INDEPENDENT RESTORATION
COLLECTIVE AGREEMENT BETWEEN

2057709 ONTARIO INC.
17 WOOD DRIVE
WHITBY, ONTARIO L1N 8H9
TEL: (905) 668-1989

- and -

UNIVERSAL WORKERS UNION, LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL 183

May 1, 2004 - April 30, 2007
TABLE OF CONTENTS

2004 - 2007 RESTORATION AGREEMENT

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RECOGNITION</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>UNION SECURITY</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Union Dues and Working Dues</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>MANAGEMENT RIGHTS</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>GRIEVANCE PROCEDURE</td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>ARBITRATION</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>MANAGEMENT GRIEVANCES AND UNION GRIEVANCES</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>STATUTORY HOLIDAYS, VACATION PAY AND STATUTORY HOLIDAY PAY, HOURS OF WORK, WAGE RATES, ETC.</td>
<td>6</td>
</tr>
<tr>
<td>8</td>
<td>UNION REPRESENTATION</td>
<td>6</td>
</tr>
<tr>
<td>9</td>
<td>PRODUCTIVITY</td>
<td>7</td>
</tr>
<tr>
<td>10</td>
<td>PAYMENT OF WAGES</td>
<td>8</td>
</tr>
<tr>
<td>11</td>
<td>SAFETY, SANITATION AND SHELTER</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>Health &amp; Safety Representatives and Committees</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>Ergonomics Training</td>
<td>9</td>
</tr>
<tr>
<td>12</td>
<td>WELFARE AND PENSION</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Prepaid Legal Benefits Fund</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Members' Benefit Fund</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Pension Fund</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>Training Fund</td>
<td>11</td>
</tr>
<tr>
<td>13</td>
<td>REINSTATEMENT UPON RETURN FROM ABSENCE RESULTING FROM COMPENSABLE ACCIDENT</td>
<td>12</td>
</tr>
<tr>
<td>14</td>
<td>GOVERNMENT LEGISLATION</td>
<td>12</td>
</tr>
<tr>
<td>17</td>
<td>DURATION</td>
<td>12</td>
</tr>
<tr>
<td>SCHEDULE &quot;A&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hours of Work and Overtime for Concrete Repairs &amp; Restorations</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>Classification and Wages for Concrete Repairs &amp; Restorations</td>
<td>15</td>
</tr>
</tbody>
</table>
## TABLE OF CONTENTS

**2004 - 2007 RESTORATION AGREEMENT**

### SCHEDULE “B”

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jurisdiction and Classification of Work</td>
<td>16</td>
</tr>
<tr>
<td>Working Dues</td>
<td>17</td>
</tr>
<tr>
<td>Reporting Allowance</td>
<td>17</td>
</tr>
<tr>
<td>Shift Premiums</td>
<td>17</td>
</tr>
<tr>
<td>Out-of-Town Allowance</td>
<td>18</td>
</tr>
<tr>
<td>Travelling Zones (Map)</td>
<td>20</td>
</tr>
</tbody>
</table>

### SUMMARY - BENEFIT SCHEDULE

<table>
<thead>
<tr>
<th>Letter of Understanding No.</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>22</td>
</tr>
<tr>
<td>2</td>
<td>23</td>
</tr>
<tr>
<td>3</td>
<td>24</td>
</tr>
<tr>
<td>4 - Industry Development Fund</td>
<td>25</td>
</tr>
<tr>
<td>5 - Union Dues</td>
<td>26</td>
</tr>
</tbody>
</table>
INDEPENDENT RESTORATION AGREEMENT

THIS AGREEMENT made and entered into this 1st day of May, 2004.

BETWEEN

2057709 ONTARIO INC. ph. (905) 668-1989
17 WOOD DRIVE, WHITBY
ONTARIO LIN 8H7 e-mail j.bone@sympatico.ca
(hereinafter called the "Employer")

OF THE FIRST PART

and

UNIVERSAL WORKERS UNION, LABOURERS' INTERNATIONAL
UNION OF NORTH AMERICA LOCAL 183
(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS the Employer and the Union wish to make a common Collective Agreement with respect to all employees of the Employer engaged in building restorations, concrete restorations and repairs to existing structures, parking garages restorations and repairs and all work incidental thereto, and to provide for and ensure uniform interpretation and application in the administration of the Collective Bargaining Agreement;

AND WHEREAS the Employer recognizes the Union and agrees to deal with the Union in negotiating and administering a Collective Agreement;

NOW THEREFORE the Employer agrees as follows:
ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the Collective Bargaining Agent for all construction employees of the Employer engaged in building restorations, concrete restorations and repairs to existing structures, parking garages restorations and repairs, in the employ of the Employer in all sectors of the construction industry in OLRB Geographic Area Nos. 8, 9, 10, 11, 18 and that portion of Geographic Area 12 west of the Trent-Severn Waterway, save and except non-working foremen and those above the rank of non-working foreman.

1.02 Wherever the masculine gender is used it is deemed to refer as well as to the feminine gender, as appropriate.

ARTICLE 2 - UNION SECURITY

2.01 (i) All employees shall, when working in a position within the bargaining unit described in Article 1 hereof, be required as a condition of employment, to be a member in good standing of the Union before commencing employment, and shall be required to maintain such membership while working within the bargaining unit for the duration of this Agreement. In the event that the Employer is unable to hire employees who are members in good standing of the Union, then the Employer shall give twenty-four (24) hours notice to the Union to provide the required number of employees.

It is understood that if the Union is unable to provide the required qualified men within the above twenty-four (24) hours, the Employer is free to hire such labour that is available outside the Union, providing they join the Union within ninety (90) days.

(ii) Upon written agreement and consent of the Union, with respect to the number of students employed and the job site location where those students are to be employed, the Employer will be allowed to hire students for summer help during the months of May, June, July and August. These students shall receive a rate of at least seventy-five percent (75%) of the Group No. 3 rate and will not be subject to initiation fees, but will be required to pay union dues and working dues. Said students shall be on a ratio of one (1) in every ten (10) employees.

2.02 Union Dues and Working Dues

Each employee shall, when working in a position within the bargaining unit described in Article 1 above, be required as a condition of employment to have his regular monthly union dues and any required working dues checked off and the Union agrees to duly inform the Employer of
the amounts of such union dues and working dues and any changes in the amounts. The Employer agrees to make such deductions from the first pay issued to the employees each calendar month and remit the same to the Union not later than the fifteenth (15th) day of the following month to the Secretary-Treasurer of the Union. The Employer shall, when remitting such dues, name the employees and their social insurance numbers from whose pay such deductions have been made. The Employer shall show on the T-4 slips the amount of Union dues deducted from each employee.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union agrees that it is the exclusive function of each Employer covered by this Agreement:

(a) to conduct his business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds and locations of machines, tools and 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, classify, transfer, promote, demote, lay off, suspend or otherwise discipline employees, save and except probationary employees, provided that a claim by an employee that he has been discharged, suspended, or disciplined without just cause may be the subject of a grievance under the provisions of the Grievance Procedure, except in the case of probationary employees;

(c) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees;

(d) It is agreed that these functions shall not be exercised in a manner inconsistent with the express provision of this Agreement.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
4.02 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

**Step No. 1**
Within five (5) working days after the circumstances giving rise to the grievance occurred or originated, save and except grievances involving monetary items (as defined in Section 4.03 below), the agreed employee with his Business Representative may present his grievance, which shall be reduced to writing, to the Employer. Should no settlement satisfactory to the employee be reached within five (5) full working days, the next step in the grievance procedure may be taken at any time within five (5) full working days thereafter.

**Step No. 2**
The Union, if it considers it a valid grievance, may submit the grievance to the Employer and the parties shall meet within five (5) working days thereafter in an endeavour to settle the grievance. If a satisfactory settlement is not reach within five (5) working 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 in Article 5 below at any time within ten (10) working days thereafter but no later.

4.03 Monetary grievances are defined as those arising under this Agreement involving payment for hours of work, rates of pay, overtime, vacation and statutory holiday pay, shift premiums, travelling expenses, room and board allowances, pension and welfare contributions, Union dues, and reporting allowances. Such monetary grievances shall be brought forward at Step No. 1 within three (3) months after the circumstances giving rise to the grievance occurred or originated. It is further understood that the adjustment of any such grievance may be retroactive to the first day of the alleged violation.

4.04 Monetary grievances shall be brought forward at Step No. 1 within three (3) months after the circumstances giving rise to the grievance becoming known or ought to have become known to the Union. It is further understood that the adjustment of any such grievance shall be retroactive to the first day of the alleged violation within the three (3) month period.

4.05 Benefit grievances shall be brought forward at Step No. 1 within twelve (12) months after the circumstances giving rise to the grievances become known or ought reasonably to have become known to the Union. It is further understood that the adjustment of any such grievance shall be retroactive to the first day of the alleged violation within the twelve (12) month period.
ARTICLE 5 - ARBITRATION

5.01 The parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 4 above and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.

5.02 The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third person to act as Chair chosen by the other two (2) members of the Board.

5.03 Within two (2) working days of the request of either party for a Board, each party shall notify the other in writing the name of its appointee.

5.04 Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree on a third member as Chair within five (5) days of the notification mentioned in Article 5.03 above the Minister of Labour of the Province of Ontario will be asked to nominate an impartial person to act as Chair.

5.05 The decisions of the Board of Arbitration or majority of such Board, constituted in the above manner, or if there is no majority, the decision of the Chair, shall be binding upon the employees, the Union and the Employer.

5.06 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, except as provided for in Letter of Understanding No. 1.

5.07 Each of the parties to this Agreement will bear the expense of the Arbitrator appointed by it, and the parties will jointly bear the expense, if any, of the Chair.

5.08 (a) The nature of the grievance, the remedy sought and the Article or Articles of the Agreement which are alleged to have been violated shall be set out in the written record of the grievance and may not be subject to change in later Steps.

(b) In determining the time which is allowed in the various Steps, Sundays and Statutory Holidays shall be excluded. Any grievance not processed in accordance with the time limits
specified herein, or as otherwise extended in writing, shall be deemed to have been abandoned and may not be reopened.

**ARTICLE 6 - MANAGEMENT GRIEVANCES AND UNION GRIEVANCES**

6.01 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 an employee. Such grievances shall be processed at Step No. 2 of the Grievance Procedure set out in Article 4 hereof.

6.02 A Union grievance which is defined as an alleged violation of this Agreement involving all or a number of the employees in the bargaining unit, in regard to which an individual employee could not grieve, or in regard to which a number of employees have signified an intention to grieve, or a grievance involving the Union itself, may be brought forward, in writing, in this same manner and within the same time limits as in the case of an employee grievance. Such grievance shall be processed at Step No. 2 of the Grievance Procedure as set out in Article 4 hereof. If it is not settled, it may go to a Board of Arbitration in the same manner as a grievance of an employee.

6.03 The parties agree that the right to honour lawful picket lines established by the Union shall not become effective until the passage of the enabling legislation in the Ontario Labour Relations Act.

**ARTICLE 7 - STATUTORY HOLIDAYS, VACATION PAY AND STATUTORY HOLIDAY PAY, HOURS OF WORK, WAGE RATES, ETC.**

7.01 Attached hereto as Schedules "A" and "B" to this Agreement are Schedules of statutory holidays; vacation pay; statutory holiday pay; hours of work; wages rates and other conditions of employment, etc., which are hereby made a part of this Agreement.

**ARTICLE 8 - UNION REPRESENTATION**

8.01 The Business Representative of the Union shall have access to all working areas during working hours as necessary for the administration of this Agreement, but in no case shall his visits interfere with the progress of the work. When visiting a job, he will first advise the Superintendent or other supervisory personnel as designated by the Employer. Where clearance is required from the owner, it is the responsibility of the Union to obtain such clearance. The Union agrees to give such assistance as is required of it by the Employer to secure competent and qualified men.
8.02 The Employer agrees to recognize one (1) Steward for up to twenty (20) employees, but shall not be obliged to recognize such steward until the Job Superintendent, or the Foreman on the job if there is no Job Superintendent, has been informed by the Business Representative of the appointment. Such appointment shall be confirmed by the Union in writing to the Employer within seven (7) working days thereafter. The Steward will not be excluded from overtime work on his crew, provided he is able to do the work required, and shall be one of the last five (5) men retained by the Employer if competent to perform the available work remaining.

ARTICLE 9 - PRODUCTIVITY

9.01 The Union and the Employer recognize the mutual value of improving by all proper and reasonable means the productivity of the individual workman and both will undertake individually and jointly to promote such increased productivity.

9.02 In view of the grievance and arbitration procedures provided in this Agreement, there shall be no strikes or lockouts so long as this Agreement continues to operate, except as set out in Article 6.03.

9.03 The Union shall not involve the Employer in any dispute which may arise between the Union and any other company and the employees of such other company. The Union further agrees it will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional purposes.

9.04 When employing or engaging contractors or sub-contractors to perform work covered by this Agreement, the Employer and his employees will endeavour to engage contractors or sub-contractors who have an agreement with Local 183 or Locals of L.I.U.N.A. having jurisdiction over the work. However, Local 183 recognizes the problem of finding sub-contractors with the necessary equipment for certain aspects of the work coming under this Agreement and agrees in the event that the Employer experiences difficulties in abiding by this paragraph, to meet and endeavour to resolve the problem.

9.05 If the Employer engages in work other than work covered by this Agreement, and such work comes within the purview of existing collective agreements between the Union, on its own behalf, and the Toronto and Area Road Builders Association; the Greater Toronto Sewer and Watermain Contractors’ Association; the Utility Contractors’ Association of Ontario; The Heavy Construction Association of Toronto; The Ontario Formwork Association; the Ontario Concrete and Drain Contractors Association; the Landscaping Agreement of the Landscaping Contractors in Ontario; the rate of pay and conditions from such appropriate agreement shall apply.
ARTICLE 10 - PAYMENT OF WAGES

10.01 Wages shall be paid weekly by cash or cheque on the job at the option of the Employer and shall be accompanied by a slip outlining all hours of work, overtime hours, hourly rate, deductions for income tax, employment insurance, pension, etc., where applicable. In the event that wages are paid by cheque, pay day shall be no later than Thursday. If the Employer presently pays employees covered by this Agreement every two (2) weeks, it shall not, during the lifetime of this Agreement, be required to change its pay practice.

10.02 In the case of layoff, all men shall receive one (1) hour's notice in advance of the layoff or pay in lieu thereof.

10.03 Whenever Employment Insurance Separation Certificate, Ontario Health Insurance Plan Form, Vacation Pay and Statutory Holiday Pay credits and pay cheques are not given to employees at the time of termination, they shall be sent by the Employer to the employee by registered mail to his last known address on file with the company within seventy-two (72) hours of the time of termination.

Further, an employee who is laid off will be sent his pay cheque within seventy-two (72) hours of layoff, and an employee who quits shall be sent his pay cheque not later than the next regular pay day.

ARTICLE 11 - SAFETY, SANITATION AND SHELTER

11.01 The Employer, where possible, will provide a separate, adequately-heated lunch room to be maintained in a sanitary condition.

The Employer will provide a separate, adequately-heated change area in which the employees may wash, change and store their clothing. This change area shall be securely locked when not in use;

11.02 The Employer will provide iced drinking water, paper cups, water scoop, paper towels and portable flush toilets.

11.03 The Employer will supply the employees, except Journeymen, with whatever tools are necessary to perform the job functions assigned.
11.04 Every employee shall, as a condition of employment, be required to wear a safety helmet and safety boots of a type approved by the Construction Safety Association. Every employee shall also have a hammer with him for his daily duties.

11.05 As warranted, when gunite, spray painting, coating, grinding, sandblasting or similar work is being performed, coveralls and gloves shall be provided by the Employer and such clothing shall remain the property of the Employer.

11.06 The Employer agrees that no employee shall be employed on grinding for a period of more than two (2) consecutive weeks without being allowed to work for one (1) week on work of a more congenial nature.

11.07 The Employer shall, at his own expense, furnish to any employee injured in his employment who is in need of it, immediate conveyance to a hospital or to a physician. It is further agreed that an ambulance shall be used where necessary and possible.

11.08 An employee who is injured during working hours in a compensable injury and is required to leave for treatment, or is sent home for such injury, shall receive payment for the remainder of the shift at his regular rate of pay.

11.09 The Employer agrees that all employees will be allowed a coffee break of a maximum of fifteen (15) minutes duration during the hours of work in each half of their respective working shifts. Employees will be allowed one-half (½) hour lunch break between 11:30 a.m. and 12:30 p.m. These limits may be suspended during periods of emergency.

11.10 Health & Safety Representatives and Members of Joint Health & Safety Committees

Subject to the rights of the Union or Shop Stewards in the case of layoffs as provided for in this Collective Agreement, a Health and Safety Representative and/or a member of a joint Health and Safety Committee shall be one of the last five (5) employees retained on any job provided that he is competent and capable of performing the remaining work.

11.11 Ergonomics Training

(a) As a condition of employment, newly-hired employees who are members of the Union shall be required to attend and successfully complete the Ergonomics Training Course offered by
the Labourers' Local 183 Members Training Fund. The employee must take the course no later than three (3) months from hiring.

(b) On-site supervisory personnel of any Employer shall be required to attend and successfully complete the Ergonomics Training Course offered by the Labourers' Local 183 Members Training Fund by April 30, 1993.

(c) Union Stewards shall be required to attend and successfully complete the Ergonomics Training Course offered by the Labourers' Local 183 Members Training Fund by April 30, 1993.

ARTICLE 12 - WELFARE AND PENSION

12.01 Prepaid Legal Benefits Fund

The Employer agrees to pay the sum of seven cents (.07¢) for each hour worked by each employee covered by this Agreement, this sum to be increased effective October 1, 2006 to ten cents (.10¢) for each hour worked by each employee covered by this Agreement, to the Labourers' Local 183 Prepaid Legal Benefits Fund, which is jointly administered by an equal number of Employer and Union Trustees for the purpose of providing legal benefits to such employees and their beneficiaries.

The Employer shall remit contributions to the Labourers' Local 183 Prepaid Legal Benefits Fund monthly, together with a duly-completed employers' report form, by the fifteenth (15th) day of the month following the month for which the payment is due.

12.02 Members' Benefit Fund

For the purpose of purchasing weekly indemnity, life insurance, medical, dental and other similar benefits, the Employer agrees to pay for each hour worked by employees covered by this Agreement into the Local 183 Members' Benefit Fund, jointly administered by an equal number of Employer and Union Trustees, the following:

Effective May 1, 2004, the sum of one dollar and sixty-five cents ($1.65);
Effective October 1, 2004, the sum of one dollar and seventy-five cents ($1.75);
Effective October 1, 2005, the sum of one dollar and eighty-five cents ($1.85); and
Effective October 1, 2006, the sum of one dollar and ninety-five cents ($1.95).
The Employer shall remit contributions to the Labourers’ Local 183 Members’ Benefit Fund monthly, together with a duly-completed report form, by the fifteenth (15th) day of the month following the month for which payment is due.

12.03 Pension Fund

The Employer agrees to pay for each hour worked by employees covered by this Agreement into the Labourers’ Pension Fund of Central and Eastern Canada, jointly administered by an equal number of Employer and Union Trustees, the following:

Effective May 1, 2004, the sum of two dollars and twenty cents ($2.20);
Effective October 1, 2004, the sum of two dollars and forty cents ($2.40);
Effective October 1, 2005, the sum of two dollars and sixty cents ($2.60); and
Effective October 1, 2006, the sum of two dollars and eighty cents ($2.80).

The Employer shall remit contributions to the Labourers' Pension Fund of Central and Eastern Canada monthly, together with a duly-completed report form, by the fifteenth (15th) day of the month following the month for which payment is due.

12.04 Training Fund

The Employer agrees to contribute the sum of fifteen cents (.15¢) for each hour worked by employees covered by this Agreement into the Labourers’ Local 183 Members Training and Rehabilitation Fund.

The Employer shall remit contributions to the Labourers’ Local 183 Members Training and Rehabilitation Fund monthly, together with a duly-completed report form, by the fifteenth (15th) day of the month following the month for which payment is due.

12.05 It is agreed that by joint agreement the Trustees of the Benefit Fund shall be empowered to charge interest at the rate of one and one-half percent (1½%) per month upon the failure of the Employer to make payments due to the Benefit Fund in accordance with Article 12.02. It is further agreed by the Union and the Employer that interest at the rate of one and one-half percent (1½%) per month upon the failure of the Employer to make payments due to the Benefit Fund in accordance with Article 12.03.
ARTICLE 13 - REINSTATEMENT UPON RETURN FROM ABSENCE RESULTING FROM COMPENSABLE ACCIDENT

13.01 An employee injured in the performance of his duties will resume his regular work when medically fit to do so if work is available and he applies. The job of an injured worker shall be deemed available if, upon his return, any work within his classification of any project under this Agreement is being performed by an employee who, subsequent to the time of injury, was hired by the Employer or transferred or otherwise assigned to perform any work within the said classification on any project covered by this Agreement. Any employee who claims he has been denied employment contrary to this provision may have recourse in the Grievance and Arbitration Procedures as set out in Articles 4 and 5 of this Agreement.

ARTICLE 14 - GOVERNMENT LEGISLATION

14.01 In the event that any of the provisions of this 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 Agreement.

ARTICLE 15 - DURATION

15.01 This Agreement shall become effective the 1st day of May, 2004 and shall remain in effect until the 30th day of April, 2007, and shall continue in force from year to year thereafter unless either party shall furnish the other with Notice of Termination of, or proposed revision of, this Agreement not more than one hundred and twenty (120) days and not less than thirty (30) days before the 30th day of April, 2007 or in a like period in any year thereafter.

IN WITNESS WHEREOF the Party of the First Part and the Party of the Second Part have caused their proper officers to affix their signatures at Toronto the day of January, 2005
SCHEDULE "A"

HOURS OF WORK AND OVERTIME FOR CONCRETE REPAIRS AND RESTORATIONS

A.1.01  (i) The regular working day for all employees engaged in building restorations shall consist of nine (9) hours per day between the hours of 8:00 a.m. and 5:30 p.m. The regular work week shall consist of forty-five (45) hours per week, Monday to Friday inclusive.

(ii) Make-up time may be worked on a voluntary basis and there shall be no discrimination against any employee working or refusing to work make-up time. Saturdays, Sundays and Statutory Holidays are excluded from make-up time.

A.1.02  Overtime

The overtime rate for all work performed outside the regular working day and the regular working week, as specified in Article 1.01 above, shall be paid for at the rate of time and one-half of the employee’s current regular rate, save and except Sundays and Statutory Holidays. Overtime shall be on a voluntary basis provided the employee is capable of performing the work available, and provided that there shall be no discrimination in allocating overtime.

A.1.03  Sundays and Statutory Holidays

All work performed on Sundays and the following Statutory Holidays shall be paid for at the rate of double the employee’s regular rate:

- New Year’s Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

and any other statutory holiday legally declared by the Federal or Provincial Governments.

A.1.04  Vacation and statutory holiday pay shall be paid to employees covered by this Collective Agreement at the rate of ten percent (10%) of the gross wages earned. It is understood and agreed that five percent (5%) of the gross is to be considered in lieu of statutory holiday pay.

A.1.05  It is further understood and agreed that the vacation pay and statutory holiday pay will be paid to employees in two (2) installments on July 1st and November 1st in each year.
A.1.06 Vacation periods shall be scheduled by mutual consent of the Employer and the employee. Vacation periods shall be limited to a maximum of three (3) weeks per calendar year.

CLASSIFICATION AND WAGES FOR CONCRETE REPAIRS AND RESTORATIONS

A.2.01

<table>
<thead>
<tr>
<th>Group 1: Carpentry and Hydro Demolisher</th>
<th>October 1, 2004</th>
<th>October 1, 2005</th>
<th>October 1, 2006</th>
</tr>
</thead>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Group 2: Skilled Worker</th>
<th>October 1, 2004</th>
<th>October 1, 2005</th>
<th>October 1, 2006</th>
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<td></td>
<td>$16.50</td>
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NOTE:

(a) The Employer hereby agrees that a Crew Leader shall receive one dollar ($1.00) per hour above the hourly rate of the highest classification paid in this group.

(b) The Employer hereby agrees that a Foreman shall receive two dollars ($2.00) per hour above the highest paid classification in the group he supervises.

(c) No employee shall receive a reduction in his take-home pay due to the implementation of this Agreement.
SCHEDULE “B”

JURISDICTION AND CLASSIFICATION OF WORK COMING UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT AS OUTLINED HEREIN

C.1.01 All Working Foremen, Journeymen and Journeymen Trainees may be required to work on swing stages, bosuns chairs, upright and suspended scaffold, while employed on all steeplejack and restoration work contracted by the Employer or structures such as buildings, bridges, elevators, smoke stacks, silos, decks, piers and harbours, etc.

Steeplejack and restoration work to be performed shall include but not be limited to the following:

The preparation and application of all materials necessary for weatherproofing and the preparation of all surfaces to receive same, whether done pneumatically, mechanically, or by hand methods; the preparation and application of all clear and opaque weatherproofing materials and the preparation of all surfaces to receive same; sandblasting and acid etching for application of waterproofing; weatherproofing, caulking and pointing materials, vapour barriers, membranes and waterproof paint, etc.; preparation for and application of conductive coating-type cathodic protection systems including associated conductive coating and associated low voltage D.C. wiring and conduit; preparation for and application of polymeric compounds for repair of concrete, brick and steel surfaces, etc., including pressure injection, patching, coating, topping, etc.; the rigging for all materials used in work to be performed; all methods of building cleaning, interior and exterior; repairing; replacement and restoration of all materials, whether brick, stone or concrete; the inspection and maintenance repairs of common brick, radial brick or concrete industrial chimneys; also the maintenance dismantling and repair or erection of steel stacks, the sandblasting of and painting of structures, tanks, etc., all common to the restoration contracting business, helpers and labourers unskilled, skilled, sweeper operators, scaffold erectors, tractor drivers (with or without attachment), small equipment operators, bobcat and emco drivers, scissor liftman, reinforced concrete workers, rebar and wire mesh installer, all machine-driven tools by case, electric or air, welders and welders helpers, grout machine mixer man, grout machine injectors, epoxy applicators, and similar materials, formbuilders, carpenters and installer sandblasters, tuch pointers (both brick and block), mortarmen, cement finisher (fine), concrete finishers (rough finish), hydro demolisher and lance operator, stone carvers and masons, brick applicators, the application of all materials required in the restoration and damp-proofing of structures, all swing stage installations, compressor men, pump operators, painters and plasterers, asbestos removal and all toxic materials removals, sheeting shoring and timbermen, heatermen, tool cribman, warehouse man, metallic
grouting, installation of all types of asphalt by any mode or method and other bituminous coating hot or cold including reinforcing membranes and protective coverings or surfaces, caulking for the purpose of damp-proofing and vapour barriers, installation of all insulation in conjunction with the restoration weatherproofing, damp-proofing and roofing, installation of expansion joint materials for any purpose, installation of hot and cold mastics and plastics, truck drivers, boom truck drivers and man and material hoist operators.

WORKING DUES

C.2.01 Working dues shall be at the rate of two and one half percent (2½%) of gross wages for each employee covered by this Agreement, and the Employer agrees to remit the said working dues, together with a list of names, social insurance numbers and numbers of hours worked for those on whose behalf such deductions were made, not later that the fifteenth (15th) day of the month following the month for which the deduction is made.

It is agreed that the Employer shall use the Employers Remittance Form with respect to the remittance of the working dues and information herein required.

REPORTING ALLOWANCE

C.3.01 An employee who reports for work at the Employer's job site or shop, unless directed not to report the previous day by his Employer, and for whom no work is available due to reasons other than inclement weather shall receive a minimum of four (4) hours' reporting time and shall receive a minimum of four (4) hours' reporting time and shall remain at work if requested to do so by the foreman.

C.3.02 An employee who reports for work at the Employer's job site or shop, unless directed not to report and for whom no work is available due to inclement weather, shall receive a minimum of one (1) hour's reporting time, provided the employee remains on the job for one (1) hour after his designated starting time if requested to do so by the foreman.

C.3.03 An employee who in the course of his shift is directed by the Employer to wait on a job or travel from one job site to another job site shall be paid for such waiting or travel time.

SHIFT PREMIUMS

C.4.01 Where three (3) shifts are worked, the shift times shall be as follows:
Where three (3) shifts are working involving payment of Saturday or Sunday overtime under this provisions of this Agreement, it is agreed that shift premiums, where applicable, will be paid in addition to overtime.

All second shift work to be paid at time and one-eighth the regular shift rate, and all third shift work to be paid at time and one-quarter the regular day shift rate.

**OUT-OF-TOWN ALLOWANCE**

**C.5.01** In regard to out-of-town allowances, it is understood that if the Employer requires an employee to be out of town overnight upon prior notice, the Employer will provide suitable room and board for the employee up to a maximum of forty-five dollars ($45.00) per day or a maximum of two hundred and twenty-five dollars ($225.00) per week. However, if the employee is more than one hundred and fifty (150) kilometres out of Toronto then such room and board shall be payable to a maximum of seven (7) days per week.

**C.5.02**

(i) **ZONE 1** - is the geographic area bordered by: *Highway 10 on the West; Highway 7 on the North; The York/Ontario County Line on the East; and Lake Ontario on the South.*

(ii) **ZONE 2** - is the geographic area within the following borders: *beginning at the point where Burloak Road projected southerly would meet Lake Ontario the West border is Burloak Road running North to King/Gormley/Stouffville Sideroad; the North border is the King/Gormley/Stouffville Sideroad running Easterly to the York/Ontario County Line running Southerly from the King/Gormley/Stouffville Sideroad to Highway 7; the South border, in part, is Highway 7 running from Brock Road westerly to Highway 10; Highway 10 running southerly from Highway 7 and projected to Lake Ontario is, in part, the East border; Lake Ontario from a projected Highway 10 to a projected Brock Road is, in part, the South border;* AND the Municipalities of Burlington, Ajax and Oshawa.
(iii) ZONE 3 - is the geographic area bordered by Highway 25 on the West; Highway 9 on the North; Brock Road on the North; Brock Road on the East; the King/Gormley/Stouffville Sideroad on the South.

(iv) ZONE 4 - is the geographic area bordered by Highway 25 on the West; Highway 89 on the North; Brock Road on the East; Highway 9 on the South.

(v) ZONE 5 - is the geographic area of the County of Simcoe lying North of Highway 89.

The Employer may provide transportation in lieu of travel allowances. The assembly point will be within Zone 1.

Travel time is in addition to the normal working day.

C.5.03 It is understood that when an employee is sent out of town by the Employer in circumstances contemplated by paragraphs (ii) and (iii) above, the Employer will maintain the rate of wages, hours of work and fringe benefits provided for in this Agreement including, without limiting the generality of the foregoing, vacation and statutory holiday pay and the contributions to welfare, pension and training as provided herein.

C.5.04 Where the Employer supplies transportation and were an employee is required by the Employer to report to a yard or assembly point within Metropolitan Toronto before going to a job outside of Metropolitan Toronto, the employee will be paid at straight time while traveling to and from the job in excess of one-half (½) hour each way.
TRAVELLING ZONES

ZONE 5
($15.00 per day)
Highway No. 89

ZONE 4
($11.00 per day)
Highway No. 9

ZONE 3
($10.00 per day)
King/Gormley/Stouffville Sideroad
AND the Municipalities of: BURLINGTON, AJAX and OSHAWA
($8.00 per day)

ZONE 2
($8.00 per day)
Highway No. 7

ZONE 1
(Including the Township of Pickering)

LAKE ONTARIO
## SUMMARY - BENEFIT SCHEDULE

May 1, 2004 - April 30, 2007

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<th>Fund Type</th>
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Vacation and Statutory Holiday Pay: 10% of total gross wages.

Working Dues: 2 1/2% of total gross wages
LETTER OF UNDERSTANDING NO. 1

The Parties agree that, upon notice of either party in the month of March in each year that this Collective Agreement is in effect, they will meet to review the state of the industry. Specifically the parties will review the applicability of this Collective Agreement, and its various terms and conditions, to the Restoration industry as a whole. The parties may mutually agree to vary or alter the terms and conditions of this Collective Agreement but in the event the parties are unable to do so, either party may make its' proposals the subject of a grievance which will proceed under the arbitration provisions of this Collective Agreement for final and binding determination by an Arbitrator.

For: THE EMPLOYER

[Signature]

(Print Name)

For: UNIVERSAL WORKERS UNION,
LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA LOCAL 183

[Signature]

(Print Name)
LETTER OF UNDERSTANDING NO. 2

The Parties agree that in the event that an Employer which is not a member of the Association desires or is required to enter into a collective agreement with the Union, then the Union agrees that the specific and individual terms and conditions of that collective agreement will in no way be more beneficial to the Employer than the specific and individual terms and conditions of the collective agreement with the Association.

The Parties agree that this Letter forms part of this Collective Agreement and may be enforced as such.

For: THE EMPLOYER

[Signatures and Print Names]

For: UNIVERSAL WORKERS UNION,
LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA LOCAL 183

[Signatures and Print Names]
LETTER OF UNDERSTANDING NO. 3

The Parties recognize the growing problem of non-Union competition of work covered under this Agreement, and agree that in the event the Employer experiences difficulties in abiding by this Collective Agreement to meet and endeavour to resolve the problem. With respect to such situations, the parties agree that the past practice of the Employer will be used in interpreting the terms of the Collective Agreement.

The Parties agree that this Letter forms part of this Collective Agreement and may be enforced as such.

For: THE EMPLOYER

For: UNIVERSAL WORKERS UNION,
LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA LOCAL 183

(Print Name)

(Print Name)
LETTER OF UNDERSTANDING NO. 4

Re: Industry Development Fund

The Employer and the Union agree to form a sub-committee in order to establish an Industry Development Fund which shall be managed and/or trustee by participating employer associations. The sub-committee will be made up of representatives of the Union, the Association and other interested employer associations to review and determine the governance of the Fund, its terms of reference and the amount to be contributed per hour. It is agreed that if the Union, the Association and the participating employer associations reach an agreement upon the establishment of the Fund it shall be effective January 1, 2005.

It is agreed that one of the issues which will be discussed by the sub-committee will be the ability of the Labourers' Canadian Tri-Fund to make proposals for funding from the Industry Development Fund if and when it becomes established.

SIGNED and DATED at Toronto this 7th day of January 2005

For: THE EMPLOYER

[Signature]

(Print Name)

For: UNIVERSAL WORKERS UNION,
LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 183

[Signature]

(Print Name)
LETTER OF UNDERSTANDING NO. 5

Re: Union Dues

With respect to the deduction and remittance of Local 183 Union dues provided for in Article 2.02, the parties agree as follows:

1. Of the working dues deducted and remitted under this Collective Agreement, fifteen cents (15¢) may be remitted to the Ontario Provincial District Council (OPDC) of LIUNA after, and provided that,

   (a) the Organizing Trust Fund, and the OPDC Motions thereto, are found to be proper and valid at the conclusion of the Court and other legal proceedings;

   (b) such remittances and deductions are approved by the members that regularly work under this Collective Agreement in a separate secret ballot vote concerning this specific issue.

2. Other than with the regular dues which are set by the International Convention of LIUNA, there shall be no increase in the amount of dues and assessments deducted and remitted pursuant to the terms of this Collective Agreement unless such increases are approved by a secret ballot vote of the members normally working under this Collective Agreement.

SIGNED and DATED at Toronto this 12th day of January, 2005

For: THE EMPLOYER

[Signature]

(Print Name)

For: UNIVERSAL WORKERS UNION,
LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA LOCAL 183

[Signature]

(Print Name)