

COLLECTIVE AGREEMENT

BETWEEN:

GUILD ELECTRIC LIMITED

(hereinafter called "the Employer")

- and -

**LABOURERS' INTERNATIONAL
UNION OF NORTH AMERICA,
LOCAL 506**

(hereinafter called "the Union")

May 1st, 2016 – April 30th, 2019

COLLECTIVE AGREEMENT

BETWEEN:

SPUD ELECTRA LIMITED

(hereinafter called "**the Employer**")

- and -

**LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 688**

(hereinafter called "**the Union**")

WHEREAS the Parties hereto are desirous of establishing a form of Standard Collective Agreement with respect to employees engaged in Traffic Control and Construction work within in geographical area defined herein so as to provide uniform interpretation, application and administration of the relationship established.

IT IS EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1: TERM OF AGREEMENT AND CONDITION OF AGREEMENT

1:01 This agreement shall become effective and operative from the date hereof and shall remain in effect until April 30th, 2019 and shall remain in effect until thereafter unless either Party shall furnish the other with notice of termination of, or proposed revisions of this Agreement, not more than One Hundred and Twenty days (120) and not less than thirty days (30) prior to the 30th day of April, 2019 or in a like period in any year

thereafter. On receipt of such notice the Parties to this Agreement shall convene a meeting within fifteen days (15) and bargain in good faith to endeavor to reach an agreement.

ARTICLE 2: RECOGNITION AND SCOPE

2:01 The Employer recognizes the Union as the exclusive Bargaining Agent for all Construction Labourers and Heavy Equipment Operators in the geographical area covered by this Agreement and also recognizes said employees should they be required to work outside the geographical area as described in Article 5:01, save and except non-working foremen and persons above that rank.

2:02 Without limiting the generality of the work description the said work jurisdiction of the Union includes this work involved in placing, replacing and maintenance of traffic and other signs, except internally illuminated signs, stripping, drilling and sawing, painting and line markings, transverse markings, Auger truck operators, heavy equipment operators to vehicles, jack hammers, and back hoes notwithstanding the claims of other unions, it is agreed that in performing any of the said work described above, the Union members may use such tools and equipment owned by the Employer or otherwise and notwithstanding any claims to the contrary by any other trade union.

2:03 The Employer agrees to engage only Sub-contractors who employ members of Local 506 for Labourers work, or Locals of the Labourers Union having jurisdiction over the work.

2:04 All employees under this Agreement, as condition of employment shall either be members of or become and remain, members in good standing of the Union during the life of this Agreement.

Note: In 1996 the Employer ceased working in its traffic maintenance contract, the Employer has currently re-established in the City of Toronto traffic maintenance. The Employer has seven Local 183 members in its employ and pending approval by Local 183 future additions to its labour force will be members of Local 506, until parity is achieved.

It is agreed that members shall receive the higher of the wage package when performing traffic maintenance contract work.

ARTICLE 3: UNION SECURITY WITH EXPERIENCE

3:01 The Employer agrees to employ only members of the Union for work covered by this Agreement. When hiring, all laid-off employees with experience shall be hired first. After consultation between the Union and the Employer any job openings in Group #1 will be offered to qualified long term employees who are in good standing with the Union. The Company Representative shall contact these laid-off employees at their last known place of residence to determine if they are available for work. In the event that the Company has difficulty in contacting laid off employees, the Dispatcher at the Union hiring hall will be contacted to assist in locating the employee. If the Union is unable to supply labourers with related traffic experience within twenty-four (24) hours, the Employer may hire such labourers as are available with the understanding and as a condition of employment such labourers shall join the Union within seven (7) calendar days of hiring. The Employer shall notify the Local Union of the hiring of such labourers within twenty-four (24) hours. During this period an employee shall be subject to all provisions of this Agreement.

(a) For clarity purposes Group 1 shall be defined as the sign crew.

Group 2 shall be defined as center line drivers, operators, casuals, backup drivers and piece workers.

3:02 The Employer agrees that Initiation Fees and Dues as set by the Union shall be deducted from the first pay in each month from the wages of employees covered by this Agreement and such monies shall be remitted to the Secretary-Treasurer of the Union by the fifteen (15th) of the month and shall be accompanied by a list of employees from whom deductions have been made.

ARTICLE 4: MANAGEMENT RIGHTS

4:01 The Union agrees that it is the exclusive function of the Employer:-

(a) To conduct its business in all respects in accordance with its commitments and responsibilities, without restricting the generality of

the foregoing, including the right to manage the jobs, locate operations, to determine the kinds and location of equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency.

(b) To hire, discharge and discipline for the just cause, classify, transfer, promote, demote and layoff, provided these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement and are subject to the provisions of the Grievance Procedure.

ARTICLE 5: GEOGRAPHICAL AREA

5:01 The geographical area of this Agreement shall be the Ontario Labour Relations Board Area No. 8, which include Metropolitan Toronto, the Regional Municipality of York and County of Peel, the Township of Esquesing and the Towns of Oakville and Milton in the County of Halton and the Township of Pickering in the County of Ontario, in the Regional Municipality of Durham and in the City of Simcoe in Board Area 18 excluding the townships of Rama, Mora and Thorah.

5.02 Employees shall be full mobility across the Province of Ontario.

ARTICLE 6: GRIEVANCE AND ARBITRATION PROCEDURE

6:01 The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. An employee who has a grievance shall discuss the matter with his foreman and may be accompanied by his Steward or Union Representative.

Grievance properly arising under this Agreement shall be adjusted and settled as follows:-

Within five days (5) after the circumstances giving rise to the grievance occurred or originated, the grievance shall be presented to the Employer in writing and the Parties shall meet in an endeavour to settle the grievance, except grievances concerning wages and fringe benefits. A grievance concerning wages and fringe benefits shall be presented within

thirty days (30) after circumstances giving rise to the grievance were known by a Union Representative. If a satisfactory settlement is not reached within five (5) days from this meeting and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be submitted to Arbitration as provided for in Article 6:02 below, at any time within five days (5) thereafter, but not later, unless mutually agreed to in writing between the Parties.

6:02 The Parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried out through all the steps of the Grievance Procedure outlined in Article 6:01 above which has not been settled, will be referred to a Board of Arbitration at the request of either of the Parties hereto.

The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as chairman chosen by the other two members of the Board. The Party requesting Arbitration shall name its appointee at the time of requesting arbitration, and the other Party shall name its appointee within five working days (5) thereafter.

Should the person chosen by the Union fail to agree on a third member as Chairman within five (5) days of the notification mentioned above, the Minister of Labour of the Province of Ontario will be asked to nominate an impartial person to act as a chairman. The decision of the Board of Arbitration or a majority of such Board constituted in the above manner shall be binding upon the employee, the Union and the Employer. The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement. Each of the Parties to this Agreement will bear the expenses of the Arbitration appointed by it, and the Parties will jointly bear the expense, if any, of the Chairman.

(a) The nature of the grievance, the remedy sought and the Section or Sections of the Agreement which are alleged to have been violated, shall be set out in the written record of the grievance and not be subject to change in later steps, unless mutually agreed to in writing between the Parties.

(b) In determining the time which is allowed in the various steps, Sunday and Statutory Holidays shall be excluded, and any time limited may be extended by agreement in writing.

(c) If advantage of the provisions of Article 6 hereof is not taken within the time limits specified therein or as extended in writing as set out above, the grievance shall be deemed to have been abandoned and may not be reopened.

6:03 It is understood that the Employer may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the Parties concerned, it may be treated as a grievance and referred to arbitration in the same way as a grievance of any employee.

ARTICLE 7: COFFEE OR WORK BREAK

7:01 (a) The Employer agrees that all members of the Labourers' Union will be allowed a work break of ten (10) minutes during the hours of work on each half of their respective working shifts with no loss of pay to the employees for such breaks.

7:01 (b) Employees will be granted a ten (10) minute wash up time prior to the end of their shift.

7:02 In the event overtime is to be worked, which will be approximately two hours (2) duration or more, then a paid work break of ten (10) minutes will be provided before the start of such overtime.

ARTICLE 8: SAFETY, SANITATION AND SHELTER

8:01 In co-operation with the Employer's overall program of Accident Control and Prevention, the Job Steward may report to the Foreman for corrective action of any unsafe conditions, unsafe acts or violation of safety regulations. In the event the Foreman is not available to rectify any violation the Steward will report to any other Employer Representative for corrective action. Every employee shall abide by the Company Safety Policy, existing at the time of the Agreement and as amended from time to time. It will be the Employers responsibility to see that a copy of the Company's policy is available at every work site.

8:02 Upon six (6) months of employment and each calendar year thereafter, a Group 2 piece work employee shall be entitled to an allowance of One Hundred and Twenty Dollars (\$120.00). The Employer shall provide rain suits at no cost to the employees. Coveralls shall be made available to the employee at a cost of Two Dollars (\$2.00) per week such amount to be collected through payroll deductions. The Employer shall supply at his own expense safety hard hats, safety glasses, reflective vests and caps and other apparel deemed by the Employer to be unique to the job. It will be the responsibility of the employee, to ensure that items so supplied are not lost or subjected to unnecessary abuse. Such items, except rain suits must be returned to the Employer upon termination of employment. The Employer shall supply two pairs of gloves per year to each employee, and replace when worn.

8:03 The Employer shall, at his own expense, furnish to any workman injured in his employment, who is in need of it, immediate conveyance and transportation to the hospital or to a physician.

8:04 Any employee who is injured during working hours and is required to leave for treatment, or is sent home for such injury, shall receive payment for the remaining hours of the shift at his regular rate of pay and other payments required hereunder shall be made for such hours.

8:05 The Employer agrees to provide space in the Tool Crib at the Employer's premises for employees who may want to store personal equipment, tools, and clothing used in connection with the Employer's operations.

8:06 It is the responsibility of every employee in charge of a vehicle to report mechanical defects in same, at their earliest convenience. Such reporting must be done in writing, on forms provided by the Company stating clearly the problem encountered with the equipment. Forms shall be submitted to the Foreman in charge of the employees. Equipment defects are not to be reported to the resident mechanic unless absolutely necessary.

8:07 Every employee required to drive must hold a valid Drivers License for the Province of Ontario. The driving record of all employees must be acceptable to the Company's Insurer and must not be subject to conditional coverage. Any employee who willfully damages a Company Vehicle may be subject to dismissal.

8:08 In the event an employee should lose his license, the employee shall be offered alternate work available.

8:09 Call trucks to be equipped with torch and propane tank subject to safety concerns being resolved by Labour-Management Committee.

8.10 When it is necessary to lay-off workers, the Health and Safety Representative shall be one of the last five (5) employees retained by the employer, provided the employee is competent, capable, willing and experienced in the work remaining within their group. The Union may appoint a Health & Safety Representative within each group.

ARTICLE 9: BUSINESS REPRESENTATIVE AND STEWARDS

9:01 The Business Representative of the Union shall have access to all jobs during working hours but in no case shall his/her visit interfere with the progress of the work. When visiting a job he/they will first advise the Superintendent or other Supervisory Personnel of the Employer.

9:02 No discrimination shall be shown against any Steward for carrying on his duties, but in no case shall his duties interfere with the progress of work. It is agreed that the Steward(s) shall be elected by the Bargaining Unit is so requested, failing such request the designed union representative will appoint the Steward(s) with the understanding that one will be in Group 1 and one in Group 2. The Company will be notified in writing before they can be recognized, the Steward(s) providing they are capable of performing the regular work shall be the last two men retained by the Company. The Steward(s) in each group will be responsible for reporting any disputes to the Employer and Union Representative so that these can be taken up in the proper manner without delay.

9:03 It is agreed that for the purpose of Collective Bargaining, that a Negotiating Committee comprising of three (3) Union Members will be elected by members of the Bargaining Unit, the Union shall notify the Employer before they can be recognized.

9:04 The Labour-Management Committee shall meet at least quarterly or more frequently. The Committee will be made up of 2 Committee Members on each side and will deal with areas of common

concern without limitations. Minutes of Committee meetings to be posted for the Bargaining Unit.

NOTE: Both agreed more emphasis on implementation of this clause.

ARTICLE 10: NO STRIKES, NO LOCKOUTS

10:01 In view of the grievance and arbitration procedure provided in the Agreement, it is agreed by the Union that there shall be no strike or stoppage of work, either complete or partial, and the Employer agrees that during the term of this Agreement there shall be no lockout.

ARTICLE 11: REPORTING PAY AND EMERGENCY

11:01 For the purpose of clarification there are two (2) groups as described in Article 16.

An employee who reports for work at the Employer's job site or shop, unless directed not to report three hours (3) or more prior to the start of their shift by his Employer, and for whom no work is available due to reasons other than inclement weather, shall receive minimum of four (4) hours reporting time and shall remain and work if requested to do so by the Foreman.

11:02 Three (3) hours pay, together with traveling and allowance whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's Shop of Job but work is; not available due to inclement weather, provided the employee remains on the job for one (1) hour after his designated starting time whenever requested by the Superintendent or Foreman, however, no reporting pay shall be allowed where employee has been informed not to report to work and such information has been given to him before 6:00 p.m. on the previous day. This clause does not apply to piece workers.

11:03 a) **CENTER LINE PROGRAM:-** Reporting pay for casuals for inclement weather: IF casuals are offered alternate work inclement weather reporting pay will not be paid. It is understood that rate of pay will remain that of casuals pay. It is also understood Company will not use this clause to replace other members of the Bargaining Unit.

11:03 b) In the event that a piece work employee reports to work when none is available he will be paid three (3) hours at the straight time casual rate. No reporting pay shall be paid if the employee had been given four (4) hours' notice not to report to work.

11:04 Employees on Standby duty shall be paid for all work performed while on Standby at the applicable rate of pay.

As of May 1st, 2016 employees on standby who do not get called out for work shall be entitled to;

- (a) Monday to Friday: One (1) hour at straight time hourly rate.
- (b) Saturday, Sunday and Statutory holidays Two (2) hours at straight time hourly rate.

11:05 Employees who are scheduled for standby shall, upon notification to their immediate foreman by Thursday prior to the start of their shift, be allowed to switch their standby period with another employee who is capable and willing to accept such assignment. Schedules will be posted every three (3) months, two (2) weeks in advance starting January 1st, April 1st, July 1st and October 1st.

11:06 Pagers shall be made available to sign crew personnel while serving on a call shift.

ARTICLE 12: WELFARE AND TRAINING

12:01 (a) It is agreed that the established Labourers' Union, Local 506 (Construction Division) Employee Benefit Trust shall continue and the Employer shall pay effective as of May 15, 2016, two dollars and ninety cents (\$2.90) per hour, for each hour earned by each employee covered by this Agreement. Such monies shall be entered on a Form as designated by the Trustees from time to time and remitted directly to the said Welfare Fund by the fifteenth (15th) of the month following the month for which contributions are made.

(b) **For "Pavement Markers" only:** During the months of May, June, July and August, September, October of each year, the Employer agrees to pay said Welfare Contributions at a minimum of One Hundred and Forty Hours (140) per month for employees who may have worked less than the required One Hundred and Forty (140) hours as established by the Welfare Plan. This Clause excludes employees on vacation and/or voluntary leave, or non-occupational sick leave.

12.01 (c) **LEGAL CONTRIBUTION**

It is agreed that the established Labourers' Union, Local 506 Employee Legal Benefit Trust shall continue and the Employer shall pay effective May 15, 2016, seven cents (\$0.07) per hour for each hour earned by each employee covered by this Agreement. Such monies shall be entered on a form as designated by the Trustees from time to time and remitted directly to the said Legal Fund by the fifteenth (15th) of the month following the month for which contributions are made.

12.01 (d) It is agreed that the established Labourers' Union, Local 506 Training Trust Fund shall continue and the Employer shall pay effective May 15, 2016, ten cent (\$0.10) per hour for each hour earned by each employee covered by this agreement. Such monies shall be entered on a form as designated by the Trustees from time to time and remitted directly to the said Training Trust Fund by the fifteenth (15th) of the month following the month for which contributions are made.

12:02 At no time shall the contributions be paid directly to the employee. If payment is over thirty (30) days late, interest at one percent (1%) per month shall be paid from the due date provided that the Employer is given five (5) days after notice to correct such delinquency. In addition, the delinquent employer may be required by the Trustees of the Fund to deposit with the Trustees a Two Thousand, Five Hundred Dollar (\$2,500.00) cash bond.

12:03 Each Employer bound by this Collective Agreement agrees that upon the written demand of the Trustees of any employee benefit plan to which the Employer is required to contribute payments, the Employer shall permit the Trustees, their representatives or anyone acting on behalf or in accordance with their instructions to:

(i) enter upon the Employer's premises at any reasonable time or times for the purpose of carrying out an inspection, audit or examination.

(ii) examine all books of account, documents, vouchers, payrolls, records, time sheets or any other material which may be relevant to the said inspection, audit or examination.

(iii) make inquiries of the Employer or any persons employed or otherwise engaged by the Employer, which persons shall produce all books of account, documents, vouchers, payrolls, records, time sheets or any other material which may be relevant to the said inspection, audit or examination:

In order to ensure that the Employer has been complying with its obligations to make contributions to any such benefit plan.

If the Employer does not have any members in his employ, a NIL REPORT shall be filed in accordance with 12:01 above.

12:05 Every Employer bound by this Collective Agreement hereby covenants and agrees to sign a Participation Agreement with the Trustees in the form attached hereto as Schedule "B".

ARTICLE 13: WAGE RATES, CLASSIFICATIONS AND VACATION PAY

13:01 Wage Rates, classifications and vacation pay are attached hereto.

13:02 When payroll discrepancies occur, the Employer shall adjust such discrepancies on the following pay period, unless the employee returns the original cheque within twenty-four hours (24) hours, in which case, the Employer shall adjust such discrepancies within the same week.

ARTICLE 14: PAYMENT OF WAGES

14:01 All time books are to be closed weekly. When an employee is laid-off or discharged from a job he shall be paid in full on the day of layoff or discharge and given possession of all his documents. In the

event that the Employer cannot comply as outlined above, the Employer will provide a letter or proof of termination, and he shall forward by registered mail within twenty-four (24) hours all monies owing and documents to the employee's last known address recorded with the Employer, provided that if the Employer defaults the employee shall be paid waiting time at straight time rates not to exceed eight (8) hours in any day for each regular working day he is required to wait after giving notice to the Employer and giving him four (4) hours to correct such default.

14:02 In the case of layoff, all employees will receive one hours notice in advance or pay in lieu of notice.

14:03 Accompanying each payment of wages shall be a statement identifying both the Employer and the employee showing: -

- (a) the name of the Employer and the employee;
- (b) hourly rates of pay;
- (c) the total hours worked at straight time;
- (d) the total hours worked at overtime rates;
- (e) the pay period;
- (f) the amount of vacation pay;
- (g) the amounts of traveling allowance;
- (h) details of all deductions and contributions;

NOTE: The Employer shall inquire if the payroll system is able to place a year to date notation on payroll stubs. If possible, then add:

- (i) year to date.

14:04 Where an employee quits he shall receive all his wages and documents on the next regular pay day.

14:05 Wages shall be paid on the job by cash or cheque before the regular quitting time on Thursday of each week.

14.06 **Pavement Marking**

Employees will be provided with Pavement Marking weekly time sheet. Payroll shall be calculated and paid as per the time sheets submitted. After verification by the Employer should an adjustment be required the Employer shall meet with and discuss any adjustments prior to implementing such adjustment. In no cases such adjustments be made after thirty (30) days of payment.

ARTICLE 15: SHIFT PREMIUM

15:01 All work outside of the regular work day as indicated in Article 16.01 shall be paid at a premium of two dollars (\$2.00) per hour above the regular rate of pay.

15:02 No employee shall be permitted to work on more than one shift in twenty-four hours unless overtime rates are paid. This to mean from 8:00 a.m. to 8:00 p.m. All shifts to be arranged so that workmen shall not lose time because of shift changes. When overtime is required it shall be distributed as equitably as possible among the employees on the job where practical to do so.

15:03 Under normal conditions, no employee shall be required or allowed to work longer than two full consecutive shifts or fifteen (15) hours and must be relieved for a rest period of at least eight hours.

ARTICLE 16: WORK DAY, WORK WEEK

16:01 (a) The regular working day, subject to variation by mutual consent from the Employer and the Union shall be between 7:00 a.m. to 5:00 p.m. from Monday to Friday inclusive. Any work done outside of these hours shall be overtime work or shift work. The maximum number of working hours per day shall be eight (8) and the maximum number of

working hours per week shall be forty (40) and work outside of these hours shall be overtime work, provided that inclement weather should cause the employee lose time during the regular work week, then the lost time may by mutual consent, added to the regular eight (8) hours per day shift at regular

time rates, provided that by doing so forty (40) hours for that regular working week are not exceeded in which case overtime rates will apply.

16.01 (b) The regular working day, subject to variation by mutual consent from the Employer and the Union shall be between 7:00 a.m. to 5:00 p.m. from Monday to Friday inclusive. Any work done outside of these hours shall be overtime work or shift work. The maximum number of working hours per day for Center Line Crews shall be nine (9) Monday thru Thursday and eight hours (8) on Fridays and the maximum number of working hours per week shall be forty four (44) and work outside of these hours shall be overtime work, provided that inclement weather should cause the employee to lose time during the regular work week, then the time lost may by mutual consent, added to the regular nine (9) hours per day shift at the regular rates, provided that by doing so forty four (44) hours for that regular work week are not exceeded in which case overtime rates will apply.

ARTICLE 17: OVERTIME

17.01 All work performed in excess of the regular work day shall be overtime work. The rate of wages shall be time and one-half (1 1/2x) the regular day shift rate for the first three (3) hours of overtime work and double time (2x) the regular day shift rate thereafter.

All work performed on Saturdays shall be paid at time and one half (1 1/2x) the regular day shift rate. All work performed on Sundays shall be double time (2x) the regular day shift rate.

NOTE: For the night crew work commencing on Sundays prior to midnight shall be part of their regular hourly rate.

ARTICLE 18: HOLIDAYS

18:01 All work, except contracted transverse markings, performed on Saturday, Sundays, Civic Holiday and the following holidays namely: New Year's Day, Family Day, Good Friday, Victoria Day, Dominion Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day or any other Statutory legally declared by the Provincial or Federal Government shall be deemed overtime work and paid for at the rate of double the regular day shift rate.

18:02 If any of the above Holidays fall on all non-working day, the employee shall be given another normal working day off.

18:03 Should any Holiday fall during the vacation period of an employee he may take an additional day off by prior arrangement with his immediate supervisor.

ARTICLE 19: ASSIGNMENT OF PERSONNEL & TRANSPORTATION ALLOWANCE

19:01 For the purpose of this Agreement, Scarborough, Ontario shall be considered to be base of operation headquarters of the Employer and "Point (s) of Origin".

19:02 Transportation and traveling expenses for all employees covered by this Agreement shall be as follows:-

ZONE 1: The Boundary of Metropolitan Toronto;

ZONE 2: The area up to a 25 mile radius from Toronto City Hall, outside of Zone 1;

TRAVELLING EXPENSES

WORK IN ZONE 1 – no travelling expense;

WORK IN ZONE 2 - \$8.00 travelling expenses daily;

When employees are required to work beyond the Travel Zone of a radius of 25 miles from the said Toronto City Hall, the following conditions shall prevail and said home base employees shall not be paid less than those rates and conditions as contained herein.

19:03 All travelling time shall be computed from the headquarters of the Employer heretofore defined, and shall be designated as "Point of Origin", when using the Company Transportation unless otherwise mutually agreed upon by the Employer and the employee.

19:04 Time spent travelling from “Point of Origin” to destination and return shall be paid for at the regular rates with up to eight (8) hours allowed for each day.

19:05 Transportation shall be paid or supplied by the Employer from the “Point of Origin” to the destination and return.

19:06 When the Employer supplied transportation, such transportation shall be adequate and insured closed to protect the employees from falling off and from inclement weather. No employee shall be permitted to ride on a truck above or between materials and/or equipment and there shall be a seat available for every person so transported.

19:07 When employees are requested to use their own transportation they shall be paid as of May 15, 2016 fifty-two (\$0.52) cents per kilometer. As of May 1, 2017 fifty-two (\$0.52) cents per kilometer. As of May 1, 2018 fifty-two (\$0.52) cents per kilometer. This amount shall be paid, from the “Point of Origin” or from residence when reporting to job site, whichever is nearer. All mileage to be documented by the employees.

19:08 For these employees required to stay outside the travel zone heretofore, defined, the Employer agrees to pay the employees as of May 15, 2016 eighty-eight dollars and thirty-eight cents (\$88.38), as of May 1, 2017, eighty-eight dollars and thirty-eight cents (\$88.38), as of May 15, 2018 eighty-eight dollars and thirty-eight cents (\$88.38) for each night the employee is required to stay overnight. If an employee whose residence is in Toronto is required to live outside of Toronto for an extended period of time he shall be supplied with transportation of Toronto at the Employer’s expense once each week.

19:09 **Downtown Parking Allowance**

The downtown core is defined as: East of Keele Street running South until it becomes Park Side Drive on the West. The South side of Finch Avenue on the North and the Don Valley Parkway South to Lakeshore Avenue, East of Leslie, the South to the Lake on the East.

The downtown core allowance is the allowance for personal travel and transportation costs, excluding those using company vehicles.

May 15, 2016 (\$17.25)
May 1, 2017 (\$17.25)
May 1, 2018 (\$17.25)

ARTICLE 20: FIRE INSURANCE AND TOOLS

20:01 The Employer agrees to compensate employees on proof of loss for clothing damaged by fire or theft on job site up to a maximum of Three Hundred Dollars (\$300.00).

20:02 The Company shall supply a suitable locked storage for the employee's tools and equipment at the yard. The employee shall exercise the same responsibility for the Company's tools as he does for his own.

Should an employee's tools be stolen as a result of forcible entry or destroyed by fire or lost or damaged in transportation by the Company, The Company shall compensate the employee for the value of the tools. The Company shall replace all tools broken due to normal wear and tear.

20:03 **PARKAS AND UNIFORMS:** - Members of Bargaining Unit will participate in Company's cost sharing program.

ARTICLE 21: LABOURERS' UNION ADMINISTRATION FUND DEDUCTION AND CONTRIBUTION

21:01 The Employee hereby agrees that the Employer shall deduct an amount equal to two percent (2%) of the hourly rate per hour for each hour earned to be allocated to the Labourers' International Union, Local 506 Administration Fund. Such monies to be remitted together with an addition to the Welfare monies not later then the 15th of each month following the month for which deductions were made for deposit. The Union undertakes to hold harmless and agrees to indemnify the Employer and successors, administrators and assigns against any liability incurred by

each or all of them by reason of their having made payments into the Labourers' Administration Fund.

ARTICLE 22: JURISDICTION DISPUTES

22:01 When a work claim dispute arises between the Union which is a Party of this Agreement and any other Union, person or Organization which cannot be settled to the satisfaction of all Parties concerned, such disputes shall immediately be processed as a complaint to the Ontario Labour Relations Board, requesting an order from the Board as outlined in Section 81 of the Labour Relations Act. Revised Statutes of Ontario , 1970, Chapter 232, as amended, and in the meantime work will continue as assigned by the Employer until otherwise directed by the Ontario Labour Relations Board.

ARTICLE 23: PENSION

23.01 It is agreed that the Employer shall pay into the established Labourers Pension Fund of Central and Eastern Canada an amount of Five Dollars and Ninety-Five Cents (\$5.95) per hour effective May 15, 2016 per hour, effective May 1, 2017 increase to Six Dollars and Twenty Cents (\$6.20) per hour, effective May 1st, 2018, increase to Six Dollars and Fourty-Five Cents (\$6.45) for each hour worked by each employee covered by this Agreement, except casual employees. Such contributions shall be paid to the Trustees of the Pension Fund on or before the fifteenth (15th) of the month following the month such hours were worked and shall be accompanied by a remittance report for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contribution shall include all obligations arising from hours worked up to the preceding calendar month.

GUILD ELECTRIC

LOCAL 506	EFFECTIVE DATE	BASIC WAGE RATE	VACATION PAY	WELFARE DENTAL DI NOVO	PENSION	TRAIN FUND	TRI-FUND	LEGAL	TOTAL WAGE PACK.	IND FUND	OPDC	SCHLR FUND	WORK DUES DEDUC	STRIKE FUND	RETIREE FUND
LABOURERS															
CURRENT	5/1/2015	\$25.11	\$2.51	\$2.90	\$5.70	\$0.10	\$0.00	\$0.07	\$36.39	\$0.00	\$0.00	\$0.03	2%	\$0.00	\$0.00
	5/15/2016	\$25.38	\$2.54	\$2.90	\$5.95	\$0.10	\$0.00	\$0.07	\$36.94	\$0.00	\$0.00	\$0.03	2%	\$0.00	\$0.05
	5/1/2017	\$25.65	\$2.57	\$2.90	\$6.20	\$0.10	\$0.00	\$0.07	\$37.49	\$0.00	\$0.00	\$0.03	2%	\$0.00	\$0.10
	5/1/2018	\$25.94	\$2.59	\$2.90	\$6.45	\$0.10	\$0.00	\$0.07	\$38.05	\$0.00	\$0.00	\$0.03	2%	\$0.00	\$0.15
CASUALS															
CURRENT	5/1/2015	\$21.23	\$2.12	\$2.90	\$0.00	\$0.10	\$0.00	\$0.07	\$26.42	\$0.00	\$0.00	\$0.03	2%	\$0.00	\$0.00
	5/15/2016	\$21.59	\$2.16	\$2.90	\$0.00	\$0.10	\$0.00	\$0.07	\$26.82	\$0.00	\$0.00	\$0.03	2%	\$0.00	\$0.05
	5/1/2017	\$21.95	\$2.20	\$2.90	\$0.00	\$0.10	\$0.00	\$0.07	\$27.22	\$0.00	\$0.00	\$0.03	2%	\$0.00	\$0.10
	5/1/2018	\$22.33	\$2.23	\$2.90	\$0.00	\$0.10	\$0.00	\$0.07	\$27.63	\$0.00	\$0.00	\$0.03	2%	\$0.00	\$0.15
LEAD HAND															
CURRENT	5/1/2015	\$27.25	\$2.72	\$2.90	\$5.70	\$0.10	\$0.00	\$0.07	\$38.74	\$0.00	\$0.00	\$0.03	2%	\$0.00	\$0.00
	5/15/2016	\$27.55	\$2.75	\$2.90	\$5.95	\$0.10	\$0.00	\$0.07	\$39.32	\$0.00	\$0.00	\$0.03	2%	\$0.00	\$0.05
	5/1/2017	\$27.85	\$2.79	\$2.90	\$6.20	\$0.10	\$0.00	\$0.07	\$39.91	\$0.00	\$0.00	\$0.03	2%	\$0.00	\$0.10
	5/1/2018	\$28.17	\$2.82	\$2.90	\$6.45	\$0.10	\$0.00	\$0.07	\$40.51	\$0.00	\$0.00	\$0.03	2%	\$0.00	\$0.15

DEFINITION OF CLASSIFICATIONS

a) Labourers' shall be defined as Center Liner Drivers, Operators, Sign Crew and other Employees performing General Labour duties.

b) Casuals shall be defined as Students, Backup Drivers, and Piece Workers with hourly conversions.

1) The Union and Employer are committed to increasing market share in this sector and in turn organizing the non-union employers that compete in similar markets.

Therefore during the term of this Agreement the Union and the Employer shall undertake to share information in regards to work performed in this sector.

Therefore the Union will undertake to organize the non-union entities that compete for the same market as the Employer.

Therefore if the Union is successful in organizing in this market the Employer shall pay an additional ten cent (\$0.10) per hour to each employee covered under this agreement for every employer organized.

The increase will take effect on any work that is bid after the Union provides a copy of Certification to the Employer.

2) No Employee shall suffer a reduction of wages or working conditions as a result of this agreement.

APPENDIX "A"

VACATION PAY

(a) Vacation pay for all employees covered by this Agreement shall be paid at the rate of ten percent (10%) of gross wages earned after the date hereof.

(b) During the term of any one year, four (4) weeks vacation without pay may be taken by an employee exclusive of Statutory Holidays. Each employee shall be entitled to a maximum of three (3) consecutive weeks vacation between June 1st and September 30th. Vacation periods must be mutually agreed upon by the employee and his Supervisor. In the interest of maintaining an adequate level of service, the Job Supervisor shall determine the number of persons on vacation at any time.

(c) Payment of Vacation Pay shall be made weekly. Vacation Pay shall include an amount of six percent (6%) in lieu of payment of Statutory Holidays.

LETTER OF UNDERSTANDING

BETWEEN:

CITY OF WASHINGTON

(hereinafter called "the Employer")

- and -

LABOURERS INTERNATIONAL UNION OF NORTH AMERICA

(hereinafter called "the Union")

RE: PIECE WORK IN TRANSVERSE MARKINGS:

The following rates shall apply to these members/employees engaged in piece work involved with transverse markings.

1. (a) Paint Installation of 10 cm lines: May 1st, 2013 (\$0.12)
May 1st, 2014 (\$0.12)
May 1st, 2015 (\$0.13)

Split: May 1st, 2013, 2014 (6.5 cents) Painter/(5.5 cents) Helper
May 1st, 2015 (7.0 cents) Painter/(6.0 cents) Helper

- (b) Cold Plastic Installation of 10 cm lines: May 1st, 2013 (\$0.60)
May 1st, 2014 (\$0.60)
May 1st, 2015 (\$0.65)

Split: May 1st, 2013, 2014 (32.5 cents) Painter/(27.5 cents) Helper

2. (a) Zebra Stripes Paint: (\$1.28) Painter/(\$1.28) Helper
TOTAL (\$2.54)

- (b) Zebra Stripes Cold Plastic: (\$6.42) Painter/(\$6.42) Helper
TOTAL (\$12.84)

3. (a) Large symbols paint:

Includes anything larger than a turn arrow, ie. Bus only, school zone, upsized arrows:

May 1st, 2013 (\$5.40)

May 1st, 2014 (\$5.50)

May 1st, 2015 (\$5.50)

Split: May 1st, 2013 (\$2.70) Painter/(\$2.70) Helper

May 1st, 2014, 2015 (\$2.75) Painter/(\$2.75) Helper

3. (b) Large symbols cold plastic:

Includes anything larger than a turn arrow, ie. Bus only, school zone, upsized arrows:

May 1st, 2013 (\$54.00)

Split: (\$27.00) Painter/(\$27.00) Helper

4. (a) Medium symbols paint:

Includes arrows, handicap symbols, diamonds and bicycle symbols:

May 1st, 2013 (\$5.40)

Split: (\$2.70) Painter/(\$2.70) Helper

(b) Medium symbols cold plastic:

Includes arrows, handicap symbols, diamonds and bicycle symbols:

May 1st, 2013 (\$27.00)

Split: (\$13.50) Painter/(\$13.50) Helper

5. (a) Small symbols paint

Includes storm drain arrows, bicycle dots and speed humps.

May 1st, 2013 (\$3.00)

Split: (\$1.50) Painter/(\$1.50) Helper

(b) Small symbols cold plastic

Includes storm drain arrows, bicycle dots and speed humps.

May 1st, 2013 (\$8.00)

Split: (\$4.00) Painter/(\$4.00) Helper

NOTE 1: In recognition of skill and ability employees may alter the percentage of the split found herein. The determining factor shall be made amongst the employees teamed up. Should the employees not be able to agree the split calculation herein shall apply.

NOTE 2: All Stop Bars will be broken down to be paid under 10 cm lines.

NOTE 3: It is further understood that under certain circumstances and special situations, the Employer may vary the rates paid on piece work. Any such variance would have to be mutually agreed by the Employer and the Union.

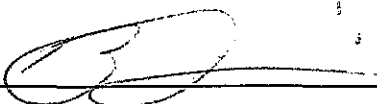
NOTE 4: Based on the above-noted rates for piece work, employees shall receive payment based on an hourly conversion of the total payment received less any contributions and/or remittance as stipulated in the Collective Agreement.


NOTE 5: Transverse work done on contract jobs (ie electrical jobs with a painting component) will be paid the casual hourly rate.

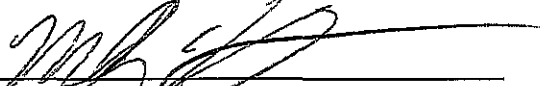
This Memorandum shall be in effect upon ratification of the membership until expiry of the Collective Agreement.

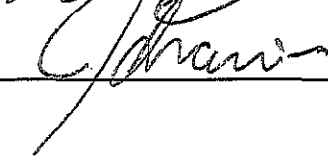
SIGNED THIS 22 DAY OF JUNE, 2016.

SIGNED ON BEHALF OF THE
UNION:

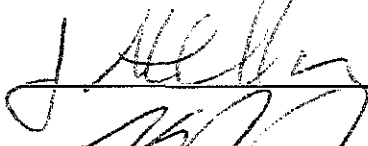


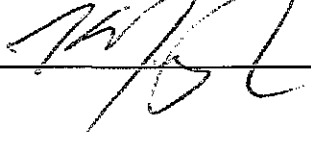






SIGNED ON BEHALF OF THE
EMPLOYER:





LETTER OF UNDERSTANDING

BETWEEN:

LIUNA - LIUNA INTERNATIONAL UNION

(hereinafter called "**the Employer**")

- and -

LIUNA INTERNATIONAL UNION
NORTH AMERICA, LOCAL 505

(hereinafter called "**the Union**")

RE: INCREASING MARKET SHARE

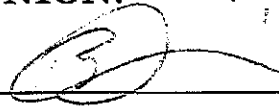
The Union and Employer continue their commitment to increasing market share in the sector of (pavement marking) and in turn will meet and develop joint strategies that will make the employer more competitive. The commitment shall include but is not limited to;

1. Training Initiatives.
2. Strengthening the language of various agreements within LiUNA on sub-contracting provisions.
3. Organizing within the non-union sector.
4. The development of a Memorandum of Exemption including a reduction of working conditions, rates of pay and contribution levels that may be requested by the employer when under pressure of bidding for work from non-union competition. It is agreed that such request shall be on a case by case basis and requested to the Union.

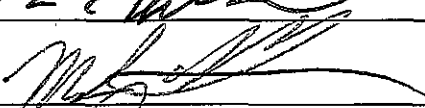
The Union shall than consider such request and meet with its members promptly for approval (ratification).

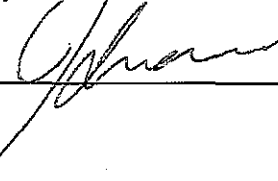
SIGNED THIS 22 DAY OF June, 2016.

SIGNED ON BEHALF OF THE UNION:



952 E. Main





SIGNED ON BEHALF OF THE EMPLOYER:

