

CONFIDENTIAL ATTACHMENT # 1- SCHEDULE A

CONFIDENTIAL INFORMATION OR ADVICE

Confidential Schedule A to Confidential Attachment 1 to the report (August 1, 2019) titled "Proposed Collective Agreement with Labourers' International Union of North America, Local 506 from the Chief Financial Officer and Corporate Secretary, Exhibition Place, made public on August 7, 2019

MEMORANDUM OF AGREEMENT

B E T W E E N:

**BOARD OF GOVERNORS OF EXHIBITION PLACE
(hereinafter the "Employer")**

And

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA- LOCAL 506
(hereinafter the "Union")**

(collectively referred to as the "Parties")

WHEREAS the Union and the Employer are parties to a Collective Agreement effective from April 1, 2016 to March 31, 2018;

AND WHEREAS the parties desire to enter a new Collective Agreement effective April 1, 2018 to March 31, 2021;

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 April 1, 2018 to March 31, 2021 containing all of the terms and conditions contained in the above referenced Collective Agreement which expired on March 31, 2018 with the following amendments:

1. Amend Duration of Agreement to April 1, 2018 to March 31, 2021
2. Add the following Letter of Understanding to the end of Article 3:

Letter of Understanding re Supply of Labourers and Cleaners

WHEREAS the Union and the Employer have identified several concerns in relation to the supply of Labourers and Cleaners;

AND WHEREAS the parties are committed to finding a resolution to the issue of supply and working together in order to address the operational needs of the Employer;

NOW THEREFORE the parties agree as follows:

Labour

Employer Scheduling of Labour

1. The Employer will first assign work to Local 506 for members on the Labourer seniority list by seniority based on qualifications and availability.

Labour Fulfillment through Union Hall

2. In the event the requirements of the Employer are not filled as indicated in number one, the Employer will contact the Union Hall and endeavour to give as much notice as practicable. In any event, the Employer will endeavour to place the call no later than noon Monday to Friday, the day before the shift.
3. The Union will make every effort to supply the Labourers required and will notify the Employer by 4:30 p.m. If the Union continues to try and fulfill the Labour request they shall notify the employer on or before 4:30 p.m. with a final response by no later than 6:00 p.m. the day of the call, whether they will be able to supply the Labourers required.
4. In the event the Union is unable to supply the labour required, or the Union fails to notify the Employer in accordance with paragraph 3 above, the Employer may engage labour from other sources. The Employer will advise the Union of the name of the supplier or other sources if any. In the event that outside sources are utilized they shall be laid off prior to any unionized worker on the Labourers Seniority list or individuals referred by the Union, provided the labourers in question have been engaged on that specific labour call.

After Hours & Real Time Labour Fulfillment

5. Should the Employer learn of the labour requirements outside of the business hours of the Local 506 Union Hall and the employer has exhausted members on the Labourer seniority list, then the Employer may engage labour from other sources. The Employer will advise the Union of the name of the supplier or other sources if any.
6. When the Employer engages labour from other sources in accordance with paragraphs 4 and 5 above, such persons shall be informed by the Employer that it is a condition of employment that they apply and secure membership in the Union upon completion of forty-five (45) days worked within a twelve month period, from the first date of engagement.

Rehiring Former Employees

7. In hiring, when the list of laid-off employees having seniority has been exhausted, the Employer has the option to then rehire former employees no longer included on the Labourer seniority list provided they are members of the Union.

Cleaning

1. The Employer will first assign work to Local 506 for members from the Housekeeping seniority list by seniority, based on qualifications and availability.
2. In the event the requirements of the Employer are not filled by the Housekeeping seniority list, the Employer will offer work to the current casual Housekeeping employees (i.e. as of <insert date of ratification>) based on qualifications, skill, ability and availability.
3. If the Housekeeping requirements have not been fulfilled through number 1 and 2 the Employer may engage workers from other sources. The Employer will advise the Union of the name of the supplier or other sources if any.

The Union and the Employer agree to cooperate in training initiatives directed by the Employer in order to fulfill the mandate established in this Letter of Understanding (LOU). For the purpose of this LOU, the Employer and the Union agree to meet in order to identify training initiatives.

This LOU shall be in force upon ratification and shall supersede article 3.02 for the term of the collective agreement. The parties commit to meet during this period to discuss issues of concern arising out of the LOU and in an effort to resolve the issues.

If the LOU is not renewed, the parties will revert to the processes in place prior to the renewal agreement 2018 – 2021.

3. Amend Article 7 Probationary Period and Seniority as follows:

7.07(a) An Employee will inform Management ~~of their employment elsewhere~~ when they are not available to work in which case the Employer will not call them back. When notified by the employee that he/she is available for recall in accordance with the above, the employee will be placed on the recall list and recalled in order of seniority.

7.07(b) When an employee is recalled for work and is unable to return due to their employment elsewhere, they will be first to be recalled on the next recall providing they are not working at the call and inform the Employer of their availability.

4. Amend Article 12 Overtime – Labour Department as follows:

12:02 Should overtime be scheduled then the Employer shall distribute the overtime as equitably as possible by seniority having regard for skills and qualifications. Further:

- (a) Unscheduled overtime will first be offered to those on 'the call'
- (b) Management will maintain a record of overtime reflecting
 - 1. hours worked and declined
 - 2. opportunities offered on basis of special skills and / or licenses
 - 3. show work versus maintenance versus snow removal
- (c) ~~Emergency~~ Unscheduled call-ins shall not be charged
- (d) Overtime work is to be voluntary provided however, that if sufficient employees who normally perform the work do not volunteer, then the employer shall assign the overtime work.
- (e) Employees who are unavailable or not working during the period when overtime is assigned, will forfeit any claim to the overtime.

The Employer will make available to each Union Steward a recap of the overtime worked in the previous month.

5. Amend Article 14 Payment of Wages as follows:

14.01 All time books are to be closed weekly and employees shall be paid by each Thursday. 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.

Upon ratification, all new employees hired will be paid by way of direct deposit.

6. Amend Article 15 as follows:

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 affecting 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.~~

- a) For employees with 5 years or less vacation pay shall be four per cent (4%) of gross wages earned; the statutory holiday pay shall be six percent (6%) of gross wages earned, for a total of ten percent (10%).
- b) For employees with 5 years or more vacation pay shall be six percent (6%) of gross wages earned; the statutory holiday pay shall be an additional six percent (6%) of gross wages earned, for a total of twelve percent (12%).
- c) 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.

15.02 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.

Provided that the employee requests vacation at least three (3) weeks prior to the proposed vacation date(s), such request will not be unreasonably denied.

7. Amend the title for Article 21 to be **Unscheduled Call-In**

8. Amend Article 22 **Protective Equipment** as follows:

22.01 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 when assigned to work outside. Such special protective equipment shall include but is not limited to rain wear.

9. **Article 26 Welfare:** The parties agree that settlement on wages is on base hourly wage rate and the Union shall notify the employer within thirty days of ratification of what, if any, proportion of the agreed settlement shall be allocated to increase Welfare. (Verbiage not to be included in the collective agreement. Actual changes if any, will be included.)

10. Article 27 Pension: The parties agree that settlement on wages is on base hourly wage rate and the Union shall notify the employer within thirty days of ratification of what, if any, proportion of the agreed settlement shall be allocated to increase Pension. (Verbiage not to be included in the collective agreement. Actual changes if any, will be included.)

11. Amend Appendix B-B1 by adding new clauses (f) and (g) as follows:

(f) Due to the nature of the business, it is understood that the hours of work are based on operational needs, and business demands. As such, the employer cannot guarantee consistent work schedules nor guarantee/limit scheduled hours. In the event of a change of schedule, the Employer will advise employees of the change, as soon as possible.

(g) Should there be a need for a change after the schedule is posted, shifts shall be re-scheduled based on seniority and qualifications. The Employer will advise employees who are not on site of the change.

12. Amend Appendix B-B5 Wage Rates and Classifications: The parties agree to delete the classification of Group 4 and all references and terms including monetary items contained in the collective agreement. The language contained in B7 Cleaning classifications, Group 4 shall be placed under Group 3.

Further amend Appendix B-B5 Wage Rates and Classifications by deleting paragraph (b) and amending paragraph (c).

~~b) Upon ratification of this Collective Agreement renewal (2009): A new Group 4 Cleaner position will be added. The November 1, 2009 rate shall be \$0.50 greater than the Casual rate~~

c) Following the completion of 900 hours in a contract year, persons who are qualified to do Group 3 or above work will be put on the seniority list with their accrual of required hours. ~~Those whose skills do not exceed Group 4 work be put on the seniority list with accrual of required hours. Group 4 Cleaners on the Seniority list will receive the benefit package. Group 3 Cleaners on the Seniority list will not be put back into Group 4.~~

13. Amend Groups 1, 2 and 3 as follows:

Group 1 - 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
Bobcat Operator
Flusher Operator
Stockroom
When using a lift in excess of sixty forty-five feet or more

Group 1(A) - Employees who drive equipment that requires a class "A" Licence.

Group 2 - 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
- Requiring use of high reach equipment 60 less than 45 feet or less
- Vacuuming - shows (Includes walk behind type and super sucker) Does not include upright type vacuum)
- Operate Steam Machine
- Operate a Blower
- Heavy mopping
- Plastic Baler

Group 3 - Employees who perform the following functions:

- Washing of garbage containers
- Relocating/distribution of garbage containers
- Tractor helper
- Office cleaning including vacuuming
- Sani-van helper
- Cleaning of light fixtures, general signs (i.e.: Exit signs etc.)
- Washing walls

- Washing walkways
- Vacuuming exhibit booths (upright vacuum only)
- Washroom Attendant
- Pick-up, rake or sweep garbage
- Cleaning of washrooms
- Light mopping

14. Add Letter of Understanding – Labour Management Committee as follows:

Letter of Understanding – Labour Management Committee

During the course of negotiations, the parties recognized the need to recommit to maintaining the process identified in the Collective Agreement as prescribed in Article 30 – Labour Management Committee, and whereas certain items discussed in negotiations should be dealt with in the Labour Management meeting.

Therefore, the parties agree that within sixty (60) days of ratification they shall hold a joint labour/management meeting.

Thereafter, the Committee shall meet on the dates specified in Article 30.

15. Add Memorandum Item – Seniority List Labourers as follows:

Memorandum Item – Seniority List Labourers

The employer agrees to post eight (8) new seniority positions within three months of the ratification of this collective agreement. Thereafter, the Employer agrees that it shall maintain a seniority list of thirty-five (35) positions throughout the life of this collective agreement through the normal job posting process in accordance with 7.02.

This Memorandum does not form part of the collective agreement.

16. Add Memorandum Item – Seniority List Cleaners as follows:

Memorandum Item – Seniority List Cleaners

The employer agrees to post seventeen (17) new seniority positions within three months of the ratification of this collective agreement. Thereafter, the Employer agrees that it shall maintain a seniority list of seventy (70) positions throughout the life of this collective agreement through the normal job posting process and in accordance with Appendix B5c.

This Memorandum does not form part of the collective agreement.

17. Add Memorandum Item – Vacation Scheduling as follows:

The parties agree to discuss the scheduling of vacation requests at the first Labour Management meeting following ratification of the collective agreement.

This Memorandum does not form part of the collective agreement.

18. Wage Increases

Effective April 1, 2018	1.25%
Effective April 1, 2019	1.25%
Effective January 1, 2020	A one-time wage adjustment to Group 3 hourly rate to \$14.50 per hour
Effective April 1, 2020	1.25%