SPLICING AND CABLE TV AGREEMENT

BETWEEN

QX TECHNOLOGY AND QX SPLICING,
DIVISIONS OF QX LTD.
(hereinafter referred to as “the Employer”)
OF THE FIRST PART;

- AND -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, ONTARIO PROVINCIAL DISTRICT COUNCIL
AND ITS AFFILIATED LOCAL UNIONS,
183, 493, 527, 607, 625,
837, 1036, 1059, 1081 and 1089,
each of which Council and the Local Unions, are parties to this Agreement
(hereinafter referred to as “the OPDC” / “the Union”)
OF THE SECOND PART.

EFFECTIVE
NOVEMBER 1, 2016 TO OCTOBER 31, 2019
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SPLICING AGREEMENT

THIS AGREEMENT SHALL BECOME EFFECTIVE

on the 1st day of November, 2016

BETWEEN

QX TECHNOLOGY AND QX SPliciNg, DIVISIONS OF QX LTD. 
(hereinafter referred to as “the Employer”) 
OF THE FIRST PART;

- and -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, 
ONTARIO PROVINCIAL DISTRICT COUNCIL 
AND ITS AFFILIATED LOCAL UNIONS, 
183, 493, 527, 607, 625, 
837, 1036, 1059, 1081 and 1089, 
each of which Council and the Local Unions, 
are parties to this Agreement 
(hereinafter referred to as “the OPDC” / “the Union”) 
OF THE SECOND PART

WHEREAS the parties intend to reach Agreement on the terms and conditions of employment for employees engaged in cable splicing and the installation of cable TV services and the maintenance of cable throughout the Province of Ontario and 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 – RECOGNITION

1.01 The Employer recognizes the OPDC and its affiliated Local Unions, 183, 493, 527, 607, 625, 837, 1036, 1059, 1081 and 1089, all of whom are parties to this Agreement, as the sole and exclusive bargaining agent for all employees of the Employer engaged in cable splicing (which, for clarity, includes locating of trouble faults in conjunction therewith), and the installation and maintenance of cable and satellite television and related services in the Province of Ontario, save and except non working foremen and persons above the rank of non-working foreman.

1.02 Each of the Local Unions listed in Article 1.01 above, agrees with all others, with the OPDC and with the Employer:

   (a) to maintain the OPDC as their representative and agent for the purpose of bargaining collectively and concluding a Collective Agreement with the Employer in accordance with the Uniform OPDC Constitution; and

   (b) to delegate and they do hereby delegate to the OPDC, acting as their representative and agent, their authority, as aforesaid, for members of their respective Local Unions who come within the scope of this Agreement and agree not to withdraw such authority nor to seek to bargain individually with the Employer.

1.03 The Employer acknowledges and agrees that the Union’s exclusive jurisdiction under this Agreement includes, but is not limited to the following work, notwithstanding the claims of any other trade union, namely: all power tools driven by gas, air or electric, trucks, including pickups normally driven by members of the Labourers Union, boom trucks (8-ton and under), pole trucks, dump trucks and stake trucks, bore machines under 8”, including truck-mounted, wet bore machines and torpedoes, chain saws, concrete saws, sod cutters, jack hammers, spade guns, rotary guns, water pumps under 6”, power sweepers, compactors, power tampers, drillers, including hydraulic, small trenchers, small machines or similar machines, skid-mounted winch lines for pulling cables, asphalt rollers, remote-controlled equipment and high pressure water equipment vacuum excavation equipment.

   Loading, unloading, sorting, stockpiling of all materials, the wrapping, coating, treating, handling, installation and distribution of all materials, including placing, setting and removal of coverings, fusing,
welding, installation of all pipe or cables, piles and cribbing, driving of sheet pilings, lagging and shoring of all ditches, trenches and manholes, handling, setting and discharge of explosives, handling, mixing, pouring or pumping of concrete, installation of reinforcing steel or similar material and the handling and placing of other materials for saddles, beds or foundations for the protection of pipe, wires, conduits, etc., backfilling and compacting of all ditches, resurfacing of roads, streets etc. and/or restoration of lawns and landscaping.

Clearing and site preparation as described herein: cutting or jack hammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools, digging of trenches, ditches and manholes and the levelling, pumping, grading and other preparation prior to laying or pulling pipe conduit or any cable for any purpose.

All work in connection with the cutting of streets and ways for the installation of CATV poles and anchors, laying of pipes, cables or conduits for CATV; digging of trenches, manholes, etc., the handling and conveying of all materials, concreting, backfilling, grading, restoring, resurfacing and all other labour work connected therewith.

All underground tunnel work, including the operation of all equipment underground

1.04 Cross-Over Clause
In the event the Employer performs other construction work, including but not limited to, road building, sewer and watermain construction, pipeline construction, heavy construction or utility work, other than cable TV services, the Employer agrees to be bound by the applicable Union Agreement. The applicable Union Agreement for utility work, other than cable TV services, shall be the Collective Agreement between the Utility Contractors Association and the Labourers International Union of North America, Ontario Provincial District Council.

1.05 Sub-Contracting
The Employer agrees to employ only subcontractors who are in contractual relations with the Union for the installation of manholes in the Province of Ontario.
ARTICLE 2 – UNION SECURITY

2.01 The Employer agrees to contact the Union for its needed supply of workers who shall be required to maintain their union membership while working within the bargaining unit. When additional employees are required, this request will be made to the Local Union in whose geographic jurisdiction the project is located, as per Appendix “A” attached hereto.

2.02 Each Employer recognizes the right of the Union to select or otherwise appoint a reasonable number of stewards to assist employees in presenting any complaints and/or grievances they may have to representatives of management. The Union shall be required to notify the company supervisor of the names and number of stewards on each particular job.

2.03 Representatives of the Union shall have access to the area of work during working hours, but in no case will such representatives interfere with the progress of the work.

2.04 In the event of a layoff, one (1) steward for each twenty-five (25) employees or fraction thereof in excess of multiples of twenty-five (25) will be retained in employment, provided such stewards are qualified to perform the work available. The Union Steward will not be excluded from overtime work, provided they are able to do the work required and shall be one (1) of the last three (3) men retained by the Employer, provided they are capable to perform the available work remaining.

2.05 No employee will receive a reduction in wages, benefits or any other term or condition of employment as a result of this Agreement.

2.06 When an employee is required to attend a meeting with management concerning discipline, or a matter under investigation which may lead to discipline, management will inform the employee of the employee’s right to have a union steward present at the meeting prior to the start of the meeting. The employer will arrange for a union steward to be present without undue delay and without further discussion of the matter. The union steward shall be present during such meeting unless the employee provides written consent to waive representation by a union steward. In the event that the Union Steward cannot be present at the meeting, the Union’s Business Representative will stand in the Union Steward’s place. Notwithstanding the foregoing, when:
(a) both a Union Steward and a Union Representative are not available within 48 hours of notice by the employer, or at risk,

(b) a meeting is required in the context of an emergency where public health and safety is the employer may carry on with a meeting with the employee in the absence of a Union Steward and a Union Representative, but shall promptly provide written minutes of such meeting to the Union.

2.07 Whether or not the Steward or Union Business Representative is present, in all cases where discipline results, other than a suspension or discharge, written notice of such discipline shall be given to the employee. The Employer will also supply a copy of written notice to the Union within 48 hours of the meeting. Unless written notice is so issued, no disciplinary action will be considered to be recorded. At the employee’s request, the Employer shall supply a copy of any document relevant to the matter in question in the employee’s personnel file.

2.08 **Suspension or discharge notification**

An employee who has been suspended or discharged shall be advised in writing by the Employer. The Steward or Union Business Representative will be advised in writing within one (1) working day of the act of suspension or discharge and reason therefore.

2.09 **Discipline**

Any discipline issued to an employee will not be relied upon by the Employer for further progressive discipline after a period of twelve (12) months.

**ARTICLE 3 – MANAGEMENT RIGHTS**

3.01 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, including the right to manage the jobs, 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 other schedules of production, to judge the qualifications of employees and to maintain order,
discipline and efficiency;

(b) to hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been suspended, disciplined or discharged without a reasonable cause shall be subject to the provisions of the grievance procedure;

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

3.02 It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Collective Agreement.

ARTICLE 4 – UNION MEMBERSHIP AND CHECK-OFF OF UNION DUES

4.01 Check Off of Union Dues/Monthly Dues

(a) The employer agrees to deduct from each employee covered by the terms of this Agreement, local union working dues at the rate of three percent (3%) of the hourly wage rate for each hour worked which shall be remitted to the Secretary Treasurer of the applicable Local Union by the fifteenth (15th) day of the month following the month in which such deductions were made.

(b) Ontario Provincial Council dues consisting of forty cents ($0.40) per hour for each hour worked shall be deducted and remitted by the Employer directly to the Labourers’ Pension Fund of Central and Eastern Canada along with the pension contributions.

(c) Monthly Working Dues of thirty-six dollars ($36.00) to be paid to the Local Union until December 31, 2016 and thirty-seven dollars ($37.00) until December 31, 2017 and thirty-eight dollars ($38.00) until December 31, 2018.

(d) The amounts of Ontario Provincial District Council working dues deductions, as well as the recipient of said deductions, may only be altered by the Secretary Treasurer of the Ontario Provincial District Council on forty-five days notice in writing to the Employer. In the event of a conflict
between this provision and any other article or section of this Agreement, including the appendices and local union schedules, this provision shall prevail.

(e) The Employer shall, when remitting such dues, submit a list of names, social insurance numbers for and on whose behalf such deductions were made, on one (1) Standard Benefits Reporting Form showing all applicable deductions and/or contributions.

(f) The aforesaid remittances shall be made directly by the Employer as aforesaid notwithstanding anything contained in any other Article, Appendix or Schedule to this Agreement.

4.02 The Union agrees to save the Employer harmless from any and all claims which may be made against the Employer for amounts deducted as herein provided.

4.03 The employer will grant upon request three (3) working days leave of absence with pay at the rate of one hundred and twenty-five dollars ($125.00) per day in the event of the death of an employee’s father, mother, spouse, child, brother or sister, or wife’s parents and shall only be granted for the purpose of attending the funeral and/or making funeral arrangements. This payment will not apply where it is covered by an employee’s existing benefit plan.

ARTICLE 5 – LAY-OFF

5.01 When an employee is laid off, the Employer shall provide or mail him, within two (2) regular working days, his Record of Employment, Vacation Pay and his pay in full. The Employer may rehire said employee provided he is on the out-of-work list and upon the condition that the employee obtain an up-to-date work permit by the Union Dispatcher.

5.02 Notification to, or attempted notification of layoff to any employee on a Saturday, Sunday or Statutory Holiday shall be considered improper notice.

5.03 All existing employees who have completed training with the Employer must be recalled to employment prior to the hiring of any new employee.
ARTICLE 6 – NO STRIKES OR LOCKOUTS

6.01 During the term of this Agreement, the Employer agrees that it will not cause or direct any lockout of its employees, and the Union agrees that there will be no slowdown, strike, or other stoppage of or interference with work.

ARTICLE 7 – MOBILITY

7.01 Regular employees of the Employer may be classified as key men and the Employer shall be allowed mobility of key men within the area of this Collective Agreement.

7.02 The Employer agrees to notify the Ontario Provincial District Council and the Local Union of any contracts awarded and expected to last more than three (3) weeks and shall, in such notice, describe the location and nature of the proposed work and probable date of commencement of such work, in order that a pre-job conference can be held, if necessary, before the start of the job.

7.03 It shall be the purpose of the pre-job conference to agree to such matters as employment requirements, mobility of and the number of key men, experienced and capable Union members, probable duration of the job and any other matter related to the job.

ARTICLE 8 – PROTECTIVE CLOTHING

8.01 The Employer shall provide employees with such protective and wet weather clothing, including rain suits, safety vests, safety glasses, ear protection and gloves, other than normal gloves, as may be needed.

8.02 The Union recognizes the right of the Employer to economically supervise the distribution of the clothing provided and will cooperate with the Employer to prevent wasteful practices.

8.03 All splicers in Schedule A will receive four hundred dollars ($400.00) per calendar year as boot, clothing and cleaning allowance, in addition to the employer implementing a coverall service valued at two hundred dollars ($200.00) per splicer per calendar year. Small tools to be supplied by the Employer.
ARTICLE 9 – HOURS OF WORK

9.01 The regular hours of work shall be fifty (50) hours per week or ten (10) hours per day. In Board Area 8, the regular hours of work shall be forty-five (45) hours per week or nine (9) hours per day. All hours beyond that and Saturday will be one and one half times (1½x) base rate. Sundays and Statutory Holidays shall be two times (2x) the Employer’s hourly wage rate.

The fifty (50) hours per week may be worked over a four (4) days period if agreed upon by Management and the Union.

9.02 Employer shall pay a shift premium of two dollars ($2.00) per hour where the employer instructs an employee to work between 6:00 p.m. and 6:00 a.m. as well as any after hours on call work.

ARTICLE 10 – TRAVEL

10.01 Province of Ontario

10.02 Employees asked to use their own vehicle to travel from the Employer’s yard to the job site will receive fifty-five cents ($0.55) per kilometer each way.

10.03 Room & Board

Employees sent by the Employer to a job, and who is required by the Employer to remain away at a hotel room, will be paid a room and board allowance of one hundred twenty-five dollars ($125.00) per day.

Where the Employer has asked an employee to work more than one hundred (100) kilometers from the Employer’s base of operation and stay the night in such location, and the Employer, in its sole and absolute discretion, mandates due to inclement weather that such employee not work at least four hours in a day while such employee is in such location, Employer shall pay such employee four (4) hours of wages for such day.

10.04 Technicians that are working home dispatch will receive job time only.

10.05 QX supervisors would not instruct an employee to work in excess of Ministry of Labour requirements. QX has hotel agreements in place so if a splicer is working away from home they have accommodations paid for.
ARTICLE 11 – VACATION AND HOLIDAY PAY

11.01 Vacation pay and holiday pay allowances will be paid to employees at the rate of ten percent (10%) of gross earnings. This will cover vacation pay and all Statutory Holidays. It is understood and agreed that two percent (2%) increase is included in the total wage package amounts for each local union.

11.02 All work performed on Sundays, New Year’s Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, Family Day and any other statutory holiday declared by the Federal or Provincial Government shall be paid for at the rate of double time (2x), including Heritage Day.

ARTICLE 12 – REPORTING ALLOWANCE

12.01 The Employer shall pay one (1) hour time (at the start of the day) when inclement weather prevents work. If the employee is notified the day before, no time will be paid.

12.02 An employee who reports to work, but no work is available, will receive four (4) hours pay.

ARTICLE 13 – RATES OF WAGES, CONTRIBUTIONS AND DEDUCTIONS & CLASSIFICATIONS

13.01 Attached hereto is Schedule “A”, which sets forth the rates of wages to be paid to the employees performing splicing and the amount of contributions to be paid by the Employer to the Union’s Trust Funds for health and welfare, pension and other employee benefits, as well as the amounts of union dues to be deducted.

13.02 Each Employer shall make contributions to the applicable Employee Benefit Plan as shown on the following Schedule (Applicable Funds) on behalf of the Locals shown on a per hour basis for each hour worked. Such contributions shall be paid on or before the fifteenth (15th) day of the month following the month in which such hours were worked and shall be accompanied by a remittance report form for such employees as prescribed by the Trustees of the Fund. Each monthly report and contributions shall include all obligations arising from hours worked up to the close of the Employer’s payroll ending nearest to the last day of the preceding calendar.
month. Such contributions shall be made payable by cheque to the applicable fund.

13.04 In the event that during the term of this Collective Agreement industry development or practice results in a requirement for classifications within the jurisdiction of the Union not provided for herein, the Employer and the Union shall meet within fifteen (15) days notice of either upon the other and commence negotiations, the sole and restricted purpose of which shall be to establish such classifications and the wage rates applicable thereto; it is further agreed that unless the parties reach agreement on the aforesaid within fifteen (15) days of such meeting, the matter in dispute shall then be submitted and resolved in accordance with the grievance clauses set forth in this Agreement.

13.05 Within fifteen (15) days of written notice to the Employer, the Union may amend the amount of contributions for pension, welfare, training and deductions for union dues. Any such adjustment shall not affect the total wage package.

ARTICLE 14 - COMPLAINTS AND GRIEVANCES

14.01 It is the mutual desire of the parties to this Agreement that complaints of employees shall be dealt with as quickly as possible.

14.02 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Within twenty (20) days after the circumstances giving rise to the grievance occurred or originated [except in the case of a discharge grievance, which shall be presented within ten (10) working days], the grievance shall be presented to the Employer in writing on the standard form and the parties shall meet within five (5) working days in an endeavour to settle the grievance. If a satisfactory settlement is not reached within five (5) working days from this meeting, then the grievance may be submitted to a Committee consisting of two (2) members of the Union and two (2) members of the Association, at any time within five (5) days thereafter but not later and, if a satisfactory settlement is not reached within five (5) days from this meeting, the grievance may be submitted to arbitration as provided for in Article 15 below, at any time within ten (10) days thereafter but not later. Grievances dealing with alleged violation of payment for
hours of work, rates of pay, overtime, vacation and statutory holiday pay, shift premium, travelling expenses, room and board allowances, reporting allowances and dues may be brought forward within three (3) months of such alleged violations. It is further understood that such grievances may be retroactive to the first day of the alleged violation.

14.03 Benefit grievances shall be brought forward within twelve (12) months after the circumstances, giving rise to the grievance 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 15- ARBITRATION

15.01 Both 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 14 above and which has not been settled, will be referred to a board of arbitration at the request of either of the parties hereto.

15.02 The board of arbitration will be composed of one (1) person appointed by the Association, one (1) person appointed by the Union and one (1) person to act as Chairman, chosen by the other two (2) members of the board.

15.03 Within two (2) working days of the request of either party for a board, each party shall notify the other of the name of its appointee.

15.04 Should the person chosen by the Association to act on the board and the person chosen by the Union fail to agree on a third member as Chairman within five (5) days of the notification mentioned in 15.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate an impartial person to act as Chairman.

15.05 The decisions of the board of arbitration or a majority of such board, constituted in the above manner, or if there is no majority, the decision of the Chairman, shall be binding upon the employees, the Union and the Association.
15.06 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.

15.07 Each of the parties to this Agreement will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expenses, if any, of the Chairman.

15.08 (a) The nature of the grievance, the remedy sought and the section or the sections 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, and any time limits may be extended by agreement in writing;

   (c) If advantage of the provisions of Articles 14 and 15 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.

15.09 Management Grievances and Union Grievances

   It is understood that the Association, on its own behalf or on behalf of any of its member companies, 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 in accordance with Article 14.02 of the grievance procedure set out above.

15.10 A Union grievance, which is defined as an alleged violation of this Agreement involving all or a number of employees in the bargaining unit, in regard to which a number of employees have signified an intention to grieve in writing or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward as a grievance of an employee, subject to the same time limits as in Article 14 and to be processed in accordance with the provisions of Article 14.02 above.
15.11 **Expedited Arbitration System (Applicable to Local 183 & Local 527 Area’s only)**

A. **Arbitrator**

The permanent Arbitrator for the purpose of the Expedited Arbitration Process herein is Robert Herman. In addition, Louisa Davie and/or Jules Bloch may also act as alternates to the permanent Arbitrator, depending on the availability of Robert Herman and each other within the scheduling constraints of this Expedited Arbitration System.

B. **Procedure**

1. The term “grievance” wherever used in this Enforcement Agreement shall mean a grievance concerning the interpretation, application, administration or alleged violation of a provision of the Collective Agreement relating to payment for remittances on behalf of any employee and/or all other monetary provisions established by the Collective Agreement.

2. Any party bound by this procedure may initiate the Expedited Arbitration Process by service of a grievance in writing, by facsimile transmission, regular mail or courier (including Canada Post Courier) upon the Contractor and the Arbitrator.

3. After five (5) business days from service of the grievance, the Union may refer the grievance to Expedited Arbitration hereunder. Notice of such Referral to Expedited Arbitration shall be served by facsimile transmission, regular mail or courier (including Canada Post Courier) upon the Contractor and the Arbitrator.

4. Service shall be effective on receipt if facsimile transmission is used or shall be deemed to have occurred on the third weekday after mailing if regular mail is used.

5. The Arbitrator shall commence the Expedited Arbitration Hearings within five (5) days from service of the Referral. Counsel, if retained by a party, must be able to accommodate the hearing schedule as set by the Arbitrator. Adjournment will not be granted because of unavailability of counsel, for business demands or because a party asks for additional time to prepare.
(6) Subject to the discretion of the Arbitrator, the Expedited Arbitration shall be held at the Union’s premises and may be scheduled by the Arbitrator to commence after business hours.

(7) Where the Arbitrator finds the Contractor in breach of the Agreement, the Arbitrator shall order the Contractor to pay all amounts owing with respect to violations of the Agreement.

i. Where the grievance commenced within ninety (90) days after the circumstances, giving rise to the grievance became known or ought reasonably to have become known to the Union, the Arbitrator shall award the affected employee(s) recovery of one hundred percent (100%) of all unpaid amounts owed directly to the employee(s);

ii. Where the grievance is initiated at any time beyond ninety (90) days after the circumstances, giving rise to the grievance became known or ought reasonably to have become known to the Union, the Arbitrator shall award seventy-five percent (75%) of all unpaid amounts to be paid to the affected employee(s) owed directly to the employee(s). The remaining twenty-five percent (25%) of such amounts shall be paid to a charity of the Union’s choice;

iii. The Arbitrator shall award one hundred percent (100%) recovery of all amounts which should have been remitted under the terms of the Collective Agreement;

iv. The provisions of this section are to be integrated and applied in conjunction with the provisions contained in the Collective Agreement for the filing of grievances and are without prejudice to the rights of any of the parties hereunder.

v. In addition to any other amounts owing under the Collective Agreement, where the Arbitrator finds a violation, then the Arbitrator shall order the Contractor to pay damages of an additional five percent (5%) of the total amount of the award to a charity of the Union’s choice.

(8) The Arbitrator shall not have the jurisdiction to apply any principles of estoppel or waiver to reduce any amounts payable by the Contractor in respect of such violations.
(9) The Arbitrator shall have the power to make the Arbitrator’s costs (fees and expenses) an award or part of an award to be paid by the unsuccessful party.

(10) At Expedited Arbitration the Arbitrator shall not have any power to alter or change any of the provisions of this Enforcement System or substitute any new provisions for any existing provision or give any decision inconsistent with the provision of this Enforcement System and the Collective Agreement.

ARTICLE 16 – SAFETY, COFFEE & LUNCH BREAKS

16.01 Employees will be allowed two paid coffee breaks of fifteen (15) minutes in each working shift.

16.02 Employees shall be allowed a one half (½) hour unpaid lunch break between 11:30 a.m. and 1:00 p.m. It is understood that no employee shall be required to work more than five (5) consecutive hours without a meal break.

16.03 The Employer shall make safety helmets available to employees, which shall be paid for by the employees, at cost, at the time they are supplied. On termination of employment, the employee will be credited with the amount paid, provided the helmet is returned in reasonable condition.

16.04 It is recognized that the job steward may bring to the attention of the foreman any unsafe conditions or violations of safety regulations.

ARTICLE 17 – GOVERNMENT LEGISLATION

17.01 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 provision without in any way affecting the remainder of the Agreement.

ARTICLE 18 – GENDER NEUTRALITY

18.01 In this Agreement, any reference to the masculine gender shall
include the feminine gender and any reference to the feminine gender shall include the masculine gender.

**ARTICLE 19 – ENABLING**

19.01 Where a particular clause, article or provision contained in this Agreement works a hardship in a specific geographic area within the jurisdiction of the Local Union, the Council, in consultation and agreement with the Local Union, may reach a Memorandum of Local Exemption or Amendment, in writing, to exempt or amend the particular clause, article or provision of the Local Union Schedule for the geographic area within the jurisdiction of the Local Union specified in the Memorandum of Local Exemption or Amendment.

**ARTICLE 20 – CONSTRUCTION CRAFT WORKER**

20.01 The parties hereby agree to recognize and support the Construction Craft Worker Apprenticeship with the Ontario Ministry of Training, College and Universities. They also agree to participate on the Local Apprenticeship Committees (LAC) to develop and implement programs and plans of training for work covered by this Agreement.

Such programs and plans shall be incorporated in their entirety into and form part of this Agreement.

The Association shall be entitled to appoint a representative(s) on such committee(s).

**ARTICLE 21 – TRAINING AND OTHER FUNDS**

21.01 The rates of contribution contained in the Appendices to the Agreement include five cents ($0.05) per hour that will be remitted to the Canadian Tri-Fund which consists of the following Trust Funds:

(a) Labourers’ A.G.C. Education and Training Fund

(b) Labourers’ National Health and Safety Fund

(c) Labourers’ Employer Co-Operation and Education Trust Fund
ARTICLE 22 - APPRENTICESHIP PROGRAMS

22.01 The Apprenticeship Programme shall be as negotiated between the Union and the Utility Contractors Association.

ARTICLE 23 - DURATION OF AGREEMENT

23.01 This Agreement shall become effective on the 1st day of November 2016 and shall remain in effect until the 31st day of October 2019 and shall continue in force from year to year thereafter, unless either party shall furnish the other with notice of termination or proposed revision of this Agreement within ninety (90) days before the 31st day of October 2019, 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 signature this 28th day of October, 2016.

On behalf of:  
QX Technology  
a division of QX Ltd.

SIGNATURE  
PRINT NAME

On behalf of:  
LIUNA Ontario Provincial District Council

SIGNATURE  
PRINT NAME

Splicing & Cable TV Agreement
**SCHEDULE “A”**

**SPlicer**

**QX Splicing Wage and Classification Table**

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For Local 183 Health and Welfare, the Retiree Fund is included at the following amounts: Nov 1, 2016 - $0.30; Nov 1, 2017 - $0.40, Nov 1, 2018 - $0.50

*Note: 8% RST needs to be added to Health and Welfare*

*Note: Employer shall pay a Night Shift premium of three dollars ($3.00)/hour where Employer instructs an employee to work between the hours of 6:00 p.m. and 6:00 a.m.*
Labourers’ International Union of North America, Local 183
1263 Wilson Avenue, Suite 200 Phone: (416) 241-1183
North York, Ontario M3M 3G3 Fax: (416) 241-9845

Metropolitan Toronto, the Counties of York and 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 and the County of
Simcoe.

The Counties of Peterborough, Victoria and Haliburton, east part of
Northumberland County on a line running from Lake Ontario to Rice Lake,
including Cramahe, Percy, Seymore, Brighton and Murray Township. The
County of Ontario (with the exception of part of Pickering Township on a line
running from the south of Lake Ontario to the north at the third concession
on Pickering Beach Road) and including all towns and townships therein;
namely, the Town of Whitby, Whitby Township, Uxbridge and Uxbridge
Township, Scott, Reach, Brock, the Town of Port Darlington, Cartwright,
Clark, Manvers, Hope and Caven Townships and the Town of Bowmanville,
Newcastle, Port Hope and Millbrook. The County of Northumberland,
including Hamilton, Halidmand, Alnwick Townships, the Towns of Cobourg,
Grafton and Baltimore, District of Muskoka and the Townships of Rama,
Mara and Thorah in the County of Simcoe.

Labourers’ International Union of North America, Local 183 Kingston
145 Dalton Avenue, Suite 1 Phone: (613) 542-5950
Kingston, Ontario K7K 6C2 Fax: (613) 542-2781

Area 29, the Counties of Lennox, Addington, Frontenac and Leeds. Area
12, Prince Edward County and the Townships of Lake Tudor, Grimsthorpe,
Marmora, Madoc, Elzevir, Rawson, Huntingdon, Hungerford, Sidney,
Thurlow and Tyendinaga in the County of Hastings. Zone IV, all of the County
of Hastings outside Area 12.
Labourers’ International Union of North America, Local 493
584 Clinton Avenue Phone: (705) 674-2515
Sudbury, Ontario P3B 2T2 Fax: (705) 674-6728
The District of Sudbury, Manitoulin Island, Nipissing, Algonquin Provincial
Park, Temiskaming, Parry Sound and part of the District of Cochrane lying
south of the 49th Parallel, including an eighty (80) kilometre radius of the
Timmins Federal Building, including the Town of Chapleau, Cockburn and all
other islands situated in Georgian Bay of Lake Huron, shall be recognized as
being the exclusive territory jurisdiction of Local 493.

Labourers’ International Union of North America, Local 527
6 Corvus Court Phone: (613) 521-6565
Ottawa, Ontario K2E 7Z4 Fax: (613) 521-6580
The Regional Municipality of Ottawa-Carleton, the Counties of Grenville,
Lanark, Russell, Prescott, Dundas, Stormont, Glengarry and Renfrew.

Labourers’ International Union of North America, Local 607
730 Balmoral Street Phone: (807) 622-0607
Thunder Bay, Ontario P7C 5V3 Fax: (807) 622-0454
The Districts of Kenora, including the Patricia portion; Rainy River; Thunder
Bay; and that part of the District of Cochrane which lies north of the forty-
ninth (49th) parallel of latitude and is not in Ontario Labour Relations Board
Area No. 19.

Labourers’ International Union of North America, Local 625
2155 Fasan Drive Phone: (519) 944-3880
Old Castle, Ontario N0R 1L0 Fax: (519) 974-6029
The Counties of Essex and Kent.
Labourers’ International Union of North America, Local 837
44 Hughson Street South  Phone: (905) 529-1116
Hamilton, Ontario L8N 2A7  Fax: (905) 529-2723
Niagara Phone: (905) 227-1837

The County of Wentworth, that portion of Halton County west of Highway 25, extended in a straight line to the Queen Elizabeth Way. For that portion south of the Queen Elizabeth Way, the property line dividing the Petro-Canada and Shell Oil refineries in the County of Halton, and Board Area 5; namely, the Counties of Lincoln, Welland and Haldimand.

Labourers’ International Union of North America, Local 1036
395 Korah Road  Phone: (705) 942-1036
Sault Ste. Marie, Ontario P6C 4H5  Fax: (705) 942-1015

The District of Algoma, including that portion of the District of Algoma which lies north of the 49th parallel of latitude and which is not within the Ontario Labour Relations Board Area

Labourers’ International Union of North America, Local 1059
56 Firestone Blvd.  Phone: (519) 455-8083
London, Ontario N5W 5L4  Fax: (519) 455-0712

The Counties of Middlesex, Huron, Bruce, Perth, Oxford and Elgin, recognized as Ontario Labour Relations Board Area 3.

Labourers’ International Union of North America, Local 1081
330 Industrial Road  Phone: (519) 653-3333
Cambridge, Ontario N3H 4R7  Fax: (519) 653-8086

The Counties of Waterloo, Wellington, Dufferin, Grey, Norfolk and Brant, recognized as Ontario Labour Relations Board Areas 4, 6, 7, 27 and 28.

Labourers’ International Union of North America, Local 1089
1255 Confederation Street  Phone: (519) 332-1089
Sarnia, Ontario N7S 4M7  Fax: (519) 332-6378

The County of Lambton.
This Appendix will set out the name, address and the contributing payment of all Trust Funds.

**Pension and OPDC Dues:**
For all Local Unions, make cheque payable to:

The Labourers’ Pension Fund of Central and Eastern Canada and shall be remitted directly to:

The Labourers’ Pension Fund of Central and Eastern Canada
P.O. Box 9002, Lakeshore West PO Oakville, Ontario L6K 0G1

**Tri-Fund:**
For all Local Unions, make cheque payable to the Canadian Tri-Fund and shall be remitted directly to:

The Labourers’ Pension Fund of Central and Eastern Canada
P.O. Box 9002, Lakeshore West PO Oakville, Ontario L6K 0G1

**Welfare, Vacation and Holiday Pay:**

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<th>Phone/Fax:</th>
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| Local 183 (Toronto) | Local 183 Trust        | Local 183 Benefit Plan Administrators Limited
                                      1263 Wilson Ave., Ste. 205
                                      Toronto, ON M2M 3G2                   | [Tel: (416) 240-7480]
                                      [Fax: (416) 240-7488]                 |
|                     | Administration         |                                      |                                     |
| Local 183 (Oshawa)  | Local 183 Trust        | Local 183 Benefit Plan Administrators Limited
                                      1263 Wilson Ave., Ste. 205
                                      Toronto, ON M2M 3G2                   | [Tel: (416) 240-7480]
                                      [Fax: (416) 240-7488]                 |
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<td>[Tel: (705) 674-2515]</td>
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Splicing & Cable TV Agreement
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<td>88 St. Regis Crescent South</td>
<td>[Fax: (416) 635-6464]</td>
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<td>Local 1036</td>
<td>Labours’ Local 1036 Training</td>
<td>c/o Labours’ Pension Fund</td>
<td>[Tel: (289) 291-3663]</td>
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<td>of C &amp; E Canada</td>
<td>[Fax: (289) 291-0651]</td>
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<td>Local 1059</td>
<td>The Labourers’ Benefit Trust</td>
<td>c/o Global Benefit Plan Consultants Inc.</td>
<td>[Tel: (416) 635-6000]</td>
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<td>88 St. Regis Crescent South</td>
<td>[Fax: (416) 635-6464]</td>
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<td>Local 1059</td>
<td>LiUNA Local 1059 Training</td>
<td>c/o LiUNA Local 1059</td>
<td>[Tel: (519) 455-8083]</td>
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<td>56 Firestone Blvd.</td>
<td>[Fax: (519) 455-0712]</td>
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<td>Local 1059 GRRSP</td>
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<td>The Labourers’ Multi-Local</td>
<td>c/o Global Benefit Plan Consultants Inc.</td>
<td>[Tel: (416) 635-6000]</td>
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<td>Welfare Trust Fund</td>
<td>88 St. Regis Crescent South</td>
<td>[Fax: (416) 635-6464]</td>
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<td>Local 1081</td>
<td>Labours’ Local 1081 Training</td>
<td>c/o LiUNA Local 1081</td>
<td>[Tel: (519) 653-3333]</td>
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<td>330 Industrial Road Cambridge, ON N3H 4R7</td>
<td>[Fax: (519) 653-8086]</td>
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<td>Local 1089</td>
<td>Labours’ Local 1089 G.R.S.P.</td>
<td>All remittances to:</td>
<td>[Tel: (519) 332-1089]</td>
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<td>[Fax: (519) 332-6378]</td>
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<td>G.R.S.P. Fund</td>
<td>1255 Confederation Street</td>
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<td>Local 1089 Training</td>
<td>The Administrator of Local</td>
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30 Splicing & Cable TV Agreement
LETTER OF UNDERSTANDING NO. 1

BETWEEN:

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA,
ONTARIO PROVINCIAL DISTRICT COUNCIL
AND ITS AFFILIATED LOCAL UNIONS,
183, 493, 527, 607, 625,
837, 1036, 1059, 1081 and 1089,
each of which Council and the Local Unions,
are parties to this Agreement

(“OPDC”)

- and -

QX TECHNOLOGY AND QX SPLICING, DIVISIONS OF QX LTD.
(the “Employer”)

WHEREAS OPDC and the Employer have entered into a collective agreement effective to December 31, 2013 (“Premiere Agreement”) pursuant to a Memorandum of Agreement dated November 24, 2010;

AND WHEREAS it is understood and agreed that the Premiere Agreement sets out terms and conditions in respect of the bargaining unit employees except for those engaged in the work in connection with the installation and maintenance of satellite television and related work;

AND WHEREAS the parties expressly acknowledge that the industry with respect to the installation and maintenance of satellite television is largely non-union, extremely competitive and uniquely structured;

AND WHEREAS the parties wish to ensure that the terms and conditions of the collective agreement between these parties do not render the Employer’s business as it relates to the installation and maintenance of satellite television uncompetitive;

NOW THEREFORE the parties agree with each other as follows:
1. The terms and conditions of employment in effect prior to the operation of the collective agreement and applicable to those employees of the Employer engaged in the installation and maintenance of satellite television and related work shall be maintained and treated as though subject to a “statutory freeze” as that term has been defined and developed in the jurisprudence of the Ontario Labour Relations Board.

2. It is understood and agreed that terms and conditions set out in paragraph 1 herein shall not be altered by the Employer without prior notice to the OPDC.

3. It is agreed that this letter of Understanding forms part of the collective agreement between these parties and is enforceable as such and shall remain in force and effect in subsequent collective agreements indefinitely, unless mutually agreed otherwise.

Signed and dated at Toronto this 21st day of October, 2013.

On behalf of:
QX Technology
a division of QX Ltd.

On behalf of:
LIUNA Ontario Provincial District Council

Yonni Fushman
PRINT NAME

Paul Hickey
PRINT NAME

QX Splicing
a division of QX Ltd.

Yonni Fushman
PRINT NAME

Splicing & Cable TV Agreement
LETTER OF UNDERSTANDING NO. 2

BETWEEN:
LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA,
ONTARIO PROVINCIAL DISTRICT COUNCIL
AND ITS AFFILIATED LOCAL UNIONS,
183, 493, 527, 607, 625,
837, 1036, 1059, 1081 and 1089,
each of which Council and the Local Unions,
are parties to this Agreement
(“OPDC”)
- and -
QX TECHNOLOGY AND QX SPLICING, DIVISIONS OF QX LTD.
(the “Employer”)

WHEREAS the parties have enjoyed a mutually positive relationship relating to labour relations;

AND WHEREAS the Union and the Utility Contractors’ Association have recently renegotiated the terms and conditions of the Utility Contractors’ Association Collective Agreement (the “UCA”) which includes, among other things, Appendix 13 (now Article 7 in Appendix 1), being a Letter of Understanding originally negotiated on July 16, 2015, relating to, among other things, Bell work and splicing work;

AND WHEREAS the Employer has given its commitment not to perform or seek to perform work which is normally covered by this collective agreement under Appendix 13 or the UCA;

NOW THEREFORE the parties agree as follows:
1. The recitals set out above are true and accurate and form part of this letter of understanding.

2. The Employer undertakes and agrees not to utilize or seek to utilize Appendix 13 or the UCA to perform work normally performed under this Splicing and Cable TV Collective Agreement.

Signed and dated at **Toronto** this 19th day of October, 2016.

On behalf of:  
QX Technology  
a division of QX Ltd.  

QX Splicing  
a division of QX Ltd.

On behalf of:  
LIUNA Ontario Provincial District Council

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**QX Splicing**  
a division of QX Ltd.

**LIUNA Ontario Provincial District Council**