

LETTER OF UNDERSTANDING

Between:

THE BOARD OF GOVERNORS OF EXHIBITION PLACE

(hereinafter called the "Employer")

- and -

THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL 46

(hereinafter called the "Union")

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.

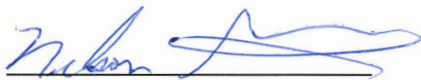
In recognition of the Employer's need to maintain its competitiveness as a commercial landlord, and in the spirit of ensuring fair and reasonable work opportunities for individuals employed in the bargaining unit, the parties hereby agree to the terms set out below.

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 the Collective Agreement:** Enercare Centre, Better Living Centre, General Services Building, Beanfield Centre, Queen Elizabeth Exhibit Hall and Horse Palace (non-tenanted areas), Band Shell Stage, Centennial Square, Substations (except substations in MLSE buildings and Hotel X), all outdoor painting work (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 painting portion of the installation work is less than \$500,000, and the tenant may choose to use non-Union Contractors to perform the painting work. If the painting work has a total value equal to or above \$500,000.00, the painting 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 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 painting 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 painting 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 believes 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 the following arbitrators who is able to convene a hearing date within 45 days of the grievance referral. The Arbitrator to be agreed upon by both parties.

Dated at Toronto this Friday, April 1, 2022.

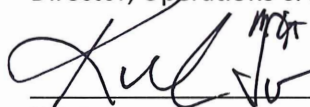
For the Union:

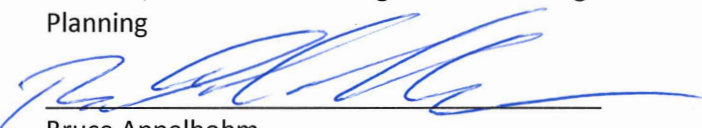

Nelson Garbett *NELSON GARBETT*
Business Representative,

Richard Baptista
Union Representative

For the Employer:


Paul Torkan, *MARK GOSS*
Director, Operations & Facility *G.M., OPERATIONS*


Kelvin Seow,
Director, Stakeholder Management & Strategic
Planning


Bruce Appelbohm,
Physical Assets Coordinator