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## COLLECTIVE AGREEMENT

## BETWEEN:

## BOARD OF GOVERNORS OF EXHIBITION PLACE,

(hereinafter called "the Employer").

of the FIRST PART

-and-

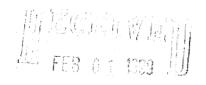
# LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL #506.

(hereinafter called "the Union").

of the SECOND PART

## ARTICLE 1 - Duration of Agreement

- 1:01 This Agreement shall be effective from the lst day of April, 1997 until the 31st day of March, 1998.
- 1:02 Should either Party desire to change, add to, amend or terminate this agreement, written notice to that effect will be given before the lst day of March prior to the termination date.
- 1:03 On receipt of such notice the Parties hereto shall meet and bargain in good faith for the purpose of the renewing this agreement. If no such written notice is given this agreement shall be automatically renewed and remain in force from year to year after the original expiration.



## **ARTICLE 2 - Recognition**

The employer recognizes the Labourers' International Union of North America. Local #506 as the Bargaining Agent for all employees of the employer working at Exhibition Place. in Metropolitan Toronto, Ontario who are employed in classifications as set out in Appendix "A" or "B" and whose work duties consist wholly or in part of the work duties described therein, save and except non-working foreman and persons above the rank of non-working foremen, Office and sales staff.

2:02 When a position of Lead Hand or **Working** Foreman is available the employer **will** make **every** reasonable effort to **fill** that vacancy from among the existing complement of bargaining unit employees who have obtained seniority.

## ARTICLE 3 - Union Security

- 3:01 All employees under this agreement, as a condition of employment, shall become and remain members in good standing of the Union, during the life of this Agreement.
- 3:02 In hiring, when the list of laid-off employees having seniority has been exhausted, the employer may then rehire former employees no longer included on the seniority list provided they are members of the Union.

Additional employees will be hired from the Union Office and prospective employees sent from the Union Office will be hired provided they are able to meet the normal requirements of the work available. If the Union is unable to supply, then the Employer is free to engage employees from other sources, provided however, that such persons shall be informed by the Employer that it is a condition of employment that they apply and secure membership in the Union within fifteen (15) calendar days from the date of engagement.

The employer agrees to deduct, as appropriately certified to the employer, a specified uniform amount of Union dues from the wages of employees covered by this agreement. Such monies shall be remitted to the Union by the fifteenth (15th) day of each month following the month for which deductions were made. The Union undertakes to hold harmless and agrees to indemnify the Employer and successors, administrators and assigns against any liability incurred by each or all of them arising out of the deduction arrangements herein set out.

### ARTICLE 4 - Management Functions

- 4:01 The Union acknowledges that nothing in this agreement shall limit the employer to exercise its functions of Management under which it shall have (subject to the conditions of this agreement) the right to: (a) Maintain order, discipline and efficiency.
- 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, disciplined or retired without just and reasonable cause may be subject of a grievance and dealt with as hereinafter provided.
- 4:03 There shall be one official personal file and this file shall be maintained in the Human Resources Department. An employee's personal file shall be available and open to the employee for his inspection at any reasonable time during regular office hours and he may be accompanied by a representative of the Union if he so desires.

## ARTICLE 5 - Business Representative and Shop Steward

5:01 The Business Representative of the Union shall have access to the job during working hours but in no case shall his visits interfere with the progress of the work it is agreed that two (2). Shop Stewards may be appointed by a Representative of the Union who shall notify the Employer in writing before they can be recognized. When shifts are scheduled other than day shifts an additional Steward may be appointed on the shift. The Shop Steward(s) will be responsible for reporting any disputes to the Employer and Union Representative so that these can be taken up in the proper manner without delay. There shall be a steward for each department per shift.

Where the presence of a union steward is required in order to investigate a complaint or grievance, the steward shall obtain the permission of his supervisor before leaving **his** work area for this purpose, Such permission shall not be withheld unreasonably. The steward shall report back to his supervisor before resuming his normal duties.

- 5:02 It is agreed that for the purpose of Collective Bargaining, that a Negotiating Committee, comprising of two (2)Union Members may be appointed on the job by a Representative of the Union who shall notify the Employer before they can be recognized.
- 5:03 An employee shall have the right to have a Union representative present, if available on site, when disciplinary action is being taken against the employee.

#### ARTICLE 6 - No Discrimination

6:01 There shall be no discrimination, restraint, or coercion against any Employee by either the Employer or the Union because of race, creed, colour, age, sex or national origin.

#### **ARTICLE 7 - Probationary** Period and Seniority

- 7:01 New employees will be considered as probationary employees until they have completed a total of forty-five (45) days worked for the employer. During his probationary period an employee shall be subject to all provisions of this agreement save and except the grievance procedure in the event of discharge.
- 7:02 After having completed a total of forty-five (45) days worked (within a twelve month period) the employee shall commence to acquire seniority and his seniority date for purposes of this agreement shall be his first day of work.
- Any lay-off of employees shall be carried out in order of seniority so long as it does not prevent the Employer from maintaining an adequate work force of employees who are capable of performing the work to be done. Where it is necessary to retain employees with special skills or ability in order to maintain an adequate work force, then the senior employees having the specific skills and ability to perform the work in question shall be retained. Where the ability of two or more employees to perform the work to be done is relatively equal, then seniority shall be the deciding factor.
- 7:04 In the event of an unscheduled lay-off the employer will endeavour to give as much advance notice of layoff as possible but in no case shall it be less than one (1) hour advance notice or one (1) hour's pay in lieu of notice. Employees who are laid-off will retain their full seniority for a period of twelve (12) months from date of lay-off.
- 7:05 Preferential seniority shall be given to each Shop Steward and provided he is able to perform the work which is available he shall be one of the last two men retained by the Employer.
- 7:06 Laid-off employees provided they are able and willing to do the work shall have preference of recall over new applicants.

- 7:07 (a) When a senior employee is **recalled** for **work** and is **unable to return**. **due** to **his/her** employment elsewhere, he **or** she will be first to be **called** on **the** next **recall**. An employee will only be entitled to four such refusals in **any** calendar year. An employee may be **required** to **provide** proof of **such** employment elsewhere.
  - (b) An Employee may choose to inform Management of his/her employment elsewhere in which case the Employer will not call him or her back for a period of one week.
- 7:08 Notwithstanding anything to the contrary the probationary period and seniority application of this agreement shall apply on a departmental basis. Those employees hired by the employer within the Labour Department, and those employees hired by the employer for cleaning work within the Cleaning Department shall acquire and exercise seniority rights within their respective departmental seniority unit.
- 7:09 The seniority of the employees in their respective Seniority Unit shall be set forth on separate lists showing the employee name and seniority date. The employer will post in the respective departments and will submit to the Union updated seniority lists every six (6) months during the life of this agreement.
- 7:10 In the filling of **full** time vacancies within the bargaining unit **casual** employees **shall** be given the first opportunity to work as a full time employee whenever a vacancy occurs and **he** shall accrue seniority from the date of hire in one of the full time classifications.

## **ARTICLE 8 - Loss of Seniority**

- 8:01 An employee shall lose his seniority rights and employment with the Employer if he:
  - (a) voluntary quits the employ of the Employer:
  - (b) **is** discharged and is not reinstated through the Grievance Procedure;
  - (c) is laid-off and not recalled within the period provided for in Article 7;

- fails to return to work except as provided for in 7:07, after he has been notified by the Employer, within three (3) days after notification and if notification is by mail it must be registered; it is the responsibility of the employee to notify the Employer in writing of any change of address within 7 days of any change;
- (e) is absent for two (2) consecutive working days without notifying the Employer's Office or without an acceptable reason which can be substantiated by satisfactory evidence:
- (f) retired:
- is absent on a leave of absence for more than 6 months or absent due to a non work related injury or illness for more than 18 months.
- 8:02 The Employer will notify the Union Steward in the event that an employee loses his seniority for any of the above reasons.

#### **ARTICLE 9 -** Hours of Work

- 9:01 (a) The regular working day, subject to variation by mutual consent of the Parties, shall be between 7:00 a.m. and 4:00 p.m., from Sunday to Saturday inclusive. Any work done outside these hours shall be overtime save and except the provisions of this agreement relating to shift work. All hours worked by labourers on Saturday and Sunday to be paid at a premium of \$2.00 per hour. No pyramiding.
  - The maximum number of working hours per day shall be seven and one-half (7 1/21 and the maximum number of working hours per week shall be thirty-seven and one-half (371/2), work outside these hours shall be overtime work save and except the provisions of this agreement relating to shift work.

## **ARTICLE 10 - Reporting** for Work

Any employee scheduled to report for work, unless previously notified not to report, shall be guaranteed four (4) hours pay at his regular hourly rate, or at the appropriate overtime rate.

To qualify for such pay the employee affected would be required to take such alternate work as may be available, in the event that his normal work has run out.

Work schedules will be posted one week in advance for employees covered under this agreement. For cleaners in Group 1 work schedules will be posted monthly and be subject to a bi-weekly review. For all other cleaners work Schedules will be posted bi-weekly and be subject to weekly review.

#### **ARTICLE II - Shift Work**

- (\$1.10) (a) All shift work for labourers to be paid at a premium of one dollar and ten cents (\$1.10) per hour in excess of the employee's classified rate;
  - (b) Any employee commencing a shift before 7:00 a.m. or finishing a shift after 4:00 p.m. shall be shift work and be paid as set out in (a) above for all hours worked except where overtime provisions apply;
  - (c) It is further agreed that during the twenty (20) days of the Exhibition, Article II:01 (a), Shift Premium, will be waived provided that all employees will receive a guarantee of seven and one-half (7 1/2) hours per shift.
  - (d) There shall be a minimum of 8 hours off between scheduled shifts for all employees (labourers and cleaners) covered under this agreement otherwise the overtime provisions of this agreement shall apply.

#### ARTICLE 12 - Overtime

- (a) All work performed under this agreement outside the hours shown in 9:01 (a), except shift work, in excess of the regular working day of seven and one-half (7 1/2) hours shall be overtime work.
  - (b) The rate of wages after seven and one-half (7 112) hours in a shift shall be time and one-half (1 1/2) for the first hour and one-half and double (2) time for all additional hours.
  - (c) The rate of pay for overtime **not** governed by **12:01** (b) shall be double (2) time.
  - (d) All hours worked during the sixth or seventh consecutive work day shall be at the rate of double the straight time hourly rate.
- Should overtime be scheduled then the Employer shall distribute overtime as equitably as practicable and in a non-discriminatory manner. The Employer will provide to the Union, on a quarterly basis. a recap of overtime worked to date for full-time employees covered by this clause.

All overtime work is to be performed on a voluntary basis, provided however, that if sufficient employees who normally perform the work do not volunteer, then the Employer shall assign the overtime work.

- 12:03 The employer will endeavour to give the employees advance notice in the event of unscheduled overtime.
- Any employee who has been properly assigned to work on a show or event shall be entitled to complete the move-in, set-up and move-out of such show or event without being subject to seniority bumping by a senior employee until completion of the <a href="https://show/event">show/event</a> to which <a href="https://show/event">he/she</a> has been assigned.

## **ARTICLE 13 - Holidays**

I3:01 All work performed on the following Holidays, namely: New Year's Day, Good Friday, Easter Sunday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Heritage Day (when declared by the Federal or Provincial Government), shall be deemed overtime work and paid for at the rate of double the regular day shift rate. Once an employee commences a shift on a Holiday, overtime rates shall be applicable until the shift is completed.

Any changes in the Collective Agreement between the Exhibit and Display Association of Canada and the Labourers' International Union of North America, Local **#506** relating to Saturday and/or Sunday, will be offered to the Employer and if accepted shall be binding on the Employer and Union herein as if original parties thereto and this agreement shall be deemed to be amended accordingly.

## ARTICLE 14 - Payment of Wages

- All time **books** are to be closed weekly and employees shall be paid by each Wednesday, Pay cheques shall normally be provided to **regular** employees in envelopes. It is agreed, however, that this **shall not** be required during the period July 15 to September 15 each year.
- When an employee is laid-off or discharged his pay and books will be available at the Office by the following Wednesday. Should the employee not pick up his pay and books on Wednesday then they shall be sent to this last known address by registered mail.
- Should the Employers Offices be closed due to a specified holiday in any week, then employees shall be paid on the Thursday following such holiday rather than on Wednesday as called for in Article 14:01 or 14:02.

## ARTICLE 15 - Vacation Pay and Statutory Holidays

**15:01** All employees covered by this Agreement shall receive as follows:

The vacation pay rate shall be four per cent (4%) of gross wages earned: the statutory holiday pay shall be six per cent (6%) of gross wages earned, for a total of ten per cent (10%).

In the event of a legislative change effecting the Vacation Pay rate the agreement will be amended so as to provide a maximum ten per cent (10%) payment for Vacation and Statutory Holiday Pay.

Payment of such prescribed vacation and statutory holiday pay shall be made quarterly on or before the first days of January, April, July and October in each year for regular employees holding seniority. and on a weekly basis at the time of normal payment of wages for all other casual and probationary employees. Such payment shall be deemed to be in accordance with the Employment Standards Act and this Collective Agreement as payment in lieu of any statutory holiday and vacation entitlement.

Time off for vacations will be arranged by mutual agreement between the Employer and the employee with a minimum of three (3) weeks to be taken by each employee, during the period of any one year. Where a holiday occurs during a vacation period an additional day of vacation shall be granted.

## **ARTICLE 16 - No Strikes, No Lockouts**

In view of the Grievance and Arbitration Procedure provided in this agreement, it is agreed by the Union that there shall be no strike or stoppage of work, either complete or partial, and the Employer agrees that during the term of this agreement there shall be no lockouts.

## ARTICLE 17 - Grievance and Arbitration Procedure

- Any dispute, difference. **controversy** or grievances affecting or arising out of the interpretation or administration of this agreement shall be adjusted. if possible. by negotiations between **specially** appointed Representatives of the Employer and Trade Union. A meeting to **discuss** any such dispute **or** grievance shall be called within five (5) days after the circumstances giving rise to the dispute or grievance and shall endeavour to reach a decision within **two (2)** days thereafter
- Where a difference arises between any of the Parties hereto relating to the interpretation, application or administration of this agreement including any questions as to whether a matter is arbitrable, either of the Parties may, after exhausting the grievance procedure described above, notify the other Party in writing of the desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the nominee of the Party wishing to bring the matter to Arbitration. Such written notice shall also state clearly, the matter or matters in dispute to be dealt with by the Arbitration Board and what relief, if any is claimed by the Parties requesting arbitration. The Party receiving such notice shall within five (5) days, advise the other Party of the name of its nominee to the Arbitration Board.
- 17:03 The two nominees so selected shall. within five (5) days of the appointment of the second of them appoint a third Party who shall act as Chairman of the Arbitration Board.
- If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairman within the time limit set out herein, the appointment shall be made by the Minister of Labour for Ontario upon request of either Party.
- 17:05 The Arbitration Board shall hear and determine the difference or differences between the Parties and shall issue a decision in writing, which decision shall be final and binding upon the Parties and upon any employee affected.

The decision of a **majority** of the Board shall be the **decision** of the Board **and if** there is no **majority** the decision of the Chairman **shall** govern. However, it is understood that the authority of the Arbitration Board or the decision made by such Board is limited in that there shall be no alteration to or subtraction from or modification or amendment to any part of this Agreement.

The fees and expenses of the Chairman shall be borne one-half by the Union and one-half by the Employer. Any other costs or expenses in connection with such arbitration shall be borne by the Party which incurs them.

#### ARTICLE 18 - Jurisdictional Disputes

When a work claim dispute arises between the Union which is a Party to this agreement and any other Union. persons or Organization which cannot be settled to the satisfaction of all Parties concerned, such dispute shall immediately be processed as a complaint to the Ontario Labour Relations Board. requesting an order from the Board as outlined in Section 9I, of the Labour Relations Act. R.S.O. 1980, Chapter 228, as amended, and in the meantime work will continue as assigned by the Employer until otherwise directed by the Ontario Labour Relations Board.

## **ARTICLE 19 - Bereavement Pay**

In the event of the death of an employee's immediate relative (Father, Mother, Spouse, Son, Daughter, Brother, Sister) the Employer will grant three (3) days leave of absence and for Mother-In-Law, Father-In-Law, Grandparents or Grandchild, two (2) days leave of absence, and for Brother-In-Law or Sister-In-Law or Grandchildren 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 (71/2) hours at the straight time rate of pay for the purpose of attending the funeral.

Should the employee be required to travel in order to attend or prepare for the funeral, then additional unpaid leave of absence shall be granted.

#### ARTICLE 20 - Injury Allowance

An employee **injured** on the job shall be paid for the balance of the shift in which the injury occurs. **if** as a **result** of **such** injury, the employee **is sent** to the hospital on the **Employer's** instructions. He or she shall return to **work** on the same date, unless **otherwise** instructed by the medical attendant.

## ARTICLE 21 - Emergency Call-In

**21:01** Employees called back to work after completing their <u>regular</u> shift shall be paid at the appropriate overtime rate, but in no case shall he be paid less than the equivalent of four (4) hours' pay at his regular straight time hourly fate.

## **ARTICLE 22 - Protective Equipment**

- The Employer will provide such special protective equipment as may be required from time to time by employees who are exposed to hazardous conditions in the performance of their jobs and employees whose normal duties have been in the plant, shall be provided with protective clothing if assigned to work outside.
- The Employer shall pay each regular employee the sum of six (6) cents per hour worked for the purpose of purchasing 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. Those Labourer's covered by Appendix 4 of the collective agreement will have the six (6) cents per hour accumulated and paid out in October and April each year at the same time as the Vacation Pay. The footwear allowance will be paid out by separate cheque.

A regular employee is one who has completed the probationary period and has obtained seniority.

Where materials being handled impair the vision of a forklift or dump truck operator in a manner which creates a definite safety hazard, an additional employee may be requested through supervision to work with the operator. The Safety Officer, or his designate of Exhibition Place. shall provide a determination as to need, should such be required in any instance of disagreement.

## ARTICLE 23 - Government Legislation

In the event that any of the provisions of this Collective Agreement are found to be in conflict with any valid and applicable Federal or Provincial Law now existing, or hereinafter enacted. it is agreed that such Law shall supersede the conflicting provisions without in any way affecting the remainder of the Collective Agreement.

## ARTICLE 24 - Work or Refreshment Break

**The** Employer agrees that all Employees will be allowed a 15 minute work or refreshment break during the hours of work in each half of their respective shifts.

ARTICLE 25 - Work Jurisdiction, Classification and Wages

25:01 Included in Appendix "A" and "B" forming part of this Collective Agreement.

#### ARTICLE 26 - Welfare

It is agreed that the established Labourers' Union Local #506 (Construction Division) Employee Benefit Trust shall continue and the Employershall pay effective August 1, 1994 an amount of one dollar and fifty-seven cents (\$1.57) per hour worked by each employee covered by this agreement. No contributions shall be made for students. Such monies shall be entered on a Form as designated by the Trustees from time to time and remitted directly to the said Welfare Fund by the fifteenth (15th) Of the month following the month for which contributions are made.

Effective August 1, 1996, the Employer agrees to increase its contribution to the Welfare Fund to one dollar and seventy cents (\$1.70) per hour.

At **no time** shall the contributions be paid **directly** to the employee. **If** payment is over thirty (30) days late, interest at one per cent (1%) per **month** shall **be** paid from the due date provided the Employer is given five (5) days after notice to correct such delinquency. In addition, the delinquent Employer may be required by the Trustees of the Funds to deposit with the Trustees a Two Thousand Five Hundred Dollar (\$2,500) cash bond.

#### **ARTICLE 27 - Pension**

It is agreed that the established Labourers' Pension Fund of Central and Eastern Canada as established by a trust agreement dated February 23rd, 1972 and all amendments thereto, shall continue and the Employer agrees to contribute the rate of one dollar and twenty cents (\$1.20). No contributions shall be made for students. Such monies shall be entered on a Form as designated by the Trustees from time to time directly to the said Fund and remitted before the fifteenth (15th) of the month following the month for which contributions are made.

Effective August 1, 1996, the Employer agrees to increase its pension contribution to one dollar and thirty-two cents (\$1.32) per hour.

Each monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer's Payroll, ending nearest to the last day of the preceding calendar month.

- 27:02 Every Employer bound by this Collective Agreement hereby covenants and agrees to sign a Participation Agreement with the Trustees in the Form attached hereto.
- 27:03 Effective April 1, 1997, the Employer agrees to contribute ten cents (\$0.10) per hour worked to the Labourers' Union Training Fund for all Labourers in the Labour Department who have established a seniority date with Exhibition Place.

## **ARTICLE 28 - Jury Duty**

The Employer agrees that any employee having attained seniority and actively at work who is summoned to perform jury duty shall be paid not more than seven and one-half (7 1/2) hours pay at the employee regular straight time hourly rate. The employee shall be required to furnish satisfactory evidence that he reported for jury duty on the days for which he claims payment. The foregoing provisions shall apply to any employee who is subpoenaed to court as a Crown Witness or for any work related matter excluding employees who are subpoenaed by the Union for labour relations or arbitration matters.

#### ARTICLE 29 - Labourers' Union Administration Fund Deduction & Contributions

- The employee hereby agrees that the Employer shall deduct an amount of two per cent (2%) of the base hourly rate for each hour earned to be allocated to the Labourers' International Union, Local #506 Administration Fund.
- 29:02 Such deductions shall be made monthly and remitted along with the welfare monies, not later than the fifteenth (15th) of each month following the month for which deductions were made, for deposit, Labourers' Union Administration Fund.
- 29:03 The Union undertakes to hold harmless and agrees to indemnify the Employer and successors, administrators and assigns against any liability incurred by each or all of them by reason of their having made payments into the Labourers' Administration Fund.

#### Article 30 - Labour Management Committee

The parties agree to hold joint labour/management committee meetings on the last Monday of October, February and May each year or as the parties otherwise agree is necessary, in order to constructively discuss and attempt to resolve any problems arising during he life of the Collective Agreement. There shall be a maximum of three employee representatives of the Union or two employees and a Union representative and three members of the Employer. The employee representatives shall not suffer a loss of pay for time spent in the meeting.

Any concerns or items that either party wishes to discuss with the other party should be presented in writing to the other party at least seven (7) calendar days prior to the meeting.

## Article 31 - Working Foreman and Lead Hands

31:01

Rates: Working Foreman

**Lead Hand** 

\$3.00 per hour worked

\$1.00 per hour worked

DATED at Toronto this 30 H day of 19 7

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

#### **APPENDIX "A"**

Forming part of a Collective Agreement between the **Board** of Governors of Exhibition Place, and the Labourers' International Union of North America. Local #506.

## Work Jurisdiction and Wages

Work jurisdiction - All work performed directly by the Employer, including but not limited within the Operations Division.

- 1) the tending or assisting of all tradesmen:
- pick-up and delivery of all seating, furniture and other materials when and where a tractor, trailer or fork lift is employed;
- handle and provide required assistance in installation of railings, fences, gates, barriers, tents and collapsible structures, bleachers, benches, ramps and docking ramps:
- 4) operation of all equipment including fork lifts, tractors and truck driving related to labourer's work;
- 5) minor repairs to doors. crashbars and carpeting, removal and installation of all floor and ceiling tile;
- 6) clearing all roofs and eaves of debris and all walkways, ramps door egresses, fire hydrants and catch basin areas of snow:
- 7) erection, moving and dismantling of all scaffolding;
- 8) all labour related maintenance of all inside and outside areas including installation of signs, flags, glass and mirrors:

- recording of work time and accounts;
- 10) all related operations not listed above.

	<u>WAGE RATE</u>
LABOURER	\$21.04
ELECTRICAL HELPER	11.15
STUDENTRATE	9.40

Provide for material handling and maintenance of rental department material and equipment including office furniture, bleachers, staging, **platforms**, **barriers**, ticket boxes and **turnstiles**.

Electrical Department Helper - Are to provide assistance to the electricians in the following areas:

- 1) Distribution of electrical supplies to various job sites;
- 2) Meter readings and/or service size records;
- 3) Material pick-up at wholesalers;
- 4) Material storage and inventory in the electrical shop;
- 5) Other tasks necessary to carry out an electrician's duties.

This classification will carry it's own independent and separate seniority. It is understood that the Employer will have exclusive rights to select the candidates for this position but will as a condition of employment have to become a member of the Bargaining Unit and the Union will accept these candidates as members. These employees shall in no case perform work outside their classification.

Students - In order to provide employment for students during the period from June lst, to September 30th, of each year it is agreed the Employer may hire one (I) student to six (6) regular employees. The regular number of working hours per day shall be seven and one-half (7 1/2) and the regular number of working hours per week shall be thirty-seven and one-half (37 1/2). All work performed in excess of Seven and one-half (7 1/2) hours per day shall be as follows: Time and one-half the regular day shift rate. All hours worked in excess of thirty-seven and one-half (37 1/2) hours per week shall be paid at the rate of time and one-half the regular day shift rate. Students may be offered overtime only if employees with seniority and/or recalled employees are all offered overtime first. In addition, students shall receive vacation pay entitlement as per employment standards at the time of normal payment of wages.

#### WITHIN THE STADIUM

Work Jurisdiction - All work performed directly by the Employer, including but not limited to:

- 1) maintenance and repair of all seating and furniture. including all rental furniture;
- 2) maintenance and repair of all railings, fences, gates, barriers and turnstiles:
- 3) maintenance and repair of all mechanical field equipment;
- 4) operation of all equipment including forklifts, tractors, scrubber, game-savers, vacuum equipment;
- 5) maintenance and repair of the natural field and artificial surfaces including spray painting of all marking, placing and removal of all surface protection and rubber warning track repairs;
- all constructing work including light carpentry work and repairs to **doors**, crash bars, floor and ceiling tile and carpeting;
- 7) maintenance and repair of all roofs of all structures;
- 8) maintenance of all inside and outside areas including installation of signs, flags, glass and mirrors, all cleaning, sweeping, washing and steam cleaning, painting of all parking lots and general painting;
- g) shipping, delivery handling and moving of all materials and equipment in and out of the Stadium;

- 10) erection, moving and dismantling of all scaffolding;
- 11) recording of work time and accounts:
- 12) all related operations *not* I i e d above.

#### APPENDIX "B"

Forming part of the Collective Agreement between the Employer and the Union:

Notwithstanding anything to the **contrary**, the **following** conditions shall apply to employees of the **employer** engaged within the Cleaning Department. In the event that any of the provisions in this Appendix "B" are found to be in conflict with the Collective Agreement, it is agreed that the provisions of Appendix "B" shall govern.

The following conditions shall apply only to employees engaged as cleaners.

#### Shift Premium

In lieu of shift premium, the lunch period taken by Group 3 Cleaners on shift work shall be paid by the Employer.

#### Week-end Premium

Cleaners Group 1 and 2 assigned to work Saturday and/or Sunday will receive a premium of \$2.00 per hour worked when not being paid at overtime rates. There will be no pyramiding of rates or premiums.

Cleaners Group 3 assigned to work Saturday and/or Sunday will be paid for the one-half (1/2) hour lunch period when not being paid overtime rates.

## Temporary Assignments/Cleaners

An employee in the Cleaning Department assigned to **temporarily perform** the regular duties of a higher classification will be entitled to be paid at the higher fate for such classification for the term of assignment. Such temporary assignment **shall** not **result** in seniority bumping of any employee holding **the** same classification on a regular basis.

## Wage Rates and Classifications

I. During the lifetime of this Agreement, the Employer agrees to pay and the Union agrees to accept the wage rate as set out below:

(a)	CLASSIFICATION	WAGE RATE
	Group 1	\$19.06
	Group 1A	21.04
	Group 2	14.43
	Group 3	10.24

A casual employee will be eligible to enter the Group 3 classification following the completion of 600 hours worked in a contract year. The accrual of hours worked will begin on May 1st each year. Upon entry into Group 3 an employee will be entitled to all rights under the collective agreement.

(b) When a vacancy occurs in any of the above classifications, an employee with the most seniority and who has the ability and skill to perform the work in the classification, will be given the opportunity to apply for the job.

## Casual & Student Employees

(a)	CLASSIFICATION	WAGE RATE
	Casual (operating group I equipment)	\$13.34
	Casual	\$9.71
	Student (under age 18)	\$6.40
	Student (age 18 or over)	\$6.85

The maximum number of hours per week for students and casual employees shall be forty-four (44).

The maximum number of hours per day shall be nine (9) hours per day for four (4) days and a maximum of eight (8) hours for one (I) day.

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All hours worked in excess of nine (9) hours per day and forty-four (44) hours per week shall be paid for at

time and one-half the regular day shift rate.

In order to provide employment for students, the Parties agree that up to a maximum of three (3) students

per five (5) employees may be hired during the Exhibition, provided they become a member of the Union.

Casual employees will be paid ten per cent (10%) of their wages in lieu of Statutory Holiday pay and

Vacation pay.

Student employees shall receive vacation pay entitlement as per employment standards at the time of

normal payment of wages.

No Welfare and Pension contributions shall be made for student and casual employees.

Heavy Duty Cleaning

The parties acknowledge and agree that the hereinafter described work and job classifications forming part

of this Agreement are provided as a guide in identifying the various jobs normally existing in the

Company, which shall be performed primarily by employees in the Bargaining Unit.

The following definitions shall be a system of classifications to establish rates in each group.

Group 1 - Wage Rate: \$19.06 per hour

Employees who in addition to the requirements in Group 2 must perform any of the functions and/or

operate the equipment specified below:

Operator of Trailer Compactor and GRD Hydraulic Loader

Sani-Van operator - inside and outside

Class D Street Sweeper - inside and outside

Auto scrub machines

Front End Loader - Massey type

Operations/506

## **Bobcat Operator**

Flusher Operator

Stockroom

## Group 1(A) - Wage Rate: \$21.04 per hour

Employees who:

Drive equipment which requires a class "A" Licence.

## Group 2 -Wage Rate: \$14.43 per hour

Employees who perform the following functions:

Operate a small scrub machine - walk behind

Tractor driver

Operate small front end loader

**Shampoo Carpets** 

Operate Small Sweeper - rider

Stripping/Sealing of floors

Window cleaning requiring use of high reach equipment

Vacuuming - shows (Includes walk behind type and supersucker) **Does** not include upright type vacuum)

Operate Steam Machine

Operate a Blower

Heavy mopping

Group 3 -Wage Rate: \$10.24 per hour

Employees who perform the following functions:

Washing of garbage containers

Relocating/distribution of garbage containers

Washroom attendant

Pick-up. rake or sweep garbage

Cleaning of washroom

Light mopping

Tractor helper

Office cleaning including vacuuming

Sani-van helper

Cleaning of light fixtures, general signs (ie: Exit signs etc.)

Washing walls

Washing walkways

Vacuuming exhibit booths (upright vacuum pnly)

If an employee is transferred from one classification to another, he shall receive the rate of the group to which he is transferred.

Should an employee return to his former position or should the Employer determine that the employee is not able to perform the job with reasonable competence, then the employee may be returned to his former position.

#### APPENDIX "C"

## LABOUR MANAGEMENT COMMITTEE

The parties agree to hold joint **labour/management committee** meetings at least every month, or as the parties otherwise agree is necessary, in order to **constructively** discuss and attempt to resolve any problems arising during the life of the Collective Agreement. There shall be a maximum of three employee representatives of the Union or two employees and a Union representative and three **members** of the Employer. The employee representatives shall not suffer a **loss** of pay for time spent in the meeting.

Any concerns or items that either party wishes to discuss with the other party **should** be presented in writing to the other party at least seven (7) calendar days prior to the meeting.

#### LETTER OF UNDERSTANDING

#### between

#### THE BOARD OF GOVERNORS OF EXHIBITION PLACE

and

#### LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 506

## RECALL PROCEDURE

It is agreed that the recall to work for laid off employees shall be done in the order of seniority on a divisional basis as per the collective agreements (Operational and Stadium Divisions).

It is further agreed that the **recalls** to work shall be made between the hours of 8:00 a.m. and 2:00 p.m. of the regular work day Monday through Friday inclusive. The employee will be given until 2:00 p.m. to confirm whether or not he or she can return to work for that call. If the employee fails to return the call or cannot be contacted the employer may fill any outstanding position starting at 2:00 p.m. with a laid off employee on the basis of seniority. Employees laid off on a seasonal basis shall be given ample notice and response time for the first recall in the new season.

Emergency recalls to work in either division are exempt from the provision but shall be carried out in order of seniority.

SIGNED THIS SECONDAY OF

LABOURERS INVERNATIONAL UNION OF

NORTH AMERICA, LOCAL 506

THE BOARD OF GOVERNORS OF

**EXHIBITION PLACE** 

November 27, 1996

Labourers International Union of North America Local Union **506** 3750 Chesswood Drive Downsview, Ontario M3J 2W6

Attention: Mr. Nick Barbieri

Subject: Cleaners Guarantee

Dear Nick,

During the round of negotiations to conclude the collective agreement between the Board of Governors and the Labourers Local 506 covering the period April 1, 1996 to March 31, 1997 the following work guarantee was agreed to in exchange for the restructuring of Appendix "B" work classifications.

The Board of Governors will provide 49 (forty-nine) weeks of work to the following people from the seniority list. These individuals will be required to take 3 (three) weeks vacation as noted in clause 15.02 of the collective agreement.

4 (four) group 1 employees

Bento Soares Gord Johnston Antonio DaSilva Alvaro Cruz

2 (two) group 1A employees

Frank **Tantalo** Steve Murphy

2 (two) group 3 employees

Domingo Rodrigues (paid at grp 2) Steve Sutman (paid at grp 2)

The Board of Governors will provide 45 (forty-five) weeks of work at three days per week in cleaning and two additional days work in trade and consumer shows where possible on the understandingthat these individuals will be scheduled for trade show work prior to other individuals on the seniority list who may have greater seniority. Additionally these named individuals will not be subject to seniority bumping from the office cleaning function.

These employees will be required to take 3 (three) weeks vacation as noted in clause 15.02 of the collective agreement.

3 (three) group 3 employees

Fernando Dores (paid at grp 1) Nadine Powless (paid at grp 2) Maria Linhares (paid at grp 2)

The cleaners who are presently assigned to office and are Group 3 employees on the seniority list will continue to be paid at the Group 2 rate as long as they remain in their current positions. The Group 1 employee will continue to receive the Group 1 rate as long as he remains in his current position.

Replacement office cleaners whether temporary or permanent will receive the Group 3 rate of pay for office cleaning. The one exception to this will be Sandy Maderiros who is currently replacing Domingo Rodrigues, she will continue to be paid at the Group 2 rate as long as she remains in the position replacing Domingo Rodrigues.

Yours truly,

Millian

人工.A. **Ervin** Director, Human Resources

November 27, 1996

Labourers International Union of North America Local Union 506 3750 Chesswood Drive Downsview, Ontario M3J 2W6

Attention: Mr. Nick Barbieri

Subject: Grandfathering of Cleaners (office)

Dear Nick,

During the negotiations for the restructuring of Appendix "B" of the collective agreement the job of office cleaning was placed in Group 3. Currently there are three group 3 employees receiving group 2 rates of pay for this function, one group 2 receiving the group 2 rate of pay and one group 1 employee who is paid at the group one rate of pay.

It is agreed that the current employees performing the function of office cleaning will continue to receive the rate of pay that they are currently receiving so long as they remain in the capacity of office cleaner. Should they leave the position of office cleaner they will be paid the rate of pay for the class of work they perform.

When any of the noted individuals are replaced due to an unscheduled absence or during vacation periods the replacement cleaner will be paid at the group 3 rate of pay.

Should any of the noted individuals permanently leave one of the positions then the replacement will be paid at the group 3 rate of pay.

Should you require further information in this matter please feel free to contact me at your convenience.

Yours truly,

A-T.A. Ervin

Director, Human Resources

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#### LETTER OF UNDERSTANDING REGARDING LEASES

#### **BETWEEN**

## THE BOARD OF **GOVERNORS OF** EXHIBITION **PLACE** ("Employer")

and

## LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 506 (the 'Union?

- 1. The parties agree that the policy attached hereto as Appendix 1 (the 'Policy") will be issued by P. Moore, Chief General Manager, of the Board of **Governors** to all General Managers of Exhibition Place, and that the leases entered into by the Employer from and after December 31, 1991, shall be in accordance with the Policy.
- 2. The Employer agrees that, where violations of the Policy are observed by, or brought to the attention of the Employer, the Employer will make every effort to recover from the responsible lessees all losses suffered by the Union and its members. The Employer will compensate the Union for these losses if recovery is made from any lessee.
- 3. The parties recognize and agree that this Letter of Understanding and its appendices form part of the collective agreement and therefore are subject to the grievance and arbitration provisions of the collective agreement, subject to the limitations of paragraph 7 of this Letter of Understanding.
- 4. The parties agree that individual Exhibitors, operating as a "Family Enterprise" will not be governed by the Policy. However, if in the operation of the Exhibit any Exhibitor hires personnel who are not relatives of the Proprietor to do work covered by this collective agreement, coming under the jurisdiction of Local 506, then this work will be covered by the Policy.
- 5. The parties agree that individual exhibitors, other than those referred to in section 4, shall have the right to utilize their own exhibit staff to perform minor cleaning of their booth at the end of each day. Additionally, such exhibitors may perform minor material handling functions with their own exhibit staff when power equipment is not required.
- 6. New Events (which are not trade and consumer shows) will be covered by the Policy. However, the parties will discuss them, and the Union will show flexibility to ensure promotion of same.
- 7. The Union agrees that the Employer shall not have any monetary liability and shall not be subject to any monetary claims or monetary relief grievances with respect to any violation of the Policy by the Employer up to and including October 15, 1992. However, the Employer will be liable for monetary claims or monetary relief grievances for violations of the Policy by the Employer after October 15, 1992, notwithstanding any provision of any lease, contract or arrangement between the Employer and the third party.

- a. The Union and the Employer agree that this Letter of Understanding and its appendices maintain the status quo with respect to work jurisdiction.
- 9. This Later of Understanding may be terminated in accordance with the Termination agreement attached hereto as Appendix "2".

SIGNED THIS \_\_\_\_\_ day of June, 1998 at Toronto.

The Board of Governors' Exhibition Place

Labourers' International Union of North America, Local 506

#### **APPENDIX 1**

#### **MEMORANDUM**

TO. All General Manager, Exhibition Place

FROM: Peter Moore, Chief General Manager

DATE: September 30, 1991

SUBJECT: Use of Labourers' Union During Trade Shows

This will confirm the policy with respect to the use of members of the Labourers' International Union of North America Local **506 for** trade and consumer shows at Exhibition Place.

It is the general policy of the Board of Governors of Exhibition Place that we operate as a unionized, Labourers' Union trade show site. Please therefore ensure that our Trade show leases provide that any work performed by or on behalf of the lessee corning within the jurisdiction of the Labourers' Union shall be performed by companies bound to a collective agreement with Labourers, Local 506.

For the purpose of clarity the following work, but not limited to the following, comes within the jurisdiction of Local 506:

all material handling;

- cleaning;
- erection, dismantling, decorating and setting up of trade and consumer shows, exhibits and displays and all related work within the Union's jurisdiction.

Please take the appropriate steps to ensure that this policy is followed.

Chief General Manager

Mr. Warrett

#### **APPENDIX 2**

## TERMINATION AGREEMENT

#### BETWEEN:

THE BOARD OF GOVERNORS OF EXHIBITION PLACE (the 'Employer")

and

## LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 506 (the "Union")

- 1. The Employer and the Union agree to meet in November and December 1992 to review the impact of the changes relating to the provisions of the Collective Agreement listed in paragraph 2(b) below which have been negotiated for inclusion in the new Collective Agreement for the term April 1, 1997 to March 31, 1998 ("the New Collective Agreement").
- 2. The Employer and the Union agree that if either party, in its sole discretion, is dissatisfied with the results of the said changes to the New Collective Agreement, it may, on or after October 15, 1992 and not later than thirty (30) days prior to the delivery of notice to bargain pursuant to Article 1.02 of the New Collective Agreement, by notice in writing to the other party terminate the following agreements and understandings:
  - the Letter of Understanding Regarding Leases to which this Termination Agreement is appended. including all appendices thereto;
  - subject to the remaining provisions of this Termination Agreement, the revisions to the following articles agreed upon in the New Collective Agreement:
    - Article 9 Hours of Work
    - Article 10.02 Work Schedules
    - Article 11 Shift Work
    - Article 12 Overtime
    - Article 13 Holiday
    - Article 19 Bereavement Pay

- e Saturday/Sunday Premiums (in Appendix B)
- Lead Hand Premium (in Article 31)
- Foreman Premium (in Article 31)
- Driver's 'Class A" Licence Rate (in Appendix B)
- Student Ratio (in Appendix A)
- Letters of Understanding
  - Contracting Out (Construction work)
  - Cleaners' Scheduling

If notice of termination is provided, all of the agreements described in clauses 2(a) and (b) shall be terminated.

- 3. If either party provides notice of termination in accordance herewith the parties shall meet forthwith and negotiate in good faith regarding the articles and subject matters described in paragraph 2(b) above. If no agreement is reached within thirty (30) days after receipt of such notice **d** termination regarding the said articles and subject **matters**, the relevant clauses with respect thereto contained in the Collective Agreement which expired April 30, 1991 shall become effective upon the thirtieth (30<sup>th</sup>) day. The revised clauses contained in the New Collective Agreement shall remain in effect until the thirtieth (30<sup>th</sup>) day or until such other date as the parties may agree in writing.
- 4. It is further agreed that. notwithstanding any notice to terminate provided in accordance with this Termination Agreement, the following work will remain subject to the revised terms contained in the New Collective Agreement, unless the parties agree otherwise:
  - (a) work pursuant to any contract entered into by the Employer with respect to a trade show or event that will be held and completed prior to January **31**, 1993; and
  - work in relation to any new trade and consumer show not previously held at Exhibition Place for which the Employer enters into a contract prior to receipt of a notice to terminate in accordance with this Termination Agreement, regardless of when such new trade and consumer show is held and completed (provided however that this applies to only the first run of any show which is contracted to have more than one run).
- 5. It is understood and agreed that the New Collective Agreement shall continue in effect until its expiry date of March 31, 1998 notwithstanding any notice to terminate served in accordance with this Termination Agreement.

- 6. A notice to terminate provided in accordance with this Termination Agreement is effective if it is served in person or by registered mail to the following:
  - (a) in the case of a notice provided to the Employer:

Ms. Dianne Young
Acting General Manager
The Board of Governors of Exhibition Place
Exhibition Place
Queen Elizabeth Building
Toronto, Ontario M6K 3C3

(b) in the case of the Union:

Business Manager Labourers' International Union of North America, Local **506** 3750 Chesswood Avenue North York, Ontario M3J 2P6

#### **APPENDIX 3**

## BETWEEN

## THE BOARD OF GOVERNORS OF EXHIBITION PLACE (the "Employer")

and

## LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 506 (the "Union")

The Policy Letter attached as Appendix 1 to the Letter of Understanding does not apply to leases between the Employer and lessees in respect of the following events:

- (a) Molson indy
- (b) Canadian National Exhibition
- (c) Carabana
- (d) CHIN Picnic
- (e) Quarterama
- (f) R.A.W.F.
- (g) Chanty Events
- (h) Non-profit Events
- (i) Canadian Kennel Association

However, any work performed for these events by the Employer which is within the jurisdiction of the Union, shall continue to be performed by the Union's members under this Collective Agreement. The Employer will make every effort to get this work.

#### **APPENDIX 4**

#### **RE:** Hours of Work and Overtime

- 1. It is agreed that the senionty list attached hereto and dated October 4, 1991 is complete and accurate.
- During the life of this Collective Agreement (April 1, 1997 to March 31, 1998) the Employer agrees to provide 37.5 regular hours of work per week to those employees shown in positions one (1) through twenty (20) on the seniority list. (The 37.5 hours per week will include hours that the employee is off work due to Statutory Holidays and vacation days up to three weeks).
- 3. The parties agree that when overtime is required, preference for overtime shall be given to those employees as noted in paragraph 2 above. During the calendar year 1997, the combined overtime payment for the employees noted in paragraph 2 above, together with overtime payments to other employees as a result of refusals to work overtime by personnel covered by paragraph 2, shall be a minimum of \$75,000 per annum.
- 4. The seniority list shall be revised and then frozen as of January 1 and July 1 each year.
- 5. The Union shall be provided with a listing of all overtime earned under paragraph 2 and 3 above.

#### **TER OF UNDERSTANDING**

#### **BETWEEN**

THE BOARD OF GOVERNORS OF EXHIBITION PLACE (hereinafter referred to as "the Employer")

and

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 506 (hereinafter referred to as "the Union")

The Employer and Union agree as follows:

- 1. The Employer and Union agree that this Letter of Understanding is incorporated into and forms part of the Collective Agreement between the Employer and the Union which is in force and effect from April 1, 1997 until March 31, 1998.
- 2. The Employer agrees that all construction work coming within the jurisdiction of the Union shall only be contracted or subcontracted to contractors who are in contractual relations with the Union.
- 3. The term of this Letter of Understanding shall be from April 1, 1997 until March 31, 1998. The Employer shall not seek to make the term of this Letter of Understanding or any of the contents thereof the subject of negotiations or to seek any changes thereto prior to March 31, 1998 except with the Unions consent in writing.

DATED at Toronto this ... day of June, 1998.

FOR THE UNION:

**FOR THE EMPLOYER:** 

## **EXHIBITION PLACE LABOUR DEPARTMENT SENORITY LIST**

## **JANUARY 1, 1998**

1.	Angie Celli June 23,	1958
2.	Ron Mandziak February 9,	1974
3.	Charlie Henderson May 11,	
4.	Jim Henderson June 5,	1976
5.	Darren Kahn April 13,	1978
6.	Jim MacKay June 6,	1978
7.	Jim Pasch July 10,	1979
8.	George Froude February 4,	1981
9.	Brian Hardy March 6,	
10.	Chuck Henderson July 7,	
11.	Mark Gamelin July 27,	
12.	Max Brinco February 24,	1983
13.	Peter Petsopoulos June 20,	1983
14.	Tony Amato July 26,	
15.	Simon Rainford July 17,	
16.	Rudy McPherson June 12,	
17.	Peter Fuller June 28,	
18.	Bill Hopkins July 4,	
19.	Rick Zaugorodni July 4,	
20.	Mike Sgouraditis September 5,	
21.	Mike Everett October 20,	
22.	Barry Bolton October 25,	
23.	Jim Brough October 31,	
24.	Luis Paiva July 19,	
25.	Spiro Sgouraditis July 20,	
26.	Jim Prince May 1,	
27.	Garry Griggs May 1,	
28.	Frank Bertucci May 1,	
29.	Adam Persi May 1,	
30.	Joe Robichaud	
31.		
32.		
	Valdimar Augusto May 1,	
34.		1989
35.		
36.		
37.		
38.		
39	Desmond Broadley	1992