

EP25.6 Confidential Attachment 1 - Appendix A
Made Public On September 14, 2022

MEMORANDUM OF AGREEMENT

BETWEEN:

THE BOARD OF GOVERNORS OF EXHIBITION PLACE

(hereinafter the "Employer")

and

THE UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND PIPE FITTING
INDUSTRY OF THE UNITED STATES AND CANADA,
Local Union #46

(hereinafter 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.

Amend Article 8.1 – Grievance Procedure

An employee who has a complaint.... shall **"first"** discuss.....

Amend Article 10.2 – Seniority and Probation (Delete)

~~and be classified as a permanent employee.~~

Amend Article 10.13 – Seniority and Probation

When an employee is laid off or discharged, their Record of Employment (ROE) will be made available **through ADP or electronically upon request.** ~~by the employee, at the offices of the Employer on the scheduled pay day for that pay period. Should the employee not pick up their requested ROE on that day it shall be sent to their last known address by registered mail.~~

Amend Article 13.1 – Call-In Pay and On-Call (Add)

Effective the date of ratification by both parties, the employee shall receive a minimum of “five (5)” hours' pay at their straight time hourly rate.

Effective the date of ratification by both parties, when a Foreperson is On-Call, the Foreperson shall be paid six (6) hours at their straight time hourly rate.

Amend Article 15.1 – Vacation Pay and Statutory Holidays (Add)

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%).

Amend Article 15.2 – Vacation Pay (Delete and Add)

Payment of such vacation pay and statutory holiday pay shall be made on the employee's weekly pay cheque.

Amend Article 19 – Fringe Benefits

Amend in accordance with Appendix 'A' Wage Schedule

Add Article 19.2 – Pension (Add)

Effective the date of ratification by all parties, the Employer shall contribute **\$9.00** to the Union's Pension Fund.

Amend Article 21.1 – Safety and Protective Equipment (Delete and replace with)

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 balance may be carried over and will be paid out at time of retirement or layoff.

Amend Article 22.1 – Leaves of Absence (Add)

Under exceptional circumstances, a leave of absence without pay and loss of seniority may be granted for up to six (6) months.

Amend Article 23.1 – Jury Duty and Personal Emergency Leave (Delete and replace with)

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 25.2 – Work Jurisdiction (Agreement Scope)

Remove reference to Maintenance, All Stream Centre, Blue Storage building. Add Beanfield Centre.

Delete Article 25.3 – Work Jurisdiction (Dispute Resolution)

Delete Article.

Amend Article 26.2 – Rates of Pay

... statement of earnings will be available through ADP ~~upon request~~.

Amend Article 28.1 – Duration

This Agreement shall be for the term commencing on the 1st day of January 2020, and ending on the 31st day of December, **2024**,.... negotiate revisions thereto.

Amend Appendix “A” – Wage Schedule

Effective the ratification date by all parties, the Foreperson hourly rate of pay shall be 12.5% of the Journeyperson hourly rate of pay.

Amend Appendix ‘A’ – Wage Schedule

For the period between January 1, 2020, and the date ratified by all parties, inclusive, and considering that the Employer has or will have applied the status quo (in existence as of December 31, 2019), employees shall receive pay increases in accordance with the following schedule:

1.25% retroactive increase on total wages earned under the Maintenance Agreement in respect of the period between January 1, 2020, and December 31, 2020, inclusive.

A further retroactive increase of 1.25% on total wages earned under the Maintenance Agreement in respect of the period between January 1, 2021, and December 31, 2021, inclusive.

A further retroactive increase of 1.25% on total wages earned under the Maintenance Agreement in respect of the period between January 1, 2022, and the date ratified by all parties, inclusive. Thereafter, the new blended rates for wages and fringe benefits, as set out in this Memorandum of Agreement, shall apply.

Appendix "A" – Wage Schedule

Journeyperson	1-Jan-2020	1-Jan-2021	1-Jan-2022	Blended Rate	1-Jan-2023	1-Jan-2024
Percentage increase	1.25%	1.25%	1.25%	-	1.50%	1.75%
Wages	\$36.34	\$36.79	\$37.25	\$41.71	\$42.34	\$43.08
Vac & Stat. Holiday Pay (10%)	\$3.63	\$3.68	\$3.73	\$4.17	\$4.23	\$4.31
Vac & Stat. Holiday Pay (12%)	N/A	N/A	N/A	\$5.01	\$5.08	\$5.17
WSIB Bill 162	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Pension	\$7.50	\$7.50	\$7.50	\$9.00	\$9.00	\$9.00
H&W (subject to PST)	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22
SUB Fund	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
Training	\$0.46	\$0.46	\$0.46	\$0.50	\$0.50	\$0.50
Total (10% vac)	\$50.38	\$50.88	\$51.39	\$57.83	\$58.52	\$59.34
Total (12% vac)	N/A	N/A	N/A	\$58.67	\$59.37	\$60.20

Journeyperson Foreperson (12.5%)	1-Jan-2020	1-Jan-2021	1-Jan-2022	Blended Rate	1-Jan-2023	1-Jan-2024
Percentage increase	1.25%	1.25%	1.25%	-	1.50%	1.75%
Wages	\$40.01	\$40.51	\$41.02	\$46.92	\$47.62	\$48.45
Vac & Stat. Holiday Pay (10%)	\$4.00	\$4.05	\$4.10	\$4.69	\$4.76	\$4.85
Vac & Stat. Holiday Pay (12%)	N/A	N/A	N/A	\$5.63	\$5.71	\$5.81
WSIB Bill 162	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Pension	\$7.50	\$7.50	\$7.50	\$9.00	\$9.00	\$9.00
H&W (subject to PST)	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22
SUB Fund	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
Training	\$0.46	\$0.46	\$0.46	\$0.50	\$0.50	\$0.50
Total (10% vac)	\$54.42	\$54.97	\$55.53	\$63.56	\$64.33	\$65.25
Total (12% vac)	N/A	N/A	N/A	\$64.50	\$65.28	\$66.21

NEW HVAC Technician Position	Effective Date of Ratification	1-Jan-2023	1-Jan-2024
Percentage increase	New Classification	1.50%	1.75%
Wages	\$38.51	\$39.09	\$39.77
Vac & Stat. Holiday Pay (10%)	\$3.85	\$3.91	\$3.98
Vac & Stat. Holiday Pay (12%)	\$4.62	\$4.69	\$4.77
WSIB Bill 162	\$0.03	\$0.03	\$0.03
Pension	\$9.00	\$9.00	\$9.00
H&W (subject to PST)	\$2.22	\$2.22	\$2.22
SUB Fund	\$0.20	\$0.20	\$0.20
Training	\$0.50	\$0.50	\$0.50
Total (10% vac)	\$54.31	\$54.95	\$59.34
Total (12% vac)	\$55.08	\$55.73	\$56.49

NEW HVAC Foreperson (12.5%)	Effective Date of Ratification	1-Jan- 2023	1-Jan-2024
Percentage increase	New Classification	1.50%	1.75%
Wages	\$43.32	\$43.97	\$44.74
Vac & Stat. Holiday Pay (10%)	\$4.33	\$4.40	\$4.47
Vac & Stat. Holiday Pay (12%)	\$5.20	\$5.28	\$5.37
WSIB Bill 162	\$0.03	\$0.03	\$0.03
Pension	\$9.00	\$9.00	\$9.00
H&W (subject to PST)	\$2.22	\$2.22	\$2.22
SUB Fund	\$0.20	\$0.20	\$0.20
Training	\$0.50	\$0.50	\$0.50
Total (10% vac)	\$59.60	\$60.32	\$61.16
Total (12% vac)	\$60.47	\$61.20	\$62.06

Delete Appendix "B" – Letter of Understanding (Construction Work)

Delete

New Appendix "B" - Letter of Understanding

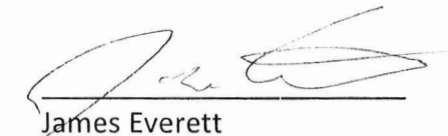
If the Employer enters into a collective agreement with any other trade union that provides for a base wage increase higher than 1.75% in respect of the period commencing on January 1, 2024 and ending December 31, 2024, the percentage of base wage increase for that same period under this Agreement (i.e., 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.

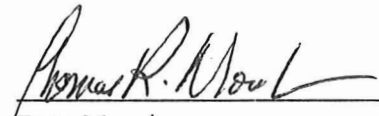
New– Letter of Understanding - Tenanted Facilities (also known as Leased Properties or Leased Facilities) and Capital Projects

Dated at Toronto this 15th of August, 2022

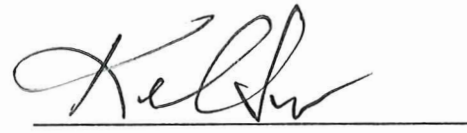
For the Union:


Dave Griffiths
Business Manager


James Everett
Business Representative


Tom Mowles

For the Employer:


Kelvin Seow
Chief People and Strategy Officer


Paul Torkan
Director, Operations and Facilities


Bruce Appelbohm
Physical Assets Coordinator

LETTER OF UNDERSTANDING

Between:

THE BOARD OF GOVERNORS OF EXHIBITION PLACE

(hereinafter called the "Employer")

- and -

THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING
INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL #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.

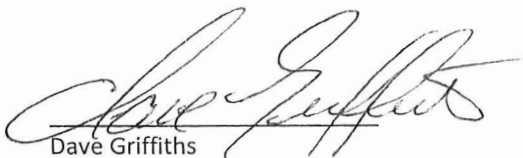
B) **All work performed in the following facilities shall be performed in accordance with the Collective Agreement:** Enercare Centre, Better Living Centre, General Services Building, Beanfield Centre, Queen Elizabeth Exhibit Hall and Horse Palace (non-tenanted areas), Band Shell Stage, Substations (except substations in MLSE buildings and Hotel X), all outdoor Plumbing and Pipefitting 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 Plumbing and Pipefitting portion of the installation work is less than \$500,000, and the tenant may choose to use non-Union Contractors to perform the Plumbing and Pipefitting work. If the Plumbing and Pipefitting work has a total value equal to or above \$500,000.00, the Plumbing and Pipefitting 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

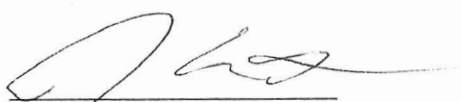
million, it is not necessary for the Plumbing and Pipefitting work to be performed by Union Contractors, and the tenant may choose to use non-Union Contractors. If the total value of the capital project is at or above \$5 million, the work must be performed by Union Contractors.

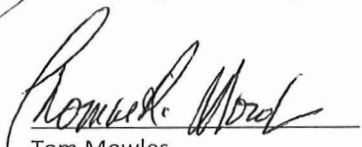
4. **Capital Projects by the Employer.** The Plumbing and Pipefitting portion of capital projects carried out by the Employer shall be performed by members of the bargaining unit and/or Union Contractors, with the exception of proprietary work. Proprietary work means work that must be performed by third 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 16th day of August, 2022

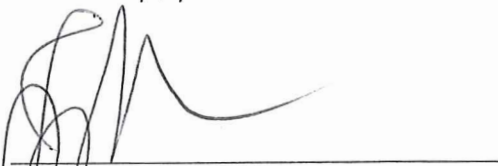
For the Union:

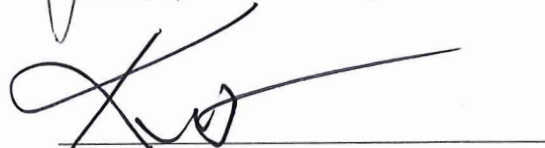

Dave Griffiths
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For the Employer:


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Director, Operations & Facility Services


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