



Exhibition Place

November 13, 2013

ACTION REQUIRED

To: The Board of Governors of Exhibition Place

From: Dianne Young
Chief Executive Officer

Subject: **Canadian Union of Public Employees
Local 2840 (Parking) – Union Agreement**

Summary:

This report outlines the terms of a Memorandum of Settlement negotiated with the Canadian Union of Public Employees Local 2840 (CUPE Local 2840) at a meeting of the parties held on November 7, 2013 that, pending Board approval, would be the basis of a renewed three (3) year agreement with the Board. These terms, which are set out in detail in the attached Memorandum of Settlement have been ratified by the CUPE Local 2840 bargaining members on November 12, 2013. The total wage package agreed to would see increases of 1% for 2013; an additional 1.5% for 2014; and an additional 2% for 2015. Additionally, Health and Welfare payments made to Regular employees would increase to \$2.90 per hour in 2013 (10 cent increase); \$2.97 in 2014; and \$3.02 in 2015.

Recommendations:

It is recommended that the Board approve the Collective Agreement for CUPE Local 2840 commencing on January 1, 2013 and expiring on December 31, 2015, on the terms and conditions set out in the attached Memorandum of Settlement, and such other terms and conditions agreed to by the Chief Executive Officer and the City Solicitor.

Financial Impact:

Based on the previous year's (2012) average number of hours worked, the 1% wage increase, and the \$0.10 per hour increase in Health and Welfare payments to qualifying employees, represents an additional cost of \$6,409 in 2013, which is within the budget planning of the Parking Department. Enhanced language negotiated will produce additional cost savings in future years.

Decision History:

The Exhibition Place 2009 – 2012 Strategic Plan had a Financial Goal *To maintain a positive operating financial performance across Exhibition Place* and as a Strategy to support this Goal we will *seek efficiencies across the organization to increase revenues and decrease costs*.

At its meeting of July 10, 2009, the Board approved an agreement with CUPE Local 2840 for a four-year period, which term expired on December 31, 2012.

Issue Background:

Exhibition Place retains the services of the City of Toronto Human Resources Employee & Labour Relations for all matters related to its collective agreements. Ms. Jayne Allan, Manager Employee & Labour Relations, was appointed to lead the CUPE Local 2840 collective bargaining negotiations on behalf of Exhibition Place and negotiations have been ongoing since April 2013.

Comments:

Notice to Bargain was received on January 23, 2013, and Notice of Appointment of Conciliation Officer was issued on July 4, 2013. The parties met with the Conciliation Officer on August 22, 2013 and reached agreement on a proposed Memorandum of Settlement, which was rejected by bargaining unit members on October 1, 2013. The parties met again with the Conciliation Officer on November 7, 2013 and reached agreement on a proposed Memorandum of Settlement which terms are set out in Attachment I, and which meet the Strategy to seek efficiencies across the organization to increase revenues and decrease costs.

Contacts:

Gabe Mullan, Director/Security & Parking Services

Telephone: 416-263-3564

Fax: 416-263-3641

E-mail: GMullan@explace.on.ca

Arlene Campbell/GM/Sales & Events Management

Telephone: 416-263-3030

Fax: 416-263-3619

E-mail: acampbell@explace.on.ca

Submitted by:

Dianne Young
Chief Executive Officer

Attachment 1 – Memorandum of Settlement

Attachment 2 - Letter of Agreement - Paid Lunch Breaks

Attachment 3 – Letter of Agreement – Pan Am Games

MEMORANDUM OF SETTLEMENT

BETWEEN:

THE BOARD OF GOVERNORS OF EXHIBITION PLACE

("THE EMPLOYER")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2840**

("THE UNION")

Collectively Referred to as "The Parties"

1. The Parties agree to the terms of this Memorandum and the attached agreed-to items as consisting full settlement of all matters in dispute. This Settlement is subject to ratification by the principals of the respective parties.
2. The undersigned representatives of the Parties agree to recommend complete acceptance of all the terms of this Memorandum and the attached agreed-to items to their respective principals for ratification.
3. The Parties agree that the term of the Collective Agreement shall be from January 1, 2013 to December 31, 2015.
4. The terms and conditions of the attached agreed-to items shall become effective at the beginning of the first pay period following ratification by the parties unless otherwise stated.
5. The Parties agree that the said Collective Agreement shall include the terms of the previous Collective Agreement which expired on December 31, 2012, as amended by the attached agreed-to items.

WAGES AND COLLECTIVE AGREEMENT DURATION

The Parties agree to a three (3) year term with wage increases as follows:

**January 1, 2013 - 1% Increase to Wages
January 1, 2014 – 1.5% Increase to Wages
January 1, 2015 – 2% Increase to Wages**

For the purpose of clarification, all employees who have left the employ of Exhibition Place between January 1, 2013 and the date of ratification of this Agreement, shall be eligible for retroactive base wage increases on the basis of 2013 earnings subject to statutory deductions, provided that the retroactive wage increase due to an employee is not less than ten (10) dollars.

The Parties agree to amend Schedule A – "Parking Department Job Classification and Rates of Pay" to reflect these changes.

Dated at Toronto this 7TH day of NOV. 2013

For the Union:

Ray Luss
Claudio Compagna
Chad H. Monardo

For the Employer:

[Signature]
[Signature]
[Signature]

ARTICLE 5 – REPRESENTATION

AMEND Clause 5.04 as follows:

- 5.04 A Union Representative may attend any meeting with the Employer **in respect of this collective agreement**, if required by the Union. Union Representatives will not enter the premises of the Employer without obtaining the prior consent of the Employer. Such permission shall not be unreasonably withheld.

ARTICLE 6 – CHECK-OFF OF UNION DUES

DELETE AND REPLACE Clause 6.01 as follows:

- 6.01 (a) Deductions shall be made from the weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names and **addresses on file** of all employees from whose wages deductions have been made. A copy of this list shall also be forwarded to the Secretary of the Local Union.
- 6.01 (b) The Union undertakes to hold harmless and agrees to indemnify the Employer and successors, administrators and assigns against any liability incurred by each or all of them arising out of the deduction arrangements herein set out.

ARTICLE 8 – GRIEVANCE PROCEDURE

ADD NEW CLAUSE 8.05 as follows:

8.05 Mediation

Once Local 2840 has processed a grievance to arbitration, both parties may agree to use the services of a mutually agreeable Mediator to assist in resolving the grievance. The grievor will attend the mediation meeting at the request of Local 2840. The parties will jointly, in equal shares, bear the expenses of the Mediator. Any resolution reached by the parties through mediation shall be binding upon the parties and the grievor, but shall be without precedent or prejudice. In the event that no resolution is reached, the grievance may proceed to arbitration.

ARTICLE 10 – ARBITRATION

DELETE AND REPLACE clauses 10.01, 10.02, 10.03, 10.04, 10.05, 10.06 and ADD NEW CLAUSE 10.07 as follows:

- 10.01 Where a difference arises between the Employer and the Union relating to the interpretation, application or administration of this Agreement, including any question

as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notice must be given in writing to the other party within twenty one (21) calendar days after the written decision is rendered at Step 3 of the Grievance Procedure and shall contain the names of three (3) suggestions of arbitrators. The recipient of the notice shall within seven (7) calendar days inform the other party whether any of the three (3) proposed arbitrators are satisfactory and, if not, will suggest three (3) other names. The party desiring arbitration will then contact the other party if necessary to resolve the choice of arbitrator.

- 10.02 If the parties fail to agree upon an arbitrator within twenty-one (21) calendar days, either party may apply to the Ministry of Labour for Ontario to appoint an arbitrator.
- 10.03 The Arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it. The Arbitrator shall not have any authority to alter or amend in any way the provisions of this Agreement; to substitute any new provisions in lieu thereof; to give any decision inconsistent with, contrary to, the terms and conditions of this Agreement; or in any way modify, add to, or delete from any provision of this agreement.
- 10.04 The parties may mutually agree to have the sole arbitrator act as a mediator so as to resolve any matter in a timely and cost effective manner.
- 10.05 Failing a resolve through mediation, the parties will proceed to a regular arbitration process.
- 10.06 The cost and expenses of the Arbitrator shall be borne equally by the parties. Either party may be represented by counsel at their own expense.
- 10.07 No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure and within the time limits specified.

ARTICLE 12 – HOURS OF WORK, OVERTIME AND SCHEDULING

AMEND Clause 12.02 as follows:

12.02 The employer shall endeavour to maintain the following objectives in the formation of work schedules. However it is expressly understood that it may not always be possible to maintain these objectives.

- (a) The employer shall normally post work schedules for periods of **one three** workweeks, by the Wednesday **(at 4:30pm)** preceding the effective date of the schedule. It may be necessary to revise work schedules once posted as a result of a cancellation, or interruption **addition or reduction** to shows or functions. ~~In cases where an individual show extends for a period beyond the "scheduled" workweek, the additional workdays for that show shall be posted on a separate schedule at the same time as the weekly schedule.~~
- (b) Employees shall be scheduled by seniority within their job classification. Employees shall be scheduled for work up to eight and one-half hours per day and forty two and a half hours per each scheduled period of one work week commencing with regular employees with subsequent consideration to casual employees, **subject to 14.02 and 15.05**. Article 17 regarding temporary transfers then applies. Within the CSR classification, probationary / new employees would be considered after all casuals had been scheduled. Days off will be according to schedule requirements.
- (c) ~~When the posted schedule has not been filled due to illness or absenteeism and the employer receives twenty-four hours notice of an absence, the employer shall~~ **may** call in other employees not on the schedule for that day to fill that vacancy from a list of employees who may be willing to work on short notice. Selection from the list shall be by ~~rotations~~**seniority**. This list is to be updated quarterly **and copied to the Union**. ~~If twenty-four hours notice is not received it shall be Management's discretion whether the absence is covered or not.~~
- (d) Whenever possible, and subject to **submitted availability forms**, regular employees by classification and seniority will be scheduled for day shift work when both full day shift and evening work is available. ~~It is understood that the most senior qualified employee will be scheduled for the earliest possible day shift.~~ **It is understood and agreed that up to two (2) employees may be scheduled up to two (2) hours before a more senior qualified employee who would normally be scheduled for the earliest possible day shift.**

AMEND Clause 12.05 as follows:

12.05 Time and one-half an employee's straight time hourly rate shall be paid for all hours worked in excess of **8 ½ hours in a day and / or 42 ½ hours** per each posted scheduled period of one (1) work week. A workweek shall be defined as commencing on Sunday at 12:01 a.m. and ending on the following Saturday at midnight. **There will be no "pyramiding" of overtime hours in a holiday workweek. All hours worked on a holiday will be paid at time and one-half the hourly rate but will not be included for the purpose of calculation of overtime pay for the same workweek.**

AMEND Clause 12.07 as follows:

12.07 Employees requesting time off shall notify the employer in writing, at least **four six days prior to the posting of the weekly work schedule.** Permission shall not be unreasonably ~~withheld~~ **denied.**

DELETE Clause 12.10

~~12.10 Overtime will be paid for hours worked in excess of 8 1/2 hours in a day and / or 42 1/2 in a week. There will be no 'pyramiding' of overtime hours in a holiday workweek. All hours worked on a holiday will be paid at time and one-half the hourly rate but will not be included for the purpose of calculation overtime pay for the same workweek.~~

ARTICLE 14 – DEFINITIONS

AMEND clause 14.01 as follows:

14.01 A ~~first time~~ "Probationary Employee" shall be defined as an employee with less than 520 hours worked for the employer in the preceding two calendar years.

AMEND clause 14.02 as follows:

- 14.02 (a) ~~A "Casual Employee" shall be defined as a non-probationary employee who has completed a total of 520 hours but not more than 950 hours worked for the employer in the preceding calendar year~~ **an employee who has met the requirements of clause 14.01 and completed no more than 1000 hours worked for the employer in the preceding calendar year.** ~~If a Casual Employee fails to achieve 520 hours in a calendar year they will revert to Probationary status. To re-attain Casual status they must achieve 520 hours in one calendar year.~~
- (b) **To maintain their seniority for scheduling purposes a casual employee must have completed 520 hours in the preceding calendar year. A casual employee who does not maintain their seniority for scheduling purposes**

will be scheduled ahead of Probationary employees in accordance with clause 12.02(b)

AMEND Clause 14.03 (a) and ADD NEW CLAUSE 14.03(b) as follows:

- 14.03 (a) A "Regular Employee" shall be defined as an ~~non-probationary~~ employee who has ~~completed a total of 950 hours worked for the employer in the preceding calendar year.~~ **employee who has met the requirements of clause 14.01 and completed a total of 1000 hours or more worked for the employer in the preceding calendar year.** Subject to **clause 15.04**, a Regular Employee shall remain as a Regular Employee providing the employee has completed a total of ~~520~~ **700** hours worked in the preceding calendar year. ~~Failure to achieve 520 hours will result in the employee reverting to Probationary status and the Casual / Regular rules as above will apply.~~
- (b) An employee who loses their "Regular" designation will be placed on the "Casual" list in accordance with their seniority.

AMEND clause 14.04 as follows:

- 14.04 "Working day" shall be defined as consisting of eight and one-half (8 ½) straight time hours worked.

ARTICLE 15 – SENIORITY

DELETE AND REPLACE clause 15.01 as follows:

- 15.01 Probationary employees shall have no seniority rights. Probationary employees shall be considered as being employed on a trial evaluation basis and may be discharged for performance related issues at the discretion of management. This discharge of a Probationary Employee shall not be the subject of a grievance and/or arbitration pursuant to the provisions of this Agreement.

AMEND clause 15.02 as follows:

- 15.02 Seniority is defined as the length of service with the employer in the Parking Department and shall be accrued on the basis of the number of working hours worked for the employer and shall be exercised within the employee's **regular** job classification. This shall include those hours paid although not worked as a result of an employee qualifying for and receiving payment for a paid holiday(s), or for the period an employee receives lost time disability payments through the Workplace Safety & Insurance Act.

AMENDS clause 15.05 as follows:

15.05 If an employee declines 3 work opportunities in any one-month **three** week posted schedule **and without forty-eight (48) hours notice** within their availability schedule **stated availability** they will drop to Probationary status as of the first of the following month. **be considered for scheduling only after all regular and casual employees have been scheduled.** Re-qualifying rules will then apply.

ARTICLE 17 - TRANSFERS

AMEND clause 17.01 as follows:

17.01 **When** Employees will be transferred to a higher classification based on being qualified and senior.

ARTICLE 25 – PAID HOLIDAYS & VACATION PAY

AMEND clause 25.02 as follows:

- 25.02 (a) Vacation pay shall be paid quarterly **weekly**. **Vacation pay** shall be equal to six **(6)** percent of gross wages earned by regular and casual employees. Vacation pay for **Casual and** Probationary employees **shall be equal to four (4) percent of gross wages.**
- (b) **Casual employees receiving six (6) percent of gross wages as of [insert date of ratification] shall continue to receive six (6) percent of gross wages for as long as they shall remain Casual employees.**

ARTICLE 27 – PAY DAYS

ADD NEW CLAUSE 27.04 as follows:

27.04 All employees shall as a condition of their employment participate in payroll direct deposit.

ARTICLE 31 – JOB CLASSIFICATION AND RATES OF PAY

AMEND Schedule "A" – Parking Department Job Classification and Rates of Pay by applying wage increases.

ARTICLE 32 – HEALTH AND WELFARE

AMEND Clause 31.01, as follows:

32.01 The employer agrees to pay the following amounts on an hourly basis for each hour worked to regular employees, those having attained Regular status as defined in Articles 14 and 15:

Effective January 1, 2013 \$2.90 per hour worked

Effective January 1, 2014 \$2.97 per hour worked

Effective January 1, 2015 \$3.02 per hour worked

LETTER OF AGREEMENT – 2013 GRANDFATHERING OF HEALTH AND WELFARE

The Parties agree that any Regular employee who is in receipt of the Health and Welfare amount as of [insert date of ratification] shall be grandfathered to receive the Health and Welfare amount for 2013, as negotiated, until no later than December 31, 2013, unless he/she re-qualifies pursuant to the Collective Agreement. For clarity, the Parties agree that any such employee shall continue to be subject to Article 12, Article 14 and Article 15 for scheduling purposes or otherwise.

LETTER OF AGREEMENT – BENEFIT PLAN

The parties agree to meet during the term of this collective agreement with an Employer representative of Benefits, to discuss the feasibility of creating a benefit plan for the membership of this bargaining unit.

ARTICLE 35 – TERMS OF AGREEMENT

AMEND Clause 35.01 as follows:

35.01 This Agreement shall be effective January 1, ~~2009~~ 2013 and end on December 31, ~~2012~~ 2015 and shall continue year to year thereafter unless either party gives notice in writing to the other not less than thirty days nor more than ninety days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

LETTER OF AGREEMENT

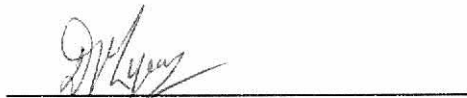
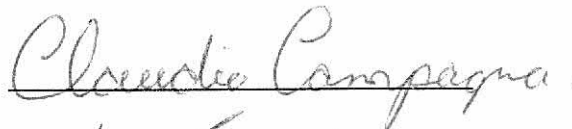
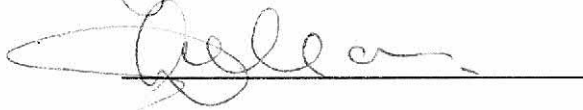
PAID LUNCH BREAKS

The Employer and CUPE Local 2840 agree that upon the ratification of the Collective Agreement that is to be effective January 1, 2013 to December 31, 2015, subject to the arrangement being mutually beneficial to all parties and being in accordance with applicable laws, clause 12.08 of the Collective Agreement shall be applied so that no formal scheduled lunch break will take place during the regular work day. A lunch break will be taken only when operational requirements permit. Employees shall not be permitted to leave the premises when taking a lunch break. In exchange, it is agreed that all employees covered by the Collective Agreement who are scheduled for five (5) or more hours will be paid for the lunch period.

Both parties reserve a right to end the practice noted above by providing thirty (30) days written notice to the other party.

This agreement shall expire on December 30, 2015 and shall only be renewed thereafter upon the mutual agreement of the parties.

Signed and dated in Toronto this 7TH day of NOV, 2013.



For the Employer

For CUPE Local 2840

LETTER OF AGREEMENT

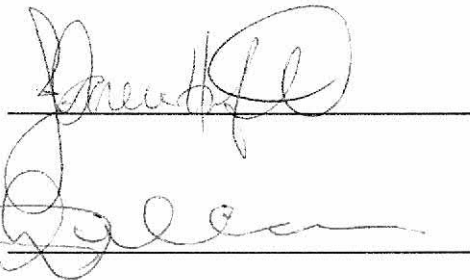
2015 PAN AM GAMES

The Employer and CUPE Local 2840 agree that there is a mutual interest in ensuring that staff members are not adversely affected as a result of the 2015 Pan Am Games being hosted at Exhibition Place. To that end, the parties agree to establish a schedule of meetings to discuss implications for staff.

The parties further agree to meet after the 2015 Pan Am Games with the intent of reviewing the impact the Games had on staff schedules to determine if any employee would not be able to maintain his or her Regular status as a direct result of the Games being hosted at Exhibition Place.

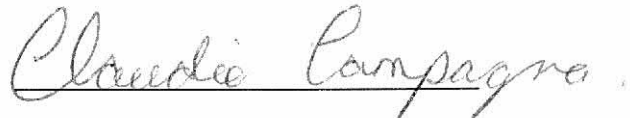
Where it has been determined that there has been an adverse impact on a staff member by not maintaining his or her required hours for Regular status, the parties will discuss an appropriate remedy.


Signed and dated in Toronto this 7th day of November, 2013.




For the Employer






For CUPE Local 2840