

COLLECTIVE AGREEMENT

BETWEEN:

BOARD OF GOVERNORS OF EXHIBITION PLACE,

(Hereinafter called "the Employer").

of the FIRST PART

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH
AMERICA
LOCAL 506**

(Hereinafter called "the Union").

of the SECOND PART

April 1, 2013 to March 31, 2016

ARTICLE 1 - Duration of Agreement

- 1:01 This Agreement shall be effective from the 1st day of April 2013 until the 31st day of March 2016.
- 1:02 Should either Party desire to change, add to, amend or terminate this agreement, written notice to that effect will be given before the 1st day of March prior to the termination date.
- 1:03 On receipt of such notice the Parties hereto shall meet and bargain in good faith for the purpose of the renewing this agreement. If no such written notice is given this agreement shall be automatically renewed and remain in force from year to year after the original expiration.

ARTICLE 2 - Recognition

- 2:01 The employer recognizes the Labourers' International Union of North America, Local #506 as the Bargaining Agent for all employees of the employer working at Exhibition Place, in City of Toronto, Ontario who are employed in classifications as set out in Appendix "A" or "B" and whose work duties consist wholly or in part of the work duties described therein, save and except non-working Foreperson and persons above the rank of non-working Foreperson, office and sales staff.
- 2:02 When a position of Lead Hand or Working Foreperson is available the employer will make every reasonable effort to fill that vacancy from among the existing complement of bargaining unit employees who have obtained seniority.

ARTICLE 3 - Union Security

3:01 All employees under this agreement, as a condition of employment, shall become and remain members in good standing of the Union, during the life of this Agreement.

3:02 In hiring, when the list of laid-off employees having seniority has been exhausted, the employer may then rehire former employees no longer included on the seniority list provided they are members of the Union.

Additional employees will be hired from the Union Office and prospective employees sent from the Union Office will be hired provided they are able to meet the normal requirements of the work available. If the Union is unable to supply, then the Employer is free to engage employees from other sources, provided however, that such persons shall be informed by the Employer that it is a condition of employment that they apply and secure membership in the Union within fifteen (15) calendar days from the date of engagement.

3:03 The employer agrees to deduct from employees in the first pay period worked, as appropriately certified to the employer, a specified uniform amount of Union dues from the wages of employees (save and except casuals and students) covered by this agreement. Casuals will pay a one-time fee of \$25.00. Such monies shall be remitted to the Union by the fifteenth (15th) day of each month following the month for which deductions were made. The Union undertakes to hold harmless and agrees to indemnify the Employer and successors, administrators and assigns against any liability incurred by each or all of them arising out of the deduction arrangements herein set out.

ARTICLE 4 - Management Functions

- 4:01 The Union acknowledges that nothing in this agreement shall limit the employer to exercise its functions of Management under which it shall have (subject to the conditions of this Agreement) the right to: Maintain order, discipline and efficiency.
- 4:02 Without restricting the generality of the forgoing it is the exclusive right of the Employer to hire, suspend, discharge, transfer, classify, promote or discipline employees, provided that a claim of classification, promotion, demotion or transfer or a claim that an employee who has completed the probation period has been discharged, or disciplined without just and reasonable cause may be subject of a grievance and dealt with as hereinafter provided.
- 4:03 There shall be one official personal file and this file shall be maintained in the Human Resources Department. An employee's personal file shall be available and open to the employee for their inspection at any reasonable time during regular office hours and a representative of the Union may accompany them if they so desire.

ARTICLE 5 –Business Representative and Shop Steward

- 5:01 The Business Representative of the Union shall have access to the job during working hours but in no case shall these visits interfere with the progress of the work. It is agreed that two (2) Shop Stewards may be appointed by a Representative of the Union who shall notify the Employer in writing before they can be recognized. When shifts are scheduled other than day shifts an additional Steward may be appointed on the shift. The Shop Steward(s) will be responsible for reporting any disputes to the Employer and Union Representative so that these can be taken up in the proper manner without delay. There shall be a Steward for each department per shift.

Where the presence of a Union Steward is required in order to investigate a complaint or grievance, the Steward shall obtain the permission of their Supervisor before leaving

their work area for this purpose. Such permission shall not be withheld unreasonably. The Steward shall report back to their Supervisor before resuming their normal duties.

5:02 It is agreed that for the purpose of Collective Bargaining, that a Negotiating Committee, comprising of two (2) Union Members may be appointed on the job by a Representative of the Union who shall notify the Employer before they can be recognized.

5:03 An employee shall have the right to have a Union Representative present, if available on site, when disciplinary action is being taken against the employee.

ARTICLE 6 - No Discrimination

6:01 There shall be no discrimination, restraint, or coercion against any employee by either the Employer or the Union for any reason as specified in Ontario Human Rights legislation.

ARTICLE 7 - Probationary Period and Seniority

7:01 New employees will be considered as probationary employees until they have completed a total of forty-five (45) days worked for the Employer. During their probationary period an employee shall be subject to all provisions of this Agreement save and except the grievance procedure in the event of discharge.

7:02 After having completed a total of forty-five (45) days worked (within a twelve month period) the employee shall commence to acquire seniority and their seniority date for purposes of this agreement shall be their first day of work.

7:03 Any lay-off of employees shall be carried out in order of seniority so long as it does not prevent the Employer from maintaining an adequate work force of employees who are capable of performing the work to be done. Where it is necessary to retain employees

with special skills or ability in order to maintain an adequate work force, then the senior employees having the specific skills and ability to perform the work in question shall be retained. Where the ability of two or more employees to perform the work to be done is relatively equal, then seniority shall be the deciding factor.

- 7:04 In the event of a lay-off the Employer will endeavour to give as much advance notice of layoff as possible but in no case shall it be less than one (1) hour advance notice or one (1) hour's pay in lieu of notice. If the employer is unable to schedule a laid off employee within 72hrs of their lay off then they are free to seek work elsewhere. Employees who are laid-off will retain their full seniority for a period of twelve (12) months from date of lay-off
- 7:05 Preferential seniority shall be given to each Shop Steward and provided they are able to perform the work that is available, they shall be one of the last two persons retained by the Employer.
- 7:06 Laid-off employees provided, they are able and willing to do the work shall have preference of recall over new applicants.
- 7:07 (a) When an employee is recalled for work and is unable to return due to their employment elsewhere, they will be first to be recalled on the next recall providing they are not working at the call and inform the Employer of their availability.
- (b) An Employee will inform Management of their employment elsewhere in which case the Employer will not call them back.
- (c) Subject to the approval of the Supervisor and at no cost to the Employer, an employee may be granted a leave of absence without pay, of up to two (2) weeks for personal reasons.

- (d) The Employer is permitted to hire replacement workers only to replace "no shows". This is recognized as "Speculation Hiring". Employees hired on speculation must be members of the Union in good standing. If more than one member is available for speculation hiring, then seniority will prevail. Absentees will be replaced in the above manner only for the shift(s) missed. Those Local 506 employees working on maintenance overhead may be given first consideration for the shift(s). Employees hired on speculation will only be guaranteed one (1) hour's work if the absent employee arrives within the first hour of the shift.

7:08 Notwithstanding anything to the contrary the probationary period and seniority application of this agreement shall apply on a departmental basis. Those employees hired by the Employer within the Labour Department, and those employees hired by the Employer for cleaning work within the Cleaning Department shall acquire and exercise seniority rights within their respective departmental seniority unit.

7:09 The seniority of the employees in their respective Seniority Unit shall be set forth on separate lists showing the employee name and seniority date. The Employer will post in the respective departments and will submit to the Union updated seniority lists every six (6) months during the life of this Agreement.

7:10 In the filling of full time vacancies within the Bargaining Unit casual employees shall be given the first opportunity to work as a full time employee whenever a vacancy occurs and they shall accrue seniority from the date of hire in one of the full time classifications.

7:11 The recall to work for laid off employees shall be done in the order of seniority on a divisional basis as per the Collective Agreement.

The recalls to work shall be made between the hours of 8:00 a.m. and 11:00 a.m. on the regular workday Monday through Friday inclusive. The employee will be given until 12:00 p.m. to confirm whether or not they can return to work for that call. If the

employee fails to return the call or cannot be contacted the employer may fill any outstanding position starting at 12:00 p.m. with a laid off employee on the basis of seniority. Employees laid off on a seasonal basis shall be given ample notice and response time for the first recall in the new season.

Emergency recalls to work in either division are exempt from the provision but shall be carried out in order of seniority and qualifications.

ARTICLE 8 - Loss of Seniority

8:01 An employee shall lose their seniority rights and employment with the Employer if they:

- (a) voluntary quit the employ of the Employer;
- (b) are discharged and not reinstated through the Grievance Procedure;
- (c) are laid-off and not recalled within the period provided for in Article 7;
- (d) fail to return to work except as provided for in 7:07, after they have been notified by the Employer, within three (3) days after notification and if notification is by mail it must be registered; it is the responsibility of the employee to notify the Employer in writing of any change of address within 7 days of any change;
- (e) are absent for two (2) consecutive working days without notifying the Employer's Office or without an acceptable reason which can be substantiated by satisfactory evidence;
- (f) retire;
- (g) are absent on a leave of absence for more than 6 months
- (h) are absent due to a non work related injury or illness for more than 24 months.

8:02 The Employer will notify the Union Steward in the event that an employee loses their seniority for any of the above reasons.

ARTICLE 9 - Hours of Work – Labour Department

- 9:01 (a) The regular working day, subject to variation by mutual consent of the Parties, shall be between 7:00 a.m. and 4:00 p.m., from Monday to Friday inclusive. Any work done outside these hours shall be overtime save and except the provisions of this Agreement relating to shift work.
- (b) 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), work in excess of these hours shall be overtime work save and except the provisions of this Agreement relating to shift work. There shall be no duplication of payment on both a daily and weekly basis for any overtime hours worked

ARTICLE 10 - Reporting for Work

- 10:01 Any employee scheduled to report for work, unless previously notified not to report, shall be guaranteed four (4) hours pay at their regular hourly rate, or at the appropriate overtime rate. To qualify for such pay the employee affected would be required to take such alternate work as may be available, in the event that their normal work has run out.
- 10.02 Work schedules will be posted one week in advance for employees covered under this Agreement.
- 10.03 At the start of each shift, employees will be assigned an Exhibition Place Supervisor (Coordinator / Lead Hand / Foreperson). Any changes to assignments will normally be done through this designated person. This agreement is subject to unforeseen circumstances such as emergencies and /or the assigned Supervisor being replaced.

ARTICLE 11 - Shift Work

- 11.01 (a) All shift work for labourers to be paid at a premium of one dollar and thirty cents (\$1.30) per hour in excess of the employee's classified rate;
- (b) Any labourer commencing a shift between 6:00 am and 7:00 am shall be paid in accordance with 11.01(a) only for the first 4 (four) hours of the shift. All remaining hours worked of the shift shall be paid at the regular straight time hourly rate except where Article 12.01(b), (c) and (d) apply;
- (c) It is further agreed that during the twenty (20) days of the Exhibition, Article 11:01 (a), Shift Premium, will be waived provided that all employees (Labour and Cleaning) will receive a guarantee of seven and one-half (7 1/2) hours per shift.
- (d) There shall be a minimum of 8 hours off between scheduled shifts for all employees (Labourers and Cleaners) covered under this agreement otherwise the overtime provisions of this agreement shall apply.
- (e) If an employee working a shift accepts overtime and thereby does not comply with (d) above for their next scheduled shift, they may request that the following shift start time be delayed by the same number of overtime hours worked (to a maximum of four hours) so that (d) above is complied with. If the delay to meet (d) above is greater than four hours then, by mutual agreement, the subsequent shift may be delayed by more than four hours.

ARTICLE 12 – Overtime – Labour Department

- 12:01 (a) All work performed under this Agreement outside the hours shown in 9:01 (a), except shift work, in excess of the regular working day of seven and one-half (7 1/2) hours shall be overtime work.

- (b) The rate of wages after seven and one-half (7 1/2) hours in a shift shall be time and one-half (1 1/2) for the first three (3) hours Monday to Friday and double (2) time for all additional hours.
- (c) Work performed on a Saturday or Sunday will be paid at the time and one half (1 1/2) for the first seven and one half (7 1/2) hours worked and double (2X) time for all additional hours.
- (d) Once an employee commences a shift on a Sunday overtime rates shall apply until the shift is completed.

12:02

Should overtime be scheduled then the Employer shall distribute the overtime as equitably as possible by seniority having regard for skills and qualifications. Further:

- (a) Unscheduled overtime will first be offered to those on 'the call'
- (b) Management will maintain a record of overtime reflecting
 1. hours worked and declined
 2. opportunities offered on basis of special skills and / or licenses
 3. show work versus maintenance versus snow removal
- (c) Emergency call-ins shall not be charged
- (d) Overtime work is to be voluntary provided however, that if sufficient employees who normally perform the work do not volunteer, then the employer shall assign the overtime work.
- (e) Employees who are unavailable or not working during the period when overtime is assigned, will forfeit any claim to the overtime.

The Employer will make available to each Union Steward a recap of the overtime worked in the previous month.

- 12:03 The employer will endeavour to give the employees advance notice in the event of unscheduled overtime.
- 12:04 Any employee who has been properly assigned by seniority and qualifications to work on a show or event shall be entitled to complete the move-in, set-up and move-out of such show or event without being subject to seniority bumping by a senior employee until completion of the show/event to which they have been assigned.

ARTICLE 13 – Holidays

- 13.01 All work performed on the following Holidays shall be deemed overtime work and paid for at the rate of double the regular day shift rate. Once an employee commences a shift on a Holiday, overtime rates shall be applicable until the shift is completed:

New Year' Day	Good Friday	Civic Holiday	Boxing Day
Family Day	Easter Sunday	Labour Day	Christmas Day
Victoria Day	Canada Day	Thanksgiving Day	

For Labourers, when any of Christmas Day, Boxing Day, New Years Day and Canada Day fall on a weekend day and an alternate day is declared by Exhibition Place, the declared day will be paid at the premium rate set out in this Article. It is understood and agreed that the alternative day so designated may fall immediately before or after the weekend day, at the discretion of Exhibition Place. If an employee also works the actual day, that day will be paid per Article 12.

ARTICLE 14 - Payment of Wages

- 14:01 All time books are to be closed weekly and employees shall be paid by each Thursday. Pay cheques shall normally be provided to regular employees in envelopes. It is agreed, however, that this shall not be required during the period July 15 to September 15 each year.

- 14.02 When an employee is laid-off or discharged, the employee's pay will be available at the office by the following Thursday. Should the employee not pick up their pay on Thursday it shall be sent to the last known address by regular mail. The Record of Employment of the laid off or discharged employee will be submitted electronically within five (5) days following the end of the pay period in which the employee was laid off.

ARTICLE 15 - Vacation Pay and Statutory Holidays

- 15:01 All employees covered by this Agreement shall receive as follows:

The vacation pay rate shall be four per cent (4%) of gross wages earned; the statutory holiday pay shall be six per cent (6%) of gross wages earned, for a total of ten per cent (10%).

In the event of a legislative change affecting the Vacation Pay rate the agreement will be amended so as to provide a maximum ten per cent (10%) payment for Vacation and Statutory Holiday Pay.

Payment of such prescribed vacation and statutory holiday pay shall be made quarterly on or before the first days of January, April, July and October in each year for regular employees holding seniority and on a weekly basis at the time of normal payment of wages for all other casual and probationary employees. Such payment shall be deemed to be in accordance with the Employment Standards Act and this Collective Agreement as payment in lieu of any statutory holiday and vacation entitlement.

- 15:02 Time off for vacations will be arranged by mutual agreement between the Employer and the employee with a minimum of three (3) weeks to be taken by each employee, during the period of any one year. Where a holiday occurs during a vacation period an additional day of vacation shall be granted.

ARTICLE 16 - No Strikes, No Lockouts

16:01 In view of the Grievance and Arbitration Procedure provided in this agreement, it is agreed by the Union that there shall be no strike or stoppage of work, either complete or partial, and the Employer agrees that during the term of this agreement there shall be no lockouts.

ARTICLE 17 - Grievance and Arbitration Procedure

17:01 Any dispute, difference, controversy or grievances affecting or arising out of the interpretation or administration of this Agreement shall be adjusted, if possible, by negotiations between specially appointed Representatives of the Employer and Trade Union. A meeting to discuss any such dispute or grievance shall be called within five (5) days after the circumstances giving rise to the dispute or grievance and shall endeavour to reach a decision within two (2) days thereafter.

17:02 Where a difference arises between any of the Parties hereto relating to the interpretation, application or administration of this agreement including any questions as to whether a matter is arbitral, either of the Parties may, after exhausting the grievance procedure described above, notify the other Party in writing of the desire to submit the difference or allegation to arbitration, and the notice shall contain the proposed names of 3 single arbitrators. Such written notice shall also state clearly, the matter or matters in dispute to be dealt with at Arbitration and what relief, if any is claimed by the Parties requesting arbitration. The Party receiving such notice shall within five (5) days, advise the other Party of the agreed to nominee.

17:03 The fees and expenses of the Arbitrator shall be borne one-half by the Union and one-half by the Employer. Any other costs or expenses in connection with such arbitration shall be borne by the Party which incurs them.

17:04 If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limit set out herein, the appointment shall be made by the Minister of Labour for Ontario upon request of either party.

17:05 It is understood that the authority and / or decision made by such Arbitrator is limited in that there shall be no alteration to or subtraction from or modification or amendment to any part of this Agreement.

Mediation

17:06 Once Local 506 has processed a grievance to arbitration, both parties may within twenty (20) working days agree to use the services of a mutually agreeable Mediator to assist the parties in resolving the grievance. The grievor(s) will attend the mediation meeting at the request of Local 506. The parties will jointly, in equal shares, bear the expenses of the Mediator. Any mutually agreeable resolution reached by the parties through such mediation shall be binding upon the parties but shall be without precedent or prejudice. In the event that no mutually agreeable resolution is reached, the grievance will proceed to arbitration.

ARTICLE 18 - Jurisdictional Disputes

18:01 When a work claim dispute arises between the Union which is a Party to this Agreement and any other Union, persons or Organization which cannot be settled to the satisfaction of all Parties concerned, such dispute shall immediately be processed as a complaint to the Ontario Labour Relations Board, requesting an order from the Board as outlined in the Labour Relations Act, 1995 S.O. c.1, as amended, and in the meantime work will continue as assigned by the Employer until otherwise directed by the Ontario Labour Relations Board.

ARTICLE 19 - Bereavement Pay

- 19.01 For employees actively employed and on the seniority list, in the event of a death of an immediate relative (Father, Mother, Spouse, Son, Daughter, Brother, Sister, Mother-In-Law, Father-In-Law) the Employer will grant three (3) days leave of absence, and for Grandparents or Grandchild, two (2) days leave of absence, and for Brother-In-Law or Sister-In-Law a one (1) day leave of absence. The day(s) granted shall be consecutive days and for any day which would have been a regularly scheduled work day the employee will be paid seven and one-half (7 ½) hours at the straight time rate of pay for the purpose of attending the funeral, or memorial service.
- 19.02 Should the employee be required to travel in order to attend or prepare for the funeral or memorial service, then additional unpaid leave of absence shall be granted.

ARTICLE 20 - Injury Allowance

- 20:01 An employee injured on the job shall be paid for the balance of the shift in which the injury occurs, if, as a result of such injury, the employee is sent to the hospital on the Employer's instructions. The employee shall return to work on the same date, unless otherwise instructed by the medical attendant.

ARTICLE 21 - Emergency Call-In

- 21:01 (a) Qualified employees called back to work after completing their regular shift shall be paid at the appropriate overtime rate, but in no case shall they be paid less than the equivalent of four (4) hours' pay at their regular straight time hourly rate.
- (b) A same day call in for work that could not be pre-scheduled shall not exceed one shift in duration with a minimum of four (4) hours at the appropriate rate of pay. This call-in will be carried out in order of seniority and qualifications.

ARTICLE 22 - Protective Equipment

22:01 The Employer will provide such special protective equipment as may be required from time to time by employees who are exposed to hazardous conditions in the performance of their jobs and employees whose normal duties have been in the plant, shall be provided with protective clothing if assigned to work outside.

22:02 The Employer shall accumulate for each employee with seniority, the sum of eight cents per hour worked for the purpose of purchasing 'green patch / OMEGA' safety footwear. Upon receiving proof of purchase, the employee will be reimbursed from their actual accumulated funds for the cost of their new safety footwear.

Safety footwear is a requirement of the job and any employee reporting for work without safety footwear will not be permitted to take duty

22:03 Where materials being handled impair the vision of a forklift or dump truck operator in a manner which creates a definite safety hazard, an additional employee may be requested through supervision to work with the operator. The Safety Officer, or designate of Exhibition Place, shall provide a determination as to need, should such be required in any instance of disagreement.

ARTICLE 23 - Government Legislation

23:01 In the event that any of the provisions of this Collective Agreement are found to be in conflict with any valid and applicable Federal or Provincial Law now existing, or hereinafter enacted, it is agreed that such Law shall supersede the conflicting provisions without in any way affecting the remainder of the Collective Agreement.

ARTICLE 24 - Work or Refreshment Break

24:01 The Employer agrees that all employees will be allowed a 15 minute work or refreshment break during the hours of work in each half of their respective shifts.

ARTICLE 25 - Work Jurisdiction, Classification and Wages

25:01 Included in Appendix "A" and "B" forming part of this Collective Agreement.

ARTICLE 26 - Welfare

26:01 It is agreed that the established Labourers' Union Local #506 (Construction Division) Employee Benefit Trust shall continue and the Employer shall pay the amounts indicated below per hour worked by each employee covered by this Agreement (save and except Casuals and Students). Such monies shall be entered on a Form as designated by the Trustees from time to time and remitted directly to the said Welfare Fund by the fifteenth (15th) of the month following the month for which contributions are made.

Effective April 1, 2013 the contribution shall be two dollars and ninety cents (\$2.90).

Effective April 1, 2014 the contribution shall be two dollars and ninety cents (\$2.90).

Effective April 1, 2015 the contribution shall be two dollars and ninety cents (\$2.90).

26:02 At no time shall the contributions be paid directly to the employee. If payment is over thirty (30) days late, interest at five percent (5%) per month shall be paid from the due date provided the Employer is given five (5) days after notice to correct such delinquency. In addition, the delinquent employer may be required by the Trustees of the Funds to deposit with the Trustees and Two Thousand Five Hundred Dollar (\$2,500) cash bond.

ARTICLE 27 – Pension

27:01 It is agreed that the established Labourers' Pension Fund of Central and Eastern Canada as established by a trust agreement dated February 23rd, 1972 and all amendments thereto, shall continue and the Employer shall pay the amounts indicated below per hour worked by each employee covered by this Agreement (save and except Casuals and Students). Such monies shall be entered on a Form as designated by the Trustees from time to time directly to the said Fund and remitted before the fifteenth (15th) of the month following the month for which contributions are made.

For Labourers:

- Effective April 1, 2013 an amount of four dollars (\$4.00).
- Effective April 1, 2014 an amount of four dollars (\$4.42).
- Effective April 1, 2015 an amount of four dollars (\$5.26).

For Cleaners:

- Effective April 1, 2013 an amount of three dollars and sixteen cents (\$3.16)
- Effective April 1, 2014 for group 1, an amount of three dollars and fifty-five cents (\$3.55)
- Effective April 1, 2014 for group 1A, an amount of three dollars and fifty-nine cents (\$3.59)
- Effective April 1, 2014 for group 2, an amount of three dollars and forty-four cents (\$3.44)
- Effective April 1, 2014 for groups 3 and 4 an amount of three dollars and sixteen cents (\$3.16)
- Effective April 1, 2015 for group 1, an amount of four dollars and thirty-four cents (\$4.34).
- Effective April 1, 2015 for group 1A, an amount of four dollars and forty-six cents (\$4.46).
- Effective April 1, 2015 for group 2, an amount of four dollars and two cents (\$4.02).

- Effective April 1, 2015 for groups 3 and 4, an amount of three dollars and sixteen cents (\$3.16).

Each monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer's Payroll, ending nearest to the last day of the preceding calendar month.

- 27:02 Every Employer bound by this Collective Agreement hereby covenants and agrees to sign a Participation Agreement with the Trustees in the Form attached hereto.
- 27:03 Effective April 1, 2013 the contribution will be twenty cents (\$0.20) to the Labourers' Union Training Fund for all members who have established a seniority date with Exhibition Place. This last nickel is employer contributed and is in addition to wage increase.

ARTICLE 28 - Jury Duty

- 28:01 The Employer agrees that any employee having attained seniority and actively at work who is summoned to perform jury duty shall be paid not more than seven and one-half (7 1/2) hours pay at the employee regular straight time hourly rate. The employee shall be required to furnish satisfactory evidence that they reported for jury duty on the days for which payment is claimed. The foregoing provisions shall apply to any employee who is subpoenaed to court as a Crown Witness or for any work related matter excluding employees who are subpoenaed by the Union for labour relations or arbitration matters.

ARTICLE 29 - Labourers' Union Administration Fund Deduction & Contributions

- 29:01 The employee hereby agrees that the Employer shall deduct an amount of three per cent of the base hourly rate for each hour earned (save and except students) to be allocated to the Labourers' International Union, Local #506 Administration Fund.

- 29:02 Such deductions shall be made monthly and remitted along with the welfare monies, not later than the fifteenth (15th) of each month following the month for which deductions were made, for deposit, Labourers' Union Administration Fund.
- 29:03 The Union undertakes to hold harmless and agrees to indemnify the Employer and successors, administrators and assigns against any liability incurred by each or all of them by reason of their having made payments into the Labourers' Administration Fund.
- 29:04 The employer will deduct from each member with seniority seven cents per hour worked for the Union's Legal Plan.
- 29:05 The employer will deduct one cent from each member with seniority for each hour worked and will contribute one cent for each hour worked by members with seniority, the money to be directed to the De Novo Treatment Centre.

Article 30 - Labour Management Committee

- 30:01 The parties agree to hold joint labour / management committee meetings on the last Monday of October, February and May each year or as the parties otherwise agree is necessary, in order to constructively discuss and attempt to resolve any problems arising during the life of the Collective Agreement. There shall be a maximum of three employee representatives of the Union or two employees and a Union representative and three members of the Employer. The employee representatives shall not suffer a loss of pay for time spent in the meeting.

Any concerns or items that either party wishes to discuss with the other party should be presented in writing to the other party at least seven (7) calendar days prior to the meeting.

Article 31 - Working Forepersons and Lead Hands

31:01	Rates: Working Foreperson	\$3.00 per hour worked
	Lead Hand	\$1.00 per hour worked

Article 32 – Disciplinary Notations

- 32.01 Where an employee has not received a disciplinary notation for a period of three (3) calendar years, any disciplinary notation(s) recorded on the employee's personal file shall be null and void. If the employee requests the removal of a disciplinary notation after the three (3) year period, it shall be removed from the employee's personal file.

APPENDIX "A"

Forming part of a Collective Agreement between the Board of Governors of Exhibition Place, and the Labourers' International Union of North America, Local #506.

A1 Wages

	Oct. 1/12 to Mar 31/13	Apr. 1/13 to Mar 31/14	Apr. 1/14 to Mar 31/15	Apr. 1/15 to Mar 31/16
% Increase	0.50%	1.50%	1.50%	1.50%
Wages:				
Labourer	\$27.40	\$27.81	\$27.81	\$27.81
Vacation 10%	\$ 2.74	\$ 2.78	\$ 2.78	\$ 2.78
Total	\$30.14	\$30.59	\$30.59	\$30.59
Increase to Pension Contribution			\$0.42	\$0.84
Student	\$12.41	\$12.60	\$12.79	\$12.98
Vacation 10%	\$ 1.24	\$ 1.26	\$ 1.28	\$ 1.30
Total	\$13.65	\$13.86	\$14.07	\$14.28
Premiums:				
Lead Hand - Premium	\$1.00	\$1.00	\$1.00	\$1.00
Shift Premium	\$1.30	\$1.30	\$1.30	\$1.30
Foreperson - Premium	\$3.00	\$3.00	\$3.00	\$3.00
Health & Welfare Benefits: co21	\$2.90	\$2.90	\$2.90	\$2.90
Pension	\$4.00	\$4.00	\$4.42	\$5.26
0.20 Training Fund + 0.01 De Novo	\$0.21	\$0.21	\$0.21	\$0.21

A2 Work Jurisdiction

Work jurisdiction - All work performed directly by the Employer, including but not limited within the Operations Division.

- 1) the tending or assisting of all tradespersons;
- 2) pick-up and delivery of all seating, furniture and other materials when and where a tractor, trailer or fork lift is employed;
- 3) handle and provide required assistance in installation of railings, fences, gates, barriers, tents and collapsible structures, bleachers, benches, ramps and docking ramps;
- 4) operation of all equipment including forklifts, tractors and truck driving related to labourer's work;
- 5) minor repairs to doors, crash-bars and carpeting, removal and installation of all floor and ceiling tile;
- 6) clearing all roofs and eaves of debris and all walkways, ramps door egresses, fire hydrants and catch basin areas of snow;
- 7) erection, moving and dismantling of all scaffolding;
- 8) all labour related maintenance of all inside and outside areas including installation of signs, banners, flags, glass and mirrors;
- 9) recording of work time and accounts;
- 10) all related operations not listed above.
- 11) provide for material handling and maintenance of rental department material and equipment including office furniture, bleachers, staging, platforms, barriers, ticket boxes and turnstiles.

A3 Electrical Department Helper - Provide assistance to the electricians in the following areas:

- 1) Distribution of electrical supplies to various job sites;
- 2) Meter readings and / or service size records;
- 3) Material pick-up at wholesalers;
- 4) Material storage and inventory in the electrical shop;
- 5) Other tasks necessary to carry out an electrician's duties.

This classification will carry its' own independent and separate seniority. It is understood that the Employer will have exclusive rights to select the candidates for this position but will as a condition of employment have to become a member of the Bargaining Unit and the Union will accept these candidates as members. These employees shall in no case perform work outside their classification.

A4 Spotter / Propane Handler

Primary Functions: As directed / as required, support trade persons, contractors and tenants across the grounds.

Major Responsibilities:

- 'Spot' for various operators during use of high reach equipment.
- Coordinate transfer of propane cylinders and monitor inventory.
- Distribute / pick-up propane cylinders to clients across the grounds. Complete all documentation.
- Deliver tools and materials.
- Pick-up / deliver material off grounds when authorized / directed.
- Perform 'traffic control' duties on site roads.

Key Qualifications:

1. Valid Class G driver's license.
2. Certificate in Propane Handling and Transportation, High Reach, Fall Arrest, W.H.I.M.I.S, Traffic Control.
3. Ability to read and write in the English language.
4. Flexibility to work nights, weekends and/or holidays, as required by shows / events.

Work day will be 8 hours with ½ hour lunch. Shift work as required. Continental work week.

A5 Students - In order to provide employment for students during the period from June 1st, to September 30th, of each year it is agreed the Employer may hire one (1) student to six (6) regular employees. The regular number of working hours per day shall be seven and one-half (7 1/2) and the regular number of working hours per week shall be thirty-seven and one-half (37 1/2). All work performed in excess of seven and one-half (7 1/2) hours per day shall be as follows: Time and one-half the regular day shift rate. All hours worked in excess of thirty-seven and one-half (37 1/2) hours per week shall be paid at the rate of time and one-half the regular day shift rate.

Students may be offered overtime only if employees with seniority and/or recalled employees are all offered overtime first. In addition, students shall receive vacation pay entitlement as per employment standards at the time of normal payment of wages. Students will pay an initiation fee directly to the Union.

A6 Within the Stadium

Work Jurisdiction - All work performed directly by the Employer, including but not limited to:

- 1) maintenance and repair of all seating and furniture, including all rental furniture;
- 2) maintenance and repair of all railings, fences, gates, barriers and turnstiles;
- 3) maintenance and repair of all mechanical field equipment;
- 4) operation of all equipment including forklifts, tractors, scrubber, game-savers, vacuum equipment;
- 5) maintenance and repair of the natural field and artificial surfaces including spray painting of all marking, placing and removal of all surface protection and rubber warning track repairs;
- 6) all constructing work including light carpentry work and repairs to doors, crash bars, floor and ceiling tile and carpeting;
- 7) maintenance and repair of all roofs of all structures;
- 8) maintenance of all inside and outside areas including installation of signs, flags, glass and mirrors, all cleaning, sweeping, washing and steam cleaning, painting of all parking lots and general painting;
- 9) shipping, delivery handling and moving of all materials and equipment in and out of the Stadium;
- 10) erection, moving and dismantling of all scaffolding;
- 11) recording of work time and accounts;
- 12) all related operations not listed above.

APPENDIX "B"

Forming part of the Collective Agreement between the Employer and the Union, the following conditions shall apply only to employees engaged as Cleaners.

Notwithstanding anything to the contrary, the following conditions shall apply to employees of the Employer engaged within the Cleaning Department. In the event that any of the provisions in this Appendix "B" are found to be in conflict with the Collective Agreement, it is agreed that the provisions of Appendix "B" shall govern.

B1 Hours of Work

- (a) The regular working day shall be between 7:00 a.m. and 4.00 p.m.
- (b) The Department will work a 'Continental Workweek' which shall consist of thirty-seven and one half (37 1/2) hours per week made up of seven and one half (7 1/2) hours per day.
- (c) The maximum number of straight time hours per day shall be seven and one half (7 1/2) and the maximum number of straight time hours per week shall be thirty seven and one half (37 1/2) and work out side these hours shall be overtime work.
- (d) A one half hour lunch period shall be taken by employees at approximately the half way point in their shifts. Where necessary, lunch hours will be staggered.
- (e) With the exception of large shows (i.e. CNE / RAWF / Boat Show / National Home Show) Management will include positions and work assignments on the electronic schedule.

B2 Shift Premiums:

B2 (a)	Days	07:00 – 04:00	
	Afternoons	16:01 – 00:00	\$1.30
	Midnights	00:01 – 05:59	\$1.60

- B2 (b) Any cleaner commencing a shift between 06:00 a.m. and 07:00 a.m. shall be paid in accordance with B2 only for the first 4 (four) hours of the shift. All remaining hours

worked of the shift shall be paid at the regular straight time hourly rate, subject to B2 (a) above.

B2 Overtime

- a) The employer will endeavour to give the employees advance notice in the event of unscheduled overtime.
- b) The wage rate after seven and one-half (7 1/2) hours in a shift shall be paid at time and one-half (1 1/2) for the first hour and a half (1.5) hours and double (2) time for all additional hours.
- c) The wage rate after thirty seven and one-half (37 1/2) hours in a week (6th and 7th day) shall be paid at double (2) time for each shift.

B3 Weekend Premium

Cleaners assigned to work Saturday and / or Sunday will receive a premium of \$2.00 per hour worked when not being paid at overtime rates. There will be no pyramiding of rates or premiums.

B4 Temporary Assignments

An employee in the Cleaning Department assigned to temporarily perform the regular duties of a higher classification will be entitled to be paid at the higher rate for such classification for the term of assignment. Such temporary assignment shall not result in seniority bumping of any employee holding the same classification on a regular basis.

B5 Wage Rates and Classifications

- a) During the lifetime of this Agreement, the Employer agrees to pay and the Union agrees to accept the wage rate as set out below:

	Oct. 1/12 to Mar 31/13	Apr. 1/13 to Mar 31/14	Apr. 1/14 to Mar 31/15	Apr. 1/15 to Mar 31/16
% Increase Wages:	0.50%	1.50%	1.50%	1.50%
Group 1	\$ 25.51	\$ 25.89	\$25.89	\$25.89
Vacation 10%	\$ 2.55	\$ 2.59	\$ 2.59	\$ 2.59
Total		\$ 28.48	\$ 28.91	\$ 29.34
Pension Contribution			\$ 0.39	\$ 0.79
Group 1A	\$ 28.15	\$ 28.57	\$ 28.57	\$ 28.57
Vacation 10%	\$ 2.82	\$ 2.86	\$ 2.86	\$ 2.86
Total		\$ 31.43	\$ 31.90	\$ 32.38
Pension Contribution			\$ 0.43	\$ 0.87
Group 2	\$ 19.02	\$ 19.31	\$ 19.31	\$ 19.31
Vacation 10%	\$ 1.90	\$ 1.93	\$ 1.93	\$ 1.93
Total	\$ 20.92	\$ 21.24	\$ 21.24	\$ 21.24
Pension Contribution			\$ 0.28	\$ 0.58
Group 3	\$ 13.21	\$ 13.41	\$ 13.61	\$ 13.81
Vacation 10%	\$ 1.32	\$ 1.34	\$ 1.36	\$ 1.38
Total	\$ 14.53	\$ 14.75	\$ 14.97	\$ 15.19
Group 4	\$ 12.14	\$ 12.32	\$ 12.51	\$ 12.69
Vacation 10%	\$ 1.21	\$ 1.23	\$ 1.25	\$ 1.27
Total	\$ 13.35	\$ 13.55	\$ 13.76	\$ 13.96
Electrical Helper/Propane Handler	\$ 16.28	\$ 16.52	\$ 16.77	\$ 17.02
Vacation 10%	\$ 1.63	\$ 1.65	\$ 1.68	\$ 1.70
Total	\$ 17.91	\$ 18.17	\$ 18.45	\$ 18.72

	Oct. 1/12 to Mar 31/13	Apr. 1/13 to Mar 31/14	Apr. 1/14 to Mar 31/15	Apr. 1/15 to Mar 31/16
% Increase	0.50%	1.50%	1.50%	1.50%
Wages:				
Casual (Op.G.Equip.)	\$ 16.94	\$ 17.19	\$ 17.45	\$ 17.71
Vacation 10%	\$ 1.69	\$ 1.72	\$ 1.75	\$ 1.77
Total	\$ 18.63	\$ 18.91	\$ 19.20	\$ 19.48
Casual	\$ 12.41	\$ 12.60	\$ 12.79	\$ 12.98
Vacation 10%	\$ 1.24	\$ 1.26	\$ 1.28	\$ 1.30
Total	\$ 13.81	\$ 13.86	\$ 14.07	\$ 14.28
Health & Welfare Benefits	\$ 2.90	\$ 2.90	\$ 2.90	\$ 2.90
Pension - Group 1	\$ 3.16	\$ 3.16	\$ 3.55	\$ 4.34
Pension - Group 1A	\$ 3.16	\$ 3.16	\$ 3.59	\$ 4.46
Pension - Group 2	\$ 3.16	\$ 3.16	\$ 3.44	\$ 4.02
Pension - Group 3 & 4	\$ 3.16	\$ 3.16	\$ 3.16	\$ 3.16
Training Fund De Novo	\$ 0.21	\$ 0.21	\$ 0.21	\$ 0.21

- b) Upon ratification of this Collective Agreement renewal (2009): A new Group 4 Cleaner position will be added. The November 1, 2009 rate shall be \$0.50 greater than the Casual rate.
- c) Following the completion of 600 hours in a contract year, persons who are qualified to do Group 3 or above work would be put on the seniority list with accrual of required hours. Those whose skills do not exceed Group 4 work be put on the seniority list with accrual of required hours. Group 4 Cleaners on the Seniority list will receive the benefit package. Group 3 Cleaners on the Seniority list will not be put back into Group 4.
- d) When a vacancy occurs in any of the above classifications, an employee with the most seniority and who has the ability and skill to perform the work in the classification will be given the opportunity to apply for the job.

B6 Students and Casuals

- (1) The maximum number of hours per week for students shall be forty-four.
- (2) The maximum number of hours per day shall be nine hours per day for four days and a maximum of eight hours for one day.
- (3) All hours worked in excess of nine hours per day and forty-four hours per week shall be paid for at time and one-half the regular day shift rate.
- (4) The parties agree that for the Royal Winter Fair, the CHIN Picnic and the period of July through to September 15th students may be hired provided that:
 - (a) they become a member of the Union. \$20.00 shall be deducted from their first pay and remitted to the Union for this purpose;
 - (b) all seniority and regular casual employees have had the opportunity to work;
 - (c) they are enrolled in an educational program.
- (5) Student employees shall receive vacation pay entitlement as per Employment Standards at the time of normal payment of wages.
- (6) Casual employees will be paid ten per cent of their wages in lieu of Statutory Holiday pay and Vacation pay.
- (7) No Welfare and Pension contributions shall be made for student and casual employees.

B7 Cleaning Classifications

- (a) The parties acknowledge and agree that the hereinafter described work and job classifications forming part of this Agreement are provided as a guide in identifying the various jobs normally existing in the Company, which shall be performed primarily by employees in the Bargaining Unit.

(b) The following definitions shall be a system of classifications to establish rates in each group.

Group 1 - Employees who in addition to the requirements in Group 2 must perform any of the functions and/or operate the equipment specified below:

Operator of Trailer Compactor and GRD Hydraulic Loader

Sani-Van operator - inside and outside

Class D Street Sweeper - inside and outside

Auto scrub machines

Front End Loader - Massey type

Bobcat Operator

Flusher Operator

Stockroom

When using a lift in excess of sixty feet

Group 1(A) - Employees who drive equipment that requires a class "A" Licence.

Group 2 - Employees who perform the following functions:

Operate a small scrub machine - walk behind

Tractor driver

Operate small front end loader

Shampoo Carpets

Operate Small Sweeper - rider

Stripping/Sealing of floors

Requiring use of high reach equipment – 60 feet or less

Vacuuming - shows (Includes walk behind type and super sucker) Does not include upright type vacuum)

Operate Steam Machine

Operate a Blower

Heavy mopping

Plastic Baler

Group 3 - Employees who perform the following functions:

Washing of garbage containers

Relocating/distribution of garbage containers

Tractor helper

Office cleaning including vacuuming

Sani-van helper

Cleaning of light fixtures, general signs (i.e.: Exit signs etc.)

Washing walls

Washing walkways

Vacuuming exhibit booths (upright vacuum only)

Group 4 – Cleaners who perform the following functions:

Washroom Attendant

Pick-up, rake or sweep garbage

Cleaning of washrooms

Light mopping

(c) If an employee is transferred from one classification to another, they shall receive the rate of the group to which they are transferred.

(d) Should an employee return to their former position or should the Employer determine that he employee is not able to perform the job with reasonable competence then the employee may be returned to their former position.

During the term of the Collective Agreement the Employer agrees to provide training to an individual appointed by the Union to ensure that at least one Local 506 member is trained as a Certified Health and Safety Representative. Participation in the joint Occupational Health and Safety Committee will be subject to the legislated requirements of that Committee.

LETTER of INTENT #2

Subject: Cleaners Guarantee

The Board of Governors will provide forty-nine (49) weeks of work to the number of positions listed below. Employees within these positions will be required to take 3 (three) weeks' vacation as noted in clause 15.02 of the collective agreement.

1 (one)	Group 1 employee
3 (three)	Group 1A employees
3 (three)	Group 2 employees
1 (one)	Group 3 employee

The Board of Governors will provide 45 (forty-five) weeks of work to the number of positions listed.

Employees within these positions will be required to take 3 (three) weeks' vacation as noted in clause 15.02 of the Collective Agreement.

3 (three)	Group 3 employees
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Replacement office cleaners whether temporary or permanent will receive the Group 3 rate of pay for office cleaning.

Vacancies in the above positions will be filled through a job posting conducted by the Human Resources Division and the successful candidates will not be subject to seniority bumping.

LETTER of INTENT #3

RE: LEASES

1. The parties agree that the policy attached hereto as Letter of Intent #4 (the "Policy") will be issued by P. Moore, Chief General Manager, of the Board of Governors to all General Managers of Exhibition Place, and that the leases entered into by the Employer from and after December 31, 1991, shall be in accordance with the Policy.
2. The Employer agrees that, where violations of the Policy are observed by, or brought to the attention of the Employer, the Employer will make every effort to recover from the responsible lessees all losses suffered by the Union and its members. The Employer will compensate the Union for these losses if recovery is made from any lessee.
3. The parties recognize and agree that this Letter of Understanding and its appendices form part of the Collective Agreement and therefore are subject to the grievance and arbitration provisions of the Collective Agreement, subject to the limitations of paragraph 7 of this Letter of Understanding.
4. The parties agree that individual Exhibitors, operating as a "Family Enterprise" will not be governed by the Policy. However, if in the operation of the Exhibit any Exhibitor hires personnel who are not relatives of the Proprietor to do work covered by this collective

agreement, coming under the jurisdiction of Local 506, then this work will be covered by the Policy.

5. The parties agree that individual exhibitors, other than those referred to in section 4, shall have the right to utilize their own exhibit staff to perform minor cleaning of their booth at the end of each day. Additionally, such exhibitors may perform minor material handling functions with their own exhibit staff when power equipment is not required.
6. New Events (which are not trade and consumer shows) will be covered by the Policy. However, the parties will discuss them, and the Union will show flexibility to ensure promotion of same.
7. The Union agrees that the Employer shall not have any monetary liability and shall not be subject to any monetary claims or monetary relief grievances with respect to any violation of the Policy by the Employer up to and including October 15, 1992. However, the Employer will be liable for monetary claims or monetary relief grievances for violations of the Policy by the Employer after October 15, 1992, notwithstanding any provision of any lease, contract or arrangement between the Employer and the third party.
8. The Union and the Employer agree that this Letter of Understanding and its appendices maintain the status quo with respect to work jurisdiction.

LETTER of INTENT #4

Re: Use of Labourers' Union during Trade Shows

This will confirm the policy with respect to the use of members of the Labourers' International Union of North America Local 506 for trade and consumer shows at Exhibition Place.

It is the general policy of the Board of Governors of Exhibition Place that we operate as a unionized, Labourers' Union trade show site. Please therefore ensure that our Trade show leases provide that any work performed by or on behalf of the lessee coming within the jurisdiction of

the Labourers' Union shall be performed by companies bound to a collective agreement with Labourers, Local 506.

For the purpose of clarity the following work, but not limited to the following, comes within the jurisdiction of Local 506:

- all material handling;
- cleaning;
- erection, dismantling, decorating and setting up of trade and consumer shows, exhibits and displays and all related work within the Union's jurisdiction.

Please take the appropriate steps to ensure that this policy is followed.

LETTER of INTENT #5

Letter of Intent #3 does not apply to leases between the Employer and lessees in respect of the following events:

- (a) Molson Indy
- (b) Canadian National Exhibition
- (c) Carabana
- (d) CHIN Picnic
- (e) Quarterama (Toronto International Horse Show)
- (f) R.A.W.F.
- (g) Charity Events
- (h) Non-Profit Events
- (i) Canadian Kennel Association

However, any work performed for these events by the Employer that is within the jurisdiction of the Union, shall continue to be performed by the Union's members under this Collective Agreement. The Employer will make every effort to get this work.

LETTER OF INTENT #6

Re: Construction Work

The Employer and Union agree as follows:

1. The Employer and Union agree that this Letter of Understanding is incorporated into and forms part of the Collective Agreement between the Employer and the Union.
2. The Employer agrees that all construction work coming within the jurisdiction of the Union shall only be contracted or sub-contracted to contractors who are in contractual relations with the Union.

3. The Employer shall not seek to make this Letter of Understanding or any of the contents thereof the subject of negotiations or to seek any changes there to prior to March 31, 2016 except with the Union's consent in writing.

Memorandum of Agreement Item Only

April 1, 2013	1.5% total increase to wages inclusive of benefits/pensions
April 1, 2013	A one-time signing bonus of 0.25% shall be paid to each 'seniority' employee currently on the seniority list, based on the total hours worked in 2012. The signing bonus does not apply to the base rate of pay.
April 1, 2014	1.5% total increase to wages inclusive of benefits/pension
April 1, 2015	1.5% total increase to wages inclusive of benefits/pension