



# Exhibition Place

14

October 31, 2016

To: The Board of Governors of Exhibition Place

**ACTION REQUIRED**

From: Dianne Young, Chief Executive Officer

Subject: **Proposed Collective Agreement with The International Brotherhood of Electrical Workers, Local 353**

## Summary:

This report outlines the terms of a Memorandum of Agreement attached as Appendix “A” that has been executed by the International Brotherhood of Electrical Workers, Local 353 and ratified by the union on Monday October 31, 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 353 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 a two-year (2014 – 2015) average of 7,350 non ICI hours worked, the impact to our operating budget in respect of base wage changes for the next three (3) years will be \$3,486 – 2016; \$3,528 – 2017 and \$3,572 – 2018 which accounts for approximately a 1.25% increase annually. 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 July 5, 2013, the Board approved an agreement with IBEW 353 for a four-year period, which term expired on December 31, 2015.

[http://www.explace.on.ca/database/rte/files/Item%2016-ElecUnion\(1\).pdf](http://www.explace.on.ca/database/rte/files/Item%2016-ElecUnion(1).pdf)

## Issue Background:

The previous Collective Agreement between the Board and Local 353 expired on December 31, 2015. Notice to bargain from Local 353 was received on November 2<sup>nd</sup>, 2015 and negotiations commenced May 4th, 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 base wage 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 5:00pm without shift premium
- d) Hiring: Letter of Understanding in place allowing the employer, to be dispatched from IBEW local 353, workers to perform maintenance and/or ICI work.
- e) Updating Dispute Resolution Language: Language changes were made to the grievance and policy grievances and arbitrations mechanisms to clarify responsibilities;
- f) Updating Administrative Policies: Updated several administrative procedures relating to Record of Employments and direct deposit of pay.

Contact

Mark Goss, General Manager, Operations

Telephone: 416 263-3660

Fax: 416 263-3690

E-mail: MGoss@explace.on.ca

## Appendix "A"

## MEMORANDUM OF SETTLEMENT

## BETWEEN:

THE BOARD OF GOVERNORS OF EXHIBITION PLACE

(hereinafter called the "Employer")

-and-

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 353

(hereinafter called the "Union")

**WHEREAS** the Employer and the Union are bound to a Collective Agreement effective from January 1, 2013 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 2 - Scope and Recognition clause 2.01 as follows:

The Employer recognizes the Union as the exclusive bargaining agent for all electricians and electrician's apprentices in the employ of The Board of Governors of Exhibition Place in the City of Toronto, save and except ~~the Electrical Section Head Coordinator and persons above, and or~~ persons covered by any subsisting collective agreement to which the Employer is a party.

(3) Amend Article 4 – Union Security clause 4.07 as follows:

In the event the Employer closes its Electrical Section of the Operations Divisions Maintenance Department, it shall provide ~~420~~ 90 calendar days written notice to the Union so as to allow the Union to make any representations it wishes to the Employer.

Any such representations shall be made promptly and in any event within ~~90~~ 30 calendar days of giving of such notice.

- (4) Amend Article 7 - Grievance Procedure clause 7.01 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 and Union Representative within ~~ten (10)~~ five (5) working days following the circumstances giving rise to the complaint. If such complaint is not resolved to the satisfaction of the employee, they 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.

Amend clause 7.03 as follows:

Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedures within the time specified shall be deemed to have been ~~dropped~~ withdrawn. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union.

- (5) Amend Article 8 - Arbitration  
Delete the existing 8.01 and replace it with the following:

8.01 If ~~after either~~ the party with the grievance is not satisfied with the step 2 response, ~~either party can refer~~ the grievance may be referred to arbitration within ~~ten (10)~~ working days of the step 2 reply.

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, either party shall request the Minister of Labour for Ontario, forthwith and in writing, to appoint an arbitrator.

Delete existing 8.02 and replace it with the following:

8.02 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, either party shall request the Minister of Labour for Ontario, forthwith and in writing, to appoint a Chairperson and a copy of such request shall be forwarded concurrently to the other nominee to the Board.

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

Delete existing 8.03

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

Renumber clause 8.03 to 8.04 and amend as follows:

8.034 ~~The Board of arbitrator or Board of Arbitration 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.~~

Delete existing 8.06

8.06 ~~Where both parties hereto agree, a grievance may be heard by a sole arbitrator and the other provisions of this Article shall apply fully with necessary modifications.~~

(6) Amend Article 9 – Seniority

Amend clause 9.07 as follows:

Seniority, once established for an employee, shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

- a) If the employee voluntarily quits;
- b) If the employee retires;
- c) If the employee is discharged for any cause and not reinstated through the grievance procedures;
- d) If the employee fails to report for duty after a lay off or leave of absence in accordance with this Agreement;



- e) If the employee is laid off for a period equal to their seniority or twelve months, whichever is shorter;
- f) If the employee is absent from work for more than three scheduled working days without notifying the Employer and without a reasonable excuse acceptable to the Employer;
- g) If the employee is absent from work due to illness or injury for more than eighteen (18) months or a period equal to their seniority, whichever is shorter;

Delete clause 9.10:

~~Employees promoted to supervisory positions not covered by this Agreement will retain their seniority after promotion and if transferred back into the bargaining unit the time served in such position shall be included in their seniority standing.~~

- (7) Amend Article 10 – Hours of Work clause 10.01 as follows:

The regular workweek shall consist of 37-1/2 hours worked in five days, Monday to Friday inclusive. The regular workday shall consist of 7-1/2 hours per day between the hours of ~~7:00~~ **6:00** a.m. and 5:00 ~~6:00~~ p.m. The Employer shall provide ~~one week's~~ **twenty-four (24) hours'** notice of a change in shift hours. However the hours may be moved to **6:00** ~~7:00~~ a.m. under special circumstances or due to operational need, ~~without the one weeks notice.~~ In such special circumstances, or when there is such operational need to change shift hours, the employee and Steward will be given reasonable notice that respects the hours free from work required in accordance with the Employment Standards Act 2000, S.O. 2000, as amended.

- (8) Amend Article 14 – Call In Pay clause 14.01 as follows:

If any employee is called into work after having left the Employer's premises and after completion of their regularly scheduled shift, they shall receive a minimum of ~~five (5)~~ **four (4)** hours' pay at their straight-time hourly rate. This provision shall not be applicable to overtime hours worked in conjunction with an employee's regularly scheduled shift and there shall be no duplication of this premium and any other premium provided for in this Agreement.

- (9) Amend Article 23 Disciplinary Record by adding 23.02 as follows:

Where an employee has not received a disciplinary notation for a period of twenty-four **(24) months**, any disciplinary notation(s) recorded on the employee's personal file shall be null and void. If the employee requests the removal of a disciplinary notation after the **twenty-four (24) month** period, it shall be removed from the employee's personal file.

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

(11) Letter of Understanding – New Hires

The parties agree that the employer may hire workers dispatched from IBEW Local 353 to supplement the existing workforce to perform maintenance and/or ICI work as may be required from time to time. Once the employee accumulates three hundred hours worked (any combination of maintenance and/or ICI work) within a calendar year, the employee will be placed on "Schedule A" to the Letter of Understanding – Maintenance Crossover.

(12) **ADD NEW Letter of Understanding Layoff and Vacation Selection**

The parties agree that the date of hire shall govern for purposes of Layoff and Vacation selection for the following individuals:

1. Larry Kinmond
2. Stephen Juby
3. Scott Moir
4. John Brumen
5. Mickey Atkinson
6. Steve Jeethan
7. Alex Rulff
8. Adam Brown
9. Richard Balthazaar
10. Chris Dean
11. Eric Hildebrandt

(13) 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 7th day of October 2016.

For the Union

  
Chris Paul

  
Alex Rulff

  
Steve Martin

For the Employer

  
Mark Goss

  
Frank Martindale

  
Jayne Allan

