

October 2, 2009

To: The Board of Governors of Exhibition Place

From: Dianne Young
Chief Executive Officer

ACTION REQUIRED

Subject: **Labourers' International Union of North America
Employees Local 506 – Union Agreement**

Summary:

This report outlines the terms of a Memorandum of Agreement executed by the Labourers' International Union of North America (LIUNA) Local 506 that, pending Board approval, would be the basis of a renewed Collective Agreement with the Board. The total wage package agreed to would see increases of 1.75% for 2009; an additional 2.0% for 2010; an additional 2.25% for 2011 and an additional 2.25% for 2012. Other particular changes to provisions are noted in the report.

Recommendation:

It is recommended that the Board approve the Collective Agreement for LIUNA Local 506 commencing on April 1, 2009 and expiring on March 31, 2013, on the terms and conditions set out in this report.

Financial Impact:

Based on the previous three-year (2006–2008) average number of hours worked, the 1.75% increase represents an estimated additional cost of \$19,198 to the Labour group and \$46,968 to the Cleaning Department in year one. It is to be noted that approximately 80% to 85% of these costs are covered by third party billing to shows as required and are therefore, fully recoverable with no financial impact to the Board's Operating Budget.

Decision History:

The previous Collective Agreement between the Board and the LIUNA Local 506 expired on March 31, 2009.

Issue Background:

Exhibition Place have been in negotiations with LIUNA Local 506 since the beginning of 2009 and the negotiated settlement as detailed below was achieved with the assistance of a Ministry of Labour appointed mediator.

Comments:

The negotiated Memorandum of Agreement settles two major issues and provided for:

1. A four year collective agreement: April 1, 2009 to March 31, 2013.

2. Total wages to be adjusted on an “all in” basis as set out below which is in keeping with the City of Toronto settlement. The distribution to wages, pension, welfare and administrative fees to be determined by the Union:
 - a. Retroactive to April 1, 2009 – 1.75%
 - b. Effective April 1, 2010 – 2.0%
 - c. Effective April 1, 2011 – 2.25%
 - d. Effective April 1, 2012 – 2.0%
 - e. Effective October 1, 2012 – 0.5%

In addition to these terms, there were some minor wording changes to the Collective Agreement as noted below:

3. A 4:02 - Without restricting the generality of the forgoing it is the exclusive right of the Employer to hire, ~~retire~~, suspend, discharge, transfer, classify, promote or discipline employees, provided that a claim of classification, promotion, demotion or transfer or a claim that an employee who has completed the probation period has been discharged or disciplined ~~or retired~~ without just and reasonable cause may be subject of a grievance and dealt with as hereinafter provided.
4. A 7:07 (a) - When an employee is recalled for work and is unable to return due to their employment elsewhere, they will be first to be recalled on the next recall providing they are not working at the call and inform the Employer of their availability.
5. A 7:07 (b) - An Employee will inform Management of their employment elsewhere in which case the Employer will not call them back.
6. A 11:01 (a) - All shift work for labourers to be paid at a premium of one dollar and thirty cents (\$1.30) per hour in excess of the employee's classified rate.
7. A 11:01 (b) – “Any ~~employee~~ labourer commencing a shift”
8. A 13:01 – Delete Easter Monday and “and Heritage Day (when declared....)”. Add Family Day. Add language “For Labourers, when Christmas Day and / or Boxing Day and / or New Years Day and / or Canada Day fall(s) on a weekend day and an alternate day is declared by Exhibition Place that declared day will be paid at the premium rate set out in Article 12.
9. A 14:02 - When an employee is laid-off or discharged their pay and Record of Employment will be available at the Office by the following Friday. Should the employee not pick up their pay and books on Friday then they shall be sent to the last known address by registered mail.
10. A 19:01 – For employee’s actively employed and on the seniority list, in the event of ~~the a~~ death of an ~~employee's~~ immediate relative (Father, Mother, Spouse, Son, Daughter, Brother, Sister, Mother-In-Law, Father-In-Law) the Employer will grant three (3) days leave of absence, and for Grandparents or Grandchild, two (2) days leave of absence, and for Brother-In-Law or Sister-In-Law a one (1) day leave of absence. The days granted shall be consecutive days and for any day which would have been a regular scheduled work day the employee will be paid seven one-half (7 1/2) hours at the straight time rate of pay for the purpose of attending the funeral.
11. A 22:02 - The Employer shall accumulate for each employee with seniority, the sum of eight cents per hour worked for the purpose of purchasing ‘green patch / OMEGA’ safety footwear. Upon receiving proof of purchase ~~from the Safety Shoe truck at Exhibition Place or from another an approved supplier,~~ the employee will be reimbursed from their actual accumulated funds for the cost of their new safety footwear. Safety footwear is a requirement of the job and any employee reporting for work without safety footwear will not be permitted to take duty
12. A 27:04 – Delete clause.
13. Articles 11 (a) – to read \$1.30

14. Article 11 (b) – Change “employee” to “labourer”.
15. Appendix A – Electrical Helper Spotter / Propane Handler (per agreed to job description): To be increased by \$0.50 as of date of Board ratification. This will be in addition to any negotiated settlement. An additional \$0.50 will be paid in each year of this negotiated settlement. This amount will also be in addition to any wage settlement in those years.
16. Delete ‘Within the Stadium’ language.
17. Appendix B - Plastic baler work will be added to Group #2 rate.
18. Shift Premiums – Cleaning Department:

- Days 07:00 → 16:00
- Afternoons 16:01 → 00:00 \$1.30
- Midnights 00:01 → 06:59 \$1.60

If hours cross over to the next shift the higher premium will be paid for all hours worked on that shift.

19. Create Specific language for Cleaning Department similar to Article 11 and have it reflect ‘Continental Work Week’. Number Appendix B (i.e. Shift & Weekend Premiums) clauses and delete / revise as required.
20. Upon ratification of this Collective Agreement renewal: A new Group 4 Cleaner position will be added. The rate shall be \$0.50 greater than the Casual rate. Duties to include Washroom Attendant / Pick up, rake, sweep garbage / cleaning of washrooms / light mopping.

Following the completion of 600 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 accrual of 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.

21. At the start of each shift, employees will be assigned an Exhibition Place Supervisor (Coordinator / Lead Hand / Foreperson). Any changes to assignments will normally be done through this designated person. This agreement is subject to unforeseen circumstances such as emergencies and /or the assigned Supervisor being replaced.
22. The maximum number of hours per week for students shall be forty-four.
23. Effective April 1, 2011 the employer will add \$0.05 to Article 27.03 Training Fund.

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Submitted by:

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