

COLLECTIVE AGREEMENT

Between:

The Board of Governors of Exhibition Place

(hereinafter after referred to as the "Employer")

of the FIRST PART

- and -

**The United Association of Journeymen and Apprentices
of the Plumbing and Pipe Fitting Industry of the United
States and Canada, Local Union #46**

(hereinafter referred to as the "Union")

of the SECOND PART

January 1, 2020 to December 31, 2024

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ARTICLE ONE - General Purpose

- 1.1 The general purpose of this agreement between the Employer and the Union is to establish and maintain orderly collective bargaining relations, to provide a procedure for dealing with grievances, and to set forth the rates of pay, and other working conditions that have been agreed upon. In this Collective Agreement, employee means a person hired by the Employer for a position which falls within the bargaining unit as described in the Recognition Article, and who is on the active payroll of the Employer. The Employer means The Board of Governors of Exhibition Place and Union means the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 46.

ARTICLE TWO - Government legislation

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

ARTICLE THREE - Recognition

- 3.1 The Employer recognizes the Union as the exclusive bargaining agent of employees of the Employer employed as journeyperson plumbers, plumbers' apprentices, journeyperson steam fitters, steam fitters' apprentices and HVAC Technicians in the City of Toronto, save and except persons above the rank of working foreperson.

ARTICLE FOUR - Relationship

- 4.1 There shall be no discrimination or harassment against any employee by either the Employer or the Union for any reason as specified in the Ontario Human Rights legislation.

ARTICLE FIVE - Union Access

- 5.1 The Business Representative of the Union shall have access to the Employer's plant but in no case shall their 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 SIX - Management Rights

- 6.1 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, discharge for just cause, classify, promote, demote, lay-off, recall, and suspend or otherwise discipline employees subject to the provisions of this agreement and the employee's, or the Union's right as the case may be per Articles 8 or 9, to lodge a grievance in the manner provided for in this Agreement;
 - (c) generally to manage the operation and undertakings of the Employer and, without restricting the generality of the foregoing, to select, install, and require the operation of any equipment, plant or machinery which the Employer deems necessary, to determine the number of personnel required, the schedules and methods of work to be followed and to exercise all rights and responsibilities of management not specifically modified by this Collective Agreement.

ARTICLE SEVEN - Strikes and Lockouts

- 7.1 The Employer agrees that there will be no lockout of employees, and the Union agrees that there will be no strike, slowdown, sit down, or other interference with work while the Collective Agreement is in force.

ARTICLE EIGHT - Grievance Procedure

- 8.1 An employee who has a complaint in relation to the interpretation or alleged violation of this Agreement shall first discuss their complaint with their Supervisor and Union Representative within five (5) working days following the circumstances giving rise to the complaint. If such complaint is not resolved to the satisfaction of the employee, 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. If not observed, any such grievance shall be deemed to be resolved.

Step One

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) working days of receiving the response. All individual grievances shall be signed by the grievor and filed in writing, with the designated management supervisor of the department concerned. The grievance must specify the Article(s) alleged as violated and recourse sought based on a statement of the employee's complaint. The supervisor must sign and date when the grievance was received and give an answer in writing within seven (7) working days of receipt of such grievance.

Step Two

Should the employee be dissatisfied with the disposition of the grievance at Step One, the steward and a Union representative shall meet with the representative of management within five (5) calendar days or a time mutually agreed to discuss the grievance. The grievor may be in attendance at the request of either party. The representative of management must sign an answer in writing within seven (7) working days of the step two meeting.

Policy Grievances

- 8.2 The Employer shall have the right to lodge a grievance with the Union. Such grievance shall first be presented in writing to the Union within ten (10) working days from the time of the circumstances which resulted in the grievance. A meeting will be held within seven (7) working days between representatives of the Employer and the Union. The grievance shall be answered in writing by the Union within seven (7) working days of such meeting.
- 8.3 The Union shall have the right to lodge a grievance with the Employer based on a difference arising directly with the Employer concerning the interpretation, application or alleged violation of this Agreement. However, such a grievance shall not include any matter upon which an employee is personally entitled to grieve. Such grievance shall first be presented in writing to the Employer within ten (10) working days from the time of the incident or occurrence which resulted in the grievance and a meeting will be held within seven (7) working days between representatives of the Union and the Employer. The grievance shall be answered in writing by the Employer within seven (7) working days of the meeting.
- 8.4 The parties may extend the timelines under the grievance procedure in writing on consent.

ARTICLE NINE - Arbitration Procedure

- 9.1 (a) If a settlement is not reached at Step Two, of the grievance procedure then such grievance may be referred to arbitration after a written request for arbitration is made by the Union within fifteen (15) working days after the answer is given at Step Two.
- 9.1 (b) Failing receipt of an answer satisfactory to the Employer or the Union in regards to a policy grievance, the grievance may be submitted to arbitration within a further period of thirty (30) calendar days after the Union's answer.
- 9.2 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, in writing, to appoint an arbitrator.

In the event that the parties do not agree to have the grievance determined by a single arbitrator, the party which has requested that the grievance be determined by a Board of Arbitration shall so notify the other party in writing within ten (10) working days of receipt of the letter referring the grievance to arbitration. The notice shall include the name of its nominee to an Arbitration Board. The party so notified shall, within ten (10) working days after the receipt of the letter, notify the other party of the name of its nominee to the Arbitration Board. The two (2) nominees so selected shall appoint a third person who shall be the Chairperson. If the two (2) nominees fail to agree upon a Chairperson, Local 46 shall request the Minister of Labour for Ontario, in writing, to appoint a Chairperson and a copy of such request shall be forwarded concurrently to the other nominee to the Board.

- 9.3 The arbitrator, or Board of arbitration as the case may be, shall not have jurisdiction to alter, enlarge, modify or amend the provisions of the Agreement, nor to make any decision inconsistent therewith.
- 9.4 The unanimous or majority decision in writing of the arbitrator or Arbitration Board as the case may be with respect to the matters coming within the jurisdiction of the arbitrator or The Board shall be final and binding upon the parties hereto and the employees.
- 9.5 No person shall be appointed as an arbitrator who has been involved in processing the grievance.
- 9.6 Each of the parties hereto will bear the expenses of the nominee appointed to represent it and the parties will jointly in equal shares bear the expenses of the Chairperson of the Arbitration Board, or single arbitrator, as the case may be.

ARTICLE TEN - Seniority and Probation

- 10.1 New employees will be considered as probationary employees until after they have completed a total of 900 hours worked in a calendar year for the Employer, or until paragraph 10.4 is complied with, whichever is the greater.
- 10.2 Subject to paragraph 10.4 below, after having completed a total of 900 hours worked in a calendar year, the employee shall commence to acquire seniority and shall be credited with 900 hours' seniority.

- 10.3 In the event that the probationary period of employment with the Employer is interrupted by a lay-off, the employee, if rehired within a period equal to their former seniority with the Employer, shall receive credit for the number of days previously worked by the employee.
- 10.4 An apprentice shall not acquire seniority until they have successfully completed the apprenticeship programme and has continued employment with the Employer, at which time they shall be credited with seniority retroactive to the date on which they were initially employed as an apprentice.
- 10.5 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.
- 10.6 Seniority shall be accrued on the basis of working days worked and be exercised within the trade classification of the employee, i.e. journeyperson plumber, journeyperson steam fitter and HVAC Technician. Two hundred and thirty-five days worked shall constitute one year of seniority, and the number of years of seniority credited to the employee shall be calculated by dividing the number of days worked with the Employer by 235.
- 10.7 An employee, while assigned in the capacity of a working Foreperson shall accrue and exercise the seniority within the trade classification in which they were originally hired, and shall be one of the last journeypersons employed in their trade classification.
- 10.8 Seniority shall be the deciding factor in the event of termination of employment due to lay-off, or with a recall to employment providing that any such senior employee has the ability and qualifications to perform the work available.
- 10.9 Employees who are laid off will remain on the seniority listing for a period equal to their seniority prior to such lay-off or fourteen months, whichever is shorter.
- 10.10 An employee will lose their seniority rights and employment with the Employer if
- (1) leave the employ of the Employer;
 - (2) are discharged, unless such discharge is reversed through the grievance or arbitration procedure;
 - (3) are absent from work without permission of the employee's supervisor for a period of three consecutive scheduled work days;
 - (4) are laid off and not recalled within the period provided for in Article 10.09;

- (5) are absent from work due to illness or injury for a period of time greater than their accrued seniority prior to such illness or injury, unless such absence is due to a compensable illness or injury with the Employer and covered by the Workplace Safety and Insurance Act in which case an employee will retain any accrued seniority for a period of three years;
- (6) following lay-off, fail to report to work on the date and at the time specified in the written recall notice. The Employer shall ensure that three days' advance notice of recall shall be given, in writing to the employee. It shall be the employee's responsibility to keep the Employer notified as to any change of their address and telephone number so that they will be up-to-date at all times;
- (7) Retire.

10.11 The Employer will maintain an up-to-date seniority list which will be supplied to the Union upon request but not more than once in every six month period.

10.12

- (a) On the day of lay-off the employee shall be given at least two hours' notice before the end of their regular work day and shall be paid for the full regular work day.
- (b) An employee laid off while working overtime shall be paid their full pay to the time of lay-off.

10.13 When an employee is laid off or discharged, their Record of Employment (ROE) will be made available through ADP or electronically upon request.

ARTICLE ELEVEN - Union Representation

11.1 The Employer agrees there shall be a Union Steward in the bargaining unit. The Steward shall be appointed by the Union Business Manager or their authorized representative from the active employees in the bargaining unit, and their name shall be given to the Employer in writing, at which time they shall be recognized by the Employer.

11.2 The Steward shall, if requested by the employee, be permitted to be present at any meeting including grievance handling between the Employer's supervisory personnel and an employee, if such meeting involves the possibility of disciplinary action or penalties being imposed upon the employee. In the event that the Steward is not in attendance due to their unavailability at work premises, the discipline or discharge will not be invalid as a result, but may be subject to the Grievance Procedure.

- 11.3 In the event of lay-off due to lack of work, the Steward shall be given preferential seniority and shall be one of the two last journeypersons to be employed in their trade classification provided they are able to perform the work which is available.
- 11.4 The Steward shall not leave their work to investigate or process any grievance or to meet with or negotiate with the Employer without the prior consent of the designated Supervisor. The consent of the Supervisor shall not be unreasonably withheld. The Employer will pay the Steward at their regular straight time hourly rate, for all regular time lost in handling grievances or in participating in meetings with management under the Grievance Procedure, provided that, in the opinion of the Employer, the amount of time spent is not unreasonable.

ARTICLE TWELVE - Reporting Pay

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

ARTICLE THIRTEEN - Call-in Pay

- 13.1 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 (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.

Effective the date of ratification by both parties (September 14, 2022), the employee shall receive a minimum of "five (5)" hours' pay at their straight time hourly rate.

- 13.2 Effective the date of ratification by both parties (September 14, 2022), when a Foreperson is responsible for answering the employer's emergency phone after hours, the Foreperson shall be paid six (6) hours straight time per week.

ARTICLE FOURTEEN - Bereavement Leave

- 14.1 The Employer shall pay an employee up to four days at the employee's straight time hourly rate for all regular time lost in the event of the death of the employee's spouse (as defined under the ESA), parent, 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 only to the extent of time lost while making arrangements for and / or attending the funeral. In order to qualify the employee must,
- (1) have completed their probationary period, and
 - (2) may be required by the Employer to provide satisfactory proof of death.
- 14.2 Employees shall not be paid pursuant to this Article for Saturdays, Sundays, paid holidays, while on vacation or leave of absence or for any other period during which they would not have worked.

ARTICLE FIFTEEN - Vacation Pay and Statutory Holidays

- 15.1 Employees shall be paid vacation pay at the rate of 6% of the amount of the employee's total wages, and shall be paid statutory holiday pay equal to 4% of total wages, for a total of 10%. After three (3) years of service, vacation pay shall increase to the rate of six per cent (6%) of the employee's total wages, and statutory holiday pay shall remain at the rate of six percent (6%) of total wages, for a total of twelve percent (12%).
- 15.2 Payment of such vacation pay and statutory holiday pay shall be made on the employee's weekly pay cheque.
- 15.3 The aforesaid vacation pay and statutory holiday pay shall be deemed to be in the accordance with the Employment Standards Act and to provide vacation and statutory holiday benefits equal to or better than that required by the Employment Standards Act.
- 15.4 Time off for vacations shall be arranged by mutual agreement between the employer and the employee with a minimum of three weeks to be taken by each employee with seniority during a period of any one year. Where a holiday occurs during a vacation period, one (1) additional day will be granted.

ARTICLE SIXTEEN - Hours of Work

- 16.1 The regular work week as scheduled by the Employer shall consist of thirty-seven and one half hours worked for five days, Monday to Friday inclusive, and the regular work day shall be of seven and one half hours' duration worked between 6:00 a.m. and 5:00p.m., with a one half hour unpaid lunch break.

16.2 Employees shall be given at least twenty-four hours' notice of any change to the regular work week as defined in paragraph 16.1.

- (a) If an employee is not given twenty-four hours of posted notice of shift change they shall be paid at the rate of time and one-half (1 ½) for the first changed shift worked with no other premium pay application for that day worked.
- (b) Shift work may commence on any regular work day, Monday to Friday, providing five (5) consecutive days are worked. 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 16.1 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 or premium shall be calculated thereon. Shift premium shall not be paid in addition to overtime rates.

Overtime

16.3 Double an employee's straight time hourly rate shall be paid for all hours worked in excess of seven and one half hours in any one day, Monday to Friday inclusive, or thirty-seven and one half hours in any one work week.

16.4 Double an employee's straight-time hourly rate shall be paid for all hours worked on a Saturday or Sunday or Statutory Holiday, unless such hours are worked as part of the regular Monday or Friday shift. (Any regular shift which falls in part on a Monday or Friday shall be deemed to be a Monday or Friday shift, respectively.)

16.5 For the purposes of Article 16.4, the following shall be recognized as Statutory Holidays:

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

If during the term of this collective agreement the Federal Government of Canada or the Province of Ontario Government established "heritage day" as a statutory holiday it will automatically be inserted into this clause.

Rest Period

- 16.6 A rest period of fifteen minutes shall be provided during the first half of each regularly scheduled shift and another fifteen minutes shall be provided during the second half of each regularly scheduled shift.

An employee required to work overtime of more than two hours beyond their normal scheduled shift, will be allotted a rest period of fifteen minutes at a reasonable time as directed by the Employer.

ARTICLE SEVENTEEN - Union Security

- 17.1 All employees under this Agreement shall, as a condition of employment, be members of the Union, and maintain such membership in good standing.
- 17.2 The Union agrees that the Employer will have free selection of employees hired, provided that paragraph 17.1 is complied with.
- 17.3 Each employee hired shall, before commencing work obtain a work referral form, which the Union hereby agrees to provide such employees, and a copy of this form will be given by the employee to the Employer and to the Union steward.
- 17.4 Notwithstanding the foregoing, the Employer may hire employees under this Agreement through the Union's offices. However if the Union does not provide sufficient, suitable personnel within forty-eight hours after the request by the Employer, the Employer may hire employees from any other source providing such employees are qualified and, where applicable, hold any necessary licence. Where the Employer hires such employees, it agrees that they shall apply to the Union for membership. The Union may admit such persons into membership and/or accept the payment from them of an amount equal to the regular monthly Union dues. Where the employees are willing to join and/or pay such dues, they shall be deemed to have complied with the Union membership requirements of this Agreement. When employees are hired from sources other than the Union, and they are not members of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, such employee may be replaced by a member of the said Union if such Union member is referred to the Employer by the Local union within fourteen calendar days of the first employee's date of hire.
- 17.5 During the term of this Agreement the Employer agrees to deduct from the wages of each employee the sum of 1.5% of the base rate per hour earned or such other amount as may be authorized by the union for each hour of pay earned and to remit the amounts so deducted to the Union.

ARTICLE EIGHTEEN - Contracting Out

- 18.1 In the event the Employer closes its Plumbing and Pipefitting Section of the Operations Division Maintenance Department, the Employer shall provide ninety (90) calendar days written notice to the Union so as to allow the Union to make any representations it wishes to the Department Heads involved and The Board of Governors of Exhibition Place. Any representations shall be made promptly and in any event within ninety (90) calendar days of the giving of such notice. The Employer agrees to give full consideration to such feasible alternatives to contracting out as the union may propose through such representations.

ARTICLE NINETEEN - Fringe Benefits

19.1 Health and Welfare

The Employer shall contribute to the Union's Health Benefit Plan \$2.22 for each hour's pay earned.

19.2 Pension

Based on each hour's pay earned, the Employer shall contribute to the Union's Pension Fund as follows:

Jan. 1, 2019 - \$7.50

Sept 14, 2022 - \$9.00

19.3 Supplementary Unemployment Benefit

The Employer shall contribute to the Union Supplementary Unemployment Benefit Plan, a sum equal to twenty cents (\$0.20) for each hour's pay earned by each employee.

19.4 Training Fund

Based on each hour's pay earned, the Employer shall contribute to the Union Training Fund as follows:

Jan. 1, 2019 - \$0.46

Sept 14, 2022 - \$0.50

19.5 Contingency Fund

The Employer shall deduct from the wages of each employee, a sum equal to eight cents (\$0.08) for each hour's pay earned.

19.6 Union Dues Promotion Fund

The Employer shall deduct from the wages of each employee, a sum equal to one and one half percent (1 ½%) of the applicable Base Rate per hour for each hour's pay earned.

19.7 Bill 162 WSIB

The Employer shall contribute \$0.03 per hour earned by each employee, to the Local 46 Benefits Administrator.

19.8.1 Dates of Contributions and Monthly Reports

- (a) Fringe Contributions by the Employer for Fringe Benefits defined in 19.1-19.7 shall be made monthly and forwarded by cheque by the 20th day of the month following the month in which contributions were earned.
- (b) Such payments will be forwarded together with a list of names of employees for whom the contributions are being made to the UA Local 46 Benefit Administrator.
- (c) Forms for the purpose of reporting Fringe Benefits will be provided by the Administrator to the Employer.
- (d) Upon written notice from the Union it is agreed that Fringe Benefits as provided for in Article 19.1-19.7 may be amended from time to time and the monetary package schedule shall be modified to reflect the amendments.

ARTICLE TWENTY - Injury Allowance

- 20.1 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 TWENTY ONE - Safety and Protective Equipment

- 21.1 The parties recognize and agree to comply with the provisions of the Occupational Health and Safety Act and Regulations for Industrial Establishments of Ontario R.S.O. 1990. c.321 and as from time to time amended.
- 21.2 The employer shall accumulate for each employee with seniority, the sum of eight cents (\$0.08) per hour worked for the purpose of purchasing 'greenpatch/OMEGA' safety footwear or tools. Subject to Foreperson verification and management approval, the employee will be reimbursed from their actual accumulated funds for the cost of their new safety footwear or tools. At the end of each calendar year or time of layoff, the balance may be carried over and will be paid out at time of retirement or layoff.

ARTICLE TWENTY TWO - Leaves of Absence

22. Leave of absence without pay may be granted to an employee for a period to total up to three weeks in any calendar year. An employee must request such leave at least one (1) week in advance by providing written notice to the Employer. Leave of absence shall not be granted to an employee for the purpose of working elsewhere for another Employer except when employed directly or indirectly by the Union. Having regard for Department needs, an additional 5 weeks may be granted if requested. Under exceptional circumstances, a leave of absence without pay and loss of seniority may be granted for up to six (6) months.

ARTICLE TWENTY THREE - Jury Duty

- 23.1 The Employer shall provide up to three (3) days of paid leave per year to any employee who is summoned for jury duty or Crown witness service, subject to the employee providing the Employer with satisfactory documentation supporting the days of absences necessitated by the summons. The employee may elect to use these three (3) days for paid leave due to personal illness, injury or medical emergency or the illness, injury, medical emergency, or urgent matter concerning a family member. Family members consist of those individuals who are identified as such under the Family Responsibility Leave provisions of the *Employment Standards Act, 2000*.

ARTICLE TWENTY FOUR - Disciplinary Record

- 24.1 Employees shall be provided with a copy of written notices of any disciplinary notations pertaining to their work record issued by the Employer. A copy will also be provided to the Union Steward. An employee can review their file for examining such notations at a reasonable agreed upon time during office hours. Any disciplinary notices will be removed after 2 years of no further discipline being applied.

ARTICLE TWENTY FIVE - Work Jurisdiction

- 25.1 When a dispute arises between the Union which is a party to this Agreement and any other Union, persons or organizations with respect to a work claim, under this agreement, the parties involved shall first meet with the Employer management representatives in an effort to settle the dispute to the satisfaction of all parties concerned prior to any grievances or referrals to the Ontario Labour Relations Board pursuant to Section 99 of the Labour Relations Act S.O. 1995 C.1 and as amended. In the meantime, the work will continue as assigned by the Employer until otherwise directed by the Ontario Labour Relations Board. If the Complaint is not filed within five (5) working days, it shall be deemed to be abandoned.

25.2 Work Jurisdiction - Scope

Work described below will be work that is agreed to within the scope of this collective agreement. Where such work is assigned by the Board to members of plumbers, pipefitters, HVAC Technicians or apprentices Local 46, it shall be performed in accordance with the terms of this Collective Agreement.

Work assigned by the Board to members of plumbers, pipefitters, HVAC Technicians or apprentices Local 46 shall generally be performed pursuant to the terms of this Agreement. The parties agree that the primary purpose and scope of work for employees employed by the Board of Governors pursuant to this collective agreement is to provide plumbing, HVAC and repair services to the buildings that are occupied, controlled and used by the Board of Governors in the day to day operations of the Board. The scope of work does not extend to buildings that are occupied by tenants.

Work shall generally be defined as work assigned as part of the normal operations and of the following buildings that are currently under the management and control of the Board: Enercare Centre, Better Living Centre, General Services Building, Beanfield Centre, Queen Elizabeth Exhibit Hall, and Horse Palace (non-tenanted areas), Band Shell Stage and dressing rooms, Dufferin and Princes' Gates, and Centennial Square. Work includes, but is not limited to, the following:

- Work to maintain or repair building components that is required to be performed by a licensed plumber, pipefitter, HVAC Technician or apprentice;
- Work to upgrade building components or fixtures that is required to be performed by a licensed plumber, pipefitter, HVAC Technician or apprentice;
- Work that is required to be performed by a licensed plumber, pipefitter, HVAC Technician or apprentice that is performed to preserve and/or lengthen the life span of the building system in question;
- Work that is required to be performed by a licensed plumber, pipefitter, HVAC Technician or apprentice that is performed in order to enhance the quality, efficiency and/or durability of the items in question but that does not significantly enhance the building system as a whole;
- Work that is required to be performed by a licensed plumber, pipefitter, HVAC Technician or apprentice on systems and Equipment owned and operated by Board of Governors

ARTICLE TWENTY SIX - Rates of Pay

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

- 26.2 Wages shall be paid weekly by direct deposit, with Thursday being the normal pay day and no later than Friday of any week. Their statement of earnings will be available through ADP.
- 26.3 Should the Employer's Office be closed due to a specified holiday in any week then Employee's shall be paid on the Friday following such a holiday rather than on Thursday as called in Article 26.2.

ARTICLE TWENTY SEVEN - General

- 27.1 The parties agree that as of January 1, 1990, there are no female dominated job classes within the bargaining unit, and therefore, there are no pay equity adjustments required. This statement is deemed to constitute the Pay Equity Plan Committees.
- 27.2 In this Agreement, any references to the singular shall include the plural and references to the plural shall include the singular.

ARTICLE TWENTY EIGHT - Duration

- 28.1 This Agreement shall be for the term commencing on the 1st day of January 2020, and ending on the 31st day of December, 2024, and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty days no more than ninety days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

Dated at Toronto this 27 day of February, 2023.

For the Union:

Dave Griffiths
Business Manager

James Everett
Business Manager

Tom Mowles
UA Local 46 Steward, Exhibition Place

For the Employer:

Don Boyle
Chief Executive Officer

Hardat Persaud
Chief Financial Officer & Corporate Secretary

Paul Torkan
Director of Operations

Kelvin Seow
Chief People & Strategy Officer

APPENDIX "A"

WAGE SCHEDULE

Effective the date of ratification by all parties, the Foreperson hourly rate of pay shall be 12.5% of the Journeyperson hourly rate of pay.

For the period between January 1, 2020, and the date ratified by all parties, inclusive, and considering that the Employer has or will have applied the status quo (in existence as of December 31, 2019), employees shall receive pay increases in accordance with the following schedule:

1.25% retroactive increase on total wages earned under the Maintenance Agreement in respect of the period between January 1, 2020, and December 31, 2020, inclusive.

A further retroactive increase of 1.25% on total wages earned under the Maintenance Agreement in respect of the period between January 1, 2021, and December 31, 2021, inclusive.

A further retroactive increase of 1.25% on total wages earned under the Maintenance Agreement in respect of the period between January 1, 2022, and the date ratified by all parties, inclusive. Thereafter, the new blended rates for wages and fringe benefits, as set out in this Memorandum of Agreement, shall apply.

Journeyperson	1-Jan-2020	1-Jan-2021	1-Jan-2022	Blended Rate	1-Jan-2023	1-Jan-2024
Percentage increase	1.25%	1.25%	1.25%	-	1.50%	1.75%
Wages	\$36.34	\$36.79	\$37.25	\$41.71	\$42.34	\$43.08
Vac & Stat. Holiday Pay (10%)	\$3.63	\$3.68	\$3.73	\$4.17	\$4.23	\$4.31
Vac & Stat. Holiday Pay (12%)	N/A	N/A	N/A	\$5.01	\$5.08	\$5.17
WSIB Bill 162	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Pension	\$7.50	\$7.50	\$7.50	\$9.00	\$9.00	\$9.00
H&W (subject to PST)	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22
SUB Fund	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
Training	\$0.46	\$0.46	\$0.46	\$0.50	\$0.50	\$0.50
Total (10% vac)	\$50.38	\$50.88	\$51.39	\$57.83	\$58.52	\$59.34
Total (12% vac)	N/A	N/A	N/A	\$58.67	\$59.37	\$60.20

APPENDIX "A"
WAGE SCHEDULE

Journey person Foreperson	1-Jan- 2020	1-Jan- 2021	1-Jan- 2022	Blended Rate (12.5%)	1-Jan- 2023	1-Jan- 2024
Percentage increase	1.25%	1.25%	1.25%	-	1.50%	1.75%
Wages	\$40.01	\$40.51	\$41.02	\$46.92	\$47.62	\$48.45
Vac & Stat. Holiday Pay (10%)	\$4.00	\$4.05	\$4.10	\$4.69	\$4.76	\$4.85
Vac & Stat. Holiday Pay (12%)	N/A	N/A	N/A	\$5.63	\$5.71	\$5.81
WSIB Bill 162	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Pension	\$7.50	\$7.50	\$7.50	\$9.00	\$9.00	\$9.00
H&W (subject to PST)	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22	\$2.22
SUB Fund	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
Training	\$0.46	\$0.46	\$0.46	\$0.50	\$0.50	\$0.50
Total (10% vac)	\$54.42	\$54.97	\$55.53	\$63.56	\$64.33	\$65.25
Total (12% vac)	N/A-	N/A	N/A	\$64.50	\$65.28	\$66.21

NEW HVAC Technician Position	Effective Date of Ratification	1-Jan-2023	1-Jan-2024
Percentage increase	New Classification	1.50%	1.75%
Wages	\$38.51	\$39.09	\$39.77
Vac & Stat. Holiday Pay (10%)	\$3.85	\$3.91	\$3.98
Vac & Stat. Holiday Pay (12%)	\$4.62	\$4.69	\$4.77
WSIB Bill 162	\$0.03	\$0.03	\$0.03
Pension	\$9.00	\$9.00	\$9.00
H&W (subject to PST)	\$2.22	\$2.22	\$2.22
SUB Fund	\$0.20	\$0.20	\$0.20
Training	\$0.50	\$0.50	\$0.50
Total (10% vac)	\$54.31	\$54.95	\$59.34
Total (12% vac)	\$55.08	\$55.73	\$56.49

APPENDIX "A"
WAGE SCHEDULE

NEW HVAC Foreperson (12.5%)	Effective Date of Ratification	1-Jan-2023	1-Jan-2024
Percentage increase	New Classification	1.50%	1.75%
Wages	\$43.32	\$43.97	\$44.74
Vac & Stat. Holiday Pay (10%)	\$4.33	\$4.40	\$4.47
Vac & Stat. Holiday Pay (12%)	\$5.20	\$5.28	\$5.37
WSIB Bill 162	\$0.03	\$0.03	\$0.03
Pension	\$9.00	\$9.00	\$9.00
H&W (subject to PST)	\$2.22	\$2.22	\$2.22
SUB Fund	\$0.20	\$0.20	\$0.20
Training	\$0.50	\$0.50	\$0.50
Total (10% vac)	\$59.60	\$60.32	\$61.16
Total (12% vac)	\$60.47	\$61.20	\$62.06

APPENDIX "B"

NEW LETTER OF UNDERSTANDING

If the Employer enters into a collective agreement with any other trade union that provides for a base wage increase higher than 1.75% in respect of the period commencing on January 1, 2024 and ending December 31, 2024, the percentage of base wage increase for that same period under this Agreement (i.e., January 1, 2024 to December 31, 2024 inclusive) shall be deemed to be increased forthwith to provide for the same percentage increase to total compensation. Any dispute concerning this Letter of Understanding may be dealt with pursuant to the grievance arbitration procedure.

APPENDIX "C"

LETTER OF UNDERSTANDING

TO: U.A. LOCAL 46

Temporary Employees

The Employer and the Union agree that the Employer may hire temporary employees under this Agreement for a period not exceeding six (6) consecutive months or such greater period as may be agreed to by the parties, and such personnel shall not become permanent employees. The temporary employee whose employment is continued for longer than the above six (6) consecutive months from their last date of hire shall have their seniority dated back to their last date of hire and shall thereafter be treated as a permanent employee within the meaning of Article 10 of the Collective Agreement. It is understood and agreed that temporary employees may be laid off prior to the lay-off of permanent employees, and the lay-off of a temporary employee shall not be subject to grievance or arbitration.

Temporary employees shall not be covered by the following terms of the Collective Agreement:

- Article 10 – Seniority and Probation
- Article 14 – Bereavement Leave
- Article 21 – Safety & Protective Equipment
- Article 22 – Leaves of Absence

Employees hired during the lifetime of this Collective Agreement shall be deemed to be temporary employees within the meaning of this letter of understanding.

Signed on Behalf of the Union:

Signed on behalf of the Employer

Terry Snooks

Sandy Douglas

Dated: May 30, 2012

APPENDIX "D"

NEW LETTER OF UNDERSTANDING

LETTER OF UNDERSTANDING

Between:

THE BOARD OF GOVERNORS OF EXHIBITION PLACE

(hereinafter called the "Employer")

- and -

THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING
INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL #46

(hereinafter called the "Union")

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

The parties acknowledge that the Employer's facilities include premises 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 the Collective Agreement:** Enercare Centre, Better Living Centre, General Services Building, Beanfield Centre, Queen Elizabeth Exhibit Hall and Horse Palace (non-tenanted areas), Band Shell Stage, Substations (except substations in MLSE buildings and Hotel X), all outdoor Plumbing and Pipefitting work (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 Plumbing and Pipefitting portion of the installation work is less than \$500,000, and the tenant may choose to use non-Union Contractors to perform the Plumbing and Pipefitting work. If the Plumbing and Pipefitting work has a total value equal to or above \$500,000.00, the Plumbing and Pipefitting 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 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 Plumbing and Pipefitting 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 Plumbing and Pipefitting 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 believes 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. The Arbitrator to be agreed upon by both parties.

Dated at Toronto this 16th day of August, 2022

For the Union:

For the Employer:

Dave Griffiths
Business Manager,

Phil Torkan,
Director, Operations & Facility Services

James Everett
Business Representative,

Kelvin Seow,
Chief People and Strategy Officer

Tom Mowles
Union Representative,

Bruce Appelböhmer,
Physical Assets Coordinator

