

COLLECTIVE AGREEMENT

BETWEEN:

THE BOARD OF GOVERNORS OF EXHIBITION PLACE
(hereinafter referred to as "the Employer")

-and-

THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL #353
(hereinafter referred to as "the Union")

January 1, 2019 to December 31, 2021

TABLE OF CONTENTS

ARTICLE 1 - GENERAL PURPOSE	1
ARTICLE 2 - SCOPE AND RECOGNITION	1
ARTICLE 3 - MANAGEMENT RIGHTS	1
ARTICLE 4 - UNION SECURITY	2
ARTICLE 5 - NO STRIKES OR LOCK-OUT	3
ARTICLE 6 - REPRESENTATION.....	3
ARTICLE 7 - GRIEVANCE PROCEDURE.....	4
ARTICLE 8 - ARBITRATION	5
ARTICLE 9 - SENIORITY	6
ARTICLE 10 - HOURS OF WORK.....	8
ARTICLE 11 - OVERTIME.....	8
ARTICLE 12 - SHIFT PREMIUMS	9
ARTICLE 13 - VACATION PAY AND STATUTORY HOLIDAYS.....	10
ARTICLE 14 - CALL IN PAY	10
ARTICLE 15 - REPORTING PAY	10
ARTICLE 16 - FRINGE BENEFITS.....	11
ARTICLE 17 - JOB CLASSIFICATION AND RATES OF PAY	12
ARTICLE 18 - JURISDICTIONAL DISPUTES.....	12
ARTICLE 19 - BEREAVEMENT LEAVE	12
ARTICLE 20 - INJURY ALLOWANCE.....	13
ARTICLE 21 - PROTECTIVE EQUIPMENT	13
ARTICLE 22 - TOOL LOCK UP	13
ARTICLE 23 - DISCIPLINARY RECORD.....	14
ARTICLE 24 - SINGULAR /PLURAL.....	14
ARTICLE 25 - DURATION	14
ARTICLE 26 - JURY DUTY OR CROWN WITNESS SERVICE	14
Schedule 'A' – Classification & Rates of Pay	16
LOU - New Hires	17
LOU - Layoff and Vacation Selection	17
LOU – Tenanted Facilities (also known as Leased Properties or Leased Facilities) and Capital Projects	18

ARTICLE 1 - GENERAL PURPOSE

- 1:01 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 Employers 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

- 2:01 The Employer recognizes the Union as the exclusive bargaining agent for all electricians, electrician's apprentices and electrician foreman in the employ of The Board of Governors of Exhibition Place in the City of Toronto, save and except the Electrical Coordinator and persons above or persons covered by any subsisting collective agreement to which the Employer is a party.
- 2:02 This Agreement shall apply to all employees in the bargaining unit defined in Article 2.01.
- 2:03 For added clarity, this Agreement covers construction and non-construction work performed by members of the above-specified bargaining unit.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3:01 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, to be observed by its employees, discipline or discharge employees, provided that a claim by an employee who has acquired seniority and has been discharged or disciplined without just 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 select employees for positions excluded from the bargaining unit;
 - c) Determine the location of operations, and their expansions or their curtailment, the direction of working forces, the sub-contracting of work, the schedules of operations, the number of shifts; determine the methods or processes to be employed, job content, quality and quantity standards, the

establishment of work of job assignments; 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;

d) Have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees.

3:02 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 Employer's rights.

ARTICLE 4 - UNION SECURITY

4:01 All employees under this Agreement, as a condition of employment, shall be members of the Union, and maintain such membership in good standing.

4:02 The Employer agrees to hire members of the International Brotherhood of Electrical Workers as long as the Union is able to supply the needs of the Employer within forty-eight (48) hours. All employees not members of the Union hired by the Employer, if acceptable to the Union, shall become members of the Union within a maximum of ninety (90) days from the date of employment and remain members in good standing as long as they are employed by the Employer.

4:03 During the term of this Agreement, the Employer agrees to deduct from each pay cheque the regular hourly Union dues or a sum equivalent of the regular hourly Union dues as certified by the Union to be currently in effect according to the Constitution and Bylaws of the Union from the wage of each employee within the bargaining unit. And to remit the amount so deducted to the Trust Administrator no later than the fifteenth of the following month.

4:04 The Union will not nor will any employee hold meetings at any time on the premises of the Employer without the permission of the Employer.

4:05 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 Articles 4.01 and 4.03.

- 4:06 The Employer agrees that with the exception of apprentices, an employee with two (2) or more years of seniority shall not be laid off by reason of the Employer contracting out bargaining unit work to a non-Union Contractor.
- 4:07 In the event the Employer closes its Electrical Section of the Operations Divisions Maintenance Department, it shall provide 90 calendar days' written notice to the Union so as to allow the Union to make any representations it wishes to the Employer. Any such representations shall be made promptly and in any event within 30 calendar days of giving of such notice.

ARTICLE 5 - NO STRIKES OR LOCK-OUT

- 5:01 The Employer agrees that there will be no lock-out of employees and the Union agrees that there will be no strike, slow-down, sit down or other interference with work while the Collective Agreement is in force.

ARTICLE 6 - REPRESENTATION

- 6:01 The Employer agrees that there shall be a Union Steward in the bargaining unit who is selected by the Union Business Manager 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.
- 6:02 At any further negotiations for the renewal of this agreement, the bargaining unit will be represented by Union representatives and two employees.
- 6:03 The Union acknowledges that the Union Steward has a duty to perform on behalf of the Employer, and the Steward will not absent themselves from such duty unreasonably in order to attend to the grievances of the employees. In consideration of this acknowledgement and undertaking, the Employer will compensate the Steward for the time spent in handling grievances and attending to Union business. Such compensation shall not extend beyond normal working hours. The Steward will be required to request leave from their Foreperson before leaving their work place and will report back to their Foreperson on returning to same. Such leave will not be unreasonably withheld.
- 6:04 The Business Representative of the Union shall have access to the Employers premises but in no case shall these visits interfere with the progress of work and

the Union agrees not to conduct union meetings or solicitations on Employer premises or time, unless the approval of the Employer has been obtained.

ARTICLE 7 - GRIEVANCE PROCEDURE

7:01 An Employee who has a complaint relating to the interpretation or alleged violation of this Agreement shall discuss their complaint with their Supervisor and Union Representative within five (5) days following the circumstances giving rise to the complaint. If such complaint is not resolved to the satisfaction of the employee, they 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, they may refer such matter in writing to their Supervisor within five (5) days (and in so doing may have the assistance of the Union Representative if desired) 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 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 representatives of management within ten 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 calendar days of this meeting, it may be referred to arbitration as hereinafter provided.

7:02 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 8 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.

- 7:03 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.
- 7:04 Employees who are covered by this Agreement shall be required to follow the procedures laid down in Article 7.02 and any employee shall not appeal directly to any Board member or Official of the Employer.

ARTICLE 8 - ARBITRATION

- 8:01 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.

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, either party shall request the Minister of Labour for Ontario, forthwith and in writing, to appoint an arbitrator.

- 8:02 In the event that the parties do not agree to have the grievance determined by a single arbitrator, the party which has requested that the grievance be determined by a Board of Arbitration shall so notify the other party in writing within ten (10) working days of receipt of the letter referring the grievance to arbitration. The notice shall include the name of its nominee to an Arbitration Board. The party so notified shall, within ten (10) working days after the receipt of the letter, notify the other party of the name of its nominee to the Arbitration Board. The two (2) nominees so selected shall appoint a third person who shall be the Chairperson. If the two (2) nominees fail to agree upon a Chairperson, either party shall request the Minister of Labour for Ontario, forthwith and in writing, to appoint a Chairperson and a copy of such request shall be forwarded concurrently to the other nominee to the Board.

Each of the parties hereto will bear the expenses of the Arbitrator appointed and the parties will jointly share the expenses of the Chairperson of the Arbitration Board, if any.

- 8:03 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.

ARTICLE 9 - SENIORITY

- 9:01 Employees hired after January 1, 2002 will be considered as probationary employees until after they have completed a total of 900 hours worked for the Employer in the calendar year from January 1 to December 31.
- 9:02 Subject to paragraph 9:04 below, after having completed a total of 900 (nine hundred) hours worked in a calendar year, the employee shall commence to acquire seniority effective from their original date of hire and be classified as a permanent employee save and except that an employee hired prior to January 1, 2002 in determining whether a total of 900 are worked in the calendar year of 2002. It is understood and agreed that the hours need not be worked consecutively by an employee in calculating the 900 hours worked in a calendar year.
- 9:03 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, the probationer does not meet the work standard required by the Employer. Such discharge cases will not be subject to the Grievance or Arbitration Procedure
- 9:04 An apprentice shall not acquire seniority until they have successfully completed the apprenticeship program and have continued employment with the Employer, at which time they shall be credited 25% of the hours worked for the Employer from their original date of hire. This seniority will only be granted and shall be effective upon reaching journeyman status when the apprentice provides proof of passing a certificate of qualification and has completed a total of 900 hours worked as a journeyman in the next full calendar year less the number of hours credited to them as an apprentice as set forth above. The calendar year shall be from January 1 to December 31 and the hours to be credited and to be worked in the calendar year need not be worked consecutively.
- 9:05 Seniority shall be accumulated from the date of hire subject to paragraphs 9.02, 9.04 and 9.07.
- 9:06 Seniority shall be the deciding factor in the event of lay-offs or recall, providing that any such senior employee has the ability and qualifications to perform the normal required work.

9:07 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 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 months, whichever is shorter;
- f) If the employee is absent from work for more than three scheduled working days without notifying the Employer and without a reasonable excuse acceptable to the Employer;
- g) If the employee is, absent from work due to illness or injury for more than eighteen (18) months or a period equal to their seniority, whichever is shorter.

9:08 Seniority lists will be supplied to the Union as requested, up to twice a year.

9:09

- a) When recalling an employee after a layoff, the employee shall be notified by registered mail or telephone and allowed forty-eight hours to report for work, and in 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 or telephone message is given in accordance with this Article must contact the Employer within forty-eight hours of the notice of return to work if they wish 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.
- b) In the event an employee being recalled is not available to receive the notice of recall and provides proof of their absence acceptable to the employer, they shall be offered the position in accordance with provisions contained in the first sentence of 9.09(a).

ARTICLE 10 - HOURS OF WORK

- 10:01 The regular workweek shall consist of 37-1/2 hours worked in five days, Monday to Friday inclusive. The regular workday shall consist of 7-1/2 hours per day between the hours of 6:00 a.m. and 5:00 p.m. The Employer shall provide twenty-four (24) hours' notice of a change in shift hours. However, the hours may be moved to 6:00 a.m. under special circumstances or due to operational need. In such special circumstances, or when there is such operational need to change shift hours, the employee and Steward will be given reasonable notice that respects the hours free from work required in accordance with the Employment Standards Act 2000, S.O.2000, as amended.
- 10:02 A one-half hour lunch period shall be provided without pay as close as possible to the mid-point of the shift.
- 10:03 A rest period of fifteen minutes shall be provided during the first half of each regularly scheduled shift and another rest period of fifteen minutes shall be provided during the second half of each regularly scheduled shift.
- 10:04 The Employer does not guarantee to provide work for an employee for regularly assigned hours or any other hours.
- 10:05 Employees shall be permitted to devote the last 15 minutes of their assigned shifts to clean-up/wash-up and submitting their PM Logs into CMMS software.

ARTICLE 11- OVERTIME

- 11:01 Double an employee's straight-time hourly rate shall be paid for all hours worked in excess of 7 1/2 hours in any one day, Monday to Friday, inclusive.
- 11:02 Double an employee's straight-time hourly rate shall be paid for all hours worked on a Saturday, Sunday or Paid Holiday. Payments under this paragraph are premiums for working on Saturday, Sunday, or Paid Holiday, as the case may be, and if an employee works 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), they will not be paid any premium under this paragraph.
- 11:03 For the purposes of 11.02 the following days shall be recognized as paid holidays:

New Year's Day
Victoria Day
Labour Day
Boxing Day

Family Day
Canada Day
Thanksgiving Day
Good Friday

Civic Holiday
Christmas Day

- 11.04 Overtime premium paid for any hours excludes that hour for consideration for overtime premiums on any other basis or for any other premium, thus eliminating the pyramiding of any premiums.
- 11.05 Should overtime be scheduled then the Employer shall distribute overtime as equitably as practicable and in a non-discriminatory manner. All overtime work is to be performed on a voluntary basis, providing however, that if sufficient qualified employees do not volunteer, then the Employer shall assign the overtime work on a mandatory basis. The Steward shall be notified promptly of all overtime.
- 11.06 Employees may be required to be on stand-by and carry a pager when off- duty. Such stand by duty will normally be scheduled on a weekly basis. Employees on stand-by shall be paid two and one-half (2- 1/2) hours pay for each day on which they are not scheduled to work and on which they are on stand-by with the pager (e.g. five (5) hours for a normal weekend), provided that an employee who is called into work on stand-by not receive both Call In Pay under Article 14 and this stand-by pay for the same day.
- 11.07 Where the Employer determines that an overtime assignment requires two or more employees, the second opportunity for that assignment shall be offered to the site steward.

ARTICLE 12 - SHIFT PREMIUMS

- 12:01 Employees shall be given at least forty-eight hours' notice of any change to the regular workweek as defined in paragraph 10.01
- a) If an employee is not given forty-eight hours of posted notice of shift change they shall be paid at the rate of time and one half 1 - 1/2 for the first changed shift worked with no other premium pay application for that day worked.
 - b) Shift work may commence on any regular workday, Monday to Friday, providing five (5) consecutive days are worked subject to operational need. When there is such operational need to change shift hours, the employee and Steward will be given reasonable notice that respects the hours free from work required in accordance with the Employment Standards Act 2000. S.O. 2000. as amended.
Saturdays and Sundays are excluded as commencement days for shift work.
 - c) Employees scheduled to work a regular work-week different from that defined in Article 10.01 shall be paid a shift premium of one-seventh times the employee's regular straight time hourly rate, for all work performed on such different regular scheduled shifts. This shift premium shall be paid only for actual hours worked and no overtime shall be calculated thereon. Shift premium shall not be paid in addition to overtime rates.

ARTICLE 13 - VACATION PAY AND STATUTORY HOLIDAYS

- 13:01 Employees shall be paid vacation pay at the rate of four percent (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%). After three years of service, vacation pay shall increase to the rate of six percent (6%) of the employee's total wages, and statutory holiday pay shall remain at the rate of six percent (6%) of total wages, for twelve percent (12%).
- 13:02 Payment of such vacation pay and statutory holiday pay shall be made to the employees in their weekly pay cheques.
- 13:03 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.
- 13:04 Time off for vacations will 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 any one year. Where a holiday occurs during a vacation period one day will be granted.

ARTICLE 14 - CALL IN PAY

- 14:01 If any employee is called into work after having left the Employer's premises and after completion of their regularly scheduled shift, they 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

- 15:01 Unless employees are notified during working hours not to report for work, employees who report for work at the regular starting time and for whom no work is available shall receive not less than four hours of alternate work, or if no such work is available, shall receive four hours' pay at their applicable hourly rate.
- 15:02 The provision of this Article shall not apply in the event of strikes, power failure, 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

Refer to Schedule 'A' – Classification & Rates of Pay for 2022 Fringe Benefits

16:01 HEALTH AND WELFARE

Effective January 1, 2009, the Employer shall contribute to the Unions Health and Welfare Trust Fund three dollars and twenty-five cents (\$3.25) per hour for each hour's pay earned by each employee.

16:02 PENSION

The Employer shall contribute to the Union's Pension Fund two dollars and twenty-nine (\$2.29) per hour for each hour's pay earned by each employee.

16:03 R.E.S.T.

Effective January 22, 2007, the Employer shall contribute to the Union's R.E.S.T. Fund twelve cents (\$0.12) per hour for each hour's pay earned by each employee.

16:04 PROMOTION FUND

The Employer shall contribute to the Union's Promotional Fund two cents (\$0.02) per hour for each hour's pay earned by each employee.

16:05 SUB FUND

Effective January 22, 2007, the Employer shall contribute to the Union's Supplementary Unemployment Benefit ("Sub") Fund fifteen cents (\$0.15) per hour for each hour's pay earned by each employee.

16:06 RRSP

The Employer shall, through the Union's Plan Administrator, contribute to an employee's Registered Retirement Savings Plan two dollars and forty-five cents (\$2.45) per hour for each hour's pay earned by such employee.

16:07 When properly authorized by the Local Union, and if possible only at previously negotiated wage rate change dates, the Company shall increase or decrease all Union benefit funds. Adjustments shall be made in the employee's wages in such a manner that the overall monetary package does not change. The Company shall be given a minimum notice of two (2) months if such a change is contemplated.

- 16.08 An employee shall be entitled to receive a Downtown Allowance of \$19.00 for each day that the individual attends at the Employer's premises and works a scheduled shift of one hour or more.
The employer will provide an employee with parking if the employee is required to attend at the Employer's premises to work a scheduled shift. Because the parking is a taxable benefit, if an employee wishes to use parking, if this has not already been done the employee must first complete the required tax form, which the Employer will provide.

ARTICLE 17 - JOB CLASSIFICATION AND RATES OF PAY

- 17.01 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

- 18.01 When a dispute arises between the Union which is a party to this Agreement and any other union, persons or organization with respect to a work claim, the parties to this Agreement shall first meet within 72 hours or such further period as may be mutually agreed, in an effort to settle the dispute to the satisfaction of all parties concerned. The union(s), person(s) or organization(s) involved in the dispute shall be invited to the said meeting, with reasonable notice. No grievance or referral to the Ontario Labour Relations Board shall be filed until such meetings have occurred. If such a dispute cannot be settled to the satisfaction of all parties concerned, it shall be processed within 5 days of the aforesaid meeting between the parties as a complaint to the Ontario Labour Relations Board pursuant to Section 99 of the Labour Relations Act R.S.O. 1995 c.I, as amended and in the meantime work will continue as assigned by the Employer until otherwise directed by the Ontario Labour Relations Board.

ARTICLE 19 - BEREAVEMENT LEAVE

- 19.01 The Employer shall pay an employee up to three days' pay at the employee's straight time hourly rate for all regular lost time in the event of the death of employee's wife, husband, father, mother, child, brother or sister, and up to one day's pay at the employee's straight-time hourly rate for all regular time lost in the event of the death of the employee's father-in-law, mother-in-law, or grandparent. Payment shall be made to the extent of time lost while making arrangements for and 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.
- 19.02 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

- 20.01 An employee injured on the job shall be paid for the full shift in which the injury occurred, if the injury is such as to necessitate a stoppage of work by the employee and hospital treatment. The employee shall return to work on the same day unless otherwise advised by a medical attendant.

ARTICLE 21 - PROTECTIVE EQUIPMENT

- 21.01 All safety equipment which is required by the Occupational Health & Safety Act of Ontario and Regulations for Industrial Establishments R.S.O. 1990, c.O. 1 shall be supplied by the Employer, subject to paragraph 21.02.

- Handwritten: Hsd.*
Handwritten signature
21.02 The Employer shall accumulate for each employee with seniority, the sum of eight cents (\$0.08) per hour worked for the purpose of purchasing 'Green Patch/ Omega' safety footwear. Upon presentation of the proof of purchase (to be signed by the employee and Supervisor), the employee will be reimbursed from their actual accumulated funds for the cost of their new safety footwear. If an employee permanently leaves Exhibition Place any monies in the bank will be paid out in accordance with prevailing tax laws.

ARTICLE 22 - TOOL LOCK UP

- 22.01 The Employer shall provide a safe 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.

- 22.02 All electricians are required to have the following tools:

- Knife
- 8" side cutters
- Diagonals
- long nose
- 2 pair channel lock type
- 3 Robertson type
- 2 Standard type
- 1 Phillips
- 1 steel tape measure 12'
- 1 tool pouch and belt
- 1 600V tester CSA approved

The Supervisor and Foreperson will verify the tools provided by each electrician and record the tools on a tool record sheet. Any tool required by the tool list above recorded on the tool sheet will, if broken on the job while being used for the job it was designed to perform, be replaced by the Employer with a similar tool of equal value.

- 22.03 The Company shall supply a suitable locked storage for the employee's tools on the job. Should employee's tools as listed herein be stolen as a result of forcible entry, the Company shall compensate the employee for the value of the tools.

ARTICLE 23 - DISCIPLINARY RECORD

- 23.01 Where an employee has not received a disciplinary notation for a period of 24 months' calendar years, any disciplinary notation(s) recorded 011 the employee's personal file shall be null and void. If the employee requests the removal of a disciplinary notation after the twenty-four (24) month, period, it shall be removed from the employee's personal file.

ARTICLE 24 - SINGULAR /PLURAL

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

ARTICLE 25 - DURATION

- 25.01 This Agreement shall commence on the 1st day of January 2019 and end on the 31st day of December, 2021 and continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty (30) days nor more than ninety (90) days prior to the expiry date hereof that party's intention to terminate this Agreement or to negotiate revisions thereto.

ARTICLE 26 - JURY DUTY OR CROWN WITNESS SERVICE

- 26.01 The Employer shall provide up to three (3) day of paid leave per year to any employee who is summonsed for jury duty or Crown witness service, subject to the employee providing the Employer with satisfactory documentation supporting the days of absence necessitated by the summons.

SIGNED and DATED at Toronto this 31 day of ^{October.} June, 2022.

ON BEHALF OF THE UNION

Lee Caprio
Business Manager IBEW 353

Mike Slaght
Business Representative IBEW 353

Chris Paul
Business Representative IBEW 353

Derek Norton
Steward, IBEW 353

Alex Rulff
Steward, IBEW 353

ON BEHALF OF THE EMPLOYER

Don Boyle
Chief Executive Officer

Hardat Persaud
Chief Financial Officer

Mark Goss
General Manager, Operations

Paul Torkan
Director, Operations & Facility Services

Kelvin Seow
Chief People and Strategy Officer

**SCHEDULE "A" CLASSIFICATION & RATES OF PAY
(Journeypersons, Forepersons and Apprentices)**

For the period January 1, 2019 to either December 31, 2021 or date of ratification, whichever occurs first, because the Employer has or will have applied the status quo (in existence as of December 31, 2018), employees shall receive a retroactive pay increase of 1.25% on total compensation earned under the Maintenance Agreement during that period. Thereafter, the rates below for wages and fringe benefits shall apply and shall remain in effect until the parties have ratified their next collective agreement for the period following December 31, 2021.

Wage Rates and Fringe Benefits

	Year	Wage Rate	Vacation Stat. Holiday Pay	Pension	Health and Welfare	R.E.S.T.	Promotion	SUB	RRSP	Union Dues	TOTAL
Journeyman	2022	44.45	4.45	5.82	3.93	0.31	0.03	0.22	1.92	0.55	61.68
Foreperson		52.45	5.25	5.82	3.93	0.31	0.03	0.22	2.06	0.55	70.62
Pre-Apprentice		16.68	1.67	n/a	3.93	0.31	n/a	n/a	0.50	0.34	23.43
Apprentice 1 (40%)		17.78	1.78	3.35	3.93	0.31	0.03	0.22	0.77	0.34	28.51
Apprentice 2 (50%)		22.23	2.22	3.92	3.93	0.31	0.03	0.22	0.96	0.34	34.16
Apprentice 3 (60%)		26.67	2.67	4.48	3.93	0.31	0.03	0.22	1.15	0.34	38.65
Apprentice 4 (70%)		31.12	3.11	5.06	3.93	0.31	0.03	0.22	1.34	0.34	45.47
Apprentice 5 (80%)		35.56	3.56	5.62	3.93	0.31	0.03	0.22	1.54	0.34	51.10

** Vacation Pay & Stat. Holiday Pay of 10% shall increase to 12% of wage rate after 3 years of service (Article 13.01). Above chart reflects 10% only.

Letter of Understanding – New Hires

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

Letter of Understanding Layoff and Vacation Selection

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

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

LETTER OF UNDERSTANDING

RE: TENANTED FACILITIES (also known as Leased Properties or Leased Facilities)
AND CAPITAL PROJECTS

The parties acknowledge that the Employer's facilities include which are leased to third party tenants and where the Employer is a landlord to current and future tenants.

In recognition of the Employer's need to maintain its competitiveness as a commercial landlord, and in the spirit of ensuring fair and reasonable work opportunities for individuals employed in the bargaining unit, the parties hereby agree to the terms set out below.

1.
 - a) **Work by tenants.** If a tenant is responsible under the applicable lease for performing work in connection with a tenanted facility, it is not necessary for such work to be performed by contractors who are in contractual relations with the Union (hereafter referred to as Union Contractors") and the tenant may choose to use non-Union Contractors to perform the work.
 - b) **All work performed in the following facilities shall be performed in accordance with this Collective Agreement:** Enercare Centre, Better Living Centre, General Services Building, Allstream Centre, Queen Elizabeth Exhibit Hall, and Horse Palace (non-tenanted areas), Band Shell Stage, Centennial Square, Blue Storage Building, Substations (except substations in MLSE buildings and Hotel X), all outdoor lighting and power (except attached to or on tenanted property).
2. **Show/Event installation work by tenants.** If a tenant requires installation work for the purposes of a show or event, it is not necessary for such work to be performed by Union Contractors provided the total value of the electrical portion of the installation work is less than \$500,000.00, and the tenant may choose to use non-Union Contractors to perform the electrical work. If the electrical work has a total value equal to or above \$500,000.00, the electrical work must be performed by Union Contractors.
3. **Capital projects by tenants.** For the purposes of this Letter of Understanding, a capital project means the installation of a new capital asset or improvements or expansions to an existing capital asset. If the value of a capital project carried out by a tenant has a total value of less than 5 million, it is not necessary for the electrical work to be performed by Union Contractors, and the tenant may choose to use non-Union Contractors. If the total value of the capital project is at or above \$5 million, the work must be performed by Union Contractors.
4. **Capital Projects by the Employer.** The electrical portion of capital projects carried out by the Employer shall be performed by members of the bargaining unit and/or Union Contractors, with the exception of proprietary work. Proprietary work means work that must be performed by third party vendors, and where the vendor is entitled to assign its own workers to perform the work, pursuant to the contractual terms and/or conditions between the vendor and the Employer.

5. **Expedited dispute resolution.** An expedited dispute resolution process shall apply to disputes arising under this Letter of Understanding. If the Union believe there has been a violation of this Letter of Understanding, the Union may grieve the matter pursuant to the grievance procedure. Following a single grievance meeting that shall take place at Step 2 of the Grievance procedure, if no resolution is reached, the matter shall be referred to arbitration before one of the following arbitrators who is able to convene a hearing date within 45 days of the grievance referral: Petryshen, Herman, Raymond, Stout, Sheehan.

Signed this 13 day of Dec, 2021
(Day) (Month) (Year)

FOR THE EMPLOYER

FOR THE UNION, IBEW LOCAL 353