



Exhibition Place

Item No. 16

ACTION REQUIRED

June 19, 2013

To: Board of Governors of Exhibition Place

From: Dianne Young, Chief Executive Officer

Subject: **International Brotherhood of Electrical Workers Local 353 – Union Agreement**

Summary:

This report outlines the terms of a Memorandum of Agreement executed by the International Brotherhood of Electrical Workers Local 353 that, pending Board approval, would be the basis of a renewed Collective Agreement with the Board. The hourly wage agreed to would see increases of 1% for 2013; an additional 1% for 2014; an additional 1.25% on January 1st of 2015; and an additional 1.25 % on July 1st of 2015. Other particular changes to provisions are outlined in the report.

Recommendations:

It is recommended that the Board:

- 1) Approve the Collective Agreement for the International Brotherhood of Electrical Workers Local 353 commencing on January 1, 2013, and expiring on December 31, 2015, on the terms and conditions outlined in this report; and**
- 2) The confidential information contained in Confidential Attachment 1 to this report not be released publicly and remain confidential in its entirety in accordance with the provisions of the *City of Toronto Act, 2006* as it pertains to personal matters about identifiable individuals, including employees of the Board of Governors.**

Financial Impact:

Based on the 3 year (2013–2015) average of hours worked, the cost increase is projected to reflect an increase of approximately \$3,000 increase in 2013 costs and is contained in the 2013 Operating Budget for Exhibition Place.

Decision History:

The Exhibition Place 2009-2012 Strategic Plan had a Financial Goal to *effectively monitor costs and revenues* and as a Strategy to support this Goal we will *ensure operating budgets are met or show a positive surplus to budget*.

The previous Collective Agreement between the Board and the International Brotherhood of Electrical Workers Local 353 expired on December 31, 2012.

Issue Background:

The Collective Agreement with the International Brotherhood of Electrical Workers Local 353 expired on December 31, 2012 and the parties have been in negotiation since early in 2013.

Comments:

As the Board is aware, Exhibition Place retains the services of the City of Toronto Human Resources Employee and Labour Relations for all matters related to its collective agreements. Mr. Joshua Doreen-Harfield, Senior HR Employee & Labour Relations Consultant was appointed to lead the IBEW Local 353 collective bargaining negotiations on behalf of Exhibition Place and has prepared the terms for the Memorandum of Agreement. This agreement, now ratified by the IBEW members, will become the working document for the period 2013 to 2015.

The negotiated Memorandum of Agreement provides for:

- 1) Amend Duration of Agreement from January 1, 2013 to December 31, 2015.
- 2) The following increases shall apply to all bargaining unit employees employed by the Employer on the date of ratification:
 - i. Effective January 1, 2013 – a monetary increase \$0.243, the distribution to wages, pension, health and welfare to be determined by the Union and an additional \$0.115 to benefits;
 - ii. Effective January 1, 2014 – a monetary increase \$0.245, the distribution to wages, pension, health and welfare to be determined by the Union and an additional \$0.116 to benefits;
 - iii. Effective January 1, 2015 – a monetary increase \$0.308, the distribution to wages, pension, health and welfare to be determined by the Union and an additional \$0.146 to benefits;
 - iv. Effective July 1, 2015 – a monetary increase \$0.311, the distribution to wages, pension, health and welfare to be determined by the Union and an additional \$0.147 to benefits; and
 - v. Forepersons shall receive monetary increases of \$0.268 / \$0.269 / \$ 0.308 / \$0.311 in each year of the contract.
- 3) AMEND CLAUSE 7:01 of Grievance Procedure 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) 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.
- 4) AMEND STEP 1 of Grievance Procedure as follows:
Should an employee be dissatisfied with the Supervisor's disposition of the complaint, they may refer such matter in writing to their Supervisor **within five (5) days** (and in so doing may have the assistance of the Union Representative if desired) and the Supervisor shall answer the grievance in writing within seven (7) calendar days. The complaint shall constitute a formal grievance at Step 1 and shall be filed within seven (7) calendar days of receipt of the reply of the Supervisor to the complaint. The grievance shall specify the article or articles of the

Agreement of which a violation is alleged, contain a brief statement of facts relied upon, indicate the relief sought and be signed by the employee.

5) AMEND CLAUSE 10:01 Hours of Work 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 7:00am and 5:00pm. The Employer shall provide one week's notice of a change in shift hours. However the hours may be moved to 7:00am under special circumstances **or due to operational need**, without the one week's 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***.

6) AMEND CLAUSE 12:01 (b) Shift Premiums As follows:

Shift work may commence on any regular workday, Monday to Friday, providing five (5) consecutive days are worked **subject to operational need. 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, SO, 2000, as amended***. Saturdays and Sundays are excluded as commencement days for shift work.

7) AMENDED SCHEDULE "A" ATTACHED which is a list of named employees who, pursuant to the Letter of Understanding attached to the Collective Agreement, are provided certain rights respecting the assignment of ICI and non-ICI work as specifically provided for in the Letter of Understanding.

8) LETTER OF UNDERSTANDING RE: Construction-Maintenance Crossover

The parties undertake to meet with the view to amend the letter of understanding within six (6) months after the date of ratification.

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