

COLLECTIVE AGREEMENT

Between

The Board of Governors of Exhibition Place

(hereinafter called the "Employer")

-and

**Carpenters and Allied Workers, Local 27
United Brotherhood of Carpenters and Joiners of America**

(hereinafter called the "Union")

January 1st 2016 to December 31st 2018

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ARTICLE 1 - GENERAL PURPOSE

- 1.1 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Union, to secure prompt and fair disposition of grievances, to secure the efficient operation of the Employer's business without interruption or interference with work, and to set forth the rates of pay and other working conditions that have been agreed upon. It is recognized by this Agreement to be the desire of the Employer, the Union and the employees to co-operate fully, individually and collectively for the advancement of the said conditions.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive bargaining agent for all journeymen carpenters and carpenters' apprentices employed by the Employer in the City of Toronto save and except persons above the rank of working Foreperson, and persons covered by any subsisting collective agreement to which the Employer is a party.
- 2.2 This Agreement shall apply to all employees in the bargaining unit defined in Article 2.1.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The Union recognizes and acknowledges that the management of the Employer and its facilities and the direction of the working forces are fixed exclusively in the Employer, and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:
 - (a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause, provided that a claim by an employee who has acquired seniority that the employee has been discharged or disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (b) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall or retire employees, select employees for positions excluded from the bargaining unit;
 - (c) establish and administer tests for the purpose of assisting the Employer in determining an employee's qualifications;
 - (d) determine the location of operations, and their expansion or their curtailment, the direction of working forces, the sub-contracting of work, the schedules of operations, the number of shifts; determine the methods of processes to be employed, job content, quality and quantity standards, the establishment of work or job assignments; change, combine or abolish job classifications, determine the qualifications of an employee to perform any particular job; the nature of tools, equipment and machinery used and to use new or improved methods, machinery

and equipment, change or discontinue existing tools, equipment, machinery, methods or processes; decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, when overtime shall be worked and require employees to work overtime; the determination of financial policies, including general accounting procedures and relations with the public;

(e) have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees.

3.2 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the express provisions of this Agreement constitute the only limitations upon the Employers' rights.

ARTICLE 4 - UNION SECURITY

4.1 (a) All Employees under this Agreement shall, as a condition of employment, be members of the Union, and maintain such membership in good standing.

(b) No person shall be refused employment or Union membership for any reason as specified in the *Ontario Human Rights Code*. The Union and the Employer agree that it is the right of every employee to work in an environment free from harassment and discrimination on the grounds covered by the *Ontario Human Rights Code*.

4.2 The Union agrees that the Employer will have free selection of employees hired, provided that paragraph 4.1 (a) and (b) is complied with.

4.3 Each employee hired shall, before commencing work obtain a work referral form, which the Union hereby agrees to provide such employees, and a copy of this form will be given by the employee to the Employer and to the Union Steward.

4.4 Notwithstanding the foregoing, the Employer may hire employees under this Agreement through the Union's offices. However, if the Union does not provide sufficient, suitable personnel within forty-eight hours after the request by the Employer, the Employer may hire employees from any other source providing such employees are qualified and, where applicable, hold any necessary license. Where the Employer hires such employees, it agrees that they shall apply to the Union for membership and/or accept the payment from them of an amount equal to the regular monthly Union dues. Where the employee is willing to join and/or pay such dues, the employee shall be deemed to have complied with the Union membership requirements of this Agreement. When employees are hired from sources other than the Union, and they are not members of the Union, such employee may be replaced by a member of the said Union if such Union member is referred to the Employer by the Local Union within fourteen calendar, days of the first employee's date of hire.

4.5 During the term of this Agreement, the Employer agrees to deduct from the first pay covering the first full pay of the current month regular monthly Union dues or

a sum equivalent of the regular monthly Union dues as certified by the Union to be currently in effect according to the Constitution and Bylaws of the Union from the wages of each employee within the bargaining unit, and to remit the amount so deducted to the Union no later than the fifteenth of the following month.

- 4.6 The Union will not nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer.
- 4.7 The Union shall indemnify and save harmless the Employer against any and all suits, actions, causes of action, claims and demands or any other form of liability arising as a result of any action taken by the Employer for the purpose of complying with this Article.
- 4.8 Prior to contracting out any work now performed by members of the bargaining unit, which would result in the lay-off of bargaining unit employees, the Employer agrees to consider such feasible alternatives to contracting out as the Union may propose through such discussions.
- 4.9 In the event the Employer closes its Carpenter's section of the Operations Division, Maintenance Department, it shall provide sixty (60) calendar days written notice to the Union.

ARTICLE 5 - NO STRIKES OR LOCKOUT

- 5.1 In view of the orderly procedure established by this Agreement for the settlement of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike slowdown or stoppage of or interference with work either complete or partial and the Employer agrees that there will be no lockout of employees.

ARTICLE 6 - REPRESENTATION

- 6.1 The Employer agrees that there shall be a Union Steward in the bargaining unit who is selected by the Union and who has completed their probationary period. The Union shall notify the Employer in writing of the name of such Steward at the time of their appointment and the Employer shall not be required to recognize any Steward until it has been so notified in writing.
- 6.2 At any further negotiations for the renewal of this Agreement, the bargaining unit will be represented by the Union's representatives only.
- 6.3 A Steward shall not leave their regular duties to investigate any grievance or for any purpose without first obtaining the permission of their supervisor and the supervisor of any employee to whom the employee wishes to speak. It is understood that the permission of the supervisors shall not be unreasonably withheld. It is further understood that Stewards will not absent themselves from their regular duties unreasonably.

- 6.4 The Union representatives will not enter the premises of the Employer without obtaining the prior consent of the Employer. Such consent shall not be reasonably withheld.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 An employee who has a complaint relating to the interpretation or alleged violation of this Agreement shall discuss their complaint with their Supervisor within five (5) working days following the circumstances giving rise to the complaint. If such complaint is not resolved to the satisfaction of the employee, the employee may file a formal grievance at Step One. The following grievance procedure shall apply with the time limits strictly observed as set out by this Article.

STEP 1 Should the employee be dissatisfied with the Supervisor's disposition of the complaint, the employee may refer such matter in writing to their Supervisor and the Union Representative within five (5) working days of receiving the response (and in so doing may have the assistance of the Union Representative if the employee so desires) and the Supervisor shall answer the grievance in writing within seven (7) calendar days. The complaint shall constitute a formal grievance at Step 1 and shall be filed within seven (7) calendar days of receipt of the reply of the Supervisor to the complaint. The grievance shall specify the article or articles of the Agreement of which a violation is alleged, contain a brief statement of the facts relied upon, indicate the relief sought and be signed by the employee.

STEP 2 Should the employee be dissatisfied with the disposition of the grievance at Step 1 the Union representative shall meet with the representatives of management within ten (10) calendar days or a time mutually agreed to discuss the grievance. The grievor may be in attendance at the request of either party. If a settlement is not reached within five (5) calendar days of this meeting, it may be referred to arbitration as hereinafter provided.

- 7.2 The Union or the Employer may initiate a grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within ten working days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under Article 9 by either the Union in the case of a Union grievance or the Employer in the case of an Employer grievance. The Union may not institute a grievance directly affecting an employee or employees, which such employee or employees could themselves institute and the regular Grievance Procedure shall not thereby be by-passed.

- 7.3 Any complaint or grievance which is not commenced or processed through the next step of the Grievance or Arbitration Procedures within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union.

- 7.4 Employees who are covered by this Agreement shall be required to follow the procedures laid down in Article 7.2 and any employee shall not appeal directly to any Board member or Official of the Employer.

ARTICLE 8 - DISCHARGE AND SUSPENSION CASES

- 8.1 An employee who has acquired seniority and who is discharged or suspended shall be given a reasonable opportunity to meet with their Steward before leaving the Employer's premises.
- 8.2 An employee who has acquired seniority and who is discharged or suspended for more than three working days may file a grievance at Step 2 of the Grievance Procedure within seven calendar days after such discharge or suspension. An employee suspended for three working days or less shall take up their grievance at Step 1.
- 8.3 Where a grievance, which is filed under Article 8.2, is not settled the grievance may be referred to arbitration in accordance to Article 9.

ARTICLE 9 - ARBITRATION

- 9.1 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration.

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 27 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, Local 27 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.

- 9.1 (b) For an arbitration regarding discharge or suspension cases, an Arbitrator or Arbitration Board may make a ruling based on the following:
- a. confirming the Employer's action;
 - b. reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of their case);
 - c. disposing of the grievance in any other manner which may be just and equitable.
- 9.2 The Arbitrator or Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The Arbitrator, or the Board of Arbitration as the case may be, shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 9.3 Each of the parties hereto will bear the expenses of the Arbitrator appointed by it and parties will jointly share the expenses of the Arbitration Board, or single arbitrator, if any.
- 9.4 Each of the parties hereto will bear the expenses of the Arbitrator appointed by it and the parties will jointly share the expenses of the Chairperson of the Arbitration Board, if any.
- 9.5 The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 9.6 Where both parties hereto agree, a sole arbitrator may hear a grievance and the other provisions of this Article shall apply fully with necessary modifications.
- 9.7 Nothing specified in Article 9 prevents either party's ability to apply for expedited arbitration under section 49 under the Ontario Labour Relations Act.

ARTICLE 10 - SENIORITY

- 10.1 New employees will be considered as probationary employees until after they have completed a total of ninety (90) days worked in a calendar year for the Employer, or until paragraph 10.4 is complied with, whichever is the greater.
- 10.2 (a) subject to Article 10.4 below, after having completed a total of ninety (90) days worked in a calendar year, the employee shall commence to acquire seniority and shall be credited with ninety (90) days seniority.

- (b) seniority shall be accrued from the last date of hire subject to clause 10.1 and 10.6 (e).
- 10.3 A probationary employee shall have no seniority rights during their probationary period. It is recognized and agreed that during the probationary period, an employee shall be considered as being employed on a trial basis and may be discharged at the sole discretion of the Employer. Such discharge cases will not be subject to the grievance or arbitration procedures contained in this Agreement except where Article 4.1 (b) is violated.
- 10.4 An apprentice shall not acquire seniority until the employee has successfully completed the apprenticeship programme and has continued employment with the Employer, at which time the employee shall be credited with seniority as set out in Appendix 'A' effective from date of employment as a Journeyman.
- 10.5 Seniority shall be the deciding factor in the event of lay-offs or recalls, providing that any such senior employee has the ability and qualifications to perform the normal required work.
- 10.6 Seniority, once established for an employee, shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:
- (a) if the employee voluntarily quits;
 - (b) if the employee retires;
 - (c) if the employee is discharged for any cause and not reinstated through the grievance procedures;
 - (d) if the employee fails to report for duty after a lay-off or leave of absence in accordance with this Agreement;
 - (e) if the employee is laid off for a period equal to their seniority or twelve (12) months, whichever is shorter;
 - (f) if the employee is absent from work for three (3) scheduled working days without notifying the Employer, or fails to provide a reason for the absence which is acceptable to the Employer;
 - (g) if the employee is absent from work due to illness or non work related injury for more than one (1) year or a period equal to their seniority, whichever is shorter.
- 10.7 When an employee resigns, is laid off, or is discharged their Record of Employment will be sent electronically to Employment Insurance and employees will receive their regular pay and all other payments through direct deposit. Questions regarding an ROE or payment of wages are to be directed to the Payroll Manager.

- 10.8 When recalling an employee after lay-off, the employee shall be notified by registered mail and allowed forty-eight hours to report for work and, in the meantime, if any employee is recalled and is not immediately available for work, other employees in seniority standing shall be recalled but shall be temporarily employed until the senior employee reports within the forty-eight hour period as outlined. An employee to whom a registered letter is sent in accordance with this Article must contact the Employer within forty-eight hours of the notice of return to work if the employee wishes the Employer to hold the job open for them for the full forty-eight hour period. It shall be the employee's responsibility to keep the Employer notified as to any change of their address or telephone number so that they will be up to date at all times.
- 10.9 Employees promoted to supervisory positions or positions not covered by this Agreement will retain their seniority for a period of six months after promotion, and if transferred back into the bargaining unit the time served in such position shall be included in their seniority standing.
- 10.10 Seniority lists will be supplied to the Union as requested, up to twice per year.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

- 11.1 The regular work week shall consist of 37 1/2 hours worked in five (5) days, Monday to Friday inclusive. The regular workday shall consist of 7 1/2 hours per day. The Employer shall provide one week's notice of a change in shift. However, the hours may be moved under special circumstances or due to operational need, without one week's notice. In special circumstances, or when there is such operational need to change a shift, the employee and Steward will be given notice where practicable.

The Employer may schedule staggered start times between the normal working hours of 6:00 a.m. to 6:00 p.m.

- 11.2 A one-half hour lunch period shall be provided without pay.
- 11.3 A rest period of ten minutes shall be provided during the first half of each regularly scheduled shift and another rest period of ten minutes shall be provided during the second half of each regularly scheduled shift.
- 11.4 The Employer does not guarantee to provide work for an employee for regularly assigned hours or for any other hours.

OVERTIME

- 11.5 Time and one-half an employee's straight-time hourly rate shall be paid for all hours worked in excess of 7-1/2 hours in anyone day, Monday to Friday inclusive subject to Articles 11.1 and 11.6.
- 11.6 Time and one-half the employee's straight-time hourly rate shall be paid for all hours worked on Saturday, Sunday or a Statutory Holiday. Payments under this paragraph are premiums for working on Saturday, Sunday, or the Statutory Holiday,

as the case may be, and if an employee works on either day and such work is part of their regular shift on the preceding or subsequent day (e.g. part of the regular Friday shift which ends on the Saturday), the employee will not be paid any premium under this paragraph.

Notwithstanding the foregoing, management is entitled to reassign staff to a weekend shift where premium rates do not apply for the following three (3) shows/events during a calendar year: One of a Kind Show & Sale (Fall), One of a Kind Show & Sale (Spring) and National Home Show.

11.7 For the purpose of 11.6, the following days shall be recognized as Statutory Holidays:

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

11.8 Overtime premiums paid for any hour excludes that hour for consideration for overtime premiums on any other basis or for any other premiums, thus eliminating the pyramiding of any premiums.

11.9 Should overtime be scheduled then the Employer shall distribute overtime as equitably as practicable and in a nondiscriminatory manner. All overtime work is to be performed on a voluntary basis, provided however, that if sufficient employees who normally perform the work do not volunteer, and then the Employer shall assign the overtime work on a mandatory basis.

ARTICLE 12 - SHIFT PREMIUMS

12.1 A shift premium of \$1.00 per hour shall be paid for all hours worked after 6:00 p.m. and before 6:00 a.m. This premium shall be paid for actual hours worked and no overtime or premium shall be calculated thereon. Shift premiums shall not be paid in addition to overtime rates.

ARTICLE 13 - VACATION PAY AND STATUTORY HOLIDAYS

13.1 Employees shall be paid vacation pay at the rate of four per cent (4%) of the amount of the employee's total wages and shall be paid statutory holiday pay at the rate of six per cent (6%) of total wages, for a total of ten per cent (10%).

13.2 Payment of such vacation pay and statutory holiday pay shall be made to Carpenters Local 27 Vacation Pay Trust Fund, in trust for the employee. The Union shall indemnify and save harmless the Employer against any and all suits, actions, causes of action, claims and demands or any other form of liability arising as a result of any action taken by the Employer for the purpose of complying with this Article.

- 13.3 The aforesaid vacation pay and statutory holiday pay is agreed and shall be deemed to be in accordance with the Employment Standards Act and is agreed to provide benefits equal to or better than required by the Employment Standards Act.
- 13.4 Time off for vacations shall be arranged by mutual agreement between the Employer and employee with a minimum of three weeks to be taken by each employee during a period of anyone year. Where a holiday occurs during a vacation period, one (1) additional day will be granted.

ARTICLE 14 - CALL-IN PAY

- 14.1 If any employee is called into work after having left the Employer's premises and after completion of their regularly scheduled shift, the employee shall receive a minimum of four (4) hours' pay at their straight-time hourly rate. This provision shall not be applicable to overtime hours worked in conjunction with an employee's regularly scheduled shift and there shall be no duplication of this premium and any other premium provided for in this Agreement.

ARTICLE 15 - REPORTING PAY

- 15.1 Unless employees are notified prior to leaving home not to report to work, employees who report for work at the regular starting time and for whom no work is available, shall receive not less than two (2) hours of alternate work, or in the case of inclement weather, not less than one (1) hour of alternate work, such as may be available within the bargaining unit, or if no such work is available, shall receive two (2) hours' pay or one (1) hours' pay, as the case may be, at their straight-time hourly rate.
- 15.2 The provisions of this paragraph shall not apply in the event of strikes, power failures, or any other conditions beyond the control of the Employer which prevent the Employer from providing work or where the Employer is unable to advise the employee or leave a message not to report for work because the employee has not provided their current address and telephone number to the Employer or has been absent from work or on vacation on the preceding working day.

ARTICLE 16 - FRINGE BENEFITS

16.1 HEALTH & WELFARE

The Employer shall contribute to the Carpenters Local 27 Welfare Trust Fund as follows for each hour worked by each employee:

Effective January 1st, 2016 - \$2.35.

Effective January 1st, 2016, the Employer shall deduct from each employee's wages \$0.50 per hour worked and remit to the Carpenters Local 27 Welfare Trust Fund.

16.2 PENSION

The Employer shall contribute to the Carpenters Local 27 Welfare Trust Fund as follows for each hour worked by each employee:

Effective January 1st, 2016 - \$6.96 - Journeypersons and \$7.06 Forepersons

Effective January 1st, 2016, the Employer shall deduct from each employee's wages seventy cents (\$0.76) per hour worked and remit to the Carpenters Local 27 Pension Plan.

16.3 TRAINING TRUST FUND

Effective January 1st, 2016, the Employer shall contribute to the Carpenters Local 27 Training Trust Fund \$0.20 for each hour worked by each employee.

ARTICLE 17 - JOB CLASSIFICATIONS AND RATES OF PAY

17.1 The job classifications and rates of pay shall be as set forth in Schedule "A" attached hereto and forming part of this Agreement.

ARTICLE 18 - JURISDICTIONAL DISPUTES

18.1 When a dispute arises between the Union which is party to this Agreement and any other union, persons or organization with respect to a work claim, the parties involved shall first meet with the employer in an effort to settle the dispute to the satisfaction of all parties concerned and no grievance or referral to the Ontario Labour Relations Board shall be filed until such meetings have occurred. If such dispute cannot be settled to the satisfaction of all parties concerned, it shall be processed within five days of the aforesaid meeting between the parties as a complaint to the OLRB pursuant to Section 99 of the Labour Relations Act S.O.1995 c.1, as amended, and in the meantime, work will continue as assigned by the Employer until otherwise directed by the OLRB.

ARTICLE 19 - BEREAVEMENT LEAVE

19.1 The Employer shall pay an employee up to four (4) consecutive days at the employee's straight-time hourly rate for all regular time lost, in the event of the death of the employee's wife, husband, father, mother, child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law or grandparent. Payment shall be made only to the extent of time lost while making arrangements for and / or attending the funeral. In order to qualify the employee must:

- (a) have completed their probationary period, and
- (b) may be required by the Employer to provide satisfactory proof of death

19.2 Employees shall not be paid pursuant to this Article for Saturdays, Sundays, paid holidays, while on vacation or leave of absence or for any other period during which they would not have worked.

ARTICLE 20 - INJURY ALLOWANCE

20.1 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 - PROTECTIVE EQUIPMENT / TOOL ALLOWANCE

21.1 All safety equipment which is required by the Occupational Health & Safety Act and Regulations for Industrial Establishments of Ontario R.S.O. 1990, c.1 shall be supplied by the Employer, subject to paragraph 21.2.

21.2 The Employer shall, on the 1st of January for each year of this Agreement, establish a tool / safety shoe allowance fund of \$130.00 for each regular (non-probationary) employee. Only hand tools, not provided by the employer, supplementing the Journeyperson's work tool kit and proof of purchase in the form of original receipt(s) authorized by the Local 27 Foreperson and a member of Operations management will qualify for reimbursement. As of December 31st of each year, the fund will be zeroed out and not carried over.

ARTICLE 22 - TOOL LOCK-UP

22.1 The Employer shall provide a safe and weatherproof place with adequate shelving for employees to store their tools and clothing. Such place shall be kept locked at times when not in use.

ARTICLE 23 - PAY EQUITY

23.1 The parties agree that as of January 1st, 1990, there are no female dominated job classes within the bargaining unit, and therefore, there are no pay equity adjustments required. This statement is deemed to constitute the Pay Equity Plan.

23.2 SINGULAR - PLURAL

In this Agreement, any references to the singular shall include the plural and references to the plural shall include the singular.

ARTICLE 24 - TECHNOLOGICAL CHANGE

24.1 In the event of technological change affecting the Carpenters on staff the Employer and the Union will discuss the implementation of this technology.

24.2 In the event of the technological change necessitating specific training the Employer and the Union will meet to discuss the manner to best provide this training.

ARTICLE 25 - DURATION

25.1 This Agreement shall commence on the 1st day of January 2016 and end on the 31st day of December 2018, and continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty days nor more than ninety (90) days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

DATED at Toronto this 7th day of December 2016.

For the Union:

Paul Daly

Kevin Harrigan

Dana Gidge

For the Employer:

Dianne Young

Fatima Scagnol

Frank Martindale

APPENDIX 'A' CLASSIFICATION & RATES OF PAY

Journeyman	Jan. 1,	Jan. 1,	Jan. 1,	Jan. 1,
	2015	2016	2017	2018
Percentage increase	2.0%	1.25%	1.25%	1.25%
Monies to spend	0.71	0.40	0.40	0.41
Wages	31.85	32.25	32.65	33.06
Vac. Pay/Stat. Hol. (+ 10%)	3.19	3.22	3.27	3.31
Pension	6.96	6.96	6.96	6.96
H&W (subject to P.S.T.)	2.35	2.35	2.35	2.35
Building Fund	0.00	0.00	0.00	0.00
Training Trust Fund	0.20	0.20	0.20	0.20
Total	\$44.55	\$44.98	\$45.53	\$45.88

Foreperson (10% above Journeyman)	Jan. 1,	Jan. 1,	Jan. 1,	Jan. 1,
	2015	2016	2017	2018
Percentage increase	2.0%	1.25%	1.25%	1.25%
Monies to spend	0.78	0.44	0.44	0.45
Wages	35.04	35.48	35.92	36.37
Vac. Pay/Stat. Hol. (+ 10%)	3.51	3.55	3.59	3.64
Pension	7.06	7.06	7.06	7.06
H&W (subject to P.S.T.)	2.35	2.35	2.35	2.35
Building Fund	0.00	0.00	0.00	0.00
Training Trust Fund	0.20	0.20	0.20	0.20
Total	\$48.16	\$48.64	\$49.12	\$49.62

The Lead Hand Premium (5% above Journeyman's rate) will be paid only for hours when the employer determines in its discretion that a Lead Hand is required and a person is designated as such.

Apprentice Wage Schedule - percentage of Journeyman's rate / seniority credit:

1 st Term	0 - 1800 hours	56%	25%
2 nd Term	1801 - 3600 hours	66%	50%
3 rd Term	3601 - 5400 hours	76%	70%
4 th Term	5401 - 7200 hours	91%	85%

Journeyman wage: upon acquisition of 7200 hours worked and successful completion of all mandatory Union and Governmental testing / certification.

LETTER OF INTENT

BETWEEN:

THE BOARD OF GOVERNORS OF EXHIBITION PLACE

(hereinafter called the "Employer")

-and-

CARPENTERS AND ALLIED WORKERS, LOCAL 27
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

(hereinafter called the "Union")

IN ORDER to further harmonious labour relations between the parties, the following statements of intention are hereby agreed to, and supplement the Collective Agreement between them effective January 1, 2012 to December 31, 2015.

1. Employees in the Bargaining Unit may be required from time to time to perform construction work at Exhibition Place. The parties agree that in the event employees are assigned to perform construction work, they shall be paid the wages and benefit rates contained in the Toronto Appendix of the I.C.I. Provincial Collective Agreement as amended from time to time.
2. The Union and the Employer agree to meet during the term of this Agreement to discuss ways to increase the utilization of Carpenters at Exhibition Place.
3. Scheduling issues related to safety concerns may be referred by Local 27 to the Joint Occupational Health & Safety Service Committee.
4. The Employer and the Union will meet during the term of this Agreement to discuss issues related to the supervision of Carpenters at the Direct Energy Centre.

ENTERED into this 27th day of February, 2012, on behalf of:

THE UNION

Paul Daly

THE EMPLOYER

Sandy Douglas