative.

**Article 8.07** (Sept 6, 2022)

Union Representatives elected or appointed in accordance with the provisions of the collective agreement will not be laid off because of lack of work except where all employees in the department have been laid off, and so long as they have the skill and ability to perform any work available in their respective departments.

**Article 8.09** (Sept 9, 2022)

*The Company will provide the Union Representatives with a stationary filing cabinet in an easily accessible area.*

**Article 8.11** (Sept 7, 2022)

The Company shall continue to pay the wages of the Union Representatives for Union-approved leaves in this collective agreement. The Company will invoice the Union monthly for the amounts to be reimbursed. The Union agrees to pay the invoice within fifteen (15) days of receipt.

**Article 9.03** (Sept 6, 2022)

The Union accepts article will be changed to Article 9.04 to reflect the Memorandum of Agreement of January 17, 2020.

**Article 9.03 (of the Memorandum of Agreement of January 17, 2020)** (Dec. 7, 2022)– The Company agrees with the Union proposal.

Authorized hours worked in excess of forty (40) hours per week shall be compensated at time and one-half the employee's regular straight time hourly rate. Employees may be required to work overtime.

**Article 12.01** (Sept 6, 2022)

The Company will provide schedules on Wednesdays by 5 pm for hours to be worked by employees during the following week or for such longer period as the Company considers appropriate. Such schedule is for the information of employees, is not a guarantee of hours, and may be subject to change. The work week is defined as Sunday through Saturday.

**Article 13.01** (Sept 6, 2022)

An employee will have no seniority and shall be considered on probation until they have been employed for the earlier of fifty (50) shifts or six months of active, continuous employment since the last date of hire with the Company.

**Article 14.01** (Sept 7, 2022)

The seniority of an employee shall be defined as length of uninterrupted service since the last date of hire with the Company. Seniority shall only be credited upon the completion of a probationary period of the earlier of fifty (50) shifts or six (6) months of active, continuous employment from the last date of hire. Seniority rights shall apply only to the extent expressly provided in this Agreement.

**Article 14.02f** (Sept 6, 2022)

if an employee fails to report for work within seven (7) calendar days after the delivery of Notice of Recall at his last known address by registered mail or by electronic means, from the Company following a lay-off.

**Article 14.04d** (Sept 7, 2022)

An employee, while retained on the seniority list during layoff, accumulates seniority during such period.

**Article 14.06a** (Sept 8, 2022)

- (a) Where the Company decides a full-time new or vacant position exists it shall post the notice of such vacancy on the Company bulletin board and electronically for a period of seven(7) calendar days. Employees bidding on such vacancy must make application to the Manager in writing no later than the seventh (7th) calendar day. Full-time and part-time employees may apply. The Company need not consider any applicant to a posting who has, within the prior three (3) month period successfully bid on a vacancy.

**Article 14.06c** (Sept 9, 2022)

In addition to 14.06b, the Company may consider and not grant a new or vacant position to an employee, based on their disciplinary record.

**Article 14.07** (Sept 9, 2022)

For the purposes of the Collective Agreement "qualifications" shall be defined as an employee's skill, ability, education, and experience.

**Article 14, sections 14.07 and 14.08** (July 21, 2022)

These sections to be renumbered due to section 14.06 missed in sequencing in the existing agreement booklet

**Article 18.02** (Sept 7, 2022)

A seniority list of employees shall be maintained by the Company and shall show the seniority date of each employee, which will be updated, posted and a copy will be provided to the Unit Chairperson quarterly. Employees who wish to question their seniority, must do so in writing within twenty-five (25) calendar days of such posting. If no challenge is made within twenty-five (25) calendar days, the employee's seniority shall be deemed correct. Should two or more employees have the same seniority date, the employee with the birth date (month/day only) closest to the start of the calendar year shall prevail as most senior.

**Article 19.02** (Sept 8, 2022)

It is the mutual desire of the parties hereto that complaints of employees be dealt with as quickly as possible. It is understood that an employee has no grievance until he/she has first brought the complaint to the attention of their immediate supervisor or designate within five (5) calendar days after the circumstances giving rise to the grievance have occurred or ought to have reasonably come to the attention of the employee. An employee may request the assistance of a Union Representative while bringing the complaint to the attention of their immediate supervisor or designate. The complaint may be oral or in writing and the immediate supervisor or designate should have the opportunity to resolve it within five (5) calendar days.

**Article 19.05** (Sept 9, 2022)

A claim by an employee who has completed his/her probationary period that he/she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Company at Step #2

of the grievance procedure within five (5) calendar days after the date the discharge or suspension is given.

*Subject to Article 5, such grievance may be settled under the grievance or arbitration procedure by:*

- (a) confirming the Company's action in dismissing or suspending the employee, or*
- (b) by any other arrangement which may be deemed just and equitable.*

**Article 20.01** (July 22, 2022)

Failing settlement under the foregoing procedure of any grievance arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievances may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty (30) calendar days after the decision under Step #2 is given or was due, the grievance shall be deemed to have been abandoned.

**Article 21.03** (Sept 7, 2022)

Upon written request the Company shall grant a Union unpaid leave of absence to a maximum of three (3) employees for a maximum of fifteen (15) days per year (non-cumulative), for the purpose of attending Education Leave, Conventions, Conferences conducted by the Union. The release of employees under this Article shall only be granted if it will not impact the Company's ability to maintain a qualified and adequate workforce. The Company agrees to release the requested employee(s) so long as the Union leave is request is received fourteen (14) days prior to the requested leave date(s).

**Article 21.04** (Sept 7, 2022)

Upon written request the Company shall grant a Union unpaid leave of absence to the Chairperson or designate other for a maximum of four (4) hours per month (non-cumulative), for the purpose of attending monthly Local Executive Meetings. The release of the Chairperson under this Article shall only be granted if it will not impact the Company's ability to maintain a qualified and adequate workforce. The Company agrees to release the requested employee(s) so long as the Union leave is request is received fourteen (14) days prior to the requested leave date(s).

**Article 23.01** (Sept 30, 2022)

A maximum of five (5) days paid leave of absence will be provided to an Employee for the purpose of grieving, making arrangements, and attending the funeral of one of the following immediate family members:

- Spouse (including same sex)
- Parent/Stepparent
- Child/Stepchild
- Brother/Sister

A maximum of three (3) days paid leave of absence will be provided to an Employee for the purpose of grieving, making arrangements, and attending the funeral of one of the following immediate family members:

Grandparent

Grandchild

Ward/Guardian

Mother/Father-in-Law

Daughter/Son-in-Law

**Article 23.03** (July 22, 2022)

The leave of absence must occur within ten (10) days of the death for which the leave is taken, subject to exceptional circumstances which must be approved by the department manager. Extension to the timeline may require evidence that is reasonable in the circumstances.

**Article 23.06** (Sept 6, 2022)

Vacation days scheduled for a period covered by such bereavement leave may be rescheduled subject to the approval of management.

**Article 25.01** (Sept 30, 2022)

The Company will supply safety shoes for all Maintenance employees or other positions that require safety shoes to be worn at work as designated by the Company. The Company will reimburse up to \$140 inclusive of HST/annually or \$280 inclusive of HST every two (2) years, for the purchase of shoes, subject to providing a receipt confirming payment.

**Article 25.02** (Sept 30, 2022)

The Company will reimburse to each full-time employee, the amount of \$90 inclusive of HST/annually or \$180 inclusive of HST every two (2) years, towards the purchase of shoes to be worn at work, provided such shoes shall be black, without open toe or heel, and have approved skid-proof or anti-skid heels and soles. Payment is subject to providing a receipt confirming payment.

**Article 25.03** (Sept 30, 2022)

The Company will reimburse part-time employees who have worked a minimum of twelve (12) months and an average of eighteen (18) regular hours in the previous twelve (12) months, the amount of \$90 inclusive of HST/annually or \$180 inclusive of HST every two years, towards the purchase of shoes to be worn at work provided such shoes shall be black, without open toe or heel. And have approved skid-proof or anti-skid heels and soles. Payment is subject to providing a receipt confirming payment.

**Article 27.04** (July 22, 2022)

Vacations shall be scheduled by the Company by seniority and with reasonable consideration given to employee requests provided that the business needs are met. Employees shall indicate their preference for vacation time off for the upcoming

calendar year prior to November 1st of each year and the Company will post the vacation schedule prior to December 1st of each year. Vacation requests thereafter are on a first come, first serve basis.

**Article 28.05a** (Sept 6, 2022)

Where a holiday falls during a employee's scheduled vacation period they/their vacation shall be extended by one (1) day.

**Article 30.02** (Sept 7, 2022)

Wages will be paid by direct deposit on Thursday to the bank of the employee's choice. Pay statements for the previous two (2) weeks work will be available no later than 5:00 p.m. on the Thursday. Where a public holiday occurs on a Thursday, pay and pay statements will be issued on Wednesday no later than 5:00 p.m.

If there is an error in pay of \$100.00 or more and the employee requests it be corrected prior to the next pay date, it will be corrected within two (2) business days from the date the error was reported to the employee's supervisor or manager.

**Article 33.01** (Nov 2, 2022)

This agreement shall become effective on the date of written receipt of ratification and shall remain in effect until September 30, 2025 and thereafter on an annual basis until terminated or amended as hereinafter provided. If either party desires to terminate or amend this Agreement, they shall give to the other party not less than 90 days' notice in writing, of such intention, prior to the anniversary date. If such notice is not given, this Agreement shall continue in force from year to year thereafter until terminated by written notice by either party at least ninety (90) days prior to the anniversary date.

**LOU#1 (Paid Education Leave)** (Sept 30, 2022)

*Letter of Understanding LOU #1  
Paid Education Leave*

For the duration of of this agreement, the Company agrees to pay into a special fund one cent (\$0.01) per hour per full-time employee, to a maximum of \$500/annum for all compensated hours for the purposes of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on an annual basis into a trust fund established by the National Union, Unifor, and sent by the Company to the following address: Unifor Paid Education Lead Program, 205 Placer Court, 115 Gordon Baker Road, Toronto, Ontario M2H 3H9.

**LOU#2 (Social Justice Fund)** (Sept 30, 2022)

*Letter of Understanding (LOU#2)  
Social Justice Fund*

For the duration of this agreement, the Company agrees to provide a lump sum payment in the amount of \$500/annum 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 to the fund established by its Board of Directors and sent by the Company to the following address: Unifor Social Justice Fund, 115 Gordon Baker Road, Toronto, Ontario, M2H 0A8.

**LOU#3 (Violence Against Women)** (Sept 6, 2022)

*LETTER OF UNDERSTANDING (LOU#3)*  
*VIOLENCE AGAINST WOMEN*

During the current negotiations the parties discussed the concern that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counsellor), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement intent is subject to standard of good faith on the part of the Company, the Union and affected employees, and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

**LOU#4 (Women's Advocate)** (Sept 7, 2022)

*Letter of Understanding (LOU#4)*  
*Women's Advocate*

The parties recognize that women in our workforce may have special needs for information or services. The parties recognize that a Women's Advocate in the workplace will be selected by the Union.

The Company agrees to acknowledge the commemoration of the Elimination of Violence Against Women (December 6).

**LOU #5 (Pay Equity)** (Sept 9, 2022)

*Letter of Understanding (LOU #5)*  
*Pay Equity*

The Company is currently undertaking an update of its Pay Equity Plan and will provide a copy when finalized.

**LOU#6 (Scheduling)** (Sept 9, 2022)

*Letter of Understanding (LOU #6)*  
*SCHEDULING*

The parties agree to meet and discuss scheduling issues identified during the course of negotiations within 90 days of ratification. The parties also agree to meet on a quarterly basis to discuss business needs, department-wide preferences, and work together on potential solutions.

**LOU#7 (New Member Orientation)** (Sept 30, 2022)

*Letter of Understanding (LOU#7)  
New Member Orientation*

The Company will introduce new bargaining unit members to a Union Representative as part of the employee onboarding process.

**LOU#8 (Benefits)** (Oct 17, 2022)

*Letter of Understanding (LOU #8)  
Group Health and Dental Benefits*

The Company will maintain a group benefits plan for full-time, eligible employees.

The Company will provide a summary of benefits upon the eligibility requirements being met as part of the enrollment process.

**LOU#9 (Retirement Savings)** (Oct 17, 2022)

*Letter of Understanding (LOU #9)  
Retirement Savings*

The Company will maintain a retirement savings plan for full-time, eligible employees.

The Company will provide a summary of benefits upon the eligibility requirements being met as part of the enrollment process.

**LOU#10 (Part-Time Staff)** (Oct 17, 2022)

*Letter of Understanding (LOU #10)  
Part-Time Staff*

At the request of the Union, the parties agree to meet every six (6) months to discuss the opportunity for part-time employees to become full-time based on business needs.

**LOU#11 (Sick Days)** (Oct 17, 2022)

*Letter of Understanding (LOU #11)  
Sick Days*

The Company will continue with the practice of providing Sick Days, consistent with the Company's Employee Handbook.

**LOU#12 Severance** (Oct 18, 2022)

*Letter of Understanding (LOU #12)  
Severance*

The parties agree that employee termination and/or severance entitlements will be calculated in accordance the Ontario Employment Standards Act, 2000.

**LOU #13 (Unit Chair Working Day Shift) (Nov 2, 2022)**

*Letter of Understanding (LOU #13)  
Unit Chair – Day Shift*

At the request of the Union and as discussed during the renewal of this collective agreement, the Company agrees to schedule the current Unit Chair, Monday to Friday, day shift, if available. This schedule is subject to business needs.

**LOU #14 (Transportation Allowance) (Nov 2, 0222)**

*Letter of Understanding (LOU #14)  
Transportation Allowance*

Upon ratification, the Company will provide a transportation allowance for all bargaining unit members to off-set the costs of transportation to and from work by car, public transit or other means.

The parties agree that this Letter of Understanding is specific to the term of this collective agreement and will not be automatically renewed.

Full-time, active employees will receive the transportation allowance equivalent to \$75 per pay period.

Part-time, active employees will receive the transportation allowance equivalent to \$1.00 per hour to a maximum of \$75 per pay period.

Effective October 1, 2023 and October 1, 2024 the Transportation Allowance will be increased by 3.5%.

Employees are eligible upon their date of hire. Employees on leave of absence, any disability (including Worker's Compensation), illness, layoff or other unpaid leaves will not be eligible for the transportation allowance for those pay period(s).

The transportation allowance will be a taxable benefit for T4 and income reporting purposes.

**Schedule “A”**

	<b>Current CBA Rate</b>	<b>Ratification</b>	<b>01-Oct-23</b>	<b>01-Oct-24</b>
			<b>3.50%</b>	<b>3.50%</b>
Clubhouse Attendant	\$16.56	\$17.69	\$18.31	\$18.95
Facilities Maintenance Technician	\$21.35	\$22.25	\$23.03	\$23.83
Building Operator	\$29.85	\$30.89	\$31.97	\$33.09
Porter (New Role)	-	\$18.63	\$19.28	\$19.96
Server	\$18.00	\$18.78	\$19.44	\$20.12
Host	-	\$19.67	\$20.36	\$21.07
Assistant Server	\$16.00	\$16.71	\$17.29	\$17.90
Bartender	\$19.00	\$19.82	\$20.51	\$21.23
Cook I	\$20.00	\$20.85	\$21.58	\$22.34
Cook II	\$18.00	\$18.78	\$19.44	\$20.12
Cook in Training (New Role)	-	\$17.63	\$18.25	\$18.89
Dishwasher	\$15.75	\$16.56	\$17.14	\$17.74
Chef de Partie	\$24.00	\$24.84	\$25.71	\$26.61
Pastry Chef de Partie	\$24.00	\$24.84	\$25.71	\$26.61

Employees at or above the CBA posted wage rate in the table above will receive the scheduled wage increase of 3.5% on their existing base rate.

The Company agrees to remove the probationary rate for new hires.

References made to Clubhouse Attendants, Facilities Maintenance Technician, Server, Cook I and Cook III be removed from the terms listed below the Wage Grid on Schedule A. As discussed in bargaining, the Company will provide copies of job descriptions for new and existing roles for review by the Union Bargaining Committee members.

All wage increases will be made retroactive to October 1, 2022.