

Appendix A

MEMORANDUM OF AGREEMENT

BETWEEN:

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

and

**CARPENTERS AND ALLIED WORKERS LOCAL 27,
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA**
(thereinafter the "Union")

(collectively referred to as the "Parties")

1. The parties herein agree to the terms of this Memorandum as constituting full and final settlement of all matters in dispute. This settlement is subject to ratification by the principals of the respective parties.
2. For this 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.
3. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum to their respective principals for ratification.
4. The Parties further agree that any and all proposals made or exchanged in the course of negotiations or otherwise, which are not set out in the attached, are withdrawn on a without prejudice basis to any position the parties may take in any subsequent rounds of bargaining.

New Article 2.3 – Scope and Recognition

For added clarity, this Agreement covers construction and non-construction work performed by members of the above-specified bargaining unit. (see Schedule A). For further clarity, the work covered by this Agreement includes work at Exhibition Place for which the Ontario Labour Relations Board (OLRB) and or arbitrator has found is within the jurisdiction of the Union.

Amended Article 7.1 – Grievance Procedure (Employer's proposal – not discussed yet)

An employee who has a complaint relating to the interpretation or alleged violation of this Agreement shall **first** discuss their complaint with their Supervisor within five (5) working days following the circumstances giving rise to the complaint. If such complaint is not resolved to the satisfaction of the employee, the employee may file a formal grievance at Step One. The following grievance procedure shall apply with the time limits strictly observed as set out by this Article.

Amended Article 10.8 – Seniority (Recall)

When recalling an employee after lay-off, the employee shall be notified by ~~registered mail~~ **email** with a copy to the steward and allowed forty-eight hours to report for work and, in the meantime, if any employee is recalled and is not immediately available for work, other employees in seniority standing shall be recalled but shall be temporarily employed until the senior employee reports within the forty-eight-hour period as outlined. An employee to whom a ~~registered letter~~ an **email** is sent in accordance with this Article must contact the Employer within forty-eight hours of the notice of return to work if the employee wishes the Employer to hold the job open for them for the full forty-eight-hour period. It shall be the employee's responsibility to keep the Employer notified as to any change of their address, **email** and ~~or~~ telephone number so that they will be up to date at all times.

Amend Article 11.3

A rest period of ~~ten~~ fifteen (15) minutes shall be provided during the first half of each regularly scheduled shift and another rest period of ~~ten~~ fifteen (15) minutes shall be provided during the second half of each regularly scheduled shift.

NEW Article 11.5

Employees shall be permitted to devote the last fifteen (15) minutes of their assigned shift to clean-up/wash-up and complete/submit their PM logs into CMMS software.

Amend Article 11.5

Time and one-half an employee's straight-time hourly rate shall be paid for ~~all hours worked~~ the first three (3) hours in excess of 7-1/2 hours and double time thereafter in anyone day, Monday to Friday inclusive, subject to Articles 11.1 and 11.6.

Amend article12.1

The shift 6 am to 6 pm is the regular rate and any work started in that window to regular pay until 6 pm, then it will be at time and a 7th. Also, any work starting before 6 am is at time and a 7th then back to regular rate. This premium shall be paid for actual hours worked and no overtime or premium shall be calculated thereon. Shift premiums shall not be paid in addition to overtime rates.

Amend Article 13.1

Employees shall be paid vacation pay at the rate of four per cent (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 percent (10%). After three (3) years of service, vacation pay shall increase to the rate of six per cent (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 –Jury Duty, Crown Witness and Personal Emergency Leave

The Employer shall provide up to three (3) days of paid leave per year to any employee who is summoned for jury duty or Crown witness service, subject to the employee providing the Employer with satisfactory documentation supporting the days of absences necessitated by the summons. The employee may elect to use these three (3) days for paid leave due to personal illness, injury or medical emergency or the illness, injury, medical emergency or urgent matter concerning a family member. Family members consist of those individuals who are identified as such under the Family Responsibility Leave provisions of the *Employment Standards Act, 2000*.

Amend Article 16 – Fringe Benefits (Union to provide fringe benefit breakdown)

Amend Article 16.1 – Health & Welfare

16.2 PENSION

The Employer shall contribute to the Carpenters Local 27 Welfare Trust Fund as follows for each hour worked by each employee:

Effective January 1st, 2016 - \$6.96 - Journeypersons and \$7.06 Forepersons Effective January 1st, 2016, the Employer shall deduct from each employee's wages seventy cents (\$0.76) per hour worked and remit to the Carpenters Local 27 Pension Plan.

It is understood that all pension contributions are set at \$7.00 per hour, and monetary pension increases in excess of this amount for the term of this agreement shall be remitted to the CDC Fund.

Amended Article 21.2 – Protective Equipment/Tool Allowance

The Employer shall accumulate for each employee with seniority, the sum of eight cents (\$0.08) per hour worked for the purpose of purchasing 'greenpatch/OMEGA' safety footwear or tools. Subject to Foreperson verification and management approval, the employee will be reimbursed from their actual accumulated funds for the cost of their new safety footwear or tools. At the end of each calendar year or time of layoff, the remaining funds will be paid out to the member at that time. The fund will be zeroed out and not carried over.

Amended Article 25.1 – Duration

This Agreement shall commence on the 1st day of January 2021 and end on the 31st day of December 2024, and continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty days nor more than ninety (90) days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

Amended Appendix 'A' – Classification & Rates of Pay

For the period between January 1, 2021 and the date of ratification, inclusive, and considering that the Employer has or will have applied the status quo (in existence as of December 31, 2020), employees shall receive pay increases in accordance with the following schedule:

- a 1.25% retroactive increase on total compensation earned under the Maintenance Agreement in respect of the period between January 1, 2021, and December 31, 2021, inclusive;
- a further increase of 1.25% on total compensation earned under the Maintenance Agreement in respect of the period between January 1, 2022, and the date of ratification, inclusive.

Thereafter, the new blended rates for wages and fringe benefits, as set out in this Memorandum of Agreement, shall apply and shall remain in effective until the parties have ratified their next collective agreement for the period following December 31, 2024.

The Lead Hand Premium (8% above Journeyperson's rate) will be paid only for hours when the employer determines in its discretion that a Lead Hand is required, and a person is designated as such.

Delete Letter of Intent (page 16 of current collective agreement) **in its entirety.**

NEW – Letter of Understanding - Tenanted Facilities (also known as Leased Properties or Leased Facilities) and Capital Projects
Attached signed letter to be included in 2021 to 2024 collective agreement.

New Letter of Understanding –

If the Employer enters into a collective agreement with any other trade union that provides for a base wage increase higher than 1.75% in respect of the period commencing on January 1, 2024 and ending December 31, 2024, the percentage of base wage increase for that same period under this Agreement (i.e., January 1, 2024 to December 31, 2024 inclusive) shall be deemed to be increased forthwith to provide for the same percentage increase to total compensation. Any dispute concerning this Letter of Understanding may be dealt with pursuant to the grievance arbitration procedure.

NEW – Add Charter

The employer supports all efforts by the union and its members to irradicate racism, intolerance, incivility, and harassment as they divide and weaken the workplace.

CHARTER OF

INCLUSIVE WORKPLACES & COMMUNITIES



Discrimination in all its forms threatens our country's rich social fabric, including the workplaces of union members and the communities in which we live. Dividing people because of race, religion, ancestry or any other difference that undermines human rights serves only to weaken our unions and our society. We commit to standing up for the rights and dignity of everyone in order to promote inclusive, just and respectful workplaces and communities.

THAT IS WHY WE AFFIRM THAT:

- 1** ANTI-BLACK AND ANTI-INDIGENOUS RACISM AND ALL OTHER FORMS OF RACISM, XENOPHOBIA, ISLAMOPHOBIA, ANTI-SEMITISM AND BIGOTRY HAVE NOT PLACE IN OUR WORKPLACES OR COMMUNITIES.
- 2** DISCRIMINATION AND ACTS OF HATE AGAINST UNION MEMBERS AND OTHERS IN OUR COMMUNITIES MARGINALIZES INDIVIDUALS AND GROUPS AND EXCLUDES THEM FROM PARTICIPATING FULLY IN OUR UNION, WORKPLACES AND THEIR COMMUNITIES.
- 3** THE DIGNITY OF EVERY MEMBER IS ESSENTIAL TO A HEALTHY AND VIBRANT UNION AND WORKPLACE.
- 4** AS A LABOUR MOVEMENT, WE WILL WORK WITH ALL LEVELS OF GOVERNMENT, INDIGENOUS PEOPLES, CIVIL SOCIETY AND COMMUNITIES TO DEVELOP POLICIES, PROGRAMS AND INITIATIVES TO REDUCE AND ELIMINATE RACISM, HATE AND BIGOTRY IN ALL ITS FORMS.
- 5** BY WORKING TOGETHER, WE CAN NURTURE INCLUSIVE WORKPLACES AND STRENGTHEN OUR SHARED COMMITMENT TO OUR UNION'S SHARED VALUES OF EQUALITY, RESPECT, JUSTICE, AND DIGNITY FOR ALL.



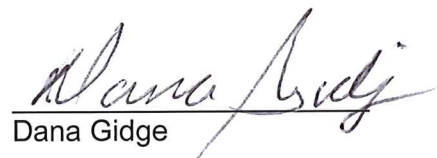
Dated at Toronto this 18 day of February 2022

For the Union:

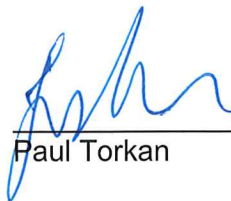

Paul Daly


Kevin Harrigan

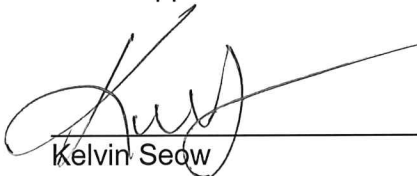

Chris Crompton


Dana Gidge

For the Employer:


Paul Torkan


Bruce Appelbohm


Kelvin Seow