EP15.4 Appendix B

Exhibition Place

Policy Name	Policy Type
Accessibility Obligations in Procurement Guidelines	**Employee**
Original Date	**Revision Date**
January 1, 2019	**December 8, 2020**

Guideline Statement

Exhibition Place is committed to supporting people with disabilities by working to remove existing barriers and ensuring that new barriers are not created.

Application

Legislation has been passed, including the *Ontario Human Rights Code*, *Ontarians with Disabilities Act, 2001*, and the *Accessibility for Ontarians with Disabilities Act, 2005*, and its regulations, and Exhibition Place is committed to meeting its obligations under the legislation.

These pieces of legislation include either implied or express accessibility obligations that apply to the acquisition of all goods and services, including those goods and services that may be acquired regardless of value.

Implementation

In order to meet their accessibility obligations in procurement related activities, Divisions should consider the following three key questions:

- What are the barriers that people with disabilities might face in trying to use the goods, services, or facilities you are planning to acquire?
- Will these goods, services, or facilities be used by members of the public or by Exhibition Place employees?
- What are the appropriate accessibility criteria and how can they be incorporated into the procurement process?

The following steps should assist you in answering these questions:

- Step 1: Review the definitions of ‘disability’ and ‘barrier’.
- Step 2: Conduct an assessment to determine whether these types of goods or services could create barriers for people with disabilities, and whether they are members of the public or Exhibition Place employees.
- Step 3: Include accessibility considerations in your procurement business case.
- Step 4: Develop the related procurement documents, and include relevant accessibility specifications based on the barriers identified.
- Step 5: Document and retain information relating to your compliance with accessibility obligations.
- Step 6: Ensure that the successful vendor meets their accessibility obligations throughout the term of the contract.

Step 1: Review the definitions of 'disability' and 'barrier'.

As defined in the *Ontario Human Rights Code*, *Ontarians with Disabilities Act, 2001*, and the *Accessibility for Ontarians with Disabilities Act, 2005*.

Disability means:

- Any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect, and illness, and without limiting the generality of the foregoing includes: diabetes mellitus, epilepsy, brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, physical reliance on a guide dog or other animal, and a wheelchair or other remedial appliance or device.
- A condition of mental impairment or a developmental disability.
- A learning disability or dysfunction in one or more of the processes involved in understanding, using symbols, and spoken language.
- A mental disorder.
  An injury or disability for which benefits were claimed or received under the insurance plan established under the *Workplace Safety and Insurance Act, 1997*; ('handicap'). As defined in the *Ontarians with Disabilities Act, 2001,* and the *Accessibility for Ontarians with Disabilities Act, 2005.*

Barrier means:

Anything that prevents a person with a disability from fully participating in all aspects of society because of his or her disability including: physical barrier, architectural barrier, information or communications barrier, attitudinal barrier, technological barrier, policy, and practice.

Step 2: Conduct an assessment to determine whether these types of goods or services could create barriers for people with disabilities, and whether they are members of the public or Exhibition Place employees.

In order to ensure that the goods, services, and facilities you intend to procure will deliver the desired benefits to all potential users, determine whether it could create barriers for people with disabilities. The Ministry of Community and Social Services 'Understanding Barriers to Accessibility' document might help you identify existing and potential barriers that you might not have considered.

Procurement of goods or services for members of the public.

If members of the public will be making use of the goods, services, and facilities you are planning to acquire, it is likely that many of them will be people with disabilities.

Currently, 15.5% of the population are people with disabilities, and this number is likely to grow to 20% in the next few years with the aging of our population.

Goods, services, and facilities that will be used by the public will require that accessibility features be integrated into their design and implementation to ensure that people with disabilities can make use of them.

For example: In acquiring or deploying public access kiosks and point of sale devices, the ability of a person in a wheelchair or scooter to use the services could be limited if the keypad is not situated properly. If the keypad buttons are not in Braille or if the terminal only includes touch-screen technology, a person with a visual impairment would not be able to access the services provided.

When installing washroom facilities, assess whether a person who uses personal support services (e.g. attendant services) would be able to use the washroom comfortably with his or her attendant in a unisex or family washroom.

As set out in the *Accessibility for Ontarians with Disabilities Act, 2005*, Accessibility Standards for Customer Service Regulation, customers with disabilities must be accommodated when providing them with goods and services. When acquiring services for the public from an external provider, the procurement document should specify that the vendor needs to ensure that its staff are trained in customer service for people with disabilities, and are able to interact and deliver these services appropriately.

Procurement of goods or services for Exhibition Place employees

In addition, Exhibition Place employees with disabilities may need to be accommodated in the workplace and in the provision of goods and services. Exhibition Place employees may require specific accommodations to ensure that they are able to carry out their work without encountering barriers. This may include the procurement of accessible workspaces, equipment modifications, provision of assistive devices, and access to touch or voice activated equipment. Meeting accessibility obligations for goods and services requires specifications that include options for various types of disabilities, and are open to individual accommodation needs.

For example: When purchasing or installing a photocopier, you should assess whether the display screen and function keys may need to be used by a person who is blind or has low vision, and determine whether the height of the photocopier can easily be reached by someone using a wheelchair or scooter.

When purchasing telephones, you might want to assess whether the equipment requires volume controls, clear display screens, and large buttons in order to make the telephones as accessible to as many users as possible.

Procuring accessible goods, services, and facilities is usually more economical than restructuring the goods, services, or facilities to meet accessibility criteria afterward.

Step 3: Include accessibility considerations in your procurement business case.

The level of detail in your business case may vary, based on the nature of the acquisition. You may wish to include a description of the need to provide accessible goods or services currently and in the future.

For example: When acquiring the services of a facilitator or consultant to conduct a public meeting, ensure that the location for the meeting is wheelchair accessible. Consider whether sign language interpretation, alternate format materials, and other accommodations are required to enable the full participation of all attendees.

When acquiring computers or other desktop equipment, consider whether the system has the capacity for adaptive technology upgrades such as speech reading, voice activated software, and large fonts.

Consulting with community agencies that provide services for people with disabilities may give you information on accessibility needs, which may be helpful in planning services and accommodations. Keep in mind however, that individuals often have unique accommodation needs, which can best be determined by consulting with them directly.

Market research may help you determine the capability of vendors to provide accessible goods and services to people with disabilities, and confirm the nature of the accessibility specifications and requirements that should be included in procurement documents. Gather information from health and safety associations on the type and availability of suppliers, to provide ergonomic goods and services to support decisions about procuring office related equipment universally accessible to a broad range of people. An analysis of possible procurement strategies and options for acquiring and deploying accessible goods or services including the associated cost/benefit analysis.

For example: Reviewing the different approaches for communicating with individuals who are deaf, hard of hearing, and who have speech impairments could help support a purchasing decision. You may wish to consider whether it would be appropriate to purchase a single TTY for an entire division, or invest in TTY software that would enable a large number of TTY users to communicate directly to staff through their computers.

If you determine that it is not practicable to incorporate accessibility criteria and features in your procurement, you may be asked to provide an explanation. You may wish to include this explanation in your business case.

Step 4: Develop the related procurement documents and include relevant accessibility specifications based on the barriers identified.

The specifications in the procurement document should clearly articulate and include all the accessibility requirements for immediate acquisitions, or provide for the acquisition of goods and services to meet accessibility requirements should you determine that accessible goods or services would be needed in the future.

The procurement document should provide detailed specifications including accessibility criteria and features, based on the identified needs.

For example: The specifications for the provision of customer services could require a vendor to complete training programs on accessibility, diversity, and inclusion before or shortly after being hired to complete the contract.

The specifications in producing a public report could require a vendor to produce the report in a different print colour, font style and size, as well as, in alternate formats such as html, word, large print, Braille, audio CDs/DVDs, accessible PDFs, and require captioning, text, and/or ASL for videos.

When incorporating accessibility criteria and features into your procurement documents you may wish to consider sample accessibility language taken from the reference material Accessibility Language for Procurement Documents.

Ensure that your procurement document is posted in an accessible format, and includes a contact email address and phone number for requests for alternate formats.

Step 5: Document and retain information relating to your compliance with accessibility obligations.

You must document and retain information relating to compliance with the *Ontarians with Disabilities Act, 2001*, and the *Accessibility for Ontarians with Disabilities Act, 2005*, and its regulations where applicable.

If you did not incorporate accessibility criteria and features in your procurement, you may be asked to provide an explanation, which must be provided in an accessible format or with appropriate communications supports.

Any accessibility related feedback from people with disabilities should be kept on file for reference to improve the accessibility of future procurements.

Step 6: Ensure that the successful vendor meets their accessibility obligations throughout the term of the contract.

Engaging in active contract management will enable you to monitor and manage the successful vendor's performance, and ensure compliance with the terms of the contract including accessibility obligations. Your contract management framework may include conducting periodic site visits, performance audits, and soliciting client feedback as appropriate. It may be helpful to document lessons learned to use in subsequent procurement initiatives.

Exhibition Place

Policy Name	Policy Type
Accessibility Policy	**Employee**
Original Date	**Revision Date**
January 1, 2019	**December 8, 2020**

Policy Statement

The Board of Governors of Exhibition Place is committed to building an inclusive organization that values the contributions of people with disabilities, and to providing an accessible environment in which people with disabilities can access Exhibition Place's goods, services, and facilities, including buildings, public spaces, information and communications, in a way that meets their individual needs. Exhibition Place is committed to the identification, removal, and prevention of accessibility barriers, including attitudinal, systemic, information, communications, technology, and built environment and physical barriers.

This Policy establishes an overarching framework for compliance with the commitment of Exhibition Place to accessibility, including the requirements of the *Accessibility for Ontarians with Disabilities Act, 2005* (*AODA*) and the *Integrated Accessibility Standards Regulation* (*IASR*).

The *AODA* is a structure that provides for the development, implementation, and enforcement of accessibility standards in order to achieve accessibility for persons with disabilities. All Exhibition Place policies, procedures, bylaws, standards, and guidelines must comply with legislation and provide for dignity, independence, integration, and equal opportunity for people with disabilities. As required by the *AODA*, Exhibition Place must:

- Identify, prevent, and remove barriers people with disabilities face in accessing Exhibition Place's goods, services, and facilities.
- Accommodate the accessibility needs of people with disabilities to ensure they obtain, use, or benefit from Exhibition Place goods, services, and facilities, and that they can do so in a timely manner, at a cost no greater than the cost for people without disabilities.
- Develop and train Exhibition Place employees on providing accessible goods, services, and facilities.

Application

General Application

This policy applies to all employees and volunteers.

Any individual or third party organization that provides goods, services, and facilities to the public on behalf of Exhibition Place is also required to demonstrate compliance with this Policy, including training as described in the General Requirements Training section.

The Employment Standards Requirements apply only to employees of Exhibition Place.

Roles & Responsibilities

Accessibility is a shared responsibility and everyone has a part to play in making Exhibition Place accessible to residents, visitors, attendees, and co-workers as follows:

1. Employees, Volunteers, and Third Parties

All employees and other persons acting on behalf of Exhibition Place are expected to:

- have thorough knowledge of and maintain compliance with this Policy
- be familiar with their rights and responsibilities under this Policy
- prevent accessibility barriers by including accessibility considerations in the development of goods, services, and facilities
- participate in identifying accessibility barriers and planning for barrier removal
- provide a welcoming environment for people with disabilities, including any person with a disability using assistive devices, and accompanied by a support person or service animal
- provide information and communications in accessible formats upon request with communication supports, and consulting with the requestor about their preferred format
- facilitate the process of receiving and responding to feedback about the manner that Exhibition Place provides goods, services, and facilities to persons with disabilities, and ensure all feedback processes are accessible to persons with disabilities by providing and arranging for accessible formats and communication supports upon requests
- facilitate requests for accommodation by members of the public and employees with disabilities in a timely manner, to the point of undue hardship in accordance with the *Ontario Human Rights Code* and the Exhibition Place Accommodation Policy
- when serving customers that have competing accommodation needs, staff will make every effort to meet the needs of all individuals according to the *Ontario Human Rights Code* and Exhibition Place's Accommodation Policy
- request support from supervisors, managers, directors, and senior management when accommodation requests are outside their area of responsibility or beyond their capacity
- attend mandatory training and any additional training appropriate to the duties of their role, which may include acquiring skills and competencies necessary to identify, prevent, and remove accessibility barriers.

2. Directors, Managers, and Supervisors

In addition to the roles and responsibilities of the Policy, individuals with management and supervisory roles are expected to:

- provide leadership in building an inclusive and accessible environment for the public and employees
- prevent barriers by including accessibility considerations in the development of new policies, practices, procedures, and bylaws
- ensure the Policy is communicated to all Exhibition Place employees and those acting on behalf of Exhibition Place
- promote awareness of the Policy within their area of responsibility
- monitor current practices and ensure that management and staff are held accountable for their responsibilities under this Policy
- act on non-compliant issues within their area of responsibility

- attend training and ensure staff receive training appropriate to the duties of their role, including any skills and competencies required to identify, prevent, and remove accessibility barriers
- ensure volunteers and other third parties providing goods, services, and facilities on behalf of Exhibition Place have been provided with training, either by Exhibition Place or their own organization, as described in the General Requirements Training section and the Employment Standards Requirements section.
- facilitate requests for accommodation by members of the public and employees with disabilities in a timely manner, to the point of undue hardship, in accordance with the Ontario Human Rights Code and the Exhibition Place Accommodation Policy
- consult with the Senior Management Team for assistance with accessibility issues

3. Senior Management Team

In addition to roles and responsibilities of this Policy, individual senior management team members must:

- ensure resources are budgeted for identifying and preventing accessibility barriers (including attitudinal, systemic, information, communications and technology, and built environment and public space barriers), and for planning barrier removal
- provide oversight for implementation of this Policy and compliance with the AODA within area of responsibility
- provide accessibility compliance assurance when required

The Chief Executive Officer is responsible for promoting awareness of the Policy and for reporting compliance to the Province in accordance with the AODA reporting deadlines.

The Chief Executive Officer is responsible for preparing an annual report to the Board of Governors on the implementation of this Policy.

4. Exhibition Place AODA Implementation Team

The Exhibition Place AODA Implementation Team made up of senior management shall:

- develop internal expertise and familiarity with the rights and responsibilities under this Policy
- develop an implementation plan related to the Multi-Year Accessibility Plan
- make recommendations to the Chief Executive Officer on the implementation of the Multi-Year Accessibility Plan and this Policy

5. The Board of Governors of Exhibition Place

The Board shall:

- approve of any revisions to the Accessibility Policy
- approve the Multi-Year Accessibility Plan
- approve an annual report, or more frequent if required, detailing the implementation of the Multi-Year Accessibility Plan.

Definitions

Accessibility

A concept integral to human rights that refers to the absence of barriers that prevent individuals and groups from fully participating in all social, economic, political, and cultural

aspects of society. The term is often linked to people with disabilities and their rights to access, and also refers to design characteristics of products, devices, information, services, facilities, and public spaces that enable independent use or support when required, and access by people with a variety of disabilities.

Refers to products, devices, information, services, facilities, or public spaces that provide for independent, equitable, and dignified access for people with disabilities, including but not limited to those with visual, auditory, sensory, cognitive, and mobility related disabilities. The concept of accessible design ensures both 'direct access' (i.e. unassisted) and 'indirect access' referring to compatibility with a person's assistive technology.

Accessible Formats

Refers to formats that are usable by persons with disabilities including but not limited to: large print, recorded audio, electronic formats, and Braille.

Accommodation

In the context of Human Rights, accommodation means preventing and removing barriers caused by attitudinal, systemic, physical, information, communications, and technology barriers that unfairly exclude individuals or groups protected by *Ontario's Human Rights Code* from having equal access to full benefits available to others.

Principles of accommodation include dignity, individualization, inclusion and integration. For more information refer to *Ontario's Human Rights Code* and Exhibition Place's Accommodation Policy.

Assistive Devices

Refers to technical aids, communication devices, medical aids modified or customized for use to increase, maintain, or improve the functional ability of a person with a disability including but not limited to wheelchairs, walkers, white canes, note taking devices, portable magnifiers, recording machines, assistive listening devices, personal oxygen tanks, and devices for grasping. Assistive devices may accompany the customer or already be on the premises for the purpose of assisting persons with disabilities in carrying out activities or in accessing the services provided by Exhibition Place.

Barrier

Defined by the *AODA* as anything that prevents a person with a disability from fully participating in all aspects of society because of his or her disability, including a physical barrier, architectural barrier, information or communications barrier, attitudinal barrier, a technological barrier, and a policy or practice.

Career Development and Advancement

Defined by the *AODA* as the provision of additional responsibility within an employee's current position or movement from one job to another within the organization that may be higher in pay, provide greater responsibility, or be at a higher level in the organization.

Communications

Refers to interaction between two or more persons or entities, or any combination of them where information is provided, sent, and received.

Communications Supports

Includes, but is not limited to, captioning, alternative and augmentative communications supports, plain language, sign language, and other supports that facilitate effective communications.

Disability

'Disability' is defined, per Section 2 of the *Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11* and the *Ontario Human Rights Code, R.S.O. 1990, c. H.19*, as follows:

- any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, and physical reliance on a guide dog or other animal, wheelchair, and other remedial appliance or device
- a condition of mental impairment or a developmental disability, a learning disability, and a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language
- a mental disorder, injury, or disability for which benefits were claimed or received under the insurance plan established under the *Workplace Safety and Insurance Act, 1997*

Goods, Services, and Facilities

All aspects of Exhibition Place as an employer and service provider, including delivery of goods, services, programs, all information and communication including verbal, print, audio, video, websites, web application, and web content, and other digital technologies including kiosks, all buildings, facilities, public spaces, and the public realm.

Information

Includes but is not limited to data, facts, and knowledge that exists in any format, including text, audio, digital, or images that convey meaning.

Kiosk

Refers to an interactive electronic terminal including a point-of-sale device intended for public use that allows users to access one or more services or products or both.

New Internet Website

Refers to either a website with a new domain name or a website with an existing domain name undergoing a significant refresh.

Performance Management

Defined by the *AODA* as a program that defines and assesses employee performance, productivity, and effectiveness, with the goal of facilitating employee success.

Practicable

Capable of being done, put into practice, and being used. Factors relevant to determining if accessibility is practicable may include:

- Availability of accessible services, goods including commercial software or tools, or facilities
- Technological compatibility between older products and newer ones being procured

Public Spaces

Refers to outdoor recreational trails, beach access routes, boardwalks, ramps, outdoor public use eating areas, outdoor play spaces, outdoor paths of travel, accessible parking, and service counters.

Redeployment

Refers to signing an employee to another job, department, and division within the organization as an alternative to layoff, when a particular job, department, and division within the organization has been downsized or eliminated.

Service Animals

Defined by Section 80.45 (4) of the *AODA* Customer Service Standards (O.Reg 165/16) as follows:

An animal is a service animal for a person with a disability if the animal can be readily identified as one that is being used by the person for reasons relating to the person's disability, as a result of visual indicators such as the vest or harness worn by the animal, and the person provides documentation from one of the following regulated health professional confirming that the person requires the animal for reasons relating to the disability:

- A member of the College of Audiologists and Speech Language Pathologists of Ontario
- A member of the College of Chiropractors of Ontario
- A member of the College of Nurses of Ontario
- A member of the College of Occupational Therapists of Ontario
- A member of the College of Optometrists of Ontario
- A member of the College of Physicians and Surgeons of Ontario
- A member of the College of Physiotherapists of Ontario
- A member of the College of Psychologists of Ontario
- A member of the College of Registered Psychotherapists and Registered Mental Health Therapists of Ontario

Support Person

An individual who accompanies a person with a disability to help with communication, mobility, personal care, medical needs, and access to goods or services.

Unconvertible

Information or communications are unconvertible if it is not technically feasible to convert the information and communication, or the technology to convert the information and communication is not readily available.

Conditions

N/A

Implementation

Exhibition Place goods, services, and facilities are to be available to people with disabilities in a manner that:

- is free from discrimination
- strives at all times to respect the individual's dignity and independence
- is integrated with the provision of service to others, except when alternative measures are necessary to meet the needs of people with disabilities
- takes individual needs into account where a uniform response is inappropriate to ensure that there are no barriers to access or participation, and that individuals with disabilities are treated in a manner similar to others.

General Requirements

Accessibility Policies

Exhibition Place must maintain one (1) or more policies governing how the organization will achieve requirements under the *AODA* Integrated Accessibility Standards Regulation. It must also make such documents available to the public, and in accessible formats upon request. This Policy is adopted in compliance with this obligation.

Multi-Year Accessibility Plan

Exhibition Place must establish, implement, maintain, and make public a Multi-Year Accessibility Plan outlining the corporate strategy to identify, remove, prevent barriers, and to meet the legislated requirements of *AODA* and its regulations. The plan must be approved by The Board and be posted on the Exhibition Place website and made available in an accessible format, and the appropriate communications supports as soon as possible upon request.

Procurement of Goods, Services, and Facilitates

When acquiring or procuring goods, services, and facilities, Exhibition Place must incorporate accessibility criteria and features, and will do so as early as possible in the procurement process. Ensuring accessibility is incorporated into all procurement activities is the primary responsibility of the Divisions who manage these activities and contracts. Where it is not practicable to do so, an explanation must be provided upon request. Any third parties that provide goods, services, and facilities to members of the public or to other third parties on the behalf of Exhibition Place, must ensure their staff has received appropriate training as required by the *AODA* and its regulations.

Exhibition Place requires any third-party that is contracted to provide a service on behalf of Exhibition Place to sign a 'Declaration of Compliance with Anti-Harassment / Discrimination

Legislation and Board Policy' form confirming that they will uphold Exhibition Place policies and their obligations under provincial legislation, including the provision of accessibility training. Third parties may be required to provide records to show training has been done.

Self-Serve Kiosks

Exhibition Place must incorporate accessibility features when designing, procuring, and acquiring self-serve electronic kiosks (interactive electronic terminals). Accessibility features are described in Accessible Information, Communications, and Technology Guidelines.

Training

Training on *AODA*, *Ontario Human Rights Code*, and Accessible Customer Service, must be provided to all employees and volunteers, and persons who participate in developing Exhibition Place policies. Training must take place as soon as possible and be appropriate to the person's role. Exhibition Place must keep a record of the training provided to employees and volunteers, including the dates on which accessibility training took place and the names of individuals trained.

In addition to awareness and understanding of Exhibition Place Accessibility Policy, training must include:

- A review of the purpose of the *AODA*
- Requirements of *AODA* Standards under the *IASR*
- The *Ontario Human Rights Code* as it pertains to persons with disabilities
- Accessible Customer Service including instruction about the following matters:
    - How to interact and communicate with persons with various types of disabilities.
    - How to interact with persons with disabilities who use an assistive device or require the assistance of a support person or service animal. How to use equipment or devices available at Exhibition Place or otherwise provided by Exhibition Place that may help with the provision of goods or services to a person with a disability.
    - What to do if a person with a particular type of disability is having difficulty accessing the Exhibition Place's goods, services, and facilities.

If any changes are made to this policy or legislated requirements, additional training may be required.

Information and Communication Requirements

Exhibition Place is committed to providing accessible information and communication by preventing and removing barriers, and providing accessible formats, communication, and support to individuals that identify a barrier to accessibility.

Accessible Formats and Communication Supports

Information and communications that Exhibition Place produces, directly or indirectly through contractual relationships, must be made available in accessible formats upon request.

When an accessible format or communication support is requested, Exhibition Place must consult with the person making the request to determine which format or support is required, and provide or make arrangements to provide the material in a reasonable

amount of time and at no additional cost to the requestor. The Accessible Information, Communications, and Technology Guidelines provide technical guidance for achieving accessibility in a broad range of materials and technology environments.

The Provincial *AODA* Information and Communication Standards do not apply to products and product labels, unconvertible information or communications, and information that Exhibition Place does not control directly or indirectly through a contractual relationship.

If it is determined that information or communications are unconvertible, Exhibition Place must provide the person requesting the information or communication with:

- an explanation as to why the information or communications are unconvertible
- a summary of the unconvertible information or communications

Notice of Availability of Documents

This Policy will be maintained on the Exhibition Place website www.explace.on.ca under the Accessibility Page, and must be provided to individuals, upon request, in the appropriate format or with communication supports.

Accessible Websites and Web Content

The Exhibition Place's website and web content, controlled directly by Exhibition Place or through a contractual relationship that allows for modification of the product, must conform to World Wide Web Consortium (W3C), Web Content Accessibility Guidelines (WCAG) 2.0 at Level AA, in accordance with the timelines set out in *IASR*, and in the Accessible Information, Communications, and Technology Guidelines.

Maintaining accessibility of the website and web content is the primary responsibility of the General Manager, Sales & Event Management Department, with support from the Digital Marketing Specialist.

Emergency Procedures, Plans, or Public Safety Information

Exhibition Place emergency procedures, plans, and public safety information that is available to the public, must be made available in an accessible format or with appropriate communication supports as soon as possible upon request.

Feedback

Exhibition Place must have a process in place for receiving and responding to feedback, including feedback on how services are delivered to people with disabilities. Exhibition Place must make feedback processes accessible to persons with disabilities by providing or arranging for the provision of accessible formats and communication supports upon request.

Feedback will be collected by email at feedback@explace.on.ca, by phone 416-263-3618, by facsimile 416-263-3681, and in person at Exhibition Place.

Customer Service Requirements

Fares and Fees

Persons with disabilities must not be charged more to access Exhibition Place programs or services.

If Exhibition Place charges an admission or registration fee, notice must be provided of any fees or fares that apply to support persons, by posting such admission fees or fares where all other fees or fares are posted.

Assistive Devices

Exhibition Place must allow persons with disabilities to use their own assistive devices to obtain, use, or benefit from the goods, services, and facilities offered by Exhibition Place.

In circumstances where a person with a disability is unable to access the Exhibition Place's services through the use of their own personal assistive device, Exhibition Place must assess service delivery and potential service options to meet the needs of the individual, in accordance with the *Ontario Human Rights Code* and Exhibition Place's Accommodation Policy.

Where Exhibition Place owned assistive devices are available, they must be kept in good working order, and the public must be informed of their availability. Staff within the applicable division must be trained in the application and use of the devices.

Support Persons

Where a person with a disability accessing Exhibition Place goods, services, or facilities is accompanied by a support person, Exhibition Place must ensure that both persons are permitted to enter the premises together, and the person with a disability is not prevented from having access to the support person while on the premises.

Service Animals

Persons with disabilities are welcome to be accompanied by their service animal and keep that animal with them in areas and premises that members of the public are permitted to enter.

In the event the animal is excluded by law, such as in a food preparation area, Exhibition Place must ensure other measures are available to enable the person with a disability to obtain, use, or benefit from Exhibition Place goods, services, and facilities. Staff will respectfully explain why the animal is excluded and determine what other arrangements can be made.

When serving two customers that have different needs, such as serving a customer that has a service animal and a customer that has an allergy to animals, staff will discuss the situation with both customers and make every effort to meet the needs of both individuals, and observing the rights of all individuals involved, according to the *Ontario Human Rights Code* and Exhibition Place's Accommodation Policy.

A person with a disability is responsible for the control of their service animal at all times. If the service animal is not kept under control, has bitten another person or animal, or is a menace to the safety of other persons or animals, the service animal may be required to leave the premises. If this occurs the person would be permitted to continue to access Exhibition Place goods or services without the animal. In addition, Exhibition Place employees will, upon request, consider alternate accommodations for the person in such circumstances. Exhibition Place may refuse to permit the service animal to accompany the person until such time as the person has demonstrated to Exhibition Place that steps have been taken to correct the situation, and the issue has been resolved.

Notice of Service Disruptions

Exhibition Place must give notice of any temporary planned or unplanned service disruption of facilities, services, and systems that are relied upon by people with disabilities to access Exhibition Place goods, services, and facilities, such as elevators, lifts, or accessible washrooms. In the event of an unexpected disruption, notice must be provided as soon as possible.

Notice must include information about the reason for the disruption, its anticipated duration, and a description of alternative facilities, services, and systems that are available.

Notice must be given by posting the information in a prominent place on premises owned or operated by the provider, posted on Exhibition Place's website, social media, telephone recordings, and by such other method as is reasonable under the circumstances.

Employment Standards Requirements

Exhibition Place is committed to fostering an inclusive workforce and providing equitable treatment and accommodation to ensure barrier free employment. The requirements in this section apply only to employees of Exhibition Place. Volunteers and other non-paid individuals are not captured under this section.

Recruitment, Assessment, and Selection Process

Exhibition Place must post information about the availability of accommodations for internal and external job applicants with disabilities in its recruitment process. Job applicants who are individually selected for an interview and testing must be notified that accommodations are available on request. Exhibition Place must consult with an applicant who requests an accommodation, and in accordance with the *Ontario Human Rights Code* and Exhibition Place's Accommodation Policy, will provide or arrange for the provision of a suitable accommodation in a timely manner that takes into account the applicant's accessibility needs due to disability. Successful applicants must be notified about Exhibition Place's policies for accommodating employees with disabilities as part of their offer of employment.

Employee Supports

Exhibition Place employees must be made aware of the policies used to support employees with disabilities and accommodations available in accordance with the *Ontario Human Rights Code* and Exhibition Place's Accommodation Policy. Exhibition Place provides this information to new employees through employment agreements and orientation materials, and must provide updated information to all employees whenever there is a change to existing policies on the provision of job accommodations that take into account an employee's accessibility needs due to disability.

Accessible Formats and Communication Supports for Employees

In accordance with the *Ontario Human Rights Code* and Exhibition Place's Accommodation Policy, upon an employee's request, Exhibition Place must consult with the employee to provide or arrange for the provision of accessible formats and communication supports for:

- information that is needed to perform the employee's job
- information that is generally available to employees in the workplace

Exhibition Place must consult with the employee making the request in determining the suitability of an accessible format or communications support. The Accessible Information, Communications and Technology Guidelines provide technical guidance for achieving accessible information and communications.

Workplace Emergency Response Information

Exhibition Place will provide individualized emergency response information to employees who identify potential accessibility barriers when responding to emergency situations. If the employee requires assistance, Exhibition Place must receive consent from the employee to provide the individualized emergency response information to the person(s) designated to provide assistance. The information must be reviewed when the employee moves to a different location, when the employee's accommodation needs change, when overall accommodation plans are reviewed, and when Exhibition Place reviews its general emergency response plan.

Individual Accommodation Plans

Exhibition Place's Accommodation Policy describes the mandatory process for the development and maintenance of documented individual accommodation plans to support employees with disabilities. If applicable, individual accommodation plans may include information regarding plans for accessible formats and communication supports, as well as, individualized workplace emergency response information.

Return to Work Process

Exhibition Place must have in place a documented return to work process for employees returning to work following an illness or injury where disability related accommodations are required. This requirement is met through return to work processes supported by Occupational Health and Safety staff, consistent with the collective agreements, and return to work protocols.

Performance Management, Career Development, and Redeployment

Exhibition Place will ensure employees with disabilities and individual accommodation plans are provided equitable access to career development, performance management, and redeployment opportunities.

Built Environment and Public Spaces Requirements

Exhibition Place is committed to accessibility at all its facilities and public spaces by designing with accessibility in mind.

Accessibility Requirements in Codes and Standards

There are many regulations that must be adhered to when developing and constructing buildings and public spaces. The *Ontario Building Code*, which has a section on Barrier Free Design, and the *AODA* Design of Public Spaces Standards are both standards to which Exhibition Place adheres. These standards establish the **minimum threshold** for accessibility in the built environment.

Toronto Accessibility Design Guidelines

To simplify the complex landscape of accessibility codes, standards, and best practices, Exhibition Place follows the City of Toronto Accessibility Design Guidelines (TADG). The TADG acts as a guiding standard of excellence in accessibility for building and renovating Exhibition Place facilities and public spaces. Updated periodically to address changing legislation and industry best practices, the TADG aims to meet or exceed the *Ontario Building Code* (OBC) Barrier Free Requirements, and the *AODA* Design of Public Spaces Standards. The TADG is the guiding accessibility standard for Exhibition Place renovations, and newly constructed buildings and public spaces.

AODA Design of Public Spaces, Additional Requirements

In addition to technical design requirements for making public spaces accessible, the *AODA* also establishes requirements for service environments, maintenance of accessible elements, and for the involvement of people with disabilities through consultation on accessibility of public spaces.

Obtaining Services

When constructing or replacing service counters, fixed queuing guides, and waiting areas, Exhibition Place must make them accessible to people with disabilities.

Maintenance of Accessible Elements

Exhibition Place must develop and implement procedures for preventative and emergency maintenance and temporary disruptions of accessible elements in public spaces.

Public Consultation

Exhibition Place must provide opportunity for public consultation on the development or redevelopment of the following public spaces:

- recreation trails
- outdoor play spaces

AODA Reporting Requirements

Exhibition Place must submit completed compliance reports to the Province every two (2) years, in accordance with the schedule set out in the legislation.

Contraventions

Failure to comply with this Policy may result in disciplinary action, up to and including dismissal. Exhibition Place's failure to comply with *AODA* may result in significant fines and reputational damage.

Guidelines

For further details refer to the following Guidelines:

- City of Toronto Accessibility Design Guidelines
- Accessible Information, Communications, and Technology Guidelines
- Accessibility Obligation in Procurement Guidelines

Exhibition Place

Policy Name	Policy Type
Accommodating Gender Identify and Gender Expression Guidelines	**Employee**
Original Date	**Revision Date**
October 1, 2019	**December 8, 2020**

Guideline Statement

The purpose of these guidelines is to provide information and raise awareness about the legal obligation to accommodate employees, job applicants, and visitors based on the grounds of Gender Identify and Gender Expression in accordance with the Exhibition Place Human Rights and Anti-Harassment/Discrimination Policy and the *Ontario's Human Rights Code (Code).*

The *Code* requires all employees, job applicants, and visitors be treated equally and without discrimination based on their gender identity and gender expression, and have demonstrated that accommodation is required.

Application

These guidelines apply to all employees of Exhibition Place.

Definitions

Cisgender

Used to explain the phenomena where an individual's gender identity is in line with their birth-assigned sex. Cis can be used as a prefix to an assortment of words to refer to the alignment of gender identity and the birth-assigned sex status including cisnormativity, cissexual, cisgender, cismale, and cisfemale.

Gender

The expectations and stereotypes about behaviours, actions, and roles, linked to being a 'man' or 'woman' within a particular culture or society. The social norms related to gender can vary depending on the culture, and can change over time.

Gender Identity

The gender that individual's identify with or how they perceive themselves, which may be different from their birth-assigned sex. Gender identity is linked to a sense of self, the sense of being woman, man, both, neither, or anywhere along the gender spectrum (non-binary). Gender identity is completely separate from sexual orientation.

Gender Expression

The way people communicate or express their gender identity publicly, often through behaviour and physical appearance (e.g. dress, length and style of hair, or by emphasizing or de-emphasizing physical characteristics). Chosen names and preferred pronouns are ways in which individuals express gender. Gender expression is completely separate from sexual orientation.

Gender Spectrum

The representation of gender as a continuum as opposed to a binary concept.

Genderqueer / Gender Non-Conforming / Gender Variant

Individuals who do not follow gender stereotypes based on birth-assigned sex. They may identify and express themselves as feminine men or masculine women, or as androgynous, outside of the categories boy/man and girl/woman. People who are gender non-conforming may or may not identify as trans.

Intersex

Used to describe a person born with reproductive systems, chromosomes, and/or hormones that are not easily characterized as male or female. This might include a woman with XY chromosomes or a man with ovaries instead of testes. Intersex characteristics occur in one out of every 1,500 births. Typically intersex people are assigned one sex, male or female, at birth; however, some intersex people identify with their assigned sex, while others do not. Some individuals may choose to identify as intersex, and intersex people may or may not identity as trans or transgender.

Sex

The classification of people as male, female, or intersex. Sex is usually assigned at birth and based on an assessment of an individual’s reproductive systems, hormones, chromosomes, and other physical characteristics.

Sexual Orientation

The direction of one's sexual interest or attraction. It is a personal characteristic that forms part of who you are. It covers the range of human sexuality from lesbian, gay, bisexual, and straight.

Trans

Individuals whose gender identity is different from the gender associated with their birth-assigned sex. Trans individuals may or may not undergo medically supportive treatments (e.g. hormone therapy, range of surgical procedures, etc.) to align their bodies with their internally felt gender identity.

Trans / Transgender

The umbrella term used to describe people with diverse gender identities and gender expressions that do not conform to stereotypical ideas girl/woman or boy/man in society. Trans can mean transcending beyond, existing between, or crossing over the gender spectrum. It includes but not limited to people who identify as transgender, transsexual, cross-dressers, genderqueer, gender non-conforming, or gender variant.

Transition

Trans people may pursue a number of activities to affirm their gender identity by changing their name, sex designation, dress, use of specific pronouns, and possibly medically supportive treatments or procedures (e.g. hormone therapy, sex-reassignment surgery, etc.). There is no checklist or average time for a transition process, and no universal goal or endpoint, as each individual will decide what meets their needs.

Transphobia

The negative attitudes, feelings, aversion to fear, hate, or intolerance of trans people and communities. Like other prejudices, it is based on stereotypes and misconceptions used to justify discrimination, harassment, and violence towards trans people, or those perceived to be trans.

Two-Spirit

The umbrella term and concept used by Indigenous People to describe from a cultural, language, and spiritual perspective within traditional societies individuals who are gay, lesbian, bisexual, trans, or intersex.

Gender Identity / Gender Expression Accommodation

Common gender identities are transgender, genderqueer, gender non-conforming, cisgender, two-spirit, intersex, or whose gender identity or expression are seen to be different from their birth-assigned sex. ’Trans’ is an umbrella term used to describe people with diverse gender identities and gender expressions that differ from stereotypical gender norms.

All employees have a right to be treated with respect and dignity, dress in accordance with, be identified by, and referred to as their self-identified or expressed gender.

Policies, procedures, and practices that promote gender conformity or fail to consider a diversity of gender identities and expressions may be discriminatory and breach the Exhibition Place Accommodation Policy. For example, forms that require employees to provide gender information but do not provide options beyond ’male’ and ‘female’, or dress codes that prescribe differing standards for men and women based on gender stereotypes reinforce gender conformity and fail to accommodate gender expression and gender identity.

Principles of Good Accommodation for Gender Identity and Gender Expression

Good accommodation for gender identity and gender expression is individualized, promotes integration, full participation, respects privacy, and is consistent with inclusive design whenever possible.

Exhibition Place provides individualized accommodation. For example, where some transgender employees may request Management communicate a particular message about the use of pronouns to their team in the workplace, other transgender employees may request the opportunity to communicate directly with their team about a change in pronoun.

Assessing Accommodation Requests

Exhibition Place protects confidentiality for employees who need accommodation for gender expression and/or gender identity. Information that either directly or indirectly identifies employees based on sex must be kept confidential by Exhibition Place.

Information relating to specific requests for accommodation must only be used to assess and implement accommodation options and solutions. Exhibition Place must comply with all privacy, confidentiality, and security requirements of the *Municipal Freedom of Information and Protection of Privacy Act.*

Exhibition Place provides, whenever possible, barrier-free inclusive design upfront. Please consult the Human Rights Office when assessing accommodation requests.

The examples below identify common accommodation requests based on gender expression and/or gender identity and provide tips in providing accommodation.

Conditions

Pronouns

The correct use of pronouns is an important component of accommodation based on gender expression and/or gender identity. If an employee requests the use of a particular pronoun as an accommodation, grant that accommodation, and use the correct pronoun. Do not refer to an employee by an incorrect pronoun once they establish what they prefer. If a mistake occurs, acknowledge it, and work to correct it. If there is uncertainty about the required pronoun, ask respectfully.

To increase inclusivity at events, consider including a space for employees to include their own preferred pronouns on name cards.

Name and Gender Title Changes

Legal name changes depending on the circumstances can take time to process. Contact your Human Resources Division for information about accommodations that can be done during this processing period. Upon request, use the new name, gender title (Ms., Mr., Mrs., etc.) for emails, phone directories, corporate identification, access cards, name plates etc. Documents that require a legal name match cannot be altered until legal documentation has been received and processed.

Transitioning Employee

Develop an Individualized Accommodation Plan for the employee which may include information about the use of a new name, correct pronoun, accommodation of any medical needs (time to attend appointments), how best to inform others in the workplace, and informational telephone numbers, or web page references.

Gender-Affirming Surgery

Employees have a right for accommodation for gender-affirming surgery if that is part of their transition. Employees who require leave for surgeries may be required to provide medical documentation to verify the need for leave which is consistent with the existing short term disability leave provisions. This information must be kept confidential by Exhibition Place.

Washroom Access

Employees have a right to use a washroom that corresponds to their expressed gender identity regardless of their birth-assigned sex. Gender identity is based on self-determination only, and does not require medical documentation, or any form of proof to establish gender identity. Self-identification is the only criterion required to determine which washroom individuals will use.

Employees and Management should not direct employees to a gendered washroom, but should instead inform these employees of the various washroom options available so they can decide which one to use. If employees raise concerns about transgender or gender

non-conforming use of a multi-stall washroom, kindly suggest to those who raise the concerns that they may use a single-stall washroom if one is available. When possible, create and/or offer an accessible gender-neutral washroom.

Locker Rooms/Change Facilities

Employees have a right to use a change facility that corresponds to their gender identity, regardless of their birth-assigned sex.

Consider how to balance privacy expectations of other users with legislated protections and the safety of a transgender person. Where appropriate, create and/or offer an accessible gender-neutral change facility. Although not ideal, offering a private space within a gender-specific change facility may be an appropriate accommodation option while awaiting the creation of gender neutral spaces.

Exhibition Place

Policy Name	Policy Type
Accommodation Policy	**Employee**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

Exhibition Place will provide inclusive, barrier-free employment, facilities, and services that are free from discrimination as required under the Exhibition Place Human Rights and Anti-Harassment/ Discrimination Policy (HRAP), the *Ontario Human Rights Code (Code)* and the *Accessibility for Ontarians with Disabilities Act (AODA).*

The goal of this policy is to foster an inclusive community and workplace. Exhibition Place will fulfill its duty to accommodate by promoting inclusive employment practices, use of facilities and services, and by exploring accommodation for persons and/or groups who request it based on the prohibited grounds in the *Code* and the HRAP.

Application

This policy applies to all employment policies, programs, practices, systems, communications, use of facilities, and provision of all Exhibition Place services.

Definitions

Accessibility

Means access refers to the absence of barriers that prevent individuals and/or groups from fully participating in all aspects of employment and service provision. The term is often linked to people with disabilities and their rights to access.

Barriers

With respect to discrimination, it includes attitudes and designs that prevent people from fully participating in employment, use of facilities, and service provision. Individuals and groups can experience discrimination as a result of physical (building design), attitudinal (stereotypes or prejudices), or systemic barriers. Systemic barriers are formal or informal policies, practices or rules which, when applied in the same way to everyone, may have the effect of excluding or restricting the participation of some individuals (e.g. a work schedule or community meeting that conflicts with religious observance requirements).

Duty to Accommodate

The obligation of an employer, facility, and service provider to take steps to eliminate the disadvantage caused by systemic, attitudinal, or physical barriers that exclude individuals or groups protected under the *Code* from participating in all aspects of employment, use of facilities, and service provision. There is a procedural obligation to explore all accommodation options, and a substantive obligation to implement an accommodation that is reasonable. Every accommodation request must be fully considered, and may be refused only if no *Code*-related need is substantiated or if undue hardship can be demonstrated.

Conditions

Exhibition Place will accommodate to the point of undue hardship, and commits itself to an accommodation process that respects the *Code* principles of dignity and privacy, inclusion and individualization.

Exhibition Place's commitment extends to all aspects of employment, use of facilities, and the provision of services. Employment activities include: recruitment, assessment and selection, orientation, working conditions, promotion, training, performance management, career development, workforce transition, leaves of absence, return to work and redeployment. It also includes the purchase and management of information technology and communication systems, development and management of information services, decisions relating to real estate/property and purchases of internal fittings (e.g. chairs, desks, lights, etc.), and to the organization of conferences, seminars and training. Accommodation of service recipients relates to all aspects of service delivery, including the provision of accessible and inclusive buildings, information, communications, systems, policy/program design and modifications.

Systemic Assessments

The proactive review of existing policies, rules, practices and procedures to identify and eliminate barriers to access and inclusion. Ensuring policies, standards and practices are barrier-free, and can minimize the need for individual assessments/accommodation.

Individual Assessment

Accommodation is assessed and delivered on an individual basis for persons who make their needs known. Each request must be considered individually in order to assess appropriate accommodation. Requests for accommodation must be dealt with in a timely manner so individuals can fully participate in all aspects of employment, use of facilities, and service provision, except where evidence does not support the need for accommodation or where undue hardship can be demonstrated.

Dignity and Privacy

Individuals must be accommodated in ways that respect their dignity and right to privacy. Information relating to specific requests for accommodation will be treated as confidential and will only be used for the purpose of assessing and implementing accommodation options and solutions. Exhibition Place will comply with all privacy, confidentiality and security requirements of the *Municipal Freedom of Information and Protection of Privacy Act (MFIPA).*

Inclusion

Ensures programs, policies, systems, facilities, services, etc. are designed and administered to foster the full integration of diverse individuals and groups protected under the *Code*.

Legal Obligations and Limits

Exploring accommodation is a legal obligation for all employers, facility and service providers under the *Code* and related jurisprudence; failure to explore requests for accommodation in good faith related to any of the *Code*'s prohibited grounds may constitute discrimination and a breach of the *Code*. Even where it is determined that accommodation

is not required, employers have a legal duty to fully explore every request for accommodation in good faith.

Employment Accommodation

- **Universal Accommodation** - A proactive process of identifying and eliminating barriers for everyone. This can be done through the initial design of and/or modifying facilities, policies, programs, procedures and practices, and ensuring that potential barriers are identified and removed. In some cases, new policies, programs, procedures and practices are required to eliminate barriers and achieve equitable outcomes.
- **Individual Accommodation** - An adaptation or adjustment that may be required to enable an employee to perform his or her essential job responsibilities effectively and/or a service recipient to participate in an Exhibition Place program. For employees, this may involve purchasing equipment, modifying some duties or hours of the job, reassignment of the employee, or providing additional supports such as sign language interpretation. For service delivery, this may involve modifying facilities and programs, ensuring program delivery does not conflict with religious requirements/sincerely held beliefs, the provision of communications in alternative formats, making attendant care available, etc.

Protected/Prohibited Grounds

Protections in the *Code*, that every person has the right to equal treatment on the basis of the following: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, receipt of public assistance, sexual orientation, age, record of offences, marital status, family status, or disability. Protections in the HRAP go beyond the *Code* and include: level of literacy, political affiliation, membership in a union or staff association.

Undue Hardship

Refers to the extent to which an employer, facility and/or service provider must attempt to accommodate the needs of an employee, job applicant and/or service recipient who has demonstrated that accommodation is required on grounds protected in the *Code*. This standard does not apply to additional grounds included in the Exhibition Place's HRAP. However, language or literacy issues may be included under the grounds of ancestry, ethnic origin or place of origin, and/or disability.

Bona fide accommodation requests require more than a minimal effort on the part of Exhibition Place. It must take all reasonable steps to determine if an employee, job applicant, and/or service recipient can be accommodated. However, there are limits on how much Exhibition Place is required to do. If Exhibition Place can show that further efforts to accommodate would create undue hardship for it, Exhibition Place has met its legal obligations.

The three factors under the *Code* that can be considered in determining undue hardship are:

a) cost of the accommodation (i.e. whether or not the cost threatens the viability of Exhibition Place);
b) outside sources of funding, if any (i.e. whether Exhibition Place can access special funding, such as grants to alleviate some of the direct costs of the accommodation); and
c) health and safety requirements, if any.

Responsibilities

Department Head or Designate

- Providing accessible, inclusive, barrier-free employment (programs, policies, procedures, systems, and practices), facilities and services that are compliant with the *Code* and *AODA* requirements.

Management

- Managing the accommodation process by individually assessing requests in good faith, considering all options, resolving disagreements, and documenting, monitoring and evaluating employment, service, and facility accommodation solutions.
- Providing accommodation guidance related to collective agreements and working with the Exhibition Place Board's unions to address collective agreement barriers.
- Consulting Human Resources before denying an accommodation request.

Employees, Job Applicants, and Service Recipients

- Identifying needs and initiating requests for accommodation.
- Providing evidence to support accommodation needs and to support the assessment of accommodation options/solutions.
- Participating in good faith, in the assessment and implementation of accommodation solutions.

Human Resources

- Providing advice to support management in the assessment and implementation of accommodation.
- Ensuring accommodation is incorporated into human resources policies, processes, practices, etc. (e.g. Strategic Recruitment).

Implementation

For more details on requesting and assessing accommodation requests contact Human Resources.

Exhibition Place

Policy Name	Policy Type
Acting Assignments Policy	**Employee**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

Exhibition Place ensures that procedures governing the selection and assignment of employees to temporarily perform the duties of a position are corporately consistent and cost effective.

In the situation where an Acting Assignment is expected to last for several months and an employee development opportunity also exists, the goal is to balance operational considerations with employee development needs and employment equity practices.

Application

This policy applies to non-union Permanent and Full-Time Renewable Contract employees.

Definitions

Acting Assignment

The temporary assignment of an employee to perform the duties of another position on a continuous basis for a period of time generally not to exceed one year during which time the employee receives the applicable salary for the position.

Cover off Assignment

The assignment of an employee to perform some of the duties of another position while at the same time continuing to perform their normal job responsibilities. Cover-off assignments do not involve changes in an employee's current rate of pay.

Full-Time Renewable Contract Employee

An employee hired to work full-time hours in a position that is not part of the permanent staff complement for Exhibition Place.

Performance Financial Reward

Any annual pay increase during an Acting Assignment is determined in accordance with the Annual Performance Review Policy.

Permanent Employee

An employee hired for a full-time permanent position within the approved permanent staff complement for Exhibition Place.

Conditions

Any Acting Assignment is to be authorized at the discretion of the CEO in accordance with the terms of this policy. No further authorization is necessary; however, funding must be available and the authority will need to be tracked for administrative and audit purposes.

In selecting employees for Acting Assignments, managers are encouraged to consider their employees' developmental needs and the degree to which the assignment opportunity can assist the department to further its employee development and any department employment

equity objectives and plans (if applicable). Such consideration may result in more than one person being selected for the assignment and a rotation arrangement being implemented.

Acting Assignments of up to six (6) months in duration may be filled through posting only within Exhibition Place and/or direct employee placement.

Acting Assignments of more than six (6) months and less than one year in duration must be filled through a job posting either within Exhibition Place and/or externally. If however the urgency of the operational need does not allow time for a competitive process, the assignment may be filled through a direct placement.

Acting Assignments of more than one (1) year in duration must be filled through a competitive process. It is recommended that consideration is given to an external job posting.

If an Acting Assignment subsequently becomes permanent, Human Resources must post the position corporately if it was filled through a direct placement. If the temporary assignment was filled through an internal/external job posting, the employee may permanently be placed in the previously acting position without further competitive process.

Salary

If the Acting Assignment is at a higher pay grade, the employee is paid at the minimum salary of the Acting Assignment or 10% above the employee's current salary, whichever is greater, up to the maximum salary of the acting position.

Benefits

Health and Dental benefits, Group Life Insurance, and Long Term Disability are calculated at an employee's base position salary.

Overtime

Any overtime worked in the Acting Assignment is compensated under the provisions of the Lieu Time/Overtime Policy as it applies to their acting position.

Holidays

Employees who are on Acting Assignments for three (3) continuous months or more are paid for a Public/Employer Designated Holiday and Float Days at the compensation rate of their acting positions.

Implementation

1. Usage

Acting Assignments may become necessary when:

- A permanent employee is on a temporary assignment.
- An employee is absent from their position for an extended period of time owing to pregnancy or parental leave or any long term leave, LTD (Long Term Disability), WSI (Workers Safety Insurance) or other circumstances. When replacing an employee on leave, a long-term Acting Assignment typically occurs for up to two (2) years.
- A new temporarily funded position becomes available.

In addition, it may be appropriate for an Acting Assignment to be made to a vacant permanent position in preference to normal recruitment procedure, particularly if there is doubt as to the continuing need for the position but immediate coverage is essential.

2. Conditions

For an Acting Assignment to be made to a position where the incumbent is temporarily absent, the following conditions apply:

- There is an essential need for the incumbent to be replaced during their absence and the department has the funding to proceed with the assignment.
- The duration of the vacancy is known to be, or is expected to be, for a period generally not to exceed two (2) years.

3. Application

Where the above conditions are met, departments may implement Acting Assignments through Human Resources. If selection is made through an external process, Human Resources will submit the paperwork. In all cases when a candidate has been selected to fill an Acting Assignment, the Department/Division Head, or designate, and the CEO must approve the arrangement.

The Employment of Relatives Policy will also apply to the Acting Assignment policy, which states that relatives are not permitted to work together if this places them in a supervisory relationship to each other. A supervisory relationship exists when one employee has direct or indirect (i.e. one-level removed) authority over another employee through decisions, recommendations, judgment, or influence.

Cover-off Assignments arise when an employee is required to provide relief coverage for another employee in addition to their own responsibilities. This can be a result of vacation, illness, or other brief absence from the workplace. Cover-off assignments are not considered Acting Assignments. If a cover-off assignment cannot be implemented for operational reasons without requiring an employee to perform the majority of the duties of another position of a higher pay grade, the arrangement may need to be redesigned. Alternatively, it may be implemented in accordance with the provisions of an Acting Assignment as detailed in this policy.

Exhibition Place

Policy Name	Policy Type
Alcohol and Substance Abuse Policy	**Employee**
Original Date	**Revision Date**
January 1, 2018	**December 8, 2020**

Policy Statement

Exhibition Place ensures the health, safety, and well-being of its employees and the public to whom it provides services. Exhibition Place and its employees are committed to taking a position of leadership in respect of alcohol, substances abuse, illegal drug use, misuse of prescribed, and over the counter medication in the workplace and in the community at large.

Exhibition Place employees shall no consume alcohol, be in the possession of unsealed alcoholic beverage containers, be in possession of illegal drugs, and use illegal drugs while on Exhibition Place grounds or in one of the company vehicles.

Application

This policy applies to all employees.

Definitions

N/A

Conditions

No employee of Exhibition Place shall report to work in a condition unfit for duty or become unfit for duty over the course of their workday, as a direct or indirect result of alcohol, substance abuse, illegal drug use, misuse of prescribed or over the counter medication.

Implementation

If there is any reason to believe an employee's job performance is being negatively affected by alcohol, substance abuse, illegal drug use, misuse of prescribed or over the counter medications, or that this policy is being breached in any way, Exhibition Place Management is required to inquire as to the nature of the problem, and to take appropriate remedial action.

Exhibition Place is committed to rehabilitative efforts in resolving the problems associated with alcohol, substance abuse, illegal drug use, misuse of prescribed or over the counter medications, with due regard to the requirements of the *Ontario Human Rights Code.* While Exhibition Place will act with due diligence depending upon individual circumstances, employees must be aware that discipline, up to and including dismissal is a possibility if this policy is breached.

Confidential assessment, counselling, referral, and follow-up service will be available to employees either through the Employee Assistance Program, or under the provisions as provided within the collective agreements. Employees who have problems related to alcohol, substance abuse, illegal drug use, misuse of prescribed or over the counter medications are encouraged to use such services.

Exhibition Place is committed to prevention of abuse of alcohol, substance abuse, illegal drug use, misuse of prescribed or over the counter medications. Accordingly, it will continue to make available educational materials, and will encourage employees to seek appropriate assistance for any related problem.

Exhibition Place

Policy Name	Policy Type
Annual Performance Review Guidelines	**Employee**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Guideline Statement

The purpose of these Guidelines is to provide details related to the implementation of the Performance Management Plan with respect to the Annual Performance Review Policy. The general principles of the Guidelines are as follows:

- The level of the Cost of Living Allowance (COLA), Performance Financial Reward and Re-earnable Performance Reward is conditional upon and subject to approval of the Exhibition Place Board. The percentage of COLA is based on the recommendation made by the City Manager's office, and subject to the approval of City Council. In addition to COLA, staff will be able to earn pay for performance provided they meet the performance criteria approved by Exhibition Place Board.
- Salary minimum and maximum ranges are adjusted on an annualized basis subject to COLA as approved by the Exhibition Place Board. Regardless of the adjustment to the Salary ranges, COLA is only paid to an employee if the employee received a performance review level 2, 3, or 4. COLA is not paid to an employee who receives a performance review level 1. If the employees' salary is above the maximum of the Pay Grade Job Rate, then the employee will not be eligible for full COLA or Performance Financial Rewards until the employees' salary aligns with the maximum of the Pay Grade Job Rate.

Performance Review Levels		%
1	Does not meet most expectations/objectives	0
2	Meets most but not all expectations/objectives/developmental	1
3	Meets all expectations/objectives	2.5
4	Consistently exceeds all expectations/objectives	4.5

- Progression through the salary range is determined by the employee's performance level, which then determines the Performance Financial Reward. A Re-earnable Performance Reward applies to employees who are at the top of their pay grade or above, and match the Performance Financial Reward.
- A common anniversary date for performance reviews applies to all non-union employees.

Application

These Guidelines apply to non-union employees who are Permanent Employees or Full-Time Renewal Contract Employees, who have received a performance review, are still working at Exhibition Place when adjustments are paid out, and following annual approval of the Exhibition Place Board.

Term Contract Employees or As Needed Contract Employees will only be eligible to participate in the Performance Management Plan as part of the Annual Performance Review Policy if, the employee worked in excess of one year prior to the review period, have a performance review, are still working at Exhibition Place when adjustments are paid out, and following annual approval of the Exhibition Place Board.

Definitions

Anniversary Date

A common anniversary date for performance reviews applies to all non-union employees. For performance review purposes, it refers to the common anniversary date of January 1st where the review period is from January 1st to December 31st. When an employee moves to a new position or starts employment within the calendar year, the review period will commence from the start date in the new position, and the review end date is December 31st.

As Needed Contract Employee

An employee hired to work on an as needed basis determined by the operational needs of Exhibition Place, and who will not be scheduled to work more than 675 hours per annum, or earn more than 35% of the annual yearly maximum pensionable earnings amount as set out by Canada Revenue Agency (CRA) on an annual basis.

Cost of Living Allowance (COLA)

A pay increase based primarily on cost of living adjustment. The COLA is applied to the salary ranges and the employee's salary, provided the employee received a performance review level 2, 3, or 4. This increase is conditional upon and subject to approval of the Exhibition Place Board.

Full-Time Renewable Contract Employee

An employee hired to work full-time hours in a position that is not part of the permanent staff complement for Exhibition Place.

Performance Financial Reward

A pay increase based on the employee's performance review level. This increase is added to the employee's current salary up to the maximum salary of the range. This increase is conditional upon and subject to approval of the Exhibition Place Board.

Performance Review Period

The period from January 1st to December 31st each year.

Permanent Employee

An employee hired for a full-time permanent position within the approved permanent staff complement for Exhibition Place.

Prorating

The adjustment of a salary increase is based on the length of time an employee has worked in a position, when that time is less than twelve (12) months. Prorating is based on full weeks worked in the calendar year.

Re-earnable Performance Rewards

An annual lump sum payment when an employee is at the top of or above the pay grade range for the year of the review period, and cannot exceed the maximum Performance Financial Reward percentage (i.e. 4.5%, 2.5% or 1%). It must be re-earned each year based on performance, and is not added to the employee's current base salary. This increase is conditional upon and subject to approval of the Exhibition Place Board.

Term Contract Employee

An employee hired to work full-time hours for a specified fixed term.

Conditions

Following annual approval of the COLA, Performance Financial Reward and Re-earnable Performance Reward by the Exhibition Place Board, all eligible non-union employees will receive:

- Pay rewards based on their performance for the previous year
- Prorated pay rewards based on performance for the portion of the previous year actually worked

Performance reviews for the work performed in the previous year are to be completed and submitted to the employee's manager for review and consideration. Deadlines are provided each year, normally in February/March. One-on-one review meetings with staff are to be completed once the Department/Division Head or designate have reviewed and authorized the Performance Review Level allocations.

COLA, Performance Financial Reward and Re-earnable Performance Reward are given to employees and retroactive to January 1st of the current calendar year. The Performance Financial Reward will be calculated based on the previous year's base salary range.

The COLA is applied automatically to the salary ranges. The COLA is only applied to an employee's salary if the employee receives a performance review level of 2, 3, or 4, and if the employee's salary is within the salary range.

If the employee is paid above the maximum of the salary range, the employee will be eligible for a portion of the approved COLA providing the employee current pay is no greater than the approved percentage COLA increase.

Implementation

The table listed below shows how the COLA is added to the employees' salary (if applicable), Performance Financial Reward and the Re-earnable Performance Reward are applied in differing scenarios.

Scenario	Salary Status as of December 31st	COLA	Performance Pay Increase	% Performance Financial Reward added to Base Salary	Re-earnable Performance Reward Paid as Lump-Sum and to be Re-Earned
Consistently exceeds expectations and objectives - 4.5%	Up to 4.5% below max of current range	Yes	4.5%	Up to 4.5%	0%
	Top of current range	Yes	4.5%	0%	4.5%
	Above current range	Partial / None	4.5%	0%	4.5%
Meets all expectations and objectives - 2.5%	Up to 2.5% below max of current range	Yes	2.5%	Up to 2.5%	0%
	Top of current range	Yes	2.5%	0%	2.5%
	Above current range	Partial / None	2.5%	0%	2.5%
Meets most but not all expectations, objectives, developmental -1%	Up to 1% below max of current range	Yes	1%	Up to 1%	0%
	Top of current range	Yes	1%	0%	1%
	Above current range	Partial / None	1%	0%	1%
Does not meet most expectations and objectives - 0%		No	0%	0%	0%

Employees on Leave

Pregnancy/Parental, Family Medical Care, Family Care Giver, Critically Ill Child Care, Crime Related Death or Disappearance Leaves, Workplace Safety & Insurance and Short Term Disability

- Apply the full COLA and prorate the Performance Financial Reward and the Re-earnable Performance Reward (if applicable).

- The employee's Performance Financial Reward and Re-earnable Financial Reward is prorated for the time worked, provided the employee was at work for at least 30 calendar days during the review period.
- The Department/Division Head or designate conducts a closing review before the start of the pregnancy and/or parental leave and following approval by the Exhibition Place Board, the Performance Financial Reward and/or Re-earnable Performance Reward will be prorated, and the appropriate COLA and top-up payment (if applicable) can be processed retroactive to January 1st.
- For employees on sick leave a performance review is completed upon their return and the Performance Financial Reward is prorated for time worked.

Long-term Disability Leave (LTD)

- Employees who were on LTD leave for all of the year being reviewed will receive no COLA, Performance Financial Reward or Re-earnable Performance Reward while on LTD leave. When the employee returns, they will receive any missed COLA increases.
- Following approval by the Exhibition Place Board of the annual Performance Management Plan and at the time when performance reviews are being completed, when an employee has worked all or part of the Performance Review Period but is on LTD, the employee's manager will send a completed performance review without the employee's signature to Human Resources for that part of the Performance Review Period worked. On the basis of the performance review, Payroll will issue a retroactive payment for any prorated increases up to the employee's LTD start date. Human Resources will determine the impact on the employee's LTD benefit rate and inform the insurance provider of the employee's new salary, if applicable.

Absences without Pay / Leaves without Pay

- Employee receive no COLA, Performance Financial Reward, and Re-earnable Performance Reward while on leave without pay. When the employee returns, depending on the performance review for the Performance Review Period, the employee may receive COLA and a prorated Performance Financial Reward or Re-earnable Performance Reward for the time worked prior to his/her leave without pay.
- If an employee was absent for the entire Performance Review Period, Human Resources will notify Payroll of the employee's return and any missed COLA increases for the previous review period(s) that the employee was on leave. The increase will take effect as of the employee's return date.

Acting Assignments and Promotions

- When an employee moves to a new position, whether a permanent Promotion or an Acting Assignment, the current manager conducts a closing performance review when the employee leaves their position, and a copy will be forwarded to Human Resources.
- For employees who are promoted to the job where they have been in an acting capacity, the review start date will be the start date of the initial Acting Assignment to

which the employee has now been promoted and the review end date is December 31st.

- For employees promoted to a new job, promotions create a new base position and a new review start date but the review end date of December 31st remains unchanged.
- If the employee has been in the new position, whether Acting Assignment or promotion, for more than thirty (30) calendar days during the Performance Review Period, another performance review is conducted by the current manager and provided to the employee.
- A prorating of the COLA, Performance Financial Reward, and Re-earnable Performance Reward is required based on performance taking effect from January 1st of the Performance Review Period as applied to the number of weeks an employee worked in their former position and the number of weeks the employee worked in the new position.
- For Promotion or Acting Assignment the employee is paid at the minimum salary of the new position's salary grade or 10% above the employee's current salary, whichever is greater, up to the maximum salary of the Promotion or Acting Assignment.
- If an employee is in the same Acting Assignment for the full calendar year and it carries over to the following year, the COLA and Performance Financial Reward applicable to the Acting Assignment is applied up to the maximum salary of the Acting Assignment.
- In the event the employee returns to their base salary, further adjustments may be made.

Bonus Plan for Sales Staff

- Depending on an employee's performance, the Bonus Plan applies to Sales Staff in the Sales & Marketing Division to the maximum levels stated below.

Position	Maximum Bonus Payable
Director	25% of salary
Sales Staff	15% of salary

- Bonuses are only available to Sales Staff who have received a performance review, are still working when all payroll adjustments are paid out by Exhibition Place, and following approval of the Exhibition Place Board.
- Depending on performance, the employee is eligible for COLA and a Performance Financial Reward; however is not eligible for a Re-earnable Performance Reward, and instead is eligible for payment under the Bonus Plan.
- If payment of the COLA and Performance Financial Reward has caused the employee salary to be in excess of the Maximum for the Pay Grade Job Rate, the salary will be frozen and the employee will not be eligible for any COLA or Performance Financial Reward until the salary aligns with the maximum of the appropriate Pay Grade. However, the employee will continue to be eligible to receive an annual payment under the Bonus Plan based on performance while the salary remains above the maximum of the Job Rate.

Exhibition Place

Policy Name	Policy Type
Annual Performance Review Policy	**Employee**
Original Date	**Revision Date**
June 1, 2018	**December 8, 2020**

Policy Statement

Exhibition Place builds a strong, diverse, productive, and engaged workforce, and as an employer provides employees with opportunities to grow and develop full careers and contribute through their daily work in serving Exhibition Place. A key part is to ensure that all employees have a clear understanding of what is required of them, the skills and abilities needed to meet those requirements, and how their contribution will be rewarded.

Application

All eligible non-union employees will participate in the annual performance review program.

Definitions

Anniversary Date

For performance review purposes, it refers to a common anniversary date of January 1st, where the review period is from January 1st to December 31st. When an employee moves to a new position or starts employment within the calendar year, the review start date changes/starts within the year but still ends on December 31st.

As Needed Contract Employee

An employee hired to work on an as needed basis determined by the operational needs of Exhibition Place, and who will not be scheduled to work more than 675 hours per annum or earn more than 35% of the annual yearly maximum pension amount as set out by CRA.

Cost of Living Allowance (COLA)

A pay increase based primarily on cost of living adjustment. The COLA is applied to the salary ranges and the employee's salary, provided the employee received a performance review level of 2, 3, or 4. This increase is conditional upon and subject to approval of the Exhibition Place Board.

Full-Time Renewable Contract Employee

An employee hired to work full-time hours in a position that is not part of the permanent staff complement for Exhibition Place.

Performance Financial Reward

A pay increase based on the employee's performance review level. This increase is added to the employee's current salary up to the maximum salary of the range. This increase is conditional upon and subject to approval of the Exhibition Place Board.

Performance Review Period

The period from January 1st to December 31st each year.

Permanent Employee

An employee hired for a full-time permanent position within the approved permanent staff complement for Exhibition Place.

Prorating

The adjustment of a salary increase (COLA, Performance Financial Reward and Re-earnable Performance Reward) based on the length of time an employee has worked in a position when that time is less than twelve (12) months. Prorating is based on full weeks worked in the calendar year.

Re-earnable Performance Rewards

An annual lump sum payment that an employee at the top of or above the pay grade range for the year of the review period is eligible to receive that cannot exceed the maximum Performance Financial Reward percentage (i.e. 4.5%, 2.5% or 1%). It must be re-earned each year based on performance, and is not added to the employee's current salary. This increase is conditional upon and subject to the approval of the Exhibition Place Board.

Term Contract Employee

An employee hired to work full-time hours for a specified fixed term.

Conditions

All employees are to receive a performance review at the beginning of the calendar year.

Implementation

Department/Division Head or designate is responsible for achieving results through the leadership of their staff. It includes developing a clear understanding of the employee's role and responsibilities in the organization, establishing agreed upon and measureable outcomes or expectations related to the responsibilities, providing ongoing feedback, and support and coaching to the employee in achieving expectations and encouraging enhanced performance in terms of staff development.

The employee performance review consists of two parts.

- Annual staff initiatives linked to the Exhibition Place Board's Strategic Plan, organizational perspectives, objectives, and values included in the Plan.
- Annual professional development competencies that encourage enhanced employee performance.

Performance Review Levels

Achievement of staff initiatives and the professional development / competencies are determined by the 'Performance Review Level' that best reflects the employee's efforts and contributions.

Performance Review Levels		%
1	Does not meet most expectations/objectives	0
2	Meets most but not all expectations/objectives/developmental	1
3	Meets all expectations/objectives	2.5
4	Consistently exceeds all expectations/objectives	4.5

Guidelines

For further details, refer to the Annual Performance Review Guidelines.

Exhibition Place

Policy Name	Policy Type
Attendance Management Policy	**Employee**
Original Date	**Revision Date**
June 1, 2018	**December 8, 2020**

Policy Statement

Exhibition Place is obligated to ensure that employees perform with regularity the functions for which they were hired, and to manage employee absenteeism in a fair and consistent manner with the following objectives:

- To maximize service delivery; and
- To assist employees in minimizing absences from work by making every reasonable effort to provide accommodation, assistance, and rehabilitation.

To make this program effective, Exhibition Place will:

- Promote a healthy workplace; and
- Provide guidance and training to management staff who are responsible for dealing with attendance issues.

Application

This policy applies to all employees.

Applicable Legislation

Both the *Ontario Human Rights Code (OHRC)* and *Workplace Safety & Insurance Act (WSIA)* have applicability to *attendance* management. Both statutes address the inter-related issues of absenteeism, disability, and accommodation. The OHRC defines handicap as "...any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect, or illness..." However, not all absences due to illness or sickness fall within the definition of handicap. For example, it is generally held that 'illness' in the context of the *Code* does not apply to illnesses of a temporary nature, such as colds or the flu. The *Code*'s definition of handicap also includes an illness or disability for which benefits are claimed or received under the *WSIA. Section 41 of* WSIA defines re-employment obligations that apply to injured workers.

Definitions

Approved Leave

Approved leaves include vacation, bereavement, jury/witness service, pregnancy, parental leave, emergency, and other such leaves as management may determine and/or enact through applicable legislation.

Culpable or Blameworthy

Absence from work due to factors within the employee's control. Factors include failure to notify, absences without leave or permission, abuse of leave, and may be grounds for discipline, up to and including termination.

Innocent or Non-Culpable

Absence from work due to illness, ill dependent, or non-occupational injury.

Conditions

Exhibition Place will determine the average number of occasions of absence (day/shift or part thereof) for the organization. These will be the initial standards used for attendance review.

Employees whose attendance pattern shows that their total absences were greater than the standard for the organization, will have their attendance reviewed.

Implementation

It is the responsibility of the Department/Division Heads or designates to ensure the consistent application of this policy. In conducting an attendance review, it should first be determined whether the absence(s) are defined as approved leave, culpable or blameworthy, or innocent or non-culpable, and the applicability of disciplinary and non-disciplinary measures.

When an employee fails to comply with reporting or timekeeping rules, their manager will meet with the employee to determine the reasons.

When the Department/Division Head or designate determines there was a satisfactory reason for the failure to comply, the behaviour is deemed non-culpable.

When the Department/Division Head or designate determines that the reasons are unsatisfactory, the behaviour is deemed culpable, the Department/Division Head or designate will deal with the situation as a disciplinary matter.

The immediate manager is responsible for attendance management through accurate record maintenance and regular monitoring. Responsibilities include:

- Regular communication with employee
- Maintenance of records

Management is responsible for determining the standards used for attendance review and the ongoing consistent application of this policy.

Further issues are to be referred to Human Resources.

Exhibition Place

Policy Name	Policy Type
Benefit Program and Eligibility Policy	**Employee**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

Exhibition Place offers an extensive employee benefit program that is designed to help with a wide range of expenses not covered by OHIP.

Application

This policy applies to Permanent Employees, Full-Time Renewable Contract Employees, and Full-Time Non-Union Hourly Employees.

Definitions

Full-Time Non-Union Hourly Employee

An hourly employee hired for a full time hourly position within the approved permanent staff complement for Exhibition Place.

Full-Time Renewable Contract Employee

An employee hired to work full-time hours in a position that is not part of the permanent staff complement for Exhibition Place.

Permanent Employee

An employee hired for a full-time permanent position within the approved permanent staff complement for Exhibition Place.

Conditions

The full benefit program as amended from time to time includes the following employer premium paid plans:

- Extended Health Care
- Dental
- Accidental Death & Dismemberment (AD&D)
- Short-Term Disability (STD)
- Long-Term Disability (LTD)
- Life Insurance

For more information on the sick leave benefit refer to the STD Policy.

In addition, employees may elect to participate in the following self-funded plan:

- Optional Life for employee
- Spousal / Child Optional Life Insurance

For specific details about coverage entitlements, please refer to the benefit booklet or contact Human Resources.

Additional Programs

Employee Assistance Program (EAP)

Exhibition Place offer a voluntary confidential program with experienced professional counsellors for staff and their immediate family member(s) (spouse, partner, and children) at no cost. Any information about an employee's contact with the Agency will be held in confidence and not shared or released without the written consent of the employee.

Staff can call when they need professional assistance for personal, family, or work related concerns. Service is available twenty-four (24) hours a day seven (7) days a week by phone 1-888-409-4499 (toll free during business hours) or 1-800-668-9920 (toll free after business hours).

Beacon Program

This program is offered to staff and their dependents, age sixteen (16) and over through the benefits provider. For more information eligible staff can contact Green Shield Canada.

Implementation

Permanent Employees are eligible to participate in Exhibition Place's full benefit program. Coverage is effective immediately upon commencement of employment, and all premiums are 100% paid for by Exhibition Place.

Full-Time Renewable Contract Employees are eligible to participate in Exhibition Place's full benefit program. Coverage is effective 6 months after commencement of employment and all premiums are 100% paid for by Exhibition Place.

Full-Time Non-Union Hourly Employees are eligible to participate in Exhibition Place's full benefit program. Coverage is effective six (6) months after commencement of employment and all premiums are 100% paid for by Exhibition Place.

An authorized Leave 'Without Pay' does not obligate Exhibition Place to any costs including benefit costs. The employee has the option of discontinuing benefits or maintaining all benefits coverage at their expense. A request for coverage must be completed prior to commencement of the leave, and the employee must pay the benefit premiums before the leave begins.

The purposes of legislated leaves and their lengths vary as do the benefit coverage. An employee should contact Human Resources for clarification of any benefits coverage during legislated leaves.

Termination of benefit coverage will cease on the last day of employment, unless otherwise stipulated. For further clarification refer to the Leave Without Pay Policy.

Exhibition Place

Policy Name	Policy Type
Bereavement Policy	**Employee**
Original Date	Revision Date
January 1, 2017	**December 8, 2020**

Policy Statement

Exhibition Place provides employees with a paid leave of absence when there is a death of a family member.

Application

This policy applies to Permanent Employees, Full-Time Renewable Contract Employees, and Full-Time Non-Union Hourly Employees.

Definitions

Day

A day is defined as 7 hours for employees working 35 hour work week; 7.5 hours for employees working a 37.5 hour work week; 8 hours for employees working a 40 hour work week; and 1.5 days for the employees working twelve 12 hour shifts.

Full-Time Non-Union Hourly Employee

An hourly employee hired for a full time hourly position within the approved permanent staff complement for Exhibition Place.

Full-Time Renewable Contract Employee

An employee hired to work full-time hours in a position that is not part of the permanent staff complement for Exhibition Place.

Permanent Employee

An employee hired for a full-time permanent position within the approved permanent staff complement for Exhibition Place.

Spouse

The employee's married, common-law, or same-sex partner.

Conditions

Exhibition Place provides employees with a paid leave of absence upon the death and funeral of any of the following family members:

- spouse
- brother, brother-in-law
- children, step-children, daughter-in-law, son-in-law
- grandchild
- grandparent, grandparent of spouse
- parents, step-parents, mother-in-law, father-in-law
- sister, sister-in-law

The number of paid leave of absence days allocated is dependent on the definition of the employee shift. Employees working 7, 7.5, and 8 hour shifts will be credited with four (4) bereavement days, and employees working 12 hour shifts will be credited with 2.67 bereavement days.

Implementation

Employees must inform their Department/Division Head or designate in writing, of the death, and the dates of bereavement leave. Under normal circumstances, bereavement leave must be taken between the day of the death and seven (7) calendar days following the funeral.

If the death of a family member occurs during an employee's vacation, the employee will be granted bereavement leave with pay, and the vacation credits will be restored. Employees must advise their Department/Division Head or designate in writing, and submit reasonable proof to Human Resources in order to receive approval for the postponement of the vacation and/or restoration of vacation credits.

If a subsequent death occurs for an employee during the same calendar year, Human Resources will replenish four (4) additional bereavement leave credits in the ADP Time and Attendance Program for the employee.

Exhibition Place

Policy Name	Policy Type
Business / Membership / Travel and Reimbursement Policy	**Employee**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

Exhibition Place will reimburse expenses which are exclusively incurred in connection with its business. This policy promotes the Exhibition Place Board's objective of being consistent, fair, and reasonable, while encouraging responsible behaviour and strengthening transparency and accountability. It establishes the rules and requirements with respect to attendance at conferences/seminars, business trips, parking fees, and meterage claims for use of personal automobiles, meal allowances, business meetings, professional memberships, and corporate credit cards. It outlines the type of expenses which will be reimbursed and explains roles and responsibilities of claimants and approvers.

Application

This policy applies to Permanent Employees, Full-Time Renewable Contract Employees, and Full-Time Non-Union Hourly Employees.

Definitions

Business Travel

To explore opportunities, establish contacts, and observe other exhibition industry events (in-town or abroad) to bring new events, meetings, and trade shows to Exhibition Place which will provide positive outcomes.

Conference

An event sponsored by a professional or trade association involving a series of presentations or discussions related to the purposes and goals of the association or the goals and interests of Exhibition Place.

Full-Time Non-Union Hourly Employee

An hourly employee hired for a full time hourly position within the approved permanent staff complement for Exhibition Place.

Full-Time Renewable Contract Employee

An employee hired to work full-time hours in a position that is not part of the permanent staff complement for Exhibition Place.

Original Itemized Receipt

Original itemized sales receipt or invoice indicating the amount spent, the nature of the expenditure, and the recipient of the payment. A credit card slip with the payment value only does not quality as an original itemized receipt and will not be accepted. When the original itemized receipt is lost or it does not contain the itemized description, the employee is required to make the effort to contact the vendor for a copy or duplicate of the original receipt/invoice or a vendor confirmation.

Permanent Employee

An employee hired for a full-time permanent position within the approved permanent staff complement for Exhibition Place.

Professional Membership/Association Fees

A membership to an organization and/or association seeking to further a particular profession, and pursue the interests of individuals engaged in that profession and the public interest. In certain instances, the members belonging to the organization and/or association are required to pay fees to maintain membership or designation status.

Professional Publications

Magazines, newspapers, or other periodicals that pertain specifically to Exhibition Place business or an employee's professional status or designation.

Request for Authorization Form

The Request for Authorization Form is to be completed and approved by Department/Division Head or designate and the CEO prior to attending any Conference, Seminar, Training, and Business Travel and incurring any expenditures.

Seminar

Compact program of not more than five (5) working days, that is educational in nature but not necessarily offered through an approved academic institution or professional body, and is for an individual's professional development.

Conditions

Exhibition Place's Financial By-law provides that the CEO shall authorize the reimbursement of expenses, including travel, meal and entertainment expenses, incurred by employees carrying out the business of Exhibition Place, provided that such expenses were incurred in accordance with the policy.

The corporate objective is to be consistent, fair, and reasonable while encouraging responsible behaviour and strengthening internal controls, transparency, and accountability.

Expenses of a personal nature or not in compliance with this policy and will not be reimbursed. These non-reimbursable expenses include, but are not limited to, expenses for traffic and parking violations, family members and/or friends, and alcoholic beverages unless approved in the business policy as set out in Section 4 below.

Implementation

1. Approvals for Travel Expenses for Business / Conferences / Seminars

All travel expenses for employees must be approved in advance, before expenses are incurred, as follows:

a. The overall annual limit for in-town and out-of-town conferences and seminars including travel is $3,500 per employee (before the application of HST) to be expended on business travel with the exception of Department Heads.

b. Business travel for amounts of up to $3,500 (per trip and before the application of HST) must be approved by the Department/Division Head or designate with final

authorization by the CEO. If the travel amount is greater than $3,500 it requires approval of the Exhibition Place Board.

c. Business travel for the CEO for amounts of up to $3,500 (per trip and before the application of HST) must be approved by the Chair or the Exhibition Place Board, or in the Chair's absence, the Vice-Chair. If the travel amount is greater than $3,500 it requires approval of the Exhibition Place Board.

d. A proposed travel summary for the Sales & Marketing team including estimated expenses for the calendar year must be submitted to the first meeting of the Exhibition Place Board within the Management Report summarizing travel associated with the sales and marketing functions at Exhibition Place. Any travel not specified in this initial summary, must be reported to the meeting of the Exhibition Place Board in advance of the travel.

e. In special cases, the annual expenditure limit may be exceeded by an employee for attending meetings of organizations to provide their expertise or conduct business, and in cases where it is necessary to view or examine specific equipment or operations applicable to business operations, provided that funds are available and the expenditure is approved and in accordance with the policy. Department/Division Head or designates are responsible for maintaining a record of their employee travel limits.

f. Written approval is required at least ten (10) business days in advance of attendance at conferences, corporate events, professional development training, seminars, or business travel.

2. Expenses Eligible for Reimbursement

a. All approved travel expenses may be paid directly by the employee and reported on an expense report, or charged to one of the corporate credit cards held and managed by the CEO or the Chief Financial Officer & Corporate Secretary. Original receipts must be attached when available. No expenses may be charged directly to an account of Exhibition Place. Travel advances are available for authorized travel one week prior to the start of the trip. All expense accounts must be submitted within 10 days of the travel being completed and approved by the Department/Division Head or designate.

b. Unspent advances must be remitted to the Finance Department within ten (10) days of return from the event on an expense report.

c. When attending an out-of-town conference, seminar, or business events Travel expenses will be allowed at the lower of the rate of Economy Air/Train Fare; or for meterage at the rate per kilometre established by the City and/or Exhibition Place, providing this cost does not exceed the cost of equivalent Economy Air/Train Fare.

d. For air/train fares, the lower of three quotes must be chosen at the time of booking. If an alternative means of transportation (e.g. bus or rented automobile) is used, then the reimbursement shall be limited to the lower of the actual cost and the economy class air/train fare rate. The original ticket receipts are required to support the claim.

e. If the employee uses their own personal vehicle, then the appropriate kilometrage can be claimed up to the amount of the economy air/train fare. The rate per kilometre claimed shall be the rate for meterage per kilometre established by the City or Exhibition Place. Where a personal auto is used to attend a conference, seminar, or business trip, and an overnight stay is required, the meterage claims shall be included in the Request for Authorization Form as part of the overall request for reimbursement for the event.

f. Seat selection expenses related to air/train travel are not allowed and will not be reimbursed.

g. Accommodation will be provided at the single standard room rate at the conference hotel where an overnight stay is required and must be supported by an original itemized invoice from the hotel. The same rules that apply to accommodation expenses for conferences/seminars/training will also apply to business travel.

h. Registration Fees will be allowed on presentation of an invoice or receipt at actual cost and shall be paid in accordance with the rates established for the event by the sponsor or organizer. The fee, where possible, should be paid in advance by Exhibition Place directly to the conference/seminar sponsor in the appropriate currency.

i. Ground transportation expenses between home/office to departure/arrival terminal shall be reimbursed when supported by an original receipt.

j. Employees shall file a written summary report within ten (10) days of the event with the Department/Division Head or designate outlining the benefits derived from the conference/seminar attended.

k. Employees travelling on Exhibition Place business may participate in loyalty programs (e.g. frequent flyer or Air Miles programs) provided that they select the most cost efficient mode of travel. Employees may retain the benefits offered for business or personal use provided that the use of the benefit results in no additional cost to Exhibition Place.

l. Examples of sundry expenses that may be claimed as part of travel expenses are as listed below. Such expenses can be claimed as individual expenses provided they are supported by an original itemized invoice/receipt. However, if an employee claims a Per Diem Allowance, such sundry expenses are to be paid from the Per Diem Allowance claimed by the employee:
    - gratuities on meals
    - personal telephone calls
    - entertainment (except under special circumstances and approved by the Department/Division Head or designate);
    - local transportation (excluding ground transportation between accommodation and the terminal)
    - cleaning and laundry

m. Per Diem Allowance can be claimed as detailed below.

3. Per Diem Allowance and Payments

a. A Per Diem Allowance is the amount which may be claimed as a per diem for personal meals and personal sundry expenses related to an out-of- town business/conference/seminar trips in Canada and outside of Canada. The number of days claimed may be up to the same as the number associated with the business/conference/seminar in question, including the day of departure and return.

b. The per diem daily rate above shall be pro-rated by 50% if the travel starts after or concludes before noon. If an employee claims a Per Diem Allowance, than all sundry expenses including the examples listed below are to be paid through the use of the Per Diem Allowance by the employee:

c. gratuities on meals

d. personal telephone call

e. entertainment (except under special circumstances and approved by the Department/Division Head or designate)

f. local transportation (excluding ground transportation between accommodation and the terminal)

g. cleaning and laundry

h. Receipts are not required to support the per diem claim. An employee who receives a Per Diem Allowance may not claim additional personal expenses.

i. In circumstances where meals are provided at the conference/seminar/ business event, the Per Diem Allowance shall be reduced according to pre-set limits per component which are: breakfast $10, lunch $15, dinner $25 and miscellaneous $15. If provision of a meal is known at the time of registration for the event, a declaration shall be made in the request for authorization form prior to its approval, and the Per Diem Allowance reduced accordingly. Where provision of a meal is not known prior to attendance, the employee must advise their Department/Division Head or designate prior to approval and reduce eligible per diems upon return to the office. Please refer to the table below for the eligible per diem amount for the various event arrangements.

Event Arrangement Category	Per Diem Amount Within Canada	Per Diem Amount Outside Canada
No Meals Provided	CAD $65	USD $65
Breakfast Provided	CAD $55	USD $55
Lunch Provided	CAD $50	USD $50
Dinner Provided	CAD $40	USD $40
Breakfast and Lunch Provided	CAD $40	USD $40
Breakfast and Dinner Provided	CAD $30	USD $30
Lunch and Dinner Provided	CAD $25	USD $25
Breakfast, Lunch and Dinner Provided	CAD $15	USD $15

4. Non-Travel Related Business and Entertainment Expenditures

a. Where it is deemed necessary to expend funds for business/entertainment meetings, reimbursement will be made at actual cost on presentation of an expense report and include the original itemized receipt. This report must indicate the names of all person(s) present, must include a Department or Division Head and should indicate the purpose of the expenditure. In the event a Department or Division Head is unable to be present at the meeting, a written authorization must be submitted with the expense report indicating the reason for and authority granted to the employee(s) designate responsible for attending said meeting.

b. Expenses arising from meetings held at eating establishments or other appropriate locations may be reimbursed provided they are reasonable, necessary to promote Exhibition Place's interests, and in accordance with the Conflict of Interest and Confidentiality Policy.

c. The expenses relating to alcoholic beverages consumed at these events may be reimbursed in very limited unique circumstances such as – (i) Exhibition Place hosted, Exhibition Place-sponsored events, or official visits by national and international delegations; and (ii) a duly authorized employee conducting Exhibition Place business.

d. In the case of expenses for alcoholic beverages it has to be pre-authorized by the Department or Division Head and CEO using the authorization form. Sound professional judgment must be exercised, taking into consideration, the following, frequency of occurrence, amount being claimed is reasonable, and the expense claim can withstand public scrutiny.

5. Business Parking

Parking fees related to business meetings shall be reimbursed for actual cost with the submission of original receipts. Self-parking is recommended, valet parking will only be reimbursed based on the cost of self-parking rate.

6. Professional Memberships & Association Fees

Memberships and association fees may be claimed when the employee is required to carry a professional designation for the performance of job duties, or where in the opinion of the Department Heads that membership will benefit job performance. Payment shall be made directly to the corporate entity whenever possible based on an original invoice from the entity, and the annual expenditure limits are as prescribed in the budget.

7. Corporate Credit Card

For the purposes of this policy, credit cards are deemed to be an alternative to reimbursing employees directly by cheque or through petty cash. If an employee pays with their personal credit card, original credit card receipts and invoices must be provided to support the reimbursement. No personal expenses shall be charged to the corporate credit card held by the CEO.

8. Meterage Claims for Travel On Grounds and to Local Business Meetings

a. Personal auto pertains to employees who use their personal automobile for day-to-day local business. The rate per kilometre claimed shall be for meterage at the rate per kilometre established by the City and/or Exhibition Place.

b. Meterage claims may be made either bi-weekly or each pay period in cases of regular use, and must be made at least monthly. All claims must exclude the distance travelled to and from work and be authorized by the Department/Division Head or designate. Where employees go directly from home to an alternate work location or event, the employee shall be reimbursed only for the additional excess distance travelled, beyond the regular distance from home to the employee's regular work location. Employees who use their automobiles for business shall be required to carry at least $1 million of public liability and property damage insurance.

c. Travel mileage within the grounds of Exhibition Place will be reimbursed on a monthly basis on the submission of the prescribed travel form at the rate and distance as determined on an annual basis and communicated to staff.

9. Tips

Exhibition Place will reimburse reasonable payment of tips up to a maximum of 15% of total cost of the bill. If the service charge is included in the invoice, no more tipping is allowed and will not be reimbursed. The rule applies to tips on ground transportation, restaurant, and food brought to the grounds; however, tips on accommodation, if paid must be covered with the Per Diem Allowance to staff.

10. Professional Publications

The cost of professional publications may be claimed if in the opinion of the Department/Division Head the publication will benefit job performance.

Exhibition Place

Policy Name	Policy Type
Care for Ill Dependents Policy	**Employee**
Original Date	**Revision Date**
February 5, 2020	**December 8, 2020**

Policy Statement

Exhibition Place recognizes that employees may need time off to care for ill dependents.

Application

This policy applies to Permanent Employees on date of hire, Full-Time Renewable Contract Employees, and Full-Time Non-Union Hourly Employees who are eligible to access the Short-Term Disability (STD) Policy.

Definitions

Full-Time Non-Union Hourly Employee

An hourly employee hired for a full time hourly position within the approved permanent staff complement for Exhibition Place.

Full-Time Renewable Contract Employee

An employee hired to work full-time hours in a position that is not part of the permanent staff complement for Exhibition Place.

Permanent Employee

An employee hired for a full-time permanent position within the approved permanent staff complement for Exhibition Place.

Short-Term Disability Plan

Provide employees with income up to twenty-six (26) weeks based on service and history of absences.

Spouse

The employee's married, common-law, or same-sex partner.

Conditions

Below is the list of employee dependents.

- spouse
- brother, brother-in law, sister, sister-in-law
- children, step-children, daughter-in-law, son-in-law, foster child of employee, or employee's spouse
- grandchild, step-grandchild of employee or employee's spouse
- grandparent, step-grandparent
- parent, step-parent, foster parent of employee, or employee's spouse
- relative dependent on the employee for care or assistance

Employees will be paid for a maximum of six (6) days per calendar year. The six (6) days may not be carried forwarded from one year to the next. If an employee has already claimed six (6) Ill Dependent Days and needs additional time, the employee may use vacation, lieu time, or take a leave without pay subject to appropriate approval.

Payment is conditional upon eligibility and provisions of the Short-Term Disability Policy.

Implementation

Employees requiring the use of sick time to care for ill dependents must post their sick time off in the ADP Time and Attendance Program before taking the time, and/or immediately upon their return to work in order to be eligible for sick pay.

Exhibition Place

Policy Name	Policy Type
Cellular Phone Policy	**Employee**
Original Date	Revision Date
January 1, 2017	**December 8, 2020**

Policy Statement

Exhibition Place regulates the issuance of cellular phones, responsibilities of the cellular users, approval of billings for accuracy, recovery of personal use costs, and to account for cellular phones when no longer required.

Application

This policy applies to all employees using Exhibition Place cellular phones.

Definitions

N/A

Conditions

The employee will sign a confirmation form acknowledging the cellular phone and all accessories received are property of Exhibition Place, and the employee shall be responsible for the safe keeping of the equipment. Aside from extenuating circumstances which must be provided in written form (electronically) from the Department/Division Head or designate, the employee is responsible for damages save and except normal wear and tear, or loss of equipment. The costs related to a replacement phone will be communicated to the Department/Division Head or designate by the Chief Financial Officer & Corporate Secretary.

Upon signing the confirmation form, the employee acknowledges the cellular phone is provided for business use. If at any time the airtime usage exceeds the airtime package plan assigned, and personal calls can be substantiated and noted on the monthly billings, the employee may be required to reimburse Exhibition Place for the excess time or expense.

If an employee is to take an extended leave of absence, the Department/Division Head or designate will obtain and return the cellular phone and all accessories to the IT/Telecommunications Manager, who will suspend the cellular number until the employee returns back to work.

Implementation

1. Acceptable Use of Cellular Phones

- Cellular phones are to be used to support the business of Exhibition Place.
- Any data stored, managed, or transmitted related to the usage of a cellular phone is the property of Exhibition Place.
- Employees assigned a cellular phone must not perform unethical or unlawful activities on their cellular phone.
- Employees must not use a cellular phone while operating a vehicle, because such use may impair the safe operation of the vehicle and is in contravention of the Highway Traffic Act.

- Employees are responsible for following any operational directives concerning long distance and directory assistance when using a cellular phone.
- Installation of any unauthorized and/or unlicensed software is prohibited.
- If employees experience issues with their cellular hardware or data usage they should seek assistance from the IT/Telecommunications Manager.

2. Long Distance

- Long Distance business calls should be made from Exhibition Place landlines when possible rather than cellular phones.
- Every effort should be made to minimize the cost of business long distance charges through the use of supplier/client toll free 1-8XX numbers.
- Employees must reimburse Exhibition Place for personal use of special calls and services.

3. Information Management Requirement

All information stored or recorded on a cellular phone is the property of Exhibition Place and should be managed in accordance with, and comply with, the Exhibition Place Records Retention By-law. The Senior Archivist can assist employees in meeting their compliance requirements.

4. Personal Use of Cellular Phones

Cellular phones are provided by Exhibition Place for business purposes and employees must be aware of the limits of their cellular plan and not exceed them in order to control monthly costs. Employees must reimburse Exhibition Place for personal usage.

5. Needs Assessment

The Department/Division Head or designate, in consultation with the Chief Financial Officer & Corporate Secretary is responsible for recommending the issuance of a cellular phone and services (including airtime or special features), as well as, the model of the phone based on the usage, environment, cost, budget, and job function.

6. Responsibilities – Employee

Employees should request clarification from their supervisor if they have any concerns with respect to complying with the conditions of this policy. Failure to comply with the Cellular Phone Policy may result in discipline, up to and including dismissal. Employee responsibilities are as follows:

- Reading and complying with the policy.
- Using the cellular phone responsibly.
- Reporting personal use if the plan overage indicates an expense on the monthly invoice.
- Promptly reporting loss or theft of property or service to the Department/Division Head or designate who will then communicate with the IT/Telecommunications Manager.
- Complying with the requirements of the Exhibition Place Records Retention By-law, which includes the collection, use, disclosure, and retention of personal information in using the cellular phone (see item #3 Information Management Requirement).

7. Responsibilities – Office of the Chief Financial Officer & Corporate Secretary

- Managing cellular contracts and services (local and long distance), and ensuring contracted service rates, discounts, and service levels are maintained.
- Managing the ordering and purchasing process for cellular equipment.
- Ensuring that all new cellular purchases will integrate in the existing infrastructure.
- Assigning new cellular telephone numbers, moves, changes, or deletions of phone numbers.
- Maintaining a master inventory of cellular equipment and associated lines which are then used for the payment of cellular bills.
- Maintaining an employee database of all cellular users which include individual usage information (name, cost, long distance, number of calls, number of minutes, number of text messages, plan overage, and personal payments).
- Distributing monthly detail usage of cellular phones for users to the Department/Division Head or designate.
- Ensuring that monthly billing information is accurate and complete.
- Reconciling payments made to cellular vendors by users on a monthly basis, and validating that any vendor credits are applied to the telecommunications cost centre within the operating budget.

8. Issuance of Cellular Phones

The request for a cellular phone (device and plan) must be authorized by the Department/Division Head or designate and submitted in writing (electronically) to the Chief Financial Officer & Corporate Secretary for final sign off.

Once the phone is received, it will be assigned to the employee who will use and be responsible for the phone. In the case where a phone is required and to be assigned to a department (i.e. emergency purposes and/or spares), the phone is still to be assigned to a designated employee who will be responsible for that phone.

Only a case/pouch, charger, and earphones will be supplied with the cellular phone. All other accessories (belt clips, in-car kits, additional chargers, Bluetooth, or any hands free phones) may be personally purchased by the user.

9. Electronic Messaging – Data Phones

The distribution of personal, political, religious, or commercial e-mail will NOT be considered an appropriate use of an e-mail account. Other inappropriate usage is forwarding chain letters, material deemed “offensive”, or the sending of unsolicited commercial information (e-mail SPAM). Examples of unethical and/or unlawful use of cellular applications include but are not limited to the following:

- initiating or forwarding chain e-mail
- writing and/or sending harassing communications of any kind
- writing and/or sending any communications whose contents are obscene or defamatory
- using e-mail for commercial purposes
- misrepresentation of oneself or Exhibition Place

10. Approval of Billings/Recovery of Personal Use Costs

Cellular phone billings will be paid by the Chief Financial Officer & Corporate Secretary. If applicable, a copy of the invoice will be scanned and electronically forwarded to the user requesting they identify plan overage and personal usage costs. The original e-mail attaching the scanned invoice and details related to any plan overages, must be returned to the Chief Financial Officer & Corporate Secretary, as well as, any payment by internal mail or personally delivered within 10 business days.

11. Reassignment and Recovery of Cellular Phones

The request for the reassignment of a cellular phone must be authorized by the Department/Division Head or designate. Once the request is received, the previous cellular user will be deactivated and the new user activated. Cellular phones no longer required for operational purposes must be returned to the IT/Telecommunications Manager who will ensure that the phone is deactivated and retained in inventory.

12. Return of Cellular Phone and All Accessories

If an employee resigns, retires, or is terminated, the assigned cellular phone and all accessories shall be returned to the Department/Division Head or designate on the last day of employment on the grounds, and the Department/Division Head or designate will return the cellular phone and all accessories to the IT/Telecommunications Manager.

If the cellular phone and all accessories are not returned, the cost of the cellular phone and all accessories will be invoiced to the employee, and the cost of the items will be deducted from their final pay.

Exhibition Place

Policy Name	Policy Type
Child Death Leave Policy	**Employee**
Original Date	Revision Date
June 1, 2018	**December 8, 2020**

Policy Statement

Exhibition Place provides an unpaid job-protected leave of absence of up to 104 weeks to employees if their child dies for any reason, in accordance with the *Employment Standards Act, 2000 (ESA 2000).*

Application

This policy applies to all employees who have been employed for six (6) consecutive months.

Definitions

Child

A child, step-child, child under the legal guardianship of the employee, or foster child who is under eighteen (18) years of age.

Crime

An offense under the Criminal Code (Canada).

Week

A period of seven (7) consecutive days beginning on Sunday and ending on Saturday.

Conditions

The total amount of child death leave taken by one or more employees for the same death or deaths that are the result of the same event is 104 weeks, and must be taken in a single period.

An employee must inform their Department/Division Head or designate in writing with a plan that they will be taking a child death leave, which outlines the weeks in which they will take the leave.

An employee may take a leave at a time other than indicated in their original plan if:

- the new dates meet the restrictions of the *ESA 2000*
- the employee requests permission with four weeks written notice before the leave date change takes place
- the Department/Division Head or designate confirms receipt of the letter in writing and approves the date change for the leave

If an employee has to begin such a leave before notifying their Department/Division Head or designate or Human Resources, they must submit a letter in writing requesting the leave along with proof to their Department/Division Head or designate or Human Resources.

An employee is not entitled to this leave if the employee is charged with a crime in relation to death of the child, or that the child was a party to a crime in relation to his or her death.

Implementation

A leave for the death of a child must be taken within the 105-week period that begins in the week the child died, and the leave must be taken in a single period.

The Department/Division Head or designate will initiate a change form, and send the change form, letter, and doctor's note to Human Resources.

Human Resources will notify Payroll Services, and update the ADP Time and Attendance Program.

Employees are required to provide a written letter indicating the weeks in which the employee will take the leave.

Employees may take the leave at a different time other than the one indicated in the original letter if:

- the date change meet the restrictions of the *ESA 2000*
- The employee provides Exhibition Place with four (4) weeks written notice before the date change is to take place.
- Exhibition Place confirms receipt of the letter and grants permission for the date change.

Benefits

Basic benefits coverage (health, dental, group life insurance, STD, and LTD) will continue for eligible employees during this leave and Exhibition Place will continue to pay the premiums.

Employees are responsible for any premiums that they would normally pay for benefits that are not covered by the basic plan (e.g. optional life insurance).

Pension

Employees who participate in the OMERS plan will be eligible to purchase pension service credits for the leave period upon their return to work from the leave, and Exhibition Place will match these contributions.

Salary

Salary increases will be applied in accordance with the Annual Performance Review Guidelines, had the employee been actively working during the leave and applied to their base salary upon their return to work.

Vacation

Where applicable, employees will continue to earn vacation credits for the duration of the leave.

Exhibition Place

Policy Name	Policy Type
Citizenship Ceremony Policy	**Employee**
Original Date	**Revision Date**
June 1, 2018	**December 8, 2020**

Policy Statement

Exhibition Place will provide a paid leave of absence for employees to attend a judicial interview and a citizenship ceremony.

Application

This policy applies to Permanent Employees on date of hire, and Full-Time Renewable Contract Employees, and Full-Time Non-Union Hourly Employees after six (6) months of consecutive employment.

Definitions

Full-Time Non-Union Hourly Employee

An hourly employee hired for a full time hourly position within the approved permanent staff complement for Exhibition Place.

Full-Time Renewable Contract Employee

An employee hired to work full-time hours in a position that is not part of the permanent staff complement for Exhibition Place.

Permanent Employee

An employee hired for a full-time permanent position within the approved permanent staff complement for Exhibition Place.

Conditions

The employee is provided with up to two (2) days of paid leave to attend a judicial interview and a citizenship ceremony to become a Canadian citizen, as long as, the interview and ceremony take place during an employee's normal working hours.

Implementation

Employees must inform their Department/Division Head or designate in writing of the date of the judicial interview and/or citizenship ceremony.

Employees must provide the Notice to Appear document if requested.

The paid leave of absence days are to be entered into the ADP Time and Attendance program.

Exhibition Place

Policy Name	Policy Type
Conflict of Interest and Confidentiality Policy	**Employee**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

City and Agency employees are expected to conduct themselves with personal integrity, ethics, honesty and diligence in performing their duties. City and Agency employees are required to support and advance the interests of the City or Agency and avoid placing themselves in situations where their private interests may be in conflict with, or be perceived to be in conflict with the interests of the City or Agency. In certain circumstances, the duties and obligations imposed by this Policy will continue after the employee leaves the City or Agency, including that a City or Agency employee will not directly or indirectly use or disclose confidential information unless required by law or authorized by the City or Agency after the employee leaves the public service.

Application

This policy applies to all employees.

Definitions

Conflict of Interest

A conflict of interest refers to a situation in which a public servant has private interests that could compete with or that may be perceived to compete with their duties and responsibilities as an employee. A conflict of interest can also be a situation where an employee can use their position for private gain, expectation of private gain, and non-monetary or otherwise. A conflict may also occur when the private interest benefits an employee's family, friends, or organizations in which the employee or their family or friends have a financial interest. Private Interest means a relationship, obligation, duty, responsibility or benefit unique to the employee or a person related to the employee.

Confidential Information

Confidential information includes, but is not limited to, privileged information, draft by-laws or staff reports, third party information, personal information, technical, financial or scientific information, and any other information collected, obtained, or derived for or from City records that must or may be kept confidential under the *Municipal Freedom of Information of Privacy Act, 1990*, the *Personal Health Information Protection Act, 2004*, or the *City of Toronto Act, 2006*.

Private Interest

Private or personal interest means a relationship, obligation, duty, responsibility, or benefit unique to the employee or a person related to the employee.

Conditions

The rules and examples that follow do not exhaust the possibilities for conflict of interest, but they identify obvious situations covered by these provisions. The obligations and duties

applicable to an employee resulting from these provisions do not replace, remove, or supersede the duties and obligations required by applicable professional designations or regulatory bodies.

Implementation

1. **Requirement to Report Conflict of Interest** - Employees of the City or Agency may seek advice in relation to the application of this Policy, and must report any conflict of interest or perceived conflict of interest to their immediate Department/Division Head or designate or the Human Resources Manager.
2. **Preferential Treatment** – City or Agency employees are not allowed to use their positions to give anyone preferential treatment that would advance their own interest, or that of any party where such advance is contrary to the interests of the City or Agency, or would be otherwise contrary to the expectations set out in these provisions.
3. **Gifts** – A City or Agency employee will not accept, arrange to accept, give or request to be given a reward, gift, advantage or benefit of any kind from any person or entity that influences or could be perceived to influence the performance of the employee's duties. A City or Agency employee who receives a gift in the performance of their duties, will immediately notify his or her Department/Division Head or designate or the Human Resources Manager. A City or Agency employee may accept a gift of nominal value (i.e. maximum $25 value) given as an expression of courtesy or hospitality, if doing so does not influence or would not be perceived to influence the performance of the employee's duties. The head of a City or Agency Department/Division or designate may pre-determine that no gift may be accepted under any circumstance.
4. **Employment of Relatives** – The City or Agency will maintain policies that govern the employment of relatives. The Policy at a minimum must outline the rules restricting supervisory relationships between relatives, and the recruitment and appointment of a relative.
5. **Use of City or Agency Property** – A City or Agency employee may not use or permit the use of City or Agency property including facilities, equipment, supplies, or other resources for activities not associated with the proper performance of their duties. Any exceptions must be approved by the City or Agency Department/Division Head or designate.
6. **Use or Disclosure of Confidential Information** – A City or Agency employee may

   A City or Agency employee may not, during the term of their employment or any time thereafter, directly or indirectly use or disclose any confidential information obtained by them during the course of their employment with the City or Agency to another person or entity unless the employee is required by law, or authorized by the City or Agency. The obligation to maintain confidentiality, except as required or permitted by law or the City or Agency, continues after the employee leaves the public service.

7. **Disclosure of Financial Interests** – A City or Agency employee involved in a decision-making process related to a contract, sale, or business transaction who knowingly has a financial interest in the City or Agency contract, sale or business transaction, or has family members, friends, or business associates with such interests, must disclose their interest to their immediate Department/Division Head or designate or the Human Resources Manager, and remove themselves from any decision-making process.
8. **Participating in Decision-Making** – A City or Agency employee will not participate in a decision-making process with respect to a matter that they are able to influence in the course of his or her duties if they could benefit from the decision, unless they are authorized by the City or Agency Department/Division Head or designate.
9. **Engaging in Outside Work or Business Activities** – A City or Agency employee may not engage in any outside work or business activity that conflicts with his or her duties to the City or City Agency, or could benefit from confidential information obtained during the course of his or her employment.
10. **Appearing before City or Agency Committees –** A City or Agency employee may not appear before a City or Agency Committee on behalf of a private citizen or third party other than for themselves or a family member. City and Agency employees must identify themselves as such if they are making a deputation to a City or Agency Committee, unless they appear as a private citizen on matters that do not relate to their employment.
11. **Conduct Respecting Lobbyists** – All City and Agency employees should be familiar with the requirements and expectations for dealing with lobbyists as outlined in Toronto Municipal Code Chapter 140, Lobbying.
12. **Failure to Comply with the Policy –** Individuals who fail to comply with the conflict of interest provisions may be subject to disciplinary action up to and including dismissal, and where warranted legal proceedings.

Exhibition Place

Policy Name	Policy Type
Crime-Related Child Disappearance Leave Policy	**Employee**
Original Date	**Revision Date**
June 1, 2018	**December 8, 2020**

Policy Statement

Exhibition Place provides an unpaid job protected leave of absence to employees for crime-related child death or disappearance leave up to 104 weeks, in accordance with *Employment Standards Act, 2000 (ESA 2000)*.

Application

This policy applies to all employees who have been employed for six (6) consecutive months.

Definitions

Child

A child, step-child, foster child, or child who is under legal guardianship of the employee, and who is under eighteen (18) years of age.

Crime

An offense under the Criminal Code (Canada).

Week

A period of seven (7) consecutive days beginning on Sunday and ending on Saturday.

Conditions

A leave for the crime-related disappearance of a child must be taken within the 105-week period that begins in the week the child disappeared, and must be taken in a single period.

If an employee takes a leave relating to the disappearance of their child and the child is found within the 104-week period that begins in the week the child disappears, the employee is entitled to remain on leave for fourteen (14) days after the day the child is found, if the child is found alive.

If the child is found dead, the employee is entitled to remain on leave until the end of the week in which the child is found; however, the employee has a separate entitlement to child death leave of up to 104 weeks.

The total amount of crime-related child disappearance leave taken by one or more employees under the *ESA 2000* in respect of the same disappearance or disappearances that are the result of the same event is 104 weeks.

If an employee takes such a leave and the circumstances change and it no longer seems probable that the child disappeared as a result of a crime, the employee's entitlement to a leave ends on the day on which it no longer seems probable.

The employees who are sharing the leave can be on leave at the same time, or at different times; the *ESA 2000* does not impose any restrictions in this regard. The sharing requirement applies whether or not the employees work for the same employer.

Implementation

The Employee will notify their Department/Division Head or designate or Human Resources Manager in writing of their request for this leave of absence.

The Department/Division Head or designate cannot deny a request for this leave if all conditions have been met.

The Department/Division Head or designate will initiate a change form, and send the change form, letter, and doctor's note to Human Resources.

Human Resources will notify Payroll Services, and update the ADP Time and Attendance Program.

Benefits

Basic benefits coverage (health, dental, group life insurance, STD, and LTD) will continue for eligible employees during this leave, and Exhibition Place will continue to pay the premiums.

Employees are responsible for any premiums that they would normally pay for benefits that are not covered by the basic plan (e.g. optional life insurance).

Pension

Employees who participate in the OMERS plan will be eligible to purchase pension service credits for the leave period upon their return to work from the leave, and Exhibition Place will match these contributions.

Salary

Salary increases will be applied in accordance with the Annual Performance Review Guidelines, had the employee been actively working during the leave and applied to their base salary upon their return to work.

Vacation

Where applicable, employees will continue to earn vacation credits for the duration of the leave.

Exhibition Place

Policy Name	Policy Type
Critical Illness Leave Policy	**Employee**
Original Date	Revision Date
June 1, 2018	**December 8, 2020**

Policy Statement

Exhibition Place provides an unpaid leave of up to thirty-seven (37) weeks to provide care or support to a critically ill child, or up to seventeen (17) weeks to provide care or support to a critically ill adult dependent in accordance with the *Employment Standards Act, 2000 (ESA 2000).*

Application

This policy applies to all employees who have been employed for six (6) consecutive months.

Definitions

Adult

An individual who is eighteen (18) years of age or older.

Child

A child, step-child, foster child, or child under the legal guardianship of an employee, who is under the age of eighteen (18).

Critically Ill

A minor child or adult whose baseline state of health has significantly changed and whose life is at risk as a result of illness or injury.

Family Member

A family member includes any of the following:

- spouse
- brother, step-brother, brother-in-law, step-brother-in-law, sister, step-sister, sister-in-law, step-sister-in-law of employee
- children, step-children, daughter-in-law, son-in-law, foster child of employee or employee's spouse
- grandchild, step-grandchild of employee or employee's spouse
- grandparent, step-grandparent of employee or employee's spouse
- nephew or niece of employee or employee's spouse
- parent, step-parent, or foster parent of the employee or the employee's spouse
- person who considers the employee to be like a family member
- spouse of the employee's grandchild, uncle, aunt, nephew or niece
- uncle or aunt of employee or employee's spouse

The family member does not need to live in Ontario for the employee to be eligible to take a critical illness leave.

Medical Certificate

A written document from a Qualified Health Practitioner.

Qualified Health Practitioner

A person who is qualified and licensed to practice as a physician, registered nurse, or a psychologist, under the laws of the jurisdiction in which care or treatment is provided, a member prescribed class of health practitioners.

Spouse

The employee's married, common-law, or same-sex partner.

Week

A period of seven (7) consecutive days beginning on Sunday and ending on Saturday.

Conditions

For a child, an employee may take a leave of absence of up to thirty-seven (37) aggregate weeks. This leave is to be taken in full week increments, they do not need to be consecutive weeks, but they must be taken within fifty-two (52) weeks of the beginning of the first week of leave.

For an adult, an employee may take a leave of absence of up to seventeen (17) aggregate weeks. This leave is to be taken in full week increments, they do not need to be consecutive weeks, but they must be taken within fifty-two (52) weeks of the beginning of the first week of leave.

If the Medical Certificate states that the care or support required is less than thirty-seven (37) weeks for a child, or less than seventeen (17) weeks for an adult, then the leave is for the period specified on the Medical Certificate.

If the child or adult dies while an employee is on this leave, the employee's entitlement ends on the last day of the week in which the child or adult dies.

If more than one child or adult family member of the employee is critically ill as a result of the same incident, the employee is not entitled to take a leave longer than specified in the medical certificate.

If both parents of the child are employed by Exhibition Place, the combined leaves can not exceed thirty-seven (37) weeks.

Employees who are requesting a leave under this policy in respect of persons who are considered to be 'like a family member', must provide Exhibition Place with a copy of the documentation provided for the purposes of claiming similar status under EI benefits legislation, and states that the employee is considered to be 'like a family member'.

Implementation

The employee will notify their Department/Division Head or designate or Human Resources in writing of their request for this leave, providing the timeframe of the leave, and a copy of the medical certificate. The Department/Division Head or designate cannot deny a request for this leave if all conditions have been met.

A Medical Certificate is required from a Qualified Health Practitioner stating the child or adult is critically ill and requires the care or support for a specified period of time.

The Department/Division Head or designate will initiate a change form, and send the change form, letter, and doctor's note to Human Resources.

Human Resources will notify Payroll Services, and update the ADP Time and Attendance Program.

Benefits

Basic benefits coverage (health, dental, group life insurance, STD, and LTD) will continue for eligible employees during this leave and Exhibition Place will continue to pay the premiums.

Employees are responsible for any premiums that they would normally pay for benefits that are not covered by the basic plan (e.g. optional life insurance).

Pension

Employees who participate in the OMERS plan will be eligible to purchase pension service credits for the leave period upon their return to work from the leave, and Exhibition Place will match these contributions.

Salary

Salary increases will be applied in accordance with the Annual Performance Review Guidelines, had the employee been actively working during the leave and applied to their base salary upon their return to work.

Vacation

Where applicable, employees will continue to earn vacation credits for the duration of the leave.

Exhibition Place

Policy Name	Policy Type
Critically Ill Child Care Leave Policy	**Employee**
Original Date	Revision Date
January 1, 2017	**December 8, 2020**

Policy Statement

Exhibition Place provides an unpaid leave of up to thirty-seven (37) weeks to provide care or support to a critically ill child.

This leave shall be administered in accordance with the *Employment Standards Act, 2000 (ESA 2000).*

Application

This policy applies to all employees who have been employed by Exhibition Place for at least six (6) consecutive months.

Definitions

Child

A child, step-child, foster child, or child under the legal guardianship of an employee, who is under the age of eighteen (18) years of age.

Medical Certificate

A written document from a Qualified Health Practitioner.

Qualified Health Practitioner

A person who is qualified and licensed to practice as a physician, registered nurse, or a psychologist, under the laws of the jurisdiction in which care or treatment is provided, a member prescribed class of health practitioners.

Conditions

A Medical Certificate is required from a Qualified Health Practitioner stating that the child is critically ill, and requires the care or support of one or more parents for a specified period of time. The letter must be provided to the employee's Department/Division Head or designate as soon as reasonably possible.

An employee may take a leave of absence of up to thirty-seven (37) aggregate weeks. This leave is to be taken in full week increments. The weeks on leave do not need to be consecutive, but they must be taken within fifty-two (52) weeks of the beginning of the first week of leave.

If more than one child of the employee is critically ill as a result of the same incident, the employee is not entitled to take a leave longer than specified in the Medical Certificate.

If both parents of the child are employed by Exhibition Place, the combined leaves of both parents cannot exceed thirty-seven (37) weeks.

Implementation

The employee will notify their Department/Division Head or designate in writing of their request for this unpaid leave.

The Department/Division Head or designate will initiate a change form, and send the change form, letter, and doctor's note to Human Resources.

Human Resources will notify Payroll Services, and update the ADP Time and Attendance Program.

Benefits

Basic benefits coverage (health, dental, group life insurance, STD, and LTD) will continue for eligible employees during this leave and Exhibition Place will continue to pay the premiums.

Employees are responsible for any premiums that they would normally pay for benefits that are not covered by the basic plan (e.g. optional life insurance).

Pension

Employees who participate in the OMERS plan will be eligible to purchase pension service credits for the leave period upon their return to work from the leave, and Exhibition Place will match these contributions.

Salary

Salary increases will be applied in accordance with the Annual Performance Review Guidelines, had the employee been actively working during the leave and applied to their base salary upon their return to work.

Vacation

Where applicable, employees will continue to earn vacation credits for the duration of the leave.

Exhibition Place

Policy Name	Policy Type
Disclosure of Wrongdoing and Reprisal Protection Policy	**Employee**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

Exhibition Place encourages and facilitates the disclosure of wrongdoing and reprisal protection that is contrary to the public interest, ensure through their application that all disclosures are investigated, and appropriately resolved, and to protect from reprisal, to the fullest extent possible, those employees who in good faith report wrongdoing.

Exhibition Place will not tolerate wrongdoing or reprisals against employees who report wrongdoing, and all employees have a duty to report suspected wrongdoing. Disclosures of wrongdoing will be investigated in accordance with these provisions in order to maintain public confidence in the public service, the delivery of services, and the use of Exhibition Place's resources. These provisions address only those matters that are in the public interest and for which there are no established mechanisms for consideration and investigation. For example, it is not intended to address matters that can be dealt with through existing procedures, established through Collective Agreements, or Exhibition Place policies such as health and safety, and human rights and anti-harassment discrimination.

Application

This policy applies to all employees.

Definitions

Reprisal

Reprisal against an employee is any measure taken or threatened as a direct result of disclosing or being suspected of disclosing an allegation of wrongdoing, initiating, or cooperating in an investigation into an alleged wrongdoing. Reprisal includes but is not limited to:

- disciplinary measures
- demotion of the employee
- suspension of the employee
- termination of the employee
- intimidation or harassment of the employee
- any punitive measure that adversely affects the employment or working conditions of the employee
- directing or counselling someone to commit a reprisal

Wrongdoing

Serious actions that are contrary to the public interest including but not limited to:

- fraud
- theft

- mismanagement of assets and resources in a willful, negligent manner that contravenes City policy or direction by the Board
- conflict of interest
- breach of public trust

Conditions

Responsibilities of the Chief Executive Officer

- Lead and advance a culture rooted in the highest ethical standards for Exhibition Place Employees.
- Ensure employees understand their ethical rights and responsibilities, including their responsibilities under the Disclosure of Wrongdoing and Reprisal Protection provisions.
- Investigate or refer responsibility to City staff to investigate alleged wrongdoing, as referred by the Auditor General, and ensure these investigations are appropriately conducted.
- Ensure that Exhibition Place employees who, in good faith, report wrongdoing are protected from reprisal in accordance with the Disclosure of Wrongdoing and Reprisal Protection provisions.
- Report the results of investigations of alleged wrongdoing to the Auditor General.
- Ensure comprehensive tracking of employee misconduct to identify trends, improvements, implement corrective actions to strengthen management oversight, make improvements to internal control systems and procedures based on findings, and ensure regular reporting of these matters.
- Investigate and resolve allegations of employee misconduct that do not constitute wrongdoing as defined in the Disclosure of Wrongdoing and Reprisal Protection provisions.
- Ensure recommendations made by the Auditor General in their reports addressing wrongdoing are implemented on a timely basis including systemic issues identified by the Auditor General.

Responsibilities of Department/Division Head or Designate

- Promote ethical conduct and support ethical decision-making in their areas of responsibility.
- Undertake investigations of alleged wrongdoing seriously and appropriately.
- Report the results of investigations of alleged wrongdoing to the Chief Executive Officer (CEO).
- Investigate and resolve allegations of employee misconduct that do not constitute wrongdoing as defined in the Disclosure of Wrongdoing and Reprisal Protection provisions.
- Ensure that Exhibition Place employees under their supervision, who in good faith report wrongdoing, are protected from reprisals in accordance with the Disclosure of Wrongdoing and Reprisal Protection provisions.
- Establish and maintain a system of internal controls to detect and prevent wrongdoing.

- Be familiar with the types of wrongdoing that could occur within their area of responsibility, and be proactive in taking steps to guard against such activities.
- The Department/Division Head or designate will support and co-operate with the Auditor General's Office, other involved Divisions, and law enforcement agencies in the detection, disclosure, and investigation of wrongdoing, including the prosecution of offenders.

Implementation

Disclosure of Wrongdoing

- Employees who are aware that wrongdoing has occurred will immediately notify their Department/Division Head or designate, or the Auditor General's Office.
- Employees who report wrongdoing in good faith will be protected from reprisal as described in the Reprisal Section.
- Any employee who knowingly makes a false complaint in bad faith or who knowingly makes a false or misleading statement that is intended to mislead an investigation of a complaint, may be subject to disciplinary action up to and including dismissal as determined by the CEO in consultation with City Legal and Human Resources.
- Employees who disclose wrongdoing will fully co-operate with the Auditor General's Office, other involved Divisions, and law enforcement agencies during the course of an investigation, and will make all reasonable efforts to be available to assist the above noted persons with the investigation

Allegations received by Chief Executive's Office

- Allegations of wrongdoing received by the Department/Division Head or designate will be reported the Chief Executive Officer immediately.
- Allegations of wrongdoing received by City Management must be immediately reported to their Division Head or the Deputy City Manager or City Manager if the Division Head is implicated in the allegation.

Allegations Received by the Auditor General

- When an allegation of wrongdoing is received by the Auditor General's Office that will be investigated, the Auditor General's Office will inform the CEO in a timely manner.
- Reported allegations to the Auditor General that do not constitute wrongdoing as defined in the Disclosure of Wrongdoing and Reprisal Protection provisions, will be referred to the appropriate Department/Division Head or designate or Human Resources

Confidentiality

- The identity of individuals involved in an investigation, including the identity of an individual alleging wrongdoing, and the identity of an individual alleged to have committed wrongdoing, will be protected to the fullest extent possible.
- The Auditor General's Office and all employees and officials, aware of or participating in an investigation of wrongdoing shall treat all information received confidentially.
- All reasonable efforts will be made to maintain confidentiality. Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know and such disclosures shall be restricted to what must be disclosed to

ensure a thorough, effective, and complete investigation, or as otherwise required by law.

- Individuals who improperly breach confidentiality will be subject to legal action, or disciplinary action up to and including dismissal as determined by the CEO in consultation with Legal and Human Resources.

Anonymous Reporting

- Employees may remain anonymous when reporting suspected wrongdoing.

Investigations

- All disclosures of alleged wrongdoing as defined in the Disclosure of Wrongdoing and Reprisal Protection provisions will be investigated by the Auditor General who may refer responsibility to the CEO or designate for the investigation depending on the nature and scope of the wrongdoing.
- The Auditor General's Office may provide oversight of alleged wrongdoing investigations led by the CEO or designate.
- The responsibility to ensure such investigations are appropriately conducted remains with the CEO.
- The CEO or designate will periodically report on the status of any ongoing investigation of alleged wrongdoing to the Auditor General, and will report the outcome of the investigation to the Auditor General.
- Decisions to prosecute or refer investigation results to the Toronto Police Service or other regulatory agencies for independent investigation will be made through a consultative process between the Auditor General, CEO, Legal and Human Resources.

Expectations of Employees

- It is expected that employees will fully co-operate with the Auditor General's Office, the CEO or designate, other involved Divisions, and law enforcement agencies during the course of an investigation, and will make all reasonable efforts to be available to assist the above noted persons with the investigation.
- Employees contacted by the media with respect to a wrongdoing investigation shall refer the media to the Office of the CEO.

Access to Information

Within the scope of an investigation, the Auditor General and the CEO or designate will have:

- free and unrestricted access to all records, employees and premises, whether owned or rented; and
- the authority to examine, copy, or remove all or any portion of the contents of electronic or hard copy files, desks, cabinets, and other Exhibition Place property without prior knowledge or consent of any individual who might use or have custody of any such items in accordance with applicable policies.

Right to Respond

The individual against whom allegations are being made will be given a reasonable opportunity to respond to those allegations as part of the investigation. This requirement is subject to any Collective Agreement provisions respecting the rights of employees in the disciplinary process.

Following an Investigation of Alleged Wrongdoing and upon conclusion of an investigation, recommendations may be made by the Auditor General to the CEO in order to minimize future risk.

Disciplinary Action for Wrongdoing

If alleged wrongdoing by an employee is substantiated through an investigation, the employee will be subject to disciplinary action up to and including dismissal as determined by the CEO in consultation with Legal and Human Resources.

Tracking and Reporting

The Auditor General will track and Exhibition Place will report annually to the Board of Governors on the disclosure, investigations, and resolution of allegations of wrongdoing.

Reprisal Protection

No person shall take a reprisal against an employee because the employee:

- has sought information or advice about making a disclosure about wrongdoing
- has made a disclosure about wrongdoing in good faith
- has acted in compliance with the Disclosure of Wrongdoing and Reprisal Protection provisions
- has initiated or co-operated in an investigation or other process related to a disclosure of wrongdoing
- has appeared as a witness, given evidence or participated in any proceeding relating to the wrongdoing, or is required to do so; has alleged or reported a reprisal
- is suspected of any of the above actions, reprisal protection may not be able to be extended to employees whose identity cannot be confirmed

Reporting and Investigating Reprisal

An employee who believes that they are the subject of a reprisal following a disclosure of wrongdoing shall notify Human Resources, CEO, or the Auditor General immediately.

If the reprisal involves a Member of City Council or a Member of a Local Board, the employee shall notify the Integrity Commissioner immediately.

An employee informed of, or who becomes aware of a reprisal against an employee, has a duty to notify Human Resources, CEO, the Auditor General, or the Integrity Commissioner. Where Human Resources or CEO receives such disclosures, they will notify the Auditor General or Integrity Commissioner immediately and will undertake to ensure that the employee is protected from any further reprisal. Allegations of reprisal will be the subject of investigation.

The Auditor General will lead the investigations of alleged reprisals involving staff in consultation with the CEO. The CEO or designate will lead the investigations of alleged reprisals involving Members of City Council or Members of Local Boards.

Following an Investigation of Reprisal

Where the investigation substantiates the allegations of reprisals, the Auditor General will inform the CEO, and the employee(s) involved will be subject to disciplinary action up to and including dismissal as determined by the CEO, or in consultation with Legal and Human Resources.

The CEO will consult with Human Resources and Legal to determine and take appropriate actions to stop, reverse, or remedy a reprisal against an employee.

Exhibition Place

Policy Name	Policy Type
Domestic or Sexual Violence Policy	**Employee**
Original Date	**Revision Date**
June 1, 2018	**December 8, 2020**

Policy Statement

Exhibition Place provides Domestic or Sexual Violence job-protected leave of absence which provides up to ten (10) days, and fifteen (15) weeks in a calendar year of time off to be taken for specific purposes when an employee or an employee's child has experienced or been threatened with domestic or sexual violence. The first five (5) days of leave taken in a calendar year are paid, and the rest are unpaid.

This leave shall be administered in accordance with the Employment Standards Act, 2000 (ESA, 2000).

Application

This policy applies to all employees who have been employed for thirteen (13) consecutive weeks.

Definitions

Child

A child, step-child, foster child, or child who is under legal guardianship, and who is under eighteen (18) years of age.

Week

A period of seven (7) consecutive days beginning on Sunday and ending on Saturday.

Conditions

An employee make take this leave if the employee or the employee's child has experienced or been threatened with domestic or sexual violence, and the leave is taken for any of the following purposes:

- to seek medical attention for the employee or the child of the employee because of a physical or psychological injury or disability caused by the domestic or sexual violence
- to access services from a victim services organization for the employee or the child of the employee
- to have psychological or other professional counselling for the employee or the child of the employee
- to move temporarily or permanently
- to seek legal or law enforcement assistance, including making a police report or getting ready for or participating in a family court, civil or criminal trial related to or resulting from the domestic or sexual violence

An employee is not entitled to this leave if the employee committed the domestic or sexual violence.

Employees are entitled to up to ten (10) full days of Domestic or Sexual Violence Leave every calendar year, whether they are employed on a full-time or part-time basis. There is no pro-rating of the ten (10) day entitlement. An employee who begins work partway through a calendar year is still entitled to ten (10) days during the remainder of that year.

The ten (10) days of domestic of sexual violence leave do not have to be taken consecutively, they can be taken in half days, full days, or in periods of more than one (1) day. In cases where the employee takes half of a day, Exhibition Place will pay for hours worked, and hours worked will be included for the purpose of determining whether overtime was worked or a daily or weekly limit on hours of work was reached.

Employees are also entitled to take up to fifteen (15) weeks of Domestic or Sexual Violence Leave within a calendar year for the purposes set out above, which can be taken consecutively or separately.

The employee may take the leave for periods less than a full week (e.g. single days, beginning, middle, or end of a week), but if they do, they are considered to have used up one (1) week of their fifteen (15) week entitlement. If the employee is on leave for two (2) or more periods within the same week (e.g. Monday and Thursday of the same week), only one (1) week of the fifteen (15) week entitlement is used up.

Employees cannot carry over unused Domestic or Sexual Violence Leave days to the next calendar year.

Exhibition Place will not require the employee to take an entire week of leave if the employee only wants to take leave for a single day(s), if the employee wishes to return to work, they will be accommodated.

The first five (5) days of Domestic or Sexual Violence Leave taken in a calendar year must be paid, and the remaining days will be unpaid. The first five (5) days are to be paid whether the employee takes leave from the fifteen (15) week entitlement or the ten (10) day entitlement.

If an employee is scheduled to work a shift which will include overtime hours, and they miss all or part of the shift to take paid Domestic or Sexual Violence Leave, the employee will be entitled to the regular hourly rate only, not the overtime rate.

If an employee is scheduled to work a shift which will normally be paid at a higher rate due to a shift premium, and the employee misses all or part of the shift to take paid Domestic or Sexual Violence Leave, the employee will be entitled to the regular hourly rate only, not the regular hourly rate plus the shift premium.

If the employee or child of the employee experiences domestic or sexual violence, or threat of domestic or sexual violence, then leave can be taken for any of the following reasons:

- to seek medical attention for the employee or child of the employee in respect of a physical or psychological injury, or disability caused by the domestic or sexual violence
- to obtain services from victim services organization for the employee or the child of the employee
- to obtain psychological or other professional counselling for the employee or the child of the employee
- to relocate temporarily or permanently

- to seek legal or law enforcement assistance including preparing for or participating in any civil or criminal legal proceeding relating to or resulting from the domestic or sexual violence
- such other purposes as may be prescribed

Exhibition Place can request evidence reasonable in circumstances

Requests for the fifteen (15) week Domestic or Sexual Violence Leave must be in writing to the Department/Division Head or designate.

The leave will not be granted if the domestic or sexual violence is committed by the employee.

Implementation

If an employee plans to take one (1) or more days from the ten (10) day period, the employee must inform their Department/Division Head or designate in advance of scheduling the days. If the employee is unable to provide advanced notice, the employee must contact the Department/Division Head or designate as soon as possible after starting the leave. The first five (5) days of the leave are paid, and the remainder of the leave is unpaid.

If an employee plans to take one (1) or more weeks or part weeks from the fifteen (15) week entitlement, the employee must inform their Department/Division Head or designate or Human Resources in writing before the leave is taken. If the employee is unable to provide notice before leave starts, notice must be given in writing as soon as possible after starting the leave. An employee who does not give notice does not lose their right to the leave.

The employee does not have to use the ten (10) day leave first.

For both types of leave, the employee has to give written notice to the Department/Division Head or designate that they are taking the leave every time it is taken.

Exhibition Place may request the employee for proof, and an employee may be required to provide evidence reasonable in the circumstances that they are eligible to take Domestic or Sexual Violence Leave.

The employee will notify their Department/Division Head or designate or Human Resources in writing of their request for this unpaid leave.

The Department/Division Head or designate will initiate a change form, and send the change form, letter, and doctor's note to Human Resources.

Human Resources will notify Payroll Services, and update the ADP Time and Attendance Program.

Benefits

Basic benefits coverage (health, dental, group life insurance, STD, and LTD) will continue for eligible employees during this leave and Exhibition Place will continue to pay the premiums.

Employees are responsible for any premiums that they would normally pay for benefits that are not covered by the basic plan (e.g. optional life insurance).

Pension

Employees who participate in the OMERS plan will be eligible to purchase pension service credits for the leave period upon their return to work from the leave, and Exhibition Place will match these contributions.

Salary

Salary increases will be applied in accordance with the Annual Performance Review Guidelines, had the employee been actively working during the leave and applied to their base salary upon their return to work.

Vacation

Where applicable, employees will continue to earn vacation credits for the duration of the leave.

Exhibition Place

Policy Name	Policy Type
E-Cigarette Use in Exhibition Place Workplace Policy	**Employee**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

Exhibition Place provides a safe and hazard-free environment that includes clean air. This policy sets out the restrictions on the use of E-cigarettes in the Exhibition Place workplace.

Application

This policy applies to all employees.

Definitions

E-Cigarette Use

Smoking or vaping of e-cigarettes.

Electronic Cigarette / E-Cigarette

An electronic cigarette (electronic smoking device, water vapor cigarette, and/or hookah/shisha pen) is a battery operated device that mimics the use, and sometimes appearance and taste of a conventional cigarette, but does not contain tobacco. When inhaled, an atomizer heats a cartridge which contains a liquid solution (also called the 'e-liquid') of water, flavouring, and sometimes nicotine in a base of propylene glycol and vegetable glycerine. This usually produces a vapour (or aerosol) that resembles cigarette smoke.

Use of Electronic Smoking Devices

Use of electronic cigarettes includes any of the following:

- inhaling vapour from an electronic cigarette
- exhaling vapour from an electronic cigarette
- holding an activated electronic cigarette (‘utilizer’)

Workplace

Any Exhibition Place land, premises, location, or thing at, upon, in or near where a worker works.

Conditions

E-cigarettes are not to be used in any Exhibition Place workplace that are currently designated as smoke-free, either through provincial or municipal laws, except in the case of an employee who is using an approved smoking cessation medication, such as a nicotine replacement therapy inhaler in the form of an e-cigarette.

Implementation

All employees have the shared responsibility for supporting and adhering to this policy. The Department/Division Head or designate is responsible for ensuring employees are aware of and have read this policy, and will be the first point of contact for employees seeking policy clarification. Applicable Legislation: *Smoke-Free Ontario Act, S.O. 1994, c. 10*, City of Toronto Municipal Code Chapter 709, Smoking By-law No. 1642-2013, *Ontario Occupational Health and Safety Act, R.S.O., 1990, c.01.*

Exhibition Place

Policy Name	Policy Type
E-mail Policy	**Employee**
Original Date	Revision Date
January 1, 2017	**December 8, 2020**

Policy Statement

Exhibition Place governs the use of the corporate electronic e-mail system.

Application

This policy applies to 'Authorized Users' including 'Remote Access Users' who access the electronic e-mail system through a local connection or by remote access.

Definitions

Archiving Messages

Electronic mail context occurs when a message is removed from the on-line mailbox and stored on another storage device.

Authorized Users

Individuals who have been given permission to use Exhibition Place's information and technology resources, and includes Remote Access Users.

Corporate Record

An e-mail that shows evidence of a business transaction, decision, or the sharing of corporate information in the course of daily business operations and provisions of services.

Data Transfer

The movement of information or data from one information technology resource to another regardless of the method of transfer.

E-mail & Electronic Mail

Will be used interchangeably. Electronic mail often referred to as e-mail, is a paperless form of communication. E-mail includes anything that is in a user's mailbox including:

- messages with attachment(s), appointments, tasks, notes, contacts, phone messages, and address book information

Forging

An e-mail is using an unauthorized or false name to send mail, altering a message, or creating a false status response.

Information and Technology Resources (I&T Resources)

Included but are not limited to: desktop computers, monitors, printers, notebooks, tablet computers, surface computers, handheld computers, scanners, computer peripherals such as CDRW drives, DVDRW drives, zip drives, digital projectors, peripherals such as storage devices, power supplies, personal digital assistants (PDA's), network devices software such as corporate software, off-the-shelf software packages, software covered by enterprise license agreements, volume license agreements (including maintenance and support), data created using any of the Exhibition Place's I&T Resources, Internet access, e-mail,

telephones, voice mail, facsimile machines (if connected to Exhibition Places computer network), photocopiers (if connected to the computer network), and mobile devices.

Information & Technology and I&T Resources

Will be used interchangeably.

Municipal Freedom of Information and Protection Privacy Act & Personal Health Information Act

Will be referred to as the *Acts*.

Personal Information (includes personal health information)

Recorded information about an identifiable individual. For a more detailed definition, refer to the *Municipal Freedom of Information and Protection of Privacy Act*.

Records

Information however recorded or stored, whether in printed form, film, electronic means or otherwise, and includes documents, financial statements, minutes, accounts, correspondence, memoranda, plans, maps, drawings, and photographs.

Remote Access Users

Authorized Users who have permission by way of an authorized form with an explanation from a Department/Division Head or designate to access the internal network from a remote location outside of the normal office environment regardless of the connectivity method.

Transitory Mail

Typically information that has a temporary usefulness and does not need to be kept once immediate usage has expired. Transitory mail is information not required to document Exhibition Place business.

User Monitoring

Recording, accessing, reviewing, or analyzing an Authorized User's activity on or use of I&T Resources. This may include review of data files, e-mails, information sent from, received by, or stored on the I&T Resources, as well as, data, files, emails, and information deleted by a User but backed up by the network system.

Conditions

1. General

- Authorized Users must comply with this policy.
- All Authorized Users are responsible for their use of the corporate e-mail system during business hours and non-business hours.
- All Authorized Users are responsible for managing their e-mail.
- All information created, acquired, or maintained by Authorized Users is deemed to be a corporate asset, and as such is the property of Exhibition Place.
- All Authorized Users must take reasonable measures to ensure that e-mail is not transmitted to unnecessary or unintended recipients.

- Reassigning ownership of a generic mailbox (e.g. help@explace.on.ca) must be approved by the Department/Division Head or designate that owns the account and the request made in writing.
- Requests to create, modify, suspend, or delete an e-mail account must be made by the Department/Division Head or designate.
- On the direction of the Department/Division Head or designate, only the IT/Telecommunications Manager or designate can create, modify, suspend, or delete e-mail accounts.
- Requests to access an employee's e-mail account for business purposes without their knowledge must be made in writing to the Department/Division Head or designate by the employee.

2. Inactive Accounts

All Authorized Users are required to make reasonable efforts to ensure that their business related e-mails have been managed appropriately prior to their account being made inactive (e.g. leaving their employment, extended leaves, etc.). In addition, the Department/Division Head or designate should also confirm with the Authorized User that business related e-mails have been archived appropriately prior to the account being recorded as inactive.

3. Prohibited Uses or Unlawful and Unacceptable Use

All Authorized Users are expected to use e-mail as a business tool and carefully consider the implications of their actions prior to using the e-mail system, and if uncertain should contact their Department/Division Head or designate or IT/Telecom for advice and clarification.

In addition to the prohibited and unacceptable uses described in the "Information and Technology Acceptable Use Policy", e-mail specific prohibited and unacceptable uses include but are not limited to the following:

- Transmission of an anonymous e-mail
- Forging any part of an e-mail
- Sending personal broadcasting messages
- The creation of a rule to automatically reply to Internet e-mail messages is not permitted unless authorization has been received, the e-mail account was created to satisfy business requirements, and the e-mail address has been published for the convenience of the general public
- The creation of a rule to automatically forward e-mail

Implementation

1. Managing E-Mail Records

- The management of e-mail is to be consistent with the Records Management Policy.
- Business related e-mail messages are considered Exhibition Place records, while informal, transitory, and spam e-mail messages are not considered records.
- E-Mail (i.e. the message header, message content, attachments, and messaging content information) is a corporate record when it shows evidence of a business transaction, decision, or the sharing of corporate information in the course of daily business operations and provisions of services.

- Authorized Users sending or receiving business related e-mail must recognize their importance as records, and take appropriate actions to manage them responsibly.
- The *Acts* apply to e-mail records.
- The e-mail system does not have the capability to act as a records retention system, and therefore should not be considered a document/records management system.

2. Confidentiality and Privacy Consideration

- Confidentiality (MFIPPA)
  - The MFIPPA provides any person with a legal right of access, to any record in Exhibition Place's custody or control, regardless of media or format, limited by specific mandatory and discretionary exemptions. Every Authorized User must consider the consequences of:
    - sending personal/sensitive information to the wrong e-mail account; and
    - a privacy breach should an unauthorized user or third-party intercept and read the e-mail message.
  - All Authorized Users are responsible for using appropriate safeguards when sending and receiving sensitive personal or confidential information by e-mail. All Authorized Users must balance the need to protect personal information against the urgency and business need for sending the information by e-mail. Users must consider using alternative forms of communication (e.g. verbal or hard copy) when dealing with sensitive business, refer to the person as the 'employee' or 'client' instead of using their name.
- Employee Authorization
  - An employee may grant permission to authorized staff to access their mailbox to facilitate the resolution of problems.
- Business Requirement
  - Department/Division Head or designate may access an employee's e-mail account when:
    - Management needs to temporarily perform the duties of an employee when he/she is ill or to resolve a business crisis when the employee cannot be reached.
    - Exhibition Place is required by law to supply records of correspondence on a particular matter.
  - Should a user's e-mail account be accessed, the user will be notified by the Department/Division Head or designate as soon as possible. Refer to the Information & Technology Acceptable Use Policy on Privacy Considerations and User Monitoring for guidance on any business requirements not outlined here.
- Protection of the Integrity of the Electronic Mail System
  - Upon the direction of the Department/Division Head or designate, the IT/Telecommunications Manager has the right to access an e-mail account if the account poses a threat to the integrity of the email system.

3. Consequences of Non-compliance

- Failure to comply with this policy may result in disciplinary action up to and including dismissal.

4. **Roles & Responsibilities**
   - All Authorized Users are responsible for:
     - Reading, understanding, and complying with the policy
     - All e-mail sent under their name
     - Protecting their passwords
     - Using e-mail responsibly and appropriately
     - Guarding against unauthorized access to their e-mail account by closing the e-mail account when away from their desk, and when leaving at the end of the business day
     - Managing mailbox size by identifying and deleting personal and transitory messages regularly
     - Requesting clarification through their Department/Division Head or designate if they have any concerns regarding compliance
5. **CEO and General Managers are responsible for:**
   - Authorizing and requesting access to e-mail messages and file attachments if there is a legitimate need, or when investigating misuse or violation of this policy.

6. **Department/Division Head or designate is responsible for:**
   - Ensuring Authorized Users have read the policy
   - Being the first point of contact for Authorized Users when seeking clarification of this policy
   - Performing initial investigation of suspected E-Mail Policy violations and reporting to the CEO
   - Reassigning ownership of generic e-mail accounts and public distribution lists, if designated owner is no longer able to perform the role
   - Authorizing the creation of e-mail accounts, requesting timely removal of access, and deletions for temporary or contracted users
7. **IT/Telecommunications Manager as directed by the Chief Financial Officer & Corporate Secretary is responsible for:**
   - The security and integrity of the e-mail system
   - Accessing e-mail accounts if the account poses a threat to the integrity of the e-mail system
   - Accessing e-mail accounts if authorized by an employee to resolve a technical problem
   - Notifying the user as soon as possible if their account has been accessed unless there is an investigation underway
   - Creating, modifying, enabling/disabling, and deleting e-mail accounts
   - Tracking unused or dormant accounts
8. **Information & Technology Authorized Staff is responsible for:**
   - Handling requests to create, modify, enable, disable, or delete e-mail accounts
   - Providing instructions for using the features of the e-mail system
   - Resetting passwords for e-mail accounts

9. Representative for Corporate Access & Privacy is responsible for:

- Providing advice and direction regarding the legal rights of access to information and privacy protection contained in MFIPPA and PHIPA

Exhibition Place

Policy Name	Policy Type
Employment Equity Policy	**Employee**
Original Date	Revision Date
January 1, 2017	**December 8, 2020**

Policy Statement

Exhibition Place commits to a policy of fairness and full equity in employment and services in recognition of its obligations and responsibilities as an employer, and of its leadership role in the community. The citizens of Toronto are best served by a public service which reflects the diversity of the community which it serves. This will be achieved through employment equity programs that remove barriers and monitor outcomes rather than by establishing requirements to precisely reflect the percentage of designated groups in the community.

Exhibition Place will:

- Hire and promote on the basis of merit and potential
- Compensate fairly according to the value of the work performed
- Set objectives for equitable representation
- In consultation with the City, develop a proactive equity plan which will include special programs to support the objectives
- Provide mechanisms for measuring and monitoring outcomes and results
- Publicly report results through an Annual Report
- Create a climate of understanding and mutual respect for the dignity of each individual

Full equality will be achieved through the combined efforts of Exhibition Place, its employees, its unions, and the community. Specifically, Exhibition Place will consider the implementation of:

- equality of opportunity to all individuals, and identify and remove artificial and systemic barriers to full employment with respect to an employees' or potential employees' race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, age, record of offences, marital status, family status, disability, and level of literacy
- principles of potential and merit as key criteria for hiring and promotion, which will make the best use of the talents of all available workers regardless of their gender, sexual orientation, disability, racial status, or Aboriginal status
- equitable compensation practices consistent with pay equity requirements
- collaboration with its employees, its unions, community organizations representing women, racial minority people, people with disabilities, Aboriginal people, and other groups in the development of strategies and special initiatives to promote equity in the workplace
- special programs and accommodation as required to assist specific groups of workers to overcome discrimination, and the barriers of systemic discrimination
- proactive strategies by establishing qualitative and quantitative objectives specific to equity principles
- education of its employees on equity principles

- public education programs regarding Exhibition Place's commitment to equity principles

Application

This policy covers all employees and prospective employees of Exhibition Place, and takes into account issues regarding protection of privacy and freedom of information.

Definitions

N/A

Conditions

N/A

Implementation

Exhibition Place's Employment Equity Program will consist primarily of the following components:

- communication about equity principles, practices, and programs
- policy review and development on equity issues (i.e. work and family life initiatives which highlight corporate policies and department practices)
- consultation, input, and support to the collective bargaining process
- advice and support to departments on the development and implementation of special programs (i.e. training programs for women interested in pursuing a career in non-traditional work - contracts/purchasing), initiatives (i.e. support groups), equity reports (i.e. equity plans), reviews (i.e. employment systems reviews), barrier removal (i.e. accommodation measures), supportive measures (i.e. retention, retraining, deployment), and positive measures outreach
- for the purpose of identifying barriers and improving process, monitor, provide input, and make recommendations on the recruitment, selection, promotional, and appointment processes and outcomes when required
- support and advice to established equity committees and task forces on equity related issues and subjects
- input on staff development and training programs
- exchange of information via networks at other municipal, provincial, and federal levels, and with community agencies

To support the implementation of the employment equity policy and specific program components, Exhibition Place will engage in the following activities:

- Conduct voluntary employment equity surveys with workforce and applicants
- Re-establish and maintain confidential employment equity databases
- Consult with the City Office of Equity, Diversity, and Human Rights, as required

Exhibition Place

Policy Name	Policy Type
Employment of Relatives Policy	**Employee**
Original Date	Revision Date
January 1, 2017	**December 8, 2020**

Policy Statement

Exhibition Place recognizes that conflict and bias can arise from situations where relatives work together, and discourages the appointment of a relative of a current employee where such conflict and bias could result. This policy provides direction to the Department/Division Head or designate so these situations can be avoided.

Application

This policy applies to all employees.

Definitions

Relative

A relative is defined as:

- spouse, common-law, same-sex spouse
- parent, step-parent, legal guardian
- child, step-child
- sibling, children of siblings
- father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law
- any family member who lives with the employee on a permanent basis

Conditions

Supervisory Relationship

A supervisory relationship exists even though there are levels of supervision in between two employees who are relatives.

A supervisory relationship is an employment relationship where one relative has direct or indirect authority over a relative's employment through decisions, recommendations, judgments, or influence for:

- approval/denial of increments/performance pay
- assignment and approval of overtime
- negotiation of salary level
- the conduct of performance appraisals discipline
- the assignment or direction of work assignments
- the approval of leaves of absence

Recruitment and Appointment

A situation may arise through external recruitment or internal promotion, transfer, and acting assignments where the successful candidate could be a relative of an employee:

- already within the same work unit
- within a work area where any form of direct or indirect supervision would exist over a relative

Candidates or employees must tell the hiring panel if placement in the position they have applied for would put them in a supervisory relationship with a relative.

If such a situation arises, the Hiring Manager and Human Resources must inform the Department/Division Head or designate in order to determine if the appointment of an employee could be perceived as a potential conflict of interest.

If the Department/Division Head or designate decides the hiring or transfer would result in or has the potential to result in a conflict of interest, a candidate will not be hired or be permitted to transfer into the work area where a relative is currently employed.

Selection process

An employee must not participate in any part of the selection process where the applicant is a relative. The selection process includes screening applications, interviews, and reference checking.

Implementation

Supervisory Relationship

A supervisory relationship exists even though there are levels of supervision in between two employees who are relatives. When related employees are aware they are working in positions that put them in a supervisory relationship with each other they must declare a conflict in writing to their Department/Division Head or designate.

When a conflict arises where an employee is in a supervisory relationship to a relative, the Department/Division Head or designate must discuss reassignment options with the employees involved. The Department/Division Head or designate should consult with Human Resources to resolve this issue. If available, possible solutions could include:

- offering the employee a permanent alternate position
- placing the employee on a temporary assignment
- transferring the employee to a comparable position in another Department/Division

The preferences of the employees should be taken into account when considering any of these options. If the employee rejects all of the above options, the Department/Division Head or designate should make the final decision. Although these situations are sometimes difficult to resolve, the Department/Division Head or designate should address this issue as soon as possible after it arises, and seek to remedy the conflict promptly.

Recruitment and Appointment

In situations where the conflict or potential conflict involves hiring or transfer of a relative, and where in the opinion of the Department/Division Head or designate the concern has sufficient validity, the relative will not be hired or transferred.

Other Considerations

Close personal relationships can cause problems in the selection process and in reporting relationships. Employees who find themselves in this situation should be sensitive to perceptions and guide themselves according to rules set in the Conflict of Interest and Confidentiality Policy.

Exhibition Place

Policy Name	Policy Type
Employment Reference Policy	**Employee**
Original Date	Revision Date
January 1, 2017	**December 8, 2020**

Policy Statement

Exhibition Place acknowledges that references are an important and integral part of the selection process, and ensures that procedures for the collection and disclosure of reference information are practiced consistently as set out in this policy throughout the organization.

Application

Human Resources staff and any other employees or individuals retained by Exhibition Place to be involved in the hiring process.

Definitions

Referee

An individual who provides a reference for a candidate.

Reference

Information concerning a person's qualifications, past work performance, and employment history that is provided to a prospective employer by a current or former employer.

Conditions

Checking Candidate References

Reference checks should be undertaken for all competitions. This applies to internal and external hiring at all levels within the organization. In instances where the successful candidate is an internal candidate, a reference check may not be required; however, documentation communicating knowledge of satisfactory past performance must be placed in the hiring file.

Reference questions must be related to the key competencies and qualifications of the job. At least two reference checks are required to be completed for every external hire. A minimum of one reference check may be required for every internal hire. All employment reference information must be documented and form part of the hiring file.

References are considered only when they are from recent employers or other appropriate sources such as teachers or volunteer organizations for candidates without previous work experience.

Employment references for each hiring process should be conducted using similar questions. The questions for checking references are to be related to the job, and therefore will not be the same questions for each job.

Any information that has been given as a reference will only be disclosed to the candidate with the written consent of the referee. Reference information may not be disclosed if requested under a Freedom of Information request as most employment related information falls outside the scope of the *Municipal Freedom of Information and Protection of Privacy*

Act (MFIPPA). The person responsible for performing reference checks on behalf of Exhibition Place must have sufficient expertise in reference checking, and be aware of the legal and other relevant issues before contacting references. They should also inform external referees of the relevant requirements when they are contacted for references. These requirements include the following principles:

- reference checks should be done only for the finalists in a competition after the assessment process is completed
- the applicant's written consent for each individual referee must be provided before any reference check is done

Providing References for Current or Former Employees

Individuals who provide references on behalf of Exhibition Place must be knowledgeable about any prohibited grounds of discrimination identified under the Human Rights Legislation. These requirements include the following principles:

- before disclosing reference information about a former employee, the referee must seek the individual's written permission
- when giving references any information disclosed is honest, objective, accurate, and free of malicious intent
- due care must be exercised when disclosing information to ensure that it is factual and not the result of rumour or hearsay
- the only information sought or disclosed is that which is relevant to the requirements of the job

When employees are asked to provide a reference for a current or former employee they should respond to the request and take the following steps:

- Ask to see the candidate's written consent before disclosing any information
- Gather the most current information about the candidate such as performance documents
- Ensure that any information disclosed is factual, objective, given without malice, and not based on rumour or others opinions
- Offer only facts and opinions that are related to the job that the candidate is applying for, and not disclose any irrelevant or personal information even if asked
- Make and keep notes on the information disclosed

Implementation

Human Resources staff will provide, if required, all internal and external applicants who are screened into the final assessment stage of the hiring process with a reference consent form.

Reference checks are conducted by Human Resources staff or any party hired to run the selection process (e.g. executive hiring consultants).

If an employee is providing a reference and have any doubts or concerns about what information can or should be disclosed, they should contact Human Resources.

Exhibition Place

Policy Name	Policy Type
Exemption to Start Rate and/or Benefits upon Appointment Policy	**Employee**
Original Date	**Revision Date**
December 8, 2020	

Policy Statement

Exhibition Place recognizes it can be difficult to find suitable and qualified candidates for certain positions, and that at times some flexibility is required. This policy provides Human Resources and the Hiring Manager the flexibility needed in extenuating circumstances to prepare a business case to offer a higher rate or offer benefits greater than the set norm.

Application

This policy applies to Permanent Employees.

Definitions

Permanent Employee

An employee hired for a full-time permanent position within the approved permanent staff complement for Exhibition Place.

Conditions

Exemptions may apply with the following criteria:

- grades 1-17
- candidate of choice exceeds the entry-level requirements identified for the position
- the Hiring Manager and Human Resources must demonstrate the difficulty to fill the position within the set grade, salary range, and benefits structure, and outline the extenuating benefits in hiring the particular candidate
- exemptions may be recommended for rate of pay, vacation entitlement, or a combination of both
- Chief Executive Officer can approve enhanced vacation entitlement up to the total maximum entitlement of six (6) weeks where warranted
- in some circumstances Exhibition Place may wish to retain a current employee, where salary and vacation may be offered for the retention purpose.

Implementation

Human Resources acting jointly with the Hiring Manager shall negotiate within the established grade, salary range, and benefit policy, and recommend an exception if it is warranted.

The exemption may be a higher pay rate, vacation entitlement, or a combination of the two.

In such circumstances Human Resources will complete the Exemption to Start Rate and/or Benefits upon Appointment Form, and prepare a business case with the Hiring Manager providing evidence as to why the exemption is warranted.

The completed form should be signed by the Director of the Division, General Manager, and the Chief Executive Officer.

Once the Exemption to Start Rate and/or Benefits upon Appointment Form is approved, the original form will be retained by Human Resources. Human Resources will prepare the offer letter and inform Finance and Payroll Services.

Exhibition Place

CORPORATE RECRUITING

EXEMPTION TO START RATE and/or BENEFITS UPON APPOINTMENT

When to use this form:

1. Candidate of Choice exceeds the entry-level requirements identified for the position (knowledge and experience as demonstrated in the attached application)
2. There is an established history demonstrating difficulty to fill the position
3. Vacation Entitlement Section (for Non-Union Candidate of Choice only)
4. Attach copy of Candidates Resumes, Job Posting, and Job Description
5. The rationale noted below demonstrates the requirement for negotiation (attach supporting documents to support rationale)

_____
_____
_____
_____
_____
_____

How to use this form:

BEFORE MAKING A VERBAL OFFER

1. Before making a verbal offer complete and obtain approval.
2. Provide back-up information for items 1 & 2.
3. Review and obtain
   (a) Director or General Manager's comment and approval
   (b) Chief Executive Officer's comment and approval
4. The Manager, Human Resources must consult with the Hiring Manager PRIOR to a verbal offer being made
5. Once all Signatures are obtained form to be retained by Human Resources

Position being filled:	**Posting Number:**
Salary Grade: Salary Range	
Number of Qualified Candidates:	Number of Candidates Interviewed:
Highest rate being paid to a current incumbent in same position - $	

Relative to the Current Recruiting Process:

Candidate of Choice - overall score _____ Next highest Candidate's overall score _____

Name of Candidate of Choice:

Wage & Benefits Provided by Current Employer:	SUGGESTED:
Pay rate:	**Rate of Pay to start:** **Grade Step Rate /hour** **(suggested start rate cannot exceed the rate currently paid to another incumbent in the same position)**
Benefits received:	**Benefits start date:**
For Non-Union Candidate only: *Vacation entitlement: days / wks per year*	***For Non-Union Candidate only:*** **Vacation entitlement to start: XX days / weeks per year**
NOT CURRENTLY EMPLOYED □	

Human Resources supporting rationale (See "When to use this form" above):

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

General Manager Approval - Signature & Date:

General Managers supporting rationale (See "When to use this form" above):

Chief Executive Officer Comment(s):

_____
_____
_____
_____
_____

_____

Chief Executive Officer Approval (Signature & Date)

Approved rate of pay: Salary Grade Rate agreed to

Approved Benefits start date:

Non-Union Candidate only – Vacation entitlement to start: days / weeks per year

HR Actions Required:

- ☐ Confirm approvals received
- ☐ Manager, HR consultation with Hiring Manager before a verbal offer is made to Candidate of Choice
- ☐ Prepare draft conditional offer letter for signature, reflecting approved conditions of employment
- ☐ File

Exhibition Place

Policy Name	Policy Type
Family Caregiver Leave Policy	**Employee**
Original Date	Revision Date
June 1, 2018	**December 8, 2020**

Policy Statement

Exhibition Place provides an unpaid, job-protected leave of up to eight (8) weeks per calendar year per specified family member.

Family Caregiver Leave may be taken to provide care or support to certain family members for whom a qualified health practitioner has issued a certificate stating that the family member have a serious medial condition.

Application

This policy applies to all employees.

Definitions

Family Member

A family member is defined as:

- spouse
- brother, brother-in-law, step-brother, sister, sister-in-law, step-sister of employee
- children, step-children, daughter-in-law, son-in-law, foster child of employee or employee's spouse
- parent, step-parent, mother-in-law, father-in-law, foster parent of employee or employee's spouse
- grandparent, step-grandparent of employee or employee's spouse
- grandchild, step-grandchild of employee or employee's spouse
- nephew or niece of employee or employee's spouse
- person who considers the employee to be like a family member
- relative of the employee who is dependent on employee for care or assistance
- spouse of a child of employee
- uncle or aunt of employee or employee's spouse

Specified family members do not have to live in Ontario for the employee to be eligible for family caregiver leave.

Medical Certificate

A written document from a Qualified Health Practitioner.

Qualified Health Practitioner

A person who is qualified and licensed to practice as a physician, registered nurse, or a psychologist, under the laws of the jurisdiction in which care or treatment is provided, a member prescribed class of health practitioners.

Spouse

The employee's married, common-law, or same-sex partner.

Week

A period of seven (7) consecutive days beginning on Sunday and ending on Saturday.

Conditions

Employees who wish to take Family Caregiver Leave must advise their Department/Division Head or designate in writing, and provide a copy of a Medical Certificate. The employee can start the leave without a medical certificate, but a medical certificate must be obtained and provided as proof to the Department/Division Head or designate. The employee is entitled to be on leave only when the employee is providing care or support to a specified family member.

If the employee is not able to provide notice before starting the leave due to the urgency of the situation, the employee should inform the Department/Division Head or designate in writing as soon as possible.

If an employee fails to provide a medical certificate the employee will not be entitled to the leave, and any of the protections afforded to employees of Family Caregiver Leave.

The certificate from the Qualified Health Practitioner must name the individual and state that the individual has a serious medical condition. There is no requirement that the note specify what the medical condition is, it only needs to state it is 'serious'. A serious condition can include conditions that are chronic or episodic. The employee is responsible for obtaining and paying the costs, if any, for obtaining the certificate.

If a medical certificate sets out a period during which the individual will have a serious medical condition, the certificate will support absences as Family Caregiver Leave during that period. If no period is set out, the certificate will support absences as Family Caregiver Leave from the date it is issued until the end of the calendar year in which it is issued.

A Family Caregiver Leave can last up to eight (8) weeks per calendar year for each specified family member, and can be taken consecutively or separately.

The employee may take leave for periods less than a full week (e.g. single days at the beginning, middle, or end of a week), but if they do, they are considered to have used up one week of their eight (8) week entitlement. If the employee is on leave for two (2) or more periods within the same week (e.g. Monday and Thursday of the same week), only one (1) week of the eight (8) week entitlement is used up. An employee can take an entire week of leave if the employee only wants to take leave for one (1) single day and work some days during the week.

Implementation

Employees who wish to take Family Caregiver Leave must advise their Department/Division Head or designate in writing, and provide a copy of a Medical Certificate. The employee can start the leave without a medical certificate, but a medical certificate must be obtained and provided as proof to the Department/Division Head or designate. The employee is entitled to be on leave only when providing care or support to a specified family member.

If the employee is not able to provide notice before starting the leave due to the urgency of the situation, the employee should inform the Department/Division Head or designate in writing as soon as possible.

If the employee is not sure when they will return to work, they should contact their Department/Division Head or designate at a later date to provide the return date.

The Department/Division Head or designate will initiate a change form, and send the change form, letter, and doctor's note to Human Resources.

Human Resources will notify Payroll Services, and update the ADP Time and Attendance Program.

Benefits

Basic benefits coverage (health, dental, group life insurance, STD, and LTD) will continue for eligible employees during this leave and Exhibition Place will continue to pay the premiums.

Employees are responsible for any premiums that they would normally pay for benefits that are not covered by the basic plan (e.g. optional life insurance).

Pension

Employees who participate in the OMERS plan will be eligible to purchase pension service credits for the leave period upon their return to work from the leave, and Exhibition Place will match these contributions.

Salary

Salary increases will be applied in accordance with the Annual Performance Review Guidelines, had the employee been actively working during the leave and applied to their base salary upon their return to work.

Vacation

Where applicable, employees will continue to earn vacation credits for the duration of the leave.

Exhibition Place

Policy Name	Policy Type
Family Medical Leave Policy	**Employee**
Original Date	**Revision Date**
June 1, 2018	**December 8, 2020**

Policy Statement

Exhibition Place provides an unpaid job-protected leave of absence for up to twenty-eight (28) weeks to employees who need to provide care and support to a family member who has a serious medical condition with a significant risk of dying within a period of twenty-six (26) weeks.

The leave will be administered in accordance with the *Employment Standards Act, 2000 (ESA, 2000).*

Application

This policy applies to all employees.

Definitions

Family Member

A family member is defined as:

- spouse
- brother, brother-in-law, step-brother, sister, sister-in-law, step-sister of employee
- children, step-children, daughter-in-law, son-in-law, foster child of employee or employee's spouse, child under legal guardianship of employee or employee's spouse
- parent, step-parent, mother-in-law, father-in-law, foster parent of employee or employee's spouse
- grandparent, step-grandparent of employee or employee's spouse
- grandchild, step-grandchild of employee or employee's spouse
- nephew or niece of employee or employee's spouse
- person who considers the employee to be like a family member
- relative of the employee who is dependent on employee for care or assistance
- spouse of a child of employee
- spouse of employee's grandchild, uncle, aunt, nephew, or niece
- uncle or aunt of employee or employee's spouse

Specified family members do not have to live in Ontario for the employee to be eligible for family caregiver leave

Medical Certificate

A written document from a Qualified Health Practitioner.

Provide Care and Support

Providing psychological or emotional support, arranging for care by a third party provider, or directly providing or participating in the care of the family member.

Qualified Health Practitioner

A person who is qualified and licensed to practice as a physician, registered nurse, or a psychologist, under the laws of the jurisdiction in which care or treatment is provided, a member prescribed class of health practitioners.

Spouse

The employee's married, common-law, or same-sex partner.

Week

A period of seven (7) consecutive days beginning on Sunday and ending on Saturday.

Conditions

Employees must provide a Medical Certificate to their Department/Division Head or designate or Human Resources from a Qualified Health Practitioner stating that the employee's family member has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks or less. The certificate can either be a copy of the certificate used for EI purposes or a note from the Qualified Health Practitioner with the relevant information.

Employees who are requesting a leave under this policy for a person considered to be 'like a family member' must provide Exhibition Place with a copy of the documentation provided for the purposes of claiming Employment Insurance (EI) benefits, and state the employee is considered to be 'like a family member'.

The Department/Division Head or designate or Human Resources may ask the employee for a copy of the Medical Certificate, in the situation where the employee is not entitled to EI benefits due to insufficient insurable hours.

Implementation

The employee will notify their Department/Division Head or designate or Human Resources in writing of their request for this unpaid leave. The employee must provide a Medical Certificate to their Department/Division Head or designate or Human Resources from a Qualified Health Practitioner stating that the employee's family member has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks or less.

If the employee is not able to provide notice before starting the leave due to the urgency of the situation, the employee should inform the Department/Division Head or designate in writing as soon as possible.

An employee is entitled to a leave of absence without pay of up to twenty-eight (28) weeks within a fifty-two (52) week period from the date of the Medical Certificate. The twenty-eight (28) weeks of a Family Medical Leave do not have to be taken consecutively, the employee may take a leave in periods of weeks.

An employee may take the Family Medical Leave within the twenty-six (26) week period specified in the Medical Certificate. In the event the leave extends past the date on the Medical Certificate, a new Medical Certificate must be provided.

The employee may remain on a leave for twenty-eight (28) weeks or the last day of the week in which the family member dies.

The Medical Certificate can either be a copy of the certificate used for EI purposes or a note from the Qualified Health Practitioner with the relevant information. Employees collecting EI benefits must submit confirmation that their leaves have been approved by EI, and send copies of EI pay stubs to Payroll Services as soon as they are received.

If the employee is not sure when they will return to work, they should contact their Department/Division Head or designate at a later date to provide the return date.

The Department/Division Head or designate will initiate a change form, and send the change form, letter, and doctor's note to Human Resources.

Human Resources will notify Payroll Services, and update the ADP Time and Attendance Program.

Salary

Salary increases will be applied in accordance with the Annual Performance Review Guidelines.

Benefits

Basic benefits coverage (health, dental, group life insurance, STD, and LTD) will continue for eligible employees during this leave and Exhibition Place will continue to pay the premiums.

Employees are responsible for any premiums that they would normally pay for benefits that are not covered by the basic plan (e.g. optional life insurance).

Pension

Employees who participate in the OMERS plan will be eligible to purchase pension service credits for the leave period upon their return to work from the leave, and Exhibition Place will match these contributions.

Salary

Salary increases will be applied in accordance with the Annual Performance Review Guidelines, had the employee been actively working during the leave and applied to their base salary upon their return to work.

Vacation

Where applicable, employees will continue to earn vacation credits for the duration of the leave.

Exhibition Place

Policy Name	Policy Type
Frozen Sick Bank Policy	**Employee**
Original Date	Revision Date
January 1, 2017	**December 8, 2020**

Policy Statement

Exhibition Place acknowledges that there are a number of employees who have a frozen sick bank.

Application

This policy applies to employees who were enrolled in a sick bank plan as of March 1, 2008, and have their banks frozen.

Definitions

Frozen Sick Bank

Bank of frozen sick days that may be accessed for salary top-up purposes.

Sick Pay Gratuity

Payment of Frozen Sick Bank upon termination (without cause) or retirement.

Conditions

Frozen Sick Bank – Sick Pay Gratuity

Employees who had over ten (10) years of service as of March 1, 2008 may be entitled to a sick pay gratuity upon termination or retirement. The payment will be made based on the following:

- Number of frozen days in their bank at the date of termination or retirement
- Service as of March 1, 2008
- Salary at the date of termination or retirement
- For employees on LTD at termination or retirement, the payment will be based on the employee's salary at the time the LTD came into effect

Upon termination or retirement, an employee will receive an amount equal to half the cumulative sick pay credits up to a limit of six (6) calendar months, depending on years of service as follows:

- Ten (10) or more years but less than fifteen (15) years of service – maximum payment of three (3) months salary
- Fifteen (15) or more years but less than twenty (20) years of service – maximum payment of four (4) months salary
- Twenty (20) or more years but less than twenty-five (25) years of service – maximum payment of five (5) months salary
- Twenty-five (25) or more years of service – maximum payment of six (6) months salary

Frozen Sick Bank – Salary Continuation

All eligible employees may use their frozen sick bank days as salary continuation rather than taking it as a lump sum payment upon termination or retirement up to the maximum of six (6) months. An employee using frozen sick days as salary continuation will continue to receive their active Health, Dental, Group Life, and Accidental Death & Dismemberment coverage.

Frozen Sick Bank – Top-up Salary Protection

Credits in the frozen sick bank may be used to top-up salary protection from 75% to 100%. If an employee exhausts the twenty-six (26) weeks provided for in the STD plan and are not in receipt of LTD benefits, they may access their frozen sick days. If an employee is approved for an LTD benefit, they may still choose to utilize their frozen sick bank instead of accessing the LTD coverage. It will however be deemed that the employee is off on a LTD benefit with their salary being completely offset by their frozen sick bank coverage. All terms, conditions, requirements, and timeframes will apply from the LTD approval date.

Implementation

Employees who wish to access their frozen sick bank for salary top-up, sick pay gratuity, or salary continuation purposes must submit their requests in writing stating:

- Salary top-up purposes - the date they want to start using their frozen sick bank
- Sick pay gratuity purposes - the date they want the payment made, and the format in which the payment is to be made (e.g. paid directly to employee or transfer to an RRSP)
- Salary continuation purposes - the date they want to commence salary continuation and their proposed retirement date

The frozen sick pay gratuity will be based on the employee's regular rate of pay at the time of termination (without cause) or retirement unless the employee has been in an acting assignment for more than one (1) year. In the event the employee has been in an acting assignment for more than one (1) year at the time of termination (without cause) or retirement, the frozen sick pay gratuity will be based on the employee's alternate rate.

Guidelines

Employee A - Retires before December 31st and requests salary continuation

- Continues on payroll using accumulated/accrued vacation as of date of retirement.
- Frozen sick bank will be paid bi-weekly as salary continuation the following calendar year.
- Vacation will not be earned and does not accumulate while on salary continuation, and lieu time cannot be used for salary continuation purposes. Any lieu time owing will be paid out with the final pay.
- An Annual Performance Appraisal is not conducted in the following calendar year, and a Performance Financial Reward and Re-earnable Performance Reward will not be awarded.
- All monies paid for vacation, lieu time, and/or salary continuation in the following year will be paid at the previous year's salary rate.

Employee B - Retires after January 1st and requests salary continuation

- Continues on payroll using accumulated/accrued vacation as of date of retirement.
- Frozen sick bank will be paid bi-weekly as salary continuation during the calendar year.
- Vacation will not be earned and does not accumulate while on salary continuation, and lieu time cannot be used for salary continuation purposes. Any lieu time owing will be paid out with the final pay.
- An Annual Performance Review is conducted, and a Performance Financial Reward and Re-earnable Performance Reward if applicable is applied from January 1st to last date of salary continuation through prorated retroactive payment. The Performance Financial Reward and Re-earnable Performance Reward increases are conditional upon and subject to approval of the Exhibition Place Board.
- If an employee's last date of work is before the end of the Exhibition Place Annual Performance Review period, and the Annual Performance Review has not been completed, the employee will need to attend a performance review meeting in order to qualify for the current Performance Financial Reward and Re-earnable Performance Reward.
- All monies paid for vacation, lieu time, and/or salary continuation purposes will be paid at the current year's salary rate.

These Guidelines apply to non-union employees who are Permanent Employees or Full-Time Renewal Contract Employees.

The frozen sick bank payout will be based on the employee's regular rate of pay at the time of retirement unless the employee has been in an acting assignment for more than one (1) year.

Exhibition Place

Policy Name	Policy Type
Holiday Entitlement Policy	**Employee**
Original Date	**Revision Date**
June 1, 2018	**December 8, 2020**

Policy Statement

Exhibition Place provides eligible employees with public holidays and employer designated days as paid holidays throughout the year, and three (3) flexible paid float days.

Application

This policy only applies to Permanent Employees, Full-Time Renewable Contract Employees, Full-Time Non-Union Hourly Employees and except where otherwise stated to Term Contract Employees.

Definitions

Employer Holidays

As designated by the Exhibition Place Board.

Float Days

Three (3) flexible paid float days in each calendar year.

Full-Time Non-Union Hourly Employee

An hourly employee hired for a full time hourly position within the approved permanent staff complement for Exhibition Place.

Full-Time Renewable Contract Employee

An employee hired to work full-time hours in a position that is not part of the permanent staff complement for Exhibition Place.

Permanent Employee

An employee hired for a full-time permanent position within the approved permanent staff complement for Exhibition Place.

Public Holidays

As designated under the Employment Standards Act, 2000.

Term Contract Employee

An employee hired to work full-time hours for a specified fixed term.

Conditions

Public Holidays

Employees are entitled to the following Public Holidays.

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day

- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

Employer Holidays

Employees are entitled to the following Employer Holidays.

- Easter Monday
- Civic Holiday
- Remembrance Day (when the day falls on a weekday - Monday through Friday)

When the Employer Holidays fall on a Saturday or Sunday except Remembrance Day, Exhibition Place will determine an alternate day.

Float Days

Only Permanent Employees, Full-Time Non-Union Hourly Employees, and Full-Time Renewable Contract Employees are entitled to three (3) flexible paid Float Days per calendar year. Term Contract Employees are not entitled to any Float Days.

Implementation

Employees are eligible for three (3) flexible float days per calendar year. These days may not be carried forward from one year to the next. The days can be scheduled at a time that is compatible with the operational requirements of the Division in which they work.

A Public/Employer Holiday that occurs during an employee's vacation is considered a holiday and not a vacation day.

A Public/Employer Holiday that occurs during an employee's period of illness is considered a holiday and not a sick day.

Employees who are required to work on a Public/Employer Holiday will be paid in accordance with the Lieu Time/Overtime Policy.

Employees who are not required to work on designated holidays are paid their regular rate of pay for those days.

Employees who are on an acting assignment for more than three (3) months are paid for designated holidays and flexible float days at the compensation rate of their acting position.

Employees must schedule their holiday entitlements through the ADP Time and Attendance Program, and seek approval from their Department/Division Head or designate.

An employee needs authorization from their Department/Division Head or designate prior to working a Public/Employer Holiday, and their time must be reported through the ADP Time and Attendance Program.

Exhibition Place

Policy Name	Policy Type
Human Rights and Anti-Harassment / Discrimination Guidelines	**Employee**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Guideline Statement

The purpose of these Guidelines is to provide details related to the implementation of the Human Rights and Anti-Harassment / Discrimination Policy.

Under the *Ontario Human Rights Code (OHRC)*, every person has a right to equal treatment in the provision of services and facilities, occupation of accommodation, contracts, and in employment. Under the *Occupational Health and Safety Act (OHSA)*, all employers are required to have a policy, program, information, and instruction regarding workplace harassment, and the employer is obligated to develop and maintain the workplace harassment program in consultation with the Joint Health and Safety Committee.

Application

This policy applies to all employees, volunteers, all aspects of the employment relationship, and members of the Exhibition Place Board, who must abide by this policy, the *OHRC*, the *OHSA*, and any other relevant policy and legislation.

Definitions

Allegation

An allegation is an unproven assertion or statement based on a person's perspective that the policy has been violated.

Bona Fide Occupational Requirement

Section 15 of the *Canadian Human Rights Act (CHRA)* provides that there are exceptions to the discriminatory practices. It is not a discriminatory practice if there is a good faith justification for the denial or differential treatment based on a bona fide occupational requirement.

Code Harassment

Defined in the *OHRC* as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome, based on one or more of the prohibited grounds listed in the *OHRC*, and which a person knows or ought to know would be unwelcome, offensive, embarrassing, or hurtful.

Examples of Code Harassment based on a prohibited ground include, but are not limited to:

- slurs or derogatory remarks
- threats
- inappropriate jokes, innuendos, name-calling, teasing
- insulting gestures
- practical jokes which result in embarrassment
- displaying pin-ups, pornography, racist, homophobic, or other offensive materials

- use of electronic communications such as the internet and e-mail to harass
- actions that invade privacy
- spreading rumours that damage one's reputation
- refusing to work with another
- condescending or patronizing behaviour
- abuse of authority which undermines performance or threatens careers
- unwelcome touching, physical assault, or sexual assault

There is no legal obligation for an individual to tell a harasser to stop. The fact that a person does not explicitly object to harassing behaviour, or appears to be going along with it does not mean that the behaviour is not harassing or that it has been consented to.

Complainant

The person alleging that discrimination or harassment occurred. There can be more than one complainant in a human rights complaint.

Discrimination

Any practice or behaviour whether intentional or not which has a negative impact on an individual or group because of membership in a group protected in the *OHRC* (e.g. race, disability, sex, sexual orientation, etc.), or circumstances unrelated to the person's abilities, or the employment/service issue in question. Discrimination may arise as a result of direct differential treatment, or from the unequal effect of treating individuals and groups in the same way. Either way if the effect on the individual is to withhold or limit full, equal, and meaningful access to goods, services, facilities, employment, housing accommodation, or contracts available to other members of society, it is discrimination.

Duty to Accommodate

The legal obligation to take steps to eliminate disadvantage caused by systemic, attitudinal, or physical barriers that unfairly exclude individuals or groups protected under the *OHRC*. It also includes an obligation to meet the special needs of individuals and groups protected by the Code, unless meeting such needs would create undue hardship. Failure to accommodate a person short of undue hardship is a form of discrimination. For service provision accommodation obligations in the area of employment refer to the Accommodation Policy.

Employee

Includes employees, job applicants, and individuals performing services directly on behalf of Exhibition Place, whether with or without compensation or benefit, and excludes individuals providing services by way of service provision/third party contracts.

Equal Treatment

Treatment that brings about an equality of results and that may in some instances require different treatment.

Harassment

Provisions regarding harassment are included in both the *OHRC* referred to as "Code Harassment", and the *OHSA* referred to as "Workplace Non-Code Harassment". It is a form of discrimination if it is Code Harassment. Harassment may result from one incident or a series of incidents. Harassment can occur between co-workers, management and employees, employees and Exhibition Place Board Members, employees and vendors, employees and recipients of services, employees and members of the public, and Exhibition Place Board Members and members of the public.

Poisoned Work Environment

A form of indirect Code based harassment / discrimination. It occurs when comments or actions ridicule or demean a person or group creating real or perceived inequalities in the workplace. Pornography, pin-ups, offensive cartoons, insulting slurs or jokes, and malicious gossip (even when it is not directed towards a specific employee or group of employees), have been found to "poison the work environment" for employees.

Prohibited (Protected) Grounds

The list of grounds for which a person or group is protected under the *OHRC*. Under the *OHRC*, case law, and this policy, there are protections where there is a perception that one of the prohibited grounds applies, or where someone is treated differently because of an association or relationship with a person identified by one of the above grounds.

Racial Harassment

Harassment on the grounds of race. It may also be associated with the grounds of colour, ancestry, where a person was born, a person's religious belief, ethnic background, citizenship, or even a person's language. Racial harassment/discrimination can include:

- racial slurs or jokes
- ridicule, insults, or different treatment because of your racial identity
- posting or e-mailing cartoons/pictures that degrade a person of a particular racial group
- name-calling because of a person's race, colour, citizenship, place of origin, ancestry, ethnic background, or creed

Reasonable Person Test

This is an objective standard to measure whether a comment or conduct is discrimination or harassment. It considers what a reasonable person's reaction would have been under similar circumstances and in a similar environment. It considers the recipient's perspective and not stereotyped notions of acceptable behaviour. This standard is used to assess human rights complaints under this policy.

Respondent

The person who is alleged to be responsible for the discrimination or harassment. There can be more than one respondent in a human rights complaint.

Sexual Harassment

Harassment on the grounds of sex includes:

- a sexual advance or solicitation from anyone if the person knows or ought to know the advance is unwelcome, especially if the advance is from a person in a position to give or deny a benefit, to engage in a reprisal, or if a threat of reprisal is made if the advance is rejected
- sexually suggestive or obscene remarks or gestures
- leering (suggestive staring) at a person's body
- unwelcome physical contact
- having to work in a sexualized environment (bragging about sexual prowess, or discussions about sexual activities)
- circulation and posting of sexist jokes or cartoons, display of pin-up calendars, or other objectifying images
- negative stereotypical comments based on gender, sex, or sexual orientation
- gender related comments about an individual's physical characteristics or mannerisms, and/or behaviours that reinforce traditional heterosexual gender norms
- exercising power over another person, making them feel unwelcome, or 'putting them in their place' motivated by sexual interest

Workplace

Includes all locations where business or social activities of the workplace are conducted. This policy may apply to incidents that happen away from work (e.g. e-mails, inappropriate phone calls, visits to an employee's home, incidents at luncheons, or after work socials).

Workplace Harassment

Harassment that is not related to a prohibited ground identified in the *OHRC.* Workplace harassment, defined in the *OHSA* means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome. Workplace harassment often involves a course or grouping of behaviours. However, a single serious incident of such behaviour that has a lasting harmful effect on an employee may also constitute workplace harassment.

Workplace Harassment include:

- frequent angry shouting/yelling, blow-ups
- regular use of profanity, abusive language
- verbal threats, e-mail threats, intimidation (not including threats to exercise physical force which are covered by the workplace violence policy)
- targeting an individual(s) in humiliating practical jokes
- excluding, shunning, impeding work performance
- spreading gossip, rumors, negative blogging, cyber-bullying
- retaliation, bullying, sabotaging
- unsubstantiated criticism, unreasonable demands
- frequent insults, name calling
- public humiliation
- communication that is demeaning, insulting, humiliating, mocking

- intent to harm
- a single serious incident that has a lasting harmful impact

Workplace Harassment does **not** include:

- legitimate performance/probation management
- appropriate exercise and delegation of managerial authority
- operational directives
- disagreement or misunderstanding
- conflict between co-workers
- work related change of location, co-workers, job assignment
- appropriate discipline
- less than optimal management
- a single comment or action unless it is serious and has a lasting harmful effect
- rudeness unless it is extreme and repetitive
- conditions in the workplace that generate stress (e.g. technological change, impending layoff, new boss, friction with other employees, workload, etc.)
- attendance management

This policy is not intended to interfere with the following:

- normal social interaction between employees
- constructive feedback regarding performance
- operational directives provided to employees by their supervisor/manager

Conditions

N/A

Implementation

The following outlines the complaint procedures under the policy.

1. Confidentiality

All persons involved with a harassment/discrimination complaint, including complainants, respondents, support persons, witnesses, management, and union/association representatives are expected to treat the matter as confidential. Parties to a complaint must not advise anyone in the workplace or otherwise connected to the workplace, service provision, about the investigation, any involvement in the investigation, and the contents of an investigation interview and/or report. Parties are not to ask individuals if they have participated in an investigation process or discuss any details about any investigation interviews. Employees may be disciplined if confidentiality is breached by communicating with any person other than their union representative, health care practitioner, or another legal authority at any time before, during, or after an investigation harassment/discrimination complaint is resolved. Persons involved with a harassment/discrimination complaint may be required to sign a confidentiality agreement. Managers and supervisors are required to keep information as confidential as possible when addressing human rights concerns, and are also subject to discipline for breaches of confidentiality. Subject to the requirements of procedural fairness of the investigation/resolution process, Human Resources will preserve confidentiality as much as possible, or as legally required or permitted. Human Resources

will seek advice from City Legal if there is any question related to release of confidential information.

2. Complaint Source

Complaints about a contravention of the policy will be accepted from any source that provides reasonable grounds upon which to initiate an intervention. Complaint sources may include the individual who was the subject of the action complained about, an involved person or group, a witness, or other third parties. All persons who believe that they have experienced or witnessed harassment and/or discrimination should keep detailed notes about the issue(s).

3. Time Limits

The time limit for the filing complaints under this policy is 1 year from the date of the last incident of alleged discrimination or harassment.

4. Notification of Complaint

In most cases, respondents will be informed of the complaint as soon as practicable. In certain circumstances, the respondent may not be advised of the complaint against them. Such circumstances include where the complaint does not warrant exploration, where the complaint is outside the policy mandate, or where an issue can be resolved with a remedy such as training.

5. Complaint Records

Any record of a complaint will be handled confidentially and stored in a secure location separate from employee personnel files. Records of a complaint will only be placed on or in an employee's personnel file when they have been found to breach this policy and disciplinary action is taken. This record of discipline is subject to the provisions of any applicable collective agreement.

6. Informal Resolution

Several options to resolve harassment and discrimination concerns are available for complainants. Informal approaches can foster prompt resolution and prevent escalation; particularly when concerns are raised promptly. These are opportunities for parties to resolve a dispute, ensure the workplace is free from harassment and discrimination, and address broader issues that caused or contributed to the dispute.

a. Consultation – Advice & Assistance

Employees may benefit from having expert information and advice before deciding how to proceed with a discrimination or harassment concern. Employees can consult their Director, Manager, Supervisor, Human Resources, or their union representative. These staff members all have a responsibility to take action to resolve and prevent harassment and discrimination. They can provide advice, assistance, coaching, and referrals to assist employees in addressing harassment or discrimination themselves.

b. Talking to the person about their conduct

All employees must make good faith efforts to attempt to resolve matters themselves before filing a complaint. If an employee feels they are experiencing harassment or discrimination, they should immediately make known to the person that their conduct is unwelcome or offensive, and may be in breach of this policy. It is important that this message be clear and unambiguous. When presented with a legitimate breach of this policy, all employees, including management staff are expected to make reasonable adjustments to their behaviour to resolve the matter. If addressing the person responsible could lead to safety risks, or is similarly not appropriate, employees may pursue other resolution options outlined in these guidelines.

c. Interventions by other staff

If an employee is unable to resolve the issue, and discrimination or harassment continues after asking the person to stop, the complainant may request management to intervene to facilitate resolution. Such requests may be made by an employee to their Director, Manager, Supervisor, Human Resources, or their union representative. Most complaints are able to be resolved at this stage without a formal investigation.

7. Formal Complaints and Investigations

If the informal approaches are not effective or appropriate to resolve a situation, or the complaint is of a serious or systemic nature, a formal complaint and investigation may be necessary.

a. Human Resources

All formal complaints will be referred to Human Resources.

b. In Writing

Formal complaints must be in writing by completing the appropriate Form found on the Intranet. Once completed the form must be signed by the complainant. Where necessary and appropriate, the complainant may seek assistance from their Director, Manager, Supervisor, or Human Resources staff to assist in drafting the formal complaint. Where possible, the following details should be included in the formal complaint:

- The Human Rights Code ground if applicable
- When it happened (dates and times of the events and/or incidents)
- Where it happened
- What happened
- Who saw it happen, names of witnesses, if any

c. The responsible Department/Division Head or designate

Will be notified of a formal complaint as soon as it is initiated.

d. Respondents to a complaint

Will be notified as soon as practicable during the investigation process.

e. The Department/Division Head or designate

Will determine in consultation with Human Resources on a case-by-case basis, whether the complainant or respondent should be relocated within the Department/Division, provided with an alternate reporting relationship, or placed on a paid leave during an investigation.

f. The Department/Division Head or designate

Human Resources staff will conduct a thorough, fair investigation, including interviewing the complainant(s), respondent(s), and witness(es), gathering and reviewing documentary evidence, and exploring whether broader issues contributed to the complaint.

g. At the conclusion of an investigation

Human Resources in consultation with the Department/Division Head or designate, will prepare a written report that includes the allegations, respondent's position, witness and documentary evidence, factual findings, conclusions and discussion about policy violation(s).

h. The report will be shared with the CEO.

i. The Department/Division Head or designate and Human Resources

Will make recommendations to correct any existing problems and/or to prevent similar problems from occurring in the future.

j. Final decisions regarding the disposition of a complaint

Will be made by the CEO and communicated in writing to the parties and the Department/Division Head or designate.

8. Investigations

Investigations both formal and informal conducted by staff will include a comprehensive and impartial review of all relevant information, and state if broader issues contributed to the complaint. The investigator has the authority to speak with anyone, examine, copy any documents, records, and files, and enter any work locations which are relevant to the complaint.

9. Completion of Investigation

Proceedings under this policy will be completed within 6 months of the initiation of a formal investigation. Exceptions may be made in extenuating circumstances. The results of investigations will be communicated to complainants, including findings and whether corrective action was taken. However, the specifics of any disciplinary action taken against individual employees will remain confidential.

10. Reprisals

This policy strictly prohibits any retaliation, either direct or indirect, against an individual for:

- exercising their rights under the policy
- initiating a complaint in good faith
- investigating a complaint,
- being a decision maker in a complain
- participating as a witness in an investigation

- being a respondent to a complaint
- having been associated with or representing a complainant, witness, or respondent

Appropriate discipline for a policy violation or other workplace misconduct is not considered a reprisal.

11. Disciplinary Action

Any employee who engages in discrimination or harassment, reprisals, or breaches confidentiality before, during, or after an investigation or resolution may be subject to appropriate disciplinary action up to and including termination of employment. Staff who are in a supervisory position and fail to take action when they become aware of or are advised of alleged discrimination and/or harassment, may also be subject to disciplinary action. Disciplinary action may also be taken if a complaint is found to be vexatious, made in bad faith and/or an abuse of process. Consequences for policy violations may include but are not limited to: an apology, counselling, education and training, a verbal or written reprimand, suspension with or without pay, a transfer, or termination of employment. In determining appropriate consequences, factors including, but not limited to, the following will be taken into account: the nature of the violation, the severity, whether the individual has previously violated this policy, and whether there is relevant discipline on file.

12. Workplace Harassment (employees only)

Directors, Managers, and Supervisors are responsible for intervening and addressing concerns/complaints of workplace harassment and incivility. Employees should raise their workplace harassment concerns to their superior. If the concern/complaint involves the employee's superior, the employee may raise the concern with that person's superior. Human Resources can advise parties where there are concerns about real or perceived conflict and fairness when exploring concerns. Consult Human Resources for the details.

13. Refusal to Intervene

Human Resources, in consultation with the CEO and City Legal, has discretion to refuse to intervene, investigate, or discontinue an investigation where:

- A complaint is made anonymously.
- The complaint is outside the time limit.
- The complaint is trivial, frivolous, vexatious, or made in bad faith/an abuse of process, having regard to all the circumstances further investigation of the matter or intervention is unnecessary. Trivial complaints involve allegations that are of such a minor nature that proceeding with an intervention is not in the public interest. A frivolous complaint contains allegations that are not a breach of this policy. A complaint is vexatious when the complaint has been the subject of a decision by an alternate complaint process that considered the human rights allegations, a reasonable offer to remedy the complaint was rejected by the complainant, and/or the complaint was filed to annoy, embarrass, or harass the respondent. Complaints are an abuse of process made in bad faith when an adequate remedy already exists, or the complainant is engaging in improper action (fraud, deception, intentional misrepresentation), or is motivated to file out of malice or vindictiveness.
- As this complaints procedure is a mechanism for alternative dispute resolution, an investigation may be terminated if either party to the complaint retains legal counsel.

- Residents and service recipients may be required to exhaust any other avenues of appeal which are reasonably available prior to making a complaint under this policy.

Policies

For further details, refer to the Human Rights and Anti-Harassment / Discrimination Policy and Workplace Harassment and Workplace Violence Policy.

Exhibition Place

Policy Name	Policy Type
Human Rights and Anti-Harassment / Discrimination Policy	**Employee**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

Under the *Ontario Human Rights Code (OHRC)*, every person has a right to equal treatment in the provision of services and facilities, occupation of accommodation, contracts and in employment. Under the *Occupational Health and Safety Act (OHSA),* all employers are required to have a policy, program, information and instruction regarding workplace harassment, and the employer is obligated to develop and maintain the workplace harassment program in consultation with the Joint Health and Safety Committee.

Exhibition Place is respectful and committed to equitable service delivery and employment practices. The goal of this policy is to recognize the dignity and worth of every person (employee or service recipient), and to create a climate of understanding and mutual respect.

Exhibition Place condemns harassment, denigration, discriminatory actions, and the promotion of hatred. Exhibition Place will not tolerate, ignore, or condone discrimination or harassment, and is committed to promoting respectful conduct, tolerance, and diversity at all times. All employees are responsible for respecting the dignity and rights of their co-workers and the public they serve. This policy provides a range of dispute resolution options for employees who believe that they may have experienced discrimination and/or harassment.

Application

1. General Application

This policy applies to all employees, volunteers, and to all aspects of the employment relationship, who must abide by this policy, the *OHRC*, the *OHSA*, and any other relevant policy and legislation.

Members of the public, service recipients, visitors and users of facilities/public space, and individuals conducting business with, for, or with support from Exhibition Place, are expected to adhere to this policy. This includes refraining from discriminating and/or harassing employees, and persons acting on behalf of Exhibition Place. If such discrimination and/or harassment occur, Exhibition Place will take action to ensure a harassment/discrimination-free workplace, facility and service provision, including barring a harasser from its facilities, limiting services, discontinuing business, and/or revoking contracts with consultants or contractors.

Members of the Exhibition Place Board and their communications with employees and members of the public are subject to this policy, along with the Code of Conduct for Members of the Exhibition Place Board.

2. Social Areas & Prohibited Grounds

Services and Facilities

Every person has a right to equal treatment with respect to services and facilities, without discrimination or harassment because of one or more of the following prohibited grounds:

- Age, Ancestry, Colour, Citizenship, Creed, Disability, Ethnic Origin, Family Status, Gender Expression, Gender Identity, Level of Literacy, Marital Status, Place of Origin, Political Affiliation, Pregnancy, Race, Sex (including pregnancy and breast feeding), and Sexual Orientation.

Occupation of Accommodation

Every person has a right to equal access with respect to the occupancy of owned accommodation, without discrimination because of one or more of the following prohibited grounds:

- Age, Ancestry, Colour, Citizenship, Creed, Disability, Ethnic Origin, Family Status, Gender Expression, Gender Identity, Level of Literacy, Marital Status, Place of Origin, Political Affiliation, Race, Pregnancy, Receipt of Public Assistance, Sex (including pregnancy and breast feeding,) and Sexual Orientation.

Contracts

Every person having legal capacity has a right to contract on equal terms without discrimination because of one or more of the following prohibited grounds:

- Age, Ancestry, Colour, Citizenship, Creed, Disability, Ethnic Origin, Family Status, Gender Expression, Gender Identity, Level of Literacy, Marital Status, Place of Origin, Political Affiliation, Pregnancy, Race, Sex (including pregnancy and breast feeding), and Sexual Orientation.

All contracts and agreements or permits for programs and services delivered by a third-party individual or organization that has been contracted under the Purchasing By-law or using facilities, will be advised of the Declaration of Compliance with Anti-Discrimination Legislation & Policy and be subject to consequences for non-compliance.\

Employment

Every person has a right to equal treatment in employment without discrimination or harassment because of one or more of the following prohibited grounds:

- Age, Ancestry, Colour, Citizenship, Creed, Disability, Ethnic Origin, Family Status, Gender Expression, Gender Identity, Level of Literacy, Marital Status, Membership in a Union or Staff Association, Place of Origin, Race, Political Affiliation, Pregnancy, Record of Offences, Sex (including pregnancy and breast feeding), Sexual Orientation, and Workplace Harassment.

3. Roles & Responsibilities

Upholding human rights principles and obligations is a shared responsibility. All management staff have the following general responsibilities with respect to human rights:

- modelling respectful behaviour, setting and enforcing standards of appropriate workplace conduct, and remaining alert to incidents of discrimination and harassment that may be occurring in the workplace
- not engaging in behaviour that would constitute discrimination or harassment under the policy
- knowing this policy and any complaint resolution options
- posting this policy in the workplace
- educating employees to ensure they know what constitutes harassment and discrimination, neither will be tolerated, and what their rights and responsibilities are under the policy
- taking all necessary steps to deal with allegations/incidents of discrimination and harassment in a timely fashion, while maintaining as much confidentiality as possible even if a direct complaint has not been made
- implementing remedies where there are findings of discrimination or harassment
- reporting all complaints of harassment and/or discrimination to Human Resources

Executive Management Team

- providing leadership in creating and maintaining discrimination-free, harassment-free, and respectful workplaces
- ensuring that the services we provide are free from barriers, and that processes are in place to provide accommodation as required under the *OHRC* and *AODA*
- receiving formal investigation reports and making final decisions, in consultation as required with the City's - Human Rights Office, Employee & Labour Relations. and Legal Services staff about the disposition of a complaint
- communicating final decisions about the disposition of a formal complaint in writing to the parties
- ensuring resource availability and effective implementation of complaint settlements, remedies, and corrective actions
- ensuring that staff are held accountable for their responsibilities under the policy, and have the appropriate knowledge and skills to meet their obligations

Human Resources and Occupational Health & Safety Consultant

- removing barriers in employment policies and practices that may have the effect of discriminating against groups/individuals who are protected under the *OHRC* and *AODA*
- supporting management in addressing issues of discrimination and harassment and in processing accommodation requests, organizing training for management and employees on this policy and related legislative obligations, and providing the CEO with information/data on annual participation by employees in human rights training
- administering good faith appropriate complaint exploration/resolution processes when allegations regarding the policy are raised
- cooperating with investigations

Directors, Managers, and Supervisors

- cooperating with Human Resources in the administration of good faith, appropriate complaint exploration/resolution processes when allegations regarding the policy are raised
- documenting details of concern, actions taken, outcomes or remedies implemented
- monitoring situations where discrimination or harassment occurred to ensure the harassment or discrimination has stopped and does not reoccur
- responding to and taking appropriate action to resolve/remedy complaints of workplace harassment
- addressing employee incivility
- ensuring the signed copy of the Declaration of Compliance with Anti-Harassment / Discrimination Legislation and policy, and/or its stated intent is included in all contracts, service agreements, letters of understanding and permits
- facilitating harassment and/or discrimination complaint dispute resolution related to contracted services where appropriate
- addressing service delivery contract breaches related to harassment and/or discrimination in consultation with the Office of CEO or City Legal services, as required

Employees

- being familiar with their rights and responsibilities under this policy
- ensuring behaviour is respectful related to all employment activities
- not engaging in behaviour that would constitute discrimination or harassment towards members of the public, co-workers, and management
- immediately reporting incidents of harassment, discrimination, reprisal experienced and/or witnessed in accordance with the complaint procedures developed
- documenting details of harassment and discrimination that are experienced or witnessed
- co-operating in good faith in interventions and investigations to resolve human rights harassment issues
- maintaining confidentiality related to human rights investigations

Definitions

Allegation

An allegation is an unproven assertion or statement based on a person's perspective that the policy has been violated.

Bona Fide Occupational Requirement

Section 15 of the *Canadian Human Rights Act (CHRA)* provides that there are exceptions to the discriminatory practices. It is not a discriminatory practice if there is a good faith justification for the denial or differential treatment based on a bona fide occupational requirement.

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Defined in the *OHRC*, means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome based on one or more of the prohibited grounds listed in the *OHRC*, and that a person knows or ought to know would be unwelcome, offensive, embarrassing, or hurtful.

Examples of Code harassment based on a prohibited ground include, but are not limited to:

- slurs or derogatory remarks
- threats
- inappropriate jokes, innuendos, name-calling, teasing
- insulting gestures
- practical jokes which result in embarrassment
- displaying pin-ups, pornography, racist, homophobic or other offensive materials,
- use of electronic communications such as the internet and e-mail to harass
- actions that invade privacy
- spreading rumours that damage one's reputation
- refusing to work with another
- condescending or patronizing behaviour
- abuse of authority which undermines performance or threatens careers
- unwelcome touching, physical assault, or sexual assault

There is no legal obligation for an individual to tell a harasser to stop. The fact that a person does not explicitly object to harassing behaviour, or appears to be going along with it does not mean that the behaviour is not harassing or that it has been consented to.

Complainant

The person alleging that discrimination or harassment occurred. There can be more than one complainant in a human rights complaint.

Discrimination

Is any practice or behaviour, whether intentional or not, which has a negative impact on an individual or group because of membership in a group protected in the *OHRC* (e.g. disability, sex, race, sexual orientation, etc.), or circumstances unrelated to the person's abilities, or the employment or service issue in question. Discrimination may arise as a result of direct differential treatment, or it may result from the unequal effect of treating individuals and groups in the same way. Either way, if the effect on the individual is to withhold or limit full, equal, and meaningful access to goods, services, facilities, employment, housing accommodation, or contracts available to other members of society, it is discrimination.

Duty to Accommodate

The legal obligation to take steps to eliminate disadvantage caused by systemic, attitudinal or physical barriers that unfairly exclude individuals or groups protected under the *OHRC*. It also includes an obligation to meet the special needs of individuals and groups protected by the Code unless meeting such needs would create undue hardship. Failure to accommodate a person short of undue hardship is a form of discrimination. For service

provision accommodation obligations in the area of employment refer to the Accommodation Policy.

Employee

Includes employees, job applicants, and individuals performing services directly on Exhibition Place's behalf whether with or without compensation or benefit, excluding individuals providing services by way of service provision/third party contracts.

Equal Treatment

Treatment that brings about an equality of results and that may, in some instances, require different treatment.

Harassment

Provisions regarding harassment are included in both the *OHRC*, referred to as "Code Harassment" and the *OHSA*, referred to as "Workplace (Non-Code) Harassment". It is a form of discrimination if it is Code Harassment. Harassment may result from one incident or a series of incidents. Harassment can occur between co-workers, management and employees, employees and Exhibition Place Board Members, employees and vendors, employees and recipients of services, employees and members of the public, and Exhibition Place Board Members and members of the public.

Poisoned Work Environment

A form of indirect Code based harassment/discrimination. It occurs when comments or actions ridicule or demean a person or group creating real or perceived inequalities in the workplace. Pornography, pin-ups, offensive cartoons, insulting slurs or jokes, and malicious gossip, even when they are not directed towards a specific employee or group of employees have been found to 'poison the work environment' for employees.

Prohibited (Protected) Grounds

The list of grounds for which a person or group is protected under the *OHRC*. Under the *OHRC*, case law, and this policy, there are protections where there is a perception that one of the prohibited grounds applies or where someone is treated differently because of an association or relationship with a person identified by one of the above grounds.

Racial Harassment

Harassment on the ground of race. It may be associated with the grounds of colour, ancestry, where a person was born, a person's religious belief, ethnic background, citizenship, or even a person's language. Racial harassment/discrimination can include:

- racial slurs or jokes
- ridicule, insults, or different treatment because of your racial identity
- posting/e-mailing cartoons or pictures that degrade persons of a particular racial group
- name-calling because of a person's race, colour, citizenship, place of origin, ancestry, ethnic background or creed

Reasonable Person Test

An objective standard to measure whether a comment or conduct is discrimination or harassment. It considers what a reasonable person's reaction would have been under similar circumstances and in a similar environment. It considers the recipient's perspective and not stereotyped notions of acceptable behaviour. This standard is used to assess human rights complaints under this policy.

Respondent

The person who is alleged to be responsible for the discrimination or harassment. There can be more than one respondent in a human rights complaint.

Sexual Harassment

Harassment on the ground of sex which include:

- a sexual advance or solicitation from anyone if the person knows or ought to know the advance is unwelcome, especially if the advance is from a person in a position to give or deny a benefit, to engage in a reprisal, or if a threat of reprisal is made if the advance is rejected
- sexually suggestive or obscene remarks or gestures
- leering (suggestive staring) at a person's body
- unwelcome physical contact
- having to work in a sexualized environment (bragging about sexual prowess, or discussions about sexual activities)
- circulation of posting of sexist jokes or cartoons, display of pin-up calendars or other objectifying images
- negative stereotypical comments based on gender, sex, or sexual orientation
- gender related comments about an individual's physical characteristics or mannerisms and/or behaviours that reinforce traditional heterosexual gender norms
- exercising power over another person, making them feel unwelcome or putting them 'in their place' motivated by sexual interest

Workplace

Includes all locations where business or social activities of the workplace are conducted. This policy may apply to incidents that happen away from work (e.g. inappropriate phone calls, e-mails, visits to an employee's home, incidents at luncheons, and after work socials).

Workplace Harassment

Harassment not related to a prohibited ground identified in the *OHRC*. Workplace harassment, defined in the *OHSA* means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome. Workplace harassment often involves a course or grouping of behaviours. However a single serious incident of such behaviour that has a lasting harmful effect on an employee may also constitute workplace harassment. Examples of workplace harassment include a pattern of:

- frequent angry shouting, yelling or blow-ups
- regular use of profanity and abusive language

- verbal or e-mail threats (not including threats to exercise physical force which are covered by the workplace violence policy), intimidation
- targeting individual(s) in humiliating practical jokes
- excluding, shunning, impeding work performance
- spreading gossip, rumours, negative blogging, cyber-bullying
- retaliation, bullying, sabotaging
- unsubstantiated criticism, unreasonable demands
- frequent insults and/or name calling
- public humiliation
- communication that is demeaning, insulting, humiliating, mocking
- intent to harm
- a single, serious incident that has a lasting, harmful impact

Workplace harassment does **not** include:

- legitimate performance/probation management
- appropriate exercise and delegation of managerial authority
- operational directives
- a disagreement or misunderstanding
- conflict between co-workers
- work related change of location, co-workers, job assignment
- appropriate discipline
- less than optimal management
- a single comment or action unless it is serious and has a lasting harmful effect
- rudeness unless it is extreme and repetitive
- workplace conditions that generate stress (technological change, impending layoff, a new boss, friction with other employees, workload, etc.)
- attendance management

This policy is not intended to interfere with normal social interaction between employees.

This policy is not intended to interfere with constructive feedback regarding performance or operational directives provided to employees by their supervisors or managers.

Conditions

N/A

Implementation

Complaints under this policy may be brought by employees, users of the facilities, and those who contract directly with Exhibition Place. Procedures have been established so that complaints of harassment and discrimination can be resolved internally, and are intended as an alternate dispute resolution process.

Parties have a legal right to pursue harassment and/or discrimination concerns under a variety of complaint avenues. For example, one can pursue an informal or formal complaint process under the policy, an application to the Human Rights Tribunal of Ontario, an application to the Ontario Labour Relations Board, a civil suit or criminal complaint, and, unionized employees can grieve pursuant to the terms of their collective agreement.

1. Confidentiality

All persons involved with a harassment/discrimination complaint, including complainants, respondents, support persons, witnesses, management, and/or union/association representatives are expected to treat the matter as confidential. Parties to a complaint must not advise anyone in the workplace, otherwise connected to the workplace, service provision about the investigation, any involvement in the investigation, and the contents of an investigation interview and/or report. Parties are not to ask individuals if they have participated in an investigation process or discuss any details about any investigation interview. Employees may be disciplined if confidentiality is breached by communicating with any person other than their union representative, health care practitioner or another legal authority at any time before, during, or after an investigation or resolution of a harassment/discrimination complaint. Persons involved with a harassment/discrimination complaint may be required to sign a confidentiality agreement. Managers and supervisors are required to keep information as confidential as possible when addressing human rights concerns, and are also subject to discipline for breaches of confidentiality. Subject to the requirements of procedural fairness of the investigation/resolution process, Human Resources will preserve confidentiality as much as possible, or as legally required or permitted. Human Resources will seek advice from City Legal if there is any question related to release of confidential information.

2. Complaint

Source Complaints about a contravention of the policy will be accepted from any source that provides reasonable grounds upon which to initiate an intervention. Complaint sources may include the individual who was the subject of the action complained about, an involved person or group, a witness, or other third parties. All persons who believe that they have experienced or witnessed harassment and/or discrimination should keep detailed notes about the issue(s).

3. Time Limits

The time limit for filing complaints under this policy is one (1) year from the date of the last incident of alleged discrimination or harassment.

4. Notification of Complaint

In most cases, respondents will be informed of the complaint as soon as practicable. In certain circumstances, the respondent may not be advised of the complaint against them. Such circumstances include where the complaint does not warrant exploration, where the complaint is outside the policy mandate, or where an issue can be resolved with a remedy such as training.

5. Complaint Records

Any record of a complaint will be handled confidentially and stored in a secure location separate from employee personnel files. Records of a complaint will only be placed on an employee's personnel file when they have been found to breach this policy and disciplinary action is taken. This record of discipline is subject to the provisions of any applicable collective agreement.

6. Informal Resolution

Several options to resolve harassment and discrimination concerns are available for complainants. Informal approaches can foster prompt resolution and prevent escalation; particularly when concerns are raised promptly. These are opportunities for parties to resolve a dispute, ensure the workplace is free from harassment and discrimination, and address broader issues that caused or contributed to the dispute.

7. Formal Complaints and Investigations

If the informal approaches are not effective or appropriate to resolve a situation, or the complaint is of a serious or systemic nature, a formal complaint and investigation may be necessary.

8. Investigations

Investigations both formal and informal conducted by staff will include a comprehensive and impartial review of all relevant information, and state if broader issues contributed to the complaint. The investigator has the authority to speak with anyone, examine and copy any documents, records, files, and enter any work locations which are relevant to the complaint.

9. Completion of Investigation

Proceedings under this policy will be completed within six (6) months of the initiation of a formal investigation. Exceptions may be made in extenuating circumstances. The results of investigations will be communicated to complainants, including findings and whether corrective action was taken. However, the specifics of any disciplinary action taken against individual employees will remain confidential.

10. Reprisals

This policy strictly prohibits any retaliation, either direct or indirect, against an individual for: exercising their rights under the policy, initiating a complaint in good faith, investigating a complaint, being a decision maker in a complaint, participating as a witness in an investigation, being a respondent to a complaint, having been associated with, and representing a complainant, witness or respondent. Appropriate discipline for a policy violation (or other workplace misconduct) is not considered a reprisal.

11. Disciplinary Action

Any employee who engages in discrimination or harassment, reprisals, or breaches confidentiality before, during, or after an investigation or resolution may be subject to appropriate disciplinary action up to and including termination of employment. Staff who are in a supervisory position and fail to take action when they become aware of or are advised of alleged discrimination and/or harassment may also be subject to disciplinary action. Disciplinary action may also be taken if a complaint is found to be vexatious, made in bad faith and/or an abuse of process. Consequences for policy violations may include but are not limited to: an apology, counselling, education and training, a verbal or written reprimand, suspension with or without pay, a transfer, or termination of employment. In determining appropriate consequences, factors including, but not limited to, the following will be taken into account: the nature of the violation, the severity, whether the individual has previously violated this policy, or whether there is relevant discipline on file.

12. Workplace Harassment (employees only)

Directors, Managers, and Supervisors are responsible for intervening and addressing concerns or complaints of workplace harassment and incivility. Employees should raise their workplace harassment concerns to their superior. If the concern or complaint involves the employee's superior, the employee may raise the concern with that person's superior. Human Resources can advise parties where there are concerns about real or perceived conflict and fairness in exploring concerns. Consult Human Resources for details.

13. Refusal to Intervene

Human Resources, in consultation with the CEO and City Legal, has discretion to refuse to intervene or investigate or may discontinue an investigation where:

- A complaint is made anonymously
- The complaint is outside the time limit
- The complaint is trivial, frivolous, vexatious, made in bad faith, an abuse of process having regard to all the circumstances further investigation of the matter (or intervention) is unnecessary. Trivial complaints involve allegations that are of such a minor nature that proceeding with an intervention is not in the public interest. A frivolous complaint contains allegations that are not a breach of this policy. A complaint is vexatious when the complaint has been the subject of a decision by an alternate complaint process that considered the human rights allegations, a reasonable offer to remedy the complaint was rejected by the complainant and/or the complaint was filed to annoy, embarrass or harass the respondent. Complaints are an abuse of process, made in bad faith when an adequate remedy already exists, or the complainant is engaging in improper action: fraud, deception, intentional misrepresentation, or is motivated to file out of malice or vindictiveness
- As this complaints procedure is a mechanism for alternative dispute resolution, an investigation may be terminated if either party to the complaint retains legal counsel
- Residents and service recipients may be required to exhaust any other avenues of appeal which are reasonably available prior to making a complaint under this policy

14. Complaints Involving General Managers and Senior Management

For complaints made to Human Resources by or about the direct personal behaviour of the General Managers and Directors, Human Resources may assist in drafting the complaint.

- Human Resources will assess the merits of the complaint in consultation with the CEO to determine whether to retain an external consultant.
- The scope of the external consultant's authority to investigate and/or attempt to settle the complaint, to speak with anyone, examine any documents, and enter any work location relevant to the complaint for the purposes of investigation or settlement will be set out in the terms of the contract.
- Final decisions about complaints involving senior management will be made by the CEO in consultation with others (e.g., Human Resources, City Legal), as necessary. The CEO will review the final report and any comments received before making any decision on the matter. The CEO, in consultation with City Legal, may approve, change, or reject any proposed terms of settlement or recommended corrective action.

15. Complaints Involving Third Party Contractors

Complaints of harassment and/or discrimination related to third party contracted services may be made to management or to the Department/Division Head or designate responsible for the contracted service. All contracted services are required to have internal harassment and/or discrimination dispute resolution processes, consistent with the Exhibition Place's process, and as mandated by provincial legislation.

16. Complaints Involving Staff of Human Resources

Complaints of discrimination and/or harassment made by or regarding the direct personal behaviour of Human Resources staff may be handled by a qualified external consultant at the discretion of the CEO.

17. Complaints Involving the CEO

A complaint of discrimination and/or harassment regarding the direct personal behaviour of the CEO must be in writing and signed by complainant, and made to the Chair of the Exhibition Place Board. Once notified, the Chair of the Exhibition Place Board will lead the investigation with the assistance of City, external legal counsel, or advisors and report the results to the Exhibition Place Board.

Guidelines

For further details, refer to the Human Rights and Anti-Harassment / Discrimination Guidelines.

Exhibition Place

Policy Name	Policy Type
Indemnification of Employee Legal Expenses Policy	**Employee**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

Exhibition Place establishes and defines guidelines that address indemnification of legal expenses.

Application

This policy applies to Permanent Employees.

Definitions

Acquitted

The same as dismissal of the charge or complaint, and may in appropriate circumstances include the withdrawal of the relevant charge or complaint.

Permanent Employee

An employee hired for a full-time permanent position within the approved permanent staff complement for Exhibition Place.

Conditions

N/A

Implementation

1. Where a Permanent Employee is charged with an offence under the Criminal Code, the Highway Traffic Act, or other statute(s), and has a complaint laid against the employee which may result in discipline by their professional regulatory organization arising out of an act done in the performance of their duties.
   - The employee shall, in the first instance, be responsible for their own defence including the retaining of legal counsel or paralegal.
   - If the employee is acquitted and his/her legal costs do not exceed $25,000, the Chief Executive Officer (CEO) in consultation with the City Solicitor, shall be authorized to reimburse the employee for such costs, following receipt of all required documentation related to the reimbursement amount.
   - Where an employee is acquitted and their legal costs exceed $25,000, the matter shall be referred to the Exhibition Place Board for consideration.
2. Where a civil action or proceeding, which is not covered by Exhibition Place's insurance policy, is brought against an employee. In the opinion of the CEO following consultation with the City Solicitor arises out of acts or omissions done or made by such employee in their capacity as an employee of Exhibition Place, the CEO in consultation with the City Solicitor may pay damages or costs awarded against such employee or legal expenses incurred by him/her as may be determined by the Exhibition Place Board. Whenever a

civil action or other proceeding is brought against an employee, the employee is to advise the CEO immediately with respect to such action or proceeding.

3. The CEO is authorized to reimburse funds to cover the legal expenses of employees in matters covered by item 1 and 2 above to a maximum of $25,000, if in the opinion of the City Solicitor reimbursement of funds is warranted upon consideration of all the circumstances. In the event that the initial reimbursement is exhausted before the matter is concluded, any further financing shall be referred to the Exhibition Place Board for consideration.

   Clarity Note - item 3 above shall not be read so as to preclude the reimbursement of funds by the CEO in circumstances where no charge has been laid and where independent legal advice is necessary.

4. Where an employee reasonably believes that, by virtue of their capacity as an employee of Exhibition Place, they have been defamed by a third party. The City Solicitor shall consider the merits of the matter and make a recommendation to the CEO to reimburse the costs of the initial stages of the litigation to a maximum of $25,000. In the event that the initial reimbursement is exhausted before the matter is concluded, any further financing of the litigation shall be referred to the Exhibition Place Board for consideration. In the event a damage award is made in favour of the employee, the employee shall reimburse Exhibition Place for any monies reimbursed to him/her up to a maximum of the amount of the award.

5. In the event the Exhibition Place Board reimburses an employee under this policy, for any legal expenses, damages or costs, the employee shall be compensated at their regular rate of pay for the time lost from their regular working schedule as a result of being required to attend court or appear before their professional regulatory organization.

6. Where the employee is provided with insurance to cover their legal expenses by reason of their membership in a professional regulatory organization or association, the employee must exhaust those rights first before being eligible for reimbursement for their legal expenses pursuant to this policy.

7. Where an employee is eligible for reimbursement of legal expenses, the employee shall be reimbursed in accordance with the 'Cost Grids' set out below, and in accordance with Part II Disbursements of Tariff A to the Rules of Civil Procedure, as amended hereinafter collectively referred to as the 'Tariff'. The CEO, on the advice of the City Solicitor, shall review the Cost Grids in the Tariff from time to time. Notwithstanding the Tariff, the City Solicitor shall assess the reasonableness of the bill in accordance with the provisions of this policy. Employees who retain a lawyer shall be provided with a letter setting out the Tariff, and stating that the Exhibition Place Board reserves the right to assess the bill for its reasonableness. In exceptional circumstances, upon the recommendation of the Solicitor, the Exhibition Place Board may reimburse for rates in excess of those set out in the Tariff. The letter will also include the telephone number of the Lawyer Referral Service offered by the Law Society of Upper Canada.

Description	Cost
Law Clerks	Up to $60 per hour
Student-at-Law	Up to $80 per hour
Lawyer (less than 10 years)	Up to $225 per hour
Lawyer (10 or more years but less than 20 years)	Up to $300 per hour
Lawyer (20 years and over)	Up to $350 per hour

Exhibition Place

Policy Name	Policy Type
Information and Technology Acceptable Use Policy	**Employee**
Original Date	**Revision Date**
June 1, 2018	**December 8, 2020**

Policy Statement

Exhibition Place establishes the accountability, responsibility, and service excellence expectations surrounding the use of Information and Technology Resources (I&T Resources). A breach of this policy may result in an exposure to Exhibition Place's information, and should that materialize could result in a legal and/or administrative risk to Exhibition Place.

Application

This policy applies to 'authorized users' including 'remote access users' as defined. Individual Department/Division Head or designate may create additional operational needs documents to meet specific business objectives provided that:

- this policy is a minimum standard and any operational needs documents do not nullify any portion of this policy
- the Chief Financial Officer & Corporate Secretary (CFO/Corp Sec) is consulted as part of the Department/Divisional approval process

Definitions

Authorized Users

Individuals who have been given permission to use the information and technology resources and includes Remote Access Users as defined.

Data Transfer

The movement of information or data from one information technology resource to another regardless of the method of transfer.

I&T Management Team (ITMT)

Consists of the CFO/Corp Sec, Director of IT/Telecom/Records & Archives. In the absence of the CFO/Corp Sec, authority will be delegated.

Information and Technology Resources (I&T Resources)

Include, but are not limited to

- desktop computers, monitors, printers, notebooks, tablet computers, handheld computers, scanners, computer peripherals such as CDRW drives, DVDRW drives, zip drives, digital projectors, peripherals such as storage devices and power supplies, personal digital assistants (PDA's), network devices, software such as Corporate software, off-the-shelf software packages, software covered by enterprise license agreements, and volume license agreements (including maintenance and support), data created using any of I&T Resources, Internet access, e-mail, telephones and

voice mail, facsimile machines (if connected to the computer network), photocopiers (if connected to the computer network), and mobile devices.

Internet Designated Sites

Internet sites to be used for business and determined by the ITMT.

Internet Designated Usage

Those employees determined by the ITMT that will have access to the designated Internet sites, wherein such sites will only be used for business purposes and accessible only by these designated Authorized Users. An up-to-date listing of designated users will be managed by the CFO/Corp Sec and any requests for Internet Designated Usage must be submitted in writing with an explanation to the CFO/Corp Sec.

Municipal Freedom of Information and Protection Privacy Act* and *Personal Health Information Act

Will be referred to as the *Acts*.

Mobile Devices

Are portable computing devices that allow you to store, organize, access, and transmit information. Mobile devices include, but are limited to:

- cell phones, land-line phones, notebooks, PDAs, tablet computers, and handheld computers. Mobile Devices are I&T Resources.

Peripherals

Computer devices such as a CD ROM, USB storage device, or printer that is not part of the essential computer. Peripherals are I&T Resources.

Personal Information (and personal health information)

Recorded information about an identifiable individual. For a more detailed definition, refer to the *Acts*.

Remote Access Users

Authorized Users who have permission, by way of an authorized form with an explanation from the CFO/Corp Sec, and access is provided to the employee to the internal network from a remote location outside of the normal environment regardless of the connectivity method.

Systems Monitoring

Aggregate, broad-based, statistical data collection, and review in relation to simple or multiple Users for systems analysis, planning, security, and performance purposes, or to assess, maintain, upgrade, or ensure the ongoing availability, reliability, security, confidentiality, and integrity of I&T Resources. Data collected for these purposes may include records of Internet access, including sites visited and time spent, downloads, and uploads, as well as, the flow, origin, and destination of inbound and outbound e-mail. This data collection may occur routinely and regularly, or may be part of a specific audit or review activity.

Unauthorized

I&T Resource that has not been provided or an action that is not permitted by the terms of this policy.

User Monitoring

Recording, accessing, reviewing, and analyzing a User's activity on and use of I&T Resources, and may include review of data files, e-mails, and information sent from, received by, or stored on I&T Resources, including data, files, e-mails, and information deleted by a User but backed up by the network system.

Conditions

I&T Resources are to be used solely for Exhibition Place business purposes.

Authorized Users should use a common-sense approach when using I&T Resources. All Authorized Users are expected to carefully consider the actions they take prior to using I&T Resources, and should contact the CFO/Corp Sec for advice and clarification.

Implementation

1. General

Authorized Users must comply with this policy, and are responsible for the use of I&T Resources during business and non-business hours.

Work Related Requirements

All I&T Resources are to be used for business purposes except where otherwise stated in this policy, and all such use shall be in accordance with the *Acts*.

- Some work requirements may, on the surface be in conflict with the policy. In such instances the Authorized User will obtain written authorization from the ITMT, prior to carrying out these work requirements.
- Authorized Users must produce, when requested by the ITMT, any I&T Resource for required maintenance or inventory.

Prohibited and Unacceptable Uses

Uses of I&T Resources that are prohibited and unacceptable include, but not limited to the following:

- Downloading, uploading, storing, sending, distributing, or displaying messages, files or data, the contents, titles, filenames, or headings of which are unrelated to business, including by not limited to messages, graphics files, or other data that:
  - are obscene, lewd, lascivious, pornographic
  - are intended to harass, intimidate, threaten, embarrass, humiliate or degrade another employee or co-worker
  - target an individual, or groups of individuals for purposes of harassing, intimidating, threatening, embarrassing, humiliating, degrading, or discriminating against the targeted individual or group of individuals on the basis of their race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, same-sex partnership status, family status, or disability

    - contain defamatory references or depictions of other individuals
- Sending any messages or data in a manner which violates the copyright, patent, trade secret, or other intellectual property laws of Canada or any individual province.
- Sending chain letters or messages, whether or not the letters or messages solicit money or goods and services.
- Unauthorized copying, destruction, deletion, distortion, removal, concealment, modification or encryption of messages, client information, files or other data on any of I&T Resources.
- Unauthorized or inappropriate sending, posting, or otherwise disclosing personal, confidential, or proprietary information/data of any nature of either Exhibition Place, another person, or business entity with which the Exhibition Place conducts business.
- Accessing or attempting to access another Authorized User's computer account, e-mail, voice mail messages, file, or other data without the express consent of the Authorized User, or without the express direction of an authorized senior manager, except as provided for in Section 2 of this policy.
- Installation of any unauthorized and/or unlicensed software on any I&T Resources, including: games, shareware, freeware, screen savers (only those that can be obtained from the network system is permitted), file sharing software, and instant messaging.
- Use of I&T Resources to make unauthorized, unlicensed, and/or illegal copies of any software.
- Use of I&T Resources which is in violation of any applicable federal, provincial, or local law including, but limited to, the use of such I&T Resources for hacking, cracking, bugging, virus distribution, or accessing and/or tampering with government or private data without authorization.
- Use of I&T Resources in any manner that violates any codes of professional conduct to which employees may be subject to.
- Installing software or any I&T Resources that are not owned or provided by Exhibition Place unless the ITMT authority has permitted such installation.
- Connecting personal equipment to the network without the prior written authorization of the ITMT.
- Adding any peripheral, internal or external, unless prior written authorization is obtained from the ITMT.
- Unauthorized repairing or attempting to repair any owned information and technology resource.

The above is not an exhaustive list of all prohibited uses. All Authorized Users are expected to carefully consider professional judgment and the actions they take prior to using I&T Resources and should contact the ITMT for advice and clarification.

Personal Use (Limited & Occasional)

Limited and occasional personal usage of all I&T Resources is defined as follows:

- Conducted during non-working hours including lunch time or breaks
- Does not detract from an Authorized User's work responsibilities or job performance

- Does not impair the normal functioning of an information and technology resource or interfere with another Authorized User's use of I&T Resources
- Does not result in the Exhibition Place incurring an expense or loss for such personal use
- Is not an activity that may result in personal gain either directly or indirectly (e.g. derive income from a secondary source)
- Is in strict compliance with the terms of this policy and other policies.

Data and Records

All information created, acquired, or maintained using resources including electronic messages and records are deemed to be corporate business records, property of Exhibition Place, and subject to the requirements of the *Acts.* Exhibition Place is not responsible, liable, or will incur any expense with regards to protecting or backing up of personal files. This includes, but is not limited to personal files that have been improperly accessed, copied, shared, or lost while stored in I&T resources.

- All corporate business records are governed by retention schedules.
- Authorized Users must save corporate business records on the network server, or use the 'archive' function in the e-mail system to retain business-related messages (see E-mail Policy).
- USB storage devices, CD burners, and DVD burners must be used in accordance with applicable legislation/by-laws, and only with permission from your immediate supervisor.

2. Protection of Information and Technology Resources

Security

Authorized users must access information assets and technologies in a manner consistent with the information security principles of confidentiality, integrity and availability.

Confidentiality

Data is disclosed to authorized individuals and systems on a need-to-know basis.

Integrity

Data is accessed or modified by authorized individuals in line with their job responsibilities on a need-to-know basis.

Availability

Data is made available for use by authorized individuals and systems. For example, users are prohibited from bypassing information protection controls by using software that creates security-related loopholes. Authorized Users must contact the ITMT should they suspect that their system has been compromised.

Virus Protection

Authorized Users:

- Are prohibited from knowingly running, installing, sending files or messages that contain programs designed to disrupt other systems, damage, or place excessive

load on a computer or network (e.g. computer viruses, worms or password cracking programs)

- Must exercise caution and take reasonable care when receiving e-mail messages that contain attachments, regardless of their origin, to guard against the introduction of viruses
- Must refrain from forwarding messages regarding virus warnings to other users, but may forward them to ITMT to investigate
- Must report all instances of virus infection or suspected infection to ITMT

Remote Access

Authorized Users:

- Must not leave a remote information and technology resource unattended or exposed while logged on to the network without taking the appropriate security precautions such as workstation lockdown
- Are responsible for the privacy, confidentiality, and integrity of corporate business records downloaded through their account, and must regularly delete the corporate business records downloaded to I&T Resources not owned or provided by Exhibition Place
- Must make every effort to ensure files they transfer or upload to the network are virus free

Protecting the Information Technology Resource from Illegal Access

Authorized Users:

- Must ensure that each password used to log-on to computers, telephones, mobile devices, applications, and databases remains confidential, is changed at intervals set in accordance with the requirements of the system in question, and is not left in plain sight where it can be found (e.g. taped to PC, under a keyboard). If any password is disclosed, it must be immediately changed.
- Leaving their equipment unattended must log off, use screen saver passwords, and/or lock the equipment, except if a resource is shared and sharing a computer must log off completely, and may not activate password-protected screensavers or hardware password locks.

Information Storage-Backup

Authorized users:

- Must store all corporate information on the network server(s) to ensure proper backup
- Are strongly discouraged from storing corporate data on removable media such as floppy disks, CDs, and USB storage devices. Personal messages, files, or data must be deleted and must not be kept online or archived.

3. Privacy Considerations and User Monitoring

General Principles

- Users should have no absolute expectation of privacy for any use of I&T Resources, whether for business purposes.

- Exhibition Place has an unfettered right to conduct Systems Monitoring at will, and in its sole discretion.
- Exhibition Place will conduct User Monitoring in accordance with this policy.

Technology-Related Privacy Limitations including Systems Monitoring

- Users are reminded that the privacy, confidentiality, and integrity of e-mail and internet communication is not protected and cannot be guaranteed, due to the inherent characteristics of these uses. For more information, and guidance on best practices in use, users should refer the E-Mail Policy.
- Users are reminded that records, logs, collection and analysis of data and information on I&T Resource use, for purposes related to system planning, analysis, expansion, upgrade, and maintenance, and to ensure the security, confidentiality, integrity, and availability of I&T Resources. These activities do not fall within the definition of 'User Monitoring' in this policy, but rather, within the definition of 'Systems Monitoring' set out above. Exhibition Place retains absolute discretion to perform such Systems Monitoring as it requires at any time.
- Users should also be aware that User data and files on I&T Resources are regularly backed up and stored, and are recoverable, even if the original files, documents, emails, or data have been deleted by the User.

User Monitoring

Exhibition Place reserves the right, but does not have a duty, to perform User Monitoring, as set out below:

- User Monitoring may be undertaken in accordance with the process outlined below, if there is a reasonable belief that I&T Resources are being used or may have been used inappropriately, in violation of this policy, the law, or any other fashion incompatible with the Authorized User's employment and access to I&T Resources. The reasonable belief may arise from internal or external complaint from the results of Systems Monitoring, from personal observation, or from credible information received.
- Where a reasonable belief arises that User Monitoring is required for the reasons set out above, the User's Senior Manager will report the situation to the CFO/Corp Sec, including details of the basis for the reasonable belief. The CFO/Corp Sec will review the matter and, if he/she agrees with the supervisor's recommendation for User Monitoring, the matter will come to the CEO, who may consult with the Solicitor. If all parties consulted agree that User Monitoring is appropriate under the circumstances, the CFO/Corp Sec will direct and supervise the User Monitoring, and present the results to the referring parties for decision.
- The User Monitoring process set out above does not preclude recourse to external authorities (e.g. the Police), where merited.
- User Monitoring may also be conducted to protect its interests, comply with legal requirements, defend itself in proceedings, and for legitimate business, corporate, or human resources purposes, and also as a result of the absence of an employee. The process followed these instances will be crafted, in consultation with the CEO, who may also consult with the Solicitor, based on the circumstances.

- User Monitoring for personal curiosity or not in accordance with the processes set out above is prohibited.

4. Compliance

In advance of using an Information and Technology Resource, Authorized Users should request clarification through the ITMT if they have any concerns regarding compliance.

5. Consequences of Breach of Policy

Failure to comply with this policy may result in disciplinary action up to and including dismissal.

6. Roles and Responsibilities

All Authorized Users are responsible for:

- Reading, understanding, and complying with the Information & Technology Acceptable Use Policy.
- Requesting clarification through their Senior Manager if they have any concerns regarding compliance.
- Using I&T Resources responsibly and appropriately.

CFO/Corp Sec is responsible for:

- Consultation with the City Solicitor and/or City Auditor General Office directing and supervising user monitoring and presenting the results to the referring parties for decision.
- Reviewing suspected policy violations with the reporting members of the Senior Management Team.
- Providing advice and direction regarding the legal rights of access to information and privacy protection contained in the *Acts*.

Senior Management Team is responsible for:

- Ensuring Authorized Users have read the Information & Technology Acceptable Use Policy.
- Being the first point of contact for Authorized Users to seek clarification of this policy.
- Authorizing Users to access information and technology resources.
- Consultation with the ITMT, and authorizing exceptions to this policy for work related requirements.
- Reporting suspected policy violations to the CFO/Corp Sec, including the details of the basis for the reasonable belief.

Director, IT/Telecom/Records & Archives, as directed by the CFO/Corp Sec is responsible for:

- Configuring remote access to the network.
- Configuring designated usage of the internet.
- Performing system monitoring.

Information & Technology Authorized Staff is responsible for:

- Supporting the day-to-day operations such as data transfer, data backup, and the installation and configuration of hardware and software.

Exhibition Place

Policy Name	Policy Type
Investigation Briefing Note Protocol Guidelines	**Corporate**
Original Date	**Revision Date**
December 8, 2020	

Guideline Statement

The purpose of these guidelines is to provide information about the protocol and procedure to be followed when Senior Management need to be made aware or support is required in the handling of a major incident that has taken place, a significant complaint that was brought forward, and an issue raised that needs further investigation.

Application

Significant issues arise on occasion where staff may be required to escalate the matter to senior management for support or legal advice. These issues can have considerable consequences:

- political interference
- require legal consultation
- financial implications and risk
- bring harm to the reputation of Exhibition Place in the broader community or city

The Briefing Note is intended to assist staff in summarizing relevant information for senior management, human resources, or seek additional support.

Definitions

Issues

Summarize the subject/nature of the complaint, allegation, political matter, or accusation.

Background Information/Key Points

Provide the most pertinent details in sentence form (what, when, where, who, when, along with dates and times of the event).

Recommendations/Actions Required

Provide recommendations and required actions based on operational requirements.

Implementation

The Investigation Briefing Note Protocol Document will be completed by members of the Leadership Team and submitted to the Department Head.

Exhibition Place

Investigation Briefing Note Protocol Document

Issue/Concern/Complaint:

Background Information/Key Points:
(List what, when, where, who and when, with dates and times)

Recommendations/Actions Required:

Follow Up:

Prepared by:
Circulated to:

Date:

Exhibition Place

Policy Name	Policy Type
Job Sharing Policy	**Employee**
Original Date	**Revision Date**
June 1, 2018	**December 8, 2020**

Policy Statement

Exhibition Place provides an opportunity for employees in the same job classification to job share as an option for the employees to have a more flexible work schedule, or as an option leading to retirement provided the job sharing does not negatively affect Exhibition Place operations.

Application

This policy applies only to non-union Permanent Employees.

Definitions

Permanent Employee

An employee hired for a full-time permanent position within the approved permanent staff complement for Exhibition Place.

Conditions

All Permanent Employees will be eligible for consideration under this job sharing policy provided that both employees occupy the same job classification, with the same job duties, and together both employees have the skills and abilities to meet the operational needs of the organization.

Implementation

- Participation for job sharing will only be considered if there are 2 interested employees with the same job classification, job description, and job skills and abilities.
- Employees must together indicate their interest in writing and address this to their Department/Division Head or designate, and the Department/Division Head or designate will consider the request in consultation with Human Resources.
- The Department/Division Head or designate must send written approval, deferral or denial of the request to the employee. If the request is deferred or denied, the Department/Division Head or designate must explain the reasons to the employee.
- Participating employee's status under the *OMERS Act* will be changed from full time to other than continuous full time (OTCFT), and employees will be moved from the bi-weekly payroll to a weekly payroll processing with a requirement to submit a weekly time sheet.
- Participating employees will be paid a percentage vacation pay on each payroll based on earnings, and therefore will not be eligible to accumulate vacation time. Any vacation time earned prior to the commencement of the job share arrangement will be available to the employee for their use.
- Employees who job share must, prior to commencement of the job sharing assignment, elect or not elect to participate in the Exhibition Place benefit plans. If

they elect to participate then the employee is required to pay pro-rated costs for the Extended Health Care, Dental, Group Life, Accidental Death and Dismemberment, and Long Term Disability Insurance premiums based on the hours worked in the preceding eight (8) pay periods. Outlined in the chart below is an example of how the proration of benefit costs will be applied depending on hours worked by an employee. Cost details will be calculated when a job sharing plan is developed for specific employees. Exhibition Place will initially pay for 100% of the cost of benefits and invoice the employee its pro-rata share of the cost on a monthly basis in arrears which will be recovered through payroll deductions.

Hours Worked	Premiums paid by Exhibition Place
0 – 111 hours	0%
112 – 167 hours	20%
168 – 223 hours	40%
224 – 335 hours	55%
336 – 447 hours	75%
448+ hours	100%

- Employees will be eligible for one Float Day annually.
- Employees will be eligible for Statutory Holidays depending on the number of hours worked in the preceding 4 week period.
- Employees who are sharing one job must ensure coverage of all work assignments to meet the operational needs of Exhibition Place, and in accordance with the required approvals under the time and attendance management program.
- The terms of the job share plan must be documented and agreed to by all parties which terms can only be changed by mutual consent.
- If either employee decides to terminate the job sharing assignment for any reason then both employees must resume their full-time positions. Other than an emergency situation, employees in a job sharing assignment must commit to providing six (6) months notice of their decision to terminate.
- Participating employees will share one office workstation.
- Participating employees will receive an Annual Performance Review and be eligible for payments of Performance Financial Rewards on a pro-rata basis to the hours worked in any year ending December 31st.
- Participating employees will not be eligible for Lieu Time or Overtime.

Exhibition Place

Policy Name	Policy Type
Jury Duty / Witness Service Policy	**Employee**
Original Date	**Revision Date**
June 1, 2018	**December 8, 2020**

Policy Statement

Exhibition Place provides paid leave of absence for employees who are called to serve as jurors or witnesses in civil or criminal cases.

Application

This policy applies to Permanent Employees on date of hire, and Full-Time Renewable Contract Employees after six (6) months of consecutive employment.

Definitions

Full-Time Renewable Contract Employee

An employee hired to work full-time hours in a position that is not part of the permanent staff complement for Exhibition Place.

Permanent Employee

An employee hired for a full-time permanent position within the approved permanent staff complement for Exhibition Place.

Conditions

Employees must provide the summons or subpoena to their Department/Division Head or designate before attending court, and a certificate showing the period of jury/witness service.

Implementation

Salary & Benefits

Employees are paid their regular pay provided they submit any compensation received for jury or witness service to their Department/Division Head or designate, unless this compensation is paid for days they are not scheduled to work.

Compensation received by the employee for travelling expenses and meal allowance does not have to be returned to the Exhibition Place.

All benefits continue during the leave.

An employee's service is not affected by the leave, and an employee's vacation entitlement and pension credit do not change.

Exhibition Place

Policy Name	Policy Type
Leave Without Pay Policy	**Employee**
Original Date	Revision Date
January 1, 2017	**December 8, 2020**

Policy Statement

Exhibition Place allows employees to take an extended period of leave for personal reasons provided it does not negatively affect Exhibition Place operations.

Application

This policy applies to non-union employees who have completed their probationary period, and are eligible for leave without pay.

Definitions

Leave without Pay

An authorized leave for up to one (1) year without pay or benefits.

Conditions

Employees may apply for a leave period of up to one (1) year.

An employee must make the request for leave to their Department/Division Head or designate. and provide lead time to plan for the employee's extended absence. The minimum time should be one (1) month in advance of the proposed start date for the leave.

Employees may apply for a leave without pay at any time of the year.

The leave of absence must be approved by their Department/Division Head or designate.

When the employee submits a request, the Department/Division Head or designate may:

- approve the request
- approve the request but defer the leave time
- deny the request

The Department/Division Head or designate must send written approval, deferral, or denial of the leave request to the employee. If the request is deferred or denied, the Department/Division Head or designate must explain the reasons to the employee, and indicate whether the employee's request can be granted at a future date.

The Department/Division Head or designate should evaluate applications on the basis of consistent criteria to ensure employees are treated in a fair and equitable manner. In a situation where a number of employees within the same Department/Division or section apply for leave at the same time, the Department/Division Head or designate may need more information to prioritize requests, and should consult with Human Resources.

The terms of the planned leave are documented and agreed to by both parties, when a leave is approved, and can only be changed by mutual consent.

Return from leave

An employee returning from leave without pay will return to their former position or a suitable alternate position, if available. While an employee is on leave a position may be filled with acting staff, temporary staff, or left vacant.

Implementation

Guidelines for Assessing Competing Requests for Leaves

On some occasions, two (2) or more employees may request leaves at the same time. If it is not possible to accommodate all applicants, an attempt should be made to negotiate some satisfactory alternative schedule with the parties involved. If no satisfactory resolution can be obtained, the following criteria may be taken into account when making the decision.

Priority should be given to employees requesting a leave under the following circumstances:

- an employee plans to use the leave as a means of easing the transition to full retirement
- a leave is being requested on compassionate grounds (e.g. to provide care to an ill family member)
- an employee has been appointed to a leadership position with a professional or volunteer organization, and requires a leave in order to take the position
- a leave has been requested for a specific time-dated activity that cannot easily be postponed (e.g. attendance at a course of studies)

The Department/Division Head or designate may also wish to take the following factors into account when determining priority among competing requests. A leave has been requested:

- to co-ordinate with other family members
- to provide for a specifically seasonal activity

If it is not possible to resolve the situation given these factors, it is recommended that an objective criterion such as date of application be used to determine priority.

Benefits

A leave without pay is no cost to Exhibition Place. An employee has the option of discontinuing benefits or maintaining all benefits coverage at their own expense. An election form must be completed prior to the commencement of the leave, and the employee must pay the benefit premiums before the leave begins.

Canada Pension Plan & Employment Insurance

On a leave without pay, an employee does not contribute to the Canada Pension Plan or Employment Insurance, and the leave period is not counted as insurable employment. If this is of concern to an employee they should check the implications of their particular situation by contacting their local Employment Insurance Commission Office.

Pension

A leave without pay is a break in service. If an employee wants to maintain pension service credits, they must pay both the employee's and Exhibition Place's pension contributions for the duration of the leave. An election form will be forwarded to the employee following the completion of the leave.

Vacation

Vacation is reduced for the period of the leave taken, on a pro-rated basis. If an employee is on leave for six (6) months they do not earn any vacation credits during the period on leave, but earns vacation for the balance of that year. The period of leave is not counted towards service requirements for calculating increases in vacation entitlements.

Exhibition Place

Policy Name	Policy Type
Lieu Time / Overtime Policy	**Employee**
Original Date	**Revision Date**
June 1, 2018	**December 8, 2020**

Policy Statement

Exhibition Place recognizes the time worked by employees in excess of their normal work day or week.

Application

This policy applies to eligible employees.

Definitions

Employer Holidays

As designated by the Exhibition Place Board.

Public Holidays

As designated under the *Employment Standards Act, 2000*.

Conditions

Approval Requirements

Lieu time / overtime pay cannot be claimed for any period of less than 30 minutes in a workday.

All lieu time / overtime hours must be authorized by the Department/Division Head or designate prior to being worked. The time must be reported through the time and attendance program.

Public or Employer Holidays must be authorized by the Department/Division Head or designate prior to being worked. The time must be reported through the time and attendance program.

Maximum Allowances

The maximum lieu time that may be earned or taken in time-off in any one (1) calendar year (January 1st to December 31st) is 105 hours for a 35-hour week, 112.5 hours for a 37.5-hour week, 120 hours for a 40-hour week, and 126 hours for a 42-hour week. .

There is no maximum on the time earned and/or overtime hours paid for Public and Employer Holidays.

Scheduling Lieu Time

Lieu time may be taken in time off when it is mutually agreeable by the employee and their Department/Division Head or designate.

Lieu time and time earned for working Public or Employer Holidays in the previous calendar year must be scheduled and used by April 30th of the next calendar year. The Chief Executive Officer (CEO) must approve carry over provisions of lieu time beyond April 30th of the next calendar year.

Termination or Retirements

Department/Division Head or designate should encourage staff to use lieu time entitlements. If lieu time or time earned for working Pubic or Employer Holidays cannot be used prior to termination or retirement, Exhibition Place will be responsible for paying the balance of lieu time and time earned for Public or Employer Holidays upon termination or retirement of an employee.

Implementation

Lieu time may be taken in time off when it is mutually agreeable by the employee and their Department/Division Head or designate, and is scheduled and used by April 30th of the next calendar year. Any lieu time carry over beyond April 30th of the next calendar year must be approved by the CEO.

Employees will enter all lieu time/overtime into the ADP Time and Attendance Program.

Employees in Exhibition Place Grades 1 to 7

Are eligible for overtime pay or lieu time at the rate of time and one-half. In the event an employee in this category works a Public or Employer Holiday, they will receive their regular day's pay and lieu time or overtime at time and a half.

Employees in Exhibition Place Grades 8 to 16

Are not eligible for overtime pay; however, lieu time will be granted on a straight time basis.

In the event an employee in this salary grade works a Public Holiday, they will be receive their regular days' pay, and any Public Holiday at one day's regular rate of pay or an alternate day off in lieu of the holiday. If the employee works an Employer Holiday, an employee will receive their regular days' pay and an alternate day off.

Employees in Exhibition Place Grade 17

These employees are not eligible for overtime pay or lieu time.

In the event an employee in this salary grade works a Public Holiday, they will be receive their regular days' pay, and any Public Holiday at one day's regular rate of pay or an alternate day off in lieu of the holiday. If the employee works an Employer Holiday, an employee will receive their regular days' pay and an alternate day off.

Exhibition Place

Policy Name	Policy Type
Long-Term Disability Policy	**Employee**
Original Date	Revision Date
December 8, 2020	

Policy Statement

Exhibition Place provides employees that are off on sick leave for more than six (6) months with a Long-Term Disability (LTD) benefit plan. This plan provides for long-term protection against financial loss for employees who are absent from work due to a long-term illnesses, or non-compensable injuries that may prevent an employee from returning to work at the end of their Short-Term Disability (STD).

Application

This policy applies to non union hourly, Permanent and Full-time Renewable Contract Employees.

Definitions

Benefit Eligibility Date

The employee would be eligible to apply and participate in LTD benefits, once they have exhausted their STD bank. It is critical to understand there is a qualifying and waiting period for LTD benefits, so the employee would need to notify Human Resources with a minimum of four (4) to six (6) weeks of their intention to apply for LTD.

Full-time Renewable Contract Employee

An employee hired to work full-time hours in a position that is not part of the permanent staff complement for Exhibition Place.

Permanent Employee

An employee hired for a full-time permanent position within the approved permanent staff complement for Exhibition Place.

Pre-disability Earnings

The employee's monthly earnings immediately prior to the date total disability commenced.

Proof

Written evidence which is sufficient to verify the circumstances of an event, establish a fact which is pertinent to a person's coverage, or a claim for benefits under this plan. The evidence must be acceptable to the Benefit Provider, received at the office designated by the Benefit Provider, and on forms approved for such purpose by the Benefit Provider.

Qualifying Period

Considered twenty-six (26) weeks from the date of the illness or injury.

An initial period of total disability, starting with the first day of disability, before benefits become payable, as specified in the Benefit Plan Summary. If an employee ceases to be totally disabled during this period and then becomes totally disabled again within three (3)

weeks due to the same cause, the qualifying period will be extended by the number of days during which total disability ceased.

Rehabilitation Income

Income which the employee receives for work performed under a rehabilitation program, including self-employed activity.

Rehabilitation Program

A plan of training or work related activity, recommended or approved by the benefit provider, which is designed to help a disabled employee to re-enter the work force.

Totally Disabled Employee

During the Qualifying Period and the succeeding twenty-four (24) months, an employee is totally disabled when the employee is wholly and continuously disabled due to illness or bodily injury, and as a result is not physically or mentally fit to perform the essential duties of his normal occupation.

Thereafter, an employee is totally disabled provided the employee is wholly and continuously disabled due to illness or bodily injury, and as a result is not physically or mentally fit to perform the essential duties of:

- their normal occupation
- any other occupation, job, or work
- becomes qualified by his education or training or experience, considered collectively or separately
- current monthly earnings are 75% or more of the current monthly earnings for the employee's normal occupation
- availability of such occupations, jobs, or work will not be considered in assessing the employee's disability.

Waiting period

A period of continuous active employment, the waiting period is specified in the Benefit Plan Summary.

Conditions

Eligibility

An employee will be eligible for the coverage specified in the Benefit Plan Summary provided the employee meets the following requirements:

- actively employed
- completes the waiting period specified in the Benefit Plan Summary, where applicable
- under age 65 less the qualifying period
- was covered under this plan, had coverage terminated, wishes to be covered again under this plan, and must satisfy the above eligibility requirements.

- if coverage ceased due to termination of employment, the employee will not have to satisfy the waiting period provided the employee is re-employed within six (6) months of the date coverage was ceased

Application for and Commencement of Coverage

- An employee can apply for LTD benefits once the employee has exhausted the STD bank.
- All eligible employees must apply for coverage.
- Employees must coordinate the application process by informing Human Resources of their intention to apply for LTD benefits coverage at least four (4) to six (6) weeks prior to their tentative Return to Work date.
- If an employee does not inform Human Resources until they have exhausted their STD, there will be no continuation of benefits as there is a qualifying and waiting period for LTD Benefits.

Proof of Claim

- Proof of claim includes the initial claim forms and all medical, psychiatric, psychological, educational, vocational and other information the Benefit Provider considers necessary to assess the claim.
- The initial claim forms must be received by the Benefit Provider within six (6) months after the date of completion of the qualifying period. Whenever the Benefit Provider requests further information, it must be received within six (6) months. Benefits will not be paid if proof is not received within the required timeframe.
- If a totally disabled employee is also entitled to receive benefits from Workers' Compensation or any other source, the time period during which a claim is required to be filed under this plan shall be determined on the same basis as if such employee was not entitled to such benefits.
- The initial claim forms and all information requested by the Benefit Provider must be approved by the Benefit Provider before benefit determination is made. The Benefit Provider may, at any time whether before or after the claim is approved, request from the employee further medical, psychiatric, psychological, educational, vocational, or other information Manulife Financial considers necessary for the assessment or re-assessment of the claim. Such information will be obtained from an examiner or person approved by Manulife Financial. It must include, if requested:
  - a complete description of any physical and/or mental disability
  - a complete description of any physical and/or mental limitations
  - a specific diagnosis
  - a specific prognosis
  - a complete description of the employee's education, training and experience,
  - a complete assessment of the employee's potential for employment
  - a listing of the occupations, jobs, or work for which the employee is qualified by his education or training or experience.
- The Benefit Provider has the right to require the employee to submit to medical, psychiatric, psychological, educational and/or vocational examinations, and evaluations by examiners selected by the Benefit Provider.

Rehabilitation

- A rehabilitation program considered beneficial to a totally disabled employee will be recommended or approved by the Benefit Provider, at the discretion of the Benefit Provider, based on the nature and expected duration of the employee's disability, education, training or experience, and the level of activity required to become actively employed again.
- When recommended by the Benefits Provider, the rehabilitation program will be developed by the Benefit Provider's rehabilitation counsellors, with the co-operation of the employee, the assistance of their physician, the employer, and a specialist on the subject of rehabilitation. A rehabilitation program which is not developed by the Benefit Provider must be approved by the Benefits Provider in order for the provisions of this clause to apply.
- A rehabilitation program may include work for the employer as defined in the plan, or any other employer that is acceptable to the Benefit Provider.
- Monthly benefit payments will not cease for an employee who is able to work under a rehabilitation program and receives rehabilitation income, but will continue as follows:
  - The amount of monthly benefit, as specified under Benefit Determination, will be reduced by 50% of the employee's rehabilitation income. Furthermore, if total income from all sources exceeds 100% of the employee's pre-disability earnings, their benefit will be reduced by such excess amount.
  - Benefits will cease when the employee's rehabilitation income equals 75% or more of the current monthly earnings for the employee's normal occupation.
  - Benefits will be paid for a maximum period of twenty-four (24) months, unless payments cease earlier in accordance with the above.
  - If the employee cannot continue in a rehabilitation program due to his disability, he will again be subject to the regular provisions for benefit payments.
- No payment will be made when any of the following situations occur:
  - The employee is not under continuing medical supervision and treatment considered satisfactory by the Benefit Provider.
  - Disability is due to intentional self-inflicted injuries or illness while sane or self-inflicted injuries or illness while insane.
  - Disability is due to bodily injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country, or participation in a riot.
  - Disability results directly or indirectly and wholly or partially from the commission of a criminal offense.
  - Disability is the result of alcoholism, drug addiction, or the use of any hallucinogen, unless the employee is participating in a therapeutic program, recognized as such by the Benefit Provider, and is under continuous medical supervision by a specialist in this field.
  - An employee who must hold a government permit or license to perform his duties will not be considered totally disabled solely because such permit or license has been withdrawn or not renewed.

- The employee is on maternity leave of absence or could be placed on such leave by the employer according to any maternity leave provisions in the relevant government legislation.
- An employee who becomes disabled due to any cause prior to such leave of absence is eligible for benefits. However, once such disability extends into the leave of absence, benefits are suspended for the duration of the maternity leave.
- Any portion of the maternity leave of absence subsequent to the onset of total disability will be applied towards completing the qualifying period.

Termination of Coverage

An employee's coverage will automatically terminate on the date on which the earliest of the following events occurs:

- The employee no longer satisfies the definition of employee.
- The employee ceases to be actively employed (except as permitted under Continuation of Coverage).
- The employer terminates the employee's coverage.
- The employee enters the armed forces of any country on a full-time basis.
- Coverage on the group, division, or class to which the employee belongs, terminates.
- The employee dies.
- The employee attains age 65 less the qualifying period. However, coverage will cease at the end of the month coincident with the date of such event.
- The employee retires.
- If on the date of termination an employee is totally disabled, benefits will be extended beyond the date of termination as specified in the Benefit Summary.

Cessation of Benefit Payments

The last payment covers the period beginning on the first day of the month in which one of the following events occurs up to but not including the date of such event:

- The employee is no longer totally disabled.
- The employee attains age 65. However, if benefit payments commence during the twelve (12) months immediately preceding the employee's 65th birthday, benefit payments will continue during the disability up to a maximum of twelve (12) months.
- The employee does not comply or ceases to comply with the Proof of Claim provision.
- When requested by Manulife Financial, the employee refuses or fails to undergo medical, psychiatric, psychological, educational and/or vocational examinations, and evaluations by examiners selected by Manulife Financial.
- When requested by the Benefit Provider as it is considered beneficial to the employee, the employee refuses or fails to undergo medical, psychiatric or psychological treatment, or participate in a rehabilitation program, alcoholism, drug addiction or substance abuse treatment program.
- The employee is incarcerated in a prison or mental institution by authority of a criminal court.

- In accordance with provisions under Third Party Liability, the employee refuses to complete and return a Reimbursement Agreement/Direction form, or comply with the terms of a signed Reimbursement Agreement/Direction form.
- The date the employee elects to receive early retirement benefits under a benefit plan related to the employee's retirement.
- The employee dies, in such event the last payment will include the date of death.

Implementation

When an employee advises Human Resources they want to apply for LTD benefits, Human Resources will provide the employee with the LTD package and discuss the process. The employee will be provided with a package that will include a consent to release personal information form, a Plan Sponsor Statement, Plan Member Statement, and an Attending Physicians Statement. The employee will be required to submit to the Benefit Provider, the Member Statement, all requested proof, and the Attending Physicians Statement. The employer will provide the completed Plan Sponsor statement and all information requested by the Benefit Provider.

The application is assessed and approved by the Benefit Provider. Coverage commences on the first day the employee satisfies the requirements as outlined in the Benefits Coverage Plan.

No legal action for the recovery of any claim may be brought against the Benefit Provider or the Plan Sponsor.

Once Human Resources have submitted all pertinent information, the Benefits Provider will communicate directly with the employee.

If an employee is approved for CPP disability benefits, the CPP contributions are waived and will not be deducted from your monthly LTD benefit.

LTD payments are directly offset by all other sources of income which includes any WSIB benefits or pension payments (e.g. OMERS).

The employee will be required to contact OMERS and advise them that they have been approved for Long-Term Disability. There will be no contributions made on behalf of an employee while the employee is on Long-Term Disability.

Human Resources will work with the Benefit Provider to facilitate the reintegration of the employee into the workplace when a return to work is medically recommended.

If an employee received payments from WSIB or any other source while receiving LTD benefits, an employee is required to inform the Benefit Provider and pay back additional payments received for this period.

Employees will remain inactive for the period they are on Long-Term Disability.

An employee will receive 75% of his pre-disability earnings on a monthly basis. The Long-Term Disability benefits payable under this plan are taxable, since the employer is paying all or part of the contributions for this benefit on behalf of the employees.

Claim payments are made payable to the employee. The initial and final claim payments may be sent to the employer for delivery to the employee. All other claim payments will ordinarily be sent directly to the employee or deposited directly to the employee's bank account, at the employee's option.

If the employee dies before all benefits have been paid, the remaining benefits to which the employee was entitled prior to their death will be paid to the employee's estate.

Benefits

Employees will continue to receive Health & Dental coverage.

Employees are responsible for any premiums that they would normally pay for benefits that are not covered by the basic plan (e.g. optional life insurance).

Pension

If you are a member of the OMERS Pension Plan, and under age 60, you will be given the option of a Disability Waiver of Premium. Any payments received from OMERS will be reduced from your LTD benefit.

Vacation / Float Days / Leaves

Employees will not accrue vacation credits, float days, or any other type of leave while on LTD.

Exhibition Place

Policy Name	Policy Type
Military Leave for Reservist Employees Policy	**Employee**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

Exhibition Place supports employees who are reservists and allows them to take a leave of absence to fulfill their reservist duties.

This leave will be administered in accordance with the *Employment Standards Act, 2000 (ESA 2000).*

Application

This policy applies to all employees.

Conditions

Employees who are reservists and who are deployed to an international operation, an operation within Canada that is or will be providing assistance in dealing with an emergency, its aftermath including search and rescue operations, and recovery from national disasters (e.g. flood relief, military aid following ice storms, and aircraft crash recovery) are entitled to unpaid leave for the time necessary to engage in that operation. In the case of an operation outside Canada, the leave would include pre-deployment and post-deployment activities that are required by the Canadian Forces in connection with that operation.

In order to be eligible for reservist leave, you must have been employed by Exhibition Place for at least six (6) consecutive months.

Implementation

Employees applying for leave must provide their Department/Division Head or designate with reasonable written notice of the day on which the leave will begin and end.

Employees on reservist leave are entitled to be reinstated to the same position or a comparable positon.

Lengths of service or seniority credits, where applicable, continue to accumulate during the leave.

The employer is not required to continue any benefit plans during a Reservist Leave.

Exhibition Place

Policy Name	Policy Type
Organ Donor Policy	**Employee**
Original Date	Revision Date
January 1, 2017	**December 8, 2020**

Policy Statement

Exhibition Place supports employees who are organ donors and allows them to take up to thirteen (13) weeks of unpaid leave.

This leave shall be administered in accordance with the *Employment Standards Act, 2000 (ESA, 2000).*

Application

This policy applies to all employees.

Definitions

Qualified Health Practitioner

A person who is qualified to practise as a physician, registered nurse, or psychologist under the laws of the jurisdiction, a member prescribed class of health practitioners.

Week

Defined for Family Medical Leave purposes as a period of seven (7) consecutive days beginning on a Sunday and ending on a Saturday. Week is defined in this way to correspond with the beginning and end of the week set for Employment Insurance (EI) entitlement purposes.

Conditions

The employee must have been employed by Exhibition Place for at least thirteen (13) weeks, and must be donating all or part of one of the following organs to another person.

- Kidney
- Liver
- Lung
- Pancreas
- Small Bowel

The employee must give notice of their intent to take an organ donor leave with as much advance notice as possible.

Implementation

Generally, organ donor leave begins on the date of the surgery. It may begin earlier as specified by a legally qualified health practitioner. The employee may also extend the leave if a legally qualified health practitioner issues a certificate stating that the employee is not able to perform the duties of their position due to the organ donation. The total maximum amount of time allowed for organ donor leave is twenty-six (26) weeks.

Benefits

Basic benefits coverage (health, dental, group life insurance, STD, and LTD) will continue for eligible employees during this leave, and Exhibition Place will continue to pay the premiums.

Employees are responsible for any premiums that they would normally pay for benefits that are not covered by the basic plan (e.g. optional life insurance).

Pension

Employees who participate in the OMERS plan will be eligible to purchase pension service credits for the leave period upon their return to work from the leave, and Exhibition Place will match these contributions.

Salary

Salary increases will be applied in accordance with the Annual Performance Review Guidelines.

Vacation

Where applicable, employees will continue to earn vacation credits for the duration of the leave.

Exhibition Place

Policy Name	Policy Type
Parental Leave Policy	**Employee**
Original Date	Revision Date
June 1, 2018	**December 8, 2020**

Policy Statement

Exhibition Place provides an unpaid job protected leave of absence up to sixty-one (61) weeks of parental leave to employees.

This leave shall be administered in accordance with the *Employment Standards Act, 2000 (ESA, 2000).*

Application

This policy applies to all employees after thirteen (13) consecutive weeks of employment.

Definitions

Parent

A natural parent, adoptive parent, or person who is in a relationship of some permanence with the natural or adoptive mother or father of the child, and intends to treat the child as their own.

Conditions

Any employee who has taken Pregnancy Leave is entitled to sixty-one (61) weeks of Parental Leave.

A father or any other parent as defined in this policy is entitled to a maximum of sixty-three (63) weeks of parental leave.

A birth or surrogate mother must begin her Parental Leave when her Pregnancy Leave ends after seventeen (17) weeks, or after the child first comes into her custody, care, or control.

A father or any other parent as defined in this policy, must begin their parental leave no later than seventy-eight (78) weeks after the week the child was born, or placed for the purpose of adoption.

Implementation

The employee will notify their Department/Division Head or designate or Human Resources in writing of their request for this unpaid leave, and Human Resources will notify Payroll Services.

Employees are encouraged to provide as much notice as possible before taking Parental Leave, and must provide written notice if they wish to change the return date.

An employee returning from Parental Leave will return to their former position or a comparable position.

Any employee who decides not to return to work after Parental Leave, must give their Department/Division Head or designate at least four (4) weeks notice of their intention to terminate employment.

ESA, 2000 allows for the possibility of both parents taking parental leave, and this may result in a situation where a natural father or an adoptive parent continues their leave fifty-three (53) weeks after the child is born, or is placed for the purpose of adoption. parents. However, the Government of Canada employment insurance parental benefits are available only within fifty-two (52) weeks following the child's birth, or within fifty-two (52) weeks of the child being placed with adoptive parents.

Salary

Salary increases will be applied in accordance with the Annual Performance Review Guidelines.

Benefits

Basic benefits coverage (health, dental, group life insurance, STD, and LTD) will continue for eligible employees during this leave, and Exhibition Place will continue to pay the premiums.

Employees are responsible for any premiums that they would normally pay for benefits that are not covered by the basic plan (e.g. optional life insurance).

Vacation

Where applicable, employees will continue to earn vacation credits for the duration of the leave.

Pension

Employees who participate in the OMERS plan can opt to purchase pension service credits for the leave period, and Exhibition Place will match these contributions.

Top-up Policy

For information on Exhibition Place's Top-Up benefits during Parental Leave, review to the Pregnancy and Parental Leave Top-up Policy.

Exhibition Place

Policy Name	Policy Type
Personal Emergency Leave Guidelines	**Employee**
Original Date	**Revision Date**
January 1, 2018	**December 8, 2020**

Guideline Statement

The purpose of these guidelines is to provide information about the implementation process related to Personal Emergency Leaves (PEL).

This PEL shall be administered in accordance with the *Employment Standards Act, 2000 (ESA 2000).*

Application

This policy applies to all employees.

Definitions

As Needed Contract Employee

An employee hired to work on an as needed basis determined by the operational needs of Exhibition Place and who will not be scheduled to work more than 675 hours per annum or earn more than thirty-five (35%) of the annual yearly maximum pension amount as set out by CRA.

Full-Time Renewable Contract Employee

An employee hired to work full-time hours in a position that is not part of the permanent staff complement for Exhibition Place.

Permanent Employee

An employee hired for a full-time permanent position within the approved permanent staff complement for Exhibition Place.

Term Contract Employee

An employee hired to work full-time hours for a specified fixed term.

Urgent Matter

An event that is unplanned or out of the employee's control, and can cause serious negative consequences, including emotional harm if not responded to.

Conditions

The first two (2) of the ten (10) PEL days are paid after one (1) week of employment.

If a Permanent Employee or Full-Time Renewable Contract Employee is on a waiting period to access benefits and applicable paid leave entitlements, then PEL as set out in the *Employment Standards Act* applies during this waiting period.

Implementation

Employees may take PEL in part days, full days, or in periods of more than one (1) day. Part day absence will be counted as a full day of PEL.

Employees who worked part of a day but missed part of a day to take PEL would be entitled to any wages they actually earned while working, in addition to PEL pay for any PEL taken for up to two (2) days only.

New employees employed for less than one (1) week are not eligible for paid PEL days. The first and second days of PEL taken after one (1) week of employment are paid if they are taken in the same calendar year.

Unionized employees should refer to applicable collective agreement and/or consult with Human Resources for implementation of PEL Policy.

Example Scenarios

Scenario 1

Permanent and Full-time Renewable Contract Employee with benefits and more than one week of employment.

- An employee reports absence from work due to the death of a specified family member for five (5) days from January 22 to January 26, inclusive.
- Under the Bereavement Leave Policy, the employee is entitled to bereavement leave of up to four (4) paid working days.
- The employee's absence will be administered as bereavement leave.
- In this circumstance, the Bereavement Leave policy has provisions that exceed those minimally required.
- As a result, the employee's entitlement to the first two (2) paid PEL days for the calendar year is exhausted.
- The employee's remaining entitlement is up to six (6) unpaid PEL days.

Scenario 2

As Needed Contract, Term Contract Employee and Employee on waiting period for benefits but with at least one (1) week of employment.

- An employee reports absence from work due to personal illness.
- This is the employee's first absence in the calendar year and the employee is not entitled to paid leaves under applicable Exhibition Place policies.
- As this absence from work is due to personal illness, it will be administered as a PEL day.
- As this is the employee's first day of PEL in this calendar year, the PEL day will be paid.
- The employee's remaining entitlement is up to nine (9) PEL days, the first of which will be paid and the rest of which will be unpaid.

Scenario 3

Any Employee with less than one (1) week of employment.

- An employee reports absence from work due to a medical emergency on August 18.
- The employee has less than one (1) week of employment, and is not entitled to paid leaves under applicable Exhibition Place policies.

- As this absence from work is due to medical emergency, it will be administered as a PEL day.
- Because this is the employee's first PEL day in this calendar year, and because the employee has not completed at least one (1) week of employment, this PEL day will be unpaid.
- The employee's remaining entitlement is up to nine (9) PEL days, the first two (2) of which will be paid and the remaining seven (7) will be unpaid

Further scenario with same employee:

- The employee reports absence from work due to personal illness on August 29.
- This is the employee's second absence in this calendar year.
- As this absence from work is due to personal illness, it will be administered as a PEL day.
- Because the employee has completed at least one (1) week of employment, the first PEL day in the same calendar will be paid.
- The employee's remaining entitlement is up to eight (8) PEL days, the first of which will be paid, and the six (6) remaining will be unpaid.

Policies

For further details, refer to the Personal Emergency Leave Policy.

Exhibition Place

Policy Name	Policy Type
Personal Emergency Leave Policy	**Employee**
Original Date	**Revision Date**
June 1, 2018	**December 8, 2020**

Policy Statement

Exhibition Place provides up to ten (10) days of job-protected leave per calendar year to employees for personal emergencies due to personal illness, injury, or medical emergency as well as, death, illness, injury or medical emergency, or other urgent matters relating to family members. This leave shall be administered in accordance with the *Employment Standards Act, 2000 (ESA 2000).*

Application

This policy applies to all employees.

Definitions

Family Member

A family member is defined as:

- spouse
- brother, brother-in-law, step-brother, sister, sister-in-law, step-sister of employee
- children, step-children, daughter-in-law, son-in-law, foster child of employee or employee's spouse
- parent, step-parent, mother-in-law, father-in-law, foster parent of employee or employee's spouse
- grandparent, step-grandparent of employee or employee's spouse
- grandchild, step-grandchild of employee or employee's spouse
- nephew or niece of employee or employee's spouse
- person who considers the employee to be like a family member
- relative of the employee who is dependent on employee for care or assistance
- spouse of a child of employee
- uncle or aunt of employee or employee's spouse

Medical Certificate

A written document from a Qualified Health Practitioner.

Qualified Health Practitioner

A person who is qualified and licensed to practice as a physician, registered nurse, or a psychologist, under the laws of the jurisdiction in which care or treatment is provided, a member prescribed class of health practitioners.

Spouse

The employee's married, common-law, or same-sex partner.

Conditions

Employees are entitled to up to ten (10) days of leave; two (2) paid and eight (8) unpaid. The first two (2) days of the leave in each calendar year are paid provided the employee has more than one (1) week of service. The two (2) paid leave days must be taken before the eight (8) unpaid leave days are taken.

Exhibition Place may require an employee to provide reasonable evidence that the employee is entitled to the leave. The employee cannot request a Medical Certificate from a Qualified Health Practitioner until after the ten (10) personal emergency leave days are taken.

Implementation

The employee will notify their Department/Division Head or designate or Human Resources of their request for this leave, and Human Resources will notify Payroll Services.

Employees may take the leave in part days, full days, or in periods of more than one day. Part day absence will be counted as a full day leave.

If a personal emergency paid leave day falls on a public holiday, the employee is not entitled to premium pay for any leave taken under this section.

Permanent Employees and Full-Time Renewable Contract Employees have a greater benefit, and must draw paid leaves from applicable policy entitlements.

For unionized employees, if the collective agreement provides a greater right or benefit than the provisions of this leave, then the terms of the collective agreement apply instead of the policy.

The Department/Division Head or designate will initiate a change form, and send the change form, letter, and doctor's note to Human Resources.

Human Resources will notify Payroll Services, and update the ADP Time and Attendance Program.

Benefits

Basic benefits coverage (health, dental, group life insurance, STD, and LTD) will continue for eligible employees during this leave and Exhibition Place will continue to pay the premiums.

Employees are responsible for any premiums that they would normally pay for benefits that are not covered by the basic plan (e.g. optional life insurance).

Pension

Employees who participate in the OMERS plan will be eligible to purchase pension service credits for the leave period upon their return to work from the leave, and Exhibition Place will match these contributions.

Salary

Salary increases will be applied in accordance with the Annual Performance Review Guidelines, had the employee been actively working during the leave and applied to their base salary upon their return to work.

Vacation

Where applicable, employees will continue to earn vacation credits for the duration of the leave.

Guidelines

For further information on the implementation of this policy, refer to the Personal Emergency Leave Guidelines.

Exhibition Place

Policy Name	Policy Type
Police Reference Check Policy	**Employee**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

Exhibition Place supports a high performing, skilled, diverse, and engaged workforce to serve the grounds, its tenants, events, and visitors. In order to select the best candidates for employment with Exhibition Place, a number of screening tools including employment reference checks are required as part of the hiring process. Police Reference Checks may also be necessary for some employment or volunteer positions in Exhibition Place.

Application

This policy applies to all employees, volunteers, and job applicants applying to positions, which have been designated as having a police reference check requirement as a condition of employment or volunteer placement. The requirement for a Police Reference Check does not apply to existing employees in a designated position or in a position which becomes designated at a later date, unless there is a legislative requirement to conduct a criminal record check on employees in that position.

Definitions

Criminal Record Check

A summary of an individual's criminal charges and their dispositions, including convictions and discharges, as stored in the RCMP National Repository of Criminal Records.

Designated Positions

Employment positions or volunteer placements which have been identified and advertised as requiring a police reference check at the time of hire or placement.

Police Reference Check

A process which verifies whether an individual has a criminal record in Canada, and provides relevant details from police service databases. A Policy Reference Check is either a Criminal Record Check or a Vulnerable Sector Police Reference Check.

Vulnerable Persons

Persons who, because of their age, disability, or other circumstance, either temporarily or permanently, are in a position of dependence on others, or are at a greater risk than the general population of being harmed by persons in a position of authority or trust.

Conditions

The Chief Executive Officer or designate shall determine which positions at Exhibition Place shall be designated as having a requirement for a Police Reference Check.

No individual shall commence employment or volunteer duties in a designated position until an original copy of their Police Reference Check has been reviewed and approved by the Department/Division Head or designate.

A Police Reference Check shall be deemed acceptable for the purpose of this policy if it was issued within six (6) months of being presented for review. Any candidate who is unable to provide a current original copy of their Police Reference Check at the time of hiring shall be given a conditional offer of employment pending the receipt and review of their Police Reference Check. Failure to provide the Police Reference Check in a timely manner shall automatically rescind the conditional offer of employment.

If a candidate for employment provides a copy of a Police Reference Check with criminal record findings, a review of the specifics of the situation will take place. The Department/Division Head or designate shall consult with Human Resources, and when necessary with City Legal Services, to determine if the specific content of the criminal record is relevant to the designated position and if the conditional offer of employment should be revoked.

This confidential review shall take place in accordance with the *Ontario Human Rights Code* and the *Municipal Freedom of Information and Protection of Privacy Act*. Employees who were initially hired with a requirement for a Police Reference Check shall immediately notify their Department/Division Head or designate of any change that would negatively affect their original criminal record. Failure to do so shall be considered grounds for disciplinary action, up to and including dismissal. An existing employee being hired or moved into a designated position may be required to provide a copy of a current Police Reference Check for review. This requirement shall be identified on the job posting.

Implementation

The original copy of the Police Reference Check must be returned to the applicant and a copy will be securely filed by Human Resources. The Department/Division Head in conjunction with Human Resources that require a Police Reference Check as a condition of employment or volunteer placement are responsible for developing a standard and consistent process for reviewing these documents. This process shall be documented and approved in advance by the Chief Executive Officer.

Exhibition Place

Policy Name	Policy Type
Political Activity Policy	**Employee**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

The City recognizes the right of City and Agency employees to participate in political activity balanced against the City's legitimate interest in having a public service that both is and appears to be impartial. All public servants have the fundamental right to vote and attend all-candidates meetings.

The political activity By-law provisions set out restrictions on the use of City or Agency resources while engaging in political activity and while at work; and establish requirements for City and Agency employees when they seek appointment or election to public office. These provisions also set out limitations for some public servants.

The political activity provisions address the need for a balance between an employees' right to engage in political activity and the requirement for the public service to be politically impartial.

All City and Agency employees are entitled to vote and attend all-candidate meetings and engage in political activity subject to the political activity provisions.

Application

This policy applies to all employees.

Definitions

Political Activity

Political activity is applicable to municipal, school board, provincial, and federal elections and Toronto municipal referendum questions. This includes:

- supporting or opposing a political party and/or candidate before or during an election
- seeking nomination or being a candidate in an election
- seeking appointment to a municipal council or school board
- canvassing or campaigning on a Toronto municipal referendum question

Conditions

Prohibited Political Activities

A City or Agency employee will not:

- Use City or Agency resources, including facilities, equipment, or supplies while engaging in political activity.
- Engage in political activity during working hours.
- Engage in political activity while wearing a City or Agency uniform.
- Wear clothing or buttons that advertise any candidate, political party, or referendum issue while at work or while wearing a City or Agency uniform.

- Use his or her title or position within the City or Agency in a way that would lead a member of the public to infer that the City or Agency is endorsing a candidate, political party, or a particular response to a referendum question.

Implementation

1. Designated Positions

The following City and Agency positions are 'Designated Employees' and have limitations on the political activity they may engage in:

- City Manager
- City Solicitor
- Deputy City Managers
- City Clerk and staff that support the City Clerk to administer a Toronto election
- Division Heads
- Agency Heads of Large and Small Agencies
- Designated Directors and Similar Positions
- Employees who routinely provide governance and procedural advice directly to City Council, Agency Boards and their Committees, or in the operation of the Office of the Mayor and Members' Offices
- Employees responsible to enforce Article II, Election Signs of Toronto Municipal Code Chapter 693, Signs
- Employees who prosecute City by-laws or Provincial statutes
- City and Agency employees that support the City Clerk in the administration of a Toronto election or referendum question

The City Manager, Deputy City Managers, City Solicitor, City Clerk, and Elections staff may not engage in political activity in any election.

Division Heads and Heads of Large Agencies are permitted to run for elected office, seek appointment to a municipal council, or school board, be a member of a political party, and contribute to a candidate, except in a Toronto municipal election. These positions are restricted from campaigning or canvassing for a political party or candidate before or during municipal, provincial, and federal elections, or related to a Toronto referendum question.

Heads of Small Agencies, Designated Directors and Similar Positions, employees who routinely provide governance and procedural advice directly to City Council, Agency Boards and their Committees, the operation of the Office of the Mayor and Members' Offices, employees responsible for enforcing Article II, Election Signs of Toronto Municipal Code Chapter 693, Signs, and employees who prosecute City by-laws or Provincial statutes, are restricted from campaigning or canvassing to support or oppose a candidate before or during a Toronto municipal election, or campaigning or canvassing on a Toronto referendum question.

City and Agency employees that support the City Clerk in the administration of a Toronto election or referendum question may not engage in political activity in the Toronto election in which they are working.

2. Employees Not Designated

Where City and Agency employees not identified as 'Designated Employees' in Section 5 are uncertain of whether intended political activity may impair or be perceived to impair their ability to perform their duties in a politically impartial manner, they are required to disclose such political activity, and seek guidance from their immediate supervisor, manager, or the Human Resources Manager.

Seeking Election or Appointment to Political Office

City or Agency employees may seek election or appointment to political office, subject to the requirements set out below.

a. City or Agency Employees Seeking Election to Toronto City Council
   - A City or Agency employee is eligible to be a candidate for and to be elected as a member of Toronto City Council. In accordance with the Municipal Elections Act, 1996, a City or Agency employee:
     - Must take an unpaid leave of absence to become a candidate for Toronto City Council. The leave will begin on the day the employee files his or her nomination papers and will end on voting day.
     - Must provide written notice, in advance, of his or her intentions to take unpaid leave pursuant to City or Agency procedures.
     - Is entitled to be paid out any vacation pay or overtime pay owing during the period of the unpaid leave of absence.
   - If the City or Agency employee who takes a leave of absence is not elected, the leave will not be counted in determining the length of his or her service for any purpose and the service before and after the leave shall be deemed to be continuous for all purposes.

b. City or Agency Employees Seeking Appointment to Toronto City Council
   - A City or Agency employee is eligible to seek appointment to and be appointed as a member of Toronto City Council. Any City or Agency employee seeking appointment must:
     - Take an unpaid leave of absence. The leave will begin on the day the employee files his or her declaration of qualification and consent papers with the City Clerk, and will end when City Council determines who will be appointed.
     - Provide written notice, as soon as reasonably possible, of his or her intentions to take unpaid leave to seek appointment pursuant to City or Agency procedures.
   - If the City or Agency employee is elected or appointed to Toronto City Council, he or she will be deemed to have resigned from employment with the City or Agency immediately before making the declaration of office referred to in section 186 of the *City of Toronto Act, 2006*.

c. City or Agency Employees Seeking Election or Appointment to Other Municipal Councils or School Boards

- A City or Agency employee is eligible to be a candidate for and to be elected as a member of any municipal council or school board or seek appointment to and be appointed as a member of any municipal council or school board.
- To become a candidate or seek appointment, a City or Agency employee may take an unpaid leave of absence. If the employee intends to take unpaid leave, he or she must provide written notice to request an unpaid leave pursuant to City or Agency procedures.
- If a City or Agency employee is elected or appointed to another municipal council or school board, the employee is not required to resign, but is subject to the Conflict of Interest Policy, and other applicable employment policies and performance expectations.

d. City or Agency Employees Seeking Election to Provincial and Federal Office
   - A City or Agency employee is eligible to be a candidate for and be elected as a member of Provincial legislature or Federal parliament. To become a candidate, a City or Agency employee must take an unpaid leave of absence and provide written notice to request an unpaid leave pursuant to City or Agency procedures.
   - If a City or Agency employee is elected to provincial or federal office, they shall be deemed to have resigned from employment with the City or Agency.

3. Use of Corporate Resources

A City or Agency employee on a leave of absence while seeking election or appointment to any elected office, cannot use any City or Agency resources during that time, or act in a manner that could reasonably give rise to a presumption that they are using City or Agency resources during the leave period. All access to City or Agency resources, including security, parking, voice-mail, and computer access will be temporarily disabled during the employee's leave.

4. Employee Time to Vote

The City and its Agencies will ensure that every employee who is qualified to vote will have three consecutive hours available to vote while the polls are open on Election Day.

5. Seeking Guidance and Advice

If a City or Agency employee is unsure about the appropriateness of his or her participation in political activity, they should consult with their immediate supervisor/manager or the Human Resources Manager.

6. Failure to Comply with the Policy

A City or Agency employee who fails to comply with the political activity provisions may be subject to disciplinary action up to and including dismissal.

7. Related Policy

The City of Toronto Policy on Use of City Agency and Corporation Resources During an Election, was adopted by City Council February 20, 2013.

http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2013.EX28.1

Exhibition Place

Policy Name	Policy Type
Pregnancy and Parental Leave Top-up Policy	**Employee**
Original Date	**Revision Date**
June 1, 2018	**January 1, 2021**

Policy Statement

Exhibition Place provides top-up payments to eligible employees while on Pregnancy and Parental leave.

Application

This policy applies to Permanent Employees on date of hire, and Full-Time Renewable Contract Employees after six (6) months of consecutive employment.

Definitions

Full-Time Renewable Contract Employee

An employee hired to work full-time hours in a position that is not part of the permanent staff complement for Exhibition Place.

Permanent Employee

An employee hired for a full-time permanent position within the approved permanent staff complement for Exhibition Place.

Conditions

Employees must provide proof of EI benefits payment to Payroll Services.

Implementation

The employee will notify their Department/Division Head or designate or Human Resources in writing of their request for this leave, and Human Resources will notify Payroll Services.

Payment during Pregnancy Leave

Employees who are eligible for pregnancy leave benefits may collect EI benefits for up to a maximum of fifteen (15) weeks of the seventeen (17) weeks of pregnancy leave. The fifteen (15) weeks can start as early as twelve (12) weeks before the expected date of birth, and can end as late as seventeen (17) weeks after the actual date of birth.

Exhibition Place will pay to eligible employees a top-up to 85% of the employee's wages less EI benefits and other earnings, for up to twelve (12) months or the employee can elect to spread it over a period of up to eighteen (18) months. This will provide all employees with the same total amount of top-up entitlement.

EI benefits are paid to one parent or the other or can be split between both parents.

Payment Options

Employees who are eligible for parental benefits may collect EI benefits who are caring for a newborn or newly adopted child or children. There are two options available for receiving parental benefits as noted below. The employee will select their preferred option, provide a written directive to Human Resources who will inform Payroll Services.

Standard Option

Under the standard option, eligible employees may collect EI benefits for up to thirty-five (35) weeks of parental leave within a 52-week period after the week the child was born, or placed for the purpose of adoption. Two parents can share these thirty (35) weeks of standard parental leave.

Exhibition Place will pay to eligible employees a top-up to 85% of the employee's wages less EI benefits and other earnings, for up to twelve (12) months or the employee can elect to spread it over a period of up to eighteen (18) months. This will provide all employees with the same total amount of top-up entitlement.

EI benefits are paid to one parent or the other or can be split between both parents.

Extended Option

Under the extended option, eligible employees may collect EI benefits for up to sixty-one (61) weeks of parental leave within a 78-week period after the week the child was born, or placed for the purpose of adoption. Two parents can share these thirty (35) weeks of standard parental leave.

Exhibition Place will pay to eligible employees a top-up to 85% of the employee's wages less EI benefits and other earnings, for up to twelve (12) months or the employee can elect to spread it over a period of up to eighteen (18) months. This will provide all employees with the same total amount of top-up entitlement.

Employment insurance is paid to one parent or the other or can be split between both parents.

Salary

Salary increases will be applied in accordance with the Annual Performance Review Guidelines.

Benefits

Basic benefits coverage (health, dental, group life insurance, STD, and LTD) will continue for eligible employees during this leave and Exhibition Place will continue to pay the premiums.

Employees are responsible for any premiums that they would normally pay for benefits that are not covered by the basic plan (e.g. optional life insurance).

Vacation

Where applicable, employees will continue to earn vacation credits for the duration of the leave.

Pension

Employees who participate in the OMERS plan can opt to maintain pension service credits. However employees are responsible to pay their portion of pension contributions and Exhibition Place will match these contributions

Exhibition Place

Policy Name	Policy Type
Pregnancy Leave and Accommodation Policy	**Employee**
Original Date	**Revision Date**
June 1, 2018	**December 8, 2020**

Policy Statement

Exhibition Place provides an unpaid job protected leave of absence of up to seventeen (17) weeks of for pregnancy leave to employees.

This leave shall be administered in accordance with the *Employment Standards Act, 2000 (ESA, 2000).*

Application

This policy applies to all employees after thirteen (13) consecutive weeks of employment.

Definitions

Parent

- a natural or adoptive parent
- a person who is in a relationship of some permanence with the natural or adoptive mother or father of the child and intends to treat the child as his or her own

Conditions

An employee is entitled to seventeen (17) weeks of pregnancy leave.

An employee who has a still-birth or miscarriage will be eligible for twelve (12) weeks of pregnancy leave.

The leave may start as early as twelve (12) weeks before the expected date of birth, and end as late as seventeen (17) weeks after the actual date of birth.

An employee must provide at least two (2) weeks' written notice before the start of the leave. The notice period is waived in the event of pregnancy complications or premature birth; however, written notice is still required.

Implementation

The employee will notify their Department/Division Head or designate or Human Resources in writing of their request for this unpaid leave, and Human Resources will notify Payroll Services.

An employee must provide at least four (4) weeks' notice before returning to work from pregnancy leave.

An employee returning from pregnancy leave will return to their former position or a comparable position.

Exhibition Place accommodates the needs of pregnant employees who are unable to perform all their duties because of pregnancy. This accommodation may include adjusting employees' job responsibilities or finding alternate work. The needs of each employee are assessed on an individual basis.

If an employee asks to be reassigned to alternate work because they are unable to perform their duties as a result of pregnancy, or if an employee's doctor recommends reassignment because there may be a risk in continuing to perform a particular type of work, every effort will be made to reassign the employee to a position of similar responsibility. An employee who is reassigned continues to be paid at their current rate.

Employees who are absent from work because of pregnancy-related complications may use their short-term disability plan to cover the period of absence upon receipt of substantiating medical documentation.

Salary

Salary increases will be applied in accordance with the Annual Performance Review Guidelines.

Benefits

Basic benefits coverage (health, dental, group life insurance, STD, and LTD) will continue for eligible employees during this leave, and Exhibition Place will continue to pay the premiums.

Employees are responsible for any premiums that they would normally pay for benefits that are not covered by the basic plan (e.g. optional life insurance).

Vacation

Where applicable, employees will continue to earn vacation credits for the duration of the leave.

Pension

Employees who participate in the OMERS plan can opt to purchase pension service credits for the leave period and Exhibition Place will match these contributions.

Top-up Policy

For information on Exhibition Place's Top-Up benefits during Pregnancy Leave, review to the Pregnancy and Parental Leave Top-up Policy.

Exhibition Place

Policy Name	Policy Type
Professional Development Policy	**Employee**
Original Date	Revision Date
January 1, 2017	**December 8, 2020**

Policy Statement

Exhibition Place is a work environment committed to ensuring and encouraging continuous learning as a means of maintaining a competent workforce, which provides a high standard of service to the public, and provides opportunities to upgrade knowledge and skills to perform jobs effectively.

Exhibition Place provides various types of assistance to employees who wish to improve their competencies. All requests must be work related and consistent with the employee's career plans as discussed with their Department/Division Head or designate. Prior to participation in any of the following, authorization must be obtained from the employee's Department/Division Head or designate.

Application

This policy applies to Permanent Employees and Full-Time Renewable Contract Employees.

Definitions

Course/Programs

Courses offered by provincially recognized institutions are generally greater than five (5) days in duration, and the costs are referred to as 'tuition'. Employees must attend and/or participate in courses on non-work time.

Full-Time Renewable Contract Employee

An employee hired to work full-time hours in a position that is not part of the permanent staff complement for Exhibition Place.

Permanent Employee

An employee hired for a full-time permanent position within the approved permanent staff complement for Exhibition Place.

Tuition

A sum of money charged for teaching or instruction by a post-secondary institution.

Conditions

The request for reimbursement of courses/programs fees must be initiated by the employee.

Employees must attend tuition based programs outside of normal working hours unless the employee has requested a leave of absence, and that request has been approved.

The course(s) requested must be work-related and consistent with the employee's career plans as discussed with their Department/Division Head or designate.

Courses must be delivered by a bona fide educational institution, agency, or proprietor of continuous learning services. Courses that are eligible include, but are not limited to,

postsecondary education through community colleges and universities (undergraduate and graduate level programs), accreditations related to trades and vocations, and professional designations and certifications.

Classroom and e-learning programs through distance learning and correspondence courses are acceptable.

Tuition reimbursement is limited to 80% of the total cost of tuition, student fees, course materials, books, and examination fees. Parking fees and other incidentals will not be reimbursed.

Tuition assistance reimbursement is limited to a maximum of $1,500 (Canadian) per employee per calendar year (January 1st – December 31st). The actual amount any one individual may receive will be based on the available budget, business priorities, the principle of equitable access to available funds, and anticipated demand.

Requests for tuition reimbursement must be approved by the Department/Division Head or designate, and presented to the Chief Executive Officer for approval.

Implementation

Standard application forms must be completed and submitted for approval to the Department/Division Head or designate. The form requires employees to include a description of how the professional development contributes to their knowledge, competence, and/or career development plans. The form must be signed by the Department/Division Head or designate to ensure that:

- Funds are available; and
- The request reflects the employee's performance development goals.

Employees must receive approval before pursuing any course/program registration. To receive tuition reimbursement employees are required to prepare and submit a Request for Authorization form, attach proof of attendance, receipt for tuition payment, student fees, course materials, books, examination fees, and the transcript from the institution of successful completion depicting the grade. The institution/agency/proprietor determines the passing grade.

Tuition reimbursement is limited to a maximum of $1,500 per employee per calendar year. Tuition will be disbursed to the employee at the conclusion of the course, when all the necessary paperwork has been submitted and approved by the Department/Division Head or designate.

Exceptions

Under special circumstances, requests can be made for exceptions to one or more of the conditions outlined in order to participate in corporate programs or based on a bona fide occupational or corporate requirement.

Requests for exceptions with full justification will be endorsed by each respective Department/Division Head or designate, the Senior Management Member, and presented to the Chief Executive Officer for approval.

Exhibition Place

Policy Name	Policy Type
Protection of Privacy Policy	**Employee**
Original Date	**Revision Date**
June 1, 2018	**December 8, 2020**

Policy Statement

This policy establishes clear accountability statements including roles and responsibilities, for the protection of personal information collected, used, disclosed, and disposed of by Exhibition Place.

Application

This policy applies to all employees and contract staff hired by Exhibition Place. This policy applies to all personal information managed by Exhibition Place and is not limited by the scope of any individual statute or regulation.

Definitions

Collection

The collection of personal information from or about the individual to whom the information relates including unintended or unprompted receipt.

Compliance

All staff, volunteers, and contract staff hired by Exhibition Place are responsible for complying with this Policy.

Disclosure

The release of personal information by any method (e.g. verbally, e-mail, posting online) to any person.

Disposition

The action taken with regards to personal information including destruction, transfer to another entity, or permanent preservation.

Personal Information

Personal information is recorded information about an identifiable individual. For additional information refer to Section 2 (1) of MFIPPA.

Privacy Breach

The improper or unauthorized creation, collection, use, disclosure, retention, or disposition of personal information.

Privacy Impact Assessment (PIA)

The PIA is a process for identifying, assessing, and mitigating privacy risks. Exhibition Place will develop and maintain privacy impact assessments for all new or modified programs and activities that involve the use of personal information for an administrative or operational purpose.

Use

The purpose(s) for which the information was obtained or compiled.

Conditions

Exhibition Place will:

- Ensure all employees share responsibility for the protection of personal information privacy and compliance with the roles and responsibilities identified in this policy.
- Establish and communicate a set of privacy standards and guidelines to improve the protection of personal information by identifying, investigating, assessing, monitoring, and mitigating personal information privacy risks involving the collection, use, disclosure and disposal of personal information at Exhibition Place.
- Apply this policy and related policies and practices in the collection, use, disclosure, and disposal of personal information.
- Clearly communicate to the public how personal information is collected, used, disclosed, and disposed.
- Make privacy training mandatory, commensurate with their job responsibilities, for all employees and contract staff hired by Exhibition Place.
- Establish a learning plan to improve employee privacy awareness commensurate with the complexity and sensitivity of the information to which they have access.

Organizational Outcomes

It is expected that by complying with this policy Employees will:

- Increase trust and confidence in Exhibition Place.
- Ensure statutory and regulatory compliance with and effective application of privacy legislation.
- Establish rules and procedures for managing privacy investigations and other privacy matters.
- Communicate and identify roles and responsibilities for employees, volunteers, and contracted staff related to the management of personal information.

Implementation

Roles and Responsibilities

- The CFO & Corporate Secretary will provide oversight of and compliance with this Policy, and will administer and communicate this policy broadly to all staff.
- Promote a culture and business practices that ensure Exhibition Place information is shared and accessible to the greatest extent possible, while respecting security and privacy requirements of personal information and other confidentiality obligations.
- In consultation with the City of Toronto, investigate reports of privacy breaches and communicate findings to complainant including receiving formal privacy investigation reports, and making final decisions about the disposition of a complaint.
- Coordinate the response to complaints regarding the misuse of personal information.
- In consultation with the City of Toronto, organize as necessary, a review and assessment of policies and procedures.
- Execute recommendations identified in assessment or investigation reports.

1. **The Director of IT/Telecom, Records & Archives will:**
   - Develop and implement policies, programs, and services for management and protection of personal information.
   - Review Exhibition Place practices for the collection, use, disclosure, and disposition of personal information.
   - Consult with the Exhibition Place Interdepartmental Protection of Privacy team to meet privacy requirements as identified in this policy, applicable legislation, privacy standards and procedures.
   - Establish privacy standards, guidelines, and procedures to support this policy and framework.
   - Develop and implement processes whereby individuals can view information held about them and learn what Exhibition Place uses it for. These processes will also facilitate individuals to either add or update their personal information.
2. **The Director, IT/Telecom, Records & Archives, the Human Resources Manager, and the Senior Archivist will:**
   - Build privacy and data protection into the design specifications and architecture of information and communications systems and technologies at the beginning in order to facilitate compliance with privacy and data protection principles.
   - Create personal information privacy and security standards for technologies that will ensure adequate safeguards and compliance for those technologies or technological processes that collect, use, disclose, or retain personal information.
   - Conduct Privacy Risk Assessments and Privacy Impact Assessments on all technological systems involving the collection or use of personal information prior to implementation or deployment.
   - Execute recommendations identified in assessment reports.
3. **The Human Resources Manager will:**
   - Develop an employee training and education plan with e-learning modules, to improve privacy awareness at Exhibition Place.
   - Build privacy awareness and training into all new staff orientation programs.
4. **All Employees will:**
   - Manage personal information that is part of a business record in accordance with the Board's Records Management Policy and requirements identified in this policy.
   - Take privacy awareness training for the appropriate handling of personal information to understand their responsibilities to protect privacy in executing their operational duties.
   - Be responsible for the privacy of Exhibition Place business information regardless of whether the technology used to manage the information is personally owned or Board owned.
   - Be aware of the privacy responsibilities noted in the Board's Information and Technology Acceptable Use Policy.
   - Be aware of their privacy responsibilities noted in the Board’s Security Surveillance Policy.

- Follow specific procedures established for disclosing personal information to a law enforcement agency in Canada
- Comply with applicable legislation that governs the collection, use, disclosure, and disposition of personal information under their control.

Exhibition Place

Policy Name	Policy Type
Recognition for Service Policy	**Employee**
Original Date	Revision Date
January 1, 2017	**December 8, 2020**

Policy Statement

Exhibition Place recognizes employees achieving 'milestone' years of service with Exhibition Place.

Application

This policy applies to all employees.

Definitions

N/A

Conditions

For the purpose of calculating service, an employee must work a minimum of 900 regular work hours in one (1) calendar year, in order to qualify for one (1) year of service.

Implementation

Employees upon achieving 'milestone' years of service will be recognized as follows.

- 10 years of service – $100.00 (net of taxes)
- 15 years of service – $150.00 (net of taxes)
- 20 years of service – $200.00 (net of taxes)
- 25 years of service – $250.00 (net of taxes)
- 30 years of service – $300.00 (net of taxes)

Exhibition Place

Policy Name	Policy Type
Security Roles Assignment Policy	**Employee**
Original Date	Revision Date
December 8, 2020	

Policy Statement

Exhibition Place recognizes that with the implementation of the Time & Attendance Management System there requires a process and protocol for assigning authority in ADP Workforce Now for those staff members authorized to view, edit, update, approve time cards, assign, and delete user security roles.

Application

This policy applies to all employees.

Definitions

User Security Roles

- **Product User** – User requires administrator access, and in this role can administer ADP services (e.g. approve, deny time off requests, view time cards, create or edit schedules). User cannot perform security administrative functions (e.g. reset passwords).
- **Security Admin –** User can create user masters, user administrators, and product users. User can reset passwords, issue administrator access, and assign profiles to administer ADP services.
- **User Admin –** User can perform limited security tasks to reset passwords, issue administrator access for product users, and can suspend/activate self-service users.
- **User Master –** User can assign the User Admin role and perform all the tasks of the user administrator. User can issue personal registration codes and modify self-service user information.

Custom Practitioner Profiles

- **Administrative Assistant –** view only access to relevant menus and people
- **Consultant –** view only access to all menus and people
- **Facility Services –** view and edit access to relevant menus and people
- **Human Resources –** view and edit access to all menus and people except Payroll Services
- **Payroll Services –** view and edit access to all menus and people
- **Security Services –** view only access to Emergency Contact Information of all people
- **Training –** view and edit access to Talent Profile of relevant people

Conditions

Employees that require a user security role to be assigned will be granted permissions relevant to job function and department needs.

Changes to existing service profile roles and security roles will be assigned and access permission granted if relevant to the job function and department needs.

In order for access to be granted and or any changes to be made the following must be done.

- Division/Department completes a Security Roles Assignment Request Form, and sends the complete form to Human Resources.
- The request will be approved by the Human Resources Manager and facilitate the required access.
- Human Resources will assign the user security roles and service profiles to users.
- If at any time users need to be removed, Human Resources will coordinate that through the IT/Telecom Division.
- Payroll will assign new user and send email for the new user to set up ADP for the purpose of requesting time, checking available leave balances, pay stubs and T4's
- Payroll will remove users from ADP workforce now when termination is processed.
- User security roles will be audited and a report will be submitted to the Director of Accounting Services

Exhibition Place

Security Role Assignment Request Form
EMPLOYEE DATABASE – ADP WORKFORCE NOW

TO BE COMPLETED BY EMPLOYEE'S MANAGER			
EMPLOYEE INFORMATION			
EMPLOYEE NAME		**EMPLOYEE #**	
POSITION TITLE		**DEPT/ DIVISION**	
MANAGER NAME			
POSITION TITLE			

Type of Role requested:

- ☐ **Product User**: User requires administrator access. User in this role can administer ADP services e.g., approve and deny time off requests, input or edit schedules User cannot perform security administrative functions e.g., reset passwords. Change an approved requests once processed.
- ☐ **User Admin:** User can perform limited security tasks to reset passwords and issue administrator access for product users. User can suspend/activate self-service users.
- ☐ **User Master:** User can assign the User Admin role and perform all the tasks of the user administrator. User can issue personal registration codes and modify self-service user information.
- ☐ **Security Admin:** User can create user masters, user administrators, and product users. User can reset passwords, issue administrator access, and assign profiles to administer ADP services.

JUSTIFICATION (PLEASE DESCRIBE PURPOSE OF THIS REQUEST)	

MENU & PEOPLE ACCESS CHECKLIST

Employment Menu
- o Position
- o Status
- o Edit Privileges
- o Employee Information
- o Edit Privileges
- o Pay Rates

Personal Information Menu
- o Addresses
- o Edit Privileges
- o Contact
- o Edit Privileges
- o Emergency Contact
- o Edit Privileges
- o Personal
- o Edit Privileges
- o Demographic
- o Edit Privileges
- o Work Visa Tracking
- o Edit Privileges
- o Illness/Injury Claims
- o Edit Privileges

Talent Profile Menu
- o Education
- o Edit Privileges
- o Licenses/Certifications
- o Edit Privileges
- o Memberships
- o Edit Privileges
- o Awards
- o Edit Privileges
- o Training
- o Edit Privileges
- o Pay Menu
- o Pension
- o Edit Privileges

Pay Menu
- o Pension
- o Edit Privileges
- o Pay & Adjustments
- o Edit Privileges
- o Employee Options
- o Edit Privileges
- o Tax Frequency Override
- o Edit Privileges
- o Tax Forms
- o Edit Privileges
- o Direct Deposit
- o Edit Privileges
- o Tax Withholdings
- o Edit Privileges
- o Pay Statements
- o Edit Privileges

Time & Attendance
- o Time Manager
- o Time Employee

Standard Reports Menu
- o Personal & Employment
- o Talent Profile
- o Time Off

People Access (Divisions needed access to)

1.
2.
3.
4.
5.

EMPLOYEE SIGNATURE	**MANAGER SIGNATURE**	**DIRECTOR SIGNATURE**
DATE	**DATE**	**DATE**
HUMAN RESOURCES SIGNATURE		**DATE**

Exhibition Place

Policy Name	Policy Type
Short-Term Disability Guidelines	**Employee**
Original Date	Revision Date
January 31, 2020	**December 8, 2020**

Guideline Statement

The purpose of these guidelines is to provide information about Short-Term Disability (STD) benefits, and to provide some important information about the process.

Application

These guidelines apply to Permanent and Full-time Renewable Contract Employees.

Definitions

Benefit Eligibility Date

A Permanent Employee who has completed six (6) months of service will be entitled to receive STD benefits.

A Renewable Full-time Contract employee who has completed twelve (12) months of service will be entitled to receive STD benefits.

Banked Sick Top-up Credits

If an eligible employee uses less than the twenty (20) day STD allotment paid at 100% coverage, they can carry-over up to a maximum of fifteen (15) of the unused days at 100% coverage to the following year as top-up credits. Carry-over days will be converted at a two (2) to one (1) ratio, therefore fifteen (15) unused 100% STD days is equivalent to thirty (30) top-up credits. Credits are deducted based on the employee shifts hours.

For full-time regular employees working a seven (7) or eight (8) hour shift, one top-up credit will be deducted per STD day.

For full-time employees working a twelve (12) hour shift, one and one-half (1.5) top-up credits will be deducted per STD day.

Permanent Employee

An employee hired for a full-time permanent position within the approved permanent staff complement for Exhibition Place.

Full-time Renewable Contract Employee

An employee hired to work full-time hours in a position that is not part of the permanent staff complement for Exhibition Place.

Occurrence

When an employee has multiple absences, each new absence is called an occurrence.

An absence of less than a one-half (½) day does not count as an occurrence. Should the employee remain off sick on the next day, it will be counted as a sick occurrence. An absence of a one-day (½) day or more, but less than a full day does count as an occurrence. In such instances an employee may apply a ½ day float day, vacation day, or lieu time for the absence. When an employee is off sick on a 4th or subsequent occurrence, the employee will not be paid for the first day of the absence; however they will be eligible to

receive sick pay from the 2nd day of absence and on. The employee will not be permitted to use other entitlements, such as ill dependent days, vacation, float days, lieu-time, or frozen sick bank to offset the unpaid 1st day of absence. Ill Dependent days will not count as an occurrence. Please refer to the Care for Ill Dependents Policy for further information.

When an employee returns to work on an agreed upon modified work schedule (e.g. two (2) days work, three (3) days sick) for a temporary transitional work program, each subsequent day sick will not count as an occurrence, provided the employee works in accordance with the agreed upon work schedule. Should the eligible employee be sick on a day they were scheduled to work, in accordance with the agreed transitional work schedule, this absence will be counted as an occurrence provided it is one-half (½) day or more absence from work.

If an employee is hospitalized as an in-patient, it shall not count as an occurrence and the employee will be paid from the first day of absence. Hospitalization as an in-patient is defined when there is admission to the hospital, including short-term admissions (e.g. full day or partial day) for medical procedures, but does not include attendance at an emergency department.

Where accommodation issues arise from the application of the sick occurrence provisions, it is recommended that Managers/Directors contact Human Resources for advice.

Conditions

All Permanent Employees will be eligible to participate in the STD plan from their first day of permanent employment. However, employees must be in the plan for a period of six (6) months before being eligible to claim sick pay.

Full-time Renewable Contract Employees will be eligible to participate in the STD plan after the completion of six (6) months of continuous service. However, employees must be in the plan for a further period of six (6) months before being eligible to claim sick pay.

Implementation

Employees are responsible for providing medical proof to support their absence is due to illness.

Absences of 1-3 consecutive days (Doctor's Absence Letter)

Generally for absences of 1-3 days a doctor's letter is not required; however there may be circumstances under the Attendance Management Policy where the employer may ask for a doctor's letter for absences of 1-3 days.

Absences of 4-20 consecutive days (Doctor's Return to Work Letter)

For absences of 4-20 days a doctor's letter is required in order to qualify for payment. A doctor's absence letter can only cover a maximum four (4) week period, and must be received in advance of the period for which the letter was written.

This information must be supplied by the employee's doctor who may charge a fee for preparing the information. The employee is responsible for payment, and the employer is not responsible for such payments. When the employer requests information directly from the employee's doctor, the employer will be responsible for paying the fee. In some cases, the employer may request that the employee have their doctor complete the Exhibition

Place Non-Occupational Functional Abilities Form (FAF), or may request consent from the employee to obtain information about the employee's condition from their doctor. Doctor's absence letters, return to work letters, and/or FAF forms must be provided to Human Resources. If an FAF is requested by the employer, and a doctor charges for the completion of the form, the employer will pay up to $60.00 provided proof of payment is provided.

In the event a doctor has indicated that an extended leave is required, a doctor's absence letter must be received by Human Resources within forty-eight (48) hours from the commencement of the absence. The letter is to state when the employee is able to return to work, with or without restrictions, or a reassessment date. If the doctor provides a reassessment date, the employee must within forty-eight (48) hours of being reassessed provide an updated doctor's letter to Human Resources.

If an employee is returning with restrictions, a list of restrictions and any relevant accommodation requirements must be included in the letter, along with the period of restriction/accommodation. The letter must be sent either forty-eight (48) hours in advance of the return date to work or on the date of return if mutually agreed upon by the employee and the employee's manager.

In all of the above cases

As part of the Attendance Management Policy the employer may require the employee be assessed by an independent doctor chosen by the employer. In such cases the employee shall consent and the employer will pay for the medical assessment.

Human Resources will notify the employee promptly should there be any limitations that apply to the employee's request for sick pay. All active benefits and pension shall continue provided that the employee is on authorized paid sick leave.

Frequent absences are subject to the terms and conditions of the Attendance Management Policy. Failure to comply with the above may result in delay of sick pay or sick pay denied.

Short Term Disability Payments

Eligible Permanent employees and Eligible Full-time Renewable Contract employees using sick days will be paid 100% of their regular earnings for the 1st day up to the 20th day, and 75% for absences on the 21st day and up to a maximum of one hundred and ten (110) days per calendar year. When an employee has multiple absences, each new absence is called an occurrence. For example: an employee takes six (6) days sick time in the following pattern: two (2) days,
three (3) days, and one (1) day, this pattern is registered as three (3) occurrences. After reaching the threshold of the 4th occurrence, every time an employee calls in sick from the 4th occurrence on until the end of the calendar year, the first day of illness will not be paid.
When an employee has taken twenty (20) sick days, made up of twenty (20) full days or forty (40) half days or a combination thereof. The 21st sick day will be paid at 75% of their earnings; however, if it is the 1st day of the 4th occurrence the first day will not be paid.

If an employee has banked sick top-up credits, they may use it to top up their salary from 75% to 100% of earnings for the sick time claimed.

If an illness goes from one (1) calendar year into the next calendar year and the employee's STD plan runs out, an employee can only replenish sick time days by being well enough to return to full-time work for two (2) consecutive weeks.

When an employee is absent for a medically supported regular course of treatment as a result of a serious chronic illness, the absence days for the treatment are counted as one (1) occurrence. If the employee is required for follow-up which correlates with the original course of treatment, the treatment(s) are counted under the original occurrence.

If an employee has exhausted the twenty-six (26) week STD provision, the employee may use vacation, lieu time, or take leave without pay, subject to appropriate approvals.

There will be no payout at the time of retirement/termination for any unused sick carry-over banked sick top-up credit days.

Maximum STD Coverage Limits

	Maximum Coverage at 100%	Maximum Coverage at 75%
Sick Pay Coverage in a Calendar Year	20 days	110 days

Exhibition Place

Policy Name	Policy Type
Short-Term Disability Policy	**Employee**
Original Date	**Revision Date**
January 31, 2020	**December 8, 2020**

Policy Statement

Exhibition Place provides a Short-Term Disability (STD) benefit plan which provides for protection against financial loss to employees who are absent from work due to short-term illnesses or non-compensable injuries for up to six (6) months. This plan is a supplement to the long-term disability plan which provides protection against long-term disability claims.

Application

This policy applies to Permanent and Full-time Renewable Contract Employees.

Definitions

Benefit Eligibility Date

Is the first date the employee is eligible to participate in the STD plan.

Full-time Renewable Contract Employee

An employee hired to work full-time hours in a position that is not part of the permanent staff complement for Exhibition Place.

In-patient

An in-patient is defined when there is admission to the hospital, including short-term admissions (e.g. full day or partial day) for medical procedures, but does not include attendance at an emergency department.

Permanent Employee

An employee hired for a full-time permanent position within the approved permanent staff complement for Exhibition Place.

Conditions

All Permanent Employees will be eligible to participate in the STD plan from their first day of permanent employment. However, employees must be in the plan for a period of 6 months before being eligible to claim sick pay.

Full-time Renewable Contract Employees will be eligible to participate in the STD plan after the completion of six (6) months of continuous service. However, employees must be in the plan for a period of six (6) months before being eligible to claim sick pay.

Implementation

Employees are responsible for providing medical proof to support their absence is due to illness.

Absences of 1-3 consecutive days (Doctor's Absence Letter)

Generally for absences of 1-3 days a doctor's letter is not required; however there may be circumstances under the Attendance Management Policy where the employer may ask for a doctor's letter for absences of 1-3 days.

Absences of 4-20 consecutive days (Doctor's Return to Work Letter)

For absences of 4-20 days a doctor's letter is required in order to qualify for payment. A doctor's absence letter can only cover a maximum four (4) week period and must be received in advance of the period for which the letter was written.

On January 1st of each calendar year, active employees are credited with the annual STD benefit bank of one hundred and thirty (130) days. If an employee is absent on January 1st due to a short-term illness, then an employee must return to work on a full-time basis for a two (2) week period before the employee is credited with the annual STD benefit bank.

Eligible Permanent employees and Eligible Full-time Renewable Contract employees using sick days will be paid 100% of their regular earnings for the first twenty (20) days, and 75% of their regular earnings for an additional one hundred and ten (110) days per calendar year. When an employee has multiple absences, each new absence is called an occurrence. For example: an employee takes six (6) days sick time in the following pattern, two (2) days, three (3) days, and one (1) day, this pattern is registered as three (3) occurrences. Upon reaching the threshold of the 4th occurrence, each time an employee calls in sick from the 4th occurrence on until the end of the calendar year, the first day of an illness will not be paid. Exhibition Place recognize employees may need time off to care for ill dependents; therefore, employees may use six (6) days of their allotted STD bank per calendar year to care for ill dependents. The Ill Dependent Days will not count as an occurrence, and will not be subject to the no pay provision. Please refer to the Care for Ill Dependents Policy for further information.

When an employee is absent for a medically supported regular course of treatment as a result of a serious chronic illness, the absence days for the treatment are counted as one occurrence. If the employee is required for follow-up which correlates with the original course of treatment, the treatment(s) are counted under the original occurrence.

There will be no payout at the time of retirement/termination for any unused sick carry-over banked sick top-up credit days.

If an employee has exhausted the twenty-six (26) week STD provision, the employee may use vacation, lieu time, or take leave without pay, subject to the appropriate approvals.

Charges against sick leave are restricted to working intervals of one-half (½) day or one (1) full day.

Employees are not permitted to use STD for annual or routine doctor's appointments, or appointments for tests.

Employees must post their absence(s) due to short-term illnesses or non-compensable injuries in the ADP database immediately upon their return to work.

Guidelines

Refer to the Short-Term Disability Guidelines for further information on the implementation of this policy.

Exhibition Place

Policy Name	Policy Type
Taxable Parking Benefits Policy	**Employee**
Original Date	**Revision Date**
March 1, 2018	**December 8, 2020**

Policy Statement

The purpose of this policy is to outline the procedures and processes to implement the inclusion of Taxable Parking Benefit at Fair Market Value for eligible employees at Exhibition Place who accept the offer by Exhibition Place for parking privileges on the grounds.

This policy reflects the requirements of assessing Taxable Parking Benefits in accordance with Canada Revenue Agency (CRA) guidelines and the Income Tax Act.

Application

This policy applies to all eligible employees, union and non-union, who accept the offer by Exhibition Place to park on the grounds as evidenced by the usage of an Exhibition Place Parking Sticker and who are not specifically exempt under the Income Tax Act.

Implementation

When an employee, union or non-union, accepts the offer from Exhibition Place to park on the grounds, this acceptance evidenced by and commencing on the date the Parking Pass is given to the employee for use shall constitute the assessment of Taxable Parking Benefit. The benefit is added at Fair Market Value to the employee's taxable income on the T4 Slip for the start period to year end.

Fair Market Value as determined by CRA is the comparable benefit charged by an independent entity for the same service within close proximity. For Exhibition Place, immediate north of Liberty Village is the closest location that offers monthly parking at $90 per month or $1,080 per year. The market rates will be adjusted annually to reflect current market conditions and or inflationary factors.

If, at any time, the employee no longer wishes to accept the offer by Exhibition Place for parking access on the grounds as a benefit-in-kind, the employee will communicate their withdrawal in writing to the Parking Division and copy the Payroll Division, and at the same time surrender the Parking Pass to the Parking Division. The Parking Division will inform the Payroll Division when the Parking Pass is surrendered so that the appropriate payroll adjustment can be made.

Any employee who is not included as an eligible employee for assessed Taxable Parking Benefit may still pay to park on the grounds using the "pay-and-display" units.

If there are significant/special events occurring on the grounds, such as the Pan Am games where the available parking areas become restricted, there may be no ability for employees to park on the grounds. In this situation of special "black out" days and if it is required to be implemented, there would be no Taxable Parking Benefit assessed based on the number of days that parking entitlement becomes unavailable.

Assessed Taxable Parking Benefit is considered part of the employee 'Contributory Earnings' under the OMERS Act and this will increase the employee pensionable earnings, and will require both OMERS and CPP contributions by the employee with a matching required contribution amount by the employer.

An employee with a disability is generally exempt from the taxable parking benefit. A disability would include being legally blind or having a severe and prolonged mobility, mental, or physical impairment.

Exhibition Place

Policy Name	Policy Type
Uniform and Dress Code Policy	**Employee**
Original Date	Revision Date
June 1, 2018	**December 8, 2020**

Policy Statement

Exhibition Place is committed to Delivering Great Experiences Every Day for our external and internal clients. All employees are expected to portray a professional, well-groomed appearance at work each day, and when wearing a uniform treat their uniforms with respect. All employees should be clothed and groomed in a manner that contributes to a positive impression, while maintaining the safety standards as outlined in the Occupational Health and Safety Manual.

Application

This policy applies to all employees.

Definitions

N/A

Conditions

N/A

Implementation

The Department/Division Head or designate will discuss the uniform and dress code policy with new employees at the time of hire. Department/Division Head or designate, Managers, Supervisors, Coordinators, and Forepersons are responsible for monitoring and reinforcing the Uniform and Dress Code Policy.

Uniform & Dress Code Procedure

1. General Dress Code

- Exhibition Place photo identification badges are to be worn by all employees at all times in a visible location either on a lanyard or attached with a clasp. Employees who have been issued metal Exhibition Place name badges can wear these in place of the photo ID when appropriate.
- Personal hygiene must be maintained.
- Clothing of all employees should be clean and presentable at all times.
- Employees are responsible for laundering and maintaining their uniforms.
- Employees issued a uniform and/or protective clothing or equipment, shall maintain them in a clean and presentable condition. Substitution of uniform items is not permitted.
- All employees must conform to the uniform regulations of their department/division and wear their designated uniforms.
- Uniforms must be worn while on duty and may be worn when travelling between an employee's residence and the workplace.

- CSA/ANSI approved hardhat and CSA/ANSI approved 'Green Patch' safety footwear must be worn in specific locations identified on the project (e.g. Personnel Protective Equipment - hard hats and safety footwear are mandatory for all show move ins and show move outs). Exhibition Place will reimburse employees for the purchase of Green Patch footwear only. The reimbursement of an initial footwear purchase or replacement for staff will be processed as follows:
  - Non-Union Staff – Department Head approval
  - Union Staff – Based on Collective Bargaining Agreement
- Business/Casual apparel (i.e. is permitted at the discretion of management by building, by date); however, a professional image should always be maintained. In determining the guidelines for business casual, the following are examples of items that are not acceptable at any time – jeans, sweatpants, t-shirts, halter tops, tank tops, low cut tops either front or back, shorts, pants with very low rise, tights, leggings, sweatshirts, sweatpants, hoodies, work-out apparel, crocs, flip flops, and running shoes. In addition, clothing or accessories that demonstrate a personal point of view or that have illicit, profane, suggestive, biased, sexually related, alcohol related, or tobacco related text graphics or logos are not permitted.
- If Departments approve of a specified casual day of the week, jeans are approved to be worn, as long as they are clean and in good repair.
- Exhibition Place reserves the right to ask any improperly dressed employee to go home, change clothing and return to work with loss of pay for time absent from work, if applicable.

2. Special Events

Management have the right to determine from time to time special uniform procedures to be in place for corporate events such as galas, conferences, award ceremonies, opening events, or similar events. At these times, in addition to the General Dress Code set out above, Management may require special uniforms to be worn and greater attention to personal appearance.

Scented Products

Use of scented products in an indoor environment can have a serious impact on health. Scented products such as cosmetics, fragrances, hair sprays, deodorants, shampoos, lotions, body gels, laundry detergents, and fabric softeners have become increasingly prevalent in modern life. These products can contain, in various concentrations, up to several hundred different types of chemicals, which trigger sensitivities or aggravate asthma and other allergies in certain individuals. Scent awareness posters have been affixed to the entrance doors of areas where employees work with scent sensitivities.

Exhibition Place is required to take every precaution reasonable in the circumstances for the protection of worker health and safety. Similarly, employees are obligated to take measures to protect themselves and their co-workers. While it is not the intent of these policies to impose obligations on members of the public with respect to scented products usage, these policies are expected to lead to greater awareness of this issue, where we all need to be mindful of our environment and aware of scented product-related concerns in our work spaces.

Exhibition Place

Policy Name	Policy Type
Use of Exhibition Place Resources during an Election Period Policy	**Employee**
Original Date	**Revision Date**
June 1, 2018	**December 8, 2020**

Policy Statement

This policy sets out provisions for use of Exhibition Place facilities, resources, and infrastructure during an election period, in order to preserve the public trust and integrity in the elections process, and to comply with the *Municipal Elections Act, 1996 (Act)*. This policy balances the need for freedom of expression and assembly of candidates, and the City's legal responsibility to ensure that no candidate, registered third party advertiser, or political party is provided with an unfair advantage.

This policy recognized that Members of Council are holders of their office until the end of the term, and supports them in continuing to fulfill their responsibilities as Members of Council. Nothing in this policy shall preclude a Member of Council from performing their duty as an elected official, nor inhibit them from representing the interests of their constituents.

This policy also recognizes that as an active commercial operation, Exhibition Place licences its facilities for use by third party event organizers.

Application

This policy applies to municipal including school boards, provincial, and federal elections or by-elections, and to questions on the ballot. References in the policy with respect to political parties refers to provincial and federal elections or by-elections, and do not apply to the City's municipal elections or by-elections.

Definitions

Campaign Materials

Any materials used to solicit votes for a candidate or question on the ballot in an election period including but not limited to: literature, banners, posters, pictures, buttons, clothing, or other paraphernalia. Campaign materials include, but are not limited to: materials in all media, such as print, displays, electronic, radio, television, and online sources including websites or social media.

Campaigning

Any person who has filed and not withdrawn a nomination for an elected office at the municipal including school board, provincial, or federal level in an election or by-election.

Contribution

As defined in the *Act*:

- For a candidate means money and goods and services given to and accepted by a person for his or her election campaign, or give to and accepted by another person who is acting under the person's direction.

- For a registered third party means money and goods and services given to and accepted by an individual, corporation, or trade union in relation to third party advertisements, or given to and accepted by another person who is acting under the direction of the individual, corporation, or trade union.

Elected Official

An individual elected to the House of Commons, the Legislative Assembly of Ontario, Toronto Exhibition Place Council, or a school board.

Election

An election or by-election at the municipal including school board, provincial and federal level of government, or the submission of a question or by-law to the electors.

Election means the official campaign period of an election:

- For a municipal including school board election, the election period commences on May 1 of an election year and ends on voting day.
- For a provincial or federal election, the election period commences the day the writ for the election is issued and ends on voting day.
- For a question on the ballot, the period commences the day City Council passes a by-law to put a question to the electorate and ends on voting day.
- For a by-election, the period commences when the by-election is called and ends on voting day.

Exhibition Place Resources

Defined as:

- All non-union and union employees working for Exhibition Place.
- Events funded or organized by the City, Board, or Members of Council, including events that may be jointly organized with community organizations or external sponsors, but does not include events organized by third parties who have entered into a legally binding agreement with Exhibition Place to use its facilities.
- Facilities directly managed by Exhibition Place.
- Funding support through the Exhibition Place annual operating budget, capital budget, or provided by way of a discount to a licence fee or services rate as approved by the Board and City Council.
- Any information in the custody and control of Exhibition Place, including databases that may be the repository of names, contact information, business records, financial information, or other identifiers compiled and used by Exhibition Place employees to conduct Exhibition Place business.
- Any physical or technology systems that support the operation of Exhibition Place programs and services, including but not limited to fleet vehicles, computer network, telecommunications and email system, wireless equipment, computer hardware, software and peripherals, internet and intranet.

Media Event

A press conference or photo opportunity to which the media is invited and the purpose is to promote, support or oppose a candidate, registered third party advertiser, a political party or a position on a question on a ballot. Features of a Media Event can include, but are not limited to: the issuing of a media advisory stating date, time, location of briefing or press conference, use of backdrops, podium or public address systems, the distribution of media releases, media kits, display of signage or other materials to promote, support or oppose a candidate, registered third party advertiser, or a position on a question on a ballot.

Media Scrum

An unplanned encounter between a candidate, a registered third party advertiser, their staff, or with media.

Member of Council

The Mayor and Members of Council, except where the Mayor acts as the Chief Executive Officer of the City.

Political Party

Political parties for provincial and federal elections that are registered under the *Ontario Election Finances Act* or in the registry of parties referred to in Section 374 of the *Canada Elections Act*. Under the current legislative framework, political parties cannot participate in the City's municipal elections or by-elections.

Question on a Ballot

Any question or by-law submitted to the electors by Council, a school board, an elected local board, or the Minister of Municipal Affairs under the *Act*.

Registered Third Party Advertiser

In relation to a municipal election, an individual, corporation, or trade union that is registered with the City Clerk, as per Section 88.6 of the *Act*, whose purpose is to promote, support or oppose a candidate for office, or an issue on a question on a ballot, and is not under the direction of a candidate.

Third Party Advertisement

An advertisement in any broadcast, print, electronic, or other medium that has the purpose of promoting, supporting or opposing a candidate for office, or an issue on a question on a ballot, and is not under the direction of a candidate.

Voting Day

The day the final vote is to be taken in an election.

Conditions

The *Act* requires municipalities to establish rules and procedures for the use of municipal resources during the election period (section 88.18). The *Act* also provides that the City cannot make a contribution, including money, goods, and services to any candidate, registered third party advertiser, or political party during an election (sections 88.8(4) and

88.12(4)). The *Election Finances Act* and the *Canada Elections Act* impose similar contribution restrictions for provincial and federal election campaigns, respectively.

Implementation

1. Access to Exhibition Place Facilities during an Election Period

- Exhibition Place will continue to licence its facilities or park as event space to a particular candidate, registered third party advertiser, or political party during an election provided that such licence will be at market rents as approved by the Board and City Council, without any discounts of any kind related to the event space or services delivered by Exhibition Place.
- Other than licence agreements, Exhibition Place facilities and infrastructure may not be used for any election-related purpose by a candidate, registered third party advertiser, or political party. In particular, signs may not be erected or displayed on Exhibition Place grounds or facilities that are visible to the general public.
- All candidate meetings may be held at Exhibition Place facilities for a nominal fee or other consideration provided that all candidates for an office are invited to attend such meetings.
- Candidates, registered third party advertisers, or political parties may not distribute campaign materials on or in Exhibition Place facilities if and when under the control of Exhibition Place. Candidates, registered third party advertisers, or political parties may distribute campaign materials within space exclusively licensed to such candidates, registered third party advertisers, or political parties for its event.
- Exhibition Place may issue a licence for the use of an Exhibition Place facility for election related education purposes only, as long as no particular candidate, registered third party advertiser, or political party is promoted, supported, or opposed at the event. These events may include, but are not limited to: informing Members of Council or the public on how to become a candidate, registered third party advertiser, political party, or informing them on how to organize an election campaign.

2. Access to Exhibition Place Resources during an Election Period

- The Exhibition Place logo, crest, slogans, etc., may not be printed, posted, or distributed on any election related campaign materials or included on any election related website.
- Candidates may not post photographs of themselves with Exhibition Place employees in uniform.
- Photographic or video materials which have been or may be created by Exhibition Place employees or with Exhibition Place resources may not be used for any election purpose or in campaign materials.
- Websites or domain names that are funded by Exhibition Place may not include any campaign materials, make reference to and identify any individual as a candidate, registered third party advertiser, political party, profile any slogan or symbol associated with a candidate, registered third party advertiser, or political party.
- Domain names, websites, and Exhibition Place email addresses that Exhibition Place funds may not include any election related campaign material and may not be designated for campaign purposes or provide a link to a campaign site.

3. Access to Exhibition Place Information during an Election Period

- Information provided about Exhibition Place to one candidate, registered third party advertiser, and political party that is of a general nature and may provide valuable guidance to all others, will be provided to all candidates, registered third party advertisers, and political parties. The Exhibition Place will post the information on the internet or through other mechanisms to ensure equal access to information.
- Requests by a candidate, registered third party advertiser, and political party for personal meetings with Exhibition Place employees, as well as, requests for tours of Exhibition Place facilities may not always be accommodated due to resource and time constraints. If a meeting or a tour is organized, Exhibition Place must commit to organizing a similar meeting or tour for all other candidates, registered third party advertisers, and political parties.
- Exhibition Place databases may not be used by any candidate, registered third party advertiser, and political party, unless the database has already been released for public use.

4. Attending Exhibition Place Events during an Election Period

- Candidates, registered third party advertisers, and political parties are permitted to attend events directly managed and promoted by Exhibition Place, in either their capacity as elected representatives or as private citizens, but may not campaign while in attendance. No election signs may be posted and no campaign materials may be disseminated at Exhibition Place events.
- Elected officials are permitted to attend City-organized events or events held on Exhibition Place facilities and act as ceremonial participants in their capacity as elected officials, including speaking at the event and partaking in ceremonial activities. In provincial or federal elections, once the writ is issued, MPPs and MPs, with the exception of the Ministers of the Crown, are no longer elected officials and therefore should not be invited to attend events that are directly managed and sponsored by Exhibition Place.

5. Restrictions to Services Provided to Members of Council beginning August 1 of an Election Year

- Members of Council may also be candidates in a municipal election. Accordingly, after August 1 in the municipal election year, Exhibition Place will discontinue the following activities for Members of Council, irrespective of whether they are seeking election in the new term or not.
- Signage for Exhibition Place events, including banners and posters, will not reference the name of a Member of Council.
- Exhibition Place media releases or materials will not reference the name of a Member of Council. Where Exhibition Place would typically name a specific Member of Council or the Mayor in its communications or media materials during an election period, it will make reference to the generic term 'Councillor Ward XX' or 'Mayor of Toronto' without naming the specific Member of Council. With the exception of inter-governmental initiatives this practice will be used for all Exhibition Place programs, events, and announcements, and to ensure effective communications with residents

and businesses with respect to operational requirements, impacts, and emergency situations.

- Ceremonial documents such as retirement scrolls for employees, scrolls in celebration of anniversaries, Letters of Greeting, and other celebratory documents normally signed and distributed by Members of Council will be signed by the Mayor as the Chief Executive Officer of the City. The Exhibition Place CFO & Corporate Secretary will mail documents directly to the recipient(s).

Exhibition Place

Policy Name	Policy Type
Vacation Entitlement and Carry-Over Policy	**Employee**
Original Date	**Revision Date**
June 1, 2018	**January 1, 2021**

Policy Statement

Exhibition Place believes employees need to balance work life with family life, rest and recreation, and requires staff to take their annual vacation entitlement in the year it is earned. However, recognizing the unique needs of staff from time to time, staff are entitled to carry-over a maximum of up to two (2) weeks vacation provided the employee has taken two (2) weeks vacation in the current year, and any carry-over vacation time is scheduled and approved by April 30th of the next calendar year.

Application

This policy applies to Permanent Employees on date of hire, Full-Time Renewable Contract Employees after six (6) months of consecutive employment, and Full-Time Non-Union Hourly Employees after six (6) months of consecutive employment.

Definitions

Day

A day is defined as 7 hours for employees working 35 hour work week; 7.5 hours for employees working a 37.5 hour work week; 8 hours for employees working a 40 hour work week; and 1.5 days for employees working twelve 12 hour shifts.

Full-Time Non-Union Hourly Employee

An hourly employee hired for a full time hourly position within the approved permanent staff complement for Exhibition Place.

Full-Time Renewable Contract Employee

An employee hired to work full-time hours in a position that is not part of the permanent staff complement for Exhibition Place.

Permanent Employee

An employee hired for a full-time permanent position within the approved permanent staff complement for Exhibition Place.

Conditions

Vacation entitlement is as follows:

Employees in pay grades 1-14

- 3 weeks for employees who have completed 1 year of service
- 4 weeks for employees who have completed 9 years of service
- 5 weeks for employees who have completed 17 years of service
- 6 weeks for employees who have completed 23 years of service

Employees in pay grades 15-17

- 4 weeks for employees who have completed 1 year of service
- 5 weeks for employees who have completed 17 years of service
- 6 weeks for employees who have completed 23 years of service

Implementation

Vacation entitlement commences January 1st in the calendar year and is to be taken by December 31st of the same calendar year. Vacation may only be taken in half day or full days increments.

Employees First Year of Employment at Exhibition Place

Vacation credits accrue based on an employee's annual entitlement. The month of hire will be counted towards vacation credit, provided an employee commences full time employment prior to the 15th of the month. Employees will be credited 1.25 days per month on the 15th of each month, and vacation credits may not be used before being earned.

In their first year of benefit eligibility, an employee is entitled to take vacation days equivalent to the number accrued at the time of the requested absence.

For example: An employee hired on June 10th eligible for three (3) weeks vacation per year would accrue 1.25 days per month for that year, a total of 8.75 days (1.25 x 7 months) for the calendar year.

Employees Second and Subsequent Employment Years at Exhibition Place

On January 1st employee vacation banks will be credited with their full vacation entitlement.

If an employee's vacation allotment is subject to change based on service milestones, such changes will be pro-rated and added to the employee's vacation bank on January 1st.

Employees must submit requests for vacation through the time and attendance program. All vacation requests must be approved by the employee's Department/Division Head or designate prior to taking any vacation time.

Employees are expected to schedule their vacations as far in advance as possible.

Vacation schedules and any subsequent changes are subject to the approval of the employee's Department/Division Head or designate, who is responsible for the preparation of service area vacation schedules, and may specify periods when vacations may not be scheduled because of business and operational requirements.

Postponement of Vacation

Employees who are on scheduled vacations may postpone those vacations in the following circumstances:

- They become ill or are injured and require treatment in hospital (either in-patient or outpatient procedures); or
- They are required to appear in court for jury duty or witness service.

If the death of a family member occurs during an employee's vacation, the employee will be granted bereavement leave with pay, and the vacation credits will be restored.

Employees must submit reasonable proof to Human Resources in order to receive approval for the postponement of the vacation or restoration of vacation credits.

Carry-Over

An employee is entitled to carry-over up to two (2) weeks vacation provided that the employee has taken two (2) weeks vacation in the current year, and the carry-over time is scheduled and approved by April 30th of the next calendar year.

A carry-over of more than two (2) weeks vacation is subject to the approval of the Department Head and CEO.

Supervisors shall ensure vacation entitlement for which carry-over has not been approved, is scheduled and taken no later than December 31st of the current year.

Any carry-over in excess of two (2) weeks will be automatically removed from an employee's bank on December 31st of each year.

In the event an employee is in receipt of short-term disability pay and applying for or waiting for approval of a long-term disability benefit, or on maternity and/or parental leave, excess vacation will not be lost and will be carried-over automatically, no further approval is required.

Termination

Upon termination of employment, employees will be paid out all vacation pay entitlements earned but not taken, accrued at their monthly rate for the year to date, in accordance with this policy or the minimum statutory requirements, whichever is greater.

Employees who have taken paid vacation time off that had been advanced but not yet accrued, will have the value of the excess vacation deducted from their final pay.

Vacation at Time of Retirement, Resignation, Termination, or Death

An employee shall be entitled to a pro-rated value of the vacation earned for the period from January 1st to the date of retirement, resignation, termination, or death, less the amount of vacation already used in the calendar year, plus any carry-over vacation entitlement not utilized. Any amount of vacation that has been paid or utilized, over and above the pro-rated entitlement must be repaid to Exhibition Place.

The last month worked is also counted provided the termination, retirement, or resignation date falls after the 15th of the month.

If an employee has been in an Acting Assignment for more than one (1) year at the time of termination, retirement, resignation, or death, then the balance of unused accrued vacation days will be paid based at the alternate rate.

If an employee has been in an Acting Assignment for less than one (1) year at the time of termination, retirement, resignation, or death, any unused vacation time accrued prior to the Acting Assignment will be paid out at the employee's base rate, and unused vacation time earned while in the Acting Assignment will be paid at the alternate rate.

Exhibition Place

Policy Name	Policy Type
Workplace Harassment and Workplace Violence Policy	**Employee**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

Exhibition Place (the 'Organization') is committed to ensuring the health and safety of all its employees and providing a respectful work environment that is free from violence and harassment. We recognize that cooperation and commitment from all of our employees and management is essential to maintaining a healthy, safe, and respectful work environment. Exhibition Place will, in cooperation with its employees:

- take every reasonable precaution in the circumstances to protect the health and safety of its employees
- establish and maintain a respectful work environment free from harassment and discrimination
- comply with all legislative requirements.

Application

This policy applies to all Exhibition Place employees, regardless of position. It also applies to consultants, temporary employees, visitors, customers, suppliers, contractors, tenants, and any other parties with whom an employee comes in contact when carrying out his or her job-related duties. This policy applies not only during working hours, but to any work-related settings on or off of Exhibition Place's premises which could reasonably be associated with the workplace, including but not limited to Organization functions, and work-related social events.

Conditions

Health and Safety

Exhibition Place strives to maintain a safe working environment. Safety rules are for the protection of employees, visitors, customers, suppliers, and contractors. Workplace safety is a shared responsibility of the Organization, its managers, and its employees.

Exhibition Place's Joint Health and Safety Committee will continue to hold regular meetings, conduct regular workplace inspections, and make written recommendations to Exhibition Place for the improvement of the health and safety of workers.

Discrimination, Harassment, and Violence in the Workplace

Exhibition Place is committed to providing a respectful work environment that is free from discrimination, harassment, and violence or threat of violence in the workplace. Exhibition Place prohibits discrimination on the basis of race, ancestry, place of origin, colour, ethnic or national origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, disability, marital or family status, and any other prohibited grounds of discrimination. Exhibition Place also prohibits all forms of unlawful harassment, including but not limited to, sexual harassment and workplace harassment. The law does not permit, nor will Exhibition Place tolerate, harassing or violent behaviour of

employees by other employees, customers, contractors, or visits to the workplace. Likewise, Exhibition Place will not tolerate harassing or violent behaviour against an employee, customer, contractor, or visitor by any employee of the Organization.

Under this policy, Exhibition Place will take all reasonable steps to identify risks and prevent harassment and/or violent acts that affect the personal safety and well-being of employees, visitors, customers, suppliers, contactors and members of the public who may access the workplace, or when Exhibition Place employees are working off-site. Exhibition Place will take appropriate action to protect all persons from the effects of violent behaviour.

Workplace Harassment

Workplace Harassment is described as engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome. Harassment includes psychological harassment and sexual harassment. It further includes unwelcome verbal, electronic, and visual or physical contact that denigrates or shows hostility towards an individual because of prohibited grounds of discrimination, and which has the purpose or effect of violating the recipient's dignity or creating an intimidating, hostile or humiliating work environment for the recipient. Harassment includes conduct which is known, or ought to reasonably be known, to be unwelcome.

Sexual harassment is also strictly prohibited. Unlawful sexual harassment includes, but is not limited to, unwelcome sexual advances, gestures, remarks, requests, displaying sexually offensive pictures, and other verbal or physical conduct of a sexual nature.

Examples of inappropriate behaviour will include, but not limited to:

- bullying
- displaying or disseminating images, cartoons, or jokes that include derogatory content about religion, national original, or other protected grounds
- any actions or statements that create a hostile, intimidating, or offensive workplace
- unwelcome language related to gender
- displaying of pornographic or sexist pictures or materials
- singling out a person or making comments that are insulting based on age, sexual orientation, or other protected characteristic

Workplace harassment does not include properly discharged supervisory and management responsibilities including disciplinary action, management of performance, and other conduct that does not interfere with a climate of understanding and respect for the dignity and worth of the Exhibition Place employees.

Workplace Violence

Workplace Violence includes:

1. The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker.
2. An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker.
3. A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

Examples of workplace violence will include, but not limited to:

- any assault or physical attack, which includes fighting, punching, slapping, hitting, pushing, shoving, kicking, and any threat to attempt such acts
- the use of a weapon or threatened use of any object as a weapon
- any threatening behaviour such as shaking fists, throwing objects, or physical confrontation or intimidation (e.g. crowding or cornering an individual)
- stalking
- verbal or written threats

Threats of Domestic Violence

Where required by law, when Exhibition Place is or becomes aware of a domestic situation that would likely expose an employee or contractor to physical injury at the workplace, Exhibition Place will take every precaution reasonable in the circumstances for the protection of an employee who is likely to be exposed to physical injury. Additionally, Exhibition Place should be advised by anyone with knowledge of a domestic abuse concern regarding an employee. While some disclosure of personal information could be necessary in such a situation, disclosure will be limited to what is reasonably necessary to protect the employee or contractor from physical injury.

An employee who has received a peace bond preventing contact from another individual to the employee should immediately inform Exhibition Place of the peace bond, its contents, terms, and the identity of the individual being restrained.

Exhibition Place may be required to disclose personal information about a person, including a current employee, who has committed, or may commit, an act of workplace violence where another worker is at risk of workplace violence. The disclosure of personal information will be limited to that which is necessary to protect a worker from personal injury.

Reporting Obligation

Employees who believe that they have been subjected to behaviour that violates this policy should immediately report the matter to their manager and/or Human Resources. In addition, any supervisor or manager who witnesses discrimination, harassment, receives a report or complaint of discrimination or harassment, becomes aware of discrimination, harassment, or a threat of violence involving an employee or contractor in the workplace, must report the situation immediately to Human Resources.

Exhibition Place will not condone any form of violence or harassment. Inaction on the part of any supervisor, manager or Human Resources personnel to whom a complaint has been made, may result in disciplinary action against that individual.

All employees are equally responsible for notifying their manager and/or Human Resources of any actual or potential threats, verbal or physical, that they have witnessed, received, and have been told that another person has witnessed or received. This includes threats by employees, as well as, threats by customers or members of the public.

Response

When a violent incident occurs, action must be taken to minimize its impact. Employees should respond to incidents of violence, and must summon immediate security and health care assistance. Such assistance should include, but is not limited to, depending on the

incident, involvement of supervisors or managers, contacting workplace and/or site security, emergency services, police and/or health services, directly or through 911. In the event of potential or actual injury, medical assistance must be contacted immediately.

You may also be required to contact the Ministry or Labour in certain circumstances. When in doubt with respect to reporting requirements, please contact Human Resources immediately.

Employees who report and/or witness an incident should provide the following information:

- date(s), time(s), and location(s) of the incident(s)
- description of the incidents(s)
- name(s) of anyone present during each incident
- name(s) of anyone with whom the individual may have discussed the event

Investigation

Every report of harassment, discrimination, violence, or threat of violence will be investigated promptly and impartially. Exhibition Place will endeavor to keep the complaint and the results of the investigation confidential, to the extent practicable and as allowable at law.

Exhibition Place will determine the party authorized to investigate and/or resolve the complaint. In certain circumstances, an external investigator may be appointed.

No Exhibition Place employee will be reprised against for making a good faith report of harassment, discrimination, allegation of violence, and cooperating in an investigation of any such complaint. Any employee who feels that he or she has been reprised against in violation of this policy is responsible for reporting the reprisal to his or her manager and/or Human Resources, in the same manner as any other form of breach should be reported.

Reprisal

There will be no reprisal against any employee, including a manager, who reports an act of workplace discrimination, harassment, or violence. Similarly, there will be no reprisal against any employee, including a manager, who participates in a workplace investigation of discrimination, harassment, and threats or acts of violence. Reprisals are strictly prohibited and will not be tolerated. All such acts must be reported immediately to an employee's manager and/or Human Resources.

Shared Responsibilities

Exhibition Place is responsible for:

1. Directing the creation of policies and procedures designed to prevent workplace discrimination, harassment, and violence.
2. Examining the policy to ensure that it meets its objectives.
3. Ensuring that all employees are made aware of the importance of preventing discrimination, harassment, and violence, and of the procedures for managing complaints made pursuant to this policy.

4. Assess the risk of workplace violence to workers, minimizing those risks where necessary, or reasonably possible and informing any affected employee of such risk or potential risk.
5. Take every precaution reasonable in the circumstances for the protection of the worker where they are aware, or ought reasonably to be aware, of a domestic violence situation that would likely expose a worker to physical injury.
6. Appointing investigators, when appropriate to do so.
7. Taking corrective action when a complaint of discrimination, workplace harassment, or violence is found to have been substantiated.

Exhibition Place's Human Resources Division is responsible for:

1. Making all employees aware of the importance of preventing discrimination, harassment, and violence, and of the procedures for managing complaints made pursuant to this policy.
2. Assisting Exhibition Place in meeting its legislative obligations relating to workplace violence and workplace harassment.
3. Providing advice and support to persons who are subjected to discrimination, harassment, reprisals, or violence.

Employees are responsible for:

1. Making all employees aware of the importance of preventing harassment or violence, and of the procedures for managing complaints made pursuant to this policy.
2. Assisting Exhibition Place in meeting its obligations under this policy, and its legislative obligations relating to workplace violence and workplace harassment, including but not limiting to, reporting all incidents of workplace harassment, discrimination, violence, or reprisal, and fully participating in investigations when required.
3. Providing advice and support to persons who are subjected to discrimination, harassment, reprisals, or violence.

Enforcement

Any violation of this policy will result in disciplinary action, up to and including, termination of employment for just cause.

Administration of this Policy

Human Resources is responsible for the administration of this policy. All employees will be required to sign this policy upon hire, and annually as a refresher. If employees have any questions regarding this policy, or any questions about attendance issues that are not addressed in this policy, they should contact the Human Resources Manager at (416) 263-3605**.** Please note that Exhibition Place expressly reserves the right to change, modify, or delete portions of this policy without notice.

Acknowledgement of Receipt and Review

I, _____ acknowledge that on _____

employee name (please print) date (mm/dd/yy)

received a copy of Exhibition Place's Workplace Harassment and Workplace Violence Policy, and I have read it, understood it, and agree to comply with it.

_____

employee signature

Exhibition Place

Policy Name	Policy Type
Workplace Rules and Conduct Policy	**Employee**
Original Date	Revision Date
January 1, 2019	**December 8, 2020**

Policy Statement

Exhibition Place ensures that all employees adhere to specified work rules regarding their conduct.

Application

This policy applies to all employees.

Definitions

N/A

Conditions

N/A

Implementation

- Employees shall take all reasonable precautions, and shall conduct themselves in such manner to ensure their own safety and the safety of fellow employees.
- Every employee must take the necessary precautions to ensure that all Exhibition Place property is treated with safety and care.
- All workplace injuries and incidents involving damage to customer or Exhibition Place owned property and equipment, must be reported by an employee to their supervisor immediately. Employees must provide all relevant information and complete any necessary forms or documentation on a timely basis after the accident.
- Employees are not permitted to remove or use for personal reasons any piece of Exhibition Place property or equipment without the express written consent of the General Manager, Director, or the Chief Executive Officer. The foregoing includes any items or material left in Exhibition Place buildings or on the premises by a show or event. Contravention of this rule may be considered as an act of theft and will be dealt with accordingly.
- Only authorized personnel shall operate machinery and powered equipment and shall do so having regard for all safety precautions and procedures.
- All employees must comply with fire and safety regulations.
- All employees operating an Exhibition Place owned vehicle must be in possession of a valid driver's license. Exhibition Place owned vehicles are to be used for Exhibition Place business only. Conveyance of unauthorized passengers is prohibited.
- Smoking is not permitted in any Exhibition Place building or vehicle.
- Any device or article of clothing issued to an employee by Exhibition Place must be used or worn in the performance of duties.
- 'Green Patch' safety footwear must be worn in designated areas.

- Alcohol or prohibited non-prescribed drugs are not allowed on Exhibition Place property. Employees found consuming, in possession of, or under the influence of alcohol or prohibited non-prescribed drugs, will be subject to discipline.
- Employees are expected to be at their work location at all times. Should an employee desire to leave the work area, permission must be obtained from their immediate supervisor.
- Employees are solely responsible for recording their own time record. Falsification of time records, the recording of another employee's time or similar alteration or tampering with records is prohibited, and will result in discipline up to and including dismissal.
- All employees are expected to disclose to their supervisor any business, commercial, and financial interests which might conceivably be construed as an actual or potential conflict of interest with their official duties.
- An employee who is issued a uniform, protective clothing, and a piece of equipment, shall maintain it in a clean and presentable condition. Substitution of uniform items is not permitted. Uniforms must be worn while on duty and may be worn when travelling between an employee's residence and workplace.
- Employees are required to report for duty on a regular basis, and all absences must be reported to the immediate supervisor prior to the commencement of duty or within one half hour after the scheduled starting time. As well, employees are required to report the reason, length of absence, and to submit all required forms in a prompt manner.
- Disregard or violation of any of the above work rules and regulations may subject the individual to the disciplinary process up to and including dismissal.

Exhibition Place

Policy Name	Policy Type
Accessible Information, Communications, and Technology Guidelines	**Corporate**
Original Date	**Revision Date**
January 1, 2019	**December 8, 2020**

Guideline Statement

Exhibition Place recognizes that as part of its Information and Communication Standard of the *AODA*, there is an obligation to provide or arrange for the provision of accessible formats, communication supports for persons with disabilities, and web accessibility is essential to meeting this obligation.

Application

The Information and Communication Standard applies in part to all website and web content including text, images, forms, and sounds, published after January 1, 2014.

Implementation

Exhibition Place is actively working to ensure its website and web content meets the requirements of the Web Content Accessibility Guidelines (WCAG) 2.0, Level AA in accordance with the *AODA's* Integrated Accessibility Standards Regulation.

Creating Accessible Documents

Under the Information and Communication Standard, Exhibition Place is required to provide information and communication, which is accessible to users with disabilities.

Characteristics of an accessible document:

- Larger fonts (12 pt), sans serifs (meaning without curls, such as Arial).
- Maintaining a high contrast between the background of the document and its text.
- Use of style sheets and templates.
- Tagging graphics or images with Alternative Text so screen reader software can access the information and read the description to the user. This includes tagging charts, maps and graphs.
- Easily convertible to another format, such as Braille.
- Table headings and data cells are organized logically and have the header row assigned and checked.
- Columns feature is used for laying text out in multiple columns.
- The reading order of content and other visual objects is logical and makes sense.
- A good reference source for creating accessible documents is the CNIB Clear Print Accessibility Guidelines.

Essentials in Creating Accessible Documents Training

Training is available to provide the knowledge and skills required to create and convert documents to make them more accessible for people with disabilities. For more information contact Human Resources.

Alternative Formats

Large print – An alternative format for people who have low vision. Large print materials should be prepared with a font (print) size that is 16 to 20 points or larger. This can be created in-house by using word processing software and a standard printer, or outsourced with other printing business.

Electronic text – Used with computer synthetic voice technology (screen reading software such as JAWS) that enables people who are blind, partially sighted, or who have learning disabilities to hear a spoken translation of what others see in printed text on a computer monitor, disk, CD, memory stick, store a .doc or .txt, and format files of the documents that can be uploaded to an individuals laptop computer, and these documents can then be used with computerized text reading software. This enables an individual to follow along when documents are being referred to during a meeting. PDF files are to be avoided as they are often inaccessible to JAWS and other software. Also make these files available to meeting and event participants in advance. When an electronic form of a document is placed on a CD, it should be labeled in large, high-contrast print, and Braille.

Braille – Braille is a tactile system of raised dots representing letters or a combination of letters of the alphabet. Braille is produced using Braille transcription software, and a Braille embosser (printer) on paper specifically designed for this type of use.

Audio format – Audio transmissions, cassette tapes, and CDs containing the content of documents being read aloud, including descriptions of images, graphs, charts, or any other visual material. Ensure there are personal listening devices (cassette players or CD players with headphones) so people can hear the content of the material as it is being presented. Labels should be prepared in large, high-contrast print, and Braille.

Exhibition Place

Policy Name	Policy Type
Carbon Credit Policy	**Corporate**
Original Date	Revision Date
January 1, 2017	**December 8, 2020**

Policy Statement

This policy implements a carbon credit policy in order to work with the City of Toronto to help safeguard public ownership of carbon credits and potentially realize a new revenue stream.

Application

This policy applies to Exhibition Place Operations.

Definitions

Carbon Credits, Carbon Offset Credits, Offset Credits, Offsets

Quantified and verified reductions of greenhouse gas emissions from a given facility, operation, or project that is additional to any existing voluntary or regulatory requirement, where such greenhouse gas reductions have been verified by an independent third party verifier, and may be serialized and listed through a greenhouse gas registry. Usually, one carbon credit represents all rights and benefits associated with one tonne of greenhouse gas emissions reductions. Carbon credits generally can be banked, retired, or transacted.

Banking a Carbon Credit

Holding a carbon credit or other environmental attribute in the context of a regulated trading system for future compliance use, perhaps in anticipation of using it to comply with future regulatory requirements.

Retiring a Carbon Credit

Permanently taking a carbon credit out of use and rendering it (and the underlying greenhouse gas reductions), or other environmental attributes of no further force and effect, thereby removing it from any and all voluntary or regulatory systems.

Transacting a Carbon Credit or Transaction

Encumbering, claiming, retiring for another party's benefit, or otherwise transferring legal and/or beneficial ownership of a carbon credit or other environmental attribute in consideration for value.

Environmental Attributes

A broad range of rights and benefits associated with greenhouse gas emissions reduction, renewable electricity and energy efficiency activities including, but not limited to the environmental rights and benefits that may take the form of carbon credits, renewable energy certificates, green tags, white tags, labelled/certified ‘green’ power, megawatts, water conservation credits, and related attributes.

Greenhouse Gas Emissions (GHG emissions)

The dissemination in the air of gases including carbon dioxide, methane, nitrous oxide, sulphur hexafluoride, hydrofluorocarbons, perfluorocarbons, and nitrogen trifluoride, and related gases or any other contaminant prescribed as a greenhouse gas by government regulation or international treaty, which contributes to the warming of the earth's atmosphere.

Cap-and-Trade

A market-based system for managing greenhouse gas emissions in which the government imposes a cap or limit on the quantity of emissions emitted from defined facilities and creates the ability to trade emission permits or quota in order to foster compliance.

Conditions

N/A

Implementation

1. Exhibition Place claims ownership of all environmental attributes, including carbon credits, as a general provision in its procurement processes. Staff will take all reasonable steps to safeguard Exhibition Place's ownership of environmental attributes in any contract, procurement document, or other arrangement.
2. Staff will review projects and activities that result in the reduction of greenhouse gas emissions, generation of renewable energy, conservation of electricity, natural gas, or water, or any other environmental attributes to determine whether such attributes are eligible for designation as carbon credits, renewable energy certificates, conservation credits, or other similar attributes and products, respectively.
3. Staff will keep current the Exhibition Place table of projects and activities for which carbon credits or other environmental attributes exist or potentially exist and that Exhibition Place owns or potentially owns, in whole or in part. This table will be sent on request to the City EEO.
4. Following consultation with the City EEO, Exhibition Place may sell carbon credits or other environmental attributes in order to realize cash value or sell such attributes in exchange for a reasonable commercial benefit (e.g. higher royalty rate or lease rate etc.) by considering points 5 and 6 below. In the case of a procurement process, such determination should take place prior to the issuance of the procurement call. If a procurement call is in process and if following consultation with the City EEO, Exhibition Place staff determine that such attributes should not be retained, Exhibition Place will take proper steps to ensure the offering of such attributes is made to all bidders/proponents in a fair and transparent manner.
5. Exhibition Place may take steps to realize value from carbon credits or other environmental attributes only following consultation with the City EEO and only if:
    - The transaction would result in a net benefit to Exhibition Place; and
    - Realizing value from transactions will not compromise Exhibition Place's ability to meet its greenhouse gas emissions reduction targets, renewable energy targets, and other environmental targets.

6. Exhibition Place in consultation with the City EEO may determine that in order to enter into certain funding arrangements or other agreements with the city, province, or federal authorities, Exhibition Place may be required to cede its rights to carbon credits or other environmental attributes as a condition of entering into such an agreement (e.g. the Ontario Power Authority's Feed-in Tariff agreements).
7. Any realization of value from transactions shall be guided by the following:
    - Contracts will only be entered into with organizations generating emissions from their operations in Ontario with the majority of emissions coming from sources within Exhibition Place;
    - Carbon credits or other environmental attributes may be banked for future use; and
    - Any organizations seeking to purchase Exhibition Place carbon credits or other environmental attributes for the purpose of meeting cap-and-trade regulatory obligations will not be considered as eligible parties for any transaction.
8. Any sales agreements involving purchasers of Exhibition Place owned carbon credits or environmental attributes must include provisions to prevent a buyer from reselling offset credits to a third-party, and provisions to ensure the retirement of carbon offsets by the purchaser.
9. Proceeds of sale will be allocated to the Operating Budget which will then be transferred to a City of Toronto Reserve Fund for allocation towards financing corporate initiatives which reduce Toronto's emission of climate change gases.

Exhibition Place

Policy Name	Policy Type
Cash and Gifts In-Kind Donation Policy	**Corporate**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

This policy addresses the donations of cash and 'gifts-in-kind' made to Exhibition Place and the issuance of tax receipts.

Application

This policy applies to third parties making donations to Exhibition Place.

Definitions

Gift

A gift includes cash and non-cash gifts referred to as 'gifts-in-kind'.

Conditions

1. Under the *Income Tax Act* (Canada), individuals and corporations can claim an income tax credit for certain gifts made to Canadian municipalities and their local agencies, boards, and commissions. Cash and 'gifts-in-kind' donations provide an additional source of valuable assets and revenue for Exhibition Place.
2. For the purpose of tax credits under the *Income Tax Act*, a gift is a voluntary transfer of property without valuable consideration and 3 conditions must be satisfied – (i) some property, or cash, is transferred to Exhibition Place; (ii) the transfer is voluntary; and (iii) the transfer is made without expectation of return (other than a tax receipt). No benefit of any kind may be provided to the donor or to anyone designated by the donor, except where the benefit is of nominal value. The benefit, an item or privilege but not cash, is considered nominal value when the fair market value does not exceed the lesser of $50.00 or 10% of the amount of the gift.
3. The *Income Tax Act* does not define 'Fair Market Value'. The generally accepted meaning is the highest price, expressed in a dollar amount, which the property would bring, in an open and unrestricted market, between a willing buyer and a willing seller who are both knowledgeable, informed, and prudent, and who are acting independently of each other. Valuation should be based on an arm's length sale and purchase transaction of a similar property. Similarly accounting standards define fair value as the amount for which an asset could be exchanged, or a liability settled between knowledgeable willing parties in an arm's length transaction.

Implementation

Cash Donations

1. Donations may be made by an individual or corporation for an Exhibition Place program area, capital project, or for specific purposes.

2. The donation may be in the form of cash, cheque, or where available, by debit or credit card.

Upon receipt of the funds being donated, Exhibition Place shall issue evidence of payment to the donor in the amount of the donation.

The evidence of payment shall contain the following information:

- the name and mailing address of the donor
- the date and amount of the donation, and whether it was by cash, cheque, debit, or credit card.
- if the donor so requests, the receipt shall indicate the appropriate program area cost centre, capital project, or specific purpose to which the donation is to be directed. A copy of the evidence of payment shall be sent to the City Finance Department.

Upon confirmation of the deposit and review for compliance with this policy, the City Treasurer shall issue an official income tax receipt pursuant to the *Income Tax Act*, and Exhibition Place Accounting Services shall recognize, measure, present, and disclose this transaction in accordance with Public Sector Accounting Standards.

'Gifts-in-Kind' Donations

When individuals or corporations wish to make a 'gift-in-kind' donation, Exhibition Place shall determine:

- whether the gift is an acceptable gift for Exhibition Place; and
- whether the gift may be eligible for an income tax receipt.

When the gift is not an acceptable gift for Exhibition Place, the donor shall be advised. Where the gift is acceptable to Exhibition Place but is not eligible as a 'gift-in-kind' for income tax purposes, the donor shall be advised that the gift is not eligible for an income tax receipt, and the same shall be indicated on any evidence of payment issued for the gift.

When the gift is eligible as a 'gift-in-kind' for income tax purposes, Records & Archives Services shall commission a current independent and official written appraisal of the fair market value of the gift. The written appraisal, along with the donor's name, address and phone number shall be sent to the City Finance Department for review. If the appraisal is satisfactory to the City Treasurer in form and content, and that the appraised value represents the fair market of the gift, the City Finance Department shall notify the donor accordingly and also notify the Exhibition Place. Upon transfer of ownership of the 'gift-in-kind', appropriate staff shall obtain documentation, and shall forward a copy of this documentation to the City Finance Department for issuance of an official income tax receipt pursuant to the *Income Tax Act*.

Gifts of Cultural Property

Special rules exist for gifts of cultural property as established by the Canadian Cultural Property Export Review Board.

The gift of cultural property must be certified as such by the Canadian Cultural Property Export Review Board.

The donor may be responsible for making application to the Canadian Cultural Property Export Review Board for Certification of Cultural Property for Income Tax Purposes.

The income tax receipts shall be in the amount of the fair market value determined by the Canadian Cultural Property Export Review Board on the date ownership is transferred to Exhibition Place. The Canadian Cultural Property Export Review Board issues its own tax receipts.

Donations with Limited Use of Monies

Exhibition Place shall not accept any donations given to support special purposes of an organization independent of the Exhibition Place Board.

Qualifying Gifts

Gifts by a third party that qualify for income tax credits generally include:

- cash
- capital property
- real property
- depreciable property
- personal use property (e.g. print, etching, drawing, painting, sculpture, or other similar work of art, jewelry, rare folio, rare manuscript, rare book personal papers, photographs, film, audio-tapes, artifacts, stamp, or coin)
- a leasehold interest or a residual interest in real property
- the inventory of a business
- gifts of life insurance policies
- gifts under Will by the third party

Non-Qualifying Gifts

A gift that does not qualify for an income tax credit receipt under the *Income Tax Act* includes a gift of services, since a gift must involve property, and the payment of a basic fee for admission to an event or to a program. An exception to this rule is the purchase of a ticket to a fundraising dinner, ball, concert, show, or like event. In this case, the gift is considered as the difference between the fair market value of the food, entertainment, and the purchase price of the ticket, and gifts made in exchange for consideration of a right, privilege, material benefit, and advantage such as promotion or advertising for the donor's purposes.

Official Donation Receipts

Official receipts for income tax purposes shall be authorized by the City Treasurer for eligible gifts and 'gifts-in-kind'. Receipts shall be made in the name of the donor only. Income tax receipts shall be issued for donations of $10.00 or more, unless specifically rejected by the donor.

1. For gifts of cash
    - The receipt shall be in the amount of the cash donation and dated the day on which the donation was received. Gifts of cash intended for specific purposes of Exhibition Place shall only be accepted where Exhibition Place has authorized such specific purposes, and the necessary cost centre or capital project account has been established, or where appropriate, a reserve fund has been created and any necessary by-laws enacted.

2. For ‘gifts-in-kind’
    - A receipt shall be issued only after the following conditions are met:
        - the ‘gift-in-kind’ must be clearly within the interest of Exhibition Place; and
        - must provide a benefit within the context of Exhibition Place's program areas.

The appraisal commissioned by Exhibition Place, must be by a qualified dealer, appraiser, or other knowledgeable individual who is familiar with the market for the object or property. The dealer, appraiser, or other knowledgeable individual shall not be associated with the donor.

The appraisal shall be in form and content acceptable to the City Treasurer. At the Treasurer's discretion, any appraisal not sufficient in form or content may be refused, and one or more additional independent appraisals satisfactory to the Treasurer may be required to be produced before any income tax receipt is issued.

The receipt shall be in the amount of the appraised value, or in the case of two or more appraisals, the lowest appraised value. The receipt shall also indicate a description of the object, the name and address of the appraiser, and shall be dated the day in which the Exhibition Place received the gift.

Exhibition Place

Policy Name	Policy Type
Climate Change Risk Management Policy	**Corporate**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

This policy establishes a process to systematically prioritize the identification, assessment, reduction, monitoring, and reporting on the risks to Exhibition Place's infrastructure, finances, operations, and liability due to a changing climate, including increased incidence of extreme weather events.

Application

This policy applies to all employees, contractors, and consultants engaged by Exhibition Place.

Definitions

GREENSmart Team

An employee-based committee, led by the General Manager, Operations Department and staff from various departments across Exhibition Place, with a focus on the development of environmental stewardship initiatives for the grounds.

Risk

The total concept of the likelihood of occurrence of a risk event and the severity of possible consequences.

Resilience

The ability of a system, entity, community, or person to withstand shocks while still maintaining its essential functions and to recover quickly and effectively.

Extreme Weather

When a weather event is significantly different from the average or usual weather pattern.

Conditions

N/A

Implementation

Exhibition Place will:

- In conjunction with the City of Toronto, continue to monitor and research risks to operations caused by a changing climate, and when new information becomes available, provide this information to the Board and City.
- Mitigate risk to Exhibition Place's assets and services by integrating identified risk information into decision making, and utilizing this information to inform priorities for investment.
- In conjunction with the City of Toronto, establish methods to evaluate initiatives undertaken by Exhibition Place through the lens of climate change resilience.

- Continue to reduce and manage risks to its employees, tenants, contractors, and the public resulting from a climate change.
- Build awareness and establish meaningful partnerships with the community, residents, the private sector, and the broader public sector.
- Share knowledge and information with external organizations to promote engagement in enhancing extreme weather resilience on a broader scale.

Exhibition Place

Policy Name	Policy Type
Corporate Suites Policy	**Corporate**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

The purpose of this policy is to provide for the protocol and administration for use of the Suites in BMO Field and the Coca-Cola Coliseum.

Application

This policy applies to persons and organizations using the Suites including Members of the Exhibition Place Board, Local Councillors, Exhibition Place staff, non-profit charitable community groups, community groups, business, protocol, and marketing organizations.

Definitions

BMO Suite

The Suite in BMO Field provided pursuant to the Management Agreement between the Exhibition Place Board and Maple Leaf Sports & Entertainment (MLSE). Exhibition Place receives one (1) suite and sixteen (16) suite tickets at no cost.

Local Councillor

Refers to the Councillors representing Ward 10 and Ward 4.

Honda Indy Suite

The Suite provided pursuant to the Agreement between the Exhibition Place Board and Toronto Honda Indy.

Member

A member of the Exhibition Place Board.

Coca-Cola Suite

The Suite provided pursuant to the Lease between the Exhibition Place Board and the Tenant, Coliseum Renovation Corporation (CRC) and its Subtenant, MLSE, Exhibition Place receives one (1) suite and twelve (12) suite tickets at no cost.

Suite Hostess

The person assigned through MLSE to oversee the facility protocols and rules in the BMO Suite and Coca-Cola Suite on event days.

Suite User

The person who has been allocated the Suite on behalf of Exhibition Place, and includes Members, Local Councillors, Exhibition Place staff, and any other named external organizations using the Suite.

Corporate

The provision of the Suite and tickets recognizes the benefits of use of the Suites by Members, Local Councillors, non-profit, charitable, and community organizations, all in support of the business and community purposes of Exhibition Place.

Implementation

Ticket Allocation to Members and/or Local Councillors

- The Coca-Cola Suite and twelve (12) suite tickets for four (4) exhibition or regular season Toronto Marlies games will be allocated to the Chair of the Board on a 'first come first served' basis.
- The Coca-Cola Suite and twelve (12) suite tickets for one (1) exhibition or regular season Toronto Marlies game will be allocated to the eight (8) Members of the Board on a 'first come first served' basis.
- The Coca-Cola Suite and twelve (12) suite tickets for one (1) exhibition or regular season Toronto Marlies game will be allocated to the local City Councillors for Ward 10 and Ward 4 to host their local community organizations as determined by the Councillor.
- A Member / Local Councillor may purchase additional Toronto Marlies game suite tickets over and above the twelve (12) suite tickets provided; however, the maximum number in attendance in the Coca-Cola Suite shall not exceed eighteen (18) persons, excluding the Suite Hostess. The purchase of additional tickets will be the responsibility of the Member / Local Councillor who must provide credit card information in advance of ordering additional tickets.
- If the Toronto Marlies qualify for the AHL Playoffs, twelve (12) tickets for the playoffs will be allocated to Members on a 'first come first served' basis. Members will be advised by email in advance of the playoff dates, who can reply by email of their interest.
- The BMO Suite and sixteen (16) suite tickets for four (4) exhibition or regular season game for either Toronto FC or Toronto Argos will be allocated to the Chair of the Board on a 'first come first served' basis.
- The BMO Suite and sixteen (16) suite tickets for one (1) exhibition or regular season game for either Toronto FC or Toronto Argos will be allocated to the eight (8) Members of the Board on a 'first come first served' basis.
- The BMO Suite and sixteen (16) suite tickets for one (1) exhibition or regular season game for either Toronto FC or Toronto Argos will be allocated to the local City Councillors for Ward 10 and Ward 4 to host their local community organizations as determined by the Councillor.
- A Member / Local Councillor may purchase additional Toronto FC or Toronto Argos game suite tickets over and above the sixteen (16) tickets provided; however, the maximum number in attendance in the BMO Suite shall not exceed twenty (20) persons, excluding the Suite Hostess. The purchase of additional tickets will be the responsibility of the Member / Local Councillor who must provide credit card information prior to the purchase of additional tickets.

- The Coca-Cola Suite and twelve (12) tickets become available from time to time for events other than Toronto Marlies games. Members will be advised by email in advance of all non-game events, who can reply by email of their interest.
- The BMO Field Suite and sixteen (16) tickets become available from time to time for events other than Toronto FC or Toronto ARGOS games. Members will be advised by email in advance of all non-game events, who can reply by email of their interest.
- Whenever a Member or Local Councillor utilizes the Coca-Cola Suite or BMO Suite, Exhibition Place will supply soft drinks and snacks to the Suites. No alcohol or food will be provided. If a Member or Local Councillor wants additional food, alcohol, or other services, it will be at the cost and responsibility of the Member or Local Councillor. Additional food, alcohol, or other services can be ordered in advance or on the event day from the Suite Hostess provided the Member / Local Councillor presents full credit card information prior to the order, purchase of additional food, alcohol, or other services.

Ticket Allocation for the Purpose of Business / Protocol Events

- The Coca-Cola Suite and twelve (12) tickets will be allocated for Exhibition Place business/protocol events for eight (8) exhibition and/or regular season Toronto Marlies games through the Office of the Chief Executive Officer.
- The BMO Suite and sixteen (16) tickets will be allocated for Exhibition Place business/protocol events for eight (8) exhibition and/or regular season games for either Toronto FC or Toronto Argos through the Office of the Chief Executive Officer.
- Whenever the Coca-Cola Suite or BMO Suite is used by Exhibition Place Staff, a member of the Exhibition Place Leadership Team must be in attendance. Exhibition Place may supply food and alcohol (wine and beer only) as determined by the nature of the event and attendees, provided there are funds available within the appropriate Exhibition Place Operating Budget.

Ticket Allocation for the Honda Indy Suite

- Six (6) tickets (suite and parking) will be allocated to the Chair of the Board for each day of the three (3) day event (Friday, Saturday, and Sunday).
- Two (2) tickets (suite and parking) will be allocated to the Members of the Board for each day of the three (3) day event (Friday, Saturday, and Sunday).
- Twenty-eight (28) tickets (suite and parking) will be allocated for business, protocol, and marketing opportunities through the Office of the Chief Executive Officer.
- One (1) ticket allocated for the suite hostess as required by the Toronto Honda Indy to be supplied by Exhibition Place.
- No additional tickets will be available for purchase.

Ticket Allocation for Non-Profit, Charitable, or Community Organizations

- Any suites or tickets not allocated in accordance with Sections 1, 2, and 3 will be allocated for non-profit, charitable, or community purposes through the Office of the Chief Executive Officer.

- When the BMO Suite or Coca-Cola Suite is allocated to non-profit, charitable, or community organizations solely for their use, the cost of any hospitality associated with the use of the Suite will be the responsibility of the recipient organization, and must be paid in advance of any costs being incurred.

General Suite Administration

- The Suites and the administration of this policy will be managed through the Office of Chief Executive Officer.
- A Suite Hostess is required and provided in the suites, and the Suite Hostess will ensure that rules and policies put in place by the respective facilities and managers are followed with respect to ticket requirements for entry to the suite, suite capacities, and the processing of food and beverage purchases.
- The Suite Hostess does not have any authority to charge costs to the Exhibition Place corporate credit card without the approval of the Office of the Chief Executive Officer. Therefore any food or beverage orders made through the Suite Hostess on the day of the event must be paid for by the Suite User with a credit card.
- Suite Tickets may be used for fundraising purposes.
- The operating budget for the Corporate Suites will be managed through the Office of the Chief Executive Officer.

Exhibition Place

Policy Name	Policy Type
Councillor Use of Exhibition Place Policy	**Corporate**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

This policy establishes a protocol for use of Exhibition Place facilities by City Councillors and provides the parameters, fee structure, and booking logistics for such use by Councillors for occasional constituency, community events, and meetings. This policy is not for the purposes of conducting any election related campaigns.

Application

This policy applies to Councillors for the City of Toronto.

Definitions

Non-tenanted Buildings/Spaces

These areas include:

- Bandshell Park
- Better Living Centre
- Conference Centre/Exhibition Facility Buildings
- Outside Parkland (not included in existing Tenant Leases)
- Queen Elizabeth Exhibit Hall

Meeting Rooms

Rooms and salons within the conference and exhibition facilities.

Conditions

1. Councillors need to communicate with their constituents concerning the meetings and activities of City Council and its Committees, as well as, the business and services of the City.
2. City space should be made available for Councillor occasional use for special events and for occasional Councillor meetings with constituents.
3. The health and safety of Exhibition Place employees working the facility or the safety and security of public users of the facility should not be adversely affected by the Councillor's usage of the space.
4. The ability of Exhibition Place and its functional programs to deliver their programs and services at the facility should not be adversely affected by the Councillor's usage of the space.

Implementation

Availability

1. Meeting rooms within the conference/exhibition facilities are available to Councillors for occasional use for community events and for occasional meetings with constituents, subject to availability and Exhibition Place Booking Guidelines.
2. Bandshell Park, Better Living Centre, Outside Parklands (not included in existing Tenant Leases), and Queen Elizabeth Exhibit Hall are available to Councillors for occasional use for community events.
3. Councillors should be considered third priority users of facilities within Exhibition Place, where the space is not already booked. Councillor bookings cannot bump or challenge other previously booked Exhibition Place conferences, events, meetings, or exhibitions.
4. The fee charged for the use of space shall be in accordance with the fee structure and booking limits described in 'Fees & Booking Limits'.
5. Councillors must abide by the Board's policies and procedures that are in place related to the use of Exhibition Place facilities.
6. To reserve space, Councillors are required to enquire to the Sales & Marketing Division at 416-263-3600 or sales@explace.on.ca. A proposal will be prepared with the date, availability, and applicable pricing.
7. A License Agreement must be mutually executed by the Councillor hosting the event/meeting and Exhibition Place.

Fees & Booking Limits

1. One-time constituency and community events and meetings:
    - Meeting Room Rental rates will be waived for at least one (1) meeting and event per Councillor each calendar year, and then regular rental rates will apply after the one (1) rent free meeting or event
    - Regular exhibit hall rental rates apply for all uses

The fee structure will be communicated to Councillors as the need arises.

Additional costs related to a constituency or community meeting and event, including but not limited to overtime for staff, security, set-up, clean-up, equipment costs, food & beverage, parking, and labour will be charged at the regular rate, and are applicable to all events and meetings, including any rent free event.

Conditions of Use

1. All meetings and events must be related to City business and be hosted directly by a Councillor.
2. All meetings and events must be booked per normal timelines, and in accordance with the Exhibition Place Booking Guidelines.
3. No games of chance including bingo and lotteries are permitted.
4. Charitable fundraising is not permitted.
5. Sales of goods are not permitted.

6. Councillors cannot book facilities on behalf of third parties.
7. Councillors must remove all files, photographs, posters, and any other materials at the end of their meetings or events.
8. Councillors must comply with the health and safety requirements of the facility.
9. No permanent signage or display board will be permitted.
10. Councillors should plan to bring their own equipment required for the meeting (e.g. computers and cell phones).
11. Basic furniture (e.g. tables and chairs) that would be part of the regular set-up of space will be provided. Special set-up requirements or room re-sets if needed, may incur an additional fee. Cleaning, AV, labour, parking, security, utilities, equipment, and food & beverage will all incur additional fees.

Denial of Use

Should a Councillor contravene the use of this policy, the Chief Executive Officer will discuss the correct use of the policy with the affected Councillor.

Resolution of Issue

Councillors who encounter difficulties or issues with the use of space under this policy should resolve these issues first with the Director of Sales & Marketing, and if no satisfactory solution is found, with the General Manager, Sales & Events Management.

Exhibition Place

Policy Name	Policy Type
Environmental Favourable Procurement Policy	**Corporate**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

In order to meet the expectations of the Exhibition Place Environmental Plan, this policy encourages bidders to offer products and services which are Environmentally Preferred.

Application

This policy applies in the evaluation of all third party bids and proposals.

Definitions

Environmentally Preferred Products and Services

Refers to products that are durable, reusable, energy efficient, low pollution, products including those used in services containing maximum levels of post consumer waste and recyclable content, and products which provide minimal impact to the environment.

Conditions

An Environmentally Preferred product or service is one that is less harmful to the environment than the next best alternative with characteristics including, but not limited to, the following:

- Reduce waste and make efficient use of resources - a product or service that is more energy, fuel, or water efficient, or that uses fewer resources.
- Are reusable or contain reusable parts - products which are rechargeable batteries, reusable building partitions, and laser printers with refillable toner cartridges.
- Are recyclable - a product that can be recycled at the end of its useful life by local facilities exist capable of recycling the product.
- Contain recycled materials - a product that contains post consumer recycled content.
- Produce fewer polluting by-products and safety hazards during manufacture, use, or disposal – a product that is non-hazardous or replaces a hazardous product.
- Have a long service-life and/or can be economically and effectively repaired or upgraded.

Environmentally Preferred Products and Services must be competitive in cost as defined in this policy, conform to specifications, performance requirements, and be suitable for the intended application as determined by Exhibition Place.

In order to meet the expectations of the Exhibition Place Environmental Plan, Exhibition Place reserves the right not to award to the lowest bidder, and in particular may, at its option, choose to accept an otherwise qualified bid which includes Environmentally Preferred Products and Services with environmental benefits (outside of any specifications), that can be substantiated and verified to the satisfaction of Exhibition Place, provided that the bid price does not exceed the lowest qualified bid by greater than 15% of the lowest qualified bid price.

Implementation

Evaluation Process

- Bidders shall if requested, provide written verification of any environmental claims made in their bid/proposal satisfactory to the Environmental Benefit Review Committee Procurements (EBRC-P) within five (5) working days of request, at no cost to Exhibition Place.
- Verification may include, but not be limited to, certification to recognize environmental programs, independent laboratory tests, and manufacturer's certified tests.
- Submissions in response to environmental claims will be evaluated by the EBRC-P, composed of one management member from each of Finance, Facility Services, Operations, and Purchasing, as well as, the end user. Other staff with relevant experience and external advisors may be called upon to assist the EBRC-P with its review.
- Aside from providing written verification of any environmental claims, bidders may also be called for an interview with the EBRC-P to answer questions and make a presentation.
- Environmental claims will be evaluated by the EBRC-P on the basis the criteria set forth in the Environmental Favourable Procurement Clause, all of which may be subject to a weighting, if more than one bidder is under consideration.
- The following is intended to set out an overview of the evaluation criteria that may be applied by the EBRC-P in its review of environmental claims made.

Evaluation Criteria

- Reduces waste and makes more efficient use of resources
- Reusable or contains reusable parts
- Recyclable
- Contains recycled materials
- Produces fewer polluting by-products
- Longer service-life

The evaluation results are the property of Exhibition Place. Exhibition Place intends not to disclose results, under any circumstances either before, during, or after the evaluation process. By responding to an RFQ, bidders agree to accept the recommendations of the EBRC-P as final and binding.

Exhibition Place

Policy Name	Policy Type
Lobbying Disclosure for Requests, Proposals and Tenders, Quotations Policy	**Corporate**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

This policy addresses the lobbying disclosure processes followed by Exhibition Place for certain requests for proposals, and tender and quotation calls.

Application

Lobbying disclosure shall apply to all competitive Requests or Calls of any dollar value excluding Sole Source Purchases or Departmental Purchase Orders.

Definitions

Bid

A formal response submitted to a Request for Quotation or Tender, or Request for Proposal.

Bidder

Any legal entity submitting a competitive Bid in response to a Call, Request for Quotation, or Request for Proposal.

Call

A Solicitation to external suppliers or providers to submit a Tender.

City PMMD

The City of Toronto Purchasing and Materials Management Division.

Lobbying

Oral or written communications by Bidders/Proponents and/or representatives employed or retained by them, with members of the Board of Governors, Council, City and Board officials, and staff, in order to promote or oppose any Bidder or Proponents, as the case may be, responding to a Call or Request from PMMD or Exhibition Place.

Proponent

Any legal entity submitting a Proposal in response to a Request Proposal - An offer to furnish goods, services or construction, including professional or consulting services, as a basis for negotiations for entering into a contract.

Purchasing Agent

The Director of PMMD or the Purchasing Manager for Exhibition Place.

Quotation

An offer to buy or supply specified goods or services at a price fixed as to the total amount or on a unit basis.

Request

A Solicitation from the City or Exhibition Place to external suppliers or providers to submit a Bid or Proposal.

Sole Source

Purchases made to one vendor for proprietary/patent/copyright reasons or the CEO has determined an emergency exists.

Solicitation

The process of notifying prospective bidders or proponents that the City or Exhibition Place wishes to receive offers through a Bid or Proposal.

Conditions

To enhance transparency in competitive procurement awards through a lobbying disclosure process for certain competitive Requests for Proposals, and Tender and Quotation Calls issued by Exhibition Place or by City PMMD on behalf of Exhibition Place.

Implementation

1. Process to Apply Criteria

- All Requests or Calls issued by City PMMD on behalf of Exhibition Place or directly by Exhibition Place shall include a statement which advises Proponents or Bidders that they are required to ensure that no communication is made by the bidder/proponent or its representatives, including a third party representative employed or retained by it to promote or oppose any bid/proposal unless such communication, relating to all meetings, written correspondence, and telephone discussions that the representative has had with any Member of the Exhibition Place Board, Member of City Council, City or employee, appointed member of any City boards, agency, commission, task force, or related organizations, is disclosed by the filing of a disclosure form in accordance with this policy, and that any false or misleading disclosure or non-disclosure may affect the award of future contracts. Proponents or Bidders shall also be informed that failure to file a completed non-disclosure form shall be assumed to mean that no lobbying has been conducted by the Proponent or Bidder, its employees, or representatives.
- For Requests for Calls through City PMMD or by Exhibition Place, disclosures of Lobbying are to be submitted on a form to be approved by the City Clerk from time to time. Forms must be up-to-date to the time of the meeting where the award will be made, and filed with the City Clerk up to the time of the meeting where the award of the Request or applicable Call will be made.
- Disclosures are to contain the following information:
  - the name, address, and telephone number of the Proponent or Bidder
  - the name, address, and telephone number of each person retained, employed, or designated
  - by such Proponent or Bidder who has engaged in Lobbying in relation to the Proposal or Bid
  - the Request or Call document number in respect of which each person retained, employed, or designated by such Proponent or Bidder has engaged in Lobbying

- a description of the general nature of communications that each person retained, employed, or designated by such Proponent or Bidder has made in Lobbying
- the name of the person and department before whom such Proponent or Bidder has engaged in Lobbying

2. Availability of Disclosure Information

The City Clerk will provide the disclosure information upon request to any members of the Exhibition Place Board, Council, City staff, or the public.

The City Clerk shall post disclosure information on the City's Website.

3. Insufficient Disclosure

- Where a Proponent or Bidder has not fully disclosed Lobbying in accordance with this policy, or made false or misleading statements in any disclosure form filed with the City Clerk, any Proposal or Bid received from the Proponent or Bidder, as the case may be, shall not be considered for award in any further Request or Call for a period of one (1) year from the time of such non-disclosure or false disclosure coming to the attention of the Purchasing Agent, unless such Proposal or Bid is approved by Council pursuant to a report from the Board setting out the extent and nature of any non-disclosure or false or misleading disclosure.
- Where a Proponent or Bidder is alleged not to have fully disclosed Lobbying or to have made false or misleading disclosure in respect of a Proposal or Bid, the Purchasing Agent shall investigate at the request of Exhibition Place, the allegation and make a determination whether in fact such has occurred.

4. Lobbying Prohibition

Despite the contents of this policy, Exhibition Place reserves the right to invoke a 'prohibition' requirement in any competitive Call or Request, namely, a 'no lobbying' provision to the effect that a Bidder or Proponent, and representatives employed or retained by it, can only make presentations and present their arguments advancing or opposing a Call / Request in a public deputation to the Exhibition Place Board or to the media, and any contract party identified in the competitive Call or Request.

Exhibition Place

Policy Name	Policy Type
Naming Rights Policy	**Corporate**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

This policy establishes a process to use in the consideration of Naming Rights for Exhibition Place facilities.

Application

This policy applies only to external Naming Rights.

Definitions

Broker

An external agency responsible for assessing the Naming Rights value of Exhibition Place buildings and facilities and negotiating with the potential Naming Rights Holder on the Exhibition Place's behalf.

Buildings / Facilities

Exhibition Place's assets.

Naming Rights

A mutually beneficial business arrangement wherein an organization provides goods, services, or financial support to Exhibition Place in return for access to the commercial and/or marketing potential associated with the public display of the organization's name on a building or facility for a finite period.

Naming Rights Holder

The party which has been awarded the Naming Rights opportunity.

Conditions

Exhibition Place welcomes proposals for Naming Rights by external parties. Granting the right to name an Exhibition Place building or facility to an external party provides a means of partnering with the private sector to meet the strategic directions of both Exhibition Place and the Naming Rights Holder, and also providing a means of generating new revenues and alternative resources to assist in the construction, support, and/or provision of Exhibition Place buildings, facilities, and its programs.

In applying this policy consideration will be given to:

- creating a systematic approach to soliciting, managing, and reporting on Naming Rights
- providing guidance to those who have an interest in the Naming of a building or infrastructure at Exhibition Place
- protecting the reputation, integrity, and aesthetic standards of Exhibition Place and its assets

- ensuring alignment with Exhibition Place's programs and services, and the advancement of Exhibition Place priorities and services.

Implementation

Scope

- This policy applies only to Naming Rights, which represent but one class of activity.
- Only external Naming Rights are covered by this policy.
- Naming Rights arrangements that pre-date this policy are not subject to its terms.
- Naming Rights Proposals will be reviewed on a case-by-case basis.
- Any Naming Rights Proposal which varies from the requirements of this policy shall be approved by the Exhibition Place Board / City Council.

Principles

General:

- The Exhibition Place Board / City Council shall retain ownership and control over any building or facility to which Naming Rights apply.
- Subject to the agreement, the Naming Rights must not impair in any way the Exhibition Place's ability to manage the site.
- Exhibition Place will consider all Naming Rights Proposals, but does not have an obligation to accept any. Exhibition Place reserves the right to refuse any proposal, including, but not limited to, those submitted by third parties whose activities are perceived to be incompatible with Exhibition Place's goals, values, or mission.
- All Naming Rights agreements shall be confirmed by written contract containing terms and conditions satisfactory to Exhibition Place, in consultation with City Legal Services.
- All Naming Rights agreements shall be reported and are subject to the Exhibition Place Board and, if required, City Council approval.
- All funds generated by Naming Rights agreements shall be allocated to Exhibition Place.
- Every Naming Rights agreement shall conform to all applicable federal and provincial statutes, and to all applicable City of Toronto bylaws, policies, contracts, and practices, including the Lobbyist Register.
- While the physical display of the Naming Rights signage shall be negotiated, such recognition must not unduly detract from the character, integrity, aesthetic quality, safety of Exhibition Place, or unreasonably interfere with its enjoyment or use.
- The Naming Rights opportunity must not confer a personal benefit to any particular member of the Exhibition Place Board, or any employee of Exhibition Place.
- Exhibition Place does not endorse the products, services, or ideas of any Naming Rights Holder.
- The sale of a naming right must not result in incremental net costs to Exhibition Place.

Naming Rights

- Parties that are disqualified from doing business with Exhibition Place are not eligible for Naming Rights opportunities.
- The benefits to the Naming Rights Holder are limited to those expressly stated in the Naming Rights agreement.
- No form of indemnification will be provided to any Naming Rights Holder without the express approval of the City Legal Services.
- Naming Rights may only be transferred or assigned by a Naming Rights Holder with the consent of the Exhibition Place. Where a company changes its name, the Naming Rights may, with the consent of the Exhibition Place and at the sole expense of the Naming Rights Holder, be modified to reflect the new name.
- All Naming Rights agreements must be for a fixed term, not exceeding the useful life of the building or facility. Every agreement shall have a sunset clause specifying the duration of the Naming Rights opportunity. Such agreements cannot be extended or automatically renewed without Exhibition Place and, if required, City Council approval.
- Naming Rights Holders are prohibited from implying that their products, services, or ideas are sanctioned by Exhibition Place.
- The Naming Rights agreements must not result in, or be perceived to result in, any competitive advantage, benefit, or preferential treatment for the Naming Rights Holder, outside of the terms and conditions of the agreement.
- There shall be no actual or implied obligation for Exhibition Place to purchase the product or services of the Naming Rights Holder, except as provided in the terms and conditions of the agreement.

Procedure

General:

- Issues regarding the interpretation or application of this policy are to be referred to the Chief Executive Officer.
- In accordance with the principles and criteria contained in this policy, the solicitation, negotiation, and administration of Naming Rights are to be conducted by Exhibition Place's authorized staff only.
- All Naming Rights agreements will be in the form of a legal contract. For such agreements, the Chief Executive Officer shall consult with City Legal Services regarding appropriate terms and conditions and consider inclusion of the following provisions:
  - A description of the contractual relationship, specifying the exact nature of the agreement
  - The term of the agreement
  - Renewal options, if permitted
  - The value of the consideration
  - The payment schedule
  - Rights and benefits
  - Release, indemnification, and early termination clauses as appropriate

    - Insurance clauses
    - Confidentiality terms
    - A statement acknowledging that the agreement may be subject to provisions of the *Municipal Freedom of Information and Protection of Privacy Act*
    - A statement that all parties are aware of, and agree to comply with, the provisions of this policy. Copies of all Naming Rights agreements are to be retained for audit purposes in accordance with the normal retention policy of Exhibition Place.
- The terms and conditions contained within a Naming Rights agreement are to be approved by the Exhibition Place Board, and if required, City Council.
- As part of the negotiations with the Naming Rights Holder, Exhibition Place will seek to reserve the right to terminate the Naming Rights prior to the scheduled termination date, without refund of consideration, should the Exhibition Place feel it is necessary to do so to avoid Exhibition Place being brought into disrepute.

Soliciting Naming Rights

General:

- Subject to this policy, Exhibition Place is free to solicit and negotiate Naming Rights.
- For commercial Naming Rights opportunities it is generally recommended that Exhibition Place secure a broker with the requisite experience and expertise to identify, evaluate, and negotiate with corporations, and such broker be retained through a competitive bid process (i.e. Request for Proposals).

Exhibition Place

Policy Name	Policy Type
Not-For-Profit Booking Policy	**Corporate**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

The purpose of this policy is to set out the terms related to use of Exhibition Place grounds and facilities for special community festivals.

Application

Exhibition Place is an ideal setting for special types of activities and as a 'public park' in the City, one of Board's mandates is to attract special community festivals especially as these types of events grow to a size that may negatively impact City operations if held in a local park.

Definitions

Community Grant

Exhibition Place budgets an annual grant fund of $6,000 per year for community programs supporting in-need neighbourhoods. Applicants may request grant approval, which will apply up to a maximum of $1,000 against the cost of their rentals and services per year.

Major Festival

Major Festivals may be eligible for funding under this policy.

Not-for-Profit Organization

A non-profit organization includes a club, society, or association organized and operated solely for the purpose of social welfare, civic improvement, education, pleasure, recreation, and for any other purpose except for profit. No part of the income and or proceeds of which is payable to, or is otherwise available for personal benefit directly or indirectly of any proprietor, member, or shareholder. Not-for-Profit (NFP) organizations must be the Licensee (i.e. 3rd party meeting planner or individual organizing an event on behalf of the NFP is not applicable), and NFP categories are mutually exclusive (i.e. clients only qualify in one category).

Not-for-Profit Festival

An event normally staged by a local community, which centers on a unique aspect of that community. The function of a festival is to meet special social, cultural, and educational needs, as well as, providing entertainment. These times of celebration offer a sense of belonging for religious, social, or geographical groups, which are open to the general public.

Not-for-Profit Community Use

A community use by a group of people with some shared element (i.e. people who live in the same area). The substance of shared element varies widely, from a situation, to interest, to lives and values (e.g. group of students from a local school for a school graduation ceremony or annual dance recital).

Not-for-Profit Registered Charity

A registered charity is an organization established and operated for charitable purposes and must devote a significant amount of its resources to charitable activities. The charity must be a resident in Canada and cannot use its income to benefit its members. For income tax purposes, the charity must have a valid registration number issued by the Canada Customs and Revenue Agency, and can issue official income tax receipts for donations.

Conditions

Not-for-Profit Organization, Not-for-Profit Festival, Not-for-Profit Community Use, and Not-for-Profit Registered Charity, may be eligible to receive certain benefits under this policy provided they receive a written endorsement from a Toronto City Councillor outlining the purpose of the Applicant's event, and the rationale for the request of financial aide through this program. In addition, Major Festivals are not eligible if they already receive funding through the City of Toronto grants.

Implementation

Elements	Festival	Community Use	Charitable	City of Toronto Meetings and Events
Primary use of grounds and parking lots to be charged at the standard Board approved rate (cents/square foot)	Applicable	Applicable	Applicable	Applicable
Venue Rental Fee discount applied to venue rental	Not applicable	10%	15%	Not applicable
Discount rental fee applied to Convention Centre Meeting Rooms/Ballrooms	Not applicable	10%	15%	Rack rate
Discount rental fee applied to Convention Centre Meeting Rooms	Not applicable	10%	15%	Waived
Discount rental fee applied to Convention Centre Exhibit Halls	Not applicable	10%	15%	Rack rate

Elements	Festival	Community Use	Charitable	City of Toronto Meetings and Events
Discount rental fee applied to Bandshell Park & Stage & Lot 5 (utility based on actual meter readings and cost recovery fees subject to annual increase)	Utility Fee, Cost Recovery of Facility & Event Staff, Onsite Electrician & Plumber for first 5 hours of each event day	10%	15%	Rack rate
Discount rental fee applied to Better Living Centre	Utility Fee, Cost Recovery of Facility & Event Staff	10%	15%	Daily utility rate
Discount rental fee applied to QE Exhibit Hall	Utility Fee, Cost Recovery of Facility & Event Staff	10%	15%	Daily utility rate
Pro rata rates apply to QE Exhibit Hall and the Better Living Centre	Not applicable	Applicable	Applicable	Not applicable
Venue rental fee payments are due	25% upon execution, 25% 90 days prior, 50% 45 days out	25% upon execution, 25% 90 days out	25% upon execution, 25% 90 days out	Post event
Free move in/out up to a maximum number of day(s)	3	1	1	Not applicable
Provide registered charity number	Applicable	Not applicable	Applicable	Not applicable
Food concession fee (subject to increase based on event size and duration)	$5,000 plus taxes	Not applicable	Not applicable	Not applicable
Parking Facilities (Exhibition Place have the sole/exclusive rights to the operation and revenues from surface and underground parking)	Applicable	Applicable	Applicable	Applicable

Elements	Festival	Community Use	Charitable	City of Toronto Meetings and Events
Rentals & Services (will be charged at)	Services – T&M+12% IATSE – T&M	Services – rack rate IATSE – T&M	Services – rack rate IATSE – T&M	Services – T&M+12% – Convention Centre
Use of Board Equipment (discount applied to Board owned equipment)	28%	10%	15%	Not applicable
Payments due	10 days prior to event	10 days prior	10 days	Post event

Exhibition Place

Policy Name	Policy Type
Plaque Installation Policy	**Corporate**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

This policy sets out a process for the consideration of requests for the dedication and installation of Plaques at Exhibition Place.

Application

Individuals or groups (both internal and external) wishing to install a plaque at Exhibition Place.

Definitions

N/A

Conditions

All individuals or groups (both internal and external) wishing to install a plaque at Exhibition Place must provide a written proposal containing the following information.

1. Background paper on the purpose of plaque, a brief history of individual/building/event to be commemorated, and its significance to the grounds of Exhibition Place.
2. A list of sources used in the preparation of the background paper and where documentation can be found (e.g. particular library, archives, private collection).
3. Proposed text of plaque, wording must be as close to final form as possible.
4. Preferred location of plaque.
5. Approximate size of plaque, design and colour (plaques must not resemble provincial plaques, or use the blue and gold colour scheme of provincial plaques unless sponsored by the province).
6. Material from which the plaque is to be made (plastic, metal, wood).
7. Details on plaque installation (inside or outside wall of a building, free-standing, attached to a pole, pedestal, or stone base).
8. Identification of all individuals or organizations sponsoring the plaque.
9. Assurance that no costs will be incurred by Exhibition Place regarding the creation or installation of the plaque, unless otherwise agreed to by Exhibition Place.
10. Evidence that arrangements will be made for the continuing maintenance of the plaque.
11. Assurance of willingness to comply with all union agreements regarding installation.
12. Proposed unveiling date.
13. Brief overview of the components of the unveiling ceremony, a more detailed description of the unveiling ceremony to be forwarded to and approved by the Chief Executive Officer and City Protocol at least two months prior to the unveiling.

Implementation

All proposals for the installation of plaques at Exhibition Place shall be submitted to the IT/Telecom, Records & Archives Division who will coordinate and work in consultation with a Working Group comprised of representatives of the following areas: Capital Works, Operations, and Records & Archives. The Working Group will be chaired by the Senior Archivist, Records & Archives Division, and will review all plaque proposals prior to reporting to the Exhibition Place Board.

The following criteria is to be considered in determining the suitability of a proposed plaque installation.

1. Is the plaque relevant to Exhibition Place (e.g. does the plaque commemorate a specific event that occurred on the grounds, and a general or historical nature)?
2. To what extent does the plaque represent or meet the needs of a community. Is the project supported by letters from community members?
3. What contribution will the plaque make to the promotion and preservation of public awareness of its subject?
4. Does the plaque promote a private interest (e.g. commercial advantage, personal or family status) rather than public knowledge of Exhibition Place history?
5. What extent is the subject of the plaque a rare, unique or an important example of history?
6. Does the plaque commemorate a subject previously commemorated at or near the proposed location?
7. Is there research material available on the subject of the plaque to verify the contents of the plaque?
8. Is the wording of the plaque written in an accessible, clear style without jargon, or complications?
9. Does the plaque identify or commemorate a subject but not explain or interpret the subject?
10. Does the applicant have the resources to cover the cost of researching, developing, casting, installing, and maintaining the plaque?
11. Does the applicant have the resources to cover expenses incurred in preparing and/or staging a plaque unveiling ceremony?

The ability of an applicant to provide the full cost of their plaque project will not ensure an automatic approval. Individual donors are not to be acknowledged on the plaque itself.

Approval Process

The proposal must be submitted to the IT/Telecom, Records & Archives Division at least three months prior to the proposed plaque installation date. Following review of the submission, the IT/ Telecom, Records & Archives Division will prepare a report, with the proposal appended, for the Chief Executive Officer for submission to the Exhibition Place Board with a recommendation.

If approved by the Exhibition Place Board, a copy of the report should also be sent to Heritage Toronto.

Maintenance and Replacement

If a plaque is damaged or stolen, Exhibition Place is under no obligation to replace the damaged or stolen plaque. Repair and replacement are solely the responsibility of the applicant.

Exhibition Place

Policy Name	Policy Type
Public Complaints Policy	**Corporate**
Original Date	Revision Date
January 1, 2017	**December 8, 2020**

Policy Statement

This policy provides for a mechanism to receive feedback and resolve issues relating to complaints about any of the Exhibition Place services and actions.

Application

This policy applies to Exhibition Place customers, attendees, visitors, partners, and Toronto residents that visit Exhibition Place.

Definitions

Complaint

An expression of dissatisfaction about the service, actions, or lack of action by a service area or staff member representing Exhibition Place. Complaints may relate to the actions of an individual or to an Exhibition Place Service or Program Area policy, process, or procedure. Examples include but are not limited to:

- a perceived failure to do something agreed to do
- a failure to observe policy or procedures
- an error made by staff
- unfair or discourteous actions or statements by staff

Conditions

Exhibition Place receives, reviews, records, and makes every effort to promptly resolve complaints as quickly as possible, and in accordance with defined guiding principles and an established complaints procedure. This policy is made accessible to the public on the websites for Exhibition Place and City of Toronto. Exhibition Place staff are made aware of and receives instruction on this policy, and will act in accordance with defined guiding principles as established in the complaints policy. Exhibition Place regularly reviews the complaints log for issues, and trends as a means of continually improving processes and service. A report with respect to all Complaints will be reported to the Exhibition Place Board on a yearly basis.

Implementation

1. Introduction

Applies to complaints directly related to services and processes within the Exhibition Place program/service areas:

- Chief Financial Officer & Corporate Secretary
- Event Management
- Facility Management
- Financial
- Human Resources

- Operations
- Parking
- Records & Archives
- Sales & Marketing
- Security

2. Guiding Principles

In managing all complaints, the following principles will guide Exhibition Place and its Management Team:

- It is in the interest of all parties that complaints are dealt with promptly and resolved as quickly as possible.
- Staff will treat complaints as confidential, and protect the complainant's privacy and staff's privacy as much as possible.
- Review of complaints will be fair, impartial, and respectful to all parties involved.
- Complainants are advised of their options to escalate their complaint if they are dissatisfied with treatment or outcome.
- Complainants are provided clear and understandable reasons for how decisions on the complaint were made.
- Updates are provided to complainants during review processes.
- Following an initial review of complaints, complainants are advised if alternate complaint procedures apply.
- In the management of complaints Exhibition Place will ensure that all original copies of written complaints and complaint forms will be filed and locked in a secure area on the Exhibition Place grounds.
- All electronic copies of written complaints and complaint forms will be password protected with only the Records & Archives Senior Archivist.

3. Ways to Make a Complaint

- Mail – IT/Telecom, Records & Archives Division, Attention – Complaints, 2 Manitoba Drive, Exhibition Place, Toronto, Ontario M6K 3C3. The complaint will be recorded and allocated a complaint number in the data base, and a copy of the written complaint will be delivered to the appropriate General Manager and Director.
- Electronic – feedback@explace.on.ca, Attention – Complaints, the complaint will be recorded and allocated a complaint number in the data base, and a copy of the written complaint will be delivered to the appropriate General Manager and Director.
- Fax – 416-263-3591 – Attention – Complaints, the complaint will be recorded and allocated a complaint number in the data base, and a copy of the written complaint will be delivered to the appropriate General Manager and Director.
- Telephone – 416-263-3618 (direct line) to be answered by a staff person who will record and allocate a complaint number in the data base, and a copy of the written complaint will be delivered to the appropriate General Manager and Director.

4. How a Complaint is Made

- A complaint may be received verbally (by telephone) or in writing (by hand delivery, mail, fax, or electronically).

- The complainant may use the Complaint Tracking Form located on www.explace.on.ca to submit their complaint; however, this form is not always required for a complaint to be received or reviewed.
- Exhibition Place strives at all times to provide equal treatment and equitable benefit of Exhibition Place services, programs, and facilities in a manner that respects the dignity and independence of people with disabilities.
- All complaints are taken seriously and dealt with in a manner that meet and exceeds customer expectations.
- All complaints will be recorded and allocated a complaint number and will be part of Exhibition Place official records.
- Following the filing of a complaint, all details of the complaint will be reviewed, an investigation conducted, and report produced.

5. Handling of Complaints

- Written complaints receive a written notice of decision unless otherwise requested by complainant.
- Verbal complaints receive written and/or verbal notice at the discretion of Exhibition Place, or as requested by the complainant.
- If applicable, the complainant will be notified in writing of any corrective action taken or remedy proposed. Confidentiality will be maintained to protect the privacy of Exhibition Place staff, or staff acting on behalf of Exhibition Place.

6. Logging of the Complaint and Record

- To ensure a central record for all complaints, a complaint database is maintained for Exhibition Place.
- Each entry is given a complaint number beginning with the year followed by the letters indicating the respective database and service area (e.g. 2011-EX-CS-001)
- The Senior Archivist is responsible for maintaining and ensuring the respective complaints database is up to date.
- All hard copies of documentation for all complaints will be stored in secure files.
- Regular monitoring and review of complaints will be conducted to identify issues, trends, areas of concern, and opportunities for improvement.

7. Response Times

The following standards for acknowledging receipt of a complaint apply unless the complainant requests a particular mode of contact:

- Complaints are acknowledged by telephone within one (1) working day of being received.
- Complaints are acknowledged by email within one (1) working day of being received.
- Complaints are acknowledged by fax within two (2) working days of being received.
- Complaints are acknowledged by mail within three (3) working days of being received.
- Where an expanded review is required, complainants are contacted within fourteen (14) days with either a final response or update. At that time the complainant is advised of when the next contact will be, either for a proposed resolution, or for the next progress update.

8. Expanded Review Process

The Expanded Review Process may be pursued at the request of the complainant or at the discretion of Exhibition Place Management Staff. The Expanded Review Process will include:

- If it is a verbal complaint, a request may be made to put the complainant to put his/her complaint in writing, especially if it involves a serious or complex matter. If the complainant declines, a note should be placed in the complaint file.
- Discussion(s) with the complainant to clarify the complaint, confirm common understanding, clarify outcome sought, and explain complaint procedures.
- Discussion(s) with staff involved to obtain their perspective, with union representative if applicable.
- Discussion(s) with witnesses to the complaint, if applicable.
- Review of background information such as policies and procedures, previous written communications, and other documentation. Confidential information such as Human Rights Office files are not included.
- Obtain and review other expert opinions or perspectives.
- Complainants will be contacted with a resolution or update, refer to Response Times.
- Complainants are automatically contacted when their complaint is escalated.
- From time to time, there may arise extraordinary circumstances where Exhibition Place may not be in a position to guarantee these standards can be satisfied (e.g. during a labour disruption, emergency management situation, etc.).

9. Decision and Resolution – Unresolved or Dissatisfied

If a complaint is not addressed to the complainant's satisfaction, the complainant can contact the Office of the Ombudsman as an office of last resort. Visit the Ombudsman's secure and independent web site for more information:

www.toronto.ca/ombudstoronto/<http://www.toronto.ca/ombudstoronto/index.htm

Telephone – 416-392-7062

E-mail – Ombuds@toronto.ca

Exhibition Place

Policy Name	Policy Type
Publication of Senior Staff Expenses Policy	**Corporate**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

This policy enhances the public accountability and transparency related to the publication of expenses of Senior Staff.

Application

This policy applies to senior staff.

Definitions

Senior Staff

Chief Executive Officer, Chief Financial Officer & Corporate Secretary, General Manager, Operations, and General Manager, Sales & Event Management.

Conditions

N/A

Implementation

Expenses to be Published

- Business Travel (include kilometrage reimbursement)
- Conferences and Training (include accommodation, registration, and per diem allowance)
- Hospitality or protocol expenses (hosting Board events for non-employees at eating establishments, or other appropriate locations)

Ensuring Complete and Accurate Information

Senior Staff will be required to review and certify their expenditures. In addition to submitting a copy to the Finance Department, forward a copy to the Chief Financial Officer & Corporate Secretary who will review and confirm with the Finance Department that the corporate records confirm the accuracy of the certification.

Reports to the Board

The Exhibition Place Board will receive a report of the Senior Staff Expenses at its meeting, and once adopted will be published to the Exhibition Place website.

Exhibition Place

Policy Name	Policy Type
Security Surveillance Policy	**Corporate**
Original Date	Revision Date
January 1, 2017	**December 8, 2020**

Policy Statement

This policy governs video surveillance at Exhibition Place in accordance with the privacy provisions of the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*.

Application

This policy applies to all types of camera surveillance systems, surveillance monitors, and camera recording devices installed by Exhibition Place on the grounds of Exhibition Place, and those proposed to be installed by tenants and event providers which will survey areas outside of the their exclusive tenanted or licensed areas. This policy does not apply to cameras used by the Toronto Police Service, or to video surveillance used for employment related or labour related information.

Definitions

N/A

Conditions

Exhibition Place recognizes the need to balance an individual's right to privacy, and the need to ensure the safety and security of employees, clients, visitors, and property. While video surveillance cameras are installed for safety and security reasons, the video surveillance systems must also be designed to minimize privacy intrusion. Proper video surveillance, where deemed necessary, is one of the most effective means of helping to keep the facilities and properties operating in a safe, secure, and privacy protective manner.

Implementation

Roles and Responsibilities

1. Director, Security and Transportation Services

The key responsibilities include:

- Ensuring grounds-wide compliance
- Undertaking yearly evaluations of video surveillance system installations to ensure compliance
- Reviewing the policy every two (2) years
- Approving installation of video cameras at specified locations
- Receiving status updates from the Manager, Security Services, every six (6) months, regarding staff adherence to the responsibilities
- Reporting to the CEO when video surveillance is being proposed for high profile locations (e.g. locations with a high number of members of the public), and on annual basis on all security video surveillance equipment installed

2. **As designated by the Director, Security and Transportation Services, the Manager, Security Services shall:**
    - Conduct Security Threat Assessments to determine the requirement for a video surveillance system
    - Prepare recommendations for the Director, Parking & Security Services for review and installation approval of video surveillance systems
    - Advise the Director, Parking & Security Services on placement of video surveillance monitoring signs
    - Delegate day-to-day operations of video surveillance systems to Security Supervisory staff
    - Conduct periodic internal audits to ensure compliance
    - Act as contact for all requests by law enforcement agencies for access to video records
    - In consultation with the Director, Parking & Security Services and if necessary the Director, IT/Telecom / Records & Archives and City of Toronto Privacy Services develop and update annually privacy training for all staff who have responsibilities under this policy
    - In consultation with the Director, Parking & Security Services and if necessary, the Director, IT/Telecom / Records & Archives and City of Toronto Privacy Services provide training annually to all Security staff regarding obligations and compliance with *MFIPPA* and the policy
    - Immediately report all alleged privacy breaches to the Director, Parking & Security Services and the Director, IT/Telecom / Records & Archives for immediate action
    - Consult with the Director, Parking & Security Services and forward complaints to the Director, IT/Telecom / Records & Archives for appropriate action
3. **The responsibilities of each of the Supervisor(s), Security Services include:**
    - Oversee day-to-day operations of video surveillance cameras
    - Ensuring Security Guard's compliance with all aspects of the policy
    - Ensuring monitoring and recording devices are secured appropriately
    - Recording all activities related to video devices and records are kept and maintained by operators
    - Documenting all information regarding the use, maintenance, and storage of records in the applicable logbook, including all instances of access to, use of, and recorded material to enable a proper audit trail
4. **The responsibilities of the Security Guards include:**
    - Complying and adhering to all aspects of the policy
    - Monitoring the video surveillance cameras
    - Ensuring all aspects of the video surveillance system are functioning properly
    - Ensuring that no personal information is disclosed without the approval of the Manager, Security Services
    - Ensuring that no copies of data and images in any format (hardcopy, electronic, etc.) are taken from the video surveillance system without approval from the Manager, Security Services

- Forwarding all requests for access to video records to the Manager, Security Services

5. **All Staff** must adhere to this policy, and must not access or use information contained in the video surveillance system, its' components, files, or database for personal reasons, nor dispose, destroy, erase, or alter any record without proper authorization and without following the regulations contained in this policy.
6. Guidelines may be developed for the implementation of this policy.

Exhibition Place

Policy Name	Policy Type
Sole Source Procurement Policy	**Corporate**
Original Date	Revision Date
January 1, 2017	**December 8, 2020**

Policy Statement

In accordance with the Exhibition Place Financial By-law, goods and services should be purchased through a competitive process. While Sole Source procurement is discouraged, this policy permits sole sourcing under certain circumstances.

Application

This policy applies to all employees in the procurement of goods and services.

Definitions

Sole Source

Entering into a commitment without following a competitive open process.

Purchase Orders

A manner of purchasing goods and services, including services of a professional nature, with a dollar value of less than $100,000 in any one instance.

Conditions

1. Wherever possible, Purchase Orders shall be issued to firms that have existing contracts with the City of Toronto, provided that the goods and services offered meet the requirements of the Board.
2. The CFO & Corporate Secretary and Purchasing Manager will impose controls for the awarding and management of consulting expenditures. The award of any contracts must be transparent, must uphold accountability, compliance of the Financial By-laws, and above all must be able to withstand public scrutiny. Non-compliance will be a breach of responsibility, and as such could be subject to performance management and as appropriate disciplinary action, up to and including dismissal.
3. In addition to any conflict of interest policy applicable to employees, as adopted from time to time, the code of purchasing ethics established by the National Institute of Governmental Purchasing Inc. and the Purchasing Management Association of Canada, shall apply to all Exhibition Place Departments, Divisions, and Service Areas, and all employees involved in the procurement and sole sourcing process.
4. Sole Source procurement may apply to the use of Purchase Orders only if one or more of the following conditions apply, and a process of negotiation is undertaken to obtain the best overall value in the circumstances for Exhibition Place:
    - The goods and services are only available from one source by reason of:
        - a statutory or market based monopoly
        - scarcity of supply in the market
        - existence of exclusive rights by patent, copyright or license
        - need for compatibility with goods or services previously acquired, and there are no reasonable alternatives, substitutes or accommodations

    - need to avoid violating warranties and guarantees where proprietary service is required
- An attempt to purchase the required goods or services has been made in good faith using a competitive method, and has failed to identify a successful supplier.
- The goods and services are required to satisfy the needs of a client of Exhibition Place and are paid for by the client; however, where time permits, the competitive open process should be used.
- The required goods and services are to be supplied by a particular vendor or supplier having special knowledge, skills, expertise, or experience which cannot be provided by another supplier.
- The nature of the requirement is such that it would not be in the public interest to solicit competitive bids as in the case of security or confidential matters.
- The goods and services are required as a result of an emergency, which would not reasonably permit the use of other procurement methods.

5. Professional & Consulting Services

The following guidelines must be followed in the selection and contracting for professional and consulting services:

- Consultants and professional services should only be utilized when specific projects require certain technical capabilities, or unique and specialized advice is not available in-house. If available in-house, but staff are fully occupied with other tasks or assignments and the project requires very urgent completion, then such services can be considered.
- The advice or services sought and the resulting expenditure can be justified as being necessary to satisfy program requirements.
- Independent expertise is required by legislation or regulation.
- Priority projects require more or greater staff resources than are available.
- Outside Legal Consultants will be determined in consultation with the City Legal Department.
- Exhibition Place/City has directed the use of external assistance.

Implementation

- For Purchase Orders in excess of $10,000, the Chief Executive Officer or the CFO & Corporate Secretary shall only authorize a commitment where three (3) competitive quotes have been received. For PO's in excess of $10,000, if three (3) competitive quotes are not received, then there must be justification through approval of a Sole Source Request Form that must be approved by the Department Head, the Purchasing Services Manager, and the Chief Executive Officer or CFO & Corporate Secretary, before any commitments are to be made.
- The Chief Executive Officer and CFO & Corporate Secretary will provide a report on a quarterly basis to the Exhibition Place Board on all sole source purchase of goods and services in excess of $10,000 indicating the reason for such request and the dollar amount.
- The Chief Executive Officer, on a quarterly basis by project category, will report to all sole source purchases to the City of Toronto.

- For clarity, the $10,000 threshold is measured over the immediate previous 12 month period, that is, while an initial $5,000 commitment is below the $10,000 limit for competitive purposes, once a second or subsequent purchase commitment is done with the same supplier and the $10,000 limit is reached, then the policy requires three (3) competitive quotes per the Board's Financial By-law..
- The CFO & Corporate Secretary shall review with the Purchasing Manager the use of Exhibition Place Purchase Orders on an annual basis, and report to the Chief Executive Officer on compliance with this policy. The CFO & Corporate Secretary shall undertake a comprehensive review of all polices affecting the procurement and sole sourcing process every five (5) years.
- For the purposes of this policy, the corporate credit card managed by the CFO & Corporate Secretary or designate may be used as an alternative means for employees requiring to purchase goods in compliance with all purchasing policies. Personal expenses are not allowed to be charged to the corporate credit card.

Exhibition Place

Policy Name	Policy Type
Sponsorship Policy	**Corporate**
Original Date	Revision Date
January 1, 2017	**December 8, 2020**

Policy Statement

This policy establishes a process to use in the consideration of Sponsorship Rights for Exhibition Place.

Application

In applying this policy consideration shall be given to:

- ensuring alignment with Exhibition Place's programs and services
- providing guidance to those who have an interest in opportunities for sponsorship
- creating a systematic approach to soliciting, managing, and reporting on sponsorship

Definitions

Advertising

The lease of advertising or signage space within Exhibition Place. Unlike naming rights, it involves the use of public advertising contracted at predetermined rates for a set period of time. Advertising does not imply any reciprocal partnership arrangement since the advertiser is not entitled to any additional benefits beyond access to the space.

Sponsorship

A mutually beneficial business arrangement wherein an external organization, whether for profit or otherwise, provides goods, services, or financial support to Exhibition Place in return for exclusivity supplier rights on an activity, program, or service for a finite period.

Sponsorship Holder

The party which has been awarded the sponsorship opportunity.

Conditions

Exhibition Place will seek out mutually beneficial sponsorships that enhance its activities and services. Granting the right to sponsor an activity or program of Exhibition Place to an external party provides a means of partnering with the private sector to meet the strategic directions of both Exhibition Place and the Sponsorship Holder, and also providing a means of generating new revenues.

1. Scope

- This policy applies only to Sponsorships, which represent but one class of activity.
- Only external Sponsorships are covered by this policy.
- Sponsorship arrangements that predate this policy are not subject to its terms.
- Sponsorship Proposals will be reviewed on a case-by-case basis.
- Any Sponsorship Proposal which varies from the requirements of this policy shall be approved by the Exhibition Place Board and City Council.

2. Principles

- Exhibition Place shall retain ownership and control over any program where sponsorship applies.
- Potential sponsors will not be canvassed in a manner that uses or implies coercion.
- Benefits to the sponsor are limited to those expressly stated in the sponsorship agreement.
- Exhibition Place does not endorse the products, services, or ideas of any Sponsorship Holder.
- All sponsorship agreements shall be confirmed by written contract containing terms and conditions satisfactory to Exhibition Place, in consultation with City Legal Services.
- In order to expedite partnership development, a formal competitive process is not required when soliciting sponsorship opportunities. While there is no obligation to test the market, in order to maximize the contribution, it is expected that several prospective sponsors will be approached when circumstances warrant.

3. Sponsorship Criteria

- Exhibition Place will consider all sponsorship proposals, but does not have an obligation to accept any. Exhibition Place reserves the right to refuse any proposal, including, but not limited to, those submitted by third parties whose activities are perceived to be incompatible with the goals, values, or mission of Exhibition Place.
- All sponsorship agreements must be arranged for a fixed term, and shall be reported and are subject to the Exhibition Place Board, and if required, City Council approval.
- Subject to the agreement, the Sponsorship must not impair in any way the Board's ability to manage the site.
- All funds generated by sponsorship agreements shall be allocated to the Board.
- The sponsorship opportunity must not confer a personal benefit to any particular member of the Exhibition Place Board or any employee of Exhibition Place.
- The Sponsorship must not create an ongoing financial obligation for Exhibition Place beyond the term of the agreement.
- Every sponsorship agreement shall conform to all applicable federal and provincial statutes, and to all applicable Exhibition Place Board, City of Toronto by-laws, policies, contracts, and practices, including the Lobbyist Register.
- The Sponsorship must not interfere with existing contractual obligations.
- While the physical display of the sponsorship signage shall be negotiated, such recognition must not unduly detract from the character, integrity, aesthetic quality, safety of Exhibition Place, or unreasonably interfere with its enjoyment or use.
- The Sponsorship must not result in or be perceived to result in any competitive advantage, benefit, or preferential treatment for the sponsor outside of the sponsorship agreement.
- Benefits to the sponsor are to be commensurate with the size and scope of the sponsorship.

4. Sponsor Eligibility and Restrictions

- Parties that are disqualified from doing business with the Exhibition Place are not eligible for sponsorship opportunities.
- The sponsorship agreements must not result in, or be perceived to, result in any competitive advantage, benefit, or preferential treatment for the Sponsorship Holder outside of the terms and conditions of the agreement.
- The benefits to the Sponsorship Holder are limited to those expressly stated in the sponsorship agreement.
- No form of indemnification will be provided to any Sponsorship Holder without the express approval of the City Legal Services.
- Sponsorship Holders are prohibited from implying that their products, services, or ideas are sanctioned by the Board.
- There shall be no actual or implied obligation for Exhibition Place to purchase the product or services of the Sponsorship Holder except as provided in the terms and conditions of the agreement.
- Sponsorships may only be transferred or assigned by a Sponsorship Holder with the consent of the Exhibition Place Board. Where a company changes its name, the Sponsorship Holder may, with the consent of the Exhibition Place Board and at the sole expense of the Sponsorship Holder, be modified to reflect the new name.

Implementation

Procedure

1. Issues regarding the interpretation or application of this policy are to be referred to the Chief Executive Officer.
2. In accordance with the principles and criteria contained in this policy, the solicitation, negotiation, and administration of sponsorships are to be conducted by authorized Exhibition Place staff only.
3. All new sponsorships must be evaluated for compliance with this policy. Authorized staff are responsible for ensuring that all sponsors and executed agreements comply with this policy, and that authorized staff abides by its provisions.
4. All sponsorship agreements will be in the form of a legal contract. For such agreements, the Chief Executive Officer shall consult with City Legal Services regarding appropriate terms and conditions, and consider inclusion of the following provisions:
    - a description of the contractual relationship, specifying the exact nature of the agreement
    - the term of the agreement
    - renewal options, if permitted
    - the value of the consideration
    - the payment schedule
    - rights and benefits
    - release, indemnification, and early termination clauses as appropriate
    - Insurance clauses
    - confidentiality terms

- a statement acknowledging that the agreement may be subject to provisions of the *Municipal Freedom of Information and Protection of Privacy Act*
- a statement that all parties are aware of, and agree to, and comply with, the provisions of this policy
- copies of all Sponsorship Agreements are to be retained for audit purposes in accordance with the normal retention policy

5. The terms and conditions contained within a sponsorship agreement are to be approved by the Exhibition Place Board, and if required, City Council.
6. As part of the negotiations with the Sponsorship Holder, Exhibition Place will seek to reserve the right to terminate the sponsorship prior to the scheduled termination date, without refund of consideration, should Exhibition Place feel it is necessary to do so to avoid Exhibition Place being brought into disrepute.
7. It is the responsibility of authorized staff to review the effectiveness of the sponsorship, and to ensure that the respective parties are adhering to the terms of the written agreement.

Exhibition Place

Policy Name	Policy Type
Travel and Expense Reimbursement Policy	**Corporate**
Original Date	**Revision Date**
January 1, 2017	**December 8, 2020**

Policy Statement

This policy sets out the rules that apply on how transactions are to be conducted by Members of the Exhibition Place Board with respect to attendance at conferences, seminars, business trips, and claims for meterage for use of personal automobile, meal allowances, and business meetings.

Application

This policy applies to Members of the Exhibition Place Board.

Definitions

N/A

Conditions

Guiding Legislation Members of the Exhibition Place Board shall comply with the *Municipal Conflict of Interest Act, R.S.O. 1990*, and the Conflict of Interest Policy adopted by Council, and as amended from time to time. Further, it is understood that each Member has agreed, at the time of their appointment, to abide by the Code of Conduct for Members of Local Boards adopted by Council, as amended from time to time.

Implementation

1. Accounting Procedures

Claims for expenses must follow basic accounting and audit principles as noted below:

- Expenses must relate to the business of Exhibition Place.
- When providing supporting documentation for justifying business expenses related to kilometerage, parking, and taxi rides, Members need to provide the specific details about these expenses.
- Members must incur the expenses, expenses incurred by third parties cannot be claimed.
- Members cannot claim expenses of a personal nature, where an invoice contains expenses of a personal nature, Members must reimburse Exhibition Place for those personal expenses when they submit the request for reimbursement or payment of allowable expense to the CFO & Corporate Secretary.
- Members must provide proper documentation, including detailed original receipts, for all expense claims, and credit card receipts or statements alone are not sufficient and will not be accepted.
- Members must sign off all receipts with original signatures, documentation with signature stamps or electronic signatures will not be accepted.
- Expenses must be charged to the year in which they occurred, expenses cannot be carried forward to different years.

2. Review Process

- The CFO & Corporate Secretary has ultimate responsibility and authority for the administration of Members' expenses.
- The CFO & Corporate Secretary and Members may consult with the City's Integrity Commissioner for guidance with respect to individual Member expenses or any interpretation on the application of this policy given its consistent with the City's Policy.
- The CFO & Corporate Secretary shall file a travel summary for Members with the City of Toronto, and retain a record for the official records.

3. Allowable Expenses

Listed below are the details of allowable expenses and documentation requirements.

Kilometerage Expenses – Board Meetings

Eligible Expense

- Members' expenses for use of personal vehicle travelling outside the City of Toronto boundaries to attend a Board meeting

Ineligible Expense

- Fuel expenses
- Return travel to outside boundary
- Personal expenses

Conditions

- Approval of such expenses is at the discretion of the Chef Executive Officer, in consultation with the Chair of the Board
- Members must submit a 'Driving Directions Map' indicating the address travelling from, to the Toronto address where the Board meeting is being held, and unless otherwise advised, the address to be used is 100 Princes' Boulevard, Suite 1, Toronto, Ontario, M6K 3C3
- Driving Directions Map must include the total one-way estimated kilometerage to the Toronto address

Business Hospitality Expenses – Related to Exhibition Place Business

Eligible Expense

- Members' expenses for food and beverages related to business meals or receptions with business contacts, representatives of other levels of government, international delegations or visitors
- Alcohol consumed or purchased for meals or receptions

Ineligible Expense

- Members' personal entertainment expenses.

Conditions

- Members must identify the business purpose of the expense.
- If a Member hosts a business meal for a visiting delegation, the name of the delegation, the date and purchase of the visit, the number of attendees, and the name of the delegation organizer must be included. The names of delegation members should be included, if available.

Other Information about Business Hospitality Expenses

Members must provide:

- Original itemized receipt showing items consumed
- Full name of all participants attending business meals, except for large delegations
- Date and purpose of the meeting

Travel – Conferences, Seminars, and Business Trips related to Exhibition Place Business

Eligible Expense

- Conference registration
- Transportation (air, train, or bus) or kilometerage (if driving)
- Ground transportation (between home and the terminal, and between the terminal and hotel or conference facility)
- Hotel
- Per Diem
- Taxi expenses related to conference, business related functions, and meetings
- Hospitality expenses
- Trip cancellation insurance
- Laundry and dry cleaning expenses
- Business telephone calls
- Vehicle rental for business related purposes
- Parking expenses for personal vehicle or rented car

Ineligible Expense

- Personal expenses
- Sightseeing expenses
- Medical insurance
- Carbon Offset expenses

Conditions

- Must be related to the business of Exhibition Place.
- Lowest economy fare for airfare or train at time of booking.
- Hotel rate must be the lowest rate category of the selected hotel available at time of booking, and exceptions will be made where a Member can demonstrate health requirements for a room category other than the cheapest room rate available when booking.

- $65 CAN per diem for travel within Canada; $65 US for travel within the United States; and $100 US for travel in countries of the European Union to cover meals, personal telephone calls, entertainment, and other personal expenses. For travel outside of Canada, the per diem will be in US dollars, and no receipts are required. The number of days claimed will be the same as the number associated with the conference, seminar, and business trip in question, including the day of departure and day of return.
- Car rental expenses must include details of the business requirements.
- A Member is entitled to claim additional hospitality expenses where a third party is hosted.
- Members can request cash advances for hotel and per diem costs no more than two weeks before their travel date.
- Members will be reimbursed for airfare, hotel reservations, and conference registration fees that are paid in advance of travel.
- Travel amounts exceeding $7,000 for the Chair, and travel amounts exceeding $3,500 for Members of the Board, must be approved by the Board.
- Travel amounts up to $7,000 for the Chair, may be approved by the Chief Executive Officer, or his/her designate.
- Travel amounts up to $3,500 for Members of the Board with the consent of the Chair, may be approved by the Chief Executive Officer or the CFO & Corporate Secretary.
- Claims by Members for travel shall be paid within ten (10) business days after submission of complete paperwork to the CFO & Corporate Secretary, and if not, Members shall be entitled to any interest charges to their credit cards that may result in late payment by Exhibition Place.

Other Information about conferences, seminars, and business trips

- Members must submit an itemized travel expense list to the Chair at least ten (10) days before travelling.
- Travel reimbursement must include an itinerary and confirming travel dates and airline booking.
- Reimbursement of conference registration fees must include a copy of the conference brochure confirming (conference name, dates, location, and costs).
- The reimbursement of hotel costs must include an original hotel invoice itemizing room costs, and other incidentals.
- Members must submit a summary document of all expenses to the CFO & Corporate Secretary within ten (10) days after returning from travel. Original receipts must accompany all claims.
- If Members incur expenses in a foreign currency, the CFO & Corporate Secretary will convert the cost into Canadian currency, based on the exchange rate on the date when the Member submits for reimbursement.
- Members are not required to submit a report on the outcome of their conference or business travel.