

EP19.5

CONFIDENTIAL ATTACHMENT 1

CONFIDENTIAL INFORMATION OR ADVICE

The Minutes of Settlement ("MOS") attached as Confidential Attachment 2 to the report from the Chief Executive Officer (dated September 14, 2021), between the following Parties; IATSE Local 58, Overactive Media Corporation ("OAM"), Princes Gates Hotel Limited Partnership ("Hotel X") and The Board of Governors of Exhibition Place, set out various terms and conditions that impact the Board of Exhibition Place and IATSE Local 58 concerning bargaining of the next Collective Agreement. Clause 7 of the MOS is subject to Board approval. Clause 8 details the consequences absent such approval.

Primary Clauses from the MOS – Confidential Attachment 2

Clause 7 of MOS - Local 58 and Exhibition Place will bargain in good faith for a three-year renewal of the Exhibition Place Agreement expiring on December 31, 2021, and any bargaining impasses that may arise in the course of that bargaining shall be referred to interest arbitration before Arbitrator Jesse Nyman at the request of either party and there shall be no strike and/or lockout initiated.

Clause 8 of MOS - It is understood and agreed that the terms set out in clause 7 above are subject to the approval of the Board of Governors of Exhibition Place. If the Board of Governors do not approve the terms set out in clause 7, Local 58 and Exhibition Place shall meet expeditiously to discuss alternative arrangements that are satisfactory to both parties. In the event both parties are unable to reach an agreement on the matters referred to in clause 7 above, these Minutes of Settlement shall be rendered void and of no force and effect. Notwithstanding anything in this paragraph, in the event that the Board of Governors of Exhibition Place do not approve the terms contemplated in clause 7 above, OAM may withdraw from these Minutes of Settlement to pursue alternative sites for the E-Sports Venue. In the event the Board of Governors later approves an agreement, which permits these Minutes of Settlement to be carried through, and OAM had not previously withdrawn, OAM shall be fully bound to these Minutes of Settlement in the same manner as if the Board of Governors had provided approval at the first instance.

Summary of Points from the Minutes of Settlement

- IATSE Local 58 and the Board of Exhibition Place will bargain in good faith for a three-year renewal of the IATSE Local 58 / Exhibition Place Agreement.
- The current Collective Agreement between the Board and IATSE Local 58 covers the time period of January 1, 2018, to December 31, 2021.

- Any bargaining impasses that may arise during bargaining shall be referred to interest arbitration before Arbitrator Jesse Nyman at the request of either party and there shall be no strike and/or lockout initiated.
- It is understood and agreed that the terms set out clause 7 of the MOS is subject to Board approval.
- In the event the Board does not approve, OAM may withdraw from the MOS to pursue alternative sites for the E-Sports Venue.

Further:

- OAM and IATSE Local 58 have entered into a Collective Agreement that covers certain work performed by stage employees at the E-Sports Venue (the Performance Venue Agreement).
- Hotel X shall pay IATSE Local 58 as reimbursement of legal fees and damages for the period, inclusive up to and including December 31, 2021.
- Hotel X and Exhibition Place acknowledge and agree that IATSE bargaining rights as currently set out in the Collective Agreement between Exhibition Place and IATSE Local 58, includes the performance of any bargaining unit work at Hotel X (and Tower 2).
- Commencing in 2022, Hotel X shall pay IATSE Local 58 an agreed amount in each calendar year in consideration for IATSE Local 58 forgoing enforcement of its claim to bargaining unit work at Hotel X (and Tower 2) on the understanding that the forbearance by Local 58 shall remain in place as long as there is compliance with clause 3 and 4 of the MOS and provided the E-Sports Venue is constructed.
- IATSE Local 58 will relinquish any claim to bargaining unit work at Hotel X (and Tower 2), provided ongoing compliance with clause 3 and 4 of the MOS, and provided that gross wages paid to Local 58 members and/or permit workers for work performed under the Performance Venue Agreement exceeds the noted amount in the MOS, in each calendar year after the commencement of the operations at the new E-Sports Venue (or required top-ups are paid), at the expiry of the first Performance Venue Agreement.
- IATSE Local 58 members have ratified the Performance Venue Agreement.
- IATSE Local 58 members have approved the MOS.

Key Considerations

- The Pandemic has had a harmful effect on Exhibition Place clients and tenants.
- The OAM / IATSE Agreement provide the foundation for significant investment and development at Exhibition Place, which is projected to massively increase business activity for all tenants, clients, show/meeting organizers and venues on the grounds.
- Reopening and restarting the business will require labour stability to re-establish service assurance, traction and revive demand.

- Exhibition Place and its Unions must work cooperatively to adjust operating procedures to meet public health guidelines and restore consumer confidence and trust.
- Ensuring employee safety is a top priority for Exhibition Place, and a trusting partnership with its Unions will support new safety procedures and operating standards.
- Business and service expectations may change, and new tactics and solutions will require a cooperative relationship with Labour.

Financial Implications

- The financial resolution contained in clause 1 in the MOS and set out in Confidential Attachment 2, resolves all accrued liabilities held by the Board, as it relates to past grievances filed by IATSE Local 58 regarding work performed at Hotel X.
- The financial resolution reached in clause 3 in the MOS and set out in Confidential Attachment 2 resolves all ongoing and future liabilities claimed by IATSE Local 58 against the Board for bargaining unit work performed at Hotel X.