

MEMORANDUM OF SETTLEMENT

BETWEEN:

THE BOARD OF GOVERNORS OF EXHIBITION PLACE

(hereinafter called the "Employer")

-and-

**Canadian Union of Public Employees
and its Local 5116**

(hereinafter called the "Union")

WHEREAS the Employer and the Union are bound to a Collective Agreement effective from January 1, 2013 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 Article 2.01 Delete Address: at 200 Princes Blvd.
- (3) Amend Articles 5.02 and 5.03, creating a new Article 5.02, and renumber current Article 5.04 to Article 5.03.

A Steward may investigate and process grievances in accordance with the Grievance Procedure as set out in this Agreement ~~on non-paid time. When management requests the presence of a Steward, Management will pay for the time at such meeting.~~ **and attend meetings with the Employer during work hours without loss. It is understood that Stewards must obtain permission from the Employer prior to leaving their assigned duties to carry out these duties. Such permission shall not be unreasonably withheld. It is**

understood that Stewards will not absent themselves from their regular duties unreasonably.

- (4) Amend Article 6.03

At the time of hire the Employer will advise new employees of the presence of a Collective Agreement with CUPE Local 5116.

On commencing work, the Employer shall introduce the new employee to their Union Steward or Representative. A Union Steward or Representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss, for a maximum of fifteen (15) minutes during the first month of employment for acquainting the new employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and the Union.

- (5) Amend all references from "Scheduled" to "**Full-Time**" throughout the Collective Agreement, subject to review and errors and omissions.
- (6) Amend Article 7.02 (formerly 7.03. The parties agree to renumber 7.03 to 7.02 and any other collective agreement reference to the former Article numbers)

Probationary Employees

Newly-hired employees shall be considered on a probationary basis for a period of **twelve hundred (1200)** ~~eight hundred (800)~~ hours worked from the date of hiring. A probationary employee may be recognized as a permanent employee at some time prior to the completion of the probationary period. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed his/her probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be calculated from the original date of employment.

- (7) Amend Article 7.03 (formerly 7.02. The parties agreed to renumber 7.02 to 7.03 and any other collective agreement reference to the former Article numbers)

Seniority Lists

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the number of hours worked. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January of each year. Employees may challenge their seniority dates for a period of one (1) month after posting and if no challenges are received, the seniority list as posted shall be deemed to be correct.

There shall be two (2) lists maintained as follows:

- (a) ~~Scheduled~~ **Full-time** group (working a compressed work week schedule averaging eight-four (84) hours over a two (2) week period); and

In the event of a vacancy in the ~~Scheduled~~ **Full-time** group the Employer will post the vacancy for a period of two (2) calendar weeks. If the Employer deems that the ~~Scheduled~~ **Full-time** group is to remain at eight (8), then a posting to the Casual group will be posted for two (2) calendar weeks. If there are no applications or if there are no successful candidates, then the Employer can hire directly to the ~~Scheduled~~ **Full-time** group.

- (b) Casuals

Casual employees shall be required to work a minimum of four (4) shifts per month. Casuals shall also be required to work a minimum of eight hundred (800) hours in the preceding calendar year effective January 1, 2018.

For 2017 it is agreed that a prorated amount of 600 hours will be acceptable. (language not to form part of the collective agreement).

- (8) Amend Article 13.02 a) as follows:

The Employer shall normally post work schedules for periods of ~~two (2) work weeks by the Wednesday 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 of shows or functions. In cases where an individual show extends for a period beyond the "scheduled" workweek, the additional workdays for that show will be posted on a separate schedule at the same time as the weekly schedule.~~ **one (1) month in advance preceding the effective date of the schedule. It may be necessary to revise work schedules once posted as a result of changes to activities on or surrounding the property.**

- (9) Amend Article 13.03

Unless employees are notified at least ~~one (1)~~ **two (2)** hours prior to the scheduled start of their shift not to report for work, employees who report for work at the scheduled starting time and for whom no work is available shall receive not less than three (3) hours of alternate work at their straight-time hourly rate.

- (10) Delete Article 13.07, renumber Articles 13.08, 13.09, and 13.10 and add an LOU for the term of the contract regarding "shift change process"

- (11) Add an additional Clause 14.06

Employees shall lose their seniority if they are laid off for a period of more than twelve (12) months.

- (12) Amend Article 17.03

For the purposes of collective bargaining, the Employer shall pay for ~~twenty-four hours at straight time~~ **two (2)** members of the bargaining unit to attend bargaining sessions with the Employer, up to and including conciliation, **at straight time.**

- (13) Amend Article 18.01

All new employees ~~save and except CNE Summer Staff~~, shall become and remain members of the Union at their time of hire.

- (14) Amend Article 23.01 to include "common-law" and "same-sex partners."

- (15) Amend Article 31.03

Management will recognize and will be responsible for certification training for one (1) **"Scheduled"** employee who will then sit on a Joint Health & Safety committee for Security. Time spent for meetings will be paid by Exhibition Place.

- (16) Amend Article 32.01 to reflect the duration of the agreement to be **effective from January 1, 2016 and end on December 31, 2019.**

- (17) Amend Schedule A to collapse the successful completion of hours

2015 Rates (subject to GWI)

New Hire	\$15.38
Upon successful completion of 400 hours	\$16.40
Upon successful completion of 800 hours	\$17.43
Upon successful completion of 1200 hours	\$18.45

Rate of \$22/hr. frozen and not subject to wage increase for the duration of the contract term.

- (18) Letters of Understanding

Renew Letter 1 for the term of the collective agreement

Delete Letter 2 (Status, Wages and Benefits as per bargaining unit) effective on the 1st of the month following ratification and Board of Governors approval.

Delete Letter 3

(19) Memorandum Item

Wage increases as follows:

January 1, 2016	1.25%
January 1, 2017	1.50%
January 1, 2018	1.50%
January 1, 2019	1.50%

Rate of \$22/hr. frozen and not subject to wage increase for the duration of contract term.

(20) New LOA "Security Requirements Coordination" for the term of the contract. (Not to be included in the Collective Agreement)

(21) New LOU re: Team Lead for the term of the contract.

Rate for Team Lead - \$1.00 per each hour worked

DATED at TORONTO, this 15th day of March, 2017

For the Union:



Leanne MacMillan



Eric Keung

- BY PHONE -

Ulysses Gibson

For the Employer:



Michael Moran



Tony Porter



Edward Wiersma



Exhibition Place

SHIFT CHANGE PROCESS

LETTER OF UNDERSTANDING

BETWEEN

THE BOARD OF GOVERNORS OF EXHIBITION PLACE

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5116

Employees are to commit to the schedule they are assigned or choose. Employees requesting to change their accepted schedule, must notify the Manager of Security Services in writing (e-mail), at least one (1) week prior to the shift being changed. Employees are entitled to forfeit their shift or exchange shifts with another employee.

If a shift is requested to be forfeited, the available shift will be made available to employees through the standard scheduling process.

If a shift is requested to be switched with another employee the following criteria must be met:

- The shift switch must be made with an employee that has received equal or more training
- If the switch includes an employee on modified duties, it is at the discretion of the Manager of Security Services to allow the switch based on operational demands
- The shift switch must be made within the same pay period
- The shift switch must not incur overtime by either employee, statutory holidays excluded
- The shift switch must not create a turnover in shifts less than 10 hours
- The shifts being switched must be switched in whole
- The shift switch must be authorized by the Manager of Security Services prior to the switch being considered approved. Authorization of the change will be issued by response in writing (e-mail) to the original request.



A Convention & Conference Centre at Exhibition Place



THE BOARD OF GOVERNORS OF EXHIBITION PLACE

*Exhibition Place, 100 Princes' Blvd., Suite 1, Toronto, Ontario M6K 3C3
Tel: (416)263-3600 www.explace.on.ca*

Given the appropriate notice the number of shift change requests per employee is unlimited.


Authorization will not be withheld provided the change/switch meets the criteria outlined above.

This agreement shall remain in effect until December 31, 2019.

For the Union:



Leanne MacMillan



Eric Keung




Ulysses Gibson


For the Employer:



Michael Moran



Tony Porter



Edward Wiersma



TEAM LEAD

LETTER OF UNDERSTANDING

BETWEEN

THE BOARD OF GOVERNORS OF EXHIBITION PLACE

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5116

A "Team Lead" is a Security Guard that is designated through an interview process and awarded the position based on merit. There will be four or more positions dependent on interest and successful completion of the interview process and training. The position(s) will be assigned when determined it is required by management. The purpose of the position is to support the operations of the Department through taking a leadership role in the organization of Security Guard daily routines.

Responsibilities

The general responsibilities of a "Team Lead" are as follows:

In addition to regular Guard duties and assignments, the "Team Lead" will,

- Deliver pre-scripted briefing to staff reporting for duty including the briefing of pre-determined assignments
- Sign out and account for equipment issued to staff reporting on and off duty
- Ensure safety and maintenance related issues noted by staff during the assigned shift are made safe and are documented by staff through standard operating procedures
- Report to on call Manager any staff shortages
- Report to on call Manager any incidents of level 3 or 4 severity
- Facilitate pre-assigned break schedule for staff
- Report to on call Manager any challenges/concerns that are not resolved
- E-mail a shift summary of the activities that took place throughout the shift as "Team Lead"

Application Process

An expression of interest call for the "Team Lead" position will be posted to all Security Guards and will remain posted for a two week period. Security Guards may express their interest in the "Team Lead" position by e-mail or by hand-delivering a letter expressing their interest to the Manager of Security Services. All interested candidates will be interviewed to determine the



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most appropriate Guard for this position. A decision will be based on those meeting the below criteria and Guard merit. Interested candidates must:

- Maintain all requirements of a Security Guard
- Have open availability consistent with working the existing "Full Time" schedule
- Be able to work 12 hour shifts on a rotational basis
- Have two or more years of service with Exhibition Place Security Services
- Have a proven record of performance measured through consistently exceeding the Department's measurable standards
- Have a proven record of leadership skills specific to Exhibition Place Security Services
- Must attend and successfully complete all "Team Lead" training

Position Duration and Reapplication

A Security Guard may be in the position of "Team Lead" for one year after which the position(s) will be posted again and all Security Guards meeting the criteria may express interest in the "Team Lead" position. Once designated in the position, the Security Guard must commit to one year within the position. Management reserves the right to remove a Security Guard from the "Team Lead" position based on fair assessment of the performance of the Security Guard in the position.

Remuneration

Security Guards designated the position of "Team Lead" will receive a rate increase of \$1.00 per hour in additional to their regular rate of pay while assigned to the position. Security Guards designated to the position will receive training for the position and will be paid at their regular rate of pay for these training sessions.


The position of "Team Lead" and its remuneration shall not be considered formalized until the formal selection process has been completed. Any previous occasion where a Security Guard may have been assigned a "Team Lead" role will not be considered as an advantage to the selection process or considered for back dated remuneration.

This agreement shall remain in effect until December 31, 2019.


For the Union:



Leanne MacMillan




Eric Keung



Ulysses Gibson


For the Employer:



Michael Moran



Tony Porter



Edward Wiersma