

THIS AGREEMENT MADE AND ENTERED INTO THIS  
DAY OF 2003.

BETWEEN: **FREEMAN DECORATING LTD.**  
**SHOW SERVICES FIELD AGREEMENT**  
(hereinafter called the "Employer")

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH  
AMERICA, LOCAL 506**  
(hereinafter called the "**Union**")

WHEREAS the parties hereto are desirous of establishing a form of standard Collective Agreement with respect to employees engaged in connection with or related to Exhibit and Display within the geographical area defined herein, so as to provide uniform interpretation, application and administration of the relationship established.

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

**ARTICLE 1: DURATION OF AGREEMENT**

1:01 This Agreement shall be effective and operative from **the 1<sup>st</sup> day of September, 2002** and shall remain in full force and effect until the **31<sup>st</sup> day of August, 2005**.

1:02 Should either party desire to change, add to, amend or terminate this Agreement, written notice to that effect will be given on or before the 1st day of July prior to the termination. On receipt of such notice, the parties hereto shall meet and bargain in good faith for the purpose of renewing this Agreement. If no written notice is given, this Agreement shall be automatically renewed and remain in force from year to year after the original expiration date,

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**ARTICLE 2: RECOGNITION AND SCOPE:**

2:01 The Employer recognizes the Labourers' International Union of North America, Local 506 as the exclusive Bargaining Agent for all Labourers employed in the geographical area covered by this Agreement, save and except non-working foremen and persons above that rank.

2:02 All employees under this Agreement, as a *condition of* employment, shall become and remain members in good standing of the Union during the life of this Agreement, All members working for Employer will have in their possession, at all times while employed in the field, an identity badge for the purpose of security and admission into those buildings or areas where they are to be employed. The Union agrees to pay for the initial cost of these identity cards for all members registered on the Union seniority list. After that, costs for new or replaced cards will be the responsibility of each member. Details of identity cards are to be mutually approved by Employer and the Union.

2:03 The Employer agrees to employ only members of the Labourers' International Union of North America, Local 506 on work coming within the scope of this Agreement. For all shifts, the following three (3) day staffing plan shall apply:

**Day No. 1** - The Employer or its representative will call the Union Office by 12:00 noon with an order for personnel.

**Day No. 2** - (a) By 9:00 a.m. the Employer will provide the Union with any adjustments to their list. At that time the Union will commence to make job calls.

(b) The Union will provide the Employer with the list of available personnel by 3:00 p.m. Should the Union not provide the entire order by 3:00 p.m., it will attempt to provide the remainder of the list by the end of the business day.

**Day No. 3** - Members report to work at their scheduled time. The first shift of Day No. 3 is the midnight shift which commences at one minute after midnight.

- 2:04                    However, should the Union find it impossible to supply the Employer with such personnel, the Employer shall be free to employ workers from other sources, provided, however, such employees are informed that it is a condition of employment that they apply for and secure membership in the Union.
- 2:05                    The Employer agrees to sublet any work covered by this Agreement only to Contractors who are in contractual relationship with the Union. Such Contractors shall assign any of the said work to members of the Union and the Employer shall ensure that the Contractors assign the work accordingly. Any failure by the Employer or any of its Sub-Contractors to comply with any of the obligations described in this Agreement, shall entitle the Union to invoke the Grievance and Arbitration Procedure herein and to claim for any damages suffered by it or its members, and to claim such relief against the Employer as may be proper.
- 2:06                    The Employer acknowledges and agrees that the work covered by this Agreement described in Appendix "A", Work Jurisdiction, forms **part** of this Agreement and is the exclusive jurisdiction of the Union and its affiliated bargaining agents, notwithstanding the claims of any other Trade Union.
- 2:07                    The Employer agrees that, notwithstanding the claims of any other Trade Union, it shall assign exclusively to members of the Union all of the work covered by this Agreement.
- 2:08                    The Union agrees to provide identity badges for its members employed in the Industry. It is further agreed that no one without a badge will be referred to work or hired.

**ARTICLE 3:**

**HIRING OF EMPLOYEES SHALL TAKE PLACE AS DESCRIBED BELOW:**

- 3:01           The “A” List and “B” List of all members of Local 506 who are experienced in Exhibit and Display work or are “in-training”, as the case may be, shall be drawn up, and each member shall be placed on the list in order of their accumulative service to the industry, and the list delivered to Employer by March 1, with an updated list provided to Employer in August of each year. Copies’ of the list shall be available at the Union Office for members.
- 3:02    (a)       The Employer will provide two (2) master lists of the names of the crew who are working. One list to be given to the Union Steward, if any, and the second list to be posted. These lists will be made available by the first break when possible.
- 3:02    (b)       Whenever possible the Employer will post a work schedule.

**METHOD FOR SHOW SERVICES CONTRACTORS**

- 3:03           In hiring, the Employer will have free selection on first three (3) employees required. The next *six* (6) will be dispatched by the Union in order of seniority. The Employer may then select the next three (3). The following four (4) will be dispatched by the Union. The Employer selects the next two (2) and the rest will be dispatched by the Union.

Selected by the Employer	Dispatched by the Union
3	6
3	4
2	remainder

**NOTES:**

All Employer selects must have a minimum of Three Thousand (3000) hours worked, including time worked on the “B” List, but excluding existing selects.

All employees dispatched by Union are to be in order of seniority.

No Employer may have more than eight (8) selects. However, after the Employer’s list reaches fifty (50) Members the Employer is entitled to hire, by name, Two (2) non-working foremen, numbers 51 and 52, respectively. And, after the Employer’s list reaches one hundred (100) members, the Employer is entitled to hire, by name, two (2) additional non-working foremen, numbers 101 and 102, respectively. And, in the same fashion, up to a further two (2) additional non-working foremen for each fifty (50) additional members hired. The non-working foremen shall be hired off the “A” List.

When the Employer’s list drops below:

- (i) 100 members, number(s) 101 and 102 shall be released;
- (ii) 50 members, number(s) 51 and 52 shall be released.

If an Employer list is large enough to accommodate more than Four (4) non-working foremen, these members will be released, if the number on the list drops, in the same manner as described above.

3:04 Request for additional employees off the list will be forwarded to the Business Representative of the Union who services the Industry. Provided they are available, he shall refer unemployed members to work in order of their standing on the accumulative service list.

3:05 In order to be referred to work off the accumulative service list, a member must have notified the Union Office that he/she is currently unemployed and available for work.

- 3:06 A member cannot be placed on the out-of-work list if employed by another contractor.
- 3:07 Any member who leaves the Industry for a period in excess of **12** months, shall have his/her name withdrawn from the work list ("A" List) and relinquish any claims thereto . If the member returns to the industry within twelve (**12**) months from being removed the list, his/her name shall be added to the bottom of the "A" List.
- 3:08 A member is considered to have left the Industry, if he/she has not been working or available for work for twelve (**12**) months, with the following exceptions: One who has been injured on or off the job; one who has been ill or on sick leave.
- 3:09 There are two (**2**) separate seniority and out of work lists: "A-List", and, a "B-List".
- 3:10 Any new or reinstated member of the Union shall be placed on the "B-List" as allowed under Articles **3** and **25**.
- 3:11 When the out of work "A-List" is exhausted, the hiring of "B-List" members shall take place as follows:
- (i) orders for members shall be filled by the Union on a rotating basis. An employee who refuses a work assignment shall go to the bottom of the "out-of-work list".
  - (ii) all members on the "B-List" shall be laid-off before the Employer lays-off a member from the "A-List".
  - (iii) members laid-off will be placed at the bottom of the "out-of-work" list in the order of their lay-off. If more than one (**1**) employee is laid-off from the same shift, the employees will be returned to the bottom of the "out-of-work". list in order of seniority; and
  - (iv) any member who is penalized by time off of work will return to the bottom of the "out-of-work" list after the completion of the penalty period.

**ARTICLE 4: NO SHOWS/EARLY QUILTS:**

4:01 A member who "no-shows" without a reasonable excuse in any ninety-day (90) period will not be put back on the out-of-work list and will be disciplined as follows:  
1st occasion - three-day suspension,  
2nd occasion - seven-day suspension, and  
3rd and subsequent occasion - ten day suspension.  
This penalty will apply if discovered after the fact.

**4:02 DEFINITIONS:**

- (a) **NO-SHOWS:** A member who does not report for work by one (1) hour after the shift begins, or does not phone in one-half (1/2) hour before shift begins.
- (b) Subject to Article 4:02 (d), if a member fails to show for work at the start of his/her regularly scheduled shift, the Company will be allowed to replace the "no-show" employee, in accordance with Article 6, for one (1) hour after which time the regular employee shall replace the replacement employee. In the event the "no-show" employee does not show **up** for work during the first hour of the shift, the replacement employee shall complete the shift. The replacement employee will be notified of his/her status as per Article 6:05.
- (c) The replacement employee referred to in Article 4:02 (b) shall **only** be paid for the time he/she works as Article 17:01 does not apply.
- (d) The Employer will replace all "No-Show" member(s) from available member(s) present on speculation, if any.

4:03 The ninety (90) days will commence at the first incident. The Employer will notify the Union, in writing, of any "no-shows", within three (3) working days.

4:04 An employee who will be absent from work due to a previous appointment, will be required to give the Employer notice prior to, or at the end of his/her previous shift, or else the employee shall be treated as a "no-show", as defined by the Collective Agreement.

4:05 Any member who quits, without a satisfactory reason, prior to the completion of their shift or prior to being laid off, will be suspended for five (5) days.

4:06 A member will be deemed to be still employed until such time as he/she is properly laid-off by the Company, even if absent from work with a reasonable excuse.

**ARTICLE 5: REASONABLE EXCUSE**

5:01 A member who calls in with a reasonable excuse for not coming to work will be replaced by another member. To be eligible to return to work on their next or a subsequent shift, the absent member must call the Employer within the first four (4) hours of the shift preceding the shift the member is available for work. The "replacement worker" will work until the absent member returns to work, or is laid-off, according to normal work procedures.

5:02 Employees who fail to work on a scheduled shift without a reasonable excuse, and who fail to notify the Supervisor within a reasonable time, will forfeit the right to any further work for that show.

**ARTICLE 6: SPECULATION HIRING:**

6:01 (a) The Employer is permitted to hire replacement workers only to replace "no-shows". This is recognized as "Speculation Hiring". Employees hired on speculation must be members of the Union in good standing. If more than one member is available for speculation hiring, then seniority will prevail. Legitimate absentees may be replaced in the above manner only for he shift(s) missed.



- (b) A member who wishes to be hired under this Article must personally place his name on the sign-in sheet prior to the start of the shift, and provide his/her Seniority Number, work status, and any other employment details requested. The Company will first hire from the speculation sign-in sheet.
- (c) The Company will hire the most senior members from the list referred to in Article 6:01(b) for all speculation hiring at the same show, To qualify to work, the member must;
  - (i) have signed the list by the start of the scheduled shift; and
  - (ii) for one (1) show at two (2) or more buildings, report for work at the assigned building within ½ hour of the time the employee was hired.

6:02 Preference in speculation hiring will be given to members who are not employed and/or on the out-of-work are Union members, to replace "no-shows", if there is a shortage of available employees on the job site.

6:03 A member who is working and accepts work, and uses his/her seniority to bump another speculation employee will be suspended from the Industry, including the E.B.A., for seven (7) days.

6:04 Notwithstanding the above, a member on a layover with an Employer will be given preference for work in a "no show" situation, with the same Employer, if the member is on site at the start of the shift, provided that the member:

1. has not worked or is not scheduled to work that day;
2. has not had a shift end within the last 8 hours;
3. does not have a shift scheduled to start within 8 hours of the end of the shift in question;
4. by working the shift, does not put his/her total hours for the day in question over 7-1/2 hours.

6:05 When replacing a "no-show", a member will slot in on the Union side **and** be subject to layoff as per seniority. The member will be notified of his or her status, i.e.: whether replacing a "no-show" or "temporary absence", by lunch break.

**ARTICLE 7: AISLE CARPET:**

7:01 When a crew is required for the installation of Aisle Carpeting for a single shift, the crew shall All be sent off the Union work referral list with No Employer preference. No accumulative service will be used in hiring and layoff for this single shift. All Labourers hired will work the one shift only and then be laid off.

**ARTICLE 8: LAYOFFS AND TRANSFERS:**

8:01 Employer may transfer employees freely from show to show, provided that the number of selects as per Article 3:03 is not exceeded, and the **most** senior people will be transferred to the longer-lasting scheduled shifts where practicable.

8:02 Layoffs are to be company-wide and in order of inverse seniority. The make-up of a crew must follow the criteria of hiring, that is: the last three (3) people kept may be the Employer selects.

8:03 **If an** employee is laid off for forty-eight (48) hours or more, or seventy-two (72) hours or more, if the layoff occurs between *noon and* midnight on Friday, he/she shall have the option of *returning for* the pull-out or taking a full layoff, provided that he/she notify the Employer at the end of the shift. **If an** employee is laid off for more than ten (10) days, he/she shall return to the hiring hall.

**ARTICLE 9: MANAGEMENT RIGHTS:**

- 9:01 The Union acknowledges that nothing in this Agreement shall limit the Employer to exercise its functions of Management, under which it shall have (subject to the conditions of this Agreement) the right to:
- 9:02 Generally to manage the enterprise in which the Employer is engaged and, without restricting the generality of the foregoing, to establish and *maintain* rules and regulations covering the operations, a violation of which shall be among the causes of discharge, subject to the provisions of this Agreement.
- 9:03 Maintain order, discipline and efficiency.
- 9:04 It is the right of the Employer to hire, retire, suspend, discharge, transfer, classify, promote, demote or discipline employees, provided that a claim of classification, promotion, demotion, *suspension*, discharge, transfer, discipline or retirement without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- 9:05 When disciplinary action is taken by the Employer and results in a suspension, and is agreed to by both parties, then *suspension* is to be immediate and Industry-wide .
- 9:06 Whenever the Employer establishes any new rules or regulations governing the conduct of the employees, they shall forthwith communicate the same to the Union, in order that the Union will have an opportunity to protest, grieve or object, if it believes that any such rule or regulation is inconsistent with the provisions of this Agreement.
- 9:07 A copy of disciplinary notices, other than notices of "no-show", shall be sent to the Union within two (2) working days of being issued, and shall be given or mailed to the Labourer at or about the same time.

**ARTICLE 10: GEOGRAPHICAL AREA:**

- 10:01 (a) The geographical area of this Agreement shall be the grounds of Exhibition Place in the City of Toronto and the Building situated herein, and shall further include any such Building or Hotel being used for trade show or exhibition purposes which is situated in Ontario Labour Relations Board Area #8, and shall include the City of Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and that portion of the Town of Milton within the geographic Township of Esquesing, and the Towns of Ajax and Pickering in the Regional Municipality of Durham.
- (b) Notwithstanding Article 10:01, the Parties agree that this Collective Agreement shall cover all trade shows, exhibitions, and special events, irrespective of the venue, within the Geographic boundaries contained in Article 1001.

**ARTICLE 11: JURISDICTIONAL DISPUTES:**

- 11:01 When a work claim dispute arises between the Union which is a party to this Agreement and any other Union, person or organization, which cannot be settled to the satisfaction of all parties concerned, such dispute shall immediately be processed as a complaint to the Ontario Labour Relations Board, requesting an order from the Board as outlined in Section 91 of the Labour Relations Act, R.S.O. 1980, C. 228, as amended, and in the meantime, work will continue as assigned by the Employer, until otherwise directed by the Ontario Labour Relations Board .

**ARTICLE 12: HOLIDAYS:**

- 12:01 All work performed on the following Holidays, namely: New Year's Day, Easter Monday, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day shall be deemed overtime work and paid for at the rate of double the regular day shift rate. Once an employee commences a shift on a Saturday, Sunday or Holiday, overtime rates shall be applicable until the shift is completed.

**ARTICLE 13: VACATION PAY AND STATUTORY HOLIDAYS:**

13:01 All employees covered by this Agreement shall receive as follows:

The Vacation Pay rate shall be eight per cent (8%) of gross wages earned.

The Statutory Holiday Pay shall be four per cent (4%) of gross wages earned, for a total of twelve percent (12%).

The Employer agrees that Vacation Pay will be paid weekly and taxed at the source of earnings, or on termination, in accordance with the Employment Standards Act.

13:02 During the term of any one year, three (3) weeks Holidays without pay may be taken by an employee, exclusive of Statutory Holidays, subject to a mutual agreement of all parties concerned.

**ARTICLE 14: WORK DAY, WORK WEEK**

14:01 The maximum number of working hours per day shall be seven and one-half (7-1/2) hours, and the maximum number of working hours per week shall be thirty-seven and one-half (37-1/2), and work outside of these hours shall be overtime work.

**ARTICLE 15: OVERTIME**

15:01 All work performed in excess of the regular working day of seven and one half (7-1/2) hours, from Monday to Friday inclusive, shall be deemed overtime work. The rate of wages shall be time and one-half the regular day shift rate for the first two (2.) hours and double the regular day shift rate thereafter.

- 15:02 All work performed on Saturdays and Sundays shall be paid for at time and one-half the regular day shift rate for the first seven and one-half (7-1/2) hours, and double the regular day shift rate thereafter.
- 15:03 The Employer shall rotate overtime on an equal opportunity basis and in a non-discriminatory manner, among the members who are at work when the overtime is assigned, but excluding members who are being directly supervised by a client, provided they are capable of performing the available work.
- 15:04 On a regular work day, Monday to Friday, the second half of a split shift will be paid at time and one-half (1 ½) the employee's normal hourly rate.

**ARTICLE 16: SHIFTWORK:**

- 16:01 All hours worked between 4:00 p.m. and 8:00 a.m. shall be paid at a premium of One Dollar and Fifty (1.50) Cents per hour in excess of the classified rate of pay. This premium does not apply for those hours where the employees are eligible for overtime rates, or **any** other premium rates. When an employee has worked part of or a full shift within one day, there is to be a minimum eight (8) hours off before the next shift, otherwise overtime provisions will apply.

**ARTICLE 17: REPORTING PAY**

- 17:01 Any employee reporting for work, unless previously notified not to report, shall be guaranteed four (4) hours of pay at his regular hourly rate. If reporting time occurs on Saturdays, Sundays and Holidays, then overtime rates shall apply.
- 17:02 **INJURY:** Employees who are unable to complete their full shift, due to **an** injury incurred during the shift, shall be paid for the completion of the shift .

17:03 It is understood and agreed that the Employer will notify the Union in writing of any lost-time accidents. It is further agreed and understood that the Union will notify the Employer when an injured member will return to work list.

**ARTICLE 18; PAYMENT OF WAGES:**

18:01 All time books are to be closed weekly and pay day shall be on Thursday by noon, following the weekly closings. Record of Employment forms, if requested, must be given within 48 hours of layoff or discharge, or by pay day.

18:02 In case of layoff, all Labourers will receive one hour's notice in advance. If the Employer fails to give the employee one hour's notice in advance of layoff, then the employee shall be paid ~~an~~ additional hour.

18:03 Accompanying each **payment** of wages shall **be a separate** statement, identifying both the Employer and the employee, showing:

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

18:04 Where an employee quits, he/she shall receive all wages and documents on the next regular pay day.

18:05 **Any** Employer who issues an N.S.F. cheque to an employee, shall re-issue a cheque for the full amount, plus a penalty of Fifty Dollars (\$50.00).

18:06 If there is an error in an employee's pay cheque of an amount equal to, or greater than, seven and one-half (7-1/2) hours' pay, the employee may request a cheque for the amount owing, which will be issued within three (3) working days of the request .

18:07 By July 1<sup>st</sup>, 2000, the Company will introduce a direct deposit option for Union Members under the following conditions:

- (i) The Union shall provide the Company with all the information and material required to enroll a member in direct deposit;
- (ii) Payroll information slips for those on direct deposit, for members who start work between 8:00 a.m. and 4:00 p.m. will be distributed at the show site. All other payroll information slips will be distributed to members by mail. All pay cheques will be distributed through the Union **Hall**.
- (iii) It is the responsibility of members to inform the Union, and the Union to inform the Company, if their account is changed or closed; and
- (iv) A member may change his/her method of payment once per calendar year.

**ARTICLE 19: BUSINESS REPRESENTATIVE AND STEWARD:**

19:01 The Business Representative of the Union shall have access to all jobs during working hours, 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 of the Employer.



19:02

No discrimination shall be shown against any Steward for carrying out his duties, but in no case shall his duties interfere with the progress of the work. It is agreed that a Steward may be appointed, The Union will provide the Employer(s) with a list of Shop Stewards by seniority. Employers agree to recognize Shop Stewards who may be placed on their jobs, provided that no more than one Steward per Employer, per show, will be known as the official Shop Steward. The Steward is to be the most senior person on the Steward List dispatched by Union and last layoff on Union side. If more than one Steward is placed on the job, then the member with most seniority will be the only one to be recognized as the Shop Steward for that job. Notwithstanding the provisions of Article 15:03, when any Labourers are required to work overtime, the Shop Steward will be given the opportunity to work overtime. The Shop Steward will be responsible for reporting any disputes between the employees and the Employer to the Employer and Union Representative, *so* that these **can** be taken up in the proper manner without delay. If the Shop Steward is aware of any discrepancies or infractions of the Collective Agreement, including the EBA, he/she may call the Union. The Shop Steward may, outside of working hours, examine time sheets and list of persons reporting for work.

19:03

Notwithstanding the above, the Shop Steward recognized as per the Collective Agreement on any given show, will be the last laid off on the Union side.

19:04

The Employer will provide a list of members needed for overtime, excluding those being directly supervised by a client, by the second break.

**ARTICLE 20: NO STRIKES, NO LOCKOUTS:**

20:01 In view of the Grievance and Arbitration Procedure provided in this Agreement, it is agreed by the Union that there shall be no strike or stoppage of work, either complete or partial, and the Employer agrees that, during the term of this Agreement, there shall be no lockout.

**ARTICLE 21: GRIEVANCE AND ARBITRATION PROCEDURES:**

21:01 Any dispute, difference, controversy or grievance affecting or arising out of the interpretation or administration of this Agreement shall be adjusted, if possible, by negotiations between specially appointed Representatives of the Employer and the Union. Grievances should be brought forth within ten (10) days of alleged *infraction*. *This* limit does not apply to policy grievances. A grievance must be replied to within 5 days of receiving it. A meeting to discuss any dispute or grievance shall be called within forty-eight (48) hours of the first notice in writing of such dispute or claim of alleged violation, and the parties concerned with the dispute shall endeavour to reach a decision within seventy-two (72) hours of receiving first notification. Union will provide Employer with specific information regarding grievance.

21:02 Where a difference arises between any of the parties hereto, relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, either of the parties may, after exhausting the Grievance Procedure described above, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the nominee of the party wishing to bring the matter to arbitration. Such written notice shall also state, clearly, the matter or matters in dispute to be dealt with by the Arbitration Board and what relief, if any, is claimed by the party requesting arbitration. The Party receiving such notice shall, within five (5) days, advise the other party of the name of its nominee to the Arbitration Board.

21:03 The two nominees so selected shall, within five (5) days of the appointment of the second of them, appoint a third party who shall act as Chair of the Arbitration Board. If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chair within the time limit set out herein, the appointment shall be made by the Minister of Labour for Ontario upon request of either party.

21:04 The Arbitration Board shall hear and determine the difference or differences between the parties and shall issue a decision in writing, which decision shall be final and binding upon the parties and upon any employees affected. The decision of a majority of the Board shall be the decision of the Board, and if there is no majority, the decision of the Chair shall govern.

However, it is understood that the authority of the Arbitration Board or the decision made by such Board is limited, in that there shall be no alteration to, or addition to, or subtraction from, or modification, or amendment to any part of this Agreement.

21:05 The fees and expenses of the Chair shall be borne one-half by the Union and one-half by the Employer. Any other costs or expenses in connection with such arbitration shall be borne by the party which incurs them.

**ARTICLE 22: GOVERNMENT LEGISLATION**

22:01 In the event that any of the provisions of this Collective 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 Collective Agreement.

**ARTICLE 23: BREAK**

23:01 The Employer agrees that **all** employees will be allowed a fifteen **(15)** minute paid break during the hours of work in each half of their respective shifts,

**ARTICLE 24: WELFARE AND PENSION:**

24:01 Effective September 1, 2002, it is agreed that the Employer shall contribute to the Labourers' Union, Local 506, (Construction Division) Employee Benefit Trust the amount of Two Dollars and Fifty Cents (\$2.50) per hour earned. Effective April 7, 2003, the contribution shall be Two Dollars and Eighty Cents (\$2.80) per hour earned. Effective September 1, 2003, the contribution shall be Two Dollars and Ninety Cents (\$2.90) per hour. Effective September 1, 2004, the contribution shall be Three Dollars (\$3.00) per hour earned for each employee covered by this Agreement. Such monies shall be entered on a Form **as** designated by the Trustees from time to time and remitted directly to the said Welfare Fund by the fifteenth (15th) of the month following the month for **which** the contributions are made.

24:02 At no time shall the contributions be paid directly to the employee. **If** payment is over thirty (30) days late, interest at one percent (1%) per month shall be paid from the due date, provided the Employer is given **(5)** days after notice to correct such delinquency. In addition, the delinquent Employer may be required by the Trustees of the Funds to deposit with the Trustees a Two Thousand Five Hundred Dollar (\$2,500.00) cash bond.

24:03 **If** the Employer does not have any members in his employ, a NIL REPORT shall be filed in accordance with 24:01 above.

24:04 Every Employer bound by this Collective Agreement hereby covenants and agrees to sign a Participation Agreement with the Trustees in the form attached hereto as Schedule "B".

24:05

### **PREPAID LEGAL:**

Employers agree to provide for entry into the L.I.U.N.A. Local 506 Prepaid Legal Plan, as presently available to the Local 506 I.C.I. Agreement. Employers further agree to contribute **Six** Cents (\$0.06) per hour earned for each employee to Local 506 Prepaid Legal Plan. Coverage of this benefit will begin as of January 1, 1988 for those employees with sufficient bank hours.

24:06

### **PENSION**

Effective September 1, 2002, it is agreed that the Employer shall pay Two Dollars and Seven Cents (\$2.07) per hour worked into the established Labourers' Pension Fund of Central and Eastern Canada on behalf of each employee covered by this Agreement. Effective September 1, 2003, the contribution shall be Two Dollars and Fifty Seven Cents (**\$2.57**) per hour worked, Effective September 1, 2004, the contribution shall be Three Dollars and Seven Cents (\$3.07) per hour worked. Such contribution shall be paid to the Trustees of the Pension Fund on or before the fifteenth (15th) of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month.

24:07

Effective January 18, 1998, the Employer agrees to contribute Seven Cents (\$0.07) per hour worked to each employee on their next pay to cover the cost of CSA approved footwear.

**ARTICLE 25: WAGE RATES:**

25:01 The rate of wages for Labourers covered by this Agreement during the regular day shift work hours shall be \$26.40 per hour, retroactive to September 1, This wage rate shall increase to \$26.80 per hour, effective September 1, 2003 and effective September 1, 2004, this wage rate shall increase to \$27.20.

25:02 **WORKING FOREMAN:**

A working foreman shall receive a minimum of Fifty Cents (\$0.50) per hour above the rate being received by the Labourers he is supervising.

25:03 The hourly rate as a percentage of the base rate, after completion of the "Hours of Work Completed", for all members on the "B-List", is as follows:

**Rates of Pay for Hours of Work Completed**

Start	400	800	1000
80%	85%	90%	100%

25:04 The hours spent in formal training area worth double the hours in working towards the 1000 hours credit.

25:05 A member on the "B-List" who completes both 1000 hours and all of the required formal training shall be transferred to the bottom of the "A-List". If more than one member is transferred to the "A-List" on the same day they shall be placed on the "A-List" in order of their seniority.

25:06 The Employer shall contribute \$0.15 per hour worked, for those on both the "A-List" and "B-List" to the Union training program .

25:07 Effective the date of ratification, the Parties to this Agreement shall form a Training Committee.

**ARTICLE 26:**      **LABOURERS' UNION ADMINISTRATION FUND DEDUCTION AND CONTRIBUTIONS**

26:01 The employee hereby agrees that the Employer shall deduct an amount of Two Percent (2%) of the employee's hourly rate for each hour earned to be allocated to the Labourers' International Union, Local 506 Administration Fund. Such monies to be remitted to Local 506.

26:02 Such deductions shall be compiled monthly and remitted **along** with the Welfare monies, not later than the fifteenth (15th) of each month following the month for which deductions were made, for deposit, Labourers' Union Administration Fund.

26:03 The Union undertakes to hold harmless and agrees to indemnify the Employers and successors, administrators **and** assigns against **any** liability incurred by each or all of them by reason of their having made payments into the Labourers' Administration.

**ARTICLE 27:**      **UNION MANAGEMENT COMMITTEE**

27:01 The parties to this Agreement shall form a Union-Management Committee consisting of three (3) members from the Employer, the Union Business Representative, and two (2) Stewards who have at least one (1) year's seniority, to meet and discuss matters of mutual interest, except grievances and the renegotiation of this Agreement.

27:02 A meeting of the Committee shall be called by either the Employer, or the Union, submitting a written agenda to the other Party seven (7) days in advance of a proposed meeting date.

27:03 The Committee shall meet every three months, except in cases of an emergency.

**ARTICLE 28: HEALTH AND SAFETY REPRESENTATIVE**

28:01 The Company will recognize, in one (1) person, both the Steward allowed under Article 19 and a Union Qualified Health and **Safety** Representative. The Company is not required to recognize a Health **and** Safety Representative should the Union appoint a Steward who is not a Union Qualified Health and Safety Representative.



DATED AT *Toronto* THIS *24<sup>TH</sup>* DAY OF *June* 2003.

SIGNED ON BEHALF OF  
FREEMAN DECORATING LTD.

SIGNED ON BEHALF OF THE  
LABOURERS' INTERNATIONAL  
UNION OF NORTH AMERICA,  
LOCAL 506

*Michael Kampun*

*George De*

*Garbun Gaud*

# APPENDIX "A"

## WORK JURISDICTION - ASSIGNMENT OF WORK

The Employer acknowledges and agrees that the hereinafter described work is within the exclusive jurisdiction of the Union, notwithstanding the claims of any other Trade Union.

The work involved in the Erection of tubular metal or any other type of scaffolding.

The Erection and dismantling of all back walls, booths, or any type of structure used for Exhibit and Display purposes, assisting Tradesmen in the erection of displays, including the handling and distribution of all materials whatsoever, whether or not the same are to be re-used again in part or in whole, all work in connection with the installation and removal of draping, **rugs**, drapes, furniture and accessories, and such other similar or other materials used in connection with floor coverings. The operation of fork **lifts** or other similar mechanical devices used in the performance of the Employer's operations. It is agreed that, in performing any of the said work as described above, the Union members may use such tools and equipment owned by the Employer or otherwise, notwithstanding any claims to the contrary by any other Trade Union.

The Letter of Understanding dated the 29th of February 1980 will form part of this Agreement,

**LETTER OF UNDERSTANDING**

**B E T W E E N:      FREEMAN DECORATING LTD.  
                             SHOW SERVICES FIELD AGREEMENT**

- and -

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

**RE:    LABOUR SUPPLY**

The Parties to this Agreement will not supply labour to the following companies:

1.        **Rentex**
2.        **Stronco**

Names can be added or subtracted from this list by mutual agreement between the Parties. **Any** company named in this letter who signs a Collective Agreement with the Union, shall be considered **as** deleted from this letter.

This letter shall form part of the Collective Agreement for the term of this Agreement.

DATED AT *Toronto* THIS *24<sup>TH</sup>* DAY OF *June* 2003.

**FOR THE EMPLOYER**

**FOR THE UNION:**

*Michael Kampwies*  
\_\_\_\_\_  
*Arbun Hand*  
\_\_\_\_\_

*George De*  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**BETWEEN: FREEMAN DECORATING LTD.  
SHOW SERVICES FIELD AGREEMENT**

- and -

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

**RE: DRUG AND ALCOHOL TESTING**

The Parties to this Agreement agree that, for the three (3) year life of this Agreement, there will be no testing of employees for substance abuse.

This Letter of Understanding, which **shall** form part of the Agreement, in no way sets any precedents, or prejudices the Employer from disciplining employees, or exercising **its** rights under Article 3 - Management Rights.

DATED AT *Toronto* THIS *24<sup>TH</sup>* DAY OF *JUNE* 2003.

**FOR THE EMPLOYER**

**FOR THE UNION:**

*Michael Kampouri*  
*Garban Yound*

*George De*

**LETTER OF UNDERSTANDING**

**BETWEEN: FREEMAN DECORATING LTD.  
SHOW SERVICES FIELD AGREEMENT**

**- and -**

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

**RE: BREAKS AND PARKING**

**The Employer agrees to assign one member to purchase beverages for the crew prior to the break. This will only apply when there is no beverage service available in the facility.**

**DATED AT TORONTO THIS 24<sup>TH</sup> DAY OF JUNE 2003.**

**FOR THE EMPLOYER:**

Michael Rampino  
Garbana Gaud

**FOR THE UNION:**

George [Signature]  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**B E T W E E N:      FREEMAN DECORATING LTD.  
                             SHOW SERVICES FIELD AGREEMENT**

- and -

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

**RE: DRESSCODE**

**The Employers will allow the wearing of shorts at work to the "golf club" standard, i.e.  
no more than 4 inches above the knee.**

DATED AT Toronto THIS 24<sup>TH</sup> DAY OF June 2003.

**FOR THE EMPLOYER**

Michael Kampuro  
Arbunw Gaud

**FOR THE UNION**

Greg Owen  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**B E T W E E N:      FREEMAN DECORATING LTD.  
                            SHOW SERVICES FIELD AGREEMENT**

**- and -**

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

**RE:    SHOW MOVE-OUT CREWS**

When a show is being taken out, and the "out-of-work" list has been exhausted, the Employer may request from the Union a special "move-out crew". No seniority will be used for the selection of Union members for this work and all such members will be laid-off after the shift.

DATED AT *Toronto* THIS *24<sup>TH</sup>* DAY OF *June* 2003.

**FOR THE EMPLOYER**

*Michael Kampouris*  
\_\_\_\_\_  
*Sarban Soud*  
\_\_\_\_\_

**FOR THE UNION:**

*Henry O...*  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**BETWEEN: FREEMAN DECORATING LTD.  
SHOW SERVICES FIELD AGREEMENT**

- and -

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

**RE: FREIGHT CHECKERS**

The Parties agree that the work of "Freight Checkers" will come under the exclusive jurisdiction of the Union for the life of this Agreement when the following conditions are met:

The Union will include the training of Freight Checkers in their training programs funded under Article 25:06.

The Employers and the Union shall within thirty (30) days of the date of ratification **meet** to establish a pool of members **who** are mutually acceptable to both Parties as qualified freight checkers.

Until the conditions in paragraphs 1 & 2 are met, the Employers can continue to have this work done in any manner they wish.

DATED AT *Toronto* THIS *24<sup>TH</sup>* DAY OF *J.* 2003.

**FOR THE EMPLOYER**

*Michael Ransino*  
\_\_\_\_\_  
*Shirley Gaud*  
\_\_\_\_\_

**FOR THE UNION:**

*George De*  
\_\_\_\_\_  
\_\_\_\_\_



**LETTER OF UNDERSTANDING**

**BETWEEN: FREEMAN DECORATING LTD.  
SHOW SERVICES FIELD AGREEMENT**

**- and -**

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

**RE: PRE-ASSEMBLED BOOTHS**

The Parties agree that the Employer will limit the pre-assembly of exhibitor system to 1 meter wide x 8ft. high, excluding table top exhibits and counters.

DATED AT *Toronto* THIS *24<sup>TH</sup>* DAY OF *JUNE* 2003.

**FOR THE EMPLOYER**

*Michael Rampino*  
*Arbana Gurd*

**FOR THE UNION:**

*Ben O*