

CONFIDENTIAL ATTACHMENT 1 – APPENDIX A

December 13, 2021

MEMORANDUM OF AGREEMENT

A. General

1. This confirms that the Employer's Proposal presented on or about November 27, 2019 at collective bargaining negotiations has been rescinded.
2. The Employer provides the following New Employer Proposal for a Single Collective Agreement which incorporates:
 - a. a FIRST Collective Agreement, arising in connection with the certificated issued by the Ontario Labour Relations Board on August 8, 2019 in OLRB File No. 1104-19-R; **and**
 - b. a RENEWAL of the collective agreement with a term of January 1, 2016 to December 31, 2018 (the "Maintenance Agreement").
3. The Employer reserves the right to add, delete and/or otherwise amend its proposals at any time during the collective bargaining process.
4. For this proposed Single Collective Agreement, the parties shall adopt and apply the terms and conditions currently set out in the Maintenance Agreement, subject to the amendments, additions and deletions specified herein.
5. The parties agree to recommend this Memorandum of Agreement to their respective principles, and this Memorandum shall be effective upon ratification by both parties.

B. To confirm, the Employer is unable to agree to the following aspects of IBEW's proposal (presented on November 17, 2021) and requires status quo:

- New Article 4.08 (note: current CBA already deals with apprentice's seniority at 9.04)
- Article 11.03 re: addition of National Day of Reconciliation
- New Article 10.00 re Days of Closure
- Deletion of Article 10.04 re: Hours of Work
- New Article 4.02 re Union Security (note: current version of 4.02 provides 48 h to supply members for hire)
- Restricting Article 15.00, Reporting Pay, to non-permanent employees
- [New] Letter of Intent: Employee Training Job Related Skills

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- [New] Letter of Understanding re Contracting out of Electrical Work (note: for completeness, see Employer's proposal below for new LOU re Tenanted Facilities and Capital Projects).

C. Amendments, Deletions and Counter-Proposals

Unless otherwise indicate, the paragraph numbering corresponds with the numbering in the Maintenance Agreement.

ARTICLE 2 – SCOPE AND RECOGNITION

Management's proposed revisions in bold. For further ease of reference, yellow highlighted aspects indicate our latest revisions.

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all electricians, electrician's apprentices **and electrician foreman** in the employ of The Board of Governors of Exhibition Place in the City of Toronto, save and except the Electrical Coordinator and persons above or persons covered by any subsisting collective agreement to which the Employer is a party.

[Note: General foreman excluded from the bargaining unit]

- 2.02 This Agreement shall apply to all employees in the bargaining unit defined in Article 2.01.
- 2.03 **For added clarity, this Agreement covers construction and non-construction work performed by members of the above-specified bargaining unit.**

ARTICLE 4 – UNION SECURITY

- 4.06 ~~Prior to contracting out any work now performed by members of the bargaining unit which would result in the layoff of bargaining unit employees, the Employer will provide 30 calendar days' notice to the Union. The Employer agrees to meet with the Union and to consider such feasible alternatives to contracting out as the Union may propose through such discussions. The Employer agrees that, with the exception of apprentices, an employee with two (2) or more years of seniority shall not be laid off by reason of the Employer contracting out bargaining unit work to a non-Union Contractor.~~

ARTICLE 10 – HOURS OF WORK

- *NEW* 10.05 Employees shall be permitted to devote the last 15 minutes of their assigned shifts to clean-up/wash-up and submitting their PM Logs into CMMS software.**

ARTICLE 11 – OVERTIME

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- *NEW* 11.07 Where the Employer determines that an overtime assignment requires two or more employees, the second opportunity for that assignment shall be offered to the site steward.**

ARTICLE 12 – SHIFT PREMIUMS

12:01 Employees shall be given at least ~~twenty-four~~ **forty-eight (48)** hours' notice of any change to the regular workweek as defined in paragraph 10.01

a) If an employee is not given ~~twenty-four~~ **forty-eight (48)** hours of posted notice of shift change they shall be paid at the rate of time and one half 1-1/2 for the first changed shift worked with no other premium pay application for that day worked.

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ARTICLE 13 -VACATION PAY AND STATUTORY HOLIDAYS

13:01 Employees shall be paid vacation pay at the rate of four percent (4%) of the amount of the employee's total wages and shall be paid statutory holiday pay at the rate of six per cent (6%) of total wages, for a total of ten per cent (10%). **After three years of service, vacation pay shall increase to the rate of six percent (6%) of the employee's total wages, and statutory holiday pay shall remain at the rate of six percent (6%) of total wages, for a total of twelve percent (12%).**

***NEW* ARTICLE XX -- JURY DUTY OR CROWN WITNESS SERVICE**

The Employer shall provide up to three (3) day of paid leave per year to any employee who is summonsed for jury duty or Crown witness service, subject to the employee providing the Employer with satisfactory documentation supporting the days of absence necessitated by the summons.

ARTICLE 16 – FRINGE BENEFITS

- *See chart below for blended wage rates and blended fringe benefits;*
- *In addition, in recognition of the status quo under the IBEW ICI Agreement which provides a Downtown Allowance (\$19), and in the interest of maintaining that existing benefit, the Employer proposes the following:*

***NEW* Article 16.08:**

An employee shall be entitled to receive a Downtown Allowance of \$19.00 for each day that the individual attends at the Employer's premises and works a scheduled shift of one hour or more.

The employer will provide an employee with parking if the employee is required to attend at the Employer's premises to work a scheduled shift. Because the parking is a taxable benefit, if an employee wishes to use parking,

if this has not already been done the employee must first complete the required tax form which the Employer will provide.

ARTICLE 17 - JOB CLASSIFICATION AND RATES OF PAY

Amend as follows:

17.01 The job classifications and rates of pay shall be as set forth in ~~Schedules "A" and "B"~~
Schedule "A" attached hereto and forming part of this Agreement.

*[Note: refer to *new* Schedule A proposed below]*

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ARTICLE 21 – PROTECTIVE EQUIPMENT

Amend as follows:

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21.02 The Employer shall accumulate for each employee with seniority, the sum of eight cents per hour worked (~~non-ICI~~) for the purpose of purchasing 'Green Patch / Omega' safety footwear. Upon presentation of the proof of purchase (to be signed by the employee and Supervisor), the employee will be reimbursed from their actual accumulated funds for the cost of their new safety footwear. If an employee permanently leaves Exhibition Place any monies in the bank will be paid out in accordance with prevailing tax laws.

ARTICLE 25 – DURATION

Amend as follows:

25.01 This Agreement shall commence on the 1st day of January **2019** and end on the 31st day of December, **2021** and continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty (30) days nor more than ninety (90) days prior to the expiry hereof ~~of~~ that party's intention to terminate this Agreement or to negotiate revisions thereto.

*Delete Schedules A & B, and replace with the following *new* Schedule A:*

SCHEDULE "A" CLASSIFICATION & RATES OF PAY (Journeypersons, Forepersons and Apprentices)

For the period January 1, 2019 to either December 31, 2021 or date of ratification, whichever occurs first, because the Employer has or will have applied the status quo (in existence as of December 31, 2018), employees shall receive a retroactive pay increase of 1.25% on total compensation earned under the Maintenance Agreement during that period. Thereafter, the rates below for wages and fringe benefits shall apply and shall remain in effect until the parties have ratified their next collective agreement for the period following December 31, 2021.

Wage Rates and Fringe Benefits

	Year	Wage Rate	Vacation & Stat. Holiday Pay (10% of Wage Rate)**	Pension	Health & Welf.	R.E.S.T.	Promotion	SUB	RRSP	Union Dues and JEPP	TOTAL
Journeyman	2022	44.45	4.45	5.82	3.93	0.31	0.03	0.22	1.92	0.55	61.68
Foreperson		52.45	5.25	5.82	3.93	0.31	0.03	0.22	2.06	0.55	70.62
Pre-Apprentice		16.68	1.67	n/a	3.93	0.31	n/a	n/a	0.50	0.34	23.43
Apprentice 1 (40%)		17.78	1.78	3.35	3.93	0.31	0.03	0.22	0.77	0.34	28.51
Apprentice 2 (50%)		22.23	2.22	3.92	3.93	0.31	0.03	0.22	0.96	0.34	34.16
Apprentice 3 (60%)		26.67	2.67	4.48	3.93	0.31	0.03	0.22	1.15	0.34	38.65
Apprentice 4 (70%)		31.12	3.11	5.06	3.93	0.31	0.03	0.22	1.34	0.34	45.47
Apprentice 5 (80%)		35.56	3.56	5.62	3.93	0.31	0.03	0.22	1.54	0.34	51.10

** Vacation Pay & Stat. Holiday Pay of 10% shall increase to 12% of wage rate after 3 years of service (article 13.01). Above chart reflects 10% only.

LETTERS OF UNDERSTANDING

Delete Letters of Understanding at pages 19 to 22 of the Maintenance Agreement. For clarity:

- *Delete LOU re Construction-Maintenance Crossover, p. 19;*
- *Delete LOU between Employer, Loc. 353, ETBA and IBEW/IBEW-CCO, p. 20-22.*

Revise Letter of Understanding – New Hires (p. 23) as follows:

The parties agree that the employer may hire workers dispatched from IBEW Local 353 to supplement the existing workforce to perform maintenance and/or ICI construction work as may be required from time to time. ~~Once the employer accumulates three hundred hours worked (any combination of maintenance and/or ICI work) within a calendar year, the employee will be placed on “Schedule A” to the Letter of Understanding – Maintenance Crossover.~~

Revise Letter of Understanding – Layoff and Vacation Selection (p. 23): List to be updated.

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[The body of the page contains several paragraphs of text that have been completely redacted with a blue diagonal line.]

*Management proposes the following *new* Letter of Understanding:*

***NEW* LETTER OF UNDERSTANDING**

**RE: TENANTED FACILITIES (also known as Leased Properties or Leased Facilities)
AND CAPITAL PROJECTS**

The parties acknowledge that the Employer's facilities include premises which are leased to third party tenants and where the Employer is a landlord to current and future tenants.

In recognition of the Employer's need to maintain its competitiveness as a commercial landlord, and in the spirit of ensuring fair and reasonable work opportunities for individuals employed in the bargaining unit, the parties hereby agree to the terms set out below.

1. **A) Work by tenants.** If a tenant is responsible under the applicable lease for performing work in connection with a tenanted facility, it is not necessary for such work to be performed by contractors who are in contractual relations with the Union (hereafter referred to as Union Contractors") and the tenant may choose to use non-Union Contractors to perform the work.

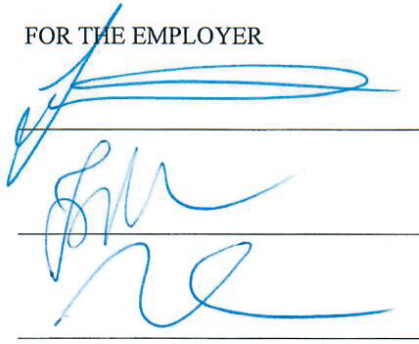
B) All work performed in the following facilities shall be performed in accordance with this Collective Agreement: Enercare Centre, Better Living Centre, General Services Building, Allstream Centre, Queen Elizabeth Exhibit Hall, and Horse Palace (non-tenanted areas), Band Shell Stage, Centennial Square, Blue Storage Building, Substations (except substations in MLSE buildings and Hotel X), All outdoor lighting and power (except attached to or on tenanted property).
2. **Show/Event installation work by tenants.** If a tenant requires installation work for the purposes of a show or event, it is not necessary for such work to be performed by Union Contractors provided the total value of the **electrical portion** of the installation work is less than **\$500,000.00**, and the tenant may choose to use non-Union Contractors to perform the electrical work. If the electrical work has a total value equal to or above \$500,000.00, the electrical work must be performed by Union Contractors.
3. **Capital projects by tenants.** For the purposes of this Letter of Understanding, a capital project means the installation of a new capital asset or improvements or expansions to an existing capital asset. If the **value of** a capital project carried out by a tenant has a total value of **less than 5 million**, it is not necessary for the electrical work to be performed by Union Contractors, and the tenant may choose to use non-Union Contractors. If the total value of the capital project is at or above **\$5 million**, the work must be performed by Union Contractors.

4. **Capital Projects by the Employer.** The electrical portion of capital projects carried out by the Employer shall be performed by members of the bargaining unit and/or Union Contractors, with the exception of proprietary work. Proprietary work means work that must be performed by third party vendors, and where the vendor is entitled to assign its own workers to perform the work, pursuant to the contractual terms and/or conditions between the vendor and the Employer.
5. **Expedited dispute resolution.** An expedited dispute resolution process shall apply to disputes arising under this Letter of Understanding. If the Union believe there has been a violation of this Letter of Understanding, the Union may grieve the matter pursuant to the grievance procedure. Following a single grievance meeting that shall take place at Step 2 of the Grievance procedure, if no resolution is reached, the matter shall be referred to arbitration before one of the following arbitrators who is able to convene a hearing date within 45 days of the grievance referral: Petryshen, Herman, Raymond, Stout, Sheehan.

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Signed this 13 day of Dec, 2021
(Day) (Month) (Year)

FOR THE EMPLOYER





Kelvin Seaw

FOR THE UNION, IBEW LOCAL 353

