

COLLECTIVE AGREEMENT

BETWEEN

THE BOARD OF GOVERNORS OF EXHIBITION PLACE

(hereinafter referred to as "the Employer")

-and-

**THE INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES, DISTRICT COUNCIL 46**

(hereinafter referred to as "the Union")

JANUARY 1, 2023 to DECEMBER 31, 2026

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Article 1 - Purpose of Agreement

- 1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by the Agreement through the Union, to secure prompt and fair disposition of grievances, to secure the efficient operation of the Employer's business without interruption or interference with work and to provide fair wages, hours and working conditions for the employees. It is recognized by this agreement to be the desire of the Employer, the Union, and the employees to cooperate fully, individually, and collectively for the advancement of the said conditions.

Article 2 - Recognition

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Painters and Painters Apprentices in the employ of the Board of Governors of Exhibition Place in the City of Toronto, save and except supervisors, and persons above the rank of supervisor and employees in the bargaining units for which any trade union held bargaining rights as of June 5, 1991.

Article 3 - Management Rights

- 3.01 The Union recognizes and acknowledges that the management of the Employer and its facilities and 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 to make and enforce and alter from time-to-time reasonable rules and regulations to be observed by employees, provided, however, that any dispute as to the reasonableness of such rules and regulations or a grievance alleging the discriminatory application of such rules against an employee shall be subject to the grievance procedure of this Agreement;
 - (b) select, hire, assign, direct, promote, classify, transfer, lay-off, and recall employees subject to the provisions of this Agreement, and to discharge, suspend, demote or otherwise discipline employees, provided that a claim of demotion or transfer or a claim that an employee has been discharged or disciplined without just and reasonable cause may be the subject of a grievance, subject to the provisions of this Agreement and dealt with as hereinafter provided.

- (c) determine the location of operations, and their expansion or their curtailment, the direction of working forces, the schedules of operations, the number of shifts; determine the methods and processes to be employed, job content, quality and quantity standards, the establishment of work or job assignments; change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular job; the nature of tools, equipment and machinery used and to use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods or processes; decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, when overtime shall be worked and require employees to work overtime where sufficient qualified volunteers to perform the required work are not available; 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.

Article 4 - Union Security

- 4.01 All employees under this Agreement, as a condition of employment, shall be members of the Union and remain members in good standing during the life of this Agreement.
- 4.02 The Employer agrees, when the list of laid-off employees having seniority and rights to recall has been satisfied, then, the Employer agrees to hire from the Union office, but should no qualified members be available, then the Employer shall have the right to hire qualified employees from other sources, provided, however that such employees must become a member of the Union within thirty (30) days after hiring.
- 4.03 The employer will deduct from the first pay period of each month Union Dues in an amount equal to three hours worked for all employees coming within the scope of this Agreement.

The Union dues shall be as appropriately certified to the Employer and the Employer shall make such deductions from the pay due to the employees and to remit the amount deducted along with other benefits to the Benefit Plan Administrators before the 20th of the following month.
- 4.04 It is expressly understood and agreed that the Union shall indemnify and save harmless the Employer from any claim which may be made against it arising out of the deduction of dues made pursuant to the provisions of Article 4.03 above.

- 4.05 Prior to contracting out work now performed by employees which would result in the displacement of a regular employee of the bargaining unit, the Employer shall provide sixty (60) 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 sixty (60) 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 5 - Representation

- 5.01 The Employer recognizes the right of the Union to appoint or otherwise select Steward(s) from among employees to assist employees in the processing of grievances to the designated representatives of the Employer in accordance with the grievance procedure herein.
- 5.02 The Employer agrees to recognize a Union negotiating committee consisting of no more than two (2) employees in the bargaining unit.
- 5.03 The Union acknowledges that Steward(s) have their regular duties to perform on behalf of the Employer and that a Steward(s) shall not leave such duties in order to present a grievance under the grievance and arbitration procedures herein, or to assist employees in the preparation of grievances or to engage in negotiations with the Employer, without first obtaining the permission of their immediate Supervisor. Such permission shall not be unreasonably withheld.
- 5.04 The Employer agrees that a Steward(s) and employees shall not suffer any loss of pay for time necessarily spent during working hours in the discussion / preparation of a grievance under the grievance procedure herein up to and including Step 1 of the grievance procedure but not arbitration.
- 5.05 The Union agrees to notify the Employer in writing of the names of its negotiating members and Steward(s) and of any subsequent changes in the names of the Steward(s) or negotiating members. The Employer shall not be obliged to recognize any Steward(s) or negotiating members until such notification from the Union has been received.
- 5.06 The Employer agrees that it shall provide for the purpose of the Union a bulletin board in the paint shop for the purpose of posting official Union notices or documents. Such material will be posted only by a Representative of the Union and shall not contain any statements derogatory to the Employer or be of a political nature.

- 5.07 The Employer agrees that representative(s) of the Union may speak to the local Union Steward(s) and members of the job site providing that they first advise the Supervisor that such discussions are arranged in such a way that they do not interfere unduly with the progress of work.
- 5.08 The Employer agrees that the Foreperson will be the last employee laid off in the event of a lay-off temporary or otherwise and shall be the first employee recalled after lay-off so long as they are capable, qualified and willing to perform the available work. Union steward(s) shall be the second-last employee laid off in the event of a lay-off temporary or otherwise and shall be the Second employee recalled after lay-off so long as they are capable, qualified and willing to perform the available work.

Article 6 - No Strike or Lock-Out

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

Article 7 - Grievance Procedure

- 7.01 It is the mutual desire of the parties hereto that complaints be adjusted addressed as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate Supervisor an opportunity of adjusting addressing their complaint within ten (10) days following the circumstances giving rise to the complaint.

Any employee so affected shall be entitled to have a Steward present during any such discussions if they so request. An employee shall attempt to resolve any complaints or disputes with their immediate Supervisor or Union Representative and should an answer satisfactory to the employee not be received after five (5) days following such discussion it may be taken up as a grievance in the following manner:

Step 1

The employee(s) concerned, or their Steward(s) or Union Representative may submit the grievance in writing to the Department Head who shall render a decision in writing within two (2) working days.

Failing settlement at this step in the grievance procedure, the matter may be submitted to a Board of Arbitration by either party.

7.02 All time spent by employees and (or Steward(s) in submitting the grievance to the Department Head or in attending a grievance hearing with the Employer shall be considered as time worked and shall be paid for at regular straight time hourly rates of pay for the employee(s) concerned.

7.04 The parties may waive or amend the time limits herein by mutual agreement.

Article 8 - Arbitration

8.01 Grievances submitted to arbitration shall be determined by a single arbitrator unless either party requests that the grievance be determined by a Board of Arbitration.

If the grievance is to be determined by a single arbitrator, the parties shall endeavour to reach agreement as to a suitable arbitrator. In the event that the parties fail to agree upon an arbitrator, Local 46 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, either party 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.

8.02 The arbitrator, or the Board of Arbitration as the case may be, shall not have jurisdiction to amend, modify, add or subtract any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor give any decision inconsistent with the terms of the provisions of this Agreement.

8.03 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.

8.04 The parties may agree to waive their right to appoint a person to the board and agree that the arbitration go before a single arbitrator. If the parties cannot agree upon a single arbitrator, either party may request the Minister of Labour for the Province of Ontario to appoint a single arbitrator.

Article 9 – Seniority

- 9.01 An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall their name be placed on the seniority list until after they have successfully completed nine hundred (900) hours worked within a calendar year in the employ of the Employer. Upon completion of such probationary period, the employee's name shall be placed on the appropriate seniority list with seniority dating from the date they were first hired by the Employer. During the probationary period an employee shall be subject to all provisions of this Agreement, save and except the grievance procedure in the event of discharge.
- 9.02 There shall be one seniority list of all the employees in the bargaining unit. The Employer shall maintain this list which shall state the seniority date of each employee. Every twelve (12) months the list shall be revised, and a copy shall be posted in the Paint Shop. The Union shall be provided with one copy which shall be sent to the Union Representative.
- 9.03 For the purpose of seniority, apprentice painters shall not attain seniority until they have completed the necessary Apprenticeship Program, thereafter, their seniority would be credited on the date of employment as a Journeyman.
- 9.04 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 this former service with the Employer, shall receive credit of the numbers of days previously worked by the employee.
- 9.05 Any lay-off of employees from the Paint Shop shall be carried out in order of seniority so long as it does not prevent the Employer from maintaining an adequate work force of employees who are capable and qualified of performing the work to be done. Where it is necessary to retain employees with special skills or ability in order to maintain an adequate work force, then the senior employees having the specific skills and ability to perform the work in question shall be retained. Where the ability of two or more employees to perform the work to be done is relatively equal, then seniority shall be the deciding factor.
- 9.06 Employees who are laid-off will retain their full seniority for a period equal to their length of service or twelve (12) months, whichever is shorter.
- 9.07 Preferential seniority shall be given to each Shop Steward and provided they are able to perform the available work, they shall be one of the last two persons retained by the Employer.
- 9.08 In the event of a lay-off, an employee affected by it shall be given four (4) hours' notice in advance of the commencement of a lay-off.

9.09 No new employee shall be hired until those laid off have been given the opportunity of recall.

Article 10 - Loss of Seniority

10.01 Seniority and employment shall terminate when an employee:

- (a) voluntarily quits the employ of the Employer;
- (b) is discharged and such discharge is not reversed through the grievance and arbitration procedures herein;
- (c) fails to notify the Employer within two (2) working days that they will report to work after being notified by the Employer to report for work following a lay-off or subsequently fails to report for work within five (5) working days after being notified by the Employer by email to report for work, unless a reason satisfactory to the Employer is given;
- (d) is absent for more than three (3) working days without notifying the Employer's office;

10.02 The seniority of each employee covered by this Agreement shall be maintained and accumulated during:

- (a) absence due to a compensable accident;
- (b) sickness or accident of not more than a twelve (12) month period;
- (c) authorized leave of absence of less than three (3) months duration.

Employees shall be required to notify the Employer of any change of e-mail, address, or telephone number. The Employer shall be entitled to rely upon the last e-mail address and telephone number furnished to it by an employee for all purposes.

10.03 Where an employee is promoted from the bargaining unit to a supervisory classification, they shall continue to accumulate seniority up to a maximum of two (2) years after promotion. Should they return to the bargaining unit, time worked in the supervisory capacity will be added to their seniority.

Article 11 - Leave of Absence

11.01 The employer may grant a leave of absence without pay for a period of up to two (2) months to an employee with more than two (2) years' service who requests it in writing to the management of the Employer at least three (3) months prior to departure except in the case of an emergency. If the Employer refuses to grant the leave, it shall state the reasons for the refusal. When the Employer considers such a request for an unpaid leave of absence, it may consider its schedule of work and the absence of any other employees during the time for which such leave of absence is requested.

Article 12 - Bereavement

12.01 In the event of the death of an employee's immediate relative (Father, Mother, Spouse, Son, Daughter, Brother, Sister) the Employer will grant three (3) days leave of absence and for Mother-In-Law, Father-In-Law, or Grandparents, 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 workday the employee will be paid seven one-half (7 1/2) hours at the straight time rate of pay for the purpose of making arrangements for / or attending the funeral.

Should the employee be required to travel in order to attend or prepare for the funeral, then additional unpaid leave of absence shall be granted.

Article 13- Jury Duty, Crown Witness Service or Personal Emergency Leave

13.01 The Employer shall provide up to three (3) days 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 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 14 - Hours of Work - Shift Premiums and Overtime

14.01 (a) The regular working day for employees identified in Schedule "B" subject to variation by mutual consent of the Parties shall be between the hours of 6:00 a.m. and 6:00 p.m. from Monday to Friday. The maximum number of hours in a day shall be seven and one-half (7 1/2) and the maximum number of hours in a week shall be thirty-seven and one-half (37 1/2). All work outside these hours shall be

overtime save and except the provisions of this agreement relating to shift work and the provisions of clause

14.01 (b)(i) All additional painters hired, those not identified in Schedule "B" will be subject to the following hours of work and overtime during the period June 1 and up to and including Labour Day annually. The regular working day, subject to variation by mutual consent of the Parties, shall be between 6:00 a.m. and 6:00 p.m. from Monday to Sunday, inclusive. The maximum number of working hours per day shall be seven and one-half (7 1/2) and the maximum number of working hours per week shall be thirty-seven and one-half (37 1/2). All work outside these hours by such employees shall be overtime save and except when an employee is working an afternoon or night shift pursuant to the provisions of this Agreement relating to shift work (Article 13.02). All hours worked on Saturday and Sunday under this Schedule to be paid at a premium of \$2.00 per hour worked. There shall be no pyramiding, that is an employee shall not be entitled to both an overtime premium and this \$2.00 premium

14.01 (b)(ii) For any work not governed by 13.01 (b)(i) above the provisions of Article 13 shall apply.

14.01 (c) Where the hours of work normally assigned to an Employee in accordance with clause 13.01 (a) are to be changed, the Employer shall provide the employee with twenty-four (24) hours' notice of such change.

14.02 The following shift premiums shall apply to work performed during the following hours:

Between 4:00 p.m. and 11 :59 p.m. (midnight)

Where an employee is scheduled to work during this period, they shall be paid eight and one-half (8 1/2) hours pay for seven and one-half (7 1/2) hours worked.

Between 12:00 a.m. (midnight) and 7:00 a.m.

Where an employee is scheduled to work during this period, they shall be paid seven and one-half (7 1/2) hours pay for five and one-half (5 1/2) hours worked.

14.03 All employees will be permitted a fifteen (15) minute rest period both in the first half of the shift and in the second half of the shift.

14.04 All work performed on any of the following Holidays:

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

and any other days that may be legislated as a Statutory Holiday during the term of this Agreement shall be deemed overtime work.

14.05 Authorized work performed in excess of seven and one half (7 1/2) hours per day shall be paid at the rate of two (2) times the basic hourly rate. All hours worked on Saturdays, Sundays and Holidays will be paid for at the rate of two (2) times the basic hourly rate, save and except for that work governed by Article 13.01 (b).

14.06 The Employer agrees to distribute overtime work as equitably as possible practicable amongst employees performing work in the same classification at the same location. Employees who are requested to work overtime and fail to report to the assignment will be considered to have worked for the purposes of establishing records.

Article 15 - Reporting and Call-In Pay

15.01 Unless employees are notified beforehand not to report for work, employees reporting for work at their scheduled starting time shall be provided with a minimum of four (4) hours work or pay in lieu thereof.

15.02 An employee who is called into work after completion of their regular schedule shift shall be paid a minimum of four (4) hours pay at their regular straight time hourly rate of pay for all hours worked or the appropriate overtime rate, whichever is the greater sum.

Article 16 - Classifications and Wage Rates

16.01 Classifications and wage rates shall be schedule "A" forming part of this Collective Agreement.

Article 17 - Vacation Pay and Holiday Pay

17.01 Employees shall be paid vacation pay at the rate of four per cent (4%) of the amount of the employee's total wages and shall be paid statutory holiday pay at the rate of six per cent (6%) of total wages, for a total of ten per cent (10%). After 3 years of service, vacation pay shall increase to the rate of six per cent (6%) of the amount of the employee's total wages and shall be paid statutory holiday pay shall remain at the rate of six per cent (6%) of total wages, for a total of twelve per cent (12%)

17.02 The Employer shall pay Vacation Pay and Holiday Pay into a Vacation Pay Trust Fund.

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

Article 18 - Protective Equipment & Clean Up Time

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

18.02 Effective January 1, 2012, the Employer shall accumulate for all employees on the seniority list the sum of \$0.08 per hour worked for the purpose of purchasing 'greenpatch' safety footwear. Upon receiving the original proof of purchase, the employee will be reimbursed from the actual accumulated funds towards the cost of the new safety footwear. Any accumulated amounts will be paid out upon the retirement of the employee.

18.03 Each calendar year the Employer agrees to supply to employees listed on Schedule B two sets of white pants and shirts.

Article 19 - Benefits and Remittances

Welfare Trust Fund

The Employer agrees to pay Welfare Trust Fund contributions as follows for each hour worked by each employee covered by the Agreement:

Effective June 9, 2022 -\$3.08

Pension

The Employer agrees to pay pension contributions as follows for each hour worked by each employee covered by the Agreement: Effective January 1, 2012, = \$4.25

No contributions shall be made by the Employer for new Apprentices for the first six months of employment.

Apprenticeship Fund

The employer agrees to pay effective January 1, 2012, \$0.30 per each hour worked on behalf of each employee covered by this Agreement.

Method of Payment

All money to be contributed, in accordance with this Article, along with dues, check-off, and vacation pay shall be sent to the Administrator on such form as designated by the Trustees and remitted by the 20th of the month following the work month completed.

Any Change in Contribution

In the event there is an increase in the payments to the Welfare and Pension Funds during the life of this Agreement, the Employer agrees upon written notice, that they will rearrange the Wage Rates in the applicable schedule or appendix to provide the necessary contributions.

Article 20 - Payment of Wages

20.01 All employees shall as a condition of their employment participate in payroll direct deposit. Their statement of earnings may be available upon request.

20.02 When an employee resigns, is laid off, or is discharged their Record of Employment will be sent electronically to Employment Insurance and employees will receive their regular pay and all other payments through direct deposit.

Article 21 - Jurisdictional Disputes

21.01 When a work claim dispute arises between the Union which is a Party to this Agreement and any other Union, persons or Organization which cannot be settled to the satisfaction of all Parties concerned, such dispute shall immediately be processed as a complaint to the Ontario Labour Relations Board, requesting an order from the Board as outlined in Section 99 of the Labour Relations Act, S.O. 1995, Chapter 1, as amended, and in the meantime work will continue as assigned by the Employer until otherwise directed by the Ontario Labour Relations Board.

Article 22 - Pay Equity

22.01 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.

Article 23 - Singular/Plural

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

Article 24 - Duration

24.01 This agreement shall remain in full force and effect from January 1, 2023, and shall continue in force until December 31, 2026, and shall continue in effect from year to year thereafter unless either party shall give notice in writing to the other of its desire to negotiate revisions to the agreement, not more than ninety (90) days or not less than thirty (30) days prior to the expiry date or in any like period in any year thereafter. Upon

receipt of this notice the parties shall meet within fifteen (15) days and bargain in good faith to make a new collective agreement, or as soon thereafter as the parties may agree on.

Article 25 - Name Hire

25.01 When hiring through the Local Union Office the Employer shall be entitled to name hire up to fifty percent (50%) of the members including Forepersons. When making appointments to the Foreperson level, the Employer will give consideration to those Journeypersons they presently employ. This provision shall be applied in accordance with the following grid.

| # Required | Employer Name Hire | Union Hire |
|------------|--------------------|------------|
| 1 | 1 | 0 |
| 2 | 1 | 1 |
| 3 | 2 | 1 |

Signed this 2nd day of November, 2023

For the Union:

Nelson Garbett
Business Representative

For the Employer:

Don Boyle
Chief Executive Officer

Hardat Persaud
Chief Financial Officer & Corporate Secretary

Paul Yörkan,
Director, Operations & Facilities

Kelvin Seow,
Chief People & Strategy Officer

SCHEDULE "A"- WAGES

| Journey person | Jan 1, 2023 \$1.00 | Jan 1, 2023 1.5% | July 1, 2023 1.0% | Jan 1, 2024 1.75% | July 1, 2024 0.75% | Jan 1, 2025 2.75% | Jan 1, 2026 2.75% |
|--------------------------------|-----------------------|---------------------|----------------------|----------------------|-----------------------|----------------------|----------------------|
| Wages | \$33.62 | \$34.12 | \$34.46 | \$35.06 | \$35.33 | \$36.30 | \$37.30 |
| Vac. & Stat. Hol. Pay (12%) | \$4.03 | \$4.09 | \$4.14 | \$4.21 | \$4.24 | \$4.36 | \$4.48 |
| Welfare Trust Fund | \$3.08 | \$3.08 | \$3.08 | \$3.08 | \$3.08 | \$3.08 | \$3.08 |
| Pension | \$4.25 | \$4.25 | \$4.25 | \$4.25 | \$4.25 | \$4.25 | \$4.25 |
| Apprenticeship Fund | \$0.30 | \$0.30 | \$0.30 | \$0.30 | \$0.30 | \$0.30 | \$0.30 |
| Total | \$45.28 | \$45.84 | \$46.23 | \$46.90 | \$47.20 | \$48.29 | \$49.41 |

| Foreperson | Jan 1, 2023 \$1.00 | Jan 1, 2023 1.5% | July 1, 2023 1.0% | Jan 1, 2024 1.75% | July 1, 2024 0.75% | Jan 1, 2025 2.75% | Jan 1, 2026 2.75% |
|--------------------------------|-----------------------|---------------------|----------------------|----------------------|-----------------------|----------------------|----------------------|
| Wages | \$37.82 | \$38.39 | \$38.77 | \$39.45 | \$39.75 | \$40.84 | \$41.96 |
| Vac. & Stat. Hol. Pay (12%) | \$4.54 | \$4.61 | \$4.65 | \$4.73 | \$4.77 | \$4.90 | \$5.04 |
| Welfare Trust Fund | \$3.08 | \$3.08 | \$3.08 | \$3.08 | \$3.08 | \$3.08 | \$3.08 |
| Pension | \$4.25 | \$4.25 | \$4.25 | \$4.25 | \$4.25 | \$4.25 | \$4.25 |
| Apprenticeship Fund | \$0.30 | \$0.30 | \$0.30 | \$0.30 | \$0.30 | \$0.30 | \$0.30 |
| Total | \$49.99 | \$50.63 | \$51.05 | \$51.81 | \$52.15 | \$53.37 | \$54.63 |

Spray Painters and Sandblasters shall receive two dollars (\$2.00) per hour worked above the Journey person Hourly Rate.

A Lead Hand Premium (7% above Journey person's rate) will be paid only for hours when the employer determines in its discretion that a Lead Hand is required, and a person is designated as such.

Apprentice Painter

| | |
|-------------------|-----------------------------|
| 1 - 1000 hours | \$20.00 |
| 1001 - 1800 hours | 59% of Journeyperson's Rate |
| 1801 - 3600 hours | 60% of Journeyperson's Rate |
| 3601 - 4500 hours | 65% of Journeyperson's Rate |
| 4501 - 5400 hours | 70% of Journeyperson's Rate |
| 5401 - 6000 hours | 75% of Journeyperson's Rate |

Working In a Higher Classification

When an employee has been temporarily appointed to work in a higher classification in the bargaining unit, the appropriate rate of pay shall be paid for the duration of that appointment

SCHEDULE "B"- Seniority List

Richard Baptista
Raul Mueras
Jason Turner

LETTERS OF UNDERSTANDING

Subject: Scope of Work

The Employer concurs with the assertion of the Union that, Council 46 members employed by Exhibition Place have been exclusively assigned the work of "taping" drywall as part of their normal duties.

Subject: Clean Up Time

The Employer agrees to continue the past practice with respect to the above, in that, employees shall be allowed five minutes with pay prior to lunch time and five minutes prior to quitting time for personal clean up, except Spray Painters and Sandblasters who shall, in each case, be allowed fifteen minutes with pay.

LETTER OF UNDERSTANDING

Between:

THE BOARD OF GOVERNORS OF EXHIBITION PLACE
(hereinafter called the "Employer")

- and -

THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL 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, Centennial Square, Substations (except substations in MLSE buildings and Hotel X), all outdoor painting 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 painting portion of the installation work is less than \$500,000, and the tenant may choose to use non-Union Contractors to perform the painting work. If the painting work has a total value equal to or above \$500,000.00, the painting work must be performed by Union Contractors.

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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 painting 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 painting 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 Friday, April 1, 2022.

For the Union:

For the Employer:

Nelson Garbett *NELSON GARBETT*
Business Representative,

Paul Turkan, *MARK GOSS*
Director, Operations & Facility *GM, OPERATIONS*

Richard Baptista
Union Representative

Kelvin Seow,
Director, Stakeholder Management & Strategic
Planning

Bruce Appelbohm,
Physical Assets Coordinator