

June 30, 2016

To: Board of Governors of Exhibition Place

ACTION REQUIRED

From: Dianne Young
Chief Executive Officer

Subject: **Proposed Collective Agreement with
United Association of Plumbers & Journeymen Local 46**

Summary:

This report outlines the terms of a Memorandum of Agreement attached as Appendix “A” that has been executed by the United Association of Plumbers and Journeymen Local 46 (Local 46) and, pending Board approval, would be the basis of a renewed Collective Agreement with the Board (CA).

Members of Local 46 ratified the terms and conditions attached on June 24, 2016.

Recommendations:

It is recommended that the Board approve the CA for Local 46 commencing on January 1, 2016 and expiring on December 31, 2019, on the terms and conditions set out in this report and Appendix A to this report.

Financial Impact:

Based on the four-year (2012 – 2015) average of 19,206 hours worked, the impact on the Operating Budget for each year of the CA is as follows: 2016 = \$14,700; 2017 = \$14,900; 2018 = \$15,100; and 2019 = \$15,300. The 4-year average increase, all costs in, is 1.273%. These increases are in line with recent settlements at the City of Toronto. In addition, depending on workload requirements, at a minimum it is estimated that on an annual basis there will be savings of approximately \$7,000 directly to Exhibition Place.

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 April 5, 2012, the Board approved an agreement with United Association of Plumbers and Journeymen Local 46 for a four-year period, wherein the term of the agreement expires on December 31, 2015.

[http://www.explace.on.ca/database/rte/files/Item%2014-Plumbers\(1\).pdf](http://www.explace.on.ca/database/rte/files/Item%2014-Plumbers(1).pdf)

Issue Background:

The previous Collective Agreement between the Board and Local 46 expired on December 31, 2015. Notice to bargain from Local 46 was received on September 30, 2015 and negotiations commenced March 3, 2016 led by the City of Toronto Labour Relations Division and directed by Exhibition Place management staff.

Comments:

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

- a) Term: Four years commencing January 1, 2016 and expiring December 31, 2019;
- b) Wage Increases: Annual increases for all bargaining unit employees as follows: 1.25% (2016); 1.25% (2017); 1.25% (2018); 1.25% (2019);
- c) Work Jurisdiction: Language inserted to provide some scope to the meaning of "maintenance work" under the CA and to the jurisdiction of Local 46 to be only within buildings occupied, controlled or used by the Board and no jurisdiction within tenanted buildings;
- d) Minimum Call-In: Reduced minimum from five to four hours;
- e) Contracting Out: Reduced notice period from 180 days to 90 days;
- f) Paid Day Off: Delete reference to "one paid day off" in the CA;
- g) Updating Dispute Resolution Language: Language changes were made to the grievance and policy grievances and arbitrations mechanisms to clarify responsibilities; and,
- h) Updating Administrative Policies: Updated several administrative procedures relating to Record of Employments; Vacation scheduling; start time of normal hours of work; name hiring from union hall, requests for leave of absences and direct deposit of pay.

Contact

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Appendix "A"

MEMORANDUM OF AGREEMENT**BETWEEN:****THE BOARD OF GOVERNORS OF EXHIBITION PLACE****(hereinafter called the "Employer")****-and-****UNITED ASSOCIATION of JOURNEYMEN and PIPE FITTING INDUSTRY of the
UNITED STATES and CANADA – LOCAL 46****(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, 2019.

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, 2019 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, 2019.

(2) Amend 4.1 Relationship as follows:

~~4.1 It is agreed that~~ There shall be no discrimination or harassment coercion or intimidation by the employer the Union or their respective representatives against any employee by reason of race, creed, colour, national origin, political or religious affiliation, sex or age either the Employer or the Union for any reason as specified in the Ontario Human Rights legislation.

(3) Amend Article 8 Grievance and Arbitrations as follows:

Article EIGHT – Grievance Procedure and Arbitration

8.1 An employee who has a complaint in relation to the interpretation or alleged violation of this Agreement shall discuss their complaint with their Supervisor and Union Representative 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, 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. If not observed, any such grievance shall be deemed to be resolved, disposed of on the basis of the Employee's last written response.

STEP ONE

Should the employee be dissatisfied with the Supervisor's disposition of the complaint, they may refer such matter to in writing to their Supervisor within ~~ten (10)~~ five (5) working days of receiving the response. All individual grievances shall be signed by the grievor and filed in writing, with the designated management supervisor of the department concerned, within ~~ten (10) calendar days from the time of the incident or occurrence which resulted in the grievance.~~ The grievance must specify the Article(s) alleged as violated and recourse sought based on a statement of the employee's complaint. The supervisor must sign and date when the grievance was received and give an answer in writing within ~~four~~ seven (7) working days of receipt of such grievance.

STEP TWO

Should the employee be dissatisfied with the disposition of the grievance at Step One, the steward and a Union representative shall meet with representative of management within five calendar days or a time mutually agreed to discuss the grievance. The grievor may be in attendance at the request of either party. The representative of management must sign an answer in writing within seven (7) working days of the step two meeting.

Policy Grievances

Working ~~9.1~~ 8.2 The employer shall have the right to lodge a grievance with the Union. Such grievance shall first be presented in writing to the Union within ~~ten (10) calendar days from the time of the circumstances which resulted in the grievance, and~~ a meeting will be held within seven (7) working days between representatives of the Employer and the Union. ~~And~~ The grievance shall be answered in writing by the Union within seven (7) working days of the meeting. ~~Failing receipt of an answer satisfactory to the Employer, the grievance may be submitted to arbitration within a further period of thirty (30) calendar days after the Union's answer.~~

~~9.2~~ 8.3 The Union shall have the right to lodge a grievance with the Employer based on a difference arising directly with the Employer concerning the interpretation,

application, or alleged violation of this agreement. However, such a grievance shall not include any matter upon which an employee is personally entitled to grieve. Such grievance shall first be presented in writing to the Employer within ten (10) working days from the time of the incident or occurrence which resulted in the grievance and a meeting will be held within seven (7) working days between representatives of the Union and Employer. The grievance shall be answered in writing by the Employer within seven (7) working days of the meeting. ~~Failing which or failing settlement of the grievance the Union may submit the grievance to arbitration. If no written request for arbitration is received within thirty (30) calendar days after the Employer's answer the grievance will be deemed to have been settled, and the grievance withdrawn.~~

8.4 The parties may extend the timelines under the grievance procedure in writing on consent.

(4) Amend Article 9 Policy Grievance as follows:

ARTICLE NINE – ~~Policy~~ Grievance Arbitration Procedure

~~Step Three~~

9.1 (a) If a settlement is not reached at Step Two, ~~of the grievance procedure~~ then such grievance may be referred to arbitration after a written request for arbitration is made by the Union within fifteen (15) calendar days after the answer is given at Step Two. ~~The name of the appointee to the arbitration board shall be included with the request for arbitration.~~

9.1 (b) Failing receipt of an answer satisfactory to the Employer ~~or the Union in regards to a policy grievance,~~ the grievance may be submitted to arbitration within a further period of thirty (30) calendar days after the Union's answer.

9.2 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, 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 46 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.

~~Within seven calendar days thereafter the other party shall nominate an appointee to the Arbitration Board. The two appointees so nominated shall confer within seven calendar days and shall attempt to select by agreement the Chairperson of the Arbitration Board. If they are unable to agree upon such Chairperson they shall then request the Minister of Labour for the Province of Ontario to appoint the Chairperson.~~

~~8.3~~ 9.3 The arbitrator, or the Board of Arbitration as the case may be, shall not have jurisdiction to alter, enlarge, modify or amend the provisions of the Agreement, nor to make any decision inconsistent therewith.

~~8.4~~ 9.4 The unanimous or majority decision in writing of the arbitrator or Arbitration Board as the case may be with respect to the matters coming within the jurisdiction of the arbitrator or The Board shall be final and binding upon the parties hereto and the employees.

~~8.5~~ 9.5 No person may shall be appointed as an arbitrator who has been involved in processing the grievance.

~~8.6~~ 9.6 Each of the parties hereto will bear the expenses of the nominee appointed to represent it and the parties will jointly in equal shares bear the expenses of the Chairperson of the Arbitration Board, or single arbitrator, as the case may be.

(5) Amend article 10 Seniority and Probation, clause 10.13 as follows:

When an employee is laid off or discharged, ~~pay and separation notice~~ their **Record of Employment (ROE)** will be made available **upon request by the employee** at the offices of the Employer on the scheduled pay day for that pay period. Should the employee not pick up their ~~pay and requested separation notice~~ ROE on that day it shall be sent to their last known address by registered mail.

(6) Amend article 13 Call-In Pay, clause 13.1 as follows:

If an employee is called in to work after having left the Employer's premises and after completion of their regularly scheduled shift, they shall receive a minimum of ~~five~~ **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.

- (7) Amend Article 15 Vacation Pay and Statutory Holidays by adding a new clause as follows:

15.4 Time off for vacations shall be arranged by mutual agreement between the employer and the employee with a minimum of three weeks to be taken by each employee with seniority during a period of any one year. Where a holiday occurs during a vacation period, one (1) additional day will be granted.

- (8) Amend article 16 Hours of Work as follows:

16.1 The regular work week as scheduled by the Employer shall consist of thirty-seven and one half hours worked for five days, Monday to Friday inclusive, and the regular work day shall be of seven and one half hours' duration worked between 6:00 a.m. and 5:00 p.m. with a one half hour unpaid lunch break.

- (9) Amend article 18 Contracting Out clause 18.1 as follows:

In the event the Employer closes its Plumbing and Pipefitting Section of the Operations Division Maintenance Department Prior to contracting out work now performed by employees which would result in the displacement of a permanent member of the bargaining unit, the Employer shall provide ~~one hundred and eighty (180)~~ ninety (90) calendar days written notice to the Union so as to allow the Union to make any representations it wishes to the Department Heads involved and The Board of Governors of Exhibition Place. Any representations shall be made promptly and in any event within ~~one hundred and eighty (180)~~ ninety (90) calendar days of the giving of such notice. The Employer agrees to give full consideration to such feasible alternatives to contracting out as the union may propose through such representations.

- (10) Article 17 Union Security:

The Union agrees to confirm in writing the Unions' commitment to work with Management to name hire.

- (11) Amend article 22 Leaves of Absence as follows:

Leave of absence without pay will may be granted to an employee for a period to total up to three weeks in any calendar year. An employee must request such leave at least one (1) week in advance by providing written notice to the Employer. Leave of absence

shall not be granted to an employee for the purpose of working elsewhere for another Employer except when employed directly or indirectly by the Union. Having regard for Department needs, an additional 5 weeks may be granted if requested.

(12) Amend Article 25 Work Jurisdiction as follows:

25.1

~~The Employer agrees that the jurisdiction of the Union under this agreement is the work established and performed by Employees covered by this Collective Agreement as of May 1, 1982, required to maintain, repair and renovate all piping systems and integral equipment operating in and on any Exhibition Place property, or premises for the maintenance and operation of which the Employer is responsible, subject to any Provincial legislation.~~

25.2-25.1

When a dispute arises between the Union which is a party to this Agreement and any other Union, persons or organizations with respect to a work claim, under this agreement, the parties involved shall first meet with the Employer management representatives in an effort to settle the dispute to the satisfaction of all parties concerned prior to any grievances or referrals to the Ontario Labour Relations Board pursuant to Section 99 of the Labour Relations Act S.O. 1995 c.1 and as amended. In the meantime, the work will continue as assigned by the Employer until otherwise directed by the Ontario Labour Relations Board. If the Complaint is not filed within five days, it shall be deemed to be abandoned.

25.2 Work Jurisdiction – Maintenance Agreement Scope

Work described below will be work that is agreed to constitute 'maintenance work' that falls within the scope of this collective agreement. Where such work is assigned by the Board to members of plumbers, pipefitters or apprentices Local 46, it shall be performed in accordance with the terms of this Maintenance Collective Agreement.

Work assigned by the Board to members of plumbers, pipefitters or apprentices Local 46 shall generally be performed pursuant to the terms of this Maintenance Agreement. The parties agree that the primary purpose and scope of work for employees employed by the Board of Governors pursuant to this collective agreement is to provide plumbing maintenance and repair services to the buildings that are occupied, controlled and used by the Board of Governors in the day to day operations of the Board. The scope of such maintenance work does not extend to buildings that are occupied by tenants.

Maintenance work shall generally be defined as work assigned as part of the normal operations and preventative maintenance of the following buildings that are currently under the management and control of the Board: Enercare Centre, Better Living Centre, General Services Building, Allstream Centre, Queen Elizabeth Exhibit Hall, and Horse

Palace (non-tenanted areas), Band Shell Stage and dressing rooms, Dufferin and Princes' Gates, Centennial Square, Blue Storage Building, Substations.

Maintenance work includes, but is not limited to, the following:

- Work to maintain or repair building components that is required to be performed by a licensed plumber, pipefitters or apprentice;
- Work to upgrade building components or fixtures that is required to be performed by a licensed plumber, pipefitter or apprentice;
- Work that is required to be performed by a licensed plumber, pipefitter or apprentice that is performed to preserve and/or lengthen the life span of the building system in question;
- Work that is required to be performed by a licensed plumber, pipefitter or apprentice that is performed order to enhance the quality, efficiency and/or durability of the items in question, but that does not significantly enhance the building system as a whole;
- Work that is required to be performed by a licensed plumber, pipefitter or apprentice on systems and Equipment owned and operated by Board of Governors

25.3 Dispute Resolution

The parties agree to an expedited dispute resolution process for resolving any disputes which may arise with respect to whether a particular assignment constitutes maintenance or construction work. In this regard, where the Union disputes the manner in which a particular work assignment has been assigned or compensated, it may grieve the matter pursuant to the grievance procedure.

Following a single grievance meeting that shall take place at Step 2 of the Grievance procedure, if no resolution is reached, the matter shall be referred within ten (10) calendar days of the grievance meeting to arbitration before one of the following arbitrators who is able to convene a hearing date within 45 days of the grievance referral:

Petryshen, Herman, Raymond, Stout, Sheehan

If the matter is not referred within ten (10) working days of the grievance meeting it is deemed to be withdrawn.

The parties agree that the arbitrator shall be entitled to hear evidence as to: the nature, scope and purpose of the work in question; the manner in which such work has been performed by employees of the Board of Exhibition Place in the past; any licensing requirements for the work in question; the volume, breadth and extent of the work in

relation to the size of the asset, building or structure in question and/or any other evidence that the arbitrator deems to be relevant and/or of assistance to resolve the matters at issue.

The parties agree that evidence as to the manner in which such work is performed by other employers shall only be admissible to the extent that it is essential to assisting the arbitrator in resolving the dispute in question.

(13) Amend article 26 Rates of Pay, clause 26.2 as follows:

Wages shall be paid weekly by ~~cheque or~~ direct deposit, with Thursday being the normal pay day and no later than Friday of any week. **Their statement of earnings will be available upon request.**

(14) Delete Article 28 Paid Day Off and Attachment 1 'Paid Day Off'

(15) Amend Letter of Understanding Appendix B as follows:

LETTER OF UNDERSTANDING

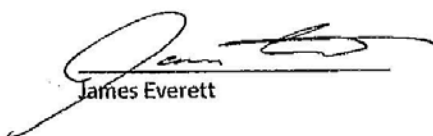
TO: U.A. LOCAL #46

Employees in the bargaining unit may be required, by the Board of Governors, from time to time to perform construction work related to Trade Exhibitor Booths.

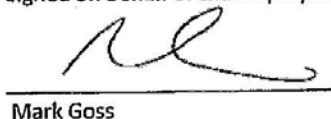
Construction work for this purpose is defined as the installation and/or removal of plumbing and pipe fitting and related equipment.

The parties agree that in the event employees are assigned, by the Board of Governors, to perform construction work, they shall be paid the wages and benefit rates contained in the Toronto Appendix of the I.C.I. Provincial Collective Agreement as amended from time to time.

Signed on Behalf of the Union:


James Everett

Signed on Behalf of the Employer:


Mark Goss

Dated: June 7, 2016

(16) Management proposes wage increase for the term as follows:

Effective Jan 1, 2016 1.25%

Effective Jan 1, 2017 1.25%

Effective Jan 1, 2018 1.25%

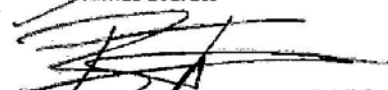
Effective Jan 1, 2019 1.25%

DATED at TORONTO, this 7th day of June 2016.

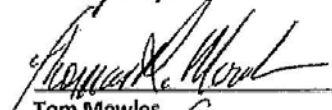
For the Union



James Everett



Brendan Traynor



Tom Mowles



Jason Furtado

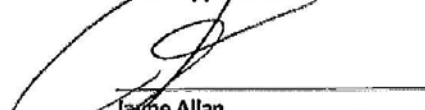
For the Employer



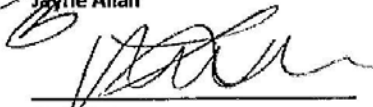
Mark Goss



Bruce Appelbom



Jayne Allan



Victoria Lee