

UNIFOR BARGAINING REPORT

Highlights of a Tentative Agreement

Between:

**CYM TORONTO GP INC., KINGSETT REAL ESTATE
GROWTH LP NO.5**

(Hereinafter referred to as “the Employer” or “the Company”)

-and-

UNIFOR AND ITS LOCAL 112

(Hereinafter referred to as “the Union”)

Greetings Sisters & Brothers,

We are pleased to announce that we have concluded bargaining and are unanimously recommending the Tentative Agreement for ratification. We are recommending we all vote **YES!**

Despite the challenges of the pandemic which obviously affect the economics of our industry we have made major gains in the key areas necessary to navigate the pandemic and recovery periods.

Your 2021 Bargaining Committee:

Louie Nacarrato, Unit Chair

John Turner, Vice President, Local 112

Lis Pimentel, National Representative

May 26, 2021
LP:amcope343

Memorandum of Agreement
("Memorandum")

Between

CYM TORONTO GP INC, KINGSETT REAL ESTATE GROWTH LP NO.5
("the Employer")

And

UNIFOR and its local 112
("the Union")

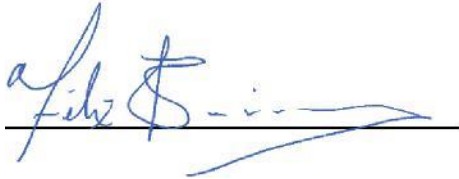
(collectively, "the Parties")

1. The Parties agree to the terms of this Memorandum and to the attached appendices as constituting full settlement of all issues between the parties with respect to the negotiations of the renewal collective agreement.
2. The Parties agree to renew the 2018-2021 collective agreement, as well as the Letters of Understanding, with the amendments attached hereto as Appendix A. All agreed upon items contained in the Memorandum of Agreement, 2018-2021, are understood to continue in full force and effect.
3. The undersigned and all members of the negotiating committees do hereby recommend complete acceptance of all of the terms of this Memorandum, including Appendices A and B, to their respective principals and each person will speak publicly in support of ratification, up to and during any meeting.
4. The parties will both seek ratification of the agreement and will report back the results of the ratification immediately by telephone and thereafter in writing. The parties will hold any necessary ratification meetings so that the results of the meetings can be communicated following the Union ratification meeting which will be held on or before 15 June 2021.
5. The effective date of all provisions or terms shall be the date of ratification unless expressly stated to the contrary in the collective agreement. The Union and the Employer confirm that there are no outstanding Unfair Labour Practice complaints made alleging

wrongdoing on the part of either party or its agents and will make no further allegations involving Employer or Union actions known or that ought reasonably to have been known up to the date of signing of this Memorandum.

Signed at Toronto, Ontario, this 25 day of May, 2021.

For the Employer:

A handwritten signature in blue ink, appearing to read "A. J. ...", written over a horizontal line.

For the Union:

A handwritten signature in black ink, appearing to read "Lapman", written over a horizontal line.

Appendix A

Article 4 – Union Security and Union Office

Amend 4.03(c):

- (a) employee's full time or part time status, date of birth, updated address and telephone numbers (**including mobile phone number**), **email**, classification, department, house and department seniority date, gross pay, other sources of income, date of change of status if applicable, gender and wage rate;

Article 24 – Union Funds.

Employer: Delete article 24.1, 24.2, 24.3

Article 31 – Successorship

Amend 31(g):

- (g) The obligations of this section shall expire one (1) year following the expiration of the Successor Collective Agreement, i.e. January 31, **2025**. During this one (1) year period, the obligations of this section shall be enforced through the procedures for arbitration provided elsewhere in this Agreement and the Union shall retain the power to seek injunctive relief through judicial action as provided in this section.

Article 32 – Termination, Modification and Renewal

Amend Article 32.1:

- 32.1 The terms and conditions of the Agreement shall be in full force and effect and binding upon the parties, their successor and assigns for a period ending January 31, **2024**, and shall be renewed automatically for a period of one (1) year unless either of the parties serves on the other party a notice of desire to amend or terminate the Agreement no more than sixty (60) days or not less than thirty (30) days prior to the expiration date of this Agreement.

Schedule B – Wage Scale

Amend Schedule B as follows:

February 1, 2023 – 1%

Schedule E – Health and Welfare Contributions

Amend E.1:

E.1 The Employer will contribute to Millworkers Health and Welfare Trust (“the Trust”) the following amount for each hour paid on behalf of each bargaining unit employee who has completed her probationary period: two dollars and ten cents (\$2.10) **thirty cents (\$2.30) per hour paid, effective on ratification**

Effective February 1, 2022, the contribution will increase to two dollars and thirty-five cents (\$2.35) per hour paid.

Effective February 1, 2023, the contribution will increase to two dollars and forty cents (\$2.40) per hour paid.

Renew all LOU’s with the following amendments:

Update any effective dates as needed.

LOU #3 – Transit Pass

Do not renew.

New LOU – Racial Justice Advocate

The Parties agree to identify a Unifor Racial Justice Advocate elected or selected by the Local Union, among the employees in the bargaining unit.

The Racial Justice Advocate is an individual who identifies as Black, Indigenous or a Person of Colour (BIPOC).

The Racial Justice Advocate is a workplace representative who will assist and provide support for BIPOC workers.

MEMORANDUM OF AGREEMENT

BETWEEN:

CYM TORONTO GP INC, KINGSETT REAL ESTATE GROWTH LP NO.5

(the "Employer")

-and-

UNIFOR

(the "Union")

WHEREAS the Employer and the Union are bound to a collective agreement with an effective date of February 1, 2021 to January 31, 2024 (the "Collective Agreement");

AND WHEREAS the COVID-19 pandemic has resulted in a large-scale suspension or disruption of operations at the Employer;

AND WHEREAS there remains significant uncertainty about when operations will resume or stabilize.

NOW THEREFORE the parties agree as follows:

1. The Employer and Union agree to execute the attached Letter of Understanding regarding recall rights, which shall form part of the Collective Agreement.
2. In exchange for the agreement to extend recall rights and drug coverage as set out in the attached Letter of Understanding, the Union agrees that it will not file any grievances regarding no election being put to employees pursuant to section 67 of the Ontario *Employment Standards Act, 2000*.
3. The parties agree that this Memorandum of Agreement and the attached Letter of Understanding regarding recall rights, satisfies the parties obligations under s.67(7) of the Ontario *Employment Standards Act, 2000*.
4. The parties further agree that this Memorandum of Agreement is an Agreement pursuant to Ontario Regulation 764/20 made under the Ontario *Employment Standards Act, 2000*.

The terms and conditions as outlined above are agreed to as indicated by the signatures below.

Dated at Toronto this 25 day of May, 2021.



For UNIFOR

afibz \$-i-

For the Employer

LETTER OF UNDERSTANDING: RECALL RIGHTS

Notwithstanding any provision to the contrary that may be contained elsewhere in this Collective Agreement, the Employer and the Union agree that recall rights shall be extended to June 30, 2022 for any employee who is not recalled from layoff, as a result of COVID-19.

The Employer agrees to provide payment to the Millworkers Health and Welfare Plan (Unifor) Fund in the amount of sixty-five dollars (\$65) plus RST each month for full time employees who are not recalled to work. The payment is effective June 1, 2021, through January 31, 2022.

The Employer agrees to provide payment to the Millworkers Health and Welfare Plan (Unifor) Fund in the amount of sixty-five dollars (\$65) plus RST each month for part time employees who worked an average of sixteen (16) hours per week in 2019.
