

CONFIDENTIAL ATTACHMENT - APPENDIX 'A'

MEMORANDUM OF AGREEMENT

BETWEEN:

THE BOARD OF GOVERNORS OF EXHIBITION PLACE

(hereinafter the "Employer")

and

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #353

(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. This settlement is subject to ratification by the principals of the respective parties, including the Board of Governors of Exhibition Place.
2. 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.
3. If ratified, the terms and conditions contained in this Memorandum shall amend the collective agreement that expired on December 31, 2021 and become the collective agreement between the parties, effective at the beginning of the first pay period unless otherwise stated. The parties will review the 2018-2021 collective agreement and make grammatical corrections only, that will not change the intent.
4. The parties agree that the said collective agreement shall include the terms of the previous collective agreement and renewal of all Letters of Understanding which expired on December 31, 2021, as amended by the following:
5. The parties herein agree to a four (4) year Collective Agreement from January 1, 2022 to December 31, 2025 with base wage adjustment increases as follows:

January 1, 2022 - 1.25% added to base

January 1, 2023 - 1.5% added to base; July 1, 2023 - 1.0% added to base

January 1, 2024 - 1.75% added to base; July 1, 2024 - 0.75% added to base

January 1, 2025 - 2.75% added to base

The parties agree to amend Schedule 'A' of the Collective Agreement to reflect these wage increases.

6. All employees who are in the employ of the Board of Governors of Exhibition Place on the date of signing of this Memorandum of Agreement shall be eligible for retroactive base pay wage increases for maintenance or blended rate hours worked.

Article 2 - Scope and Recognition

Article 9 - Seniority

- 9:01 Employees ~~hired after January 1, 2002~~ will be considered as probationary employees until after they have completed a total of 900 hours worked for the Employer in the calendar year from January 1 to December 31.
- 9:02 Subject to paragraph 9:04 below, after having completed a total of 900 (nine hundred) hours worked in a calendar year, the employee shall commence to acquire seniority effective from their original date of hire and be classified as a permanent employee. ~~save and except that an employee hired prior to January 1, 2002 in determining whether a total of 900 are worked in the calendar year of 2002.~~ It is understood and agreed that the hours need not be worked consecutively by an employee in calculating the 900 hours worked in a calendar year.
- 9:06 Seniority shall be the deciding factor in the event of lay-offs or recall, providing that any such senior employee has the ability and qualifications to perform the normal required work. **For the purpose of layoffs, the Union Steward shall be considered most senior on the seniority list.**

Article 11- Overtime

- 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, **and these hours worked shall not be counted on the overtime list.**
- 11:05 Should overtime be scheduled then the Employer shall distribute overtime as equitably as practicable and in a non-discriminatory manner. **A list shall be maintained by the employer, at all times available to the union, to ensure the equal distribution of overtime opportunities to all employees.** All overtime work is to be performed on a voluntary basis, providing however, that if sufficient qualified employees do not volunteer, then the Employer shall assign the overtime work on a mandatory basis. The Steward shall be notified promptly of all overtime.

Article 25 - Duration

- 25:01 This Agreement shall commence on the 1st day of January **2022** and end on the 31st day of December, **2025** 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 date hereof that party's intention to terminate this Agreement or to negotiate revisions thereto.

Article 26 - Jury Duty, ~~OR~~ Crown Witness Service and Personal Emergency Leave

- 26.01 The Employer shall provide up to three (3) days 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 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.***

Schedule "A" Classification & Rates of Pay

Amend column title from Union Dues to **Union Fund**.

Amend from Journeyman to **Journeyperson**

Letter of Understanding – New Hires

The parties agree that the employer ~~may~~ shall hire workers dispatched from IBEW Local 353 to supplement the existing workforce to perform maintenance and/or construction work as may be required from time to time.

Letter of Understanding Layoff and Vacation Selection

The parties agree that the date of hire shall govern for purposes of Layoff and Vacation selection for the following individuals:

- | | |
|--------------------------|-----------------------------|
| 1. Mickey Atkinson | 2. Steve Jeethan |
| 3. Alex Rulff | 3. Richard Balthazaar |
| 4. Chris Dean | 5. Eric Hildebrandt |
| 6. Derek Norton | 7. Phil Oliviera |
| 8. Mike Manning | 9. Alejandro Sobrino |

New Letter of Understanding

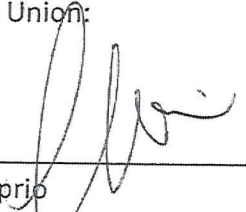
It is in the interest of both parties to provide employees of Exhibition Place with training to expand skill sets, develop proactive work practices, with the intent of expanding employment opportunities for operational efficiencies.

New Letter of Understanding

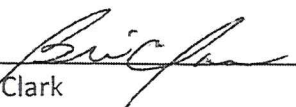
If the Employer enters into a collective agreement with any other trade union that provides for a base wage increase higher than 1.75% on January 1, 2024 and 0.75% on July 1, 2024 in respect of the period commencing on January 1, 2024 and ending December 31, 2024, the percentage of base wage increase 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 base wage. If the Employer enters into a collective agreement with any other trade union that provides for a base wage increase higher than 2.75% on January 1, 2025 in respect of the period commencing on January 1, 2025 and ending December 31, 2025, the percentage of base wage increase for that same period under this Agreement (i.e., January 1, 2025 to December 31, 2025 inclusive) shall be deemed to be increased forthwith to provide for the same percentage increase to base wage. Any dispute concerning this Letter of Understanding may be dealt with pursuant to the grievance arbitration procedure.

Signed and Dated at Toronto this 20th day of April, 2023

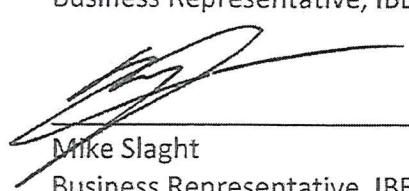
For the Union:



Lee Caprio
Business Manager, Financial Secretary
IBEW 353



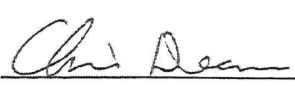
Bill Clark
Business Representative, IBEW 353



Mike Slaght
Business Representative, IBEW 353

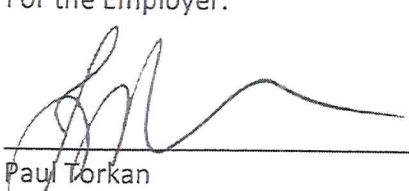


Derek Norton
Steward, IBEW 353

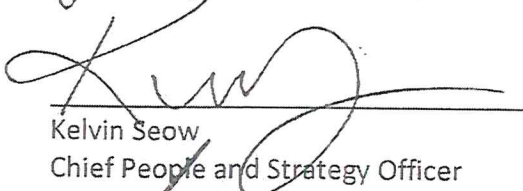


Chris Dean
IBEW 353 Member

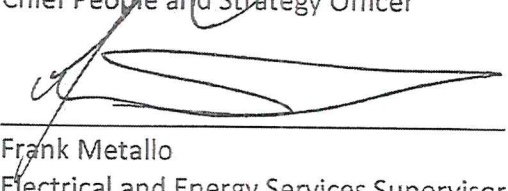
For the Employer:



Paul Torkan
Director, Operations & Facility Services



Kelvin Seow
Chief People and Strategy Officer



Frank Metallo
Electrical and Energy Services Supervisor