

September 8, 2016

To: The Board of Governors of Exhibition Place

**ACTION REQUIRED**

From: Dianne Young  
Chief Executive Officer

Subject: **Proposed Collective Agreement with Carpenters and Allied Workers,  
Local 27 United Brotherhood of Carpenters and Joiners of America**

Summary:

This report outlines the terms of a Memorandum of Agreement attached as Appendix “A” that has been executed by the Carpenters and Allied Workers, Local 27 and ratified by the union on August 26, 2016, and pending Board approval, would be the basis of a renewed Collective Agreement with the Board (CA).

**Recommendations:**

**It is recommended that the Board approve the CA for Local 27 commencing on January 1, 2016 and expiring on December 31, 2018, on the terms and conditions set out in this report and Appendix A to this report.**

Financial Impact:

Based on the two-year (2014 – 2015) average of 18,624 hours worked, the impact on the Operating Budget for each year of the CA is as follows: 2016 = \$5192; 2017 = -\$3235; and 2018 = -\$3276. The 3-year average decrease, all costs in, is 0.14%. This agreement is in line with recent settlements at the City of Toronto.

Decision History:

The Exhibition Place 2014 – 2016 Strategic Plan had a Financial Goal to *Seek additional revenue opportunities* and as a Strategy to support this Goal we will *seek opportunities for business development through negotiations of collective agreements & positive labour relations*

At its meeting in December 16, 2011, the Board approved an agreement with Carpenters and Allied Workers Local 27 for a four-year period, which term expired on December 31, 2015.  
[http://www.explace.on.ca/database/rte/files/Item%2022-Carpenters\(2\).pdf](http://www.explace.on.ca/database/rte/files/Item%2022-Carpenters(2).pdf)

Issue Background:

The previous Collective Agreement between the Board and Local 27 expired on December 31, 2015. Notice to bargain from Local 27 was received on October 2, 2015 and negotiations commenced April 12, 2016 supported by the City of Toronto Labour Relations Division.

Comments:

The detailed negotiated Memorandum of Agreement is attached as Appendix “A” to this report and generally proposes the following amendments to the existing CA:

- a) Term: Three years commencing January 1, 2016 and expiring December 31, 2018;
- b) Wage Increases: Annual increases for all bargaining unit employees as follows: 1.25% (2016); 1.25% (2017); 1.25% (2018)
- c) Start Times: The employer may schedule staggered start times between the normal working hours of 6:00am and to 6:00pm without shift premium
- d) Overtime Rate: The Employer shall contribute to the Carpenters Local 27 Welfare Trust Fund as follows for each hour worked by each employee rather than at the overtime rate of 1.5 times.
- e) Premium Rates: Management may reassign staff to a weekend shift where premium rates do not apply for three specific shows/events during a calendar year.
- f) Paid Day Off: The provision for One Paid Day Off on an annual basis is removed from the agreement.
- g) Updating Dispute Resolution Language: Language changes were made to the grievance and policy grievances and arbitrations mechanisms to clarify responsibilities;
- h) Updating Administrative Policies: Updated several administrative procedures relating to Record of Employments and direct deposit of pay.

#### Contact

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## Appendix "A"

## MEMORANDUM OF SETTLEMENT

## BETWEEN:

THE BOARD OF GOVERNORS OF EXHIBITION PLACE

(hereinafter called the "Employer")

-and-

CARPENTERS AND ALLIED WORKERS, LOCAL 27  
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

(hereinafter called the "Union")

WHEREAS the Employer and the Union are bound to a Collective Agreement effective from January 1, 2012 to December 31, 2015.

AND WHEREAS the parties desire to enter into a new Collective Agreement effective from January 1, 2016 to December 31, 2018.

THEREFORE, the parties, pending ratification by the employees for the Union and the Board of Governors of Exhibition Place, agree as follows:

The Union and the Employer shall be bound by a Collective Agreement effective from January 1, 2016 to December 31, 2018 containing all of the terms and conditions contained in the above referenced Collective Agreement which expired on December 31, 2015 with the following amendments:

- (1) Amend Duration of Agreement to January 1, 2016 to December 31, 2018.
- (2) Amend Article 4 – UNION SECURITY clause 4.1 b) as follows:

No person shall be refused employment or Union membership ~~because of their sex, race, colour, creed, age or national origin~~ **for any reason as specified in the *Ontario Human Rights Code***. The Union and the Employer agree that it is the right of every employee to work in an environment free from sexual harassment and discrimination on the grounds covered by the *Ontario Human Rights Code*.

Amend Article 4 – UNION SECURITY clause 4.5 as follows:

During the term of this Agreement, the Employer agrees to deduct from the first pay ~~cheque~~ covering the first full pay of the current month regular monthly Union dues or a

sum equivalent of the regular monthly Union dues as certified by the Union to be currently in effect according to the Constitution and Bylaws of the Union from wages of each employee within the bargaining unit, and to remit the amount so deducted to the Union no later than the fifteenth of the following month.

- (3) Correct the spelling of the title of Article 7 –GRIEVANCE PROCEDURE from the word "Greivance" to "Grievance."

Amend clause 7.1 as follows:

An employee who has a complaint relating to the interpretation or alleged violation of this Agreement shall discuss their complaint with their Supervisor **within five (5) working days following the circumstances giving rise to the complaint.** If such complaint is not resolved to the satisfaction of the employee, the employee may file a formal grievance at Step One. The following grievance procedure shall apply with the time limits strictly observed as set out by this Article.

- (4) Amend Article 7.1 as follows:

STEP 1 Should the employee be dissatisfied with the Supervisor's disposition of the complaint, the employee may refer such matter in writing to their Supervisor **and the Union Representative within five (5) working days of receiving the response** (and in doing may have the assistance of the Union Representative if the employee so desires) and the Supervisor shall answer the grievance in writing within seven **(7)** calendar days. The complaint shall constitute a formal Step 1 and shall be filed within seven **(7)** calendar days of the receipt of the reply of the Supervisor to the complainant. The grievance shall specify the article or articles of the Agreement of which a violation is alleged, contain a brief statement of the facts relied upon, indicate the relief sought and be signed by the employee.

- (5) Amend the clause 8.3 of DISCHARGE AND SUSPENSION CASES as follows and move a portion of 8.3 to clause 9.1 b):

~~Where a grievance, which is filed under Article 8.2, is not settled and duly comes before an Arbitration Board, the Arbitration Board may make a ruling, subject to this Article and the grievance may be referred to arbitration in accordance to Article 9.~~

**9.1 b) For an arbitration regarding discharge or suspension cases, an Arbitrator or Arbitration Board may make a ruling based on the following:**

(a) confirming the Employer's action;

(b) reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of their case);

(c) disposing of the grievance in any other manner which may be just and equitable.

(a) Rename 9.1 to 9.1 a) and amend Article 9 - ARBITRATION clause as follows:

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is ~~arbitral~~ **arbitrable**, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. ~~The notice shall contain the name of the party's appointee to an Arbitration Board and shall be delivered to the other within five working days of the reply under Step 2. The recipient party shall, within five working days, advise the other of the name of its appointee to the Arbitration Board.~~

**Grievances submitted to arbitration shall be determined by a single arbitrator unless either party requests that the grievance be determined by a Board of Arbitration.**

**If the grievance is to be determined by a single arbitrator, the parties shall endeavour to reach agreement as to a suitable arbitrator. In the event that the parties fail to agree upon an arbitrator, Local 27 shall request the Minister of Labour for Ontario, in writing, to appoint an arbitrator.**

**In the event that the parties do not agree to have the grievance determined by a single arbitrator, the party which has requested that the grievance be determined by a Board of Arbitration shall so notify the other party in writing within ten (10) working days of receipt of the letter referring the grievance to arbitration. The notice shall include the name of its nominee to an Arbitration Board. The party so notified shall, within ten (10) working days after the receipt of the letter, notify the other party of the name of its nominee to the Arbitration Board. The two (2) nominees so selected shall appoint a third person who shall be the Chairperson. If the two (2) nominees fail to agree upon a Chairperson, Local 27 shall request the Minister of Labour for Ontario, in writing, to appoint a Chairperson and a copy of such request shall be forwarded concurrently to the other nominee to the Board.**

(b) Add a new clause 9.7 as follows:

**Nothing specified in Article 9 prevents either party's ability to apply for expedited arbitration under section 49 under the Ontario Labour Relations Act.**

- (7) Amend clause 9.2 as follows:

~~The two appointees so selected shall within fifteen working days of the appointment of the second of them, or at a time mutually agreed upon, appoint a third person who shall be Chairperson. If the recipient party fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limited, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitrator or Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is not a majority, the decision of the Chairperson shall govern. The Arbitrator, or the Board of Arbitration as the case may be, shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.~~

- (8) Delete the wording in clause 9.3 and replace it with:

~~No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.~~

Each of the parties hereto will bear the expenses of the Arbitrator appointed by it and parties will jointly share the expenses of the Arbitration Board, or single arbitrator, if any.

- (9) Renumber clause 10.7 to 10.10 of Article 10 SENIORITY to include the following as clause 10.7:

When an employee resigns, is laid off, or is discharged their Record of Employment will be sent electronically to Employment Insurance and employees will receive their regular pay and all other payments through direct deposit. Questions regarding an ROE or payment of wages are to be directed to the Payroll Manager.

- (10) Amend clause 10.8 to remove "or telegram."

When recalling an employee after layoff, the employee shall be notified by registered mail ~~or telegram~~ and allowed forty-eight hours to report for work and, in the meantime, if any employee is recalled and is not immediately available for work, other employees in seniority standing shall be recalled but shall be temporarily employed until the senior employee reports within the forty-eight hour period as outlined. An employee to whom a registered letter ~~or telegram~~ is sent in accordance with this Article must contact the Employer within forty-eight hours of the notice of return to work if the employee wishes the Employer to hold the job open for them for the full forty-eight hour period. It shall be the employee's responsibility to keep the Employer notified as to any change of their address or telephone number so that they will be up to date at all times.

- (11) Amend Article 11 – HOURS OF WORK AND OVERTIME clause 11.1 as follows:

The regular work week shall consist of 37 ½ hours worked in five (5) days. Monday to Friday inclusive. The regular workday shall consist of 7 ½ hours per day. **The Employer shall provide one week's notice of a change in shift. However, the hours may be moved under special circumstances or due to operational need, without one week's notice. In special circumstances, or when there is such operational need to change a shift, the employee and Steward will be given notice where practicable.**

**The Employer may schedule staggered start times between the normal working hours of 6:00 a.m. to 6:00 p.m.**

12. Amend clause 11.5 as follows:

Time and one-half an employee's straight-time hourly rate shall be paid for all hours worked in excess of 7-1/2 hours in anyone day, Monday to Friday inclusive **subject to articles 11.1 and 11.6.**

13. Amend clause 11.6 as follows:

Time and one-half an employee's straight-time hourly rate shall be paid for all hours worked on Saturday, Sunday or a Statutory Holiday. Payments under this paragraph are premiums for working on Saturday, Sunday, or **the** Statutory Holiday, as the case may be, and if an employee works on either day and such work is part of their regular shift on the preceding or subsequent day (e.g. part of the regular Friday shift which ends on the Saturday), the employee will not be paid any premium under this paragraph.

**Notwithstanding the foregoing, management is entitled to reassign staff to a weekend shift where premium rates do not apply for the following three (3) shows/events during a calendar year: One of a Kind Show & Sale (Fall), One of a Kind Show & Sale (Spring) and National Home Show.**

14. Amend Article 12 – SHIFT PREMIUMS clause 12.1 as follows:

A shift premium of \$1.00 per hour shall be paid for all hours worked after **6:00 p.m.** ~~4:00 p.m.~~ and before **6:00 a.m.** ~~7:00 a.m.~~ This premium shall be paid for actual hours worked and no overtime or premium shall be calculated thereon. Shift premiums shall not be paid in addition to overtime rates.

15. Delete clause 13.5 - VACATION PAY AND STATUTORY HOLIDAYS:

~~For the duration of this renewal ONLY, Management has agreed to provide one paid day off (PDO) as per Attachment #1 appended to this Collective Agreement.~~

16. Amend Article 16 – FRINGE BENEFITS as follows:

16.1 HEALTH & WELFARE

The Employer shall contribute to the Carpenters Local 27 Welfare Trust Fund as follows for each ~~hour's pay earned~~ **hour worked** by each employee:

Effective January 1, 2012~~6~~ - \$2.35.

Effective January 1<sup>st</sup> 2012~~6~~, the Employer shall deduct from each employee's wages \$0.50 per hour **worked** and remit to the Carpenters Local 27 Welfare Trust Fund.

16.2 PENSION

The Employer shall contribute to the Carpenters Local 27 Welfare Trust Fund as follows for each ~~hour's pay earned~~ **hour worked** by each employee:

Effective January 1<sup>st</sup> 2013 - \$6.25 — Journeypersons and \$6.28 Forepersons

Effective January 1<sup>st</sup> 2015 - \$6.96 — Journeypersons and \$7.06 Forepersons

Effective January 1<sup>st</sup> 2012~~6~~, the Employer shall deduct from each employee's wages seventy cents (\$0.76) per hour ~~earned~~ **worked** and remit to the Carpenters Local 27 Pension Plan.

16.3 TRAINING TRUST FUND

Effective January 1, 2012~~6~~, the Employer shall contribute to the Carpenters Local 27 Training Trust Fund \$0.20 for each ~~hour's pay earned~~ **hour worked** by each employee:

17. Delete Attachment #1 – Terms and Conditions For: Paid Day Off (PDO)

18. Amend Article 25 – DURATION to reflect a three (3) year term.

19. Memorandum Item

Wage increases as follows:

January 1, 2016	1.25%
January 1, 2017	1.25%
January 1, 2018	1.25%

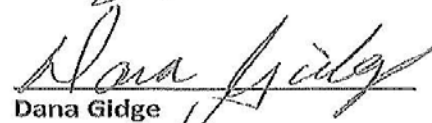


DATED at TORONTO, this 31 day of August 2016.

For the Union

  
Paul Daly


  
Kevin Harrigan

  
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For the Employer

  
Mark Goss

  
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