



Exhibition Place

10

September 11, 2016

To: Board of Governors of Exhibition Place

ACTION REQUIRED

From: Dianne Young
Chief Executive Officer

Subject: **Proposed Collective Agreement with
Labourers' International Union of North America Local 506**

Summary:

This report outlines the terms of a Memorandum of Agreement attached as Appendix "A" that has been ratified by the Labourers' International Union of North America (Local 506) at its meeting on August 17, 2016 and, pending Board approval, would be the basis of a renewed Collective Agreement (CA) with the Board.

Recommendation:

It is recommended that the Board approve the Collective Agreement for Local 506 commencing on April 1, 2016 and expiring on March 31, 2018, on the terms and conditions set out in this report and Appendix "A" to this report.

Financial Impact:

Based on the number of hours worked in 2015, a 1.25% wage increase, effective April 1, 2016, and 1.25% in 2017, represents an estimated additional cost of \$12,665 for Labour services in year one and \$12,813 increase in year two. The estimated additional cost for Housekeeping services is \$41,020 in year one and \$41,533 in year two.

Approximately 76% of the labour costs, and 84% of the housekeeping costs, are covered by third-party billings to events as required; therefore the total estimated combined expenditures to the Board is \$9,603 which is provided for in the current year operating budget and is also 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 July 5, 2013 the Board approved an agreement with Labourers' International Union of North America Local 506 for a three-year period, wherein the term of the agreement expired on March 31, 2016.

[http://www.explace.on.ca/database/rte/files/Item%2022-Labour%20Agreement\(1\).pdf](http://www.explace.on.ca/database/rte/files/Item%2022-Labour%20Agreement(1).pdf)

Issue Background:

The previous Collective Agreement between the Board and Local 506 expired on March 31, 2016. Notice to bargain from Local 506 was received on February 25, 2016 and negotiations commenced April 26, 2016 led by the City of Toronto Labour Relations Division and supported by Exhibition Place management staff.

Comments:

The City to Toronto Labour Relations team worked intensely with Exhibition Place management in the development of a strategy that would assist in seeking opportunities for business development through negotiations of collective agreements at Exhibition Place. The details of the negotiated Memorandum of Agreement are attached as Appendix "A" to this report. Most notable is the amendment to the accrual of required hours for Placement on Seniority List. The completion of 600 hours in a contract year has been amended to 900 hours which will allow the Housekeeping area to retain and maintain a smaller casual housekeeping workforce. This affords greater efficiency in hiring, training, and flexibility in scheduling of our workforce, ultimately improving the consistency of service delivery to our shows.

Other amendments to the existing CA are listed below and are in keeping with our strategic objective:

- Two year term commencing April 1, 2016 and expiring on March 31, 2018;
- Annual wage increases for all bargaining unit employees as follows: 1.25% (Effective April 1, 2016); 1.25% (2017); and
- Updating management functions with procedures relating to Personnel Files, Regular, Weekend, and Holiday Layoff Procedures, Loss of Seniority, Grievance and Arbitration Procedures, and Disciplinary Notifications.

Contact

Arlene Campbell, General Manager
Sales & Event Management Department
Tel: (416) 263-3030
Fax: (416) 263-3019
Email: acampbell@explace.on.ca

Ron Mills, Director of
Facility Services
Tel: (416) 263-3044
Fax: (416) 263-3680
Email: rmills@explace.on.ca

Appendix "A"

MEMORANDUM OF AGREEMENT**BETWEEN:****THE BOARD OF GOVERNORS OF EXHIBITION PLACE****(hereinafter called the "Employer")****-and-****LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA – LOCAL 506****(hereinafter called the "Union")**

WHEREAS the Employer and the Union are bound to a Collective Agreement effective from April 1, 2013 to March 31, 2016.

AND WHEREAS the parties desire to enter into a new Collective Agreement effective from April 1, 2016 to March 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 April 1, 2016 to March 31, 2018 containing all of the terms and conditions contained in the above referenced Collective Agreement which expired on March 31, 2016 with the following amendments:

- (1) Amend Duration of Agreement to April 1, 2016 to March 31, 2018.
- (2) Amend Article 4.03 Management Functions as follows:

There shall be one official ~~personal personnel~~ file maintained by the employee's Division and ~~this file shall be maintained in the Human Resources Department~~. An employee's ~~personal personnel~~ file shall be available and open to the employee for their inspection at any reasonable time during regular office hours and a representative of the Union may accompany them if they so desire.

(3) Replace Article 7.04 Probationary Period and Seniority as follows:

(a) Regular Layoff

In the event of a lay-off the Employer will endeavour to give as much advance notice of layoff as possible but in no case shall it be less than one (1) hour advance notice or one (1) hour's pay in lieu of notice. If the employer is unable to schedule a laid off employee within ~~72hrs~~ 48 hours, of their lay off **Saturday to Thursday**, then they are free to seek work elsewhere.

(b) Weekend Layoff

A labourer who is scheduled on a Friday between 12:01 AM and 11:59 PM shall return for a shift on the following Monday, if scheduled.

(c) Holiday Layoff

In the event of a holiday identified under Article 13, employees scheduled on a **Thursday** or a **Friday**, shall return for a shift the following Monday or Tuesday if scheduled.

(d) Employees who are laid-off will retain their full seniority for a period of twelve (12) months from date of lay-off.

(4) Amend Article 8.01 Loss of Seniority as follows:

An employee shall lose their seniority rights and employment with the Employer if they:

- (a) ~~voluntary~~ quit the employ of the Employer;
- (b) are discharged and not reinstated through the Grievance Procedure;
- (c) are laid-off and not recalled within the period provided for in Article 7;
- (d) fail to return to work except as provided for in 7.07, after they have been notified by the Employer, within three (3) days after notification and if the notification is by mail it must be registered; it is the responsibility of the employee to notify the Employer in writing of any change of address within **seven (7) days** of any change;

- (5) Amend Article 17.01 Grievance and Arbitration Procedure as follows:

Any dispute, difference, controversy or grievance affecting or arising out of the interpretation or administration of this Agreement shall be ~~adjusted-resolved~~, if possible, by negotiations between specially appointed Representatives of the Employer and Trade Union. A meeting to discuss any such dispute or grievance shall be called within five (5) days after the circumstances giving rise to the dispute or grievance. **A written reply will be issued within five (5) working days of the grievance meeting when practicable.**

Amend referrals to arbitration so referral is to a single arbitrator with the option of referring to a Board.

- (6) Amend Article 26 Welfare as follows:

Delete effective dates

- (7) Amend Article 27 Pension as follows:

Delete effective dates

- (8) Delete Article 32 Disciplinary Notations

- (9) Append letter dated October 29, 2009 signed by the parties regarding stadium to Appendix A6

- (10) Amend Appendix B5c) Placement on Seniority List as follows:

Following the completion of ~~600~~ **900** hours in a contract year, persons who are qualified to do Group 3 or above work would be put on the seniority list with accrual of required hours. Those whose skills do not exceed Group 4 work be put on the seniority list with the accrual of the required hours. Group 4 Cleaners on the Seniority list will receive the benefit package. Group 3 Cleaners on the Seniority list will not be put back into Group 4.

- (11) Amend Letter of Intent #5 as follows:

Letter of Intent #3 does not apply to leases between the Employer and lessees in respect of the following events:

- (a) ~~Molson Honda~~ Indy
- (b) Canadian National Exhibition
- (c) ~~Caribbean Festival Carabana~~
- (d) CHIN Picnic
- (e) ~~Quarterama (Toronto International Horse Show)~~
- (f) R.A.W.F.

- (g) Charity Events
- (h) Non-Profit Events
- (i) ~~Canadian Kennel Association~~ Community and Cultural Events

In circumstances where Exhibition Place is at risk of losing a community or cultural event, then Exhibition Place and Local 506 will meet to discuss possible modifications that would enable Exhibition Place to secure the business to the mutual benefit of both parties.

However, any work performed for these events by the Employer that is within the jurisdiction of the Union, shall continue to be performed by the Union's members under this Collective Agreement. The Employer will make every effort to get this work.

(12) Add a Table of Contents

(13) Wage Increases as follows:

Effective April 1, 2016	1.25%
Effective April 1, 2017	1.25%

(14) Memorandum Item

The Employer agrees to post two new seniority positions within one month of the ratification of this collective agreement. Thereafter, the Employer agrees that it shall maintain a seniority list of 53 positions throughout the life of this collective agreement through the normal job posting process and in accordance with Appendix B5c).

(15) Memorandum Item

Disciplinary Notations

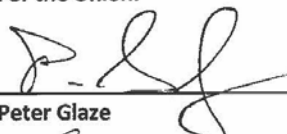
The Employer and Local 506 agree to delete Article 32.01 – Disciplinary Notations of the collective agreement.

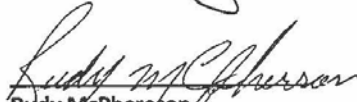
It is agreed by the parties that any employee who received discipline during the term of the last collective agreement (April 1, 2013 to March 31, 2016) and up to and including the date of ratification shall continue to be subject to the three year sunset clause. If at the end of the three year sunset clause the employee has no further discipline they will have a clean disciplinary record.

This MOA does not form part of the collective agreement.

DATED at TORONTO, this 10th day of August 2016.

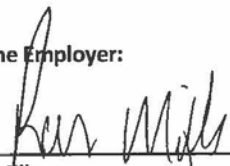
For the Union:


Peter Glaze

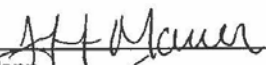

Rudy McPherson



Nemesio Rodrigues

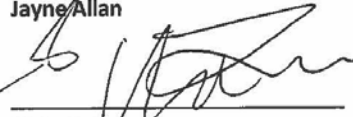
For the Employer:


Ron Mills


Craig Shepherd


Jeff Mann


Jayne Allan


Victoria Lee