

COLLECTIVE AGREEMENT

BETWEEN:

THE BOARD OF GOVERNORS
OF EXHIBITION PLACE

(the Employer)

- and -

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES
AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
OF THE UNITED STATES, ITS TERRITORIES AND CANADA,
LOCAL #58, TORONTO

(the Union)

JANUARY 1, 2018 TO DECEMBER 31, 2021

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ARTICLE 1 - Recognition

- 1.1 The Employer recognizes the Union as the sole bargaining agent for all stage employees engaged by the Employer to perform work on theatrical productions or concerts and their operating systems on any temporary or permanent stage, or on other events for which stage employees are engaged, on the Grounds of Exhibition Place in the City of Toronto, save and except non-working supervisors and persons above the rank of non-working supervisors.
- 1.2 The Union's jurisdiction, as outlined in Article 1.1, includes jurisdiction over equipment regularly used by stage employees in connection with that theatrical production or concert, or other event for which stage employees are engaged, when such equipment is used for the recording or broadcast of such theatrical production or concert (with or without an audience).
- 1.3 The Employer recognizes the Union as the sole bargaining agent for all technical employees engaged by the Employer in the Technical Services Shop on the grounds of Exhibition Place in the City of Toronto save and except non-working supervisors and persons above the rank of non-working supervisors.
- 1.4 The Employer agrees that the work jurisdiction of the Technical Services Shop is the work established and performed by technical employees covered by this Agreement required to maintain and repair sound, lighting and video equipment in the care of Exhibition Place in the inventory of equipment in technical services. The set up or dismantling of lighting equipment held in the technical services inventory to the limit of one total man-hour will be the responsibility of technical service employees.
- 1.5 It is understood that Department Heads are included in the bargaining unit.
- 1.6 The jurisdiction of the Union under this Agreement extends only to the jurisdiction expressly stated in this Article and no jurisdiction that is not expressly stated in this Article shall be inferred.
- 1.7 It is agreed that should the Employer assign employees work outside the jurisdiction of the Union under this Article, such assignment does not extend the union's jurisdiction under this Article.

ARTICLE 2 - Union Security

- 2.1 The Employer agrees to employ only Stage Employees supplied by the Union and those so employed shall be in good standing of the Union.
- 2.2 The Union agrees to furnish competent stage employees to perform work as required by the Employer under the provisions of this agreement.
- 2.3 The Employer recognizes the right of the Union to appoint one (1) steward and one (1) alternate steward under this agreement. The alternate steward shall only act when the steward is not available. The Union shall provide the Employer with written notice of the appointment of the steward and the alternate steward. The Union and the stewards agree that stewards have assigned duties to perform on behalf of the Employer. The

Union agrees that its Officers, stewards and Business Agent shall not interfere with the progress of the work and, without limiting the generality of the foregoing, shall not interrupt the performance of the work assigned by the Employer to address employee grievances without the prior approval of the on-duty Co-ordinator, which shall not be unreasonably withheld. In exigent circumstances, and provided that all efforts have been made to contact the on-duty coordinator, the union may address an employee grievance without the prior approval of the on-duty Coordinator, but will advise the on-duty coordinator as soon as possible. In addition, the Union agrees that its Officers, steward and Business Agent shall not interfere with the work activities of others and that its Officers, steward and Business Agent will comply with all applicable access requirements. The stewards shall not suffer a loss of wages while performing steward duties during regular working hours, and in accordance with this provision.

- 2.4 A stage employee who has completed their probationary period of employment and who is subsequently dismissed from their employment shall be entitled to have recourse to the Grievance and Arbitration procedure, including any remedies by way of reinstatement and otherwise as may be awarded as the result of such recourse.

ARTICLE 3 - Management Rights

- 3.1 The Union and the employees acknowledge that it is the exclusive right of the Employer to manage its business and, subject only to those specific limitations expressly contained in this Agreement, all rights and prerogatives of management are retained by the Employer. Without limiting the generality of the foregoing, the rights of the Employer shall include but not be limited to:
- (a) the right: to establish rules and policies from time to time to be observed by its employees, and to discipline or discharge employees, provided that no employee, who has completed the probationary period, shall be disciplined or discharged except for just cause;
 - (b) the right: to hire, classify, schedule and manage its employees, and to transfer, assign, promote, demote, lay off and recall its employees;
 - (c) the right to schedule calls, determine the classifications required and assign duties to stage employees in accordance with its operational needs and stage employees shall perform the duties assigned to them by the Employer; and
 - (d) the right: to plan, operate and manage its operations in all respects in order to satisfy its commitments and objectives;

which rights the Employer agrees to exercise in a manner consistent with the provisions of this Agreement.

ARTICLE 4 - Schedule Of Rates

- 4.1 Stage employees shall be paid for all hours worked at rates not less than the straight time hourly rates set out below except where expressly provided otherwise:

Hourly Rates	Jan 1, 2017	Jan 1, 2018 1.25%	Jan 1, 2019 1.25%	Jan 1, 2020 1.25%	Jan 1, 2021 1.25%
Head/ House Person	\$42.26	\$42.79	\$43.32	\$43.87	\$44.41
Special Operator	\$40.70	\$41.21	\$41.72	\$42.25	\$42.77
Stagehand	\$40.36	\$40.86	\$41.37	\$41.89	\$42.41
Recording Rate	\$46.00	\$46.58	\$47.16	\$47.75	\$48.35

- 4.2 Stage employees shall be paid for each performance worked at the performance rate set out below except where expressly provided otherwise:

Performance Rates	Jan 1, 2017	Jan 1, 2018 1.25%	Jan 1, 2019 1.25%	Jan 1, 2020 1.25%	Jan 1, 2021 1.25%
Head/House Person Rate	\$177.45	\$179.67	\$181.92	\$184.19	\$186.49
Special Operator Rate	\$170.91	\$173.05	\$175.21	\$177.40	\$179.62
Stagehand Rate	\$169.51	\$171.63	\$173.78	\$175.95	\$178.15

- 4.3 When a stage employee is deemed a "Crew Chief" and is required to oversee / be responsible for an actual crew they shall receive a \$3.00 / hour premium. This is a straight per hour rate that cannot be pyramided and is based on actual hours worked not premium calculated hours (i.e. double time rate for 4 hours will equal \$3.00 Xs 4 hours not \$3.00 Xs 8 hours).
- 4.4 Time shall be computed to the next full half (1/2) hour for pay purposes.
- 4.5 Wages shall be paid to employees weekly by cheque or direct deposit on Thursday based on the previous week's work. All wages shall be subject to applicable statutory deductions, including income tax, E.I. and CPP. Where wages are paid by direct deposit the statement of wages shall be made available to the employee electronically through

the Employer's payroll advisor.

- 4.6 Where an employee has not provided the Employer with the employee's name and necessary payroll information in time to be paid on the payday following the week in which the work was performed, then the employee shall be paid on the payday of the following week.

ARTICLE 5 - Hours of Work

- 5.1 For the purposes of pay computation, the work week will commence at 00:01 hours Sunday and conclude at 24:00 hours the following Saturday.
- 5.2 The first eight (8) hours worked by a stage employee on each day between the hours of 07:00 hours and 24:00 hours, excluding performance calls, shall be paid at the straight time hourly rate.
- 5.3 Hours worked by a stage employee in excess of eight (8) hours, including time worked on performance calls, on each day, Sunday through Saturday, shall be paid at one and one-half times (1 ½) the straight time hourly rate.
- 5.4 Hours worked by a stage employee in excess of twelve (12) hours on each day, including time worked on performance calls, shall be paid at double the straight time hourly rate.
- 5.5 Hours worked between 00:01 and 07:00 hours, Sunday through Saturday, including performance calls, shall be paid at one and one-half times (1 ½) the straight time hourly rate or performance rate, whichever is applicable.
- 5.6 Where a stage employee has been called by the Employer to work six (6) and/or seven (7) days in a row, the hours worked on the sixth (6th) and seventh (7th) day shall be paid at one and one-half times (1 ½) the straight time hourly rate or performance rate, whichever is applicable. Provided the Employer gives the Union written notice of the stage employees who are approaching their sixth (6th) or seventh (7th) consecutive day worked by no later than 8:00 a.m. on the day before the sixth (6th) or seventh (7th) day work call, the Union shall not refer a stage employee to work on a sixth (6th) and/or seventh (7th) consecutive day without the Employer's express approval.
- 5.7 There shall be no pyramiding of overtime.

ARTICLE 6 - Breaks

- 6.1 A meal break of one hour without pay shall be given to the stage employees after a maximum of five (5) hours of work. The Employer has the right to schedule meal breaks in accordance with its operational needs, including splitting the crew.
- 6.2 Should a meal break of less than one (1) hour occur, stage employees shall be supplied with food and beverage at the Employer's expense and the Employer will allow one-half (1/2) hour to eat. Meal breaks of less than one (1) hour duration will only occur after prior agreement between both the Employer and the Crew Chief or designate. The food

supplied should be adequate and the same type of food shall not be supplied at two consecutive meal breaks. Where a meal break of less than one (1) hour occurs and a stage employee is not supplied with food and beverage at the Employer's expense, then the Employer shall pay the stage employee an additional one (1) hour's wages at the straight time hourly rate.

ARTICLE 7 - Minimum Call

- 7.1 Where possible the Employer will give the Union forty-eight (48) hours' notice for all calls.
- 7.2 The commencement time for calls can be staggered in accordance with the Employer's operational needs. The Employer may break the crew at minimum call. The minimum call for stage employees, and excluding a performance call, shall be four (4) hours in circumstances where the stage employee is being paid at a premium hourly rate but in all other circumstances, the minimum call shall be four (4) hours unless it is the stage employee's only call of the day, in which case the minimum call shall be five (5) hours. A call shall continue until the stage employee has had an unpaid break in excess of two (2) hours. The Employer shall not break an employee in excess of one (1) hour, unless there is at least two (2) hours work for the employee following the break.
- 7.3 Notwithstanding any other provision of this Agreement the minimum work call for truck loaders and weekly employees shall be four (4) hours.
- 7.4 The Employer has the right to assign additional work tasks for the same event to a stage employee during his/her minimum call. Any such assigned work does not attract a separate minimum call.
- 7.5 Where a stage employee does not receive an eight (8) hour break between work calls, because the Employer requires that stage employee to work, then the subsequent work call shall be paid at double the straight time hourly rate.

ARTICLE 8 - Performance Or Rehearsal

- 8.1 Stage employees shall be paid for all performances at the Performance Rate. A performance shall be deemed to be a working period of not more than three and one half (3 ½) hours beginning one half (1/2) hour before the commencement of the performance and ending at the conclusion of the performance, except for weekly employees for whom a performance shall be deemed to be a working period for four (4) hours beginning one (1) hour before the commencement of the performance and ending at the conclusion of the performance.
- 8.2 The performance call may be extended for a maximum of one (1) hour before or up to two (2) hours after the performance for any purpose. All extensions to the performance call shall be paid at the applicable rate.
- 8.3 A performance for which the performance call is applicable is limited to the presentation of a theatrical stage production, the presentation of a concert, or a dress rehearsal for a theatrical stage production; but, without limiting the generality of the foregoing, a

performance does not include trade or consumer shows; conferences or conventions; meetings, including lectures and seminars; social events and galas; motion picture, public video, and slide presentations; or any other event that is not a performance. The performance call rate does not apply to events during the CNE or the Royal Agricultural Winter Fair.

- 8.4 A dress rehearsal shall be considered to be a performance if all elements necessary to a performance are present and used, including but not limited to costumes, make-up, sets, lights, properties, sound, artists and orchestra, and if the rehearsal is conducted as a performance. A sound check does not constitute a rehearsal.

ARTICLE 9 - Stage Employees Work Both Performances

- 9.1 The Employer agrees to permit stage employees who are employed in specialist's positions during the night performances to work the afternoon performances if their seniority qualifies them to have preference over the stage employees so employed.

ARTICLE 10 - Cancellation of Performance

- 10.1 Should the Employer wish or find it necessary to cancel a scheduled performance, notice of such cancellation shall be given to the Business Agent of the Union not later than nine (9:00) a.m. for a matinee performance and not later than twelve o'clock noon (12:00) for an evening performance, on the day of the cancelled performance. Failing such notice, stage employees will be paid for a performance or a five (5) hour call, whichever is applicable.

ARTICLE 11 - Statutory Holiday

- 11.1 The following holidays shall be deemed to be Statutory Holidays for the purposes of this Agreement:

New Year's Day
Victoria Day
Labour Day
Boxing Day

Family Day
Canada Day
Thanksgiving Day

Good Friday
Civic Holiday
Christmas Day

It is agreed that any regular wages for a Statutory Holiday to which a stage employee may be entitled under the Employment Standards Act, 2000 are included in the stage employee's vacation pay.

- 11.2 Notwithstanding where a public holiday may be declared or celebrated on a day other than the day on which it falls, Christmas Day – December 25th; Boxing Day – December 26th; New Year's Day – January 1st; and Canada Day July 1st, shall each be celebrated on the respective day of the week on which they fall each year and work on those days shall be paid in accordance with this provision.
- 11.3 The Statutory Holiday shall be deemed to commence at 0001 hours on the day of the Statutory Holiday and terminate at midnight on the day of the Statutory Holiday, except where a call that commences on the Statutory Holiday extends beyond midnight in

which case the Statutory Holiday will terminate at 0700 hours on the day following the Statutory Holiday.

- 11.4 For all work performed during the hours of a Statutory Holiday as defined in this agreement, including work on performances, two and one-half (2 ½) times the straight time hourly rate or the performance rate shall be paid, except that three (3) times the straight time hourly rate or the performance rate shall be paid for all work performed on Christmas Day.

ARTICLE 12 - Loadouts

- 12.1 A load-out shall be the subject of a minimum call unless a load-out can be completed as part of the extension to the performance call contemplated in Article 8.2. A load out shall also be subject to a minimum call when a fresh crew has been added to perform the load-out.

ARTICLE 13 - Vacation Pay

- 13.1 The Employer agrees to pay and remit monthly to IATSE Local 58 Vacation Pay Trust or its designate for credit to the account of each individual supplied by the Union an amount equal to ten (10 %) per cent of all monies earned by the said individual during the term of this agreement. This amount is deemed to be vacation pay or substituted vacation pay, which includes statutory holiday pay to which an employee may be entitled under the Employment Standards Act, 2000.

ARTICLE 14 - Benefits

- 14.1 The Employer agrees to participate in the Retirement Savings Plan of the Union, known as the "Retirement Savings Plan of Local 58, I.A.T.S.E.", for the term of this Agreement.
- 14.2 The Employer shall deduct from those individuals participating in the Retirement Savings Plan an amount equal to five per cent (5%) of each individual's gross earnings for Retirement Savings purposes.
- 14.3 The Employer shall contribute to those individuals participating in the Retirement Savings Plan an amount equal to eight per cent (8%) of each individual's gross earnings for Retirement Savings purposes.
- 14.4 These deductions, together with the contributions, shall be remitted monthly by cheque payable to the "Retirement Savings/Sick Benefit Funds of Local 58, I.A.T.S.E." and sent to the Trustee of these funds as designated by the Union.
- 14.5 Having regard for the Letter of Understanding signed July 27, 2004 (appendix C attached hereto) "Qualified Employees" may elect to participate in the Ontario Municipal Employees Retirement System rather than the Retirement Savings Plan of Local 58, I.A.T.S.E.
- 14.6 The remittance shall be accompanied by a statement in duplicate, showing the names of all those individuals for whom deductions and contributions have been made and the respective amounts in each case.

- 14.7 The Employer's portion of all Government Pension plans shall be paid by the Employer in addition to the Retirement Savings Plan of the Union.
- 14.8 The Employer shall contribute a further amount equal to seven and one-half percent (7.5%) of the gross earnings of each individual supplied by the Union to the Employer for the purpose of a Health and Welfare Policy for Members of Local 58, I.A.T.S.E. This contribution shall be remitted monthly by cheque, payable to the "IATSE Local 58 Health and Welfare and sent to the Trustee as designated by the Union.
- 14.9 The Employer agrees to contribute an amount equal to one (1%) per cent of the gross earning of each employee under terms of this Collective Agreement. Such remittance shall be made to the union for dental plan purposes.
- 14.10 The Employer agrees to contribute an amount equal to one half of one percent (0.5%) of the gross earnings of each employee under the terms of this agreement for the purposes of the Education Fund.
- 14.11 The Employer agrees to contribute an amount equal to one percent (1.0%) of the gross earnings of each employee under the terms of this agreement for the purposes of the Industry Promotion Fund.

ARTICLE 15 - Equipment Maintenance

- 15.1 The on-site maintenance of theatrical sound and lighting equipment and audio-visual equipment owned by Exhibition Place shall be performed by stage employees where the maintenance work falls within the existing skill set of the stage employees and can be performed efficiently. Maintenance work does not include warranty work.

ARTICLE 16 - Substitutes

- 16.1 The Union agrees that when it finds it necessary to substitute stage employees during the run of any show, the Business Agent shall, if practicable, obtain the approval and consent of Exhibition Place management and, use great care, and with due regard to the effect on the show, when making these substitutions.

ARTICLE 17 - Housepersons

- 17.1 Exhibition Place agrees to employ two (2) stage employees as Housepersons to work a continental work week and guarantees that each position will be assigned at least one thousand six hundred and eighty (1,680) hours of work per calendar year. Hours of work for the purpose of calculating the guarantee shall include hours paid under a minimum call and deemed hours under a performance call, but hours worked at one and one-half (1½) times the straight time hourly rate shall be computed as one hour for each hour worked.
- 17.2 Exhibition Place may assign a Houseperson to work throughout Exhibition Place, including work on any call for an event. Work schedules will be posted at least two (2) weeks in advance, provided that changes to the posted schedule can be made on one week's notice. If the Houseperson is not available to work their assigned schedule, then hours worked by a call-in replacement shall be counted as worked hours against the annual guarantee. Where a Houseperson position becomes vacant, the position will be

posted and applicants interviewed. Exhibition Place has the right to name hire Housepersons.

17.3 Notwithstanding any other provision of this Agreement where Exhibition Place agrees to employ a stage employee as a Houseperson to work a continental work week the following terms and conditions apply:

- a) The regular work week for a Houseperson will commence at 12.01 a.m. on Sunday and conclude at 12:00 midnight on Saturday.
- b) Where a Houseperson is scheduled to work in a work week they will be scheduled for a minimum of 16 hours of work during that work week.
- c) Subject to the posted work schedule, the regular work day for a Houseperson will commence at 7:00 a.m. with an unpaid lunch break of one half hour to be taken at approximately half way through their shift.
- d) The first eight (8) hours worked by a house person on each day Sunday through Saturday between the hours of 7:00 a.m. and midnight shall be paid at the straight time hourly rate.
- e) The first forty (40) hours worked by a house person during each week Sunday through Saturday between the hours of 7:00 a.m. and midnight shall be paid at the straight time hourly rate.
- f) Hours worked by a Houseperson in excess of eight (8) straight time hours in a day or forty (40) straight time hours in a week shall be paid at one and one-half (1½) times the straight time hourly rate.
- g) Straight time hours worked between 00:01 and 07:00 hours, Sunday through Saturday, shall be paid at one and one-half (1 ½) times the straight time hourly rate.
- h) Where a Houseperson has worked on seven consecutive days in a row, then hours worked the seventh day shall be paid at double the straight time hourly rate, provided that the first day worked by the Houseperson following the seventh consecutive day shall be counted as a new first day of work and all hours worked shall be paid at the straight time hourly rate.

17.4 This provision does not apply to those Housepersons currently assigned to Medieval Times, Liberty Grand, Toronto Event Centre and Coca-Cola Coliseum/BMO Field.

Article 18 Third Party Use Of The Grounds Of Exhibition Place

- 18.1(a) The Employer will not rent, lease, license or otherwise permit a third party to perform work on the grounds of Exhibition Place that would fall under the jurisdiction of the union under this agreement unless the work is performed by stage employees under this agreement or is performed by an entity bound to a collective agreement with the union.
- 18.1(b) Notwithstanding Article 18.1(a), a renter, lessee, licensee or any other third party on the grounds is not obligated to utilize stage employees under this Agreement in the following circumstances:

- (i) weddings at locations other than the Beanfield Centre, the Enercare Centre, the Better Living Centre and the Queen Elizabeth Hall;
- (ii) any audio/visual work associated with amusements, carnival rides and/or parade floats;
- (iii) any audio/visual recording and/or broadcast work in connection with a permanent automated audio/visual room;
- (iv) audio/visual recording and/or broadcast work in connection with live and/or live to tape broadcast events for television or streaming audience, other than as described in Article 19.2;
- (v) any audio/visual and/or broadcast work performed inside a mobile broadcast truck;
- (vi) the plug-in and playing of electronics into existing house systems in rooms that does not require substantial technical support;
- (vii) any single person set-up and/or audio operation work in connection with a "plug and play disc jockey" performed by the disc jockey(s) themselves; and/or
- (viii) any set-up and/or audio operation work in connection with plug and play audio equipment performed by the musician(s) themselves.

Business functions

- 18.2(a) For the purposes of this Article, "business functions" shall be defined as third party meetings, presentations, seminars, conferences, conventions, gala and/or similar events but does not include trade or consumer shows.
- 18.2(b) Stage employees shall be engaged for all load-in, set-up and tear-down of all props, sound equipment, lighting equipment, video equipment, staging and/or theatrical equipment associated with the business functions.
- 18.2(c) Stage employees shall be engaged to perform the following functions in connection with the business functions:

deck hand, follow spot, audio hand, lighting hand, video hand, forklift operator, high reach operator, fly person, rigging, carpentry and utility functions.
- 18.2(d) The Employer shall have the ability to assign any stage employee who has reported to work in connection with a corporate function to perform meaningful work as determined by the Employer. Subject to paragraph 18.2(f)(v), in the absence of any meaningful work for a stage employee assigned the work identified in Articles 18.2(b) and (c), the Employer may release a stage employee provided the stage employee receives payment for his/her minimum call in accordance with this Agreement.

18.2(e) For the purposes of Article 18.2(f), "operator positions" shall be defined as:

- (i) Lighting Board Operator
- (ii) FOH Sound Board Operator
- (iii) Monitor Board Operator
- (iv) Multi Media Operator
- (v) Camera Operator
- (vi) Pyrotechnical Operator and Technician
- (vii) Video Operator Positions
- (viii) Automation Operator

18.2(f) Notwithstanding anything to the contrary in Article 18.1(a), a third party is not obligated to utilize stage employees to perform any specific operator positions in connection with a business function on the Grounds of Exhibition Place subject to the following conditions:

- (i) the portion of the business function is being held in an event space that exceeds 5,000 square feet. This condition does not apply to the second floor meeting rooms at the Beanfield Centre;
- (ii) union dues are remitted to the Union on all wages paid by the third party to the non-Union operators at rates set by the Union from time to time;
- (iii) the third party complies with the following non-Union operator to stage employee ratios:

Non-Union Operators	Stage Employees
1	1
2	1
3	1
4	2
5	3
6	3
7	4
8	4
>8	5

- (iv) when stage employees are so engaged in accordance with the ratios set out in Article 18.2(f)(iii), they shall be paid at the Head Rate contemplated in this Agreement and assigned to perform such work duties as determined by the third party or the Employer; and
- (v) the number of stage employees contemplated in Article 18.2(f)(iii) may not be reduced by more than one (1) for the duration of the business function and shall never drop below one (1) stage employee.

Travelling Events

- 18.3(a) For the purposes of Article 18.3, a "travelling event" shall be defined as a third party theatrical production, concert, trade or consumer show and/or similar event that is held in more than one venue with one or more operators travelling with the event.
- 18.3(b) Stage employees shall be engaged for all load-in, set-up and tear-down of all props, sound equipment, lighting equipment, video equipment, staging and/or theatrical equipment associated with the travelling event.
- 18.3(c) Stage employees shall be engaged to perform the following functions in connection with the travelling event:
- deck hand, follow spot, audio hand, lighting hand, video hand, forklift operator, high reach operator, fly person, rigging, carpentry and utility functions.
- 18.3(d) For the purposes of Article 18.3 (a), operator positions shall mean:
- (i) Lighting Board Operator
 - (ii) FOH Sound Board Operator
 - (iii) Monitor Board Operator
 - (iv) Multi Media Operator
 - (v) Camera Operator
 - (vi) Pyrotechnical Operator and Technician
 - (vii) Video Operator Positions
 - (viii) Automation Operator
- 18.3(e) The Employer shall have the ability to assign any stage employee who has reported to work in connection with a travelling event to perform meaningful work as determined by the Employer. Subject to paragraph 18.3(f)(iv), in the absence of any meaningful work for a stage employee assigned the work identified in Articles 18.3(b) and (c), the Employer may release a stage employee provided the stage employee receives payment for his/her minimum call in accordance with this Agreement.
- 18.3(f) Notwithstanding the language in Article 18.1(a), a third party is not obligated to utilize stage employees to perform any operators' positions provided all of the conditions are met:
- (i) union dues are remitted to the Union on all wages paid by the third party to the non-Union operators at rates set by the Union from time to time;
 - (ii) the third party complies with the following non-Union operator to stage employee ratios:

Non-Union Operators	Stage Employees
1	1
2	1
3	1
4	2
5	2
6	2
7	3
8	4
>8	4

- (iii) when stage employees are so engaged in accordance with the ratios set out in Article 18.3(f)(ii), they shall be paid at the Head Rate contemplated in this Agreement and assigned to perform such work duties as determined by the third party or Employer; and
- (iv) the number of stage employees contemplated in Article 18.3(f)(ii) may not be reduced by more than one (1) for the duration of the third party function and shall not drop below one (1) stage employee.

18.4 When reasonable cause exists for Exhibition Place and/or third party to determine a stage employee supplied by the Union is not qualified to perform assigned work, the stage employee may be released from duty by Exhibition Place and/or third party provided the released stage employee is paid for all hours worked in accordance with this Agreement at the time any such determination is made. When Exhibition Place and/or third party does release a stage employee in accordance with this Article, where practical, the Union shall have an opportunity to find a qualified stage employee replacement. In the event the Union is unable to find a qualified stage employee replacement, Exhibition Place and/or third party may identify and engage a qualified replacement worker from other sources.

Article 19 Guidelines For Recording And Broadcast

Recording Rate

19.1 Where an event, that is not a performance or a television production, is being recorded, stage employees working the event during the recording shall be paid the recording rate for the duration of the recording, but no less than four (4) hours. For example, on an eight (8) hour call of which two (2) hours are recorded, stage employees would be paid four (4) hours at the recording rate and four (4) hours at the regular rate.

Television Production

19.2 A television production is defined as a live-to-air or recorded event produced primarily for a television and/or streaming audience. On a television production the

utility crew and audio-assist crew of the production company will not exceed the utility crew and audio-assist crew supplied by the Union under this Agreement. For clarity, utility and audio-assist work shall include the set-up of utility and audio assist equipment and the running of cables. The recording rate shall be paid for all work performed by stage employees on a television production.

Sporting Event

- 19.3 Notwithstanding any other provision of this Agreement, where a sporting event is recorded or broadcast, it is agreed that stage employees working the event during the recording shall be paid the recording rate for the duration of the work call.

Broadcast Premium

- 19.4 Stage employees who work a performance, when the performance is being recorded or broadcast for commercial purposes, shall be paid a broadcast premium of twenty-five (25%) percent, so that they are paid at the rate of one and one quarter (1¼) times the regular performance rate. Commercial purposes are defined as recordings that are intended to result in monetary gain to the producer or client, but do not include recordings for use on social media, for net casting, for web sites where subscription fees are not charged or recordings for which the producer or client does not charge a fee for the recorded product.

Still Photographers, Media AV Operators, Marketing/Public Relations Departments

- 19.5 Notwithstanding any other provision of this Agreement, still photographers, video and audio operators representing the media or the marketing and public relations departments of the Employer or the marketing and public relations departments of a third party shall be allowed to take photographs, conduct interviews and make recordings of a portion event and/or production for publicity or news purposes without restriction or additional costs.

Archival Recordings

- 19.6 Notwithstanding any other provision of this Agreement, no premium is payable for archival recordings of an event or performance where the audio is obtained through a feed from the house program sound microphone or by an internal camera microphone and the video is obtained through a feed from one or more fixed video cameras.

Article 20 - Car Passes

- 20.1 The Employer shall issue three (3) parking passes including parking passes for the CNE period - to the President, the Business Agent and to one other Officer of the Union.
- 20.2 Car passes for IATSE personnel employed at the Bandshell, Queen Elizabeth Theatre or elsewhere shall be handled through a person designated by Exhibition Place.

Article 21 - Strike And Lock-Out

- 21.1 The Union shall not cause nor permit its members to cause, any strike or picketing at Exhibition Place during the term of this Agreement; nor shall the Employer cause, engage in or permit a lock-out.
- 21.2 Where a lawful picket line exists connected with another Union related to the premises of Exhibition Place the crossing of such picket line in order to report for work shall be dealt with prior thereto by this Union and the other parties involved in the dispute with a view to avoiding a strike within the meaning of this contract.

Article 22 - International Alliance

- 22.1 The Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada and the Employer shall therefore not require the Union or its members to do any act or omit to do any act or accept any obligations which are inconsistent with the duties and obligations imposed on the Union or its members by the Constitution and By-Laws of the International or which would render the Union or its members in breach of any provision of the Constitution and By-laws of the International.

Article 23 - Grievance Procedure

- 23.1 The parties to this agreement recognize the importance of the grievance procedure in the administration of this Collective Agreement.

The following grievance procedure shall apply with the time limits strictly observed as set out by this Article. Time limits in the grievance procedure may be extended by mutual agreement in writing between the Employer and the Union.

STEP 1

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, the matter shall first be referred in writing to the Director of Facility Services, or designate, (and in so doing may have the assistance of the Union Representative if desired) in an attempt to address and alleged, contain a brief statement of facts relied upon, indicate the relief sought. The Director of Facility Services, or designate, shall respond to the grievance in writing within seven (7) calendar days.

STEP 2

Should the Union be dissatisfied with the disposition of the grievance at Step 1, the Union Representative shall, within ten (10) calendar days of the receipt of the Employer's response at Step 1, or at a time mutually agreed between the parties, meet with representatives of management to discuss the grievance. The grievor may be in attendance at the request of either party. If the Employer and the Union Representative are unable to settle the dispute to their mutual satisfaction, management will respond to the grievance in writing within ten (10) working days of the meeting with his/her decision. Either party may then refer the matter to

arbitration as hereinafter provided.

Policy Grievances

- 23.2 The Union or the Employer may initiate a grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within ten (10) 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 24 by either the Union in the case of a Union grievance or the Employer in the case of an Employer grievance.
- 23.3 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedures within the time specified shall be deemed to have been withdrawn. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union.

Article 24 – Arbitration Procedure

- 24.1 If the party with the grievance is not satisfied with the step 2 response, the grievance may be referred to arbitration within ten (10) working days of the step 2 reply.
- 24.2(a) Grievances submitted to arbitration shall be determined by a single arbitrator.
- (b) If the grievance is to be determined by a single arbitrator, the parties shall endeavor to agree on a suitable arbitrator and if no agreement on the appointment of the arbitrator is reached, then either party shall request the Minister of Labour of Ontario, forthwith and in writing, to appoint an arbitrator.
- 24.3 Each of the parties hereto will bear the expenses of the single arbitrator and the cost of the room or rooms in which the arbitration is held.
- 24.4 An Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, amend or omit any provisions of the Collective Agreement.

Article 25 - Health And Safety

- 25.1 The Employer and the Union and the Stage Employees agree to comply with their obligations under the *Occupational Health and Safety Act*, R.S.O. 1990, c. O-1.
- 25.2 The Employer shall not require any spotting of lines be done while work is underway beneath the grid.
- 25.3 The Employer shall pay each regular employee listed in Appendix "B" the sum of \$.06 (six cents) per hour worked for the purpose of purchasing safety footwear. Safety footwear is a requirement of the job and any employee reporting to work without safety footwear will not be permitted to take duty.

25.5 The Employer agrees that when employing stage employees supplied by the Union, they shall be protected against accident under the *Workplace Safety and Insurance Act*, or like insurance.

Article 26 - Effective Date And Duration

26.1 All provisions of this Agreement shall come into force upon ratification and be in effect until December 31, 2021.

Article 27 - Notice Of Re-Negotiation

27.1 In the event that prior to the expiration date of this Agreement either party desires to negotiate a new Agreement, notice in writing by registered mail shall be given to the other party not less than thirty (30) days and not more than ninety (90) days prior to the expiry date of this Agreement. If such notice is given by either party and no new Agreement is reached, all the provisions of this Agreement shall continue to be observed by both parties until ninety (90) days after the expiry date of this Agreement, or until seven (7) days after the report of the Conciliation Board is received by the Minister of Labour.

Article 28 - Re-Negotiation Procedure

28.1 Upon receipt of notice from either party of a desire to negotiate a new Agreement, as provided in Article 27 above, a meeting shall be held between the parties within twenty (20) days for the purpose of negotiations, and further meetings shall be held as frequently as possible until settlement is reached, or until either party makes application for conciliation.

Article 29 - Automatic Renewal

29.1 If neither party gives notice of a desire to negotiate a new Agreement, this Agreement shall be automatically renewed for a further period of one year, and from year to year thereafter.

Dated at Toronto: December 19, 2018.

For I.A.T.S.E. Local 58:

For The Board of Governors of Exhibition Place:

Justin Antheunis

Dianne Young

Nelson Robinson

Hardat Persaud

Ron Mills

Jeff Mang

Letter of Understanding

Community Access to Exhibition Grounds

July 26, 2012

Whereas both the Board of Governors of Exhibition Place and IATSE Local 58 recognize the importance of facilitating community access to Exhibition Place, it is agreed that where the Board of Governors of Exhibition Place is considering a request to waive the rental fee or grant a discount to a Not for Profit Organization under its Not-For-Profit Booking Guidelines ("Guidelines") to carry on an event at Exhibition Place, then Exhibition Place and IATSE 58 will meet, on a case by case basis, to review the request under the Guidelines and discuss how best to maximize the good will to be gained from Exhibition Place and IATSE 58 jointly sponsoring the event.

Letter of Understanding

Increasing the Meeting Business at Exhibition Place

July 26, 2012

In order to increase the meetings business at Exhibition Place, IATSE 58 and Exhibition Place agree as follows:

1. In consultation with IATSE 58, Exhibition Place will develop a meetings accreditation program for IATSE 58 members who want to work in the meetings business at Exhibition Place, which will include training on customer service, expectations and attire; orientation on the facilities, including building rules and safety orientation. IATSE 58 will endeavour to refer those IATSE members who have successfully completed the accreditation program when responding to calls with respect to meetings at Exhibition Place when they are available.
2. In circumstances where Exhibition Place is at risk of losing a meeting to a non-IATSE facility, then Exhibition Place and IATSE will meet to discuss possible modifications that would enable Exhibition Place to secure the business to the mutual benefit of both parties.

APPENDIX "A"

Notwithstanding anything to the contrary employees of the Technical Services Department employed by the Employer as Technicians will be called upon as mutually agreed by the Business Agent and Employer's representative to perform staging work as they have performed in the past and as covered by the subsisting Collective Agreement between the parties hereto, as opposed to their regular duties of shop preparation, maintenance and dismantling of equipment and systems necessary to stage theatrical and other events as Technicians. In such cases, Technicians are to be paid at the rate prescribed by Article Four, of the said Collective Agreement for such hours worked. It is understood that no other provisions of the said Collective Agreement shall apply to such work by Technicians other than expressly provided by Appendix "B", item #2, Benefits.

APPENDIX "B"

TECHNICAL SERVICES DEPARTMENT

The following is the agreement reached by the parties on the provisions, which are to be applicable for the duration of Collective Agreement, covering working conditions of employees of the Technical Services Department represented by the Union. These provisions will be incorporated as part of the terms of the Collective Agreement as a separate appendix.

1) Wage Rate

Effective	Jan 1, 2017	Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021
Electronic Technician	\$30.08	\$30.46	\$30.84	\$31.22	\$31.61
Shop Foreperson	\$44.07	\$44.62	\$45.18	\$45.74	\$46.32

Bench premium of .25 per hour when working on electronic equipment repairs

2) Benefits

The Employer agrees to apply fringe benefit health care coverage, vacation and statutory holiday pay provisions for Technical Services non-probationary employees, under the terms and conditions applicable in the Collective Agreement and this is to include the following articles; Article 11 - Statutory Holidays, Article 13 - Vacation Pay, Article 14 - Benefits.

3) Hours of Work and Overtime – SEE ARTICLE 5

(a) The regular work week as scheduled by the Employer shall consist of thirty-seven and one half hours (37 ½) worked. The regular day shall be seven and one half (7 ½) hours' duration worked. An employee shall be advised of a change in schedule from the regular work week as far in advance as possible, but no less than forty-eight (48) hours' notice.

(b) Each employee shall be paid at the rate of time and one-half for all time worked in excess of their regularly scheduled work day or work week.

4) Each employee who has completed their regular day's work and who has left the Employers premises and is called out and reports for work on other than their regular work day shall be paid as a minimum three (3) hours pay at time and one half.

5) Seniority and Probation

New employees will be considered probationary employees until after they have completed a total of 120 days worked for the Employer.

After having completed a total of 120 days worked the employee shall commence to

acquire seniority and shall be credited with 120 days' seniority and be classified as a permanent employee.

It is recognized that the probationary period is a trial period and that the Employer has full rights to discharge a probationary employee, who has not yet acquired seniority, if in the opinion of the Employer, they do not meet the work standard required by the Employer. Such discharge cases will not be subject to the Grievance or Arbitration Procedure.

6) **Call-In Pay**

If an employee is called in to work after having left the Employer's premises and after completion of their regularly scheduled shift, they shall receive a minimum of four 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.

7) **Bereavement Pay**

In the event of the death of an employee's 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 or Grandchildren, a one (1) day leave of absence. The days granted shall be consecutive days and for any day which would have been a regular 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.

8) **Jury Duty**

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's regular straight time hourly rate. The employee shall be required to furnish satisfactory evidence that he reported for jury duty on the days for which he claims payment.

9) **Union Office**

A stage employee who has been elected or appointed to an office of the union shall be granted a leave of absence without pay for up to one term (three years) in office. Where a stage employee ceases to hold such office they shall be entitled to return to their former position.

APPENDIX "C"

LETTER OF UNDERSTANDING

BETWEEN:

**THE BOARD OF GOVERNORS
of EXHIBITION PLACE**

(hereinafter referred to as the "Board")

-and-

**THE INTERNATIONAL ALLIANCE
OF THE THEATRICAL STAGE EMPLOYERS
AND MOVING PICTURE MACHINE
TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS
TERRITORIES
AND CANADA, LOCAL 58**

(hereinafter referred to as the "Union")

RE: OMERS

WHEREAS certain employees deemed to be Other Than Continuous Full Time ("OTCFT") who have met the criteria for qualification as defined by the *Ontario Municipal Employees Retirement System Act Regulations* and are covered by the Collective Agreement between the parties are entitled to join the Ontario Municipal Employees Retirement System ("OMERS") at their option.

WHEREAS certain OTCFT employees who have met the criteria for qualifications as defined by the *Ontario Municipal Employees Retirement System Act Regulations* and are covered by the Collective Agreement between the parties have elected to join OMERS are hereby defined as Qualified Employees.

AND WHEREAS it is the Union's position that the Board's contributions under the Union RSP, as set out in articles 14.1 to 14.5 of the Collective Agreement, was bargained by the Union for the exclusive benefit of the members as deferred wages.

AND WHEREAS the parties wish to render inoperative the provisions of Articles 14.1 to 14.5 of the Collective Agreement in respect of such Qualified Employees who choose to join OMERS.

NOW THEREFORE the parties agree as follows:

1. For the purpose of this Letter of Understanding the following terms shall have the following meanings:
 - a) Annual Gross Wages shall mean hourly wages paid including vacation pay in lieu to an employee during a calendar year.
 - b) YMPE shall mean Year's Maximum Pensionable Earnings as this term is defined in the *Canada Pension Plan* as used in the *O.M.E.R.S Act and Regulations*
 - c) Pensionable Gross Wages shall mean earnings on which contributions to O.M.E.R.S are calculated as defined in the *O.M.E.R.S Act and Regulations*.
 - d) Deferred Wages Contribution shall mean the difference between 7% of the Qualified Employee's Annual Gross Wages and the Employer's contribution on Pensionable Gross Wages of the Qualified Employee.
2. While and to the extent the Board is a participating Employer in OMERS, Articles 14.1 to 14.5 of the Collective Agreement shall not be operative in respect of a Qualified Employee. In the case of such Qualified Employee the terms of this Letter of Understanding shall operate in lieu of Articles 14.1 to 14.5.
3. For purposes of this agreement, a Qualified Employee's full year of credited service shall be based on a maximum of 1,950 hours.
4. In the case of a Qualified Employee age 69 or less who chooses to join OMERS the following shall apply:
 - a) The Board shall make contributions to OMERS relating to the Qualified Employee as and when required by OMERS.
 - b) The Qualified Employee shall make contributions to OMERS as and when required by OMERS.
 - c) The Board shall pay annually no later than March 31st in the subsequent year to such Qualified Employees an amount equal to the Deferred Wages Contribution calculated in accordance with the provisions of this Letter of Understanding.
 - d) If the Deferred Wages Contribution is a negative amount, that is, the Employer's contribution on Pensionable Gross Wages is greater than 7% of the Annual Gross Wages, the payment to the Qualified Employee shall be deemed to be zero.
 - e) The Board and the Qualified Employee shall have no obligation to make payments to OMERS and RSP referred to in Article 14 of the Collective Agreement other than those required by this Letter of Understanding.
5. The Board agrees to facilitate an off-system OMERS quote for each Qualified Employee to whom an offer in OMERS from the Board was not made at the time they qualified which shall include an estimate of the cost of the omission period purchase to the employee, an estimate of the Past Service Pension Adjustment calculation, and an estimate of the expected annual pension for this omission period purchase.

6. In the event that OMERS provides a contribution holiday, it is the intention that both parties shall benefit from the contribution holiday.
7. For the purpose of determining credited service for these estimated quotes the Board shall use either or both of the following calculations:
 - a) Actual hours worked in a calendar year as determined from the payroll records of the Board for all service post January 1st, 1986.
 - b) For those employees whose payroll records are incomplete in the Board's files, a formula (gross earnings / hourly rate to a maximum of 1950 hours) will be used to determine credit service and insurable earnings.

Signed this 27 day of July, 2004, at Toronto, Ontario

**THE BOARD OF GOVERNORS
OF EXHIBITION PLACE**

**THE INTERNATIONAL
PICTURE TECHNICIANS, ARTISTS
AND ALLIED CRAFTS OF THE
UNITED STATES, ITS TERRITORIES
AND CANADA LOCAL #58**

Dianne Young
GM / CEO Exhibition Place

Gordon Graham
President IATSE Local #58

Fatima Scagnol
Corporate Secretary

Witness

WILLIAM HAMILTON

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF GOVERNORS
of
EXHIBITION PLACE

(hereinafter referred to as the "Board")

-and-

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES
and
MOVING PICTURE MACHINE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
of
THE UNITED STATES, ITS TERRITORIES AND CANADA
LOCAL 58

(hereinafter referred to as the "Union")

RE: COLLECTIVE AGREEMENT JANUARY 1, 2009 – DECEMBER 31, 2011

Amendment to Appendix C – Dated July 27, 2004

During the course of negotiations the parties discussed Article 14.4 (1% for Sick Benefit purposes) and agreed to eliminate this clause effective May 31, 2009. As of June 1, 2009 the 1% was added to Article 14.3 – Retirement Savings Plan. The new Collective Agreement has been amended accordingly; however, a change to Appendix C "OMERS" is also required to reflect the above noted change.

Accordingly, line 4 d) will be amended to read "If the Deferred Wages Contribution is a negative amount, that is, the Employer's contribution on Pensionable Gross Wages is greater than 8% of the Annual Gross Wages, the payment to the Qualified Employee shall be deemed to be zero."

For I.A.T.S.E. Local 58

For The Board of Governors of Exhibition Place

David Baer, President

Sandy Douglas, Director HR, Security, OH&S

MEMORANDUM OF UNDERSTANDING

December 4, 2001

TO: Bill Nalepka
International Alliance of
Theatrical and Stage Employees
Local 58

FROM: Dianne Young
General Manager and C.E.O.

SUBJECT: STAND-BY CHARGES

The Board of Governors of Exhibition Place recognizes the unique nature of Exhibition Place and in particular, the fact that the jobs of our Technical Services Show Technicians are unique amongst IATSE Agreements in the sense that they are from time to time required to be on stand-by during weekends even when they are not actively at work, in order to be available in case of equipment problems during weekend trade shows. In recognition of this unique characteristic, this will confirm the following undertaking:

Exhibition Place full-time Technical Services Show Technicians may be required, at the discretion of management, to be on stand-by and carry a pager when off duty for the purposes of maintaining technical services and equipment. Employees on stand-by shall be paid two (2) hours for each day on which they are not scheduled to work and on which they are on stand-by with the pager (e.g., four (4) hours for a normal weekend), provided that an employee who is called into work while on stand-by shall not receive both call-in pay and this stand-by pay for the same day.

This will confirm our mutual agreement that this stand-by pay policy does not form part of the collective agreement between the Board of Governors and your Union. This will further confirm our agreement that this policy will not be used for the purpose of attempting to negotiate similar benefits in other collective bargaining negotiations in which your Union is involved, nor will your Union attempt to apply this policy to other IATSE employees at Exhibition Place in the future.

Renewed August 31 2012.

For Local 58

For Board of Governors


Jim Brett, President


Sandy Douglas, Director HR

LETTER OF UNDERSTANDING

BETWEEN:

**THE BOARD OF GOVERNORS
of
EXHIBITION PLACE**

(hereinafter referred to as the "Board")

-and-

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES
and
MOVING PICTURE MACHINE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
of
THE UNITED STATES, ITS TERRITORIES AND CANADA
LOCAL 58**

(hereinafter referred to as the "Union")

RE: COLLECTIVE AGREEMENT JANUARY 1, 2009 – DECEMBER 31, 2011

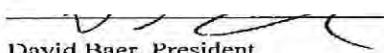
RICOH COLISEUM AND BMO FIELD HOUSE PERSON



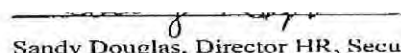
The temporary arrangement in place through Letters of Understanding, regarding the Ricoh Coliseum and BMO stadium, through the term of the previous collective agreement will be amended as follows:

- Exhibition Place and IATSE Local 58 agree that there will be one House Person for the Ricoh Coliseum and BMO Stadium.
- The House person will be guaranteed 41 weeks per year at thirty-seven and one-half (37.5) hours per week between January 1 and December 31.
- For purposes of computing weekly hours it is understood that hours worked on American Hockey League games on Sunday's at the Ricoh Coliseum only shall be at straight time and two times the straight time hourly rate will be paid for all other events.
- Outside of the guaranteed weeks all calls shall be filled by calls into the Business Agent of IATSE Local 58, as per the Collective Agreement. In making a call should the Employer specifically request the House Person and should the House Person be able to fulfill such request, the House Person will receive a minimum call of eighteen (18) hours and if the House Person works in excess of eighteen (18) hours the minimum call shall be thirty-seven and one-half (37.5) hours.
- The Employer will have the right to interview and hire for the House person position, from within the membership of IATSE Local 58, at such time as a House person leaves. The Employer will contact the Union to supply a list of candidates for the position based on criteria supplied by the Employer.
- For clarification Article 5.7 of the Collective Agreement applies only to the Ricoh Coliseum.
- In the event the tenancy of the Ricoh Coliseum and / or the management of BMO Field changes, the parties agree to meet and discuss "go forward" option.

For I.A.T.S.E. Local 58


David Baer, President

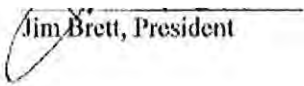
For The Board of Governors of
Exhibition Place

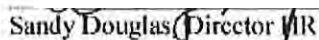

Sandy Douglas, Director HR, Security, OH&S

Renewed August 31 2012.

For Local 58

For Board of Governors


Jim Brett, President


Sandy Douglas, Director HR

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF GOVERNORS
of
EXHIBITION PLACE

(hereinafter referred to as the "Board")

-and-

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES
and
MOVING PICTURE MACHINE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
of
THE UNITED STATES, ITS TERRITORIES AND CANADA
LOCAL 58

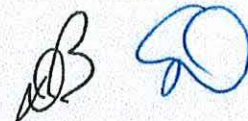
(hereinafter referred to as the "Union")

RE: COLLECTIVE AGREEMENT JANUARY 1, 2009 – DECEMBER 31, 2011

TECHNICAL SERVICES SHOP ASSIGNMENTS

Understanding the full time nature of the Technical Services Department and staff;
Understanding that current economic conditions are curtailing the amount of work through the Technical Services Department;
Understanding that both Exhibition Place and IATSE Local 58 are cooperating in an attempt to not lay-off the Technical Services Department staff -

- Technical Services Department staff can go on the IATSE Local 58 call list and take calls.
- Should Technical Services Department staff take calls at any Exhibition Place venue other than the Technical Services shop, Monday through Friday, they will be paid as per the collective agreement outside of the Technical Services Department Articles. If this call is less than a full day Management may request that they return to the Technical Services Department shop at the rates and conditions of the Collective Agreement pertaining to the Technical Services Department.
- If they refuse a call at Exhibition Place, at the Employer's discretion, they may or may not work in the shop for the duration of that call(s).
- See examples below.
- It has been agreed that if requested to go back to the shop the Technical Services person is not obligated to do so.



4 Examples to define Tech Services Work Assignments

Standard work day is: 0800 ----1200L----1600 = 8hours on site/7.5 hours paid

1. Call to ExPlace venue at start of day:
 - a. 0800 starts at ExPlace venue / call done 1000
 - b. 1000 returns to shop 'til 1200 for lunch
 - c. 1230 to 1600 shop work
 - Employee paid 4 @ call rate + 5.5 @ shop rate = 9.5 total hours
 2. Call to ExPlace venue at start of day:
 - a. 0800 starts at ExPlace venue / call done 1000
 - b. Management determines no 'real' work in shop
 - c. 1000 – Employee goes home
 - Employee paid 4 or 5 (depends on nature of call) @ call rate
 3. Call to ExPlace venue at 1300 hours:
 - a. 0800 starts at shop at shop rate
 - b. 1300 reports to ExPlace venue
 - c. A) call ends at 1500 hours – employee may be released from Shop
 - d. B) call ends at 1900 hours
 - Employee paid A) 4.5 @ shop rate + 4 @ call rate = 8.5 total hours
B) 4.5 @ shop rate + 6 @ call rate = 10.5 total hours
 4. Call to ExPlace venue at 1000 hours:
 - a. 0800 starts at shop at shop rate
 - b. 1000 reports to ExPlace venue
 - c. A) call ends at 1200 hours – returns to Shop
 - d. B) call ends at 1600 hours
 - Employee paid A) 5.5 @ shop rate + 4 @ call rate = 9.5 total hours
B) 2 @ shop rate + 5.5 @ call rate = 7.5 total hours
- **This Letter of Understanding is null and void as of December 31, 2010.**

For I.A.T.S.E. Local 58

For The Board of Governors of
Exhibition Place

David Baer, President

Sandy Douglas, Director HR, Security, OH&S

Renewed August 31 2012.

For Local 58

For Board of Governors

Jim Brett, President

Sandy Douglas, Director HR

LETTER OF UNDERSTANDING

BETWEEN:

**THE BOARD OF GOVERNORS
of
EXHIBITION PLACE**

(hereinafter referred to as the "Board")

-and-

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES
and
MOVING PICTURE MACHINE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
of
THE UNITED STATES, ITS TERRITORIES AND CANADA
LOCAL 58**

(hereinafter referred to as the "Union")

RE: COLLECTIVE AGREEMENT JANUARY 1, 2009 – DECEMBER 31, 2011


ALLSTREAM CENTRE

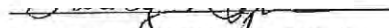


1. Exhibition Place anticipates having an Official Audio Visual Supplier for the Allstream Centre.
2. Permanently installed equipment in the Allstream Centre would be under the jurisdiction of the Technical Services Department.
3. The Official Audio Visual Supplier may keep gear on site or may have gear sent down from their shop. Under both circumstances this gear will be considered under the jurisdiction of the Technical Services Department.
4. If the Official Supplier needs to access gear from onsite or have it sent down from a shop they may send a supervisor to oversee this extra gear.
5. The Technical Services Department would look after this gear in consultation with the Official Supplier. E.g. repairing on site or determining to send it out to the Official Supplier's shop where it would be the responsibility of the Official Supplier to repair the gear.
6. Clients of the Allstream Center do not need to use the Official Audio Visual Supplier and may use whoever they want. If clients do not use the Official Audio Visual Supplier then that equipment would be dealt with by members of IATSE Local 58 coming in on a call from the hiring hall.

For I.A.T.S.E. Local 58

For The Board of Governors of
Exhibition Place



David Baer, President



Sandy Douglas, Director HR, Security, OH&S

Renewed August 31 2012.

For Local 58

For Board of Governors


Jim Brett, President


Sandy Douglas, Director HR

Memorandum of Agreement: Health and Safety and Customer Service

During the life of this collective agreement, the Union and the Employer agree to jointly establish a health and safety and customer service training curriculum for all crew chiefs and operators working on the Exhibition Place Grounds which shall be delivered to Union members wishing to be engaged by the Employer as a crew chief and/or operator during the life of this collective agreement.

Memorandum of Agreement: Sports Presentations at BMO Field and Coca Cola Coliseum

The purpose of this Memorandum is to ensure sports presentations at BMO Field and the Coca Cola Coliseum are performed professionally by stage employees that: provide continuity through the season; demonstrate competency and familiarity with the sport; and operate efficiently.

To achieve this purpose, and notwithstanding clause 18.1(b), sports presentation work shall be performed by stage employees at BMO Field and Coca Cola Coliseum and the following process will be followed during the term of the collective agreement:

1. Stage employees referred by the Union to work in the positions specified in paragraph 6 below must demonstrate competency for the position, familiarity with the field of play and game flow, and the ability to execute the duties of the position in a cooperative team environment.
2. Stage employees referred by the Union must commit to the entire season including pre-season matches, inter-league matches and post-season play-offs.
3. The tenant/game producer has the sole discretion to demand a replacement for Stage employees that do not meet the requirements of paragraphs 1 and 2 above. Any stage employee replaced in accordance with this paragraph will be released from duty and will not be referred to the tenant for the remainder of the season as defined in paragraph 2.
4. The Union shall supply a qualified stage employee within 24 hours from the request for a replacement.
5. The Union may send a stage employee, including the replaced worker to apprentice with the professional subsequently assigned the work, space permitting. Any stage employee so referred will be at no cost to the Employer, the tenant or the game producer.
6. Positions referred to in paragraph 1 do not include the LED operator and are limited to the following:
 - a) Audio mix engineer, A1

- b) Audio assistant engineer, A2
- c) Video shader, colorist
- d) Video camera operator, fixed
- e) Video camera operator, roaming
- f) Video camera assistant / cable page, TVA
- g) Media switcher operator, TD
- h) Multiple input slow-motion replay operator / clip editor
- i) Edited content media playback operator
- j) Graphics / font overlay operator
- k) Media signal interconnect patch engineer
- l) Control Room Utility Technician

7. This Memorandum of Agreement forms part of the Collective Agreement