

EP2.7

Appendix A

MEMORANDUM OF SETTLEMENT

BETWEEN:

THE BOARD OF GOVERNORS OF EXHIBITION PLACE

(hereinafter called the "Employer")

-and-

Canadian Union of Public Employees
and its Local 2840

(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, 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 10.01 Replace the words Step 2 with the words Step 3.
- (3) Amend Article 12.02(c) and 12.02(d) and add a new Article 12.02(e) as follows:

12.02(c) (renumbered from 12.02d)

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 shift work is available. ***It is understood that***

the most senior qualified regular employee will be afforded the opportunity to work the earliest possible shift that day.

~~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.~~

12.02(d)

If additional hours of work become available after the schedule is posted due to the absence of a previously scheduled employee, ~~When the posted schedule has not been filled,~~ the Employer 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 seniority. This list is to be updated quarterly and copied to the Union.

12.02(e)

If additional hours of work become available after the schedule is posted due to changes to existing shows/events or when new shows/events are added, the Employer may call in other available employees in order of seniority to fill the vacancy in the following order:

- i. in seniority order from a list of employees who are already scheduled to work that day and the variance between the available shift and the shift they are scheduled to work is equal to or greater than three (3) hours. The Employer may fill the shift of any employee(s) vacating their shift to accept a newly created shift by calling employees in seniority order from a list of those employees not already scheduled to work.
- ii. in seniority order from a list of employees who are already scheduled to work that day if additional hours do not overlap from the employee's previously scheduled hours and the employee has secured a minimum of eight (8) hours rest prior to the first shift of the day and the employee is able to secure a minimum of eight (8) hours rest from the last shift of the day to the employee's next shift.
- iii. In seniority order from a list of employees not already scheduled to work.

It is understood that employees will not be canvassed to work a shift with additional hours if it places them in an overtime situation. The provisions of Article 12.02(c) will not apply to this Clause 12.02(e).

- (5) Amend Article 12.06 as follows:

Available overtime shall be distributed as equitably as possible amongst regular and casual employees. Overtime shall be voluntary unless no qualified volunteers are available. A listing of employees who worked overtime and the total hours worked will be provided to the Union monthly.

For the purposes of calculating the equitable distribution of unplanned overtime, should an employee decline an overtime opportunity or the Employer is unable to reach the employee, it shall be recorded as a declined overtime opportunity. For each subsequent unplanned overtime opportunity, the Employer will offer the overtime to the next senior employee on the seniority list to the employee who worked the previous overtime opportunity and so on until the overtime shift is filled.

- (6) Amend Article 12.09 as follows:

The minimum scheduled shift shall be at least **four (4)** hours in duration, ***with the exception of training sessions or Employer called meetings, which may be less than four (4) hours.***

- (7) Amend Article 14.03(a) as follows:

A "Regular Employee" shall be defined as an employee who has met the requirements of clause 14.01 and completed a total of one-thousand (1000) hours or more worked for the Employer in the preceding calendar year. Subject to clause 15.04, effective January 1, 2018, a Regular Employee shall remain as a Regular Employee providing the employee has completed a total of ~~seven-hundred (700)~~ **eight hundred (800)** hours worked in the preceding calendar year.

- (8) Amend Article 15.01 as follows:

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, ***except in cases where it is alleged that the Human Rights Code has been violated.***

- (9) Amend Article 15.05 as follows:

If an employee declines ~~fails to attend~~ three (3) **scheduled shifts** ~~work opportunities in any three (3) week posted schedule~~ and without forty-eight (48) hours notice within their stated availability they will be considered for the next three (3) week posted schedule only after all regular and casual employees have been scheduled.

If they are so scheduled accordingly, the employees will retain their regular employee status and rate of pay, including Article 32 hourly payments. Such employees will return to their previous priority for scheduling for the next three (3) week posted schedule.

~~Re-qualifying rules will then apply.~~ **Approved leaves of absence under the Collective Agreement and legislated leaves shall not be included in such calculations.**

- (10) Amend Article 32 – Health & Welfare

32.01 The Employer agrees to pay the following **amount** on an hourly basis for each hour worked to regular employees, those having attained regular status as defined in Articles 14 & 15:

Effective January 01, 2016 \$3.02 per hour worked

- (11) Amend Article 35 – Duration to reflect a **three (3) year term**.

- (12) Renew Letter of Understanding re Paid Lunch Breaks as follows:

The Employer and CUPE Local 2840 agree that upon the ratification of the Collective Agreement that is, **January 1, 2016 to December 31, 2018**, 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 the right to end the practice noted above by providing thirty (30) days written notice to the other party.

This agreement will expire on **December 31, 2018** and shall only be renewed thereafter upon the mutual agreement of the parties.

- (13) Delete Letter of Understanding 2013 Grandfathering of Health and Welfare
- (14) Delete Letter of Understanding Benefit Plan.

(15) Memorandum Item

Wage increases as follows:

Effective January 1, 2016 1.25%

Effective January 1, 2017 1.25%

Effective January 1, 2018 1.25%

DATED at TORONTO, this 10th day of February, 2017.

For the Union



Leanne MacMillan



Troy Newman



Gary Gosse



Jason Danchuk

For the Employer



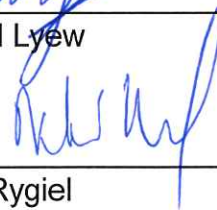
Michael Moran



Tony Porter



David Lyew



Vito Rygiel