MEMORANDUM OF AGREEMENT

B E T W E E N:

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, LOCAL 58

(the "Union")

and

BOARD OF GOVERNORS OF EXHIBITION PLACE

(the "Employer")

WHEREAS the Union and the Employer are parties to a Collective Agreement, including various Appendices and Letters of Understandings attached thereto, covering stage employees working for the Employer on Exhibition Place grounds that expired on December 31, 2017 (hereinafter referred to as the "Expired Collective Agreement");

AND WHEREAS the Union and the Employer have engaged in bargaining for a renewal of the Expired Collective Agreement;

NOW, THEREFORE, subject to the successful ratification of this Memorandum of Agreement by the Union membership and the principals of the Employer, the Union and the Employer agree to renew the Expired Collective Agreement in accordance with the following terms:

1. The Expired Collective Agreement shall be renewed as amended in accordance with the terms of this Memorandum of Agreement and the agreed upon amendments thereto as set out in the attached Schedule "A" (hereinafter referred to as the "Renewal Collective Agreement").

2. The term of the Renewal Collective Agreement shall commence upon ratification by the Union membership and shall terminate on the December 31, 2021.

3. Provided the Renewal Collective Agreement is ratified by the Union membership and the principals of the Employer, the hourly and performance rates set out the Expired Collective Agreement shall be increased on a compounded basis as follows:

    a. upon ratification, by 1.25% retroactive to January 1, 2018;

    b. by 1.25% effective January 1, 2019;

    c. by 1.25% effective January 1, 2020; and

    d. by 1.25% effective January 1, 2021.

    Provided the Renewal Collective Agreement is ratified by the Union membership and the principals of the Employer, a 1.0 % lump sum payment shall be paid to Housepersons and stage employees that have worked a minimum of 50 hours between January 1 and July 20, 2018, to be calculated on the gross earnings between January 1 and July 20, 2018

4. For clarity, further to paragraph 3 a above, provided the Renewal Collective Agreement is ratified, the Employer shall pay employees that have worked at Exhibition Place between January 1, 2018 and the date of ratification a retroactive wage increase in the form of a lump sum payment equal to 1.25 % of wages and benefits earned by each stage employee between January 1, 2018 and the

date of ratification, less statutory deductions provided the retroactive wage increase due to a stage employee is not less than $10.00.

5. Ratification of the Renewal Collective Agreement shall occur as quickly as possible. Each party shall advise the other of the results of any such ratification in writing.

6. Housepersons shall return to work one week following the full ratification of the Renewal Collective Agreement. The Union shall commence referring members for employment with the Employer commencing the day following full ratification of the Renewal Collective Agreement.

7. No employees shall be subject to discipline for any conduct in connection the labour dispute between the Union and the Employer nor denied the ability to accept a work referral with the Employer.

Signature For the Union Print Name: Justin Anthemis	Nov 14/18 Date
Signature For the Union Print Name: Nelson Robinson	Nov 14/18 Date
Signature For the Union Print Name: Mike Ellenton	Nov 14/18 Date
Signature For the Union Print Name: Mark Goldenberg	Nov/4/18 Date
Signature For the Union Print Name:	Nov. 14/18 Date
Signature For the Employer Print Name: Ron Mills	Nov 14/18 Date
Signature For the Employer Print Name:	Nov 14/2018 Date
Signature For the Employer Print Name: Jayne Allan	November 14, 2018 Date

SCHEDULE "A"

The Expired Collective Agreement shall be amended as follows:

1. Article 2 - Access to Premises

2.03 The Employer recognizes the right of the Union to appoint one (1) steward and one (1) alternate steward under this Agreement. The alternate steward shall only act when the steward is not available. The Union shall provide the Employer with written notice of the appointment of the steward and the alternate steward. The Union and the stewards agree that stewards have assigned duties to perform on behalf of the Employer. The Union agrees that its Officers, stewards and Business Agent shall not interfere with the progress of the work and, without limiting the generality of the foregoing, shall not interrupt the performance of the work assigned by the Employer to address employee grievances without prior approval of the on-duty Co-ordinator, which shall not be unreasonably withheld. In addition, the Union agrees that its Officers, steward and Business Agent shall not interfere with the work activities of others and that its Officers, steward and Business Agent will comply with all applicable access requirements. The stewards shall not suffer a loss of wages while performing steward duties during regular working hours, and in accordance with this provision.

2. Article 5 - Hours of Work

5.1 For the purposes of pay computation, the work week will commence at 00:01 hours Sunday and conclude at 24:00 hours the following Saturday.

5.3 Delete existing language in Article 5.3 and replace with:

Hours worked by a stage employee in excess of eight (8) hours, including time worked on performance calls, on each day, Sunday through Saturday, shall be paid at one and one-half times (1 ½) the straight time hourly rate.

5.5 Delete existing language in Article 5.5 and replace with:

Hours worked between 00:01 and 07:00 hours, Sunday through Saturday, including performance calls, shall be paid at one and one-half times (1 ½) the straight time hourly rate or performance rate, whichever is applicable.

5.6 Delete existing language in Article 5.6 and replace with:

Where a stage employee has been called by the Employer to work six (6) and/or seven (7) days in a row, the hours worked on the sixth 6th and seventh (7th) day shall be paid at one and one-half times (1 ½) the straight time hourly rate or performance rate, whichever is applicable. Provided the Employer gives the Union written notice of the stage employees who are approaching their sixth (6th) or seventh (7th) consecutive day worked by no later than 8:00 a.m. on the day before the sixth (6th) or seventh (7th) day work call, the Union shall not refer a stage employee to work on a sixth (6th) and/or seventh (7th) consecutive day without the Employer's express approval.

5.7 Delete existing language in Article 5.7 and replace with:

There shall be no pyramiding of overtime.

5.8 Delete existing language

3. Article 6 – Breaks

6.2 Delete existing language in Article 6.2 and replace with:

Should a meal break of less than one (1) hour occur, stage employees shall be supplied with food and beverage at the Employer's expense and the Employer will allow one-half (1/2) hour to eat. Meal breaks of less than one (1) hour duration will only occur after prior agreement between both the Employer and the Crew Chief or designate. The food supplied should be adequate and the same type of food shall not be supplied at two consecutive meal breaks. Where a meal break of less than one (1) hour occurs and a stage employee is not supplied with food and beverage at the Employer's expense, then the Employer shall pay the stage employee an additional one (1) hour's wages at the straight time hourly rate.

4. Article 7 – Minimum Call

7.2 Delete the existing language in Article 7.2 and replace with:

The commencement time for calls can be staggered in accordance with the Employer's operational needs. The Employer may break the crew at minimum call. The minimum call for stage employees, and excluding a performance call, shall be four (4) hours in circumstances where the stage employee is being paid at a premium hourly rate but in all other circumstances, the minimum call shall be four (4) hours unless it is the stage employee's only call of the day, in which case the minimum call shall be five (5) hours. A call shall continue until the stage employee has had an unpaid break in excess of two (2) hours. The Employer shall not break an employee in excess of one (1) hour, unless there is at least two (2) hours work for the employee following the break.

7.4 Delete the existing language in Article 7.4 and replace with:

The Employer has the right to assign additional work tasks for the same event to a stage employee during his/her minimum call. Any such assigned work does not attract a separate minimum call.

7.5 Delete Article 7.5

7.6 Delete Article 7.6

7.7 Renumber Article 7.7 to Article 7.5.

5. Article 8 – Performance or Rehearsal

8.2 The performance call may be extended for a maximum of one (1) hour before or up to two (2) hours after the performance for any purpose. All extensions to the performance call shall be paid at the applicable rate.

6. Article 11 – Statutory Holiday

11.1 Delete the existing language in Article 11.1 and replace with:

The following holidays shall be deemed to be Statutory Holidays for the purpose of this Agreement.

New Year's Day	Canada Day	Labour Day
Good Friday	Civic Holiday	Christmas Day
Victoria Day	Thanksgiving Day	Boxing Day
Family Day		

It is agreed that any regular wages for a Statutory Holiday to which a stage employee may be entitled under the Employment Standards Act, 2000 are included in the stage employee's vacation pay.

7. Article 12 – Load Outs

12.1 Delete the existing language of Article 12.1 and replace with:

A load-out shall be the subject of a minimum call unless a load-out can be completed as part of the extension to the performance call contemplated in Article 8.2. A load out shall also be subject to a minimum call when a fresh crew has been added to perform the load-out.

8. Article 14 – Benefits

14.8 The Employer health and welfare contribution contemplated in Article 14.8 shall be corrected to read seven and one-half (7.5%) percent of a stage employee's gross earnings.

8. Article 17 – Housepersons

17.1 The existing language in Article 17.1 shall be deleted and replaced with:

Exhibition Place agrees to employee two (2) stage employees as Housepersons to work a continental work week and guarantees that each position will be assigned at least one thousand six hundred and eighty (1,680) hours of work per calendar year. Hours of work for the purpose of calculating the guarantee shall include hours paid under a minimum call and deemed hours under a performance call, but hours worked at one and one half (1 ½) times the straight time hourly rate shall be computed as one hour for each hour worked.

17.2 The existing language in Article 17.2 shall be deleted and replaced with:

Exhibition Place may assign a Houseperson to work throughout Exhibition Place, including work on any call for an event. Work schedules will be posted at least two (2) weeks in advance, provided that changes to the posted schedule can be made on one week's notice. If the Houseperson is not available to work their assigned schedule, then hours worked by a call-in replacement shall be counted as worked hours against the annual guarantee. Where a Houseperson position becomes vacant, the position will be posted and applicants interviewed. Exhibition Place has the right to name hire Housepersons.

17.3(g) The existing language in Article 17.3(g) shall be deleted and replaced with:

Straight time hours worked between 00:01 and 07:00 hours, Sunday through Saturday, shall be paid at one and one-half (1 ½) times the straight time hourly rate.

17.4 The existing language in Article 17.4 shall be deleted and replaced with:

This provision does not apply to those Housepersons currently assigned to Medieval Times, Liberty Grand, Toronto Event Centre and Coca-Cola Coliseum/BMO Field.

9. Article 18 – Third Party Use of the Grounds of Exhibition Place

18.1(a) The Employer will not rent, lease, license or otherwise permit a third party to perform work on the Grounds of Exhibition Place that would fall under the jurisdiction of the Union under this Agreement unless the work is performed by stage employees under this Agreement or is performed by an entity bound to a collective agreement with the Union [existing language].

18.1(b) Notwithstanding Article 18.1(a), a renter, lessee, licensee or any other third party on the Grounds is not obligated to utilize stage employees under this Agreement in the following circumstances:

(i) weddings at locations other than the Beanfield Centre, the Enercare Centre, the Better Living Centre and the Queen Elizabeth Exhibit Hall;

(ii) any audio/visual work associated with amusements, carnival rides and/or parade floats;

(iii) any audio/visual recording and/or broadcast work in connection with a permanent automated audio/visual room;

(iv) audio/visual recording and/or broadcast work in connection with live and/or live to tape broadcast events for television or streaming audience, other than as described in Article 19.2;

(v) any audio/visual and/or broadcast work performed inside a mobile broadcast truck;

(vi) the plug-in and playing of electronics into existing house systems in rooms that does not require substantial technical support;

(vii) any single person set-up and/or audio operation work in connection with a "plug and play disc jockey" performed by the disc jockey(s) themselves; and/or

(viii) any set-up and/or audio operation work in connection with plug and play audio equipment performed by the musician(s) themselves.

Business Functions

18.2(a) For the purposes of this Article, "business functions" shall be defined as third party meetings, presentations, seminars, conferences, conventions, gala and/or similar events but does not include trade or consumer shows.

18.2(b) Stage employees shall be engaged for all load-in, set-up and tear-down of all props, sound equipment, lighting equipment, video equipment, staging and/or theatrical equipment associated with the business functions.

18.2(c) Stage employees shall be engaged to perform the following functions in connection with the business functions:

deck hand, follow spot, audio hand, lighting hand, video hand, forklift operator, high reach operator, fly person, rigging, carpentry and utility functions.

18.2(d) The Employer shall have the ability to assign any stage employee who has reported to work in connection with a corporate function to perform meaningful work as determined by the Employer. Subject to paragraph 18.2(f)(v), in the absence of any meaningful work for a stage employee assigned the work identified in Articles 18.2(b) and (c), the Employer may release a stage employee provided the stage employee receives payment for his/her minimum call in accordance with this Agreement.

18.2(e) For the purposes of Article 18.2(f), "operator positions" shall be defined as:

(i) Lighting Board Operator
(ii) FOH Sound Board Operator
(iii) Monitor Board Operator
(iv) Multi Media Operator
(v) Camera Operator
(vi) Pyrotechnical Operator and Technician
(vii) Video Operator Positions
(viii) Automation Operator

18.2(f) Notwithstanding anything to the contrary in Article 18.1(a), a third party is not obligated to utilize stage employees to perform any specific operator positions in connection with a business function on the Grounds of Exhibition Place subject to the following conditions:

(i) the portion of the business function is being held in an event space that exceeds 5,000 square feet. This condition does not apply to the second floor meeting rooms at the Beanfield Centre;

(ii) union dues are remitted to the Union on all wages paid by the third party to the non-Union operators at rates set by the Union from time to time;

(iii) the third party complies with the following non-Union operator to stage employee ratios:

Non-Union Operators	Stage Employees
1	1
2	1
3	1
4	2

5	3
6	3
7	4
8	4
>8	5

(iv) when stage employees are so engaged in accordance with the ratios set out in Article 18.2(f)(iv), they shall be paid at the Head Rate contemplated in this Agreement and assigned to perform such work duties as determined by the third party or the Employer; and

(v) the number of stage employees contemplated in Article 18.2(f)(iv) may not be reduced by more than one (1) for the duration of the business function and shall never drop below one (1) stage employee.

Travelling Events

18.3(a) For the purposes of Article 18.3, a "travelling event" shall be defined as a third party theatrical production, concert, trade or consumer show and/or similar event that is held in more than one venue with one or more operators travelling with the event.

18.3(b) Stage employees shall be engaged for all load-in, set-up and tear-down of all props, sound equipment, lighting equipment, video equipment, staging and/or theatrical equipment associated with the travelling event.

18.3(c) Stage employees shall be engaged to perform the following functions in connection with the travelling event:

deck hand, follow spot, audio hand, lighting hand, video hand, forklift operator, high reach operator, fly person, rigging, carpentry and utility functions.

18.3(d) For the purposes of Article 18.3 (a), operator positions shall mean:

(i) Lighting Board Operator
(ii) FOH Sound Board Operator
(iii) Monitor Board Operator
(iv) Multi Media Operator
(v) Camera Operator
(vi) Pyrotechnical Operator and Technician
(vii) Video Operator Positions
(viii) Automation Operator

18.3(e) The Employer shall have the ability to assign any stage employee who has reported to work in connection with a travelling event to perform meaningful work as determined by the Employer. Subject to paragraph 18.3(f)(iv), in the absence

of any meaningful work for a stage employee assigned the work identified in Articles 18.3(b) and (c), the Employer may release a stage employee provided the stage employee receives payment for his/her minimum call in accordance with this Agreement.

18.3(f) Notwithstanding the language in Article 18.1(a), a third party is not obligated to utilize stage employees to perform any operators' positions provided all of the conditions are met:

(i) union dues are remitted to the Union on all wages paid by the third party to the non-Union operators at rates set by the Union from time to time;

(ii) the third party complies with the following non-Union operator to stage employee ratios:

Non-Union Operators	Stage Employees
1	1
2	1
3	1
4	2
5	2
6	2
7	3
8	4
>8	4

(iii) when stage employees are so engaged in accordance with the ratios set out in Article 18.3(f)(iii), they shall be paid at the Head Rate contemplated in this Agreement and assigned to perform such work duties as determined by the third party or Employer; and

(iv) the number of stage employees contemplated in Article 18.3(f)(ii) may not be reduced by more than one (1) for the duration of the third party function and shall not drop below one (1) stage employee.

18.4 When reasonable cause exists for Exhibition Place and/or third party to determine a stage employee supplied by the Union is not qualified to perform assigned work, the stage employee may be released from duty by Exhibition Place and/or third party provided the released stage employee is paid for all hours worked in accordance with this Agreement at the time any such determination is made. When Exhibition Place and/or third party does release a stage employee in accordance with this Article, where practical, the Union shall

have an opportunity to find a qualified stage employee replacement. In the event the Union is unable to find a qualified stage employee replacement, Exhibition Place and/or third party may identify and engage a qualified replacement worker from other sources.

18.5 Renumber existing 18.2 to 18.5

10. Article 19 – Guidelines for Recording and Broadcast

The entirety of the existing language in Article 19 shall be deleted and replaced with:

Recording Rate

19.1 Where an event, that is not a performance or a television production, is being recorded, stage employees working the event during the recording shall be paid the recording rate for the duration of the recording, but no less than four (4) hours. For example, on an eight (8) hour call of which two (2) hours are recorded, stage employees would be paid four (4) hours at the recording rate and four (4) hours at the regular rate.

Television Production

19.2 A television production is defined as a live-to-air or recorded event produced primarily for a television and/or streaming audience. On a television production the utility crew and audio-assist crew of the production company will not exceed the utility crew and audio-assist crew supplied by the Union under this Agreement. For clarity, utility and audio-assist work shall include the set-up of utility and audio assist equipment and the running of cables. The recording rate shall be paid for all work performed by stage employees on a television production.

Sporting Event

19.3 Notwithstanding any other provision of this Agreement, where a sporting event is recorded or broadcast, it is agreed that stage employees working the event during the recording shall be paid the recording rate for the duration of the work call.

Broadcast Premium

19.4 Stage employees who work a performance, when the performance is being recorded or broadcast for commercial purposes, shall be paid a broadcast premium of twenty-five (25%) percent, so that they are paid at the rate of one and one quarter (1¼) times the regular performance rate. Commercial purposes are defined as recordings that are intended to result in monetary gain to the producer or client, but do not include recordings for use on social media, for net casting, for web sites where subscription fees are not charged or recordings for which the producer or client does not charge a fee for the recorded product.

Still Photographers, Media AV Operators, Marketing/Public Relations Departments

19.5 Notwithstanding any other provision of this Agreement, still photographers, video and audio operators representing the media or the marketing and public relations departments of the Employer or the marketing and public relations departments of a third party shall be allowed to take photographs, conduct interviews and make recordings of a portion event and/or production for publicity or news purposes without restriction or additional costs.

Archival Recordings

19.6 Notwithstanding any other provision of this Agreement, no premium is payable for archival recordings of an event or performance where the audio is obtained through a feed from the house program sound microphone or by an internal camera microphone and the video is obtained through a feed from one or more fixed video cameras.

11. Article 23 – Grievance Procedure

The entirety of the existing language in Article 23 shall be deleted and replaced with:

23.1 The parties to this agreement recognize the importance of the grievance procedure in the administration of this Collective Agreement.

The following grievance procedure shall apply with the time limits strictly observed as set out by this Article. Time limits in the grievance procedure may be extended by mutual agreement in writing between the Employer and the Union.

STEP 1

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, the matter shall first be referred in writing to the Director of Facility Services, or designate, (and in so doing may have the assistance of the Union Representative if desired) in an attempt to address and alleged, contain a brief statement of facts relied upon, indicate the relief sought.

The Director of Facility Services, or designate, shall respond to the grievance in writing within seven (7) calendar days.

STEP 2

Should the Union be dissatisfied with the disposition of the grievance at Step 1, the Union Representative shall, within ten (10) calendar days of the receipt of the Employer's response at Step 1, or at a time mutually agreed between the parties, meet with representatives of management to discuss the grievance. The grievor may be in attendance at the request of either party. If the Employer and the Union Representative are unable to settle the dispute to their mutual satisfaction, management will respond to the grievance in writing within ten (10) working days of the meeting with his/her decision. Either party may then refer the matter to arbitration as hereinafter provided.

Policy Grievances

23.2 The Union or the Employer may initiate a grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under Article 24 by either the Union in the case of a Union grievance or the Employer in the case of an Employer grievance.

23.3 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedures within the time specified shall be

deemed to have been withdrawn. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union.

12. Article 24 – Arbitration Procedure

A new Article 24 shall be inserted as set out below with necessary modification of the remaining Article numbers in the Agreement:

24.1 If the party with the grievance is not satisfied with the step 2 response, the grievance may be referred to arbitration within ten (10) working days of the step 2 reply.

24.2(a)Grievances submitted to arbitration shall be determined by a single arbitrator.

(b)If the grievance is to be determined by a single arbitrator, the parties shall endeavor to agree on a suitable arbitrator and if no agreement on the appointment of the arbitrator is reached, then either party shall request the Minister of Labour of Ontario, forthwith and in writing, to appoint an arbitrator.

24.3 Each of the parties hereto will bear the expenses single arbitrator and the cost of the room or rooms in which the arbitration is held.

24.4 An Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, amend or omit any provisions of the Collective Agreement.

13. Article 26 – Effective Date and Duration

26.1 The existing language in Article 26.1 shall be deleted and replaced with:

All provisions of this Agreement shall come into force upon ratification and be in effect until December 31, 2021.

14. Memorandum of Agreement Re: Training

A new Memorandum of Agreement shall be added stating:

Memorandum of Agreement
Health and Safety and Customer Service

During the life of this collective agreement, the Union and the Employer agree to jointly establish a health and safety and customer service training curriculum for all crew chiefs and operators working on the Exhibition Place Grounds which shall be delivered to Union members wishing to be engaged by the Employer as a crew chief and/or operator during the life of this collective agreement.

15. Memorandum of Agreement Re: Sports Presentations BMO/Coca-Cola Coliseum

Memorandum of Agreement
Sports Presentations at BMO Field and Coca Cola Coliseum

The purpose of this Memorandum is to ensure sports presentations at BMO Field and the Coca Cola Coliseum are performed professionally by stage employees that: provide continuity through the season; demonstrate competency and familiarity with the sport; and operate efficiently.

To achieve this purpose, and notwithstanding clause 18.1(b), sports presentation work shall be performed by stage employees at BMO Field and Coca Cola Coliseum and the following process will be followed during the term of the collective agreement:

1. Stage employees referred by the Union to work in the positions specified in paragraph 6 below must demonstrate competency for the position, familiarity with the field of play and game flow, and the ability to execute the duties of the position in a cooperative team environment.

2. Stage employees referred by the Union must commit to the entire season including pre-season matches, inter-league matches and post-season play-offs.

3. The tenant/game producer has the sole discretion to demand a replacement for Stage employees that do not meet the requirements of paragraphs 1 and 2 above. Any stage employee replaced in accordance with this paragraph will be released from duty and will not be referred to the tenant for the remainder of the season as defined in paragraph 2.

4. The Union shall supply a qualified stage employee within 24 hours from the request for a replacement.

5. The Union may send a stage employee, including the replaced worker to apprentice with the professional subsequently assigned the work, space permitting. Any stage employee so referred will be at no cost to the Employer, the tenant or the game producer.

6. Positions referred to in paragraph 1 do not include the LED operator and are limited to the following:

    a) Audio mix engineer, A1
    b) Audio assistant engineer, A2
    c) Video shader, colorist
    d) Video camera operator, fixed
    e) Video camera operator, roaming
    f) Video camera assistant / cable page, TVA
    g) Media switcher operator, TD
    h) Multiple input slow-motion replay operator / clip editor
    i) Edited content media playback operator
    j) Graphics / font overlay operator
    k) Media signal interconnect patch engineer
    l) Control Room Utility Technician

8. This Memorandum of Agreement forms part of the Collective Agreement.