EP2.8
Appendix A

MEMORANDUM OF SETTLEMENT

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")

(collectively referred to as the "parties")

WHEREAS The Employer and the Union are bound to a Collective Agreement effective from January 1, 2013 to December 31, 2015.

AND WHEREAS the parties desire to enter into a new Collective Agreement effective from January 1, 2016 to December 31, 2018.

THEREFORE, the parties, pending ratification by the employees for the Union and the Board of Governors of Exhibition Place, agree as follows:

The Union and the Employer shall be bound by a Collective Agreement effective from January 1, 2016 to December 31, 2018 containing all of the terms and conditions contained in the above referenced Collective Agreement which expired on December 31, 2015 with the following amendments.

(1) Amend the Duration of the Agreement to January 1, 2016 to December 31, 2018.

(2) Amend Article 7 Grievance Procedure, clause 7.01 ad follows:

It is the mutual desire of the parties hereto that complaints be ~~adjusted~~ **addressed** as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate Supervisor an opportunity of ~~adjusting~~ **addressing** their complaint **within ~~five (5)~~ ten (10) days ~~of becoming aware of the issue~~ following the circumstances giving rise to the complaint.** Any employee so affected shall be entitled to have a Steward present during any such discussions if they so ~~desires it~~ **request.** An employee shall attempt to ~~settle~~ **resolve** any complaints or disputes with their immediate Supervisor or Union Representative and should an answer satisfactory to the employee not be received after five (5) days following such discussion it may be taken up as a grievance in the following manner:

(3) Amend Article 13 - Hours of Work - Shift Premiums and Overtime Clause 13.01(a) and 13.01(b)(i) as follows:

13.01(a) The regular working day for employees ~~identified in Schedule "B" subject to variation by mutual consent of the Parties~~ shall be between the hours of ~~7:00~~ **6:00 a.m. and 6:00 p.m. from Monday to Friday**. The maximum number of hours in a day shall be seven and one-half (7 1/2) and the maximum number of hours in a week shall be thirty-seven and one-half (37 1/2). All work outside these hours shall be overtime save and except the provisions of this agreement relating to shift work **and the provisions of clause 13.01(b).**

13.01(b)(i) All ~~additional~~ painters ~~hired, those not identified in Schedule "B"~~ will be subject to the following hours of work and overtime during the period June 1 and up to and including Labour Day annually.

The regular working day, subject to variation by mutual consent of the Parties, shall be between ~~7:00~~ **6:00 a.m.** and 6:00 p.m. from Monday to Sunday, inclusive. The maximum number of working hours per day shall be seven and one-half (7 1/2) and the maximum number of working hours per week shall be thirty-seven and one-half (37 1/2).

All work outside these hours ~~by such employees~~ shall be overtime save and except when an employee is working an afternoon or night shift pursuant to the provisions of this Agreement relating to shift work (Article 13.02).

All hours worked on Saturday and Sunday under this Schedule to be paid at a premium of $2.00 per hour worked. There shall be no pyramiding, that is an employee shall not be entitled to both an overtime premium and this $2.00 premium.

(4) Amend Article 13 - Hours of Work - Shift Premiums and Overtime Clause 13.06 as follows:

13.06 The Employer agrees to distribute overtime work as equitably as ~~possible~~ **practicable** amongst employees performing work in the same classification at the same location. Employees who are requested to work overtime and fail to report to the assignment will be considered to have worked for the purposes of establishing records.

(5) Amend Article 8 Arbitration clause 8.01 as follows:

8.1 Grievances submitted to arbitration shall be determined by a single arbitrator unless either party requests that the grievance be determined by a Board of Arbitration.

If the grievance is to be determined by a single arbitrator, the parties shall endeavour to reach agreement as to a suitable arbitrator. In the event that the parties fail to agree upon an arbitrator, Local 46 shall request the Minister of Labour for Ontario, in writing, to appoint an arbitrator.

In the event that the parties do not agree to have the grievance determined by a single arbitrator, the party which has requested that the grievance be determined by a Board of Arbitration shall so notify the other party in writing within ten (10) working days of receipt of the letter referring the grievance to arbitration. The notice shall include the name of its nominee to an Arbitration Board. The party so notified shall, within ten (10) working days after the receipt of the letter, notify the other party of the name of its nominee to the Arbitration Board. The two (2) nominees so selected shall appoint a third person who shall be the Chairperson. If the two (2) nominees fail to agree upon a Chairperson, either party shall request the Minister of Labour for Ontario, in writing, to appoint a Chairperson and a copy of such request shall be forwarded concurrently to the other nominee to the Board.

(6) Article 8 Arbitration clause 8.04 to be renumbered as 8.02 and Amend as follows:

~~8.4~~ **2** The **arbitrator**, or the Board of Arbitration **as the case may be**, shall not have jurisdiction to amend, modify, add or subtract any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor give any decision inconsistent with the terms of the provisions of this Agreement.

(7) Article 8 Arbitration clause 8.05 to be renumbered as 8.3 and amend as follows:

~~8.5~~ **3** Each of the parties hereto will bear the expenses of the nominee appointed to represent it and the parties will jointly in equal shares bear the expenses of the Chairperson of the Arbitration Board, or single arbitrator, as the case may be.

(8) Amend Article 19 Payment of Wages clause 19.01 as follows:

19.01 All employees shall as a condition of their employment participate in payroll direct deposit. **Their statement of earnings may be available upon request.**

(9) Delete Article 22 Paid Day Off

(10) Amend Article 23 Duration as follows:

This agreement shall remain in full force and effect from **January 1, 2016** and shall continue in force until **December 31, 2018**, and shall continue in effect from year to year thereafter unless either party shall give notice in writing to the other of its desire to negotiation revisions to the agreement, not more than ninety (90) days or not less than thirty (30) days prior to the expiry date or in any like period in any year thereafter. Upon receipt of this notice the parties shall meet within fifteen (15) days and bargain in good faith to make a new collective agreement, or as soon thereafter as the parties may agree on.

(11) Delete Schedule "B"

(12) Add a new Article 24 Name Hire clause 24.01 as follows:

24.01 When hiring through the Local Union Office the Employer shall be entitled to name hire up to fifty percent (50%) of the members including Forepersons. When making appointments to the Foreperson level, the Employer will give consideration to those Journeypersons they presently employ.

This provision shall be applied in accordance with the following grid:

# Required	Employer Name Hire	Union Hire
1	1	0
2	1	1
3	2	1

(13) Memorandum Item Only

Wage increase for the term as follows:

Effective Jan 1, 2016	0%
Effective Jan 1, 2017	1.25%
Effective Jan 1, 2018	1.25%

(15) A one-time lump sum payment made as a signing bonus of $400.00, less all statutory deductions.

This one-time lump sum payment shall not be applied to any base wage rates.

There shall be no union or other collective agreement remittances made on this one-time lump sum payment.

DATED at TORONTO, this 5th day of January, 2017.

For the Union

Nelson Garbett

Raymond Preston

For the Employer

Mark Goss

Frank Martindale

Bruce Appelbohm

Jayne Allan