Court File No. BK-26-03364251-0032

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF NATIONAL TRAFFIC SAFETY MANAGEMENT INC.

RESPONDING MOTION RECORD OF LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 837

(Motion returnable October 26, 2026)

October 24, 2026

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Court File No. BK-26-03364251-0032

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF NATIONAL TRAFFIC SAFETY MANAGEMENT INC.

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF NATIONAL TRAFFIC SAFETY MANAGEMENT INC.

AFFIDAVIT OF SAMMY TINEBRA

I, Sammy ("Sam") Tinebra, of the City of Hamilton, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the Secretary Treasurer and Business Representative for the Labourers' International Union of North America, Local 837 ("**Local 837**" or the "**Union**") and as such I have knowledge of the matters described herein. Local 837 represents approximately 49 current active employees of National Traffic.

2. I make this affidavit in support of the Proposal Trustee's motion to approve the proposed transaction by Ramudden Global (Canada) Inc. ("**Ramudden**").

The Union is a Significant Stakeholder

3. On September 13, 2026 I affirmed an affidavit in these proceedings. A copy of my September 13, 2026 (the "**Prior Affidavit**") is attached as **Exhibit "A"**.

4. I adopt the evidence in my Prior Affidavit, in which, among other things, I provided the following evidence:

(a) National Traffic Safety Management Inc. ("**National Traffic**" or the "**Company**") is bound to a collective agreement with Labourers' International Union of North America, Ontario Provincial District Council, and its affiliated Local unions 183, 493, 527, 607, 625, 837, 1036, 1059 and 1089, effective from May 1, 2025 to April 30, 2028 (the "**Collective Agreement**").

(b) The Collective Agreement requires the Company to pay a specified amount for remittances and contributions. Included in such amounts are contributions to the LIUNA Pension Fund of Central and Eastern Canada (the "**Pension Fund**"), to the LIUNA Local 837 Health and Welfare Trust Fund (the "**Benefits Fund**"), the Greater Hamilton & Niagara Construction Association Industry Fund for highway industry, and the OTCCA Industry Fund for flaggers industry, as well as contributions for check-off/field dues. The remittances and contributions are paid on the basis of specified amounts per hour worked by employees in the bargaining unit.

(c) The Union is a significant pre- and post-filing creditor of the Company:

(i) Prior to the filing of the Company's Second Notice of Intention to Make a Proposal on April 24, 2026 (the "**Second NOI**"), the Company's books and records indicated that the pre-filing debt to Local 837 was $649,145.12. These amounts include pre-filing priority vacation pay and pension claims in the amount of $250,967.47. (the "**pre-filing priority amounts**").

(ii) Since filing the Second NOI the Company has consistently failed to honour all of its remittance obligations pursuant to the Collective Agreement as they come due. At present, the Company's post-filing remittance obligations total $324,169.09, excluding any October remittance obligations which are not yet due.

(d) The Company failed to honour previous Minutes of Settlement requiring that it remain current with respect to its post-filing remittance obligations, which at the time of the previous affidavit included the July remittance obligations. This failure has contributed to the significant post-filing obligations now owing to the Union. Aside from weekly $10,000 payments the Company has failed to honour any of post-filing remittance obligations as they become due.

5. Since I provided the evidence in my Prior Affidavit, the Company failed to pay the full required remittance obligations for August (which were due on September 15, 2026) and failed to pay the full required remittance obligations for September (which were due on October 15, 2026). Remittance reports for the work months of August and September are attached hereto as **Exhibits** "**B**" and "**C**".

6. Despite the Company's failure to stay current with its remittance obligations, the Union's benefits trust fund is obligated to continue to fund and maintain benefits for its members working for National Traffic, at a cost of approximately $420 per month per employee, and the Union is required to continue to represent them as their bargaining agent. The Union has no guarantee that it will recover these costs.

The Sales Process and Proposed Transaction

7. Antonio Bruno is the sole director and officer of National Traffic. He is also the owner of A2 Environmental Group Inc. ("**A2**"). A2 is therefore not an arm's-length purchaser.

8. I have reviewed the materials filed by the Company in respect of previous motions in this proceeding and note that Mr. Bruno's July 29, 2026 affidavit stated that "[i]f financing is secured the Company will bring a motion for an order, approving a sale process for the sale of its business which will likely include a stalking horse bid by the Purchaser, or a related company." In Mr. Bruno's September 10, 2026 affidavit, he stated "[i]f the stay extension sought is granted, the Company intends to return to Court within a short time period for an order approving a stalking horse sale process to be administered by the Proposal Trustee." On September 15, 2026 Justice Steele granted a three-week stay extension.

9. Despite the granting of the requested stay extension relief on September 15, 2026, and its previous commitment to seek approval of a sales process and stalking horse bid, the Company did not bring a motion for approval of a sales process or of a stalking horse bid. Instead, shortly before the expiry of the three-week stay extension the Company advised that it was seeking approval of A2 Environmental Group Inc.'s purchase of the assets of the Company as set out in Mr. Bruno's October 2, 2026 affidavit.[1]

10. Mr. Bruno's October 2, 2026 affidavit also references discussions between A2 and LiUNA Local 837 about payment arrangements for payment of pre-filing pension and vacation pay amounts. Although those negotiations were advanced they are not concluded. In light of the

[1] See paragraph 22 of Mr. Bruno's October 2, 2026 affidavit accessible here.

Proposal Trustee's support of the Ramudden transaction, the Union is no longer interested in continuing those negotiations unless the Ramudden Transaction is not approved or fails to close.

11. I have reviewed the Proposal Trustee's recommendation with respect to the Ramudden purchase and accept its recommendation that the purchase by Ramudden is in the best interests of all stakeholders including the Union's members who are employees of National Traffic.

12. I make this affidavit in support of the Union's position on the motion and for no improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario on October 23, 2026 in accordance with O/Reg/431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
(or as may be)
LAUREN ALLAN, LSO#P12614

Sammy Tony Tinebra (Oct 23, 2026 15:34:55 EDT)

SAMMY TINEBRA

This is Exhibit "A" referred to in the Affidavit of Sam Tinebra sworn by Sam Tinebra of the City of Hamilton, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on October 23, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LAUREN ALLAN, LSO#P12614

Court File No. BK-26-03364251-0032

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF NATIONAL TRAFFIC SAFETY MANAGEMENT INC.

AFFIDAVIT OF SAMMY TINEBRA

I, Sammy ("Sam") Tinebra, of the City of Hamilton, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the Secretary Treasurer and Business Representative for the Labourers' International Union of North America, Local 837 ("Local 837" or the "Union") and as such I have knowledge of the matters deposed herein.

2. I make this affidavit in support of Local 837's response to National Traffic Safety Management Inc.'s (the "Company" or "National Traffic") stay extension motion and for no other improper purpose.

3. Local 837 is a trade union within the meaning of sections 1 and 126 of the *Labour Relations Act, 1995*.

4. National Traffic is a corporation incorporated pursuant to the laws of Ontario. A copy of the Profile Report for it is attached as **Exhibit "1".** 8686122 Canada Corporation, is a federal corporation pursuant to the laws of Canada. A copy of the Business Names Report for it is attached as **Exhibit "2"**.

5. Together, the National Traffic and 8686122 Canada Corporation are bound to the collective agreement between the Ontario Traffic Control Contractors' Association ("OTCCA") and Labourers' International Union of North America, Ontario Provincial District Council, and its affiliated Local unions 183, 493, 527, 607, 625, 837, 1036, 1059 and 1089, effective from May 1, 2025 to April 30, 2028 ("the Collective Agreement") by virtue of, *inter alia*, a memorandum of agreement dated January 5, 2017, a copy of which is attached hereto as Exhibit "3" and a decision of the Ontario Labour Relations Board dated April 7, 2026.[1] A copy of the current Collective Agreement is attached hereto as **Exhibit "4"**. A copy of the 2022-2025 Collective Agreement is attached hereto as **Exhibit "5"**.

6. The Union is a significant pre- and post-filing creditor of the Company. Prior to the filing of the Company's Second Notice of Intention to Make a Proposal on April 24, 2026 (the "Second NOI"), the Company's books and records indicated that the pre-filing debt to Local 837 was $649,145.12. A copy of the Company's Form 33 identifying this debt is attached hereto as **Exhibit "6"**. The Union believes that this estimate underestimates the amounts owed but in any event notes that the Company acknowledged a significant amount owed to the Union (the "Pre-Filing Debt").

7. Pursuant to Articles 2.02, 10, 14, 18, and Appendix "A" of the Collective Agreement, and as outlined in the table below, the Responding Party is required to pay a specified amount for remittances and contributions. Included in these are contributions to the LIUNA Pension Fund of Central and Eastern Canada (the "Pension Fund"), to the LIUNA Local 837 Health and Welfare Trust Fund (the "Benefits Fund"), the Greater Hamilton & Niagara Construction Association Industry Fund for highway industry, and the OTCCA Industry Fund for flaggers industry, as well

[1] *Labourers' International Union of North America, Local 837 v National Traffic Safety Management Inc. and 8686122 Canada Corporation*, 2026 CanLII 34182 (ON LRB).

as contributions for check-off/field dues. The remittances and contributions are paid on the basis of specified amounts per hour worked by employees in the bargaining unit.

Provision(s)	**Page(s)**	**Requirement**
2.02	6	Working Dues
2.02	6	OPDC Dues
10, 18, Appendix "A", Article A1.3	12	Wage Rates
14, Appendix "A", Article A1.3	14	Vacation Pay
Appendix "A", Articles A1.3 and A3.1	18-19	Pension Fund
Appendix "A", Articles A1.3 and A2.1	18-19	Health & Welfare
Appendix "A", Article A1.3	18	Industry Fund

8. Article 2.02 of the Collective Agreement, fourth sub-paragraph requires the Responding Party to submit reports setting out the amounts of the respective remittances and contributions to the administrators of the above funds and to make the related payments no later than the 15th day of the month following the month in which the hours were worked by the employees.

9. Since filing the Second NOI the Company has consistently failed to honour its remittance obligations pursuant to the Collective Agreement as they come due. Specifically, prior to the previous stay extension motion the Company had failed to make its May or June remittances. Accordingly, the Union raised concerns about this and was only agreeable to a stay extension in the event the Company and the Union reached an agreement about payment of the May and June remittances.

10. A copy of the Company's May Remittance Reports are attached as **Exhibit "7"**. The Company has both Flaggers and Highway Traffic Control employees for which there are modest differences in the related remittance obligations; for this reason, the Company provides two

remittance reports each month. The total remittances owing is calculated by adding the handwritten numbers in the column the furthest to the right in the two reports together. The Company's May 2026 remittances owing are $60,261.53. A copy of the Company's June Remittance Reports identifying the Company's June remittance obligations in the amount of $70,616.55 is attached hereto as **Exhibit "8"**.

11. On or about July 29, 2026, the Company and the Union entered into Minutes of Settlement (the "July MOS") creating a payment plan for the outstanding post-filing May and June remittances. A copy of the July MOS is attached hereto as **Exhibit "9"**. The key terms of the July MOS for the purposes of this motion are these:

(a) Paragraph 2 of the July MOS obliges the Company to make weekly payments of $10,000 in respect of the outstanding May and June remittance obligations, which totalled $115,878.08 after applying a $15,000 payment made on July 28, 2026;

(b) Paragraph 3 of the MOS provides: "Separate and in addition to the above-noted obligations in respect of May and June 2026 work months, the Company agrees that it will continue to satisfy its post-filing remittance obligations as they become due and as required by the Collective Agreement."

12. The Company has made the payments required by paragraph 2 of the July MOS, now totalling $60,000 in payments; however, notwithstanding the commitment in paragraph 3 of the MOS, that the Company would also satisfy its post-filing remittance obligations as they become due, the Company failed to make its required remittance contributions for the July work month which were due on August 15, 2026. The Company on September 1, 2026, more than two weeks after it was obliged to do so, did provide the Union with a remittance report for the July work

month (the "July Remittance Report"), a copy of which is attached as **Exhibit "10"**. The July Remittance Report identify that the Company owes a further $97,150.19 on account of July remittances and contributions. The Union has not received any payments on account of the July 2026 remittances.

13. The Union's Counsel raised concerns about the non-payment of July remittances in an email to Counsel for the Company on September 11, 2026. In the evening on September 11, 2026 Counsel for the Company forwarded the email to Mr. Bruno who then responded to both to the Union's Counsel and to me and my colleague Riccardo Persi. A copy of the email exchange is attached as **Exhibit "11"**. Mr. Bruno's email appeared to acknowledge the obligation in paragraph 3 of the July MOS but nothing in the email suggests that the Company intends to honour that obligation. Accordingly, the Union's expectation is that on September 15, 2026 the Company will also fail to make its August 2026 contributions and on October 15, 2026 the Company will fail to make its September 2026 contributions causing the Company's debt to the Union to once again increase. Nothing in Mr. Bruno's email indicates any change in cashflow that would suggest otherwise.

14. August and September are two of the busiest months for traffic control businesses so I expect the remittances to be in a similar range to the July remittances.

15. As it currently stands, the Company's obligations to the Union are as follows:

(a) According to the Company's books and records $649,145.12 in pre-filing debt;

(b) $55,878.08 that remains outstanding in respect of May and June 2026 remittances; and

(c) $97,150.19 owing in respect of the July 2026 work month.

16. The Union is therefore now the largest creditor of the Company.

17. In two days, I expect this amount to increase by nearly an additional $100,000, depending on the hours worked by the employees in the bargaining unit. On October 15, 2026 I expect the amount to increase by a further $100,000 (again dependent on hours) meaning that before the proposed extension date of October 26, 2026, the total amount of post-filing debt to the Union will be $353,028.27. The total debt to the Union will therefore be over one million dollars. Even if the Company makes all of the weekly payments required in the MOS the post-filing debt to the Union will be in the range of $297,150.19.

18. Despite not receiving any benefits remittances, the Union's benefits trust fund is obligated to continue to fund and maintain benefits for its members working for National Traffic, at a cost of approximately $420 per month per employee, and the Union is required to continue to represent them as their bargaining agent. The Union has no guarantee that it will recover these costs.

19. I have also reviewed the September 10, 2026 affidavit of Antonio Bruno and the attached Commitment Letter. Neither the commitment letter nor the affidavit identify any plan for the payment of the pre-filing debt to the Union or to ensure that the post-filing debt is addressed. Instead, the commitment letter identifies the use of funds as follows:

Source/Use of Funds		
Receipts		
Single loan advance		2,100,000
Disbursements		
Oxygen Working Capital Corp Term Loan	718,448	
Lease Buyouts	623,000	
Lease payments owing	143,559	
Addback diff re residual value	(282,323)	
HST outstanding	175,000	
Closing costs estimated (legals, lender fees)	284,000	
Working capital	438,316	-
	$ 2,100,000	**$ 2,100,000**

20. The post-filing debt owing to the Union alone will nearly consume all of the working capital allocated in the financing.

21. Additionally, the Union is in receipt of the attached correspondence from EMKAY the vehicle leasing company which specifically rejects the accuracy of the Company's buyout information in the Motion materials filed. Instead, EMKAY indicates it intends to repossess the vehicles currently leased by the Company. A copy of the EMKAY email correspondence is attached hereto as **Exhibit "12"**.

22. The Company has so far had no specific discussions with the Union about how it proposes to deal with the pre-filing debt.

23. I make this affidavit in support of the Union's position on the motion and for no improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario on September 13, 2026 in accordance with O/Reg/431/20, Administering Oath or Declaration Remotely.

Sammy Tony Tinebra
Sammy Tony Tinebra (Sep 13, 2026 16:19:57 EDT)

Commissioner for Taking Affidavits
(or as may be)
LAUREN ALLAN, LSO#P12614

SAMMY TINEBRA

IN THE MATTER OF NATIONAL TRAFFIC SAFETY MANAGEMENT INC.

Court File No. BK-26-03364251-0032

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF SAM TINEBRA

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Tel: (416) 306-8280

Lawyers for
Labourers' International Union of North America, Local 837

This is Exhibit "1" referred to in the Affidavit of Sammy Tinebra sworn by Sammy Tinebra of the City of Hamilton, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on September 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LAUREN ALLAN, LSO#P12614

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

NATIONAL TRAFFIC SAFETY MANAGEMENT INC. as of March 11, 2026

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	NATIONAL TRAFFIC SAFETY MANAGEMENT INC.
Ontario Corporation Number (OCN)	2555012
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	January 06, 2017
Registered or Head Office Address	2425 Matheson Boulevard East, Unit 751, Mississauga, Ontario, L4W5K4, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	MICHAEL SPENCLEY
Address for Service	2425 Matheson Boulevard East, Unit 751, Mississauga, Ontario, L4W5K4, Canada
Resident Canadian	Yes
Date Began	January 06, 2017

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

Director/Registrar

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Active Officer(s)

Name	MICHAEL SPENCLEY
Position	Chief Executive Officer
Address for Service	2425 Matheson Boulevard East, Unit 751, Mississauga, Ontario, L4W5K4, Canada
Date Began	January 01, 2019

Name	MICHAEL SPENCLEY
Position	President
Address for Service	2425 Matheson Boulevard East, Unit 751, Mississauga, Ontario, L4W5K4, Canada
Date Began	January 06, 2017

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	NATIONAL TRAFFIC SAFETY MANAGEMENT INC.
Effective Date	May 18, 2017
Previous Name	NATIONAL ROAD AND TRAFFIC SAFETY INC.
Effective Date	January 06, 2017

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name	Effective Date
BCA - Articles of Reorganization	June 12, 2025
CIA - Notice of Change PAF: MICHAEL SPENCLEY	May 14, 2025
Annual Return - 2023 PAF: MICHAEL SPENCLEY	August 07, 2024
Annual Return - 2022 PAF: MICHAEL SPENCLEY	August 07, 2024
Annual Return - 2021 PAF: MICHAEL SPENCLEY	August 07, 2024
Annual Return - 2020 PAF: MICHAEL SPENCLEY	August 07, 2024
CIA - Notice of Change PAF: KATHLEEN SKERRETT	August 06, 2024
Archive Document Package	February 02, 2024
CIA - Notice of Change PAF: KATHLEEN SKERRETT - OTHER	July 30, 2021
Annual Return - 2019 PAF: ALLAN GROSSMAN - DIRECTOR	February 28, 2021
Annual Return - 2018 PAF: ALLAN GROSSMAN - DIRECTOR	November 17, 2019
Annual Return - 2017 PAF: ALLAN GROSSMAN - DIRECTOR	November 10, 2019
BCA - Articles of Amendment	December 27, 2018
BCA - Articles of Amendment	May 18, 2017

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

CIA - Initial Return PAF: ALLAN GROSSMAN - DIRECTOR	April 10, 2017
BCA - Articles of Incorporation	January 06, 2017

All “PAF” (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the “as of” date indicated on the report. Additional historical information may exist in paper or microfiche format.

This is Exhibit "2" referred to in the Affidavit of Sammy Tinebra sworn by Sammy Tinebra of the City of Hamilton, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on September 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LAUREN ALLAN, LSO#P12614

Government of Canada / Gouvernement du Canada

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⚠ Beware of scams and other suspicious activities. See Corporations Canada's alerts.

ℹ This information is available to the public in accordance with legislation (see Public disclosure of corporate information).

Start a new search

Overview

Corporate name:
8686122 Canada Corporation

Status:
Active - Dissolution Pending (Non-compliance)
Annual filings overdue ℹ

Corporation number:
868612-2

Business number (BN):
831993639RC0001

Governing legislation:
Canada Business Corporations Act - 2013-11-05

Find existing extra-provincial registrations of this corporation on Canada's Business registries ℹ

▶ **Order copies of corporate documents and certificates**

Corporate profile

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Registered office address

109 Toynbee Trail
Toronto ON M1E 1G4
Canada

Update registered office address

Directors

Minimum: 1
Maximum: 10

Update directors

Michael Spencley
109 Toynbee Trail
Toronto ON M1E 1G4
Canada

Individuals with significant control

Last updated(YYYY-MM-DD):

No information has been filed.

Update Individuals with significant control

Annual filings

Anniversary date (MM-DD):
11-05

Date of last annual meeting:
2022-12-22

Annual filing period (MM-DD):
11-05 to 01-04

Type of corporation:
Non-distributing corporation with 50 or fewer shareholders

Status of annual filings:

File an annual return

- 2025 - **Overdue**
- 2024 - **Overdue**
- 2023 - **Overdue**

Corporate history

Corporate name history

8686122 Canada Corporation	2013-11-05 to Present	

Certificates and filings

Certificate of Incorporation	2013-11-05

Report an issue

Date Modified:
2025-12-18

This is Exhibit "3" referred to in the Affidavit of Sammy Tinebra sworn by Sammy Tinebra of the City of Hamilton, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on September 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LAUREN ALLAN, LSO#P12614

PROVINCIAL
TRAFFIC CONTROL
COLLECTIVE
AGREEMENT

BETWEEN:

8686122 CANADA CORPORATION

-and-

Labourers' International Union of North America, Ontario Provincial District Council and its affiliated Local Unions, 183, 493, 527, 607, 625, 837, 1036, 1059, and 1098

Whereas the Union and the Employer are desirous of establishing a form of standard collective agreement with respect to employees of the Employer engaged in the construction industry in the Province of Ontario, 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

1.1 The Employer hereby recognizes the Union as the bargaining agent for all construction laborers in the employ of the Company in its road building operations, in the roads sector of the construction industry, in the Province of Ontario, save and except office staff, construction clerks, shop and yard employees, non-working foremen and persons above the rank of non -working foreman.

1.2 All references in this agreement to the male gender shall be interpreted so as to include the female gender.

ARTICLE 2 UNION SECURITY

2.1 The Employer agrees that all present employees, covered by this agreement, shall as a condition of employment after fifteen (15) days from signing of this Agreement, become and remain members, in good standing, of the Union according to their specific classification.

2.2 All employees hired on or after the signing of this Agreement, shall, as a condition of employment, become and remain members of the Union within fifteen (15) working days of the date of employment. All such employees, other than those referred to the Employer by the Union, shall be subject to a three month probationary period during which time the retention of their employment shall be at the sole discretion of the Employer.

2.3 All employees in the employ of the Employer shall, when working in a position within the bargaining unit described in Article 1 thereof, be required, as a condition of employment, to sign and authorization for dues check-off and assessments from the Union and any such authorization shall be in duplicate and shall be signed by the employee concerned and duly witnessed.

The Employer agrees to recognize such check-off authorization and deduct whatever sum may be authorized for Union dues and assessments from the first pay due each calendar month and to remit the same not later than the fifteenth (15th) day of the following month to the Financial Secretary of the Union.

The Employer, shall, when remitting such dues and assessments, name the employees from whose pay such deductions have been made and their Employee Numbers, also the names of any employees who have left the employ of the Employer since the last payment and the names of employees who have been hired by the Employer.

The Employer agrees to deduct from each employee in the bargaining unit working dues at the rate of two and one-half percent (2 *Yi%)* of the total wage package which includes the hourly rate, vacation pay and health plan and pension contributions for each hour earned by each employee. Such deductions shall be forwarded along with the remittances required under Appendix "A" and supporting information shall be as required by the Trustees on the Reporting forms. Such deductions shall be immediately paid to the Local Union by the administrator of the plans.

Furthermore, each employee hereby authorizes the Employer to deduct Ontario Provincial District Council (O.P.D.C.) dues in the sum of Thirty-Five cents ($0.35) per hour and remit same to the Laborers' Pension Fund of Central and Eastern Canada, along with pension contributions.

2.4 The Union agrees to hold harmless the Employer against any liability incurred as a result of the deduction of Union dues and assessments.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 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, locate, extend, curtain or cease operations, to determine the number of men required at any of all locations, to determine the kinds and location of machines, tools and equipment to be used and the schedules of production to judge the qualifications of the employees and to maintain order, discipline (i.e. lateness, no-shows etc. that affect my business with the contractors) and efficiency.

(b) To select hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged without reasonable cause shall be subject to the provisions of the Grievance Procedure.

(c) To make or alter, from time to time, and enforce reasonable rules of conduct and procedure and if possible, to notify in writing seventy-two (72) hours prior to any charges affecting all employees of said rules or changes to said rules.

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

ARTICLE 4 GRIEVANCE PROCEDURE

4.1 There shall be an earnest effort, on the part of all parties to this Agreement, to settle promptly, through the procedure set out herein, any complaints, grievances, or disputes arising from the interpretation, application or administration of this Agreement.

4.2 All grievances, to be dealt with under Step Two below, shall be in writing, on forms supplied by the Union and signed by the employee having such a grievance.

4.3 Written grievances, to be valid, shall set out the nature of the grievance, the Article or Articles of the Agreement alleged to have been violated and the nature of the remedy sought and shall not be subject to change at later steps, except by mutual agreement in writing with the Employer, or in the case of remedy, an Arbitrator.

4.4 In determining the time which is allowed in the various steps of Articles 4 and 5, Saturday, Sunday and Statutory Holidays shall be excluded and any time limits may be extended by mutual agreement in writing.

4.5 If advantage of the provisions of Article 4 and 5 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 re- opened.

4.6 The Employer shall designate and name the official to whom a written grievance is submitted at Step #2.

4.7 a) It is understood and agreed that an employee does not have a grievance until he has discussed the matter with his foreman or other supervisory personnel acting in this capacity and given him an opportunity of dealing with the complaint. His decision shall be made known to said employee within forty-eight (48) hours. Grievances properly arising under this Agreement shall be adjusted and settled as follows.

STEP 1 - Within ten (10) full working days after the circumstances, giving rise to the grievance, occurred or originated the aggrieved employee and/or the Union Representative, shall present the grievance in writing to the official of the Employer named by the Employer to handle grievances at this Step.

If a settlement satisfactory to the Union Representative and the employee concerned is not reached within two (2) full working days, the grievance may be presented as indicated in Step Two at any time within five (5) full working days thereafter or if the grievance involves monetary, discipline or discharge matters, not involving the interpretation of the Agreement to final and binding determination.

STEP 2 - Should no satisfactory settlement be reached within five (5) full working days after the meeting the grievance may be submitted to arbitration.

b) The Union may process a written grievance which involves a number of employees of the Employer or the interpretation of the Agreement. Such grievances shall be commenced at Step Two of the above procedure.

c) The Employer may process a written grievance alleging a violation of the interpretation of the Agreement at Step two of the above procedure.

d) No decision or settlement involving any grievance which has been dealt with at Step One above, other than grievances which have been properly referred to final and binding determination shall be used by any party as a precedent in future cases and shall be treated as only applicable to the grievance in question.

4.8 Notwithstanding the above, a grievance concerning wages and fringe benefits may be presented within thirty (30) days after the circumstances giving rise to the grievance occurred or originated and further provided that a grievance concerning Welfare or Pension contributions may be presented within thirty (30) days after the particulars of such a grievance should have reasonably become first known to a Union Representative.

ARTICLE 5 ABBITBATION

5.1 Where a difference or dispute arises between the parties relating to the interpretation, application or administration of this Agreement, either of the parties may, after exhausting the grievance procedure outlined in Article 4, notify the other party in writing of its desire to submit the difference, dispute or allegation to arbitration within twenty (20) working days after completion of Step Two n Article 4.7. The notice shall contain the names of the first party's proposed Arbitrator. The recipient of the notice shall, within five (5) working days, advise the other party that it accepts the proposed Arbitrator or that it rejects such nominee and in such case shall propose another Arbitrator.

5.2 Ifthe recipient of the notice fails to accept or nominate an Arbitrator, or if the parties fail to agree upon an Arbitrator within ten (10) working days of the notice outlined in Article 5.1 the appointment shall be made by the Minister of Labor of Ontario Upon the request of either party.

5.3 The decisions of the Arbitrator constituted in the above manner shall be binding on the parties to this Agreement.

5.4 The Arbitrator shall not have any power to alter or change any of the provisions of the Agreement or to substitute any new provisions, for any existing provisions, nor to give any decisions inconsistent with the terms and provisions of this Agreement.

5.5 The parties to this Agreement will equally bear the expenses of the Arbitrator.

ARTICLE 6 UNION REPRESENTATION

6.1 The Employer shall not refuse permission to any representative from the Union, upon request, to enter the Employer's premises or job site(s) in the administration of this Agreement provided that it does not interfere with the work and provided he

advises the site Supervisor in advance.

6.2 The Employer agrees to recognize a maximum of one (1) stewards from the Union as may from time to time, be appointed by the Union, but shall not be obliged to recognize such stewards until they have been informed in writing of the names of all stewards as they were appointed.

a) The steward for the Union shall be the last employee covered under the terms of this Agreement to remain working providing he is competent and capable of doing the remaining work.

b) No discrimination shall be shown against any steward for carrying out his duties.

c) The steward shall be the first worker recalled from lay-off providing he is competent and capable of performing the work provided. This shall apply to all workers save and except foremen.

6.3 Stewards and Negotiating Committee members will not absent themselves from their regular duties without the Employer's permission and such permission shall not be unreasonably withheld. The employer will compensate such employees for the time spent in attending negotiations and grievance meetings with the Employer at their regular rate of pay and this does not apply to time spent on such matters outside of regular working hours, except an employee on lay-off will not be compensated for such meetings.

Should the Company believe that the Steward's activities are affecting the quantity or quality of either the steward's work or the work of the other employees, the Company shall contact the Business Agent of the Local Union.

6.4 The Employer shall recognize a Negotiating Committee comprised of one (1) employee and one (1) alternate. Such Negotiating Committee is to function solely at the renegotiation of the Collective Agreement.

6.5 The Business Representative of the Union shall have access during working hours to all areas of the Employer's Operation covered by this Agreement after first advising the superintendent or such other management's person who may be in charge of the job, subject to the owner's visitors regulations.

6.6 The Business Representative shall not interfere with the progress of the work.

ARTICLE 7 NO STRIKE, NO LOCKOUT

7.1 During the term of this Agreement the Union agrees that there shall be no strike and the Employer agrees that there shall be no lockout.

7.2 The words "Strike" and "Lockout" in this Agreement shall mean "Strike" and "Lockout" as defined in the Ontario Labor Relations Act.

7.3 The Union agrees it will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional purposes.

ARTICLE 8 SAFETY SANITATION AND SHELTER

8.1 The Employer, the employees and the Union agree to abide by the provisions of the current Occupational Health and Safety Act and regulations for Construction Projects, the Employer s company Safety/Environmental policy and any other applicable Federal or Provincial regulations or acts concerning Safety or Environmental matters.

8.2 Every employee shall, as a condition of employment, be required to wear approved safety helmet, approved safety boots and other personal protective equipment that may be designated by the Employer and required in specific work areas.

Safety Helmets and other personal protective equipment other than footwear will be supplied by the Employer at no cost or deposit to the Employee on the condition that the articles are returned on termination of employment. Articles not returned, lost damaged or destroyed (excepting normal wear and tear) will be charged to the Employee and such charges will be deducted from the Employee's pay. The Employee shall be made aware of any deductions prior to said happening.

- Personal protective equipment included, where required, are safety vests, raingear except hearing & eye protectors. Also included are any articles required to comply with applicable safety codes and acts, as per OHSA book in regards to a traffic control person.

8.2.1 The Company will provide a pair of safety boots to employees upon successfully completing six (6) months of continuous employment or upon recall, whichever comes last. The employee will be entitled to one pair of safety boots per contract year to a maximum value of One Hundred dollars ($100.00). A receipt must be submitted before payment.

8.3 The Employer agrees to supply the necessary drinking water and proper sanitary facilities, where practical, which shall be maintained in a clean and sanitary condition by the employees and the Employer. It is understood that the provisions of this section do not apply to jobs of short duration, defined as jobs that are anticipated to be completed in less than two (2) weeks

ARTICLE 9 PRODUCTIVITY AND QUALITY

9.1 The Union and the Employer recognized the mutual value of improving by all proper and reasonable means the productivity of the individual employee and both will undertake individually and jointly to promote such increased productivity. The parties further recognize the importance of improving the quality of work performed.

9.2 The Union and the employees will co-operate with the Employer to prevent wasteful practices.

9.3 All disciplinary action taken by the Employer shall be removed from the Employees' files and records after eighteen continuous months from an occurrence.

ARTICLE 10 PAYMENT OF WAGES

10.1 Wages shall be paid weekly not later than Friday including a short pay period by cash, cheque or direct deposit at the option of the Employer, during working hours and shall be accompanied by a statement outlining hours of work, overtime hours, deductions for income tax, employment insurance, etc., where applicable.

10.2 When an employee is permanently laid off, he shall receive his pay in full and shall be given his Record of Employment certificate and Vacation Pay on the next regular pay day from official receipt of final approved time sheet.

10.3 When an employee quits, or is dismissed, he will receive his pay, Record of Employment Certificate and Vacation Pay on the next regular pay day.

10.4 Direct deposit for all employees shall be deposited in the employee's Account by Friday noon, subject to bank policy.

ARTICLE 11 PROBATION

11.1 The parties agree with reference to probationary status that:

(a) Employees, until they have been employed by the employer for 200 hours worked shall be probationary employees.

(b) A probationary employee may be disciplined or discharged at any point during the probationary period for any reason, and such action shall be deemed for just cause, regardless of the circumstances. There shall be recourse to the grievance procedure for discipline or discharge only on the issue of whether or not the actions of the employer have been arbitrary, discriminatory, or in bad faith.

ARTICLE 12 REST PERIOD AND LUNCH BREAK

12.1 It is agreed that all employees of the Employer will be permitted a rest period of fifteen (15) minutes in each half of their respective shifts.

12.2 Employees shall be entitled to a paid thirty (30) minute lunch break while on the job. This does not apply if the contractor pulls them off the road for a half hour lunch.

12.3 Suitable and adequately heated shelter for employees to eat their lunch shall be provided by the Employer, where practical.

A) The Employer agrees to provide a rest period after two (2) hours of overtime.

B) The Employer agrees to provide a reasonable meal or, if not practical, $10.00 (ten dollars) after working three (3) hours of overtime.

ARTICLE 13 HOURS OF WORKAND OVERTIME

17.1 The Employer may grant an employee an unpaid Leave of Absence from work upon request by the employee in writing. Permission for such Leave of Absence shall not be unreasonably withheld. Any authorized leave of Absence shall not adversely affect an employee's recall rights.

ARTICLE 18 CLASSIFICATION ANP WAGE RATES

18.1 Attached hereto as Appendix "A" & "B", to this Agreement are schedules of Classifications and Wage Rates.

18.2 Rates for new classifications, not appearing in the wage schedule, shall be classified and agreed on by the Union and the Employer within thirty (30) days of being placed in operation.

18.4 The Company and Union recognize that supervisors will not normally perform the work of employees recognized by this agreement. Both parties agree that Supervisors will be required to perform such work from time to time, for the purpose of assisting; training, demonstrating; relieving, when relief is not available; or in cases of an emergency.

ARTICLE 19 LABOUR MANAGEMENT MEETINGS

19.1 Meetings between the Employer and the Union will be established on a quarterly basis to discuss matters of mutual concern (i.e. Health and Safety, productivity, rules and policies) and such other matters as the parties deem necessary. Meeting dates will be arranged through mutual agreement of the parties. These meetings are not intended to impede or eliminate any of the rights of grievance as granted under this Agreement or any of the rights of the Employer, but to provide an avenue of mutual discussion of problems and concerns which may arise.

ARTICLE 21 APPENDICES

21.1 Appendix "A" is attached to this Agreement and forms part of this Collective Agreement.

ARTICLE 22 JURISDICTIONAL ISSUES

22.1 When a work claim dispute arises between the Union which is party to this Agreement and any other Union or organization which cannot be settled to the satisfaction of all parties concerned work shall proceed without stoppage. Such a dispute shall forthwith be processed as a complaint to the Ontario Labor Relations Board requesting an order from the Jurisdictional Disputes Commission as outlined in Section 93 of the Ontario Labor Relations Act and in the meantime work shall be assigned by the Employer to the Union signatory to this Agreement, until he is otherwise directed by the Ontario Labor Relations Board.

Heading 1

To replace the placeholder text on this page, you can just select it all and then start typing. But don't do that just yet!

First check out a few tips to help you quickly format your report. You might be amazed at how easy it is.

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- For best results when selecting text to copy or edit, don't include space to the left or right of the characters in your selection.

HEADING 2

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Just delete the placeholder picture. Then, on the Insert tab, click Picture to select one from your files.

ARTICLE 23 ***DURA TION OF AGBEEMENT***

23.1 This Agreement shall be effective 21st day of May 2017 and shall continue in effect until June 30, 2018 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other in writing within the period of ninety (90) days immediately prior to the annual expiration date that it desires to amend the Agreement.

Negotiations shall begin within fifteen (15) days following notification of amendment as provided in the preceding paragraph.

23.2 If pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new agreement is signed between the parties, or until conciliation proceedings prescribed under the Ontario Labor Relations Act. have been completed whichever should first occur.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the date and year first above written

DATED THIS 6 5th day of January 2018.

SIGNED ON BEHALF OF:

BEHALF OF:
Employer

2666172 CANADA CORPORATION

SIGNED ON

Labourers' International Union of North America, Ontario Provincial District Council

Appendix "A"

LIUNA Schedules

The full terms and conditions of employment shall apply to all work performed in the Regional Municipality of Niagara and that portion of the Regional Municipality of Haldimand-Norfolk coming within the former County of Haldimand.

ARTICLE A -CLASSIFICATION AND WAGES

A1.1 The rates of wages shall be effective on dates indicated.

A1.2 The following are the job descriptions for the various job groupings on construction projects as referred to in the Collective Agreement. Male and Female are synonymous.

GROUP 1 Traffic Control Person

Date	Wage	Vac. Pay	Benefit Plan	Pension Plan	TOTAL
July 1,2015	**20.23**	**$2.02**	**$1.50**	**$2.00**	**$25.75**
July 1,2016	**$20.68**	**$2.07**	**$1.50**	**$2.00**	**$26.25**
July 1,2017	**$20.91**	**$2.09**	**$1.50**	**$2.00**	**$26.50**

*** Probation employees shall earn $1.00 per hour less during their probationary period**

GROUP 2 Sign Maintenance Person

Date	Wage	Vac. Pay	Benefit Plan	Pension Plan	TOTAL
July 1,2015	$18.00	$1.80	$1.50	$2.00	$23.30
July 1,2016	$18.45	$1.85	$1.50	$2.00	$23.80
July 1,2017	$18.68	$1.87	$1.50	$2.00	$24.05

ARTICLE A2 – LIUNA BENEFIT CONTRIBUTIONS

A2.1 Effective July 1,2015 the Employer agrees to contribute two dollars ($2.00) per hour for each hour worked by each Labourer in his employ to the Labourers International Union of North America Local 837 Benefit Plan.

ARTICLE A3 - LIUNA PENSION CONTRIBUTIONS

A3.1 Effective July 1,2015 the Employer agrees to contribute one dollar and fifty cents ($1.50) per hour for all hours worked in a calendar year by each Labourer in his employ to the Central and Eastern Canada Labourers' International Union Pension Fund

Appendix "B"

LIUNA Schedules

The full terms and conditions of employment shall apply to all work performed in Board Area 28 as described by the Ontario Labour Relations Board plus that portion of Halton County west of Hwy. 25 extended in a straight line to Lake Ontario.

ARTICLE A1 - CLASSIFICATION AND WAGES

A1. 1 The rates of wages shall be effective on dates indicated.

GROUP 1 Traffic Control Person

Date	Wage	Vac. Pay	Benefit Plan	Pension Plan	TOTAL
July 1 2015	$23.23	$2.32	$1.50	$2.00	$29.05
July 1 2016	$23.68	$2.37	$1.50	$2.00	$29.55
July 1 2017	$23.91	$2.39	$1.50	$2.00	$29.80

* Probation employees shall earn $1.00 per hour less during their probationary period.

GROUP 2 Sign Maintenance Person

Date	Wage	Vac. Pay	Benefit Plan	Pension Plan	TOTAL
July 1 2015	$18.00	$1.80	$1.50	$2.00	$23.30
July 1 2016	$18.45	$1.85	$1.50	$2.00	$23.80
July 1 2017	$18.68	$1.87	$1.50	$2.00	$24.05

ARTICLE A2 - LIUNA BENEFIT CONTRIBUTIONS

A2.1 Effective July 1 2015 the Employer agrees to contribute One dollar and Fifty cents ($1.50) per hour for each hour worked by each Labourer in his employ to the Labourers International Union of North America Local 837 Benefit Plan.

ARTICLE A3 - LIUNA PENSION CONTRIBUTIONS

A3.1 Effective July 1, 2015, the Employer agrees to contribute two dollars ($2.00) per hour for all hours worked in a calendar year by each Labourer in his employ to the Central and Eastern Canada Labourers' International Union Pension Fund.

13.1 The following Article is intended to define the normal hours for the purpose of calculating overtime only, and shall not be construed as guarantee of hours per day or per week, or of the days of work per week.

13.2 There will be no duplication or pyramiding of overtime, and/or any other premium compensation.

13.3 The normal work week shall consist of fifty-five (55) hours, Monday to Saturday. If the employee has worked fifty-five (55) hours in the week, overtime on Saturday is at time and one-half (1.5x). Sunday at double time (2x).

13.4 All hours worked other than those in 13.3 above shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay exclusive of travel (overtime will only be paid once for the same hour).

13.5 All hours worked on Sunday shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay exclusive of travel time). All hours worked on Statutory Holidays shall be paid at the rate of time and one-half (1 ½) the regular rate of pay.

ARTICLE 14 VACATION AND STATUTORY HOUDAY

14.1 Vacation and statutory holiday pay shall be paid at the rate of Ten percent (10%) of the gross wage.

It is understood and agreed that four percent (4%) of the gross wages is to be considered Vacation Pay and six percent (6%) of the gross wages is to be in lieu of Statutory Holiday Pay.

It is agreed and understood that the vacation pay money shall be remitted monthly to the Union Vacation Pay Fund on forms supplied by the Union. Such remittances shall be remitted not later than the fifteenth day of each month following the month for which deductions were made.

ARTICLE 15 STATUTORY HOLIDAYS

15.1 The following 10 (ten) Official Statutory Holidays shall be observed:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

ARTICLE 16 REPORTING ALLOWANCE

16.1 An employee who reports for work at the regular starting time, unless he has been directed not to report, and for whom no work is available will receive two (2) hours pay provided he remains at the job if requested by his supervisor. The employee must be reasonably available to be advised of changes or cancellations.

ARTICLE 17 LEAVES OF ABSENCE

This is Exhibit "4" referred to in the Affidavit of Sammy Tinebra sworn by Sammy Tinebra of the City of Hamilton, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on September 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LAUREN ALLAN, LSO#P12614

COLLECTIVE AGREEMENT

BETWEEN

ONTARIO TRAFFIC CONTROL CONTRACTORS' ASSOCIATION

(hereinafter referred to as the "Association" and "Employer")

- AND –

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, ONTARIO PROVINCIAL DISTRICT COUNCIL AND ITS AFFILIATED LOCAL UNIONS 183, 493, 527, 607, 625, 837, 1036, 1059 AND 1089

(collectively and separately referred to as the "Union" herein)

EFFECTIVE MAY 1, 2025 TO APRIL 30, 2028

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PROVINCIAL TRAFFIC CONTROL COLLECTIVE AGREEMENT

BETWEEN:

Ontario Traffic Control Contractors' Association

(the "Association" and "Employer")

- and –

Labourers' International Union of North America, Ontario Provincial District Council and its affiliated Local Unions 183, 493, 527, 607, 625, 837, 1036, 1059 and 1089

(collectively and separately referred to as the "Union" herein)

WHEREAS the Union and the Association are desirous of establishing a collective agreement with respect to employees of the Employer engaged in the construction industry in the Province of Ontario, to provide uniform interpretation, application and administration of the relationship established.

AND WHEREAS the Union recognizes the formation by the Employers of the Association and agrees to deal with the said Association in accordance with the Accreditation Order, but without liability against the Association for violations of the Collective Agreement by Employers, in negotiating and administering a common collective agreement.

NOW THEREFORE it is agreed as follows:

ARTICLE 1 RECOGNITION

1.01 The Association on behalf of its members and all other Employers it represents as a result of the accreditation order of the Ontario Labour Relations Board and otherwise, recognizes the Union as the exclusive bargaining agent for all construction employees of the Employer in its traffic control operations throughout the Province of Ontario, in all sectors of the construction industry excluding the ICI

sector, save and except office staff, construction clerks, shop and yard employees, non-working forepersons and persons above the rank of non-working foreperson.

Clarity Note: The Parties agree that if flagging work is undertaken by the Employer then it shall be performed in accordance with the terms and conditions by any existing collective agreement consistent with the scope and classification schemes set out therein in the appropriate sector where the work is being performed and within the jurisdiction of the LiUNA local.

1.02 To the extent that the Employer engages in construction work beyond traffic control operations in the non-ICI sectors of the construction industry, the Employer recognizes the Union as the exclusive bargaining agent for those construction employees and the parties agree to meet on an expedited basis to discuss, determine or negotiate mutually satisfactory terms and conditions of employment. To the extent that the parties cannot reach agreement over the terms and conditions, then either party may refer the matter as a grievance to binding arbitration as provided for in Article 5.

1.03 The parties agree with respect to the application of any accredited agreements as it relates to traffic control operations that the terms of this Collective Agreement shall continue to apply until it is either determined or agreed that an accredited agreement applies to the work in question. If it is determined or agreed that an accredited agreement applies to the work in question, the terms of the accredited agreement shall then apply.

1.04 The Employer undertakes not to subcontract any work covered by the terms of this Collective Agreement to any entity unless such entity is bound to and in contractual relations with the Union.

1.05 All references in this Agreement to the male gender shall be interpreted so as to include the female gender.

1.06 It is understood and agreed that the following classifications of work are covered by this Agreement:

(a) Crash Truck Driver (which includes, but is not limited to, driving and the setting up and removal of freeway realignments, closures and openings);

(b) Traffic Control Technicians; and

(c) Traffic Control Team Leaders.

ARTICLE 2 UNION SECURITY

2.01 All employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union within fifteen (15) working days of the date of employment. All such employees, other than those referred to the

Employer by the Union, shall be subject to a three (3) month probationary period during which time the retention of their employment shall be at the sole discretion of the Employer.

2.02 All employees in the employ of the Employer shall, when working in a position within the bargaining unit described in Article 1 thereof, be required, as a condition of employment, to sign an authorization for dues check-off and assessments from the Union and any such authorization shall be in duplicate and shall be signed by the employee concerned and duly witnessed.

The Employer agrees to recognize such check-off authorization and deduct whatever sum may be authorized for Union dues and assessments from the first pay due each calendar month and to remit the same not later than the fifteenth (15th) day of the following month to the Financial Secretary of the employee's home Local Union.

The Employer, shall, when remitting such dues and assessments, name the employees from whose pay such deductions have been made and their Employee Numbers, also the names of any employees who have left the employ of the Employer since the last payment and the names of employees who have been hired by the Employer.

The Employer agrees to deduct from each employee in the bargaining unit working dues at the rate of three percent (3%) of the gross hourly wages (excluding any vacation pay). Such deductions shall be forwarded along with the remittances required under Appendix "A" and supporting information shall be as required by the Trustees on the Reporting forms. Such deductions shall be immediately paid to the employee's home Local Union by the administrator of the plans.

Furthermore, each employee hereby authorizes the Employer to deduct Ontario Provincial District Council (O.P.D.C.) dues in the sum of forty cents ($0.40) per hour and remit same to the LiUNA Pension Fund of Central and Eastern Canada, along with pension contributions.

2.03 The Union agrees to save and hold harmless and to indemnify the Employer against any liability incurred as a result of the deduction of Union dues and/or assessments.

2.04 The Employer shall follow the following procedures when hiring employees covered by this Agreement:

(a) The Employer will contact the Union for supply of all labour. In the event the Union is unable to supply the labour required by the Employer within twenty-four (24) hours, the Employer is free to hire such labour as is available, but such probationary labour shall acquire a referral slip prior to commencing work and, as a condition of employment, shall become a member in good

standing in the Union immediately after fifteen (15) working days of employment.

(b) The Employer has the right to recall regular employees after layoff and where the employee recalled wishes to return to the Employer, the Union shall issue a referral slip.

2.05 All employees shall, when working in a position within the bargaining unit described above, be required as a condition of employment to be a member in good standing with the Union or an affiliated Local Union before commencing employment and shall be required to maintain such membership while working within the bargaining unit for the duration of this Agreement. The Union and Local Unions will not unreasonably withhold membership, subject to the terms of this Agreement.

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, locate, extend, curtail or cease operations, to determine the number of workers required at any or all locations, to determine the kinds and location of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of employees and to maintain order, and efficiency.

(b) To select, hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that they have been discharged without reasonable cause shall be subject to the provisions of the Grievance Procedure.

(c) To make or alter, from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees and if reasonable, to notify in writing seventy-two (72) hours prior to any changes affecting all employees of said rules or changes to said rules.

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

ARTICLE 4 GRIEVANCE PROCEDURE

4.01 There shall be an earnest effort, on the part of all parties to this Agreement, to settle promptly, through the procedure set out herein, any complaints, grievances, or disputes arising from the interpretation, application or administration of this Agreement.

4.02 All grievances, to be dealt with under Step Two below, shall be in writing, on forms supplied by the Union and signed by the employee having such a grievance.

4.03 Written grievances, to be valid, shall set out the nature of the grievance, the Article or Articles of the Agreement alleged to have been violated and the nature of the remedy sought and shall not be subject to change at later steps, except by mutual agreement in writing with the Employer, or in the case of remedy, an Arbitrator.

4.04 In determining the time which is allowed in the various steps of Articles 4 and 5, Saturday, Sunday and Statutory Holidays shall be excluded and any time limits may be extended by mutual agreement in writing.

4.05 If advantage of the provisions of Article 4 and 5 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 re-opened.

4.06 The Employer shall designate and name the official to whom a written grievance is submitted at Step 2.

4.07 a) It is understood and agreed that an employee does not have a grievance until they have discussed the matter with their foreperson or other supervisory personnel acting in this capacity and given them an opportunity of dealing with the complaint. Their decision shall be made known to said employee within forty-eight (48) hours. Grievances properly arising under this Agreement shall be adjusted and settled as follows:

STEP 1

Within ten (10) full working days after the circumstances, giving rise to the grievance, occurred or originated the aggrieved employee and/or the Union Representative, shall present the grievance in writing to the official of the Employer named by the Employer to handle grievances at this Step.

If a settlement satisfactory to the Union Representative and the employee concerned is not reached within two (2) full working days, the grievance may be presented as indicated in Step 2 at any time within five (5) full working days thereafter.

STEP 2

Within ten (10) full working days following the delivery of the grievance in Step 1, the aggrieved employee and/or the Union Representative will meet with the Employer Representative in an effort to resolve the grievance.

b) Should no satisfactory settlement be reached within five (5) full working days after the meeting at Step 2, the grievance may be submitted to arbitration.

c) The Union may process a written grievance which involves a number of employees of the Employer or the interpretation of the Agreement. Such grievances shall be commenced at Step 2 of the above procedure.

d) The Employer may process a written grievance alleging a violation of the interpretation of the Agreement at Step 2 of the above procedure.

e) No decision or settlement involving any grievance which has been dealt with at Step 1 above, other than grievances which have been properly referred to final and binding determination shall be used by any party as a precedent in future cases and shall be treated as only applicable to the grievance in question.

4.08 Notwithstanding the above, a grievance concerning wages and fringe benefits may be presented within thirty (30) days after the circumstances giving rise to the grievance occurred or originated and further provided that a grievance concerning Welfare or Pension contributions may be presented within thirty (30) days after the particulars of such a grievance should have reasonably become first known to a Union Representative.

4.09 The Union shall send the Association a copy of all grievances to the attention of Nav Bassan (nav@alliancetrafficcontrol.com) and Leslie Brown (lab@labourlaw.com). The Association shall notify the Union in writing of any changes to the contacts to be copied.

ARTICLE 5 ARBITRATION

5.01 Where a difference or dispute arises between the parties relating to the interpretation, application or administration of this Agreement, either of the parties may, after exhausting the grievance procedure outlined in Article 4, notify the other party in writing of its desire to submit the difference, dispute or allegation to arbitration within twenty (20) working days after completion of Step 2 in Article 4.07. The notice shall contain the name of the first party's proposed Arbitrator. The recipient of the notice shall, within five (5) working days, advise the other party that it accepts the proposed Arbitrator or that it rejects such nominee and, in such case, shall propose another Arbitrator.

5.02 If the recipient of the notice fails to accept or nominate an Arbitrator, or if the parties fail to agree upon an Arbitrator within ten (10) working days of the notice outlined in Article 5.01, the appointment shall be made by the Minister of Labour, Ontario upon the request of either party.

5.03 The decisions of the Arbitrator constituted in the above manner shall be binding on the parties to this Agreement.

5.04 The Arbitrator shall not have any power to alter or change any of the provisions of the Agreement or to substitute any new provisions, for any existing provisions, nor to give any decisions inconsistent with the terms and provisions of this Agreement.

5.05 The parties to this Agreement will equally bear the expenses of the Arbitrator.

ARTICLE 6 UNION REPRESENTATION

6.01 The Employer shall not refuse permission to any representative from the Union, upon request, to enter the Employer's premises or job site(s) in the administration of this Agreement provided that it does not interfere with the work and provided they advise the site Supervisor (the Employer) in advance.

6.02 The Employer agrees to recognize one (1) Union steward on each shift from the Union as may, from time to time, be appointed by the Union, but shall not be obliged to recognize such stewards until they have been informed in writing of the names of all stewards as they were appointed.

a) The steward for the Union shall be the last employee covered under the terms of this Agreement to remain working providing they are competent and capable of doing the remaining work.

b) No discrimination shall be shown against any steward for carrying out their duties but in no case shall their duties interfere with the progress of the work or their duties to the Employer.

c) The steward shall be the first worker recalled from lay-off providing they are competent and capable of performing the work provided. This shall apply to all workers save and except forepersons (Team Lead).

ARTICLE 7 NO STRIKE, NO LOCKOUT

7.01 During the term of this Agreement the Union agrees that there shall be no strike and the Employer agrees that there shall be no lockout.

7.02 The words "Strike" and "Lockout" in this Agreement shall mean "Strike" and "Lockout" as defined in the Ontario *Labour Relations Act*.

7.03 The Union agrees it will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional purposes.

ARTICLE 8 SAFETY, SANITATION AND SHELTER

8.01 The Employer, the employees and the Union agree to abide by the provisions of the current *Occupational Health and Safety Act* and regulations for Construction Projects, the Employer's company Safety/Environmental policy and any other applicable Federal or Provincial regulations or acts concerning Safety or Environmental matters.

8.02 The Employer acknowledges that pursuant to the *Employment Standards Act, 2000* ("the ESA") that it has no right to withhold wages or make deductions against wages owing unless permitted by the ESA or some other statute or by order issued by an Arbitrator or the court.

8.03 Every employee shall, as a condition of employment, be required to wear approved safety helmet, approved safety boots and other personal protective equipment that may be designated by the Employer and required in specific work areas.

8.04 Safety helmets and other personal protective equipment other than footwear will be supplied by the Employer at no cost or deposit to the employee on the condition that the articles are returned on termination of employment. Personal protective equipment shall include, where required, safety vests, raingear except hearing and eye protectors. Also included are any articles required to comply with applicable safety codes and acts, as per OHSA book in regards to a traffic control person.

8.05 Upon successfully completing three (3) months of continuous employment or upon recall, whichever comes last, an employee will be entitled to be reimbursed up to one hundred fifty dollars ($150.00) for safety boots per calendar year. A receipt must be submitted before payment.

8.06 The Employer agrees to supply the necessary drinking water and proper sanitary facilities, where practical, which shall be maintained in a clean and sanitary condition by the employees and the Employer. It is understood that the provisions of this section do not apply to jobs of short duration, defined as jobs that are anticipated to be completed in less than two (2) weeks.

8.07 (a) Subject to Article 8.07 (b), the Employer shall reimburse an employee the cost of a Drivers Abstract or CVOR that is requested by the Employer.

(b) Employees will be responsible for the cost of a Drivers Abstract or CVOR requested by the Employer if they are:

(i) Newly hired by the Employer;

(ii) Upon referral to the Employer by the Union; and

(iii) After being on a leave of absence or lay off for three (3) months or longer.

8.08 The Employer agrees to make reasonable arrangements to provide relief for flagpersons during break times, lunch and/or washroom breaks.

ARTICLE 9 PRODUCTIVITY AND QUALITY

9.01 The Union and the Employer recognize the mutual value of improving by all proper and reasonable means the productivity of the individual employee and both will undertake individually and jointly to promote such increased productivity. The parties further recognize the importance of improving the quality of work performed.

9.02 The Union and the employees will co-operate with the Employer to prevent wasteful practices.

9.03 All disciplinary action taken by the Employer shall be removed from an employee's files and records after twelve (12) months provided there is no other discipline during the twelve (12) month period.

ARTICLE 10 PAYMENT OF WAGES

10.01 Wages shall be paid weekly not later than Friday including a short pay period by cheque or direct deposit at the option of the Employer, during working hours and shall be accompanied by a statement outlining hours of work, overtime hours, deductions for income tax, employment insurance, etc., where applicable.

10.02 When an employee is permanently laid off, they shall receive their pay in full and shall be given their Record of Employment certificate and Vacation Pay on the next regular pay day from official receipt of final approved time sheet.

10.03 When an employee quits, or is dismissed, they will receive their pay, Record of Employment certificate and Vacation Pay on the next regular pay day.

10.04 Direct deposit for all employees shall be deposited in the employee's Account by Friday noon, subject to bank policy.

ARTICLE 11 PROBATION

11.01 Any employee not referred by the Union and as provided for in Article 2.02 shall be subject to a probationary period, until after they have been employed for 3 months. The Employer will make reasonable efforts to schedule work for an existing employee prior to scheduling work for a probationary employee.

11.02 A probationary employee may be disciplined or discharged at any point during the probationary period for any reason, and such action shall be deemed for just cause, regardless of the circumstances. There shall be recourse to the grievance procedure for discipline or discharge only on the issue of whether or not the actions of the Employer have been arbitrary, discriminatory, or in bad faith.

ARTICLE 12 REST PERIOD AND LUNCH BREAK

12.01 It is agreed that all employees of the Employer will be permitted a paid rest period of fifteen (15) minutes in each half of their respective shifts.

12.02 Employees shall be entitled to a paid thirty (30) minute lunch break while on the job. The employee is required to remain on the job site during their lunch break.

12.03 Suitable and adequately heated shelter for employees to eat their lunch shall be provided by the Employer, where practical.

12.04 The Employer agrees to provide a paid rest period of twenty (20) minutes after an employee works twelve (12) hours in a shift.

12.05 The Employer agrees to provide an employee with a twenty-five dollar ($25.00) food allowance (whether food is purchased or not) after an employee works fourteen (14) hours in a shift.

ARTICLE 13 HOURS OF WORK AND OVERTIME

13.01 The following Article is intended to define the normal hours for the purpose of calculating overtime only and shall not be construed as guaranteed hours per day or per week, or of the days of work per week.

13.02 There will be no duplication or pyramiding of overtime, and/or any other premium compensation.

13.03 The normal work week shall consist of fifty-five (55) hours Monday to Saturday and shall be paid at the regular rate.

13.04 All hours worked in excess of fifty-five (55) hours during the work week shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay.

13.05 All hours worked on Sunday and on Statutory Holidays shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay. It is understood and agreed that the premium rate for statutory holidays is only applicable to those hours actually worked between 12:00 a.m. and 11:59 p.m. on the statutory holiday.

Effective May 1, 2027, notwithstanding Article 13.03, all hours worked on Saturday after 6 am, Sunday and on Statutory Holidays shall be paid at the rate

of one and one-half (1 ½) times the regular rate of pay. It is understood and agreed that the premium rate for statutory holidays is only applicable to those hours actually worked between 12:00 am and 11:59 pm on the statutory holiday.

13.06 Employees are to be paid from the time they leave the Employer's shop in the morning until they return in the evening. If the employee remains out of town in the evening, then the start and stop time will be calculated from the time they leave or arrive at the hotel for the evening at the end of their shift.

13.07 If an employee is notified, in writing, by their Employer that they will be "on-call", the employee will receive a payment in the amount of fifty dollars ($50.00) per calendar day they are on-call. If an employee is called in, hours worked by the employee will be paid in accordance with the Collective Agreement. If an employee fails to respond to the call in, the employee will not receive the on-call payment.

ARTICLE 14 VACATION AND STATUTORY HOLIDAY PAY

14.01 It is understood and agreed that employees shall be entitled to vacation and statutory holiday pay at the rate of ten percent (10%) of gross hourly wages (excluding any vacation pay). For greater clarity, the parties agree that the ten percent (10%) referred to shall comprise six percent (6%) for vacation pay and four percent (4%) for statutory holiday pay based on all hours worked.

14.02 It is agreed and understood that the vacation and statutory holiday pay money shall be paid weekly as part of normal payroll.

ARTICLE 15 STATUTORY HOLIDAYS

15.01 The following ten (10) Official Statutory Holidays shall be observed:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

And any other statutory holiday proclaimed by the Provincial Government.

15.02 If any of the above statutory holidays fall on Saturday or Sunday, such holidays shall be observed on the day or days immediately following the weekend.

15.03 When any of the above statutory holidays fall on Tuesday, Wednesday, or Thursday, the Employer and the Local Union Business Manager may, by mutual agreement, reschedule the holiday to a Monday or a Friday.

ARTICLE 16 REPORTING ALLOWANCE

16.01 An employee who reports for work at the regular starting time, unless they have been directed not to report, and for whom no work is available will receive three (3) hours' pay provided they remain at the job if requested by their supervisor. The employee must be reasonably available to be advised of changes or cancellations.

ARTICLE 17 LEAVES OF ABSENCE

17.01 The Employer may grant an employee an unpaid Leave of Absence from work upon request by the employee in writing. Permission for such Leave of Absence shall not be unreasonably withheld. Any authorized Leave of Absence shall not adversely affect an employee's recall rights.

ARTICLE 18 CLASSIFICATION AND WAGE RATES

18.01 Attached hereto as Appendix "A" is the Schedule which sets out the classifications and wage rates that forms part of this Collective Agreement.

18.02 Rates for new classifications, not appearing in the wage schedule, shall be classified and agreed on by the Union and the Association within thirty (30) days of being placed in operation.

18.03 The Employer and Union recognize that Supervisors will not normally perform the work of employees recognized by this Agreement. Both parties agree that Supervisors will be required to perform such work from time to time, for the purpose of assisting; training; demonstrating; relieving, when relief is not available; or in cases of an emergency.

ARTICLE 19 JURISDICTIONAL ISSUES

19.01 When a work claim dispute arises between the Union which is party to this Agreement and any other Union or organization which cannot be settled to the satisfaction of all parties concerned, work shall proceed without stoppage. Such a dispute shall forthwith be processed as a complaint to the Ontario Labour Relations Board requesting an order from the Jurisdictional Disputes Commission as outlined in section 99 of the Ontario *Labour Relations Act* and in the meantime,

work shall be assigned by the Employer to the Union signatory to this Agreement, until the Employer is otherwise directed by the Ontario Labour Relations Board.

ARTICLE 20 GOVERNMENT LEGISLATION

20.01 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 provision without in any way affecting the remainder of the Collective Agreement.

ARTICLE 21 HARDSHIP

21.01 Where a particular clause, article or provision contained within this Agreement works a hardship on either party during the life of this Agreement, the parties shall meet and may amend, add or delete such clause, article or provision and such Agreement will form part of this Agreement commencing from an effective date that is agreed upon by the parties.

ARTICLE 22 MOBILITY

22.01 There will be no restriction on the mobility of employees employed pursuant to this Agreement throughout the Province of Ontario.

22.02 The Employer shall send all remittances required under the terms of this Collective Agreement, not later than the 15th day of the following month, to the Secretary-Treasurer of the employee's home Local Union.

22.03 If an employee is required to be out of town overnight, the Employer shall provide, at its discretion:

(a) Suitable lodging and seventy dollars ($70.00) for meals; or

(b) Two hundred dollars ($200.00),

for each night that the employee is required to remain out of town.

22.04 The Employer shall supply or arrange parking for the employee(s). Where the Employer cannot supply or arrange free parking and there are no reasonable alternate parking options available, the Employer will pay up to a maximum of twenty dollars ($20.00) per day to employees who submit to their Employer parking receipts within seven (7) calendar days. Upon production of receipts by the employee, reimbursement shall be made within two pay periods.

ARTICLE 23 DURATION OF AGREEMENT

23.01 This Agreement shall be effective from May 1, 2025 and shall continue in effect until April 30, 2028 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other in writing within the period of ninety (90) days immediately prior to the annual expiration date that it desires to amend the Agreement. Negotiations shall begin within fifteen (15) days following notification as noted above, unless another date is agreed upon by the parties.

23.02 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new agreement is signed between the parties, or until conciliation proceedings prescribed under the *Labour Relations Act, 1995*, have been completed whichever should first occur.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the date and year first above written.

DATED THIS 10th day of July, 2025.

SIGNED ON BEHALF OF:

EMPLOYER

(Signature)

Nav Bassan

(Print Name)

SIGNED ON BEHALF OF:

Labourers' International Union of North America, Ontario Provincial District Council

Paul Hickey

(Signature)

Paul Hickey

(Print Name)

APPENDIX "A"

LIUNA SCHEDULES

The following rates apply across the Province of Ontario.

ARTICLE A1 – CLASSIFICATION AND WAGES

A1.1 The rates of wages shall be effective on the dates indicated.

A1.2 The following are the job classifications for the various job groupings on construction projects as referred to in the Collective Agreement.

A1.3 An employee will continue to receive the wage rate of their regular job classification when they are temporarily assigned work from a lower job classification.

OTCCA Agreement A1-Classification and Wages	EFFECTIVE DATE	HOURLY WAGE RATE	10 % VAC. PAY	PENSION	HEALTH & WELFARE	TOTAL PACKAGE	Industry Fund
Crash Truck Driver 1 - First ninety (90) days of employment	1-May-25	$ 26.42	$ 2.64	$ 2.98	$ 4.50	$ 36.54	$0.20
	1-May-26	$ 27.87	$ 2.79	$ 3.23	$ 4.65	$ 38.54	$0.20
	1-May-27	$ 29.78	$ 2.98	$ 3.48	$ 4.80	$ 41.04	$0.20
Crash Truck Driver 2- After completing ninety (90) days of employment, CTD2 rate will be paid for 2000 hours worked in this rate class	1-May-25	$ 27.92	$ 2.79	$ 2.98	$ 4.50	$ 38.19	$0.20
	1-May-26	$ 29.37	$ 2.94	$ 3.23	$ 4.65	$ 40.19	$0.20
	1-May-27	$ 31.26	$ 3.13	$ 3.48	$ 4.80	$ 42.69	$0.20
Crash Truck Driver 3 - CTD3 applies upon completion of 2000 hours worked in CTD2 rate class	1-May-25	$ 29.42	$ 2.94	$ 2.98	$ 4.50	$ 39.84	$0.20
	1-May-26	$ 30.87	$ 3.09	$ 3.23	$ 4.65	$ 41.84	$0.20
	1-May-27	$ 32.76	$ 3.28	$ 3.48	$ 4.80	$ 44.34	$0.20
Traffic Control Technician 1 - First ninety (90) days of employment	1-May-25	$ 26.42	$ 2.64	$ 2.98	$ 4.50	$ 36.54	$0.20
	1-May-26	$ 27.87	$ 2.79	$ 3.23	$ 4.65	$ 38.54	$0.20
	1-May-27	$ 29.78	$ 2.98	$ 3.48	$ 4.80	$ 41.04	$0.20
Traffic Control Technician 2 - After completing ninety (90) days of employment, Traffic Control Technician 2 rate will be paid for 2000 hours worked in this rate class	1-May-25	$ 27.42	$ 2.74	$ 2.98	$ 4.50	$ 37.64	$0.20
	1-May-26	$ 28.87	$ 2.89	$ 3.23	$ 4.65	$ 39.64	$0.20
	1-May-27	$ 30.78	$ 3.08	$ 3.48	$ 4.80	$ 42.14	$0.20
Traffic Control Technician 3- Traffic Control - Traffic Control Technician 3 applies upon completion of 2000 hours worked in Traffic Control Technician 2 rate class	1-May-25	$ 28.42	$ 2.84	$ 2.98	$ 4.50	$ 38.74	$0.20
	1-May-26	$ 29.87	$ 2.99	$ 3.23	$ 4.65	$ 40.74	$0.20
	1-May-27	$ 31.78	$ 3.18	$ 3.48	$ 4.80	$ 43.24	$0.20
Traffic Control Team Lead 1 - Day Time Simple Freeway and/or Non-Freeway	1-May-25	$ 29.67	$ 2.97	$ 2.98	$ 4.50	$ 40.12	$0.20
	1-May-26	$ 31.13	$ 3.11	$ 3.23	$ 4.65	$ 42.12	$0.20
	1-May-27	$ 33.04	$ 3.30	$ 3.48	$ 4.80	$ 44.62	$0.20
Traffic Control Team Lead 2 - Night Time Simple Freeway	1-May-25	$ 31.67	$ 3.17	$ 2.98	$ 4.50	$ 42.32	$0.20
	1-May-26	$ 33.13	$ 3.31	$ 3.23	$ 4.65	$ 44.32	$0.20
	1-May-27	$ 35.04	$ 3.50	$ 3.48	$ 4.80	$ 46.82	$0.20
Traffic Control Team Lead 3 - Complex Freeway (Day or Night)	1-May-25	$ 33.42	$ 3.34	$ 2.98	$ 4.50	$ 44.24	$0.20
	1-May-26	$ 34.87	$ 3.49	$ 3.23	$ 4.65	$ 46.24	$0.20
	1-May-27	$ 36.78	$ 3.68	$ 3.48	$ 4.80	$ 48.74	$0.20

ARTICLE A2 LiUNA BENEFIT CONTRIBUTIONS

A2.1 The Employer agrees to contribute the following amount per hour for each hour worked by each employee covered by the terms of this Collective Agreement in its employ to the applicable Benefit Plan:

Effective May 1, 2025 –
Four dollars and fifty cents ($4.50);

Effective May 1, 2026 –
Four dollars and sixty-five cents ($4.65); and

Effective May 1, 2027 –
Four dollars and eighty cents ($4.80).

ARTICLE A3 LiUNA PENSION CONTRIBUTIONS

A3.1 The Employer agrees to contribute the following amount per hour for each hour worked by each employee covered by the terms of this Collective Agreement in its employ to LiUNA Pension Fund of Central and Eastern Canada:

Effective May 1, 2025 –
Two dollars and ninety-eight cents ($2.98);

Effective May 1, 2026 –
Three dollars and twenty-three cents ($3.23); and

Effective May 1, 2027 –
Three dollars and forty-eight cents ($3.48).

ARTICLE A4 ONTARIO TRAFFIC CONTROL CONTRACTORS' ASSOCIATION

A4.1 The Employer agrees to contribute twenty cents ($0.20) per hour plus HST worked to the Ontario Traffic Control Contractors' Association.

A4.2 The twenty cents ($0.20) per hour plus HST for the Ontario Traffic Control Contractors' Association shall be remitted by the Employer to the Ontario Traffic Control Contractors' Association by the fifteenth (15th) of the month following the month that such hours were worked and shall be accompanied by a remittance report for each employee on a form prescribed by the Ontario Traffic Control Contractors' Association.

The payment will be made to the Ontario Traffic Control Contractors Association and will be sent to:

P.O. BOX 171
STEVENSVILLE PO, ON, L0S 1S0

Upon request, the Union will provide confirmation of hours worked by employers under this Collective Agreement. Such requests shall be made only through and on behalf of the Association and shall be made no more than once every three (3) months.

LETTER OF UNDERSTANDING #1

Between:

The Ontario Traffic Control Contractors' Association
(the "Association")

- and –

Labourers' International Union of North America, Ontario Provincial District Council and its affiliated Local Unions 183, 493, 527, 607, 625, 837, 1036, 1059 and 1089

(collectively and separately referred to as the "Union" herein)

The parties agree that the Union will ensure that any contractors engaged in traffic control operations who become bound to the Union, either by way of certification or voluntary recognition, in the Province of Ontario will be required to be bound to this Collective Agreement.

The Union agrees to advise the Ontario Traffic Control Contractors Association when it has signed an Employer to the Collective Agreement and will provide the Ontario Traffic Control Contractors Association with the name and contact information for the Employer. It is understood that the Ontario Traffic Control Contractors Association will be in contact with those Employers and they shall join the Ontario Traffic Control Contractors Association.

Dated this 10th day of JULY, 2025.

On behalf of the Employer

On behalf of the Union

NAV BASSAN

Print Name:

PAUL HICKEY

Print Name:

Letter of Understanding #2

Between:

Ontario Traffic Control Contractors Association
(the "Association")

-and-

Labourers' International Union of North America,
Ontario Provincial District Council and its affiliated Local Unions,
183, 493, 526, 607, 625, 837, 1036, 1059, and 1089
(collectively and separately referred to as the "Union")

The Association and the Union agree that sign installation is work that falls within the jurisdiction of the Provincial Traffic Control Collective Agreement. Accordingly, sign installation is to be performed by bargaining unit members and the terms and conditions of the Provincial Traffic Control Collective Agreement is to apply to this work.

For the purposes of clarity, sign installation consists of the installation and/or removal of signs and/or devices that regulate, warn and guide vehicular traffic.

Dated this 5th day of October, 2023.

On behalf of the Association
Print Name:

Paul Hickey
On behalf of the Union
Print Name: Paul Hickey

LETTER OF UNDERSTANDING #3

Between:

The Ontario Traffic Control Contractors Association

(the "Association")

- and -

Labourers' International Union of North America, Ontario Provincial District Council and its affiliated Local Union 183

(collectively and separately referred to as the "Union" herein)

RE: LOCAL 183 VACATION AND STATUTORY HOLIDAY PAY

The parties agree, for members of Local 183 only, vacation and statutory holiday pay money shall be paid into the Labourers' Local 183 Members' Vacation Pay Trust Fund.

Payments into the Fund shall be made by the fifteenth (15th) day of the month for which payment is due.

For clarity, Article 14.02 shall not apply to Local 183 members.

Dated this 10th day of JULY, 2025.

On behalf of the Association

On behalf of the Union

Nav Bassan

Print Name

Paul Hickey

Print Name

FUND NAMES AND REMITTANCE ADDRESSES FOR ALL TRUST FUNDS

Pension Funds:

For all Local Unions, make cheque payable to:

LiUNA Pension Fund of Central and Eastern Canada and shall be remitted directly to:

LiUNA 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:

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

Welfare, Training, Vacation and Holiday Pay & other Contributions (Remittances are to be remitted to the employee's home Local Union):

Local Union:	Payable to:	Mail to:	Phone/Fax:
Local 183	Local 183 Trust Administration	Local 183 Benefit Plan Administrators Limited 200 Labourers Way Vaughan, ON L4H 5H9	[Tel: (416) 240-7480] [Fax: (416) 240-7488]
Local 493 – Welfare, Scholarship, Supplementary Pension, Organizing Fund and Training Fund	LIUNA Local 493	584 Clinton Avenue Sudbury, ON P3B 2T2	[Tel: (705) 674-2515] [Fax: (705) 674-6728]
Local 527	LIUNA Local 527 Benefit,	c/o LIUNA Local 527 6 Corvus Court	[Tel: (613) 521-6565] [Fax: (613) 521-6580]

	Health and Safety Trust Funds	Ottawa, ON K2E 7Z4	
Local 607	The Labourers' Multi-Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 88 St. Regis Crescent South Toronto, ON M3J 1Y8	[Tel: (416) 635-6000] [Fax: (416) 635-6464]
Local 607 – Training	Construction and Allied Workers Local Union 607 Training and Education Fund	730 Balmoral Street Thunder Bay, ON P7C 5V3	[Tel: (807) 622-0607 [Fax: (807) 622-0454]
Local 625	Trustees of the L.I.U.N.A. Ontario Participating Locals 1981 Benefit Trust	c/o LIUNA Local 625 2155 Fasan Drive Oldcastle, ON N0R 1L0	[Tel: (519) 737-0373]
Local 625 – Funds	Labourers' Local 625 Funds	c/o LIUNA Local 625 2155 Fasan Drive Oldcastle, ON N0R 1L0	[Tel: (519) 737-0373]
Local 837 Local 837 – Training Local 837 – Vacation with Pay	LIUNA Local 837 Welfare Fund Labourers' Local 837 Training Trust Local 837 (Hamilton) Vacation Pay Trust Fund	All remittances to: c/o LIUNA Local 837 170 Jackson Street East Hamilton, ON L8N 1L4	[Tel: (905) 529-1116] [Fax: (905) 529-2723]
Local 1036	Labourers' Local 1036 Employee Benefit	c/o Global Benefit Plan Consultants Inc. 88 St. Regis Crescent South Toronto, ON M3J 1Y8	[Tel: (416) 635-6000] [Fax: (416) 635-6464]
Local 1036	Labourers' Local 1036 Employee Benefit Trust Fund – The Labourers'	c/o Global Benefit Plan Consultants Inc. 88 St. Regis Crescent South Toronto, ON M3J 1Y8	Tel: (416) 635-6000] [Fax: (416) 635-6464]

	Multi-Local Welfare Trust Fund of Ontario		
Local 1036 – Training	Labourers' Local 1036 Training Fund	c/o LiUNA Pension Fund of C & E Canada P.O. Box 9002 Lakeshore West PO Oakville, ON L6J 0B9	[Tel: (289) 291-3663] [Fax: (289) 291-0651]
Local 1059	LIUNA 1059 Benefit Trust	c/o WA Health 149 Main Street East Hamilton, Ontario L8N 1G4	[Tel: (289) 768-3621] [Fax: (289) 768-3620]
Local 1059 – Training	LIUNA Local 1059 Training Trust Fund	c/o LIUNA Local 1059 635 Wilton Grove Road London, ON N6N 1N7	[Tel: (519) 455-8083] [Fax: (519) 455-0712]
Local 1059 GRRSP	Local 1059 GRRSP Fund	c/o LIUNA Local 1059 635 Wilton Grove Road London, ON N6N 1N7 or designated alternative with 60 days written notice by Local 1059	[Tel: (519) 455-8083] [Fax: (519) 455-0712]
Local 183 (OLRB Areas 7 & 27)	Local 183 Trust Administration	Local 183 Benefit Plan Administrators Limited 200 Labourers Way Vaughan, ON L4H 5H9	[Tel: (416) 240-7480] [Fax: (416) 240-7488]
Local 837 (OLRB Areas 4 and 6)	LIUNA Local 837 (Cambridge)	Local 837 Cambridge 330 Industrial Road Cambridge, ON N3H 4R7	[Tel: (519) 653-3333] [Fax: (519) 653-8086]
Local 1059 (OLRB Area 28)	LIUNA Local 1059	Local 1059 635 Wilton Grove Road London, ON N6N 1N7	[Tel: (519) 455-8083] [Fax: (519) 455-0712]
Local 1089	Labourers' Local 1089 (Sarnia) Benefit Trust Fund	c/o LIUNA Local 1089 1255 Confederation St. Sarnia, ON N7S 4M7	[Tel: (519) 332-1089] [Fax: (519) 332-6378]
Local 1089 – GRSP	Labourers' Local 1089 G.R.S.P. Fund	c/o LIUNA Local 1089 1255 Confederation St. Sarnia, ON N7S 4M7	[Tel: (519) 332-1089] [Fax: (519) 332-6378]
Local 1089 – Training	The Administrator of Local 1089 Training Fund	c/o LIUNA Local 1089 1255 Confederation St. Sarnia, ON N7S 4M7	[Tel: (519) 332-1089] [Fax: (519) 332-6378]

LABOURERS' EQUITY AND DIVERSITY (LEAD!)
CHARTER OF INCLUSION AND DIVERSITY

All human beings are born free and equal in rights and dignity. No person should be discriminated against because of their race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital or family status, or disability.

We condemn racism.

We condemn discrimination against women.

We condemn discrimination based upon sexual orientation or gender identity.

We condemn islamophobia, anti-Semitism, and other forms of religious discrimination.

Racism, hate, intolerance, and bigotry have no place in our industry. Black lives matter. Indigenous lives matter.

Racism and discrimination are real, and they exist throughout society. We will take steps to eradicate racism and discrimination from our industry. We will take steps to promote racial and gender diversity and inclusion in our industry. We will take steps to have workforces and leadership teams that are as wonderful and diverse as the communities in which we live. Working together we will build more truly inclusive workplaces.

It will take time and effort to implement these commitments. It will not be easy, but it must be done. We owe it to ourselves, and to each other, to do better.

We Condemn all forms of Racism and Discrimination

This is Exhibit "5" referred to in the Affidavit of Sammy Tinebra sworn by Sammy Tinebra of the City of Hamilton, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on September 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LAUREN ALLAN, LSO#P12614

PROVINCIAL TRAFFIC CONTROL COLLECTIVE AGREEMENT

BETWEEN:

Ontario Traffic Control Contractors Association

(the "Association" and "Employer")

-and-

Labourers' International Union of North America,
Ontario Provincial District Council and its affiliated
Local Unions, 183, 493, 527, 607, 625, 837, 1036, 1059, and 1089

(collectively and separately referred to as the "Union" herein)

WHEREAS the Union and the Association are desirous of establishing a collective agreement with respect to employees of the Employer engaged in the construction industry in the Province of Ontario, to provide uniform interpretation, application and administration of the relationship established.

AND WHEREAS the Union recognizes the formation by the Employers of the Association and agrees to deal with the said Association in accordance with the Accreditation Order, but without liability against the Association for violations of the Collective Agreement by Employers, in negotiating and administering a common collective agreement.

NOW THEREFORE it is agreed as follows:

ARTICLE 1 RECOGNITION

1.01 The Association on behalf of its members and all other Employers it represents as a result of the accreditation order of the Ontario Labour Relations Board and otherwise, recognizes the Union as the exclusive bargaining agent for all construction employees of the Employer in its traffic control operations throughout the Province of Ontario, in all sectors of the construction industry excluding the ICI sector, save and except office staff, construction clerks, shop and yard employees, non-working forepersons and persons above the rank of non-working foreperson.

Clarity Note: The Parties agree that if flagging work is undertaken by the Employer then it shall be performed in accordance with the terms and conditions by any existing collective agreement consistent with the scope and classification schemes set out therein in the appropriate sector where the work is being performed and within the jurisdiction of the LiUNA local.

1.02 To the extent that the Employer engages in construction work beyond traffic control operations in the non-ICI sectors of the construction industry, the Employer recognizes the Union as the exclusive bargaining agent for those construction employees and the parties

agree to meet on an expedited basis to discuss, determine or negotiate mutually satisfactory terms and conditions of employment. To the extent that the parties cannot reach agreement over the terms and conditions, then either party may refer the matter as a grievance to binding arbitration as provided for in Article 5.

1.03 The parties agree with respect to the application of any accredited agreements as it relates to traffic control operations that the terms of this Collective Agreement shall continue to apply until it is either determined or agreed that an accredited agreement applies to the work in question. If it is determined or agreed that an accredited agreement applies to the work in question, the terms of the accredited agreement shall then apply.

1.04 The Employer undertakes not to subcontract any work covered by the terms of this collective agreement to any entity unless such entity is bound to and in contractual relations with the Union.

1.05 All references in this agreement to the male gender shall be interpreted so as to include the female gender.

1.06 It is understood and agreed that the following classifications of work are covered by this Agreement:

(a) Crash Truck Driver (which includes, but is not limited to, driving and the setting up and removal of freeway realignments, closures and openings);
(b) Traffic Control Technicians; and
(c) Traffic Control Team Leaders.

ARTICLE 2 UNION SECURITY

2.01 All employees covered by this agreement shall, as a condition of employment, become and remain members of the Union within fifteen (15) working days of the date of employment. All such employees, other than those referred to the Employer by the Union, shall be subject to a three month probationary period during which time the retention of their employment shall be at the sole discretion of the Employer.

2.02 All employees in the employ of the Employer shall, when working in a position within the bargaining unit described in Article 1 thereof, be required, as a condition of employment, to sign an authorization for dues check-off and assessments from the Union and any such authorization shall be in duplicate and shall be signed by the employee concerned and duly witnessed.

The Employer agrees to recognize such check-off authorization and deduct whatever sum may be authorized for Union dues and assessments from the first pay due each calendar month and to remit the same not later than the fifteenth (15th) day of the following month to the Financial Secretary of the employee's home Local Union.

The Employer, shall, when remitting such dues and assessments, name the employees from whose pay such deductions have been made and their Employee Numbers, also the names of any employees who have left the employ of the Employer since the last payment and the names of employees who have been hired by the Employer.

The Employer agrees to deduct from each employee in the bargaining unit working dues at the rate of three percent (3%) of the gross hourly wages (excluding any vacation pay). Such deductions shall be forwarded along with the remittances required under Appendix "A" and supporting information shall be as required by the Trustees on the Reporting forms. Such deductions shall be immediately paid to the employee's home Local Union by the administrator of the plans.

Furthermore, each employee hereby authorizes the Employer to deduct Ontario Provincial District Council (O.P.D.C.) dues in the sum of Forty cents ($0.40) per hour and remit same to the LIUNA Pension Fund of Central and Eastern Canada, along with pension contributions.

2.03 The Union agrees to save and hold harmless and to indemnify the Employer against any liability incurred as a result of the deduction of Union dues and/or assessments.

2.04 The Employer shall follow the following procedures when hiring employees covered by this Agreement:

(a) The Employer will contact the Union for supply of all labour. In the event the Union is unable to supply the labour required by the Employer within twenty-four (24) hours, the Employer is free to hire such labour as is available, but such probationary labour shall acquire a referral slip prior to commencing work and, as a condition of employment, shall become a member in good standing in the Union immediately after fifteen (15) working days of employment.

(b) The Employer has the right to recall regular employees after layoff and where the employee recalled wishes to return to the Employer, the Union shall issue a referral slip.

2.05 All employees shall, when working in a position within the bargaining unit described above, be required as a condition of employment to be a member in good standing with the Union or an affiliated Local Union before commencing employment and shall be required to maintain such membership while working within the bargaining unit for the duration of this Agreement. The Union and Local Unions will not unreasonably withhold membership, subject to the terms of this agreement.

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, locate, extend, curtail or cease operations, to determine the number of workers required at any or all locations, to determine the kinds and location of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of employees and to maintain order, and efficiency.

(b) To select, hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that they have been discharged without reasonable cause shall be subject to the provisions of the Grievance Procedure.

(c) To make or alter, from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees and if reasonable, to notify in writing seventy-two (72) hours prior to any changes affecting all employees of said rules or changes to said rules.

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

ARTICLE 4 GRIEVANCE PROCEDURE

4.01 There shall be an earnest effort, on the part of all parties to this Agreement, to settle promptly, through the procedure set out herein, any complaints, grievances, or disputes arising from the interpretation, application or administration of this Agreement.

4.02 All grievances, to be dealt with under Step Two below, shall be in writing, on forms supplied by the Union and signed by the employee having such a grievance.

4.03 Written grievances, to be valid, shall set out the nature of the grievance, the Article or Articles of the Agreement alleged to have been violated and the nature of the remedy sought and shall not be subject to change at later steps, except by mutual agreement in writing with the Employer, or in the case of remedy, an Arbitrator.

4.04 In determining the time which is allowed in the various steps of Articles 4 and 5, Saturday, Sunday and Statutory Holidays shall be excluded and any time limits may be extended by mutual agreement in writing.

4.05 If advantage of the provisions of Article 4 and 5 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 re-opened.

4.06 The Employer shall designate and name the official to whom a written grievance is submitted at Step #2.

4.07 a) It is understood and agreed that an employee does not have a grievance until they have discussed the matter with their foreperson or other supervisory personnel acting in this capacity and given them an opportunity of dealing with the complaint. Their decision shall be made known to said employee within forty-eight (48) hours. Grievances properly arising under this Agreement shall be adjusted and settled as follows:

STEP 1 - Within ten (10) full working days after the circumstances, giving rise to the grievance, occurred or originated the aggrieved employee and/or the Union Representative, shall present the grievance in writing to the official of the Employer named by the Employer to handle grievances at this Step.

If a settlement satisfactory to the Union Representative and the employee concerned is not reached within two (2) full working days, the grievance may be presented as indicated in Step Two at any time within five (5) full working days thereafter.

STEP 2 - Within ten (10) full working days following the delivery of the grievance in Step 1, the aggrieved employee and/or the Union Representative will meet with the Employer Representative in an effort to resolve the grievance.

(b) Should no satisfactory settlement be reached within five (5) full working days after the meeting at Step 2, the grievance may be submitted to arbitration.

(c) The Union may process a written grievance which involves a number of employees of the Employer or the interpretation of the Agreement. Such grievances shall be commenced at Step 2 of the above procedure.

(d) The Employer may process a written grievance alleging a violation of the interpretation of the Agreement at Step 2 of the above procedure.

(e) No decision or settlement involving any grievance which has been dealt with at Step 1 above, other than grievances which have been properly referred to final and binding determination shall be used by any party as a precedent in future cases and shall be treated as only applicable to the grievance in question.

4.08 Notwithstanding the above, a grievance concerning wages and fringe benefits may be presented within thirty (30) days after the circumstances giving rise to the grievance occurred or originated and further provided that a grievance concerning Welfare or Pension contributions may be presented within thirty (30) days after the particulars of such a grievance should have reasonably become first known to a Union Representative.

4.09 The Union shall send the Association a copy of all grievances to the attention of Peter Wehmeyer (peter@directtraffic.ca) and Leslie Brown (lab@lablourlaw.com). The Association shall notify the Union in writing of any changes to the contacts to be copied.

ARTICLE 5 ARBITRATION

5.01 Where a difference or dispute arises between the parties relating to the interpretation, application or administration of this Agreement, either of the parties may, after exhausting the grievance procedure outlined inArticle 4, notify the other party in writing of its desire to submit the difference, dispute or allegation to arbitration within twenty (20) working days after completion of Step 2 in Article 4.07. The notice shall contain the names of the first party's proposed Arbitrator. The recipient of the notice shall, within five (5) working days, advise the other party that it accepts the proposed Arbitrator or that it rejects such nominee and in such case shall propose another Arbitrator.

5.02 If the recipient of the notice fails to accept or nominate an Arbitrator, or if the parties fail to agree upon an Arbitrator within ten (10) working days of the notice outlined in Article 5.01, the appointment shall be made by the Minister of Labour, Ontario upon the request of either party.

5.03 The decisions of the Arbitrator constituted in the above manner shall be binding on the parties to this Agreement.

5.04 The Arbitrator shall not have any power to alter or change any of the provisions of the Agreement or to substitute any new provisions, for any existing provisions, nor to give any decisions inconsistent with the terms and provisions of this Agreement.

5.05 The parties to this Agreement will equally bear the expenses of the Arbitrator.

ARTICLE 6 UNION REPRESENTATION

6.01 The Employer shall not refuse permission to any representative from the Union, upon request, to enter the Employer's premises or job site(s) in the administration of this Agreement provided that it does not interfere with the work and provided they advise the site Supervisor (the Employer) in advance.

6.02 The Employer agrees to recognize one (1) Union steward on each shift from the Union as may, from time to time, be appointed by the Union, but shall not be obliged to recognize such stewards until they have been informed in writing of the names of all stewards as they were appointed.

a) The steward for the Union shall be the last employee covered under the terms of this Agreement to remain working providing they are competent and capable of doing the remaining work.

b) No discrimination shall be shown against any steward for carrying out their duties but in no case shall their duties interfere with the progress of the work or their duties to the Employer.

c) The steward shall be the first worker recalled from lay-off providing they are competent and capable of performing the work provided. This shall apply to all workers save and except forepersons (Team Lead).

ARTICLE 7 NO STRIKE. NO LOCKOUT

7.01 During the term of this Agreement the Union agrees that there shall be no strike and the Employer agrees that there shall be no lockout.

7.02 The words "Strike" and "Lockout" in this Agreement shall mean "Strike" and "Lockout" as defined in the Ontario *Labour Relations Act.*

7.03 The Union agrees it will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional purposes.

ARTICLE 8 SAFETY, SANITATION AND SHELTER

8.01 The Employer, the employees and the Union agree to abide by the provisions of the current Occupational Health and Safety Act and regulations for Construction Projects, the Employer's company Safety/Environmental policy and any other applicable Federal or Provincial regulations or acts concerning Safety or Environmental matters.

8.02 The Employer acknowledges that pursuant to the *Employment Standards Act, 2000* ("the ESA") that it has no right to withhold wages or make deductions against wages owing unless permitted by the ESA or some other statute or by order issued by an arbitrator or the court.

8.03 Every employee shall, as a condition of employment, be required to wear approved safety helmet, approved safety boots and other personal protective equipment that may be designated by the Employer and required in specific work areas.

8.04 Safety helmets and other personal protective equipment other than footwear will be supplied by the Employer at no cost or deposit to the Employee on the condition that the articles are returned on termination of employment. Personal protective equipment shall include, where required, safety vests, raingear except hearing and eye protectors. Also included are any articles required to comply with applicable safety codes and acts, as per OHSA book in regards to a traffic control person.

8.05 Upon successfully completing three (3) months of continuous employment or upon recall, whichever comes last, an employee will be entitled to be reimbursed up to one hundred fifty dollars ($150.00) for safety boots per calendar year. A receipt must be submitted before payment.

8.06 The Employer agrees to supply the necessary drinking water and proper sanitary facilities, where practical, which shall be maintained in a clean and sanitary condition by the employees and the Employer. It is understood that the provisions of this section do not apply to jobs of short duration, defined as jobs that are anticipated to be completed in less than two (2) weeks.

8.07 (a) Subject to Article 8.07 (b), the Employer shall reimburse an employee the cost of a Drivers Abstract or CVOR that is requested by the Employer.

(b) Employees will be responsible for the cost of a Drivers Abstract or CVOR requested by the Employer if they are:
(i) Newly hired by the Employer;
(ii) Upon referral to the Employer by the Union; and
(iii) After being on a leave of absence or lay off for three (3) months or longer.

8.08 The Employer agrees to make reasonable arrangements to provide relief for flagpersons during break times, lunch and/or washroom breaks.

ARTICLE 9 PRODUCTIVITY AND QUALITY

9.01 The Union and the Employer recognize the mutual value of improving by all proper and reasonable means the productivity of the individual employee and both will undertake individually and jointly to promote such increased productivity. The parties further recognize the importance of improving the quality of work performed.

9.02 The Union and the employees will co-operate with the Employer to prevent wasteful practices.

9.03 All disciplinary action taken by the Employer shall be removed from an employee's files and records after twelve (12) months provided there is no other discipline during the twelve (12) month period.

ARTICLE 10 PAYMENT OF WAGES

10.01 Wages shall be paid weekly not later than Friday including a short pay period by cheque or direct deposit at the option of the Employer, during working hours and shall be accompanied by a statement outlining hours of work, overtime hours, deductions for income tax, employment insurance, etc., where applicable.

10.02 When an employee is permanently laid off, they shall receive their pay in full and shall be given their Record of Employment certificate and Vacation Pay on the next regular pay day from official receipt of final approved time sheet.

10.03 When an employee quits, or is dismissed, they will receive their pay, Record of Employment Certificate and Vacation Pay on the next regular pay day.

10.04 Direct deposit for all employees shall be deposited in the employee's Account by Friday noon, subject to bank policy.

ARTICLE 11 PROBATION

11.01 Any employee not referred by the Union and as provided for in Article 2.2 shall be subject to a probationary period, until after they have been employed for 3 months. The Employer will make reasonable efforts to schedule work for an existing employee prior to scheduling work for a probationary employee.

11.02 A probationary employee may be disciplined or discharged at any point during the probationary period for any reason, and such action shall be deemed for just cause, regardless of the circumstances. There shall be recourse to the grievance procedure for discipline or discharge only on the issue of whether or not the actions of the Employer have been arbitrary, discriminatory, or in bad faith.

ARTICLE 12 REST PERIOD AND LUNCH BREAK

12.01 It is agreed that all employees of the Employer will be permitted a paid rest period of fifteen (15) minutes in each half of their respective shifts.

12.02 Employees shall be entitled to a paid thirty (30) minute lunch break while on the job. The employee is required to remain on the job site during their lunch break.

12.03 Suitable and adequately heated shelter for employees to eat their lunch shall be provided by the Employer, where practical.

12.04 The Employer agrees to provide a paid rest period of twenty (20) minutes after an employee works twelve (12) hours in a shift.

12.05 The Employer agrees to provide an employee with a twenty dollar ($20.00) food allowance (whether food is purchased or not) after an employee works fourteen (14) hours in a shift.

ARTICLE 13 HOURS OF WORK AND OVERTIME

13.01 The following Article is intended to define the normal hours for the purpose of calculating overtime only and shall not be construed as guaranteed hours per day or per week, or of the days of work per week.

13.02 There will be no duplication or pyramiding of overtime, and/or any other premium compensation.

13.03 The normal work week shall consist of fifty-five (55) hours Monday to Saturday and shall be paid at the regular rate.

13.04 All hours worked-in excess of fifty-five (55) hours during the work week shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay.

13.05 All hours worked on Sunday and on Statutory Holidays shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay. It is understood and agreed that the premium rate for statutory holidays is only applicable to those hours actually worked between 12:00am and 11:59pm on the statutory holiday.

13.06 Employees are to be paid from the time they leave the Employer's shop in the morning until they return in the evening. If the employee remains out of town in the evening, then the start and stop time will be calculated from the time they leave or arrive at the hotel for the evening at the end of their shift.

13.07 If an employee is notified, in writing, by their Employer that they will be "on-call," the employee will receive a payment in the amount of fifty dollars ($50.00) per calendar day they are on-call. If an employee is called in, hours worked by the employee will be paid in accordance with the Collective Agreement. If an employee fails to respond to the call in, the employee will not receive the on-call payment.

ARTICLE 14 VACATION AND STATUTORY HOLIDAY PAY

14.01 It is understood and agreed that employees shall be entitled to vacation and statutory holiday pay at the rate of ten percent (10%) of gross hourly wages (excluding any vacation pay). For greater clarity, the parties agree that the ten percent (10%) referred to shall comprise six percent (6%) for vacation pay and four percent (4%) for statutory holiday pay based on all hours worked.

14.02 It is agreed and understood that the vacation and statutory holiday pay money shall be paid weekly as part of normal payroll.

ARTICLE 15 STATUTORY HOLIDAYS

15.01 The following 10 (ten) Official Statutory Holidays shall be observed:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

And any other statutory holiday proclaimed by the Provincial Government.

15.02 If any of the above statutory holidays fall on Saturday or Sunday, such holidays shall be observed on the day or days immediately following the weekend.

15.03 When any of the above statutory holidays fall on Tuesday, Wednesday, or Thursday, the Employer and the Union may by mutual agreement reschedule the holiday to a Monday or Friday.

ARTICLE 16 REPORTING ALLOWANCE

16.01 An employee who reports for work at the regular starting time, unless they have been directed not to report, and for whom no work is available will receive three (3) hours pay provided they remain at the job if requested by their supervisor. The employee must be reasonably available to be advised of changes or cancellations.

ARTICLE 17 LEAVES OF ABSENCE

17.01 The Employer may grant an employee an unpaid Leave of Absence from work upon request by the employee in writing. Permission for such Leave of Absence shall not be unreasonably withheld. Any authorized Leave of Absence shall not adversely affect an employee's recall rights.

ARTICLE 18 CLASSIFICATION AND WAGE RATES

18.01 Attached hereto as Appendix "A" is the Schedule which sets out the classifications and wage rates that forms part of this Collective Agreement.

18.02 Rates for new classifications, not appearing in the wage schedule, shall be classified and agreed on by the Union and the Association within thirty (30) days of being placed in operation.

18.03 The Employer and Union recognize that supervisors will not normally perform the work of employees recognized by this agreement. Both parties agree that Supervisors will be required to perform such work from time to time, for the purpose of assisting; training; demonstrating; relieving, when relief is not available; or in cases of an emergency.

ARTICLE 19 JURISDICTIONAL ISSUES

19.01 When a work claim dispute arises between the Union which is party to this Agreement and any other Union or organization which cannot be settled to the satisfaction of all parties concerned work shall proceed without stoppage. Such a dispute shall forthwith be processed as a complaint to the Ontario Labor Relations Board requesting an order from the Jurisdictional Disputes Commission as outlined in section 99 of the Ontario *Labour Relations Act* and in the meantime work shall be assigned by the Employer to the Union signatory to this Agreement, until the Employer is otherwise directed by the Ontario Labor Relations Board.

ARTICLE 20 GOVERNMENT LEGISLATION

20.01 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 provision without in any way affecting the remainder of the Collective Agreement.

ARTICLE 21 HARDSHIP

21.01 Where a particular clause, article or provision contained within this Agreement works a hardship on either party during the life of this Agreement, the parties shall meet and may amend, add or delete such clause, article or provision and such Agreement will form part of this Agreement commencing from an effective date that is agreed upon by the parties.

ARTICLE 22 MOBILITY

22.01 There will be no restriction on the mobility of employees employed pursuant to this Agreement throughout the Province of Ontario.

22.02 The Employer shall send all remittances required under the terms of this Collective Agreement, not later than the 15th day of the following month, to the Secretary-Treasurer of the employee's home Local Union.

22.03 If an employee is required to be out-of-town overnight, the Employer shall provide, at its discretion:

(a) Suitable lodging and Sixty Dollars ($60.00) for meals; or

(b) Two Hundred Dollars ($200.00),

for each night that the employee is required to remain out-of-town.

ARTICLE 23 DURATION OF AGREEMENT

23.01 This Agreement shall be effective from May 1, 2022 and shall continue in effect until April 30, 2025 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other in writing within the period of ninety (90) days immediately prior to the annual expiration date that it desires to amend the Agreement. Negotiations shall begin within fifteen (15) days following notification as noted above, unless another date is agreed upon by the parties.

23.02 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new agreement is signed between the parties, or until conciliation proceedings prescribed under the *Labour Relations Act, 1995*, have been completed whichever should first occur.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the date and year first above written

DATED THIS 28 day of Sept 2022.

SIGNED ON BEHALF OF:
EMPLOYER

Peter Wehweyer
(Print Name)

(Print Name)

SIGNED ON BEHALF OF:
Labourers' International Union of North America, Ontario Provincial District Council

Paul Hickey

Paul Hickey
(Print Name)

APPENDIX "A"
LIUNA SCHEDULES

The following rates apply across the Province of Ontario.

ARTICLE A1 - CLASSIFICATION AND WAGES

A1.1 The rates of wages shall be effective on dates indicated.

A1.2 The following are the job classifications for the various job groupings on construction projects as referred to in the Collective Agreement.

A1.3 An employee will continue to receive the wage rate of their regular job classification when they are temporarily assigned work from a lower job classification.

A1-Classification and Wages	EFFECTIVE DATE	HOURLY WAGE RATE	10 % VAC. PAY	PENSION	HEALTH & WELFARE	TOTAL PACKAGE	IND. FUND
Crash Truck Driver 1 - First ninety (90) days of employment	1-May-22	$ 21.37	$ 2.14	$ 2.33	$ 3.20	$ 29.04	$ 0.10
	1-May-23	$ 23.28	$ 2.33	$ 2.53	$ 3.65	$ 31.79	$ 0.10
	1-May-24	$ 25.42	$ 2.54	$ 2.73	$ 4.35	$ 35.04	$ 0.10
Crash Truck Driver 2- After completing ninety (90) days of employment, CTD2 rate will be paid for 2000 hours worked in this rate class	1-May-22	$ 22.87	$ 2.29	$ 2.33	$ 3.20	$ 30.69	$ 0.10
	1-May-23	$ 24.78	$ 2.48	$ 2.53	$ 3.65	$ 33.44	$ 0.10
	1-May-24	$ 26.92	$ 2.69	$ 2.73	$ 4.35	$ 36.69	$ 0.10
Crash Truck Driver 3 - CTD3 applies upon completion of 2000 hours worked in CTD2 rate class	1-May-22	$ 24.37	$ 2.44	$ 2.33	$ 3.20	$ 32.34	$ 0.10
	1-May-23	$ 26.28	$ 2.63	$ 2.53	$ 3.65	$ 35.09	$ 0.10
	1-May-24	$ 28.42	$ 2.84	$ 2.73	$ 4.35	$ 38.34	$ 0.10
Traffic Control Technician 1 - First ninety (90) days of employment	1-May-22	$ 21.37	$ 2.14	$ 2.33	$ 3.20	$ 29.04	$ 0.10
	1-May-23	$ 23.28	$ 2.33	$ 2.53	$ 3.65	$ 31.79	$ 0.10
	1-May-24	$ 25.42	$ 2.54	$ 2.73	$ 4.35	$ 35.04	$ 0.10
Traffic Control Technician 2 - After completing ninety (90) days of employment, Traffic Control Technician 2 rate will be paid for 2000 hours worked in this rate class	1-May-22	$ 22.37	$ 2.24	$ 2.33	$ 3.20	$ 30.14	$ 0.10
	1-May-23	$ 24.28	$ 2.43	$ 2.53	$ 3.65	$ 32.89	$ 0.10
	1-May-24	$ 26.42	$ 2.64	$ 2.73	$ 4.35	$ 36.14	$ 0.10
Traffic Control Technician 3- Traffic Control - Traffic Control Technician 3 applies upon completion of 2000 hours worked in Traffic Control Technician 2 rate class	1-May-22	$ 23.37	$ 2.34	$ 2.33	$ 3.20	$ 31.24	$ 0.10
	1-May-23	$ 25.28	$ 2.53	$ 2.53	$ 3.65	$ 33.99	$ 0.10
	1-May-24	$ 27.42	$ 2.74	$ 2.73	$ 4.35	$ 37.24	$ 0.10

A1-Classification and Wages	EFFECTIVE DATE	HOURLY WAGE RATE	10 % VAC. PAY	PENSION	HEALTH & WELFARE	TOTAL PACKAGE	IND. FUND
Traffic Control Team Lead 1 - Day Time Simple Freeway and/or Non-Freeway	1-May-22	$ 24.63	$ 2.46	$ 2.33	$ 3.20	$ 32.62	$ 0.10
	1-May-23	$ 26.54	$ 2.65	$ 2.53	$ 3.65	$ 35.37	$ 0.10
	1-May-24	$ 28.67	$ 2.87	$ 2.73	$ 4.35	$ 38.62	$ 0.10
Traffic Control Team Lead 2 - Night Time Simple Freeway	1-May-22	$ 26.63	$ 2.66	$ 2.33	$ 3.20	$ 34.82	$ 0.10
	1-May-23	$ 28.54	$ 2.85	$ 2.53	$ 3.65	$ 37.57	$ 0.10
	1-May-24	$ 30.67	$ 3.07	$ 2.73	$ 4.35	$ 40.82	$ 0.10
Traffic Control Team Lead 3 - Complex Freeway (Day or Night)	1-May-22	$ 28.37	$ 2.84	$ 2.33	$ 3.20	$ 36.74	$ 0.10
	1-May-23	$ 30.28	$ 3.03	$ 2.53	$ 3.65	$ 39.49	$ 0.10
	1-May-24	$ 32.42	$ 3.24	$ 2.73	$ 4.35	$ 42.74	$ 0.10

ARTICLE A2 LiUNA BENEFIT CONTRIBUTIONS

A2.1 The Employer agrees to contribute the following amount per hour for each hour worked by each employee covered by the terms of this Collective Agreement in its employ to the applicable Benefit Plan:

Effective May 1, 2022 - Three Dollars and Twenty Cents ($3.20);
Effective May 1, 2023 - Three Dollars and Sixty-Five Cents ($3.65); and
Effective May 1, 2024 - Four Dollars and Thirty-Five Cents ($4.35).

ARTICLE A3 LiUNA PENSION CONTRIBUTIONS

A3.1 The Employer agrees to contribute the following amount per hour for each hour worked by each employee covered by the terms of this Collective Agreement in its employ to LiUNA Pension Fund of Central and Eastern Canada:

Effective May 1, 2022 - Two Dollars and Thirty-Three Cents ($2.33);
Effective May 1, 2023 - Two Dollars and Fifty-Three Cents ($2.53); and
Effective May 1, 2024 - Two Dollars and Seventy-Three Cents ($2.73).

ARTICLE A4 ONTARIO TRAFFIC CONTROL CONTRACTORS ASSOCIATION

A4.1 The Employer agrees to contribute Ten Cents ($0.10) per hour worked to the Ontario Traffic Control Contractors Association.

A4.2 The Ten Cents ($0.10) per hour for the Ontario Traffic Control Contactors Association shall be remitted by the Employer to the Union by the fifteenth (15th) of the month following the month for which payment is made. These monies shall then be immediately paid to the Association by the Union and/or its Trustee. The Ontario Traffic Control Contactors Association and the Employers agree to hold harmless and indemnify the Union and the Trustees against any liability incurred as a result of these contributions.

Letter of Understanding

Between:

The Ontario Traffic Control Contractors Association
(the "Association")

-and-

Labourers' International Union of North America,
Ontario Provincial District Council and its affiliated
Local Unions, 183, 493, 527, 607,625,837,1036,1059, and 1089

(collectively and separately referred to as the "Union"
herein)

The parties agree that the Union will ensure that any contractors engaged in traffic control operations who become bound to the Union, either by way of certification or voluntary recognition, in the Province of Ontario will be required to be bound to this Collective Agreement.

The Union agrees to advise the Ontario Traffic Control Contractors Association when it has signed an Employer to the Collective Agreement and will provide the Ontario Traffic Control Contractors Association with the name and contact information for the Employer. It is understood that the Ontario Traffic Control Contractors Association will be in contact with those Employers and they shall join the Ontario Traffic Control Contractors Association.

Dated this 25th day of April, 2022.

On behalf of the Employer Print Name:	On behalf of the Union Print Name: Paul Hickey
Peter Mehmayer Print Name:	Print Name:
Print Name:	Print Name:
Print Name:	Print Name:
Print Name:	Print Name:

FUND NAMES AND REMITTANCE ADDRESSES FOR ALL TRUST FUNDS

Pension Funds:

For all Local Unions, make cheque payable to:

LiUNA Pension Fund of Central and Eastern Canada and shall be remitted directly to:

LiUNA 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:

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

Welfare, Training, Vacation and Holiday Pay & Other Contributions (Remittances are to be remitted to the employee's home Local Union) :

Local Union:	Payable to:	Mail to:	Phone/Fax:
Local 183 (Toronto)	Local 183 Trust Administration	Local 183 Benefit Plan Administrators Limited 1263 Wilson Avenue Ste. 205 Toronto, ON M2M 3G2	[Tel: (416) 240-7480] [Fax: (416) 240-7488]
Local 183 (Oshawa)	Local 183 Trust Administration	Local 183 Benefit Plan Administrators Limited 1263 Wilson Avenue Ste. 205 Toronto, ON M2M 3G2	[Tel: (416) 240-7480] [Fax: (416) 240-7488]
Local 183 (Kingston)	Local 183 Trust Administration	Local 183 Benefit Plan Administrators Limited 1263 Wilson Avenue Ste. 205 Toronto, ON M2M 3G2	[Tel: (416) 240-7480] [Fax: (416) 240-7488]

Local Union:	Payable to:	Mail to:	Phone/Fax:
Local 493 – Welfare, Scholarship, Supplementary Pension, Organizing Fund and Training Fund	LIUNA Local 493	584 Clinton Avenue Sudbury, ON P3B 2T2	[Tel: (705) 674-2515] [Fax: (705) 674-6728]
Local 527	LIUNA Local 527 Benefit, Health and Safety Trust Funds	c/o LIUNA Local 527 6 Corvus Court Ottawa, ON K2E 7Z4	[Tel: (613) 521-6565] [Fax: (613) 521-6580]
Local 607	The Labourers' Multi-Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 88 St. Regis Crescent South Toronto, ON M3J 1Y8	[Tel: (416) 635-6000] [Fax: (416) 635-6464]
Local 607 - Training	Construction and Allied Workers Local Union 607 Training and Education Fund	730 Balmoral Street Thunder Bay, ON P7C 5V3	[Tel: (807) 622-0607] [Fax: (807) 622-0454]
Local 625	Trustees of the L.I.U.N.A. Ontario Participating Locals 1981 Benefit Trust	c/o LIUNA Local 625 2155 Fasan Drive Oldcastle, ON N0R 1L0	[Tel: (519) 737-0373] [Fax: (519) 737-0380]
Local 625 - Funds	Labourers' Local 625 Funds	c/o LIUNA Local 625 2155 Fasan Drive Oldcastle, ON N0R 1L0	[Tel: (519) 737-0373] [Fax: (519) 737-0380]
Local 837	LIUNA Local 837 Welfare Fund	All remittances to:	[Tel: (905) 529-1116] [Fax: (905) 529-2723]
Local 837 - Training	Labourers' Local 837 Training Trust	c/o LIUNA Local 837 44 Hughson Street South Hamilton, ON L8N 2A7	
Local 837 - Vacation with Pay	Local 837 (Hamilton) Vacation Pay Trust Fund		

Local Union:	Payable to:	Mail to:	Phone/Fax:
Local 1036	Labourers' Local 1036 Employee Benefit	c/o Global Benefit Plan Consultants Inc.	[Tel: (416) 635-6000] [Fax: (416) 635-6464]
Local 1036	Labourers' Local 1036 Employee Benefit Trust Fund- The Labourers' Multi-Local Welfare Trust Fund of Ontario	c/o Global Benefit Plan Consultants Inc. 88 St. Regis Crescent South Toronto, ON M3J 1Y8	[Tel: (416) 635-6000] [Fax: (416) 635-6464]
Local 1036 - Training	Labourers' Local 1036 Training Fund	c/o LiUNA Pension Fund of C & E Canada P.O. Box 9002Lakeshore West PO Oakville, ON L6J 0B9	[Tel: (289) 291-3663] [Fax: (289) 291-0651]
Local 1059	LIUNA 1059 Benefit Trust	c/o Global Benefit Plan Consultants Inc. 88 St.Regis Crescent South Toronto, ON M3J 1Y8	[Tel: (416) 635-6000] [Fax: (416) 635-6464]
Local 1059 - Training	LIUNA Local 1059 Training Trust Fund	c/o LIUNA Local 1059 635 Wilton Grove Road London, ON N6N 1N7	[Tel: (519) 455-8083] [Fax: (519) 455-0712]
Local 1059 GRRSP	Local 1059 GRRSP Fund	Or designated alternative with 60 days written notice by Local 1059	
Local 183 (OLRB Areas 7 & 27)	Local 183 Trust Administration	Local 183 Benefit Plan Administrators Limited 1263 Wilson Avenue, Suite 205 Toronto, ON M3M 3G2	[Tel: (416) 240-7480] [Fax: (416) 240-7488]
Local 837 (OLRB Areas 4 & 6)	LIUNA Local 837 (Cambridge)	Local 837 Cambridge 330 Industrial Road Cambridge, ON N3H 4R7	[Tel: (519) 653-333] [Fax: (519) 653-8086]
Local 1059 (OLRB Areas 28)	LIUNA Local 1059	Local 1059 635 Wilton Grove Road London, ON N6N 1N7	[Tel: (519) 455-8083] [Fax: (519) 455-0712]

Local Union:	Payable to:	Mail to:	Phone/Fax:
Local 1089	Labourers' Local 1089 (Sarnia) Benefit Trust Fund)	All remittances to: c/o LIUNA Local 1089 1255 Confederation St. Sarnia, ON N7S 4M7	[Tel: (519) 332-1089] [Fax: (519) 332-6378]
Local 1089 - GRSP	Labourers' Local 1089 G.R.S.P. Fund		
Local 1089 - Training	The Administrator of Local 1089 Training Fund		

LABOURERS' EQUITY AND DIVERSITY (LEAD!)

CHARTER OF INCLUSION AND DIVERSITY

All human beings are born free and equal in rights and dignity. No person should be discriminated against because of their race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital or family status, or disability.

We condemn racism.

We condemn discrimination against Women.

We condemn discrimination based upon sexual orientation or gender identity.

We condemn islamophobia, anti-Semitism, and other forms of religious discrimination.

Racism, hate, intolerance, and bigotry have no place in our industry. Black

lives matter. Indigenous lives matter.

Racism and discrimination are real, and they exist throughout society. We will take steps eradicate racism and discrimination from our industry. We will take steps to promote racial and gender diversity and inclusion in our industry. We will take steps to have workforces and leadership teams that are as wonderful and diverse as the communities in which we live. Working together we will build more truly inclusive workplaces.

It will take time and effort to implement these commitments. It will not be easy, but it must be done. We owe it to ourselves, and to each other, to do better.

We Condemn all forms of Racism and Discrimination

This is Exhibit "6" referred to in the Affidavit of Sammy Tinebra sworn by Sammy Tinebra of the City of Hamilton, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on September 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LAUREN ALLAN, LSO#P12614

District of:
Division No. -
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
National Traffic Safety Management Inc.
of the City of Mississauga
in the Province of Ontario

Take notice that:

1. I, National Traffic Safety Management Inc., an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal to my creditors.

2. TDB Restructuring Limited of 65 Queen St West, Suite 605, Toronto, ON, M5H 2M5, a licensed trustee, has consented to act as trustee under the proposal. A copy of the consent is attached.

3. A list of the names of the known creditors with claims of $250 or more and the amounts of their claims is also attached.

4. Pursuant to section 69 of the Act, all proceedings against me are stayed as of the date of filing of this notice with the official receiver in my locality.

Dated at the City of Toronto in the Province of Ontario, this 24th day of April 2026.



National Traffic Safety Management Inc.
Insolvent Person

To be completed by Official Receiver:

Filing Date

Official Receiver

District of:
Division No. -
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
National Traffic Safety Management Inc.
of the City of Mississauga
in the Province of Ontario

List of Creditors with claims of $250 or more.

Creditor	Address	Account#	Claim Amount
1000896768 ONTARIO INC.	62 Gleave Terrance Milton ON L9T 7B9		23,970.73
1093921 Ontario Ltd - Precision Automotiv	6815 Cropp Street Niagara Falls ON L2E 7E4		452.00
407 ETR	PO Box 407 STN D Scarborough ON M1R 5J8		236,657.13
A2 Environmental Group	9 Harrington Place Ancaster ON L9G 4Z2		250,000.00
Archer Traffic Control Inc.	13406 Ort Road Niagara Falls ON L2H 2N2		1,620.42
Assured	195 Midwest Road Scarborough ON M1P 3A6		747.67
Bickle Main Industrial Supply Inc.	5964 Main Street Niagara Falls ON L2G 5Z8		1,864.50
Bluebird IT Solutions Inc.	3680 Victoria Park Ave. Unit 1B Toronto ON M2H 3K1		7,226.35
Chaitons LLP	5000 Yonge St, 10th Floor Toronto ON M2N 7E9		26,970.23
CRA London - Windsor Tax Service Office	451 Talbot Street London ON N6A 4R3		179,044.95
CRA/Ministry of Finance	33 king St W., 6th floor Oshawa ON L1H 8H5		90,000.00
De Lage Landen - Niagara	PO Box 4557 Stn A Toronto ON M5W 0K1		962.56
De Lage Landen 2233 Toronto	PO Box 4557 Stn A Toronto ON M5W 0K1		864.96
Dell Financial Services Canada Limited	PO Boc 8751 Toronto ON M5W 3C2		3,216.24
Direct Office Solutions- Niagara	225 The East Mall Toronto ON M9B 0A9		3,085.41

District of:
Division No. -
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In the Matter of the Proposal of
National Traffic Safety Management Inc.
of the City of Mississauga
in the Province of Ontario

List of Creditors with claims of $250 or more.

Creditor	Address	Account#	Claim Amount
Emkay Canada Leasing Corp.	55 Standish Court, Suite 440 Mississauga ON L5R 4B2		365,012.22
Express Traffic Inc.	PO Box 4090 Stn Main Newmarket ON L3Y 0C8		5,327.95
Falls Chevrolet	5888 Thorold Stone Rd. Niagara Falls ON L2J 1A3		898.55
Fast Track Equipment Inc.	PO Box 4090 Stn Main Newmarket ON L3Y 0C8		41,326.03
International Sew/612465 ONTARIO.	6190 Don Murie Street Niagara Falls ON L2G 0B4		1,457.18
Leveredge Asset Solutions Inc.	6695 Main St. Stouffville ON L4A 6B3		4,350.50
Liuna Local 183	1263 Wilson Avenue Suite 302 Toronto ON M6M 3G3		35,000.00
Liuna Local 506	3750 Chesswood Drive Toronto ON M3J 2W6		9,000.00
Liuna Local 837	170 Jackson St. East Hamilton ON L8N 1L4		649,145.12
Metro Truck Group	475 Seaman Street Stoney Creek ON L8E 2R2		94,858.13
MNP Corporate Finance Inc.	1 Adelaide St E, Suite 1900 Toronto ON M5C 2V9		17,797.50
Muller's Workwear a Danler Ltd. Company	7637 Lundy's Lane Niagara Falls ON L2H 1H2		263.92
Murdoch's Tire & Automotive	285 KILLALY ST W Port Colborne ON L3K 3M5		4,786.96
Oxygen Working Capital Corp.	141 Adelaide Street West, Suite 1800 Toronto ON M5H 3L5		1,236,662.40
Premier Truck Group Mississauga	7035 Pacific Circle Mississauga ON L5T 2A8		3,007.31

District of:
Division No. -
Court No.
Estate No.

- FORM 33 -
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(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
National Traffic Safety Management Inc.
of the City of Mississauga
in the Province of Ontario

List of Creditors with claims of $250 or more.

Creditor	Address	Account#	Claim Amount
PVM Hydraulics Inc.	115 Cushman Road Unit # 61-63 St. Catherines ON L2M 6S9		413.44
Rammudden Services Inc..	70 Frid Street, Unit 1 Hamilton ON L8P 4M4		4,223.94
Regus (Mississauga)	2425 Matheson Blvd East 8th Floor Mississauga ON L4W 5K4		2,508.26
Regus (Scarbourough)	10 Milner Business Crt Suite 300 Scarborough ON M1B 3C6		3,215.99
Roadside Rentals	1900 Allanport Rd. Allanburg ON L0S 1A0		1,770.26
Rogers 5-0298-0863	PO Box 9100 Don Mills ON M3C 3P9		8,235.80
S&W Service Centre	121 Lakeport Road St. Catharines ON L2N 4R2		988.75
S&W Towing Service	121 Lakeport Road St. Catharines ON L2N 4R2		10,323.12
Solar Technology, Inc	7620 Cetronia Road Allentown PA 18106 United States		4,503.10
Terbro Sales and Services Limited	6795 Don Murie St Niagara Falls ON L2G 0A9		13,786.00
Titan GPS Certified Tracking Solutions	4320 Savaryn Drive SW Edmonton AB T6X 1Z9		18,542.82
Traffic Ticket Doctor Hogan Paralegal	525 Highway 6 North Flamborough ON L9H 7K1		446.35
VIMAN COMPUTER SERVICES INC.	44 Fox Trail Drive ST. CATHARINES, ON L2S 3T8		349.17
Wayne Clarke	385 The East Mall Etobicoke ON M6A 1Z5		7,627.50
Wex Inc.	PO Box 639 Portland OR 04104 USA		13,223.88

District of:
Division No. -
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
National Traffic Safety Management Inc.
of the City of Mississauga
in the Province of Ontario

List of Creditors with claims of $250 or more.			
Creditor	Address	Account#	Claim Amount
WSIB	200 Front St West Toronto ON M5V 3J1		20,917.30
Total			3,406,652.60



National Traffic Safety Management Inc.
Insolvent Person

This is Exhibit "7" referred to in the Affidavit of Sammy Tinebra sworn by Sammy Tinebra of the City of Hamilton, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on September 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LAUREN ALLAN, LSO#P12614

FLAGLERS

LiUNA Local 837

EMPLOYER CONTRIBUTIONS

Due by the 15th of the Following Month

Contributing Employer: NTSM DNC.

Report for Month of: May 2026

Authorized Signature:

Email: Steph@ntsmdnc.com.

Please report Employee DETAILS on reverse side of Form

WELFARE	1,346.50 Hours	x	4.65 Rate	=	6,261.23	A
					500.90 (Add 8% PST on A)	B
OCCUPATIONAL HEALTH & SAFETY	- Hours	x	- Rate	=	-	C
LEGAL FUND	- Hours	x	- Rate	=	-	D
SCHOLARSHIP FUND	- Hours	x	- Rate	=	-	E
						$ 6,762.13 (A+B+C+D+E)

Please make cheque payable to ***LABOURERS LOCAL 837 BENEFITS FUND***, *170 Jackson St E, Hamilton, ON L8N 1L4*

MONTHLY DUES	- Total Employees	x	- Amount	=	-	R (Can't apply)
WORKING DUES (Admin Fund)	61,637.35 Gross Earnings / Hours	x	2.59 Rate	=	564.90	S
TRAINING FUND	- Hours	x	- Rate	=	-	T
						$ 564.90 (R+S+T)

Please make cheque payable to ***LIUNA LOCAL 837***, *170 Jackson St E, Hamilton, ON L8N 1L4*

VACATION PAY	51,027.12 Gross Earnings	x	10 % VP Rate	=		$ 5,102.71

Please make cheque payable to ***LABOURERS LOCAL 837 VACATION PAY TRUST***, *170 Jackson St E, Hamilton, ON L8N 1L4*

PENSION	1,346.50 Hours	x	3.23 Rate	=	4,349.20	X
TRI-FUND	- Hours	x	- Rate	=	-	Y
O.P.D.C.	1,346.50 Hours	x	0.40 Rate	=	538.60	Z
						$ 4,887.80 (X+Y+Z)

Please make cheque payable to ***LABOURERS PENSION FUND OF CENTRAL & EASTERN CANADA*** *and MAIL directly to PO Box 9002, Lakeshore West PO, Oakville, ON L6K 0G1*

INDUSTRY/EMPLOYER FUND	1,346.50 Hours	x	0.20 Rate	=	269.30	P
					35.01 (Add 13% HST on P)	Q
						$ 304.31 (P+Q)

Please make cheque payable to (and MAIL directly to) the ***association*** *as required under your Collective Agreement*

NATIONAL TRAFFIC SAFETY MANAGEMENT INC.

EMPLOYER CONTRIBUTION REPORT FORM LOCAL 837

REPORTING PERIOD: May 2026

FLAGGERS

Employee's Last	First	Empoyee's SIN	Total Hours Worked	Total Earnings Subject to Vacation Pay	Vacation Pay	Total Wages	Membership Dues	Adm Fund	Admin Paid To Local 183	Please apply	UPDATED JAN 1 2024 (Please Apply) PENSION $3.23 PER HOUR	(Please Apply) H&W $4.65 PER HOUR
Clarke	Matthew	520 863 754	53.50	2,057.01	205.70	$2,262.71		$67.11	$61.71	$5.40	$172.81	$248.78
Cormier	Keisean	584 363 667	5.25	173.51	17.35	$190.86		$5.81	$0.00	$5.81	$16.96	$24.41
Fazari	Nia	539 962 175	8.00	306.16	30.62	$336.78		$10.00	$9.18	$0.81	$25.84	$37.20
Fenney	Stacy	534 766 910	110.75	4,400.08	440.01	$4,840.09		$142.82	$58.27	$84.55	$357.72	$514.99
Gray	Jason	519 040 935	94.25	3,879.73	387.97	$4,267.71		$125.26	$51.81	$73.45	$304.43	$438.26
Hachkowski	Kristin	512 359 647	7.50	287.03	28.70	$315.73		$9.37	$8.61	$0.76	$24.23	$34.88
Hutcheon	Joshua	563 655 141	129.75	5,076.82	507.68	$5,584.50		$165.17	$145.81	$19.36	$419.09	$603.34
Jacinto	Ryan	159 946 185	104.00	3925.68	392.57	$4,318.25		$128.44	$91.99	$36.45	$335.92	$483.60
Landry	Ian	544 605 272	135.00	4735.22	473.52	$5,208.74		$156.81	$96.15	$60.66	$436.05	$627.75
Miller	Zacharias	575 997 929	75.50	2,179.69	217.97	$2,397.65		$74.81	$0.00	$74.81	$243.87	$351.08
Mucyo	Gyslain	959 960 428	21.25	635.43	63.54	$698.98		$21.66	$0.00	$21.66	$68.64	$98.81
Oliveira	Jessie	559 972 534	137.75	5,298.38	529.84	$5,828.21		$172.84	$144.66	$28.18	$444.93	$640.54
Rahman	Shamel	587 661 083	88.00	3403.83	340.38	$3,744.22		$110.94	$86.25	$24.69	$284.24	$409.20
Terryberry	Ashley	539 133 801	88.25	3572.07	357.21	$3,929.27		$115.62	$43.34	$72.28	$285.05	$410.36
Ward	Nicholas	526 002 548	141.50	5,450.37	545.04	$5,995.41		$177.76	$147.10	$30.66	$457.05	$657.98
Young	Aloysius	547 103 218	146.25	5646.12	564.61	$6,210.73		$184.08	$158.72	$25.35	$472.39	$680.06
			1,346.50	51,027.12	5,102.71	56,129.83	0.00	1,668.51	1,103.61	564.90	4,349.20	6,261.23

HIGHWAY

LiUNA Local 837

EMPLOYER CONTRIBUTIONS

Due by the 15th of the Following Month

Contributing Employer: NTSM INC.

Report for Month of: MAY 2026.

Authorized Signature:

Email: stephen@ntsminc.com

Please report Employee DETAILS on reverse side of Form

WELFARE	3,148.50 Hours	x 4.65 Rate	= 14,640.53	A	
			1,171.24 Add 8% PST on A	B	
OCCUPATIONAL HEALTH & SAFETY	— Hours	x — Rate	= —	C	
LEGAL FUND	— Hours	x — Rate	= —	D	
SCHOLARSHIP FUND	— Hours	x — Rate	= —	E	$ 15,811.77 A+B+C+D+E

Please make cheque payable to ***LABOURERS LOCAL 837 BENEFITS FUND****, 170 Jackson St E, Hamilton, ON L8N 1L4*

MONTHLY DUES	— Total Employees	x — Amount	= —	R	
WORKING DUES (Admin Fund)	140,128.17 Gross Earnings / Hours	x 3% Rate	= 4,203.84	S	
TRAINING FUND	— Hours	x — Rate	= —	T	$ 4,203.84 R+S+T

Please make cheque payable to ***LIUNA LOCAL 837****, 170 Jackson St E, Hamilton, ON L8N 1L4*

VACATION PAY	104,834.53 Gross Earnings	x 10 % VP Rate	=		$ 10,483.45

Please make cheque payable to ***LABOURERS LOCAL 837 VACATION PAY TRUST****, 170 Jackson St E, Hamilton, ON L8N 1L4*

PENSION	3,148.50 Hours	x 3.23 Rate	= 10,169.66	X	
TRI-FUND	— Hours	x — Rate	= —	Y	
O.P.D.C.	3,148.50 Hours	x 0.40 Rate	= 1,259.40	Z	$ 11,429.06 X+Y+Z

Please make cheque payable to ***LABOURERS PENSION FUND OF CENTRAL & EASTERN CANADA*** *and MAIL directly to PO Box 9002, Lakeshore West PO, Oakville, ON L6K 0G1*

INDUSTRY/EMPLOYER FUND	3,148.50 Hours	x 0.20 Rate	= 629.70	P	
			81.86 Add 13% HST on P	Q	$ 711.56 P+Q

Please make cheque payable to (and MAIL directly to) the ***association*** *as required under your Collective Agreement*

NATIONAL TRAFFIC SAFETY MANAGEMENT INC.

EMPLOYER CONTRIBUTION REPORT FORM LOCAL 837

REPORTING PERIOD: May 2026

HIGHWAY

Employee's Last	First	Empoyee's SIN	Total Hours Worked	Total Earnings Subject to Vacation Pay	Vacation Pay	Total Wages	Membership Dues	Adm Fund	UPDATED MAY 1 2026 (Please apply) PENSION 3.23 PER HOUR	(Please apply) H&W 4.65 PER HOUR
Bilko	Steve	561 786 997	209.75	7,125.76	712.58	7,838.33		284.73	677.49	975.34
Bissonnette	Michael	520 013 152	174.00	6,326.88	632.69	6,959.57		249.92	562.02	809.10
Chimenti	Jordan	543 247 225	206.00	7,662.68	766.27	8,428.95		301.57	665.38	957.90
Cormier	Keisean	584 363 667	166.75	5,366.15	536.61	5,902.76		216.50	538.60	775.39
Cormier	Kyle	524 329 240	169.50	5,184.47	518.45	5,702.92		211.16	547.49	788.18
Fazari	Nia	539 962 175	2.00	55.74	5.57	61.31		2.31	6.46	9.30
Fenney	Stacy	534 766 910	7.50	209.03	20.90	229.93		8.67	24.23	34.88
Gray	Jason	519 040 935	16.50	459.86	45.99	505.84		19.08	53.30	76.73
Hajdu	Karol	529 117 301	62.00	1,943.06	194.31	2,137.37		78.78	200.26	288.30
Hutcheon	Joshua	563 655 141	28.50	794.29	79.43	873.72		32.95	92.06	132.53
Jacinto	Ryan	159 946 185	17.50	464.53	46.45	510.98		19.47	56.53	81.38
Jarvis	James	544 808 769	121.75	4,182.66	418.27	4,600.93		166.81	393.25	566.14
Kmetyk	Julia E	485 969 844	143.25	4,553.33	455.33	5,008.66		184.12	462.70	666.11
Landry	Ian	544 605 272	15.00	418.05	41.81	459.86		17.34	48.45	69.75
Losier	Donald	476 632 823	174.00	5,710.95	571.10	6,282.05		229.59	562.02	809.10
Marr	William	469 102 024	141.50	4,377.94	437.79	4,815.73		177.92	457.05	657.98
Miller	Zacharias	575 997 929	98.75	3,102.17	310.22	3,412.38		125.72	318.96	459.19
Moore	Davey	489 787 911	150.75	4,711.53	471.15	5,182.69		191.12	486.92	700.99
Mucyo	Gyslain	959 960 428	135.75	3,967.99	396.80	4,364.79		163.04	438.47	631.24
Mukama	Gisa	956 723 373	220.00	7,910.77	791.08	8,701.85		313.06	710.60	1,023.00
Oliveira	Jessie	559 972 534	3.75	104.51	10.45	114.96		4.34	12.11	17.44
Penteluke	James	538 493 867	67.25	1,874.26	187.43	2,061.68		77.75	217.22	312.71
Rahman	Shamel	587 661 083	115.25	3450.41	345.04	3,795.45		141.11	372.26	535.91
Terryberry	Ashley	539 133 801	6.00	167.22	16.72	183.94		6.94	19.38	27.90
Valade	Ryley	536 508 898	230.00	8,777.22	877.72	9,654.94		344.02	742.90	1,069.50
Ward	Nicholas	526 002 548	18.00	501.66	50.17	551.83		20.81	58.14	83.70
Wells	Daryl	456 905 934	158.50	5,135.48	513.55	5,649.03		206.94	511.96	737.03
Young	Aloysius	547 103 218	70.50	2,038.19	203.82	2,242.00		83.93	227.72	327.83
Young	Cameron	547 612 242	218.50	8,257.76	825.78	9,083.54		324.16	705.76	1,016.03
			3,148.50	104,834.53	10,483.45	115,317.98	0.00	4,203.84	$10,169.66	$14,640.53

This is Exhibit "8" referred to in the Affidavit of Sammy Tinebra sworn by Sammy Tinebra of the City of Hamilton, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on September 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LAUREN ALLAN, LSO#P12614

Highway 84

LiUNA Local 837

EMPLOYER CONTRIBUTIONS

Due by the 15th of the Following Month

Contributing Employer: NTSM INC.

Report for Month of: JUNE 2026.

Authorized Signature: [signature]

Email: Stephen@ntsminc.com.

Please report Employee DETAILS on reverse side of Form

	Hours	Rate		
WELFARE	3250.50	4.65	= 15,114.83	A
			1209.19	B
			Add 8% PST on A	
OCCUPATIONAL HEALTH & SAFETY	—	—	= —	C
LEGAL FUND	—	—	= —	D
SCHOLARSHIP FUND	—	—	= —	E

$ 16,324.02 (A+B+C+D+E)

*Please make cheque payable to **LABOURERS LOCAL 837 BENEFITS FUND**, 170 Jackson St E, Hamilton, ON L8N 1L4*

MONTHLY DUES	— Total Employees	— Amount	= —	R
WORKING DUES (Admin Fund)	153,101.03 Gross Earnings / Hours	3% Rate	= 4,593.03	S
TRAINING FUND	— Hours	— Rate	= —	T

$ 4,593.03 (R+S+T)

*Please make cheque payable to **LIUNA LOCAL 837**, 170 Jackson St E, Hamilton, ON L8N 1L4*

VACATION PAY	115,897.35 Gross Earnings	10 % VP Rate	=	$ 11,589.73

*Please make cheque payable to **LABOURERS LOCAL 837 VACATION PAY TRUST**, 170 Jackson St E, Hamilton, ON L8N 1L4*

	Hours	Rate		
PENSION	3250.50	3.23	= 10,499.12	X
TRI-FUND	—	—	= —	Y
O.P.D.C.	3250.50	0.40	= 1300.20	Z

$ 11,799.32 (X+Y+Z)

*Please make cheque payable to **LABOURERS PENSION FUND OF CENTRAL & EASTERN CANADA** and MAIL directly to PO Box 9002, Lakeshore West PO, Oakville, ON L6K 0G1*

INDUSTRY/EMPLOYER FUND	3250.50 Hours	0.20 Rate	= 650.10	P
			84.51	Q
			Add 13% HST on P	

$ 739.61 (P+Q)

*Please make cheque payable to (and MAIL directly to) the **association** as required under your Collective Agreement*

Form HR22

NATIONAL TRAFFIC SAFETY MANAGEMENT INC.

EMPLOYER CONTRIBUTION REPORT FORM LOCAL 837

REPORTING PERIOD: June 6 to June 27 2026

HIGHWAY

Employee's Last	First	Employee's SIN	Total Hours Worked	Total Earnings Subject to Vacation Pay	Vacation Pay	Total Wages	Membership Dues	Adm Fund	UPDATED MAY 1 2026 (Please apply) PENSION 3.29 PER HOUR	(Please apply) HEW 5.65 PER HOUR
Alves	Carina	570 423 194	34.75	1095.88	109.59	1,205.47		[illegible]	114.24	161.59
Bilbo	Steve	561 786 997	144.00	5909.08	590.91	6,499.99		[illegible]	465.12	669.60
Bissonnette	Michael	520 013 152	233.25	9399.26	939.93	10,339.18		[illegible]	753.40	1,084.61
Chimenti	Jordan	543 247 225	191.25	7254.31	725.43	7,979.75		[illegible]	617.74	889.31
Cormier	Keiseran	584 363 667	13.25	412.47	41.25	453.72		[illegible]	42.80	61.61
Cormier	Kyle	524 329 240	105.75	3316.60	331.66	3,648.26		[illegible]	343.57	494.74
David	Ismail	564 595 649	0.00	0.00	0.00	0.00		[illegible]	0.00	0.00
Fazari	Nia	539 982 175	46.50	1836.96	183.70	2,020.66		[illegible]	130.20	216.23
Fenney	Stacy	534 766 910	40.00	1453.84	145.38	1,599.22		[illegible]	129.20	186.00
Glacken	Joseph	520 739 228	17.50	648.93	64.89	713.82		[illegible]	56.53	81.38
Gray	Jason	519 040 935	15.00	418.05	41.81	459.86		[illegible]	48.45	69.75
Hachkowski	Kristin	512 359 647	22.25	894.56	89.46	984.02		[illegible]	75.10	108.11
Hajdu	Karol	529 117 301	35.00	847.60	84.78	932.38		[illegible]	80.75	116.25
Hutcheon	Joshua	563 655 141	38.75	1186.56	118.66	1,305.22		[illegible]	125.16	180.19
Jacinto	Ryan	159 946 185	3.00	83.61	8.36	91.97		[illegible]	9.69	13.95
Jarvis	James	544 808 769	163.00	5735.63	573.56	6,309.19		[illegible]	526.49	757.95
Kmetyk	Julia E	485 969 844	173.00	5653.07	565.31	6,218.38		[illegible]	558.79	804.45
Landry	Ian	544 605 272	22.50	627.08	62.71	689.78		[illegible]	72.68	104.63
Lesler	Donald	476 632 823	174.75	5722.53	572.25	6,294.78		[illegible]	564.44	812.59
Marr	William	469 102 024	96.25	3052.27	305.23	3,357.50		[illegible]	310.88	447.56
Martin	Dante	562 796 441	0.00	0.00	0.00	0.00		[illegible]	0.00	0.00
Martin	Jamaal	571 361 166	23.25	894.56	89.46	984.02		[illegible]	75.10	108.11
McPherson	Kyle	550 782 675	0.00	0.00	0.00	0.00		[illegible]	0.00	0.00
Miller	Zacharias	575 997 929	97.25	3244.99	324.50	3,569.49		[illegible]	314.12	452.21
Moore	Davey	489 787 911	203.00	6746.56	674.66	7,421.21		[illegible]	655.69	943.95
Mucyo	Gyslain	959 960 428	72.00	2181.40	218.14	2,399.54		[illegible]	232.56	334.80
Mukama	Gisa	956 723 373	211.25	7829.80	782.98	8,612.78		[illegible]	682.34	982.31
Oliveira	Jessie	559 972 534	14.00	390.18	39.02	429.20		[illegible]	45.22	65.10
Pontolillo	James	538 493 867	90.50	2855.04	285.50	3,140.54		[illegible]	292.32	428.83
Pilon	April	550 050 033	0.00	0.00	0.00	0.00		[illegible]	0.00	0.00
Rahman	Shamel	587 661 083	-10.25	-366.35	-36.64	-402.99		[illegible]	-33.11	-47.66
Terryberry	Ashley	539 193 801	288.25	11145.93	1,114.59	12,260.52		[illegible]	931.06	1,340.36
Thomas-Harris	Courtney	557 288 594	0.00	0.00	0.00	0.00		[illegible]	0.00	0.00
Velade	Ryley	536 588 898	176.75	6837.86	683.79	7,521.64		[illegible]	570.90	821.89
Ward	Nicholas	526 002 548	19.50	376.25	37.62	413.87		[illegible]	43.61	62.78
Wells	Daryl	456 905 934	205.75	7165.70	716.57	7,882.27		[illegible]	664.57	956.74
Young	Alec	577 862 626	0.00	0.00	0.00	0.00		[illegible]	0.00	0.00
Young	Aloysius	547 105 218	60.25	1748.44	174.84	1,923.28		[illegible]	194.61	280.16
Young	Cameron	547 612 242	244.25	9888.72	989.87	10,888.59		[illegible]	788.93	1,135.76
			[illegible]	[illegible]	[illegible]	[illegible]	0.00	[illegible]	[illegible]	[illegible]

FLAGGING

LiUNA Local 837

EMPLOYER CONTRIBUTIONS
Due by the 15th of the Following Month

Contributing Employer: NTSM INC.

Report for Month of: JUNE 2026

Authorized Signature: [signature]

Email: Stephen@ntsminc.com.

Please report Employee DETAILS on reverse side of Form

WELFARE	1925 Hours	x 4.65 Rate	= 8,951.25	A		
			716.10	B		
OCCUPATIONAL HEALTH & SAFETY	— Hours	x — Rate	= —	C		
[illegible]	— Hours	x — Rate	= —	D		
[illegible]	—	x —	= —	E	$ 9,667.35	A+B+C+D+E

Please make cheque payable to **LABOURERS LOCAL 837 BENEFITS FUND**, *170 Jackson St E, Hamilton, ON L8N 1L4*

MONTHLY DUES	— Total Employees	x — Amount	= —	R	— PENDING ONLY.	
[illegible]	96,456.44 Gross Regular Hours	3% Rate	= 1,090.92	S		
[illegible]	—	x —	= —	T	$ 1,090.92	R+S+T

Please make cheque payable to **LIUNA LOCAL 837**, *170 Jackson St E, Hamilton, ON L8N 1L4*

[illegible]	73,897.67 Gross Earnings	10% VP Rate	→	7,389.77	

Please make cheque payable to **LABOURERS LOCAL 837 VACATION PAY TRUST**, *170 Jackson St E, Hamilton, ON L8N 1L4*

PENSION	1925 Hours	x 3.23 Rate	= 6,217.75	X		
TRI-FUND	— Hours	x — Rate	= —	Y		
O.P.D.C.	1925 Hours	x 0.40 Rate	= 770.00	Z	$ 6,987.75	X+Y+Z

Please make cheque payable to **LABOURERS PENSION FUND OF CENTRAL & EASTERN CANADA** *and MAIL directly to PO Box 9002, Lakeshore West PO, Oakville, ON L6K 0G1*

INDUSTRY/EMPLOYER FUND	1925 Hours	x 0.20 Rate	= 385.00	P		
			50.05	Q	$ 435.05	P+Q

Please make cheque payable to (and MAIL directly to) the **association** *as required under your Collective Agreement*

Form [illegible]22

NATIONAL TRAFFIC SAFETY MANAGEMENT INC.

EMPLOYER CONTRIBUTION REPORT FORM LOCAL 837

REPORTING PERIOD: June 6 to June 27 2026

FLAGGERS

UPDATED MAY 1 2026

Employee's Last	First	Empoyee's SIN	Total Hours Worked	Total Earnings Subject to Vacation Pay	Vacation Pay	Total Wages	Membership Dues	Adm Fund	Admin Paid To Local 183	Please apply	(Please Apply) PENSION 3.23 PER HOUR	(Please Apply) H&W 4.65 PER HOUR
Alves	Carina	570 423 194	12.25	468.81	46.88	$515.69		**$15.31**	$14.06	$1.24	$39.57	$56.96
Bilko	Steve	561 786 997	0.00	0.00	0.00	$0.00		**$0.00**	$0.00	$0.00	$0.00	$0.00
Chimenti	Jordan	543 247 225	0.00	0.00	0.00	$0.00		**$0.00**	$0.00	$0.00	$0.00	$0.00
Clarke	Matthew	520 863 754	31.75	1215.07	121.51	$1,336.58		**$39.67**	$36.45	$3.22	$102.55	$147.64
Cormier	Keisean	584 363 667	31.50	1039.32	103.93	$1,143.25		**$34.79**	$0.00	$34.79	$101.75	$146.48
David	Jamal	564 595 643	0.00	0.00	0.00	$0.00		**$0.00**	$0.00	$0.00	$0.00	$0.00
Fazari	Nia	539 962 175	0.00	0.00	0.00	$0.00		**$0.00**	$0.00	$0.00	$0.00	$0.00
Fenney	Stacy	534 766 910	163.50	6925.24	692.52	$7,617.76		**$222.65**	$172.50	$50.15	$528.11	$760.28
Glacken	Joseph	520 739 228	105.25	4025.76	402.58	$4,428.34		**$131.44**	$70.93	$60.52	$339.96	$489.41
Gray	Jason	519 040 935	176.25	6408.56	640.86	$7,049.42		**$210.96**	$39.61	$171.35	$559.29	$819.56
Hachkowski	Kristin	512 359 647	0.00	0.00	0.00	$0.00		**$0.00**	$0.00	$0.00	$0.00	$0.00
Hutcheon	Joshua	563 655 141	113.00	4402.31	440.23	$4,842.54		**$143.32**	$125.57	$17.75	$364.99	$525.45
Jacinto	Ryan	159 946 185	106.75	3762.75	376.27	$4,139.02		**$124.51**	$55.11	$69.40	$344.80	$496.39
Landry	Ian	544 605 272	132.50	4752.30	475.23	$5,227.53		**$156.79**	$91.85	$64.94	$427.98	$616.13
LeClair	Jaime	575 086 160	0.00	0.00	0.00	$0.00		**$0.00**	$0.00	$0.00	$0.00	$0.00
Losier	Donald	476 632 823	0.00	0.00	0.00	$0.00		**$0.00**	$0.00	$0.00	$0.00	$0.00
Martin	Dante	562 796 441	0.00	0.00	0.00	$0.00		**$0.00**	$0.00	$0.00	$0.00	$0.00
McPherson	Kyle	550 792 675	0.00	0.00	0.00	$0.00		**$0.00**	$0.00	$0.00	$0.00	$0.00
Miller	Zacharias	575 997 929	23.75	743.40	74.34	$817.74		**$25.12**	$0.00	$25.12	$76.71	$110.44
Mucyo	Gyslain	959 960 428	110.50	4284.93	428.49	$4,713.42		**$139.60**	$29.85	$109.75	$356.92	$513.83
Mukama	Gisa	956 723 373	16.00	995.02	99.50	$1,094.52		**$30.52**	$29.85	$0.66	$51.68	$74.40
Oliveira	Jessie	559 972 534	157.50	6854.60	685.46	$7,540.06		**$219.53**	$183.55	$35.98	$508.73	$732.38
Penteluke	James	538 493 867	30.50	973.34	97.33	$1,070.67		**$32.78**	$0.00	$32.78	$98.52	$141.83
Rahman	Shamel	587 661 083	243.75	9226.52	922.65	$10,149.17		**$301.75**	$83.52	$218.23	$787.31	$1,133.44
Terryberry	Ashley	539 133 801	165.75	6163.78	616.38	$6,780.16		**$202.16**	$76.35	$125.81	$535.37	$770.74
Thomas-Harris	Courtney	557 288 594	0.00	0.00	0.00	$0.00		**$0.00**	$0.00	$0.00	$0.00	$0.00
Ward	Nicholas	526 002 548	150.00	5741.42	574.14	$6,315.56		**$187.44**	$155.14	$32.30	$484.50	$697.50
Young	Alec	577 862 626	0.00	0.00	0.00	$0.00		**$0.00**	$0.00	$0.00	$0.00	$0.00
Young	Aloysius	547 103 218	154.50	5914.55	591.46	$6,506.01		**$193.09**	$156.14	$36.95	$499.04	$718.43
Young	Cameron	547 612 242	0.00	0.00	0.00	$0.00		**$0.00**	$0.00	$0.00	$0.00	$0.00
			1,923.00	71,897.87	7,189.77	$1,287.44	0.00	2,421.41	1,320.49	1,090.92	6,217.75	8,951.25

This is Exhibit "9" referred to in the Affidavit of Sammy Tinebra sworn by Sammy Tinebra of the City of Hamilton, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on September 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LAUREN ALLAN, LSO#P12614

LABOUR RELATIONS ACT, 1995

Between:

Labourers' International Union of North America, Local 837

(the "Union")

- and -

National Traffic Safety Management Inc.

(the "Company")

MINUTES OF SETTLEMENT

WHEREAS the Company is bound to the collective agreement between the Ontario Traffic Control Contractors' Association ("OTCCA") and Labourers' International Union of North America, Ontario Provincial District Council, and its affiliated Local unions 183, 493, 527, 607, 625, 837, 1036, 1059 and 1089, effective from May 1, 2025 to April 30, 2028 ("the Collective Agreement");

AND WHEREAS the Union has alleged that the Company has failed to make the required contributions and remittances to the LIUNA Pension Fund, Tri-Fund, Welfare Fund, Legal Fund, Training Fund, Vacation Trust Fund and Scholarship Fund, as and when required by the Collective Agreement and as arising from the May and June 2026 remittances (the "May and June Remittances");

AND WHEREAS the Company wire transferred $15,000 to the Union on July 28, 2026 in respect of the May and June Remittances;

AND WHEREAS the parties agree that the total amount therefore remaining owing for contributions and remittances for the work months of May 2026 to June 2026 is $115,878.08;

AND WHEREAS the parties agree that remittance report for the work month of July 2026 and the related remittances are outstanding;

AND WHEREAS the parties wish to resolve the outstanding May and June Remittances without the need for litigation;

AND WHEREAS this settlement is without prejudice to any other claim or grievance by the Union or its affiliated bargaining agents, and in no way resolves or settles the Union's claims for any and all debts arising before May and June 2026;

NOW THEREFORE the parties agree as follows:

1. National Traffic Safety Management Inc. are bound to the collective agreement bound to the collective agreement between the Ontario Traffic Control Contractors' Association ("OTCCA") and Labourers' International Union of North America, Ontario Provincial District Council, and its affiliated Local unions 183, 493, 527, 607, 625, 837, 1036, 1059 and 1089, effective from May 1, 2025 to April 30, 2028 and continuing.

2. The Company shall pay to the Union $115,878.08 representing amounts owing in relation to the May and June Remittances in the following instalment payments:

   (a) $10,000 on or before Tuesday, August 4, 2026;

   (b) $10,000 on or before Tuesday, August 11, 2026;

   (c) $10,000 on or before Tuesday, August 18, 2026;

   (d) $10,000 on or before Tuesday, August 25, 2026;

   (e) $10,000 on or before Tuesday, September 1, 2026;

   (f) $10,000 on or before Tuesday, September 8, 2026;

   (g) $10,000 on or before Tuesday, September 15, 2026;

   (h) $10,000 on or before Tuesday, September 22, 2026;

   (i) $10,000 on or before Tuesday, September 29, 2026;

   (j) $10,000 on or before Tuesday, October 6, 2026;

   (k) $10,000 on or before Tuesday, October 13, 2026;

   (l) $5,878.08 on or before Tuesday, October 20, 2026.

3. Separate and in addition to the above-noted obligations in respect of May and June 2026 work months, the Company agrees that it will continue to satisfy its post-filing remittance obligations as they become due and as required by the Collective Agreement.

4. These Minutes of Settlement are settlement within the meaning of s.96(7) of the *Labour Relations Act, 1995* and are enforceable as such.

5. These Minutes may be executed electronically and in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement binding on the parties hereto.

DATED this 29th day of July, 2026.

Labourers' International Union of North America, Local 837

Name: Riccardo Pen

Labourers' International Union of North America, Local 837

Name: Sam Tinnberg

DATED this 29 day of July, 2026.

National Traffic Safety Management Inc.

Name: Antonio Bruno
(I have authority to bind the corporations)

This is Exhibit "10" referred to in the Affidavit of Sammy Tinebra sworn by Sammy Tinebra of the City of Hamilton, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on September 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LAUREN ALLAN, LSO#P12614

Hathaway

LiUNA Local 837

EMPLOYER CONTRIBUTIONS

Due by the 15th of the Following Month

Contributing Employer: NSM INC. Report for Month of: July 2026.

Authorized Signature: [signature] Email: stephen@nsminc.com.

Please report Employee DETAILS on reverse side of Form

WELFARE: 4855 Hours x 4.65 Rate = 22,575.75 A; 1,806.06 B (Add 8% PST on A)

OCCUPATIONAL HEALTH & SAFETY: — Hours x — Rate = — C

LEGAL FUND: — Hours x — Rate = — D

SCHOLARSHIP FUND: — Hours x — Rate = — E

$ 24,381.81 (A+B+C+D+E)

*Please make cheque payable to **LABOURERS LOCAL 837 BENEFITS FUND**, 170 Jackson St E, Hamilton, ON L8N 1L4*

MONTHLY DUES: — Total Employees x — Amount = — R

WORKING DUES (Admin Fund): 220,864 Gross Earnings / Hours x 3% Rate = 6,625.92 S

TRAINING FUND: — Hours x — Rate = — T

$ 6,625.92 (R+S+T)

*Please make cheque payable to **LIUNA LOCAL 837**, 170 Jackson St E, Hamilton, ON L8N 1L4*

VACATION PAY: 166006 Gross Earnings x 10 % VP Rate =

$ 16,600.60

*Please make cheque payable to **LABOURERS LOCAL 837 VACATION PAY TRUST**, 170 Jackson St E, Hamilton, ON L8N 1L4*

PENSION: 4855 Hours x 3.23 Rate = 15,681.65 X

TRI-FUND: — Hours x — Rate = — Y

O.P.D.C.: 4855 Hours x 0.40 Rate = 1,942.00 Z

$ 17,623.65 (X+Y+Z)

*Please make cheque payable to **LABOURERS PENSION FUND OF CENTRAL & EASTERN CANADA** and MAIL directly to PO Box 9002, Lakeshore West PO, Oakville, ON L6K 0G1*

INDUSTRY/EMPLOYER FUND: 4855 Hours x 0.20 Rate = 971.00 P; 126.23 Q (Add 13% HST on P)

$ 1,097.23 (P+Q)

*Please make cheque payable to (and MAIL directly to) the **association** as required under your Collective Agreement*

NATIONAL TRAFFIC SAFETY MANAGEMENT INC.

EMPLOYER CONTRIBUTION REPORT FORM LOCAL 837

REPORTING PERIOD: June 28 to Aug 1 (July), 2026

HIGHWAY

Employee's Last	First	Empoyee's SIN	Total Hours Worked	Total Earnings Subject to Vacation Pay	Vacation Pay	Total Wages	Membership Dues	Adm Fund	UPDATED MAY 1 2026 (Please apply) PENSION 3.23 PER HOUR	(Please apply) H&W 4.65 PER HOUR
Alves	Carina	570 423 194	14.50	413.62	41.36	454.98		17.08	46.84	67.43
Biko	Steve	561 786 997	276.25	10,070.59	1,007.06	11,077.65		897.63	892.29	1,284.56
Bissonnette	Michael	520 013 152	290.50	10,857.69	1,085.76	11,943.41		426.56	938.32	1,350.83
Camelle	John	479 212 714	2.00	55.74	5.57	61.31		3.31	6.46	9.30
Chimenti	Jordan	543 247 225	341.50	13,998.90	1,399.89	15,398.78		542.69	1,103.05	1,587.98
Cormier	Keiseon	584 363 867	216.50	7,146.86	714.69	7,861.54		287.03	699.30	1,006.73
Cormier	Kyle	524 329 240	182.00	5,404.08	540.41	5,944.49		221.36	587.86	846.30
David	Jamel	564 595 643	-	-	0.00	0.00		0.00	0.00	0.00
Fazari	Nia	539 962 175	-	-	0.00	0.00		0.00	0.00	0.00
Fenney	Stacy	534 766 910	43.50	1,212.35	121.29	1,333.59		90.29	140.51	202.28
Glacken	Joseph	520 799 228	13.50	376.29	37.62	413.87		15.81	43.61	62.78
Gray	Jason	519 040 935	36.50	1,017.26	101.73	1,118.98		42.30	117.90	169.73
Hachkowski	Kristin	512 359 647	-	-	0.00	0.00		0.00	0.00	0.00
Hajdu	Karol	529 137 301	59.75	1,844.48	184.45	2,028.93		76.99	192.99	277.84
Hutcheon	Joshua	563 655 141	32.00	891.84	85.18	961.02		37.00	103.36	148.80
Jacinto	Ryan	559 946 185	10.50	292.64	29.26	321.90		12.14	33.92	48.83
Jarvis	James	544 808 769	244.25	8,462.29	846.23	9,308.51		337.00	788.93	1,135.76
Johnson	Albert	495 696 250	40.50	1,128.74	112.87	1,241.61		46.62	130.82	188.33
Kmetyk	Julie E	485 969 844	235.75	7,864.13	786.41	8,650.55		313.25	761.47	1,096.24
Landry	Ian	544 605 272	60.00	1,672.20	167.22	1,839.42		69.37	193.80	279.00
Lozier	Donald	476 632 823	228.00	7,457.87	745.79	8,203.66		300.01	738.64	1,060.20
Macdonald	Abby	599 296 708	7.00	195.09	19.51	214.60		8.09	22.61	32.55
Marr	William	469 102 024	299.00	8,194.14	819.41	9,013.55		326.91	771.97	1,111.35
Martin	Dante	562 796 441	-	-	0.00	0.00		0.00	0.00	0.00
Martin	Jamaal	571 561 166	200.25	5,501.09	550.11	6,051.20		228.88	646.81	931.16
McPherson	Kyle	550 792 675	-	-	0.00	0.00		0.00	0.00	0.00
Miller	Zacharias	575 997 929	204.75	6,831.77	683.18	7,514.95		273.85	661.54	951.09
Moore	Davey	489 787 911	222.00	7,198.60	719.86	7,918.46		290.03	717.06	1,032.30
Munyo	Gyslain	959 960 428	218.00	6,329.97	633.00	6,962.97		269.42	704.14	1,013.70
Mukama	Gisa	956 723 373	314.00	11,829.38	1,182.94	13,012.31		464.60	1,014.22	1,460.10
Oliveira	Jessie	559 972 534	8.00	222.96	22.30	245.26		9.25	25.84	37.20
Penteluke	James	538 493 867	-	-	0.00	0.00		0.00	0.00	0.00
Pilon	April	550 050 053	35.00	1,003.32	100.33	1,103.65		41.38	113.05	162.75
Rahman	Shamel	587 661 083	112.75	3,930.22	393.02	4,323.24		156.35	364.18	524.29
Terryberry	Ashley	539 133 801	4.50	125.42	12.54	137.96		5.20	14.54	20.93
Thomas-Harris	Courtney	557 288 594	-	-	0.00	0.00		0.00	0.00	0.00
Valade	Ryley	536 508 898	257.30	10,020.05	1,002.01	11,022.06		391.53	831.73	1,197.38
Ward	Nicholas	526 002 548	16.50	459.86	45.99	505.84		19.08	53.30	76.73
Wells	Daryl	458 905 934	368.25	8,570.28	857.03	9,427.31		345.05	830.30	1,224.11
Young	Alec	577 862 626	-	-	0.00	0.00		0.00	0.00	0.00
Young	Aloysius	547 103 218	100.50	2,916.67	291.67	3,208.33		120.01	324.62	467.33
Young	Cameron	547 612 242	324.50	12,509.74	1,250.97	13,760.72		489.53	1,048.14	1,508.93
			4,855.00	166,006.00	16,600.60	182,606.60	0.00	6,635.92	$15,681.65	$22,575.75

PLACERS

LiUNA Local 837

EMPLOYER CONTRIBUTIONS

Due by the 15th of the Following Month

Contributing Employer: NRM INC.

Report for Month of: JULY 2026

Authorized Signature:

Email: [illegible]@NRMINC.com

Please report Employee DETAILS on reverse side of Form

WELFARE	2,378 Hours	x 4.65 Rate	= 11,057.70	A		
			884.62	B	Add 8% PST on A	
OCCUPATIONAL HEALTH & SAFETY	— Hours	x — Rate	= —	C		
LEGAL FUND	— Hours	x — Rate	= —	D		
SCHOLARSHIP FUND	— Hours	x — Rate	= —	E	$ 11,942.32	A+B+C+D+E

Please make cheque payable to ***LABOURERS LOCAL 837 BENEFITS FUND****, 170 Jackson St E, Hamilton, ON L8N 1L4*

MONTHLY DUES	— Total Employees	x — Amount	= —	R	please apply	
WORKING DUES (Admin Fund)	114,559.13 Gross Earnings / Hours	x 0.87 Rate	= 998.13	S		
TRAINING FUND	— Hours	x — Rate	= —	T	$ 998.13	R+S+T

Please make cheque payable to ***LIUNA LOCAL 837****, 170 Jackson St E, Hamilton, ON L8N 1L4*

VACATION PAY	87,109.54 Gross Earnings	x 10 % VP Rate	=	$ 8,710.96	

Please make cheque payable to ***LABOURERS LOCAL 837 VACATION PAY TRUST****, 170 Jackson St E, Hamilton, ON L8N 1L4*

PENSION	2378 Hours	x 3.23 Rate	= 7,680.94	X		
TRI-FUND	— Hours	x — Rate	= —	Y		
O.P.D.C.	2378 Hours	x 0.40 Rate	= 951.20	Z	$ 8,632.14	X+Y+Z

Please make cheque payable to ***LABOURERS PENSION FUND OF CENTRAL & EASTERN CANADA*** *and MAIL directly to PO Box 9002, Lakeshore West PO, Oakville, ON L6K 0G1*

INDUSTRY/EMPLOYER FUND	2378 Hours	x 0.20 Rate	= 475.60	P		
			61.83	Q	Add 13% HST on P	
					$ 537.43	P+Q

Please make cheque payable to (and MAIL directly to) the ***association*** *as required under your Collective Agreement*

NATIONAL TRAFFIC SAFETY MANAGEMENT INC.

EMPLOYER CONTRIBUTION REPORT FORM LOCAL 183

REPORTING PERIOD: June 28 to Aug 1 (July), 2026

FLAGGERS Training and Admin Only

Employee's Last	First	Empoyee's SIN	Total Hours Worked	Total Earnings Subject to Vacation Pay	Vacation Pay	Total Wages	Training $0.39 PER HOUR	Admin 3%
Alves	Carina	570 423 194	48.00	1,875.23	$187.52	$2,062.75	$18.72	$56.26
Bliko	Steve	561 786 997	8.00	306.16	$30.62	$336.78	$3.12	$9.18
Camelia	John	479 212 714	87.75	3,388.49	$338.85	$3,727.33	$34.22	$101.65
Chimenti	Jordan	543 247 225	-	-	$0.00	$0.00	$0.00	$0.00
Clarke	Matthew	520 863 754	91.00	3,664.35	$366.44	$4,030.79	$35.49	$109.93
Cormier	Keisean	584 363 667	-	-	$0.00	$0.00	$0.00	$0.00
David	Jamal	564 595 643	-	-	$0.00	$0.00	$0.00	$0.00
Fazari	Nia	539 962 175	-	-	$0.00	$0.00	$0.00	$0.00
Fenney	Stacy	534 766 910	149.25	6,027.53	$602.75	$6,630.28	$58.21	$180.83
Glacken	Joseph	520 739 228	36.00	1,377.72	$137.77	$1,515.49	$14.04	$41.33
Gray	Jason	519 040 935	136.25	5,593.93	$555.39	$6,109.33	$53.14	$166.62
Hachkowski	Kristin	512 359 647	-	-	$0.00	$0.00	$0.00	$0.00
Hutcheon	Joshua	563 655 141	115.50	4,520.64	$452.06	$4,972.71	$45.05	$135.62
Jacinto	Ryan	159 946 185	75.75	3,008.98	$300.90	$3,309.88	$29.54	$90.27
Johnson	Albert	495 698 250	41.50	1,626.48	$162.65	$1,789.12	$16.19	$48.79
Landry	Ian	544 605 272	77.00	2,999.41	$299.94	$3,299.35	$30.03	$89.98
LeClair	Jaime	575 086 160	-	-	$0.00	$0.00	$0.00	$0.00
Losier	Donald	476 632 823	-	-	$0.00	$0.00	$0.00	$0.00
Macdonald	Abby	599 299 708	69.00	2,798.49	$279.85	$3,078.34	$26.91	$83.95
Martin	Dante	562 796 441	-	-	$0.00	$0.00	$0.00	$0.00
Martin	Jamaal	571 561 166	4.50	172.22	$17.22	$189.44	$1.76	$5.17
McPherson	Kyle	550 792 675	-	-	$0.00	$0.00	$0.00	$0.00
Miller	Zacharias	575 997 929	-	-	$0.00	$0.00	$0.00	$0.00
Mucyo	Gyslain	959 960 428	-	-	$0.00	$0.00	$0.00	$0.00
Mukama	Gisa	956 723 373	8.00	306.16	$30.62	$336.78	$3.12	$9.18
Oliveira	Jessie	559 972 534	113.00	4,405.83	$440.58	$4,846.42	$44.07	$132.18
Penteluke	James	538 493 867	-	-	$0.00	$0.00	$0.00	$0.00
Pilon	April	550 050 033	62.25	2,477.98	$247.80	$2,725.78	$24.28	$74.34
Rahman	Shamel	587 661 083	37.50	1,502.10	$150.21	$1,652.31	$14.63	$45.06
Terryberry	Ashley	539 133 801	128.00	5,176.02	$517.60	$5,693.62	$49.92	$155.28
Thomas-Harris	Courtney	557 288 594	-	-	$0.00	$0.00	$0.00	$0.00
Ward	Nicholas	526 002 548	113.00	4,405.83	$440.58	$4,846.42	$44.07	$132.18
Young	Alec	577 862 626	-	-	$0.00	$0.00	$0.00	$0.00
Young	Aloysius	547 103 218	172.50	6,601.58	$660.16	$7,261.73	$67.28	$198.05
Young	Cameron	547 612 242	-	-	$0.00	$0.00	$0.00	$0.00
			1,373.75	62,195.13	6,219.51	68,414.64	613.76	1,865.85

NATIONAL TRAFFIC SAFETY MANAGEMENT INC.

EMPLOYER CONTRIBUTION REPORT FORM LOCAL 837

REPORTING PERIOD: June 28 to Aug 1 (July), 2026

FLAGGERS

Employee's Last	First	Empoyee's SIN	Total Hours Worked	Total Earnings Subject to Vacation Pay	Vacation Pay	Total Wages	Membership Dues	Adm Fund	Admin Paid To Local 183	Please apply	UPDATED MAY 1 2026 (Please Apply) PENSION 3.23 PER HOUR	(Please Apply) H&W 4.65 PER HOUR
Alves	Carina	570 423 194	56.25	2,113.41	211.34	$2,324.75		$69.20	$56.26	$12.94	$181.69	$261.56
Bilko	Steve	561 786 997	8.00	306.16	30.62	$336.78		$10.00	$9.18	$0.81	$25.84	$37.20
Camelia	John	479 212 714	140.75	4,969.12	496.91	$5,466.03		$164.38	$101.65	$62.72	$454.62	$654.49
Chimenti	Jordan	543 247 225	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Clarke	Matthew	520 863 754	91.00	3,664.35	366.44	$4,030.79		$118.70	$109.93	$8.77	$293.93	$423.15
Cormier	Kelsean	584 363 667	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
David	Jamal	564 595 643	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Fazari	Nia	539 962 175	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Fenney	Stacy	534 766 910	243.25	8,919.17	891.92	$9,811.09		$293.20	$180.83	$112.37	$785.70	$1,131.11
Glacken	Joseph	520 739 228	161.50	5,153.51	$15.35	$5,668.86		$173.54	$41.33	$132.21	$521.65	$750.98
Gray	Jason	519 040 935	216.75	8,126.05	812.61	$8,938.66		$266.17	$166.62	$99.55	$700.10	$1,007.89
Hachkowski	Kristin	512 359 647	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Hutcheon	Joshua	563 655 141	123.50	4,751.60	475.16	$5,226.76		$155.00	$135.62	$19.38	$398.91	$574.28
Jacinto	Ryan	159 946 185	137.25	4,828.82	482.88	$5,311.70		$159.83	$90.27	$69.56	$443.32	$638.21
Johnson	Albert	495 698 250	41.50	1,626.48	162.65	$1,789.12		$52.90	$48.79	$4.11	$134.05	$192.98
Landry	Ian	544 605 272	97.50	3,605.68	360.57	$3,966.25		$118.36	$89.98	$28.38	$314.93	$453.38
LeClair	Jaime	575 086 160	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Losier	Donald	476 632 823	16.00	724.85	72.49	$797.34		$23.09	$0.00	$23.09	$51.68	$74.40
Macdonald	Abby	599 299 708	81.50	3,195.46	319.55	$3,515.00		$103.93	$83.95	$19.98	$263.25	$378.98
Martin	Dante	562 796 441	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Martin	Jamaal	571 561 166	4.50	172.22	17.22	$189.44		$5.62	$5.17	$0.45	$14.54	$20.93
McPherson	Kyle	550 792 675	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Miller	Zacharias	575 997 929	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Mucyo	Gyslan	959 960 428	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Mukama	Gisa	956 723 373	8.00	306.16	30.62	$336.78		$10.00	$9.18	$0.81	$25.84	$37.20
Oliveira	Jessie	559 972 534	137.50	5,113.15	$11.31	$5,624.46		$167.70	$132.18	$35.52	$444.13	$639.38
Penteluke	James	538 493 867	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Pilon	April	550 050 033	121.25	4,243.69	424.37	$4,668.06		$140.59	$74.34	$66.25	$391.64	$563.81
Rahman	Shamel	587 661 083	166.00	5,676.94	567.69	$5,244.64		$188.82	$45.08	$143.75	$536.18	$771.90
Terryberry	Ashley	539 133 801	224.00	8,129.01	812.90	$8,941.91		$267.68	$155.28	$112.40	$723.52	$1,041.60
Thomas-Harris	Courtney	557 288 594	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Ward	Nicholas	526 002 548	129.50	4,882.19	488.22	$5,370.41		$159.77	$132.18	$27.60	$418.29	$602.18
Young	Alec	577 862 626	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Young	Aloysius	547 103 218	172.50	6,601.58	660.16	$7,261.73		$215.53	$198.05	$17.48	$557.18	$802.13
Young	Cameron	547 612 242	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
			2,378.00	87,109.59	8,710.96	95,820.54	0.00	2,863.98	1,865.85	998.13	7,680.94	11,057.70

This is Exhibit "11" referred to in the Affidavit of Sammy Tinebra sworn by Sammy Tinebra of the City of Hamilton, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on September 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LAUREN ALLAN, LSO#P12614

From: Antonio Bruno
To: Alex St. John; Riccardo Persi; Sam Tinebra; Tracey Henry; sastjohn@wrighthenry.ca; ykody@wrighthenry.ca
Cc: Maya Poliak; Harvey G. Chaiton; Maleeha Anwar; Bryan A. Tannenbaum; Jeffrey Berger; Nisan Thurairatnam
Subject: Re: In the Matter of the Notice of Intention to Make a Proposal of National Traffic Safety Management Inc. / Court File No. BK-26-03364251-0032
Date: Friday, September 11, 2026 6:31:40 PM
Attachments: image001.png
image003.png

You don't often get email from antonio@ntsminc.com. Learn why this is important

Alex,

Following our conversation today and your subsequent email, and this email to my counsel below, I felt in necessary to respond directly because I am becoming increasingly frustrated with the position being taken by the Union counsel and, frankly, I found the tone and approach of today's discussion unnecessarily aggressive given everything that has occurred throughout this restructuring.

I think some perspective is required.

First, I have reviewed the July 29 Minutes of Settlement again. I acknowledge paragraph 3 and I am not suggesting that it does not say what you quoted in your email.

However, the Minutes need to be considered in their entirety and in the circumstances in which they were negotiated.

The Company was operating under significant liquidity constraints. The Minutes themselves recognize the $15,000 payment already made and establish a staged payment arrangement for the remaining $115,878.08 relating to the May and June remittances, consisting principally of $10,000 weekly payments extending through October 2026. That arrangement was necessary precisely because the Company did not have the liquidity to immediately satisfy those amounts while simultaneously funding the operations necessary to keep this business alive.

We have continued making those agreed weekly payments.

I also acknowledge the separate obligation in paragraph 3 regarding subsequent post-filing remittances. The July obligation has been affected by the same liquidity constraints and by the fact that completion of the financing took longer than originally anticipated.

What seems to be getting lost in this discussion is the single most important development since we entered into those Minutes:

The financing is no longer speculative. We now have a committed financing facility in place.

We are not coming back asking the Union to support another extension because I am still searching for financing, hoping someone will fund this transaction or asking everyone to simply give me more time.

I obtained the financing.

I have held up my end of what I said I was going to accomplish.

What is now required is a relatively short additional period to complete the Court-supervised process and close the funded transaction. That is fundamentally different from asking stakeholders to continue waiting while financing remains uncertain.

Against that backdrop, I find the Union's continued suggestion that it may oppose or refuse to support the extension extremely difficult to understand. Threatening the process at this stage does not accelerate payment. It jeopardizes the very transaction that provides the liquidity necessary to address the post-filing obligations and preserve this business and the employment of the Union's members.

There is also a second issue in your email that I want to address very clearly.

You state that the Union has a significant debt and that the materials do not explain how it will be addressed.

The Minutes you are relying upon expressly state that they do **not** resolve or settle the Union's claims for debts arising before May and June 2026.

I agree.

But preserving the Union's claim does not mean that **I personally or A2 Environmental as the Purchaser assumed that historical debt.**

Those historical pre-filing obligations arose before I assumed control of NTSM. I did not create them. I did not receive or withhold those funds. They arose under the previous ownership and management of this Company.

Notwithstanding that, I have been prepared to do something considerably more than simply leave the Union with its historical claim.

Because of my longstanding relationship with the Union and because I wanted the employees affected by what occurred before my

involvement to ultimately receive what is properly owing to them, I have been prepared to negotiate a separate Minutes of Settlement dealing with the properly reconciled historical pre-filing Union obligations.

In fact, I am scheduled to meet with **Ricardo Persi and Sam Tinebra next Tuesday** specifically to begin that discussion and determine what the true reconciled value of those historical obligations is and how they might be addressed following completion of this transaction.

That willingness on my part should not be confused with an admission that those historical debts belong to me or the Purchaser. **They do not.**

It is a commercial accommodation I have been prepared to make voluntarily because of my relationship with the Union and my desire to ensure that the employees are ultimately made whole to the extent we can agree upon the legitimate reconciled amounts.

That willingness also cannot be treated as unconditional while the Union simultaneously threatens to oppose the restructuring that makes the accommodation possible.

So I want my position understood very clearly.

If the Union chooses to oppose or materially obstruct this short extension and the completion of this now-funded transaction, I will reconsider and, if necessary, withdraw my willingness to voluntarily enter into a further settlement under which the Purchaser assumes responsibility for historical pre-filing Union obligations that it is not otherwise assuming as part of the transaction.

If that occurs, the Union will retain whatever claims and legal rights it has in respect of those historical obligations and can pursue those claims against NTSM and any other parties against whom those rights properly exist through the applicable insolvency or other legal process.

But I will not voluntarily assume more than **$750,000 of historical obligations that I did not create** while simultaneously being threatened with opposition to the very restructuring I have spent the last several months and substantial personal resources saving.

I don't believe that position is unreasonable.

Since assuming control, I have worked to preserve this Company, preserve the employment of its Union members, rehabilitate its fleet, reduce its costs, improve its revenues, fund its operations and obtain the financing necessary to complete the restructuring.

The business is now performing better. The financing commitment is in place. The weekly settlement payments are continuing. We are at the point of completing the Court process and closing the transaction.

We are asking for time to complete a funded transaction, not time to continue searching for one.

That distinction matters.

I would therefore strongly encourage the Union to consider the commercial reality of where we are today and what outcome actually serves its members.

I remain prepared to honor the Company's post-filing obligations through this process. I also remain prepared, as of today, to sit down with Ricardo and Sam next Tuesday and work constructively toward a separate settlement of the historical Union obligations.

But cooperation has to work both ways.

I am not prepared to have my voluntary willingness to address substantial historical liabilities created before my involvement treated as an entitlement while the Union simultaneously threatens the transaction that makes that recovery possible.

If you would prefer that further communication on the stay extension proceed through counsel, I have no issue with that. I am copying my legal team so that everyone has the same understanding of my position, and they are free to rely upon or forward this communication as necessary.

My expectation remains very simple: **complete the short extension, complete the Court process, close the committed financing, address the post-filing obligations and then sit down constructively with the Union to resolve the historical obligations that I have voluntarily been prepared to address.**

That remains available to everyone.

Antonio Bruno
President & CEO
National Traffic & Safety Management Inc.
A Division of A2 Environmental Group Inc.
M: (905) 923-6951
antonio@ntsminc.com

From: Maleeha Anwar <MAnwar@chaitons.com>
Sent: Friday, September 11, 2026 3:22 PM
To: Antonio Bruno <antonio@ntsminc.com>
Cc: Maya Poliak <Maya@chaitons.com>; Harvey G. Chaiton <Harvey@chaitons.com>
Subject: FW: In the Matter of the Notice of Intention to Make a Proposal of National Traffic Safety Management Inc. / Court File No. BK-26-03364251-0032

Hi Antonio,

Please see the correspondence below from counsel to the Union Local 837 and advise on the points raised.

Thank you,
Maleeha

Maleeha Anwar | **Lawyer**
Chaitons LLP | **T: 416.218.1128**

From: Alex St. John <astjohn@wrighthenry.ca>
Sent: Friday, September 11, 2026 3:16 PM
To: Maleeha Anwar <MAnwar@chaitons.com>; Bryan A. Tannenbaum <btannenbaum@tdbadvisory.ca>; Jeffrey Berger <jberger@tdbadvisory.ca>; Nisan Thurairatnam <nthurairatnam@tdbadvisory.ca>
Cc: Harvey G. Chaiton <Harvey@chaitons.com>; Maya Poliak <Maya@chaitons.com>; Tracey Henry <thenry@wrighthenry.ca>; Sinthura Chandramohan <sastjohn@wrighthenry.ca>; Youssef Kodsy <YKodsy@wrighthenry.ca>
Subject: RE: In the Matter of the Notice of Intention to Make a Proposal of National Traffic Safety Management Inc. / Court File No. BK-26-03364251-0032

CAUTION: [External]

Dear Ms. Anwar and Mr. Chaiton:

At this point we only have instructions to agree to a shorter extension of the stay to enable us to file responding materials. Please let us know what you would propose.

We have two concerns which need to be addressed:

The Minutes of Settlement dated July 29, 2026 state as follows:

> "Separate and in addition to the above-noted obligations in respect of May and June 2026 work months, the Company agrees that it will continue to satisfy its post-filing remittance obligations as they become due and as required by the Collective Agreement."

Notwithstanding this commitment, National Traffic has filed to satisfy its July remittance obligations. This is concerning.

Additionally, our client has a significant debt (which, because of the above breach has now increased yet again) and none of the materials indicate how this will be addressed.

Alex

Alex St. John **(he/him)**

Lawyer
Wright Henry LLP

From: Alex St. John <astjohn@wrighthenry.ca>
Sent: Friday, September 11, 2026 2:29 PM
To: Maleeha Anwar <MAnwar@chaitons.com>; Bryan A. Tannenbaum <btannenbaum@tdbadvisory.ca>; Jeffrey Berger <jberger@tdbadvisory.ca>; Nisan Thurairatnam <nthurairatnam@tdbadvisory.ca>
Cc: Harvey G. Chaiton <Harvey@chaitons.com>; Maya Poliak <Maya@chaitons.com>; Tracey Henry <thenry@wrighthenry.ca>; Sinthura Chandramohan <schandramohan@wrighthenry.ca>; Youssef Kodsy <YKodsy@wrighthenry.ca>
Subject: RE: In the Matter of the Notice of Intention to Make a Proposal of National Traffic Safety Management Inc. / Court File No. BK-26-03364251-0032

Mr. Chaiton and Ms. Anwar – Are you available for a call this afternoon?

Thank you.

Alex

Alex St. John (he/him)
Lawyer
Wright Henry LLP

From: Alex St. John <astjohn@wrighthenry.ca>
Sent: Friday, September 11, 2026 9:42 AM
To: Maleeha Anwar <MAnwar@chaitons.com>; Bryan A. Tannenbaum <btannenbaum@tdbadvisory.ca>; Jeffrey Berger <jberger@tdbadvisory.ca>; Nisan Thurairatnam <nthurairatnam@tdbadvisory.ca>
Cc: Harvey G. Chaiton <Harvey@chaitons.com>; Maya Poliak <Maya@chaitons.com>; Tracey Henry <thenry@wrighthenry.ca>; Sinthura Chandramohan <schandramohan@wrighthenry.ca>; Youssef Kodsy <YKodsy@wrighthenry.ca>
Subject: RE: In the Matter of the Notice of Intention to Make a Proposal of National Traffic Safety Management Inc. / Court File No. BK-26-03364251-0032

Mr. Chaiton and Ms. Anwar:

Neither your materials nor the commitment letter address how the Company plans to deal with the significant secured debt the Company owes to our client, LiUNA Local 837, in respect of pre-filing debts including wages, pension and benefits contributions. How will that be addressed?

Alex

Alex St. John (he/him)
Lawyer
Wright Henry LLP

416 306 8274
astjohn@wrighthenry.ca
wrighthenry.ca
200 Wellington St. West, Suite 602 Toronto, ON M5V 3C7

From: Maleeha Anwar <MAnwar@chaitons.com>

Sent: Thursday, September 10, 2026 10:04 PM
To: Bryan A. Tannenbaum <btannenbaum@tdbadvisory.ca>; Jeffrey Berger <jberger@tdbadvisory.ca>; Nisan Thurairatnam <nthurairatnam@tdbadvisory.ca>; Allan Grossman <agrossmanconsulting@gmail.com>; bettydehondcopeland@gmail.com; eperitz@jaffeperitz.com; bjaffe@jaffeperitz.com; tmollsen@emkay.com; Matthew Guertler <mguertler@emkay.com>; JLeslie@dickinsonwright.com; Tracey Henry <thenry@wrighthenry.ca>; Alex St. John <astjohn@wrighthenry.ca>; Sinthura Chandramohan <schandramohan@wrighthenry.ca>; Youssef Kodsy <YKodsy@wrighthenry.ca>; Robert Drake <rdrake@kmlaw.ca>; Daniel Resnick <dresnick@kmlaw.ca>; 'agc-pgc.toronto-tax-fiscal@justice.gc.ca' <agc-pgc.toronto-tax-fiscal@justice.gc.ca>; Lawrence, Tessania <tessania.lawrence@justice.gc.ca>; insolvency.unit <insolvency.unit@ontario.ca>; Groeneveld, Steven (MOF) <steven.groeneveld@ontario.ca>; OSBService-BSFService (IC) <osbservice-bsfservice@ised-isde.gc.ca>; Nicole Simes <nicole@simeslaw.com>; Zarnab Durrani <zarnab@simeslaw.com>; Caitlin Fell <cfell@reconllp.com>
Cc: Harvey G. Chaiton <Harvey@chaitons.com>; Maya Poliak <Maya@chaitons.com>
Subject: In the Matter of the Notice of Intention to Make a Proposal of National Traffic Safety Management Inc. / Court File No. BK-26-03364251-0032

SERVICE LIST

Please find attached the Motion Record of National Traffic Safety Management Inc. in connection with the motion returnable before Justice Steele on September 14, 2026 at 11:00 a.m., which is hereby served upon you pursuant to the *Rules of Civil Procedure.*

Regards,

Chaitons

Maleeha Anwar | Lawyer
T: 416.218.1128 E: MAnwar@chaitons.com
5000 Yonge St, 10th Floor, Toronto, ON, M2N 7E9
chaitons.com

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This is Exhibit "12" referred to in the Affidavit of Sammy Tinebra sworn by Sammy Tinebra of the City of Hamilton, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on September 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LAUREN ALLAN, LSO#P12614

From: Matthew Guertler
To: "Maleeha Anwar"; Bryan A. Tannenbaum; Jeffrey Berger; Nisan Thurairatnam; Allan Grossman; bettydehondcopeland@gmail.com; eperitz@jaffeperitz.com; bjaffe@jaffeperitz.com; Tracy Mollsen; JLeslie@dickinsonwright.com; Tracey Henry; Alex St. John; Sinthura Chandramohan; Youssef Kodsy; Robert Drake; Daniel Resnick; "agc-pgc.toronto-tax-fiscal@justice.gc.ca"; Lawrence, Tessania; insolvency.unit; Groeneveld, Steven (MOF); OSBService-BSFService (IC); Nicole Simes; Zarnab Durrani; Caitlin Fell
Cc: Harvey G. Chaiton; Maya Poliak; Paige Phillips; Michael E. Brenner
Subject: RE: In the Matter of the Notice of Intention to Make a Proposal of National Traffic Safety Management Inc. / Court File No. BK-26-03364251-0032
Date: Friday, September 11, 2026 9:21:35 AM
Attachments: image001.png
image002.png
image004.png
RE NA501 Request for Update on Funding and Payment.msg

You don't often get email from mguertler@emkay.com. Learn why this is important

EMKAY and National Traffic have **NO** agreed upon purchase price of vehicles. Section 16 is categorially false. All negotiations prior to National Traffic's filing are irrelevant, despite what Mr. Bruno may say.

16. The proposed financing is sufficient to repay the Company's indebtedness to Oxygen, purchase the leased fleet subject to the EMKAY Fleet Management lease arrangements, fund the Court-supervised process and professional restructuring costs associated with the acquisition, replace the Company's existing receivables-factoring arrangements with an operating line and pay the post-filing source deductions and outstanding HST obligations owing to the CRA.

EMKAY has not been paid at all during the Motion, even though National Traffic is obligated to do so. At this juncture, EMKAY fully intends to repossess its vehicles upon completion of the stay.

Please see attached email for last correspondence between EMKAY and Mr. Bruno.

Thak you,

EMKAY
Matthew Guertler, CPA
Vice President Finance
P: 630.775.6436 E: MGuertler@emkay.com

From: Maleeha Anwar <MAnwar@chaitons.com>
Sent: Thursday, September 10, 2026 9:04 PM
To: Bryan A. Tannenbaum <btannenbaum@tdbadvisory.ca>; Jeffrey Berger <jberger@tdbadvisory.ca>; Nisan Thurairatnam <nthurairatnam@tdbadvisory.ca>; Allan Grossman <agrossmanconsulting@gmail.com>; bettydehondcopeland@gmail.com; eperitz@jaffeperitz.com; bjaffe@jaffeperitz.com; Tracy Mollsen <TMollsen@emkay.com>; Matthew Guertler <MGuertler@emkay.com>; JLeslie@dickinsonwright.com; Tracey Henry <thenry@wrighthenry.ca>; Alex St. John <astjohn@wrighthenry.ca>; Sinthura Chandramohan <schandramohan@wrighthenry.ca>; Youssef Kodsy <ykodsy@wrighthenry.ca>; Robert Drake <rdrake@kmlaw.ca>; Daniel Resnick <dresnick@kmlaw.ca>; 'agc-pgc.toronto-tax-fiscal@justice.gc.ca' <agc-pgc.toronto-tax-fiscal@justice.gc.ca>; Lawrence, Tessania <tessania.lawrence@justice.gc.ca>; insolvency.unit <insolvency.unit@ontario.ca>; Groeneveld, Steven (MOF) <steven.groeneveld@ontario.ca>; OSBService-BSFService (IC) <osbservice-bsfservice@ised-isde.gc.ca>; Nicole Simes <nicole@simeslaw.com>; Zarnab Durrani <zarnab@simeslaw.com>; Caitlin Fell <cfell@reconllp.com>
Cc: Harvey G. Chaiton <Harvey@chaitons.com>; Maya Poliak <Maya@chaitons.com>
Subject: In the Matter of the Notice of Intention to Make a Proposal of National Traffic Safety Management Inc. / Court File No. BK-26-03364251-0032

SERVICE LIST

Please find attached the Motion Record of National Traffic Safety Management Inc. in connection with the motion returnable before Justice Steele on September 14, 2026 at 11:00 a.m., which is hereby served upon you pursuant to the *Rules of Civil Procedure*.

Regards,

Chaitons
Maleeha Anwar | Lawyer
T: 416.218.1128 E: MAnwar@chaitons.com
5000 Yonge St, 10th Floor, Toronto, ON, M2N 7E9
chaitons.com

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This is Exhibit "B" referred to in the Affidavit of Sam Tinebra sworn by Sam Tinebra of the City of Hamilton, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on October 23, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LAUREN ALLAN, LSO#P12614

Highway

LiUNA Local 837

EMPLOYER CONTRIBUTIONS

Due by the 15th of the Following Month

Contributing Employer: NTSM Inc.

Report for Month of: August 2026.

Authorized Signature:

Email: stephen@ntsminc.com.

Please report Employee DETAILS on reverse side of Form

WELFARE	4,546.75 Hours	x 4.65 Rate	= 21,142.59	A	
			1,691.39 Add 8% PST on A	B	
OCCUPATIONAL HEALTH & SAFETY	— Hours	x — Rate	= —	C	
LEGAL FUND	— Hours	x — Rate	= —	D	
SCHOLARSHIP FUND	— Hours	x — Rate	= —	E	$ 22,833.78 A+B+C+D+E

Please make cheque payable to ***LABOURERS LOCAL 837 BENEFITS FUND****, 170 Jackson St E, Hamilton, ON L8N 1L4*

MONTHLY DUES	— Total Employees	x — Amount	= —	R	
WORKING DUES (Admin Fund)	205,410.92 Gross Earnings / Hours	x 3% Rate	= 6,162.33	S	
TRAINING FUND	— Hours	x — Rate	= —	T	$ 6,162.33 R+S+T

Please make cheque payable to ***LIUNA LOCAL 837****, 170 Jackson St E, Hamilton, ON L8N 1L4*

VACATION PAY	154,167.94 Gross Earnings	x 10 % VP Rate	=		$ 15,416.59

Please make cheque payable to ***LABOURERS LOCAL 837 VACATION PAY TRUST****, 170 Jackson St E, Hamilton, ON L8N 1L4*

PENSION	4,546.75 Hours	x 3.23 Rate	= 14,686.00	X	
TRI-FUND	— Hours	x — Rate	= —	Y	
O.P.D.C.	4,546.75 Hours	x 0.40 Rate	= 1,818.70	Z	$ 16,504.70 X+Y+Z

Please make cheque payable to ***LABOURERS PENSION FUND OF CENTRAL & EASTERN CANADA*** *and MAIL directly to PO Box 9002, Lakeshore West PO, Oakville, ON L6K 0G1*

INDUSTRY/EMPLOYER FUND	4,546.75 Hours	x 0.20 Rate	= 909.35	P	
			118.22 Add 13% HST on P	Q	$ 1027.57 P+Q

Please make cheque payable to (and MAIL directly to) the ***association*** *as required under your Collective Agreement*

Form HR22

NATIONAL TRAFFIC SAFETY MANAGEMENT INC.

EMPLOYER CONTRIBUTION REPORT FORM LOCAL 837

REPORTING PERIOD: Aug 2 to Aug 29, 2026

HIGHWAY

Employee's Last	First	Empoyee's SIN	Total Hours Worked	Total Earnings Subject to Vacation Pay	Vacation Pay	Total Wages	Membership Dues	Adm Fund	UPDATED MAY 1 2026 (Please apply) PENSION 3.23 PER HOUR	(Please apply) HRW 4.85 PER HOUR
Alves	Carina	570 023 194	-	-	0.00	0.00		0.00	0.00	0.00
Bilka	Steve	561 786 997	239.00	8,972.66	897.25	9,759.71		149.29	771.97	1,111.95
Bissonnette	Michael	520 013 152	264.00	10,100.76	1,010.08	11,209.83		168.79	852.72	1,227.60
Camelia	John	479 212 714	-	-	0.00	0.00		0.00	0.00	0.00
Chimenti	Jordan	549 247 225	187.75	7,052.46	705.25	7,757.70		177.12	606.43	873.06
Cormier	Keisean	584 363 667	247.75	8,288.36	828.84	9,117.20		333.88	800.23	1,152.04
Cormier	Kyle	524 329 240	230.00	7,360.86	736.09	8,096.94		197.28	742.90	1,069.50
David	Jamal	564 595 843	-	-	0.00	0.00		0.00	0.00	0.00
Fazari	Nia	539 962 175	-	-	0.00	0.00		0.00	0.00	0.00
Fenney	Stacy	534 766 910	40.00	1,114.80	111.48	1,226.28		46.24	129.20	186.00
Glacken	Joseph	520 736 228	28.00	780.36	78.04	858.40		32.37	90.44	130.20
Gray	Jason	519 040 935	20.00	557.40	55.74	613.14		23.12	64.60	93.00
Hachkowski	Kristin	512 359 687	-	-	0.00	0.00		0.00	0.00	0.00
Hajdu	Karol	529 117 301	18.00	555.66	55.57	611.23		22.59	58.14	83.70
Hutcheon	Joshua	563 655 141	21.00	585.27	58.53	643.80		24.28	67.83	97.65
Jacinto	Ryan	559 946 185	5.00	139.35	13.94	153.29		5.78	16.15	23.25
Jarvis	James	544 808 269	204.00	7,266.04	726.60	7,992.64		288.00	658.92	948.60
Johnson	Albert	495 608 250	84.75	2,488.69	248.86	2,682.45		100.91	273.74	394.09
Kmetyk	Julia E	485 969 844	220.75	7,331.63	733.16	8,064.79		304.13	713.02	1,026.49
Landry	Ian	544 605 272	72.75	2,027.54	202.75	2,230.30		84.11	234.98	338.29
Lesier	Donald	476 632 823	129.25	7,435.81	743.58	8,179.39		295.58	740.48	1,066.01
Macdonald	Abby	599 299 708	-	-	0.00	0.00		0.00	0.00	0.00
Mart	William	469 102 024	204.00	6,648.63	664.86	7,313.49		282.83	658.92	948.60
Martin	Dante	582 796 441	-	-	0.00	0.00		0.00	0.00	0.00
Martin	Jamaal	571 561 166	204.50	6,169.72	616.97	6,786.69		251.94	660.54	950.93
McPherson	Kyle	550 792 675	-	-	0.00	0.00		0.00	0.00	0.00
Miller	Zacharias	575 997 929	174.50	5,530.36	553.04	6,083.40		224.75	563.64	811.43
Moore	Davey	488 787 911	223.25	7,215.86	721.59	7,937.45		280.89	721.10	1,038.11
Mucyo	Gyslain	956 960 428	168.75	4,971.31	497.13	5,468.44		203.95	545.06	784.69
Mukama	Gisa	956 723 873	296.25	11,077.84	1,107.78	12,185.62		435.40	956.89	1,377.56
Oliveira	Jessie	559 972 534	-	-	0.00	0.00		0.00	0.00	0.00
Pappel	Darcy	568 202 733	41.25	1,242.29	124.23	1,366.52		50.75	133.24	191.81
Perreault	Bryan	541 767 281	47.00	1,309.89	130.99	1,440.88		54.54	151.81	218.55
Plice	April	550 050 033	-	-	0.00	0.00		0.00	0.00	0.00
Poitras	Austin	566 618 047	92.25	2,858.45	285.84	3,144.29		116.14	297.97	428.96
Rahman	Shamel	587 661 089	110.75	3,378.37	337.84	3,716.21		137.97	357.72	514.99
Terryberry	Ashley	539 193 801	-	-	0.00	0.00		0.00	0.00	0.00
Thomas-Hunt	Courtney	557 288 594	-	-	0.00	0.00		0.00	0.00	0.00
Valade	Ryley	536 508 898	211.50	7,925.90	792.59	8,718.49		311.35	683.15	983.48
Ward	Nicholas	526 002 548	15.00	418.05	41.81	459.86		17.34	48.45	69.75
Wells	Daryl	456 905 934	385.50	10,800.64	1,080.06	11,880.71		428.64	986.77	1,420.58
Young	Alec	577 862 526	-	-	0.00	0.00		0.00	0.00	0.00
Young	Aloysius	547 103 218	56.50	1,615.41	161.54	1,776.95		86.86	182.50	262.73
Young	Cameron	547 612 242	283.75	11,005.84	1,100.58	12,106.43		481.22	916.51	1,319.44
			4,546.75	154,155.94	15,416.59	169,582.53	0.00	6,162.35	$14,686.00	$21,142.39

FLAGGERS

LiUNA Local 837

EMPLOYER CONTRIBUTIONS

Due by the 15th of the Following Month

Contributing Employer: NSM INC.

Report for Month of: August 2026

Authorized Signature: [signature]

Email: stephen@nsminc.com

Please report Employee DETAILS on reverse side of Form

WELFARE	2,624.50 Hours	x	4.65 Rate	=	12,203.93 A	
					976.31 B	
					Add 8% PST on A	
OCCUPATIONAL HEALTH & SAFETY	— Hours	x	— Rate	=	— C	
LEGAL FUND	— Hours	x	— Rate	=	— D	
SCHOLARSHIP FUND	— Hours	x	— Rate	=	— E	$ 13,180.24 A+B+C+D+E

Please make cheque payable to ***LABOURERS LOCAL 837 BENEFITS FUND****, 170 Jackson St E, Hamilton, ON L8N 1L4*

MONTHLY DUES	— Total Employees	x	— Amount	=	— R	Do not apply.
WORKING DUES (Admin Fund)	135,021.22 Gross Earnings / Hours	x	3/0 Rate	=	430.65 S	
TRAINING FUND	— Hours	x	— Rate	=	— T	$ 430.65 R+S+T

Please make cheque payable to ***LIUNA LOCAL 837****, 170 Jackson St E, Hamilton, ON L8N 1L4*

VACATION PAY	103,945.59 Gross Earnings	x	10 % VP Rate	=	⟹	$ 10,394.56

Please make cheque payable to ***LABOURERS LOCAL 837 VACATION PAY TRUST****, 170 Jackson St E, Hamilton, ON L8N 1L4*

PENSION	2,624.50 Hours	x	3.23 Rate	=	8,477.14 X	
TRI-FUND	— Hours	x	— Rate	=	— Y	
O.P.D.C.	2,624.00 Hours	x	0.40 Rate	=	1,049.80 Z	$ 9,526.94 X+Y+Z

Please make cheque payable to ***LABOURERS PENSION FUND OF CENTRAL & EASTERN CANADA*** *and MAIL directly to PO Box 9002, Lakeshore West PO, Oakville, ON L6K 0G1*

INDUSTRY/EMPLOYER FUND	2,624.50 Hours	x	0.20 Rate	=	524.90 P	
					68.24 Q	$ 593.14
					Add 13% HST on P	P+Q

Please make cheque payable to (and MAIL directly to) the ***association*** *as required under your Collective Agreement*

NATIONAL TRAFFIC SAFETY MANAGEMENT INC.

EMPLOYER CONTRIBUTION REPORT FORM LOCAL 837

REPORTING PERIOD: Aug 2 to Aug 29, 2026

FLAGGERS

Employee's Last	First	Empoyee's SIN	Total Hours Worked	Total Earnings Subject to Vacation Pay	Vacation Pay	Total Wages	Membership Dues	Adm Fund	Admin Paid To Local 183	Please apply	UPDATED MAY 1 2026 (Please Apply) PENSION 3.23 PER HOUR	(Please Apply) H&W 4.85 PER HOUR
Alves	Carina	570 423 194	97.25	3,830.86	383.09	$4,213.94		$124.51	$107.35	$17.16	$314.12	$452.21
Biiko	Steve	561 786 997	16.00	612.32	61.23	$673.55		$19.99	$18.57	$1.42	$51.68	$74.40
Camelia	John	479 212 714	186.00	7,398.36	739.84	$8,138.19		$240.10	$208.09	$32.00	$600.78	$864.90
Chimenti	Jordan	543 247 225	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Clarke	Matthew	520 863 754	131.50	5,075.56	507.56	$5,583.11		$165.48	$152.27	$13.22	$424.75	$611.48
Cormier	Kelsean	584 363 667	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
David	Jamal	564 595 643	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Fazari	Nia	539 962 175	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Fenney	Stacy	534 766 910	226.25	9,400.74	940.07	$10,340.81		$305.09	$278.56	$24.53	$730.79	$1,052.06
Glacken	Joseph	520 739 228	172.50	6,861.74	686.17	$7,547.91		$222.68	$196.53	$26.16	$557.18	$802.13
Gray	Jason	519 040 935	132.75	5,115.83	511.58	$5,627.41		$166.84	$116.82	$50.02	$428.78	$617.29
Hachkowski	Kristin	512 359 647	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Hutcheon	Joshua	563 655 141	131.50	4,987.01	498.70	$5,485.71		$163.05	$137.48	$25.56	$424.75	$611.48
Jacinto	Ryan	159 946 185	137.75	5,198.50	519.85	$5,718.35		$170.10	$132.46	$37.63	$444.93	$640.54
Johnson	Albert	495 698 250	108.25	4,271.88	427.19	$4,699.08		$138.41	$128.16	$10.25	$343.19	$494.06
Landry	Ian	544 605 272	92.25	3,598.05	359.80	$3,957.85		$117.12	$98.31	$18.81	$297.97	$428.96
LeClair	Jaime	575 086 160	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Losier	Donald	476 632 823	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Macdonald	Abby	599 299 708	80.00	3,243.38	324.34	$3,567.72		$104.95	$97.30	$7.65	$258.40	$372.00
Martin	Dante	562 796 441	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Martin	Jamaal	571 561 166	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
McPherson	Kyle	550 792 675	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Miller	Zacharias	575 997 929	14.75	564.48	56.45	$620.93		$18.43	$16.93	$1.49	$47.64	$68.59
Mucyo	Gyslain	959 960 428	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Mukama	Gisa	956 723 373	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Oliveira	Jessie	559 972 534	148.25	5,673.36	567.34	$6,240.69		$185.22	$158.72	$26.50	$478.85	$689.36
Pappel	Darcy	568 202 733	99.50	4,137.94	413.79	$4,551.74		$133.39	$124.14	$9.26	$321.39	$462.68
Pilon	April	550 050 033	155.25	6,159.53	615.95	$6,775.48		$196.97	$163.89	$33.08	$501.46	$721.91
Poitras	Austin	566 618 047	34.75	1,329.88	132.99	$1,462.87		$43.42	$39.90	$3.52	$112.24	$161.59
Rahman	Shamel	587 661 083	143.00	5,796.62	579.66	$6,376.28		$187.58	$160.59	$26.99	$461.89	$664.95
Terryberry	Ashley	539 133 801	209.75	8,577.26	857.73	$9,434.99		$277.20	$257.32	$19.88	$677.49	$975.34
Thomas-Harri	Courtney	557 288 594	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Ward	Nicholas	526 002 548	148.25	5,673.36	567.34	$6,240.69		$185.22	$158.72	$26.50	$478.85	$689.36
Young	Alec	577 862 626	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Young	Aloysius	547 103 218	161.00	6,438.93	643.89	$7,082.82		$208.79	$193.17	$15.62	$520.03	$748.65
Young	Cameron	547 612 242	-	-	0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
			2,624.50	101,945.59	10,194.56	114,340.15	0.00	3,375.53	2,944.88	430.65	8,477.14	12,203.95

NATIONAL TRAFFIC SAFETY MANAGEMENT INC.

EMPLOYER CONTRIBUTION REPORT FORM LOCAL 183

REPORTING PERIOD: Aug 2 to Aug 29, 2026

FLAGGERS Training and Admin Only

Employee's Last	First	Empoyee's SIN	Total Hours Worked	Total Earnings Subject to Vacation Pay	Vacation Pay	Total Wages	Training $0.39 PER HOUR	Admin 3%
Alves	Carina	570 423 194	88.50	3,578.25	$357.82	$3,936.07	$34.52	$107.35
Biiko	Steve	561 786 997	16.00	612.32	$61.23	$673.55	$6.24	$18.37
Camelia	John	479 212 714	170.00	6,936.44	$693.64	$7,630.08	$66.30	$208.09
Chimenti	Jordan	543 247 225	-	-	$0.00	$0.00	$0.00	$0.00
Clarke	Matthew	520 863 754	131.50	5,075.56	$507.56	$5,583.11	$51.29	$152.27
Cormier	Keiscan	584 363 667	-	-	$0.00	$0.00	$0.00	$0.00
David	Jamal	564 595 643	-	-	$0.00	$0.00	$0.00	$0.00
Fazari	Nia	539 962 175	-	-	$0.00	$0.00	$0.00	$0.00
Fenney	Stacy	534 766 910	222.25	9,285.26	$928.53	$10,213.78	$86.68	$278.56
Glacken	Joseph	520 739 228	161.50	6,544.17	$654.42	$7,198.59	$62.99	$196.33
Gray	Jason	519 040 935	93.50	3,893.97	$389.40	$4,283.37	$36.47	$116.82
Hachkowski	Kristin	512 359 647	-	-	$0.00	$0.00	$0.00	$0.00
Hutcheon	Joshua	563 555 141	117.50	4,582.83	$458.28	$5,041.12	$45.83	$137.48
Jacinto	Ryan	159 946 185	111.00	4,415.40	$441.54	$4,856.94	$43.29	$132.46
Johnson	Albert	495 698 250	106.25	4,271.89	$427.19	$4,699.08	$41.44	$128.16
Landry	Ian	544 605 272	81.50	3,276.87	$327.69	$3,604.56	$31.79	$98.31
LeClair	Jaime	575 086 160	-	-	$0.00	$0.00	$0.00	$0.00
Losier	Donald	476 632 823	-	-	$0.00	$0.00	$0.00	$0.00
Macdonald	Abby	599 299 708	80.00	3,243.38	$324.34	$3,567.72	$31.20	$97.30
Martin	Dante	562 796 441	-	-	$0.00	$0.00	$0.00	$0.00
Martin	Jamaal	571 561 166	-	-	$0.00	$0.00	$0.00	$0.00
McPherson	Kyle	550 792 675	-	-	$0.00	$0.00	$0.00	$0.00
Miller	Zacharias	575 997 929	14.75	564.48	$56.45	$620.93	$5.75	$16.93
Mucyo	Gyslain	959 960 428	-	-	$0.00	$0.00	$0.00	$0.00
Mukama	Gisa	956 723 373	-	-	$0.00	$0.00	$0.00	$0.00
Oliveira	Jessie	559 972 534	135.00	5,290.83	$529.08	$5,819.91	$52.65	$158.72
Pappel	Darcy	568 202 733	99.50	4,137.94	$413.79	$4,551.74	$38.81	$124.14
Pilon	April	550 050 033	131.50	5,463.04	$546.30	$6,009.35	$51.29	$163.89
Poitras	Austin	566 618 047	34.75	1,329.88	$132.99	$1,462.87	$13.55	$39.90
Rahman	Shamel	587 661 083	128.75	5,353.02	$535.30	$5,888.32	$50.21	$160.59
Terryberry	Ashley	539 133 801	209.75	8,577.26	$857.73	$9,434.99	$81.80	$257.32
Thomas-Harri	Courtney	557 288 594	-	-	$0.00	$0.00	$0.00	$0.00
Ward	Nicholas	526 002 548	135.00	5,290.83	$529.08	$5,819.91	$52.65	$158.72
Young	Alec	577 862 626	-	-	$0.00	$0.00	$0.00	$0.00
Young	Aloysius	547 103 218	161.00	6,438.93	$643.89	$7,082.82	$62.79	$193.17
Young	Carreron	547 612 242	-	-	$0.00	$0.00	$0.00	$0.00
			2,429.50	98,167.55	9,816.76	107,978.81	947.51	2,944.88

This is Exhibit "C" referred to in the Affidavit of Sam Tinebra sworn by Sam Tinebra of the City of Hamilton, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on October 23, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LAUREN ALLAN, LSO#P12614

LiUNA Local 837

EMPLOYER CONTRIBUTIONS

Due by the 15th of the Following Month

Contributing Employer: NTSM INC.

Report for Month of: Apr 2026.

Authorized Signature: [signature]

Email: Stephen@ntsminc.com.

Please report Employee DETAILS on reverse side of Form

WELFARE: 2,348.75 Hours x 4.65 Rate = 10,921.69 A
873.73 B (Add 8% PST on A)

OCCUPATIONAL HEALTH & SAFETY: ✓ Hours x ✓ Rate = ✓ C

LEGAL FUND: ✓ Hours x ✓ Rate = ✓ D

SCHOLARSHIP FUND: ✓ Hours x ✓ Rate = ✓ E

$ 11,795.42 (A+B+C+D+E)

Please make cheque payable to ***LABOURERS LOCAL 837 BENEFITS FUND***, *170 Jackson St E, Hamilton, ON L8N 1L4*

MONTHLY DUES: ✓ Total Employees x ✓ Amount = ✓ R

WORKING DUES (Admin Fund): 120,820.10 Gross Earnings / Hours x 3% Rate = 731.48 S

please apply

TRAINING FUND: ✓ Hours x ✓ Rate = ✓ T

$ 731.48 (R+S+T)

Please make cheque payable to ***LIUNA LOCAL 837***, *170 Jackson St E, Hamilton, ON L8N 1L4*

VACATION PAY: 93,010.86 Gross Earnings x 10 % VP Rate = $ 9,301.09

Please make cheque payable to ***LABOURERS LOCAL 837 VACATION PAY TRUST***, *170 Jackson St E, Hamilton, ON L8N 1L4*

PENSION: 2,348.75 Hours x 3.23 Rate = 7,586.46 X

TRI-FUND: ✓ Hours x ✓ Rate = ✓ Y

O.P.D.C.: 2,348.75 Hours x 0.40 Rate = 939.50 Z

$ 8,525.96 (X+Y+Z)

Please make cheque payable to ***LABOURERS PENSION FUND OF CENTRAL & EASTERN CANADA*** *and MAIL directly to PO Box 9002, Lakeshore West PO, Oakville, ON L6K 0G1*

INDUSTRY/EMPLOYER FUND: 2,348.75 Hours x 0.20 Rate = 469.75 P
61.06 Q (Add 13% HST on P)

$ 530.81 (P+Q)

Please make cheque payable to (and MAIL directly to) the ***association*** *as required under your Collective Agreement*

NATIONAL TRAFFIC SAFETY MANAGEMENT INC.

EMPLOYER CONTRIBUTION REPORT FORM LOCAL 183

REPORTING PERIOD: Aug 30 to Sept 26, 2026

FLAGGERS Training and Admin Only

Employee's Last	First	Empoyee's SIN	Total Hours Worked	Total Earnings Subject to Vacation Pay	Vacation Pay	Total Wages	Training $0.39 PER HOUR	Admin 3%
Alves	Carina	570 423 194	73.75	3,085.52	$308.55	$3,394.07	$28.76	$92.57
Bilko	Steve	561 786 997			$0.00	$0.00	$0.00	$0.00
Camelia	John	479 212 714	133.25	5,448.69	$544.87	$5,993.56	$51.97	$163.46
Chimenti	Jordan	543 247 225			$0.00	$0.00	$0.00	$0.00
Clarke	Matthew	520 863 754	100.00	3,865.27	$386.53	$4,251.80	$39.00	$115.96
Cormier	Keisean	584 363 667			$0.00	$0.00	$0.00	$0.00
David	Jamal	564 595 643			$0.00	$0.00	$0.00	$0.00
Fazari	Nia	539 962 175			$0.00	$0.00	$0.00	$0.00
Fenney	Stacy	534 766 910	54.00	2,257.93	$225.79	$2,483.72	$21.06	$67.74
Glacken	Joseph	520 739 228	98.75	3,908.32	$390.83	$4,299.16	$37.73	$117.25
Gray	Jason	519 040 935	99.00	4,056.62	$405.66	$4,462.28	$38.61	$121.70
Hachkowski	Kristin	512 359 647			$0.00	$0.00	$0.00	$0.00
Hutcheon	Joshua	563 655 141	58.00	2,267.50	$226.75	$2,494.25	$22.62	$68.02
Jacinto	Ryan	159 946 185	146.75	5,869.56	$586.97	$6,456.63	$57.23	$176.09
Johnson	Albert	495 698 250	55.00	2,152.69	$215.27	$2,367.96	$21.45	$64.58
Landry	Ian	544 605 272	120.00	4,697.64	$469.76	$5,167.41	$46.80	$140.93
LeClair	Jaime	575 086 160			$0.00	$0.00	$0.00	$0.00
Losier	Donald	476 632 823			$0.00	$0.00	$0.00	$0.00
Macdonald	Abby	599 299 708	64.50	2,611.93	$261.19	$2,873.12	$25.16	$78.36
Martin	Jamaal	571 561 166	6.25	239.19	$23.92	$263.11	$2.44	$7.18
McPherson	Kyle	550 792 675			$0.00	$0.00	$0.00	$0.00
Miller	Zacharias	575 997 929			$0.00	$0.00	$0.00	$0.00
Morenzie	Tenille	523 053 726	42.25	1,650.39	$165.04	$1,815.43	$16.48	$49.51
Mucyo	Gyslain	959 960 428			$0.00	$0.00	$0.00	$0.00
Mukarna	Gisa	956 723 373			$0.00	$0.00	$0.00	$0.00
Oliveira	Jessie	559 972 534	114.00	4,448.89	$444.89	$4,893.78	$44.46	$133.47
Pappel	Darcy	568 202 733	90.50	3,587.81	$358.78	$3,946.59	$35.30	$107.63
Penteluke	James	538 493 867	27.50	1,052.43	$105.24	$1,157.67	$10.73	$31.57
Persaud	Bryan	541 767 281	35.50	1,454.26	$145.43	$1,599.69	$13.85	$43.63
Pilon	April	550 050 033	100.50	4,047.05	$404.71	$4,451.76	$39.20	$121.41
Poitras	Austin	566 618 047			$0.00	$0.00	$0.00	$0.00
Rahman	Shamel	587 661 083	109.75	4,348.45	$434.84	$4,783.27	$42.80	$130.45
Terryberry	Ashley	539 133 801	142.50	5,874.45	$587.44	$6,461.89	$55.58	$176.23
Thomas-Hanl	Courtney	557 288 594			$0.00	$0.00	$0.00	$0.00
Ward	Nicholas	526 002 548	98.50	3,817.43	$381.74	$4,199.18	$38.42	$114.52
Young	Alec	577 862 626			$0.00	$0.00	$0.00	$0.00
Young	Aloysius	547 103 218	141.50	5,558.72	$555.87	$6,114.59	$55.19	$166.76
Young	Cameron	547 612 242			$0.00	$0.00	$0.00	$0.00
			1,909.75	76,300.81	7,630.08	83,930.89	744.80	2,289.02

NATIONAL TRAFFIC SAFETY MANAGEMENT INC.

EMPLOYER CONTRIBUTION REPORT FORM LOCAL 837

REPORTING PERIOD: Aug 30 to Sept 26, 2026

FLAGGERS

Employee's Last	First	Employee's SIN	Total Hours Worked	Total Earnings Subject to Vacation Pay	Vacation Pay	Total Wages	Membership Dues	Adm Fund	Admin Paid To Local 183	Please apply	UPDATED MAY 1 2026 (Please Apply) PENSION 3.23 PER HOUR	(Please Apply) H&W 4.65 PER HOUR
Alves	Carina	570 423 194	107.00	4,286.21	428.62	$4,714.83		$138.95	$92.57	$46.38	$345.61	$497.55
Biiko	Steve	561 786 997			0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Camelia	John	479 212 714	160.00	6,260.66	626.07	$6,886.73		$203.69	$163.46	$40.23	$516.80	$744.00
Chimenti	Jordan	543 247 225			0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Clarke	Matthew	520 863 754	100.00	3,865.27	386.53	$4,251.80		$125.99	$115.96	$10.04	$323.00	$465.00
Cormier	Keiseah	584 363 667			0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
David	Jamal	564 595 643			0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Fazari	Nia	539 962 175			0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Fenney	Stacy	534 766 910	54.00	2,257.93	225.79	$2,483.72		$72.73	$67.74	$4.99	$174.42	$251.10
Glacken	Joseph	520 739 228	106.75	4,197.02	419.70	$4,616.73		$136.45	$117.28	$19.20	$344.80	$496.39
Gray	Jason	519 040 935	177.00	6,970.73	697.07	$7,667.80		$226.56	$121.70	$104.87	$571.71	$823.05
Hachkowski	Kristin	512 359 647			0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Hutcheon	Joshua	563 655 141	58.00	2,267.50	226.75	$2,494.25		$73.78	$68.02	$5.76	$187.34	$269.70
Jacinto	Ryan	159 946 185	155.00	6,107.84	610.78	$6,718.62		$198.50	$176.09	$22.41	$500.65	$720.75
Johnson	Albert	495 898 250	79.25	3,149.48	314.95	$3,464.43		$102.22	$64.58	$37.64	$255.98	$368.51
Landry	Ian	544 605 272	129.75	4,979.13	497.91	$5,477.04		$162.49	$140.93	$21.56	$419.09	$603.34
LeClair	Jaime	575 086 160			0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Losier	Donald	476 632 823			0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Macdonald	Abby	599 299 708	64.50	2,611.93	261.19	$2,873.12		$84.53	$78.36	$6.18	$208.34	$299.93
Martin	Jamaal	571 561 166	14.25	592.08	59.21	$651.28		$19.09	$7.18	$11.91	$46.03	$66.26
McPherson	Kyle	550 792 675			0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Miller	Zacharias	575 997 929			0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Morenzie	Tenille	523 053 726	42.25	1,650.39	165.04	$1,815.43		$58.71	$48.51	$4.20	$136.47	$196.46
Mucyo	Gyslain	959 960 428			0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Mukama	Gisa	956 723 373	14.50	$68.23	56.82	$625.06		$18.48	$0.00	$18.48	$46.84	$67.43
Oliveira	Jessie	559 972 534	114.00	4,448.89	444.89	$4,893.78		$144.80	$133.47	$11.34	$368.22	$530.10
Pappel	Darcy	568 202 733	112.75	4,360.09	436.01	$4,796.10		$142.11	$107.63	$34.48	$364.18	$524.29
Penteluke	James	538 493 867	27.50	1,052.43	105.24	$1,157.67		$34.36	$31.57	$2.79	$88.83	$127.88
Persaud	Bryan	541 767 281	73.25	2,933.60	293.36	$3,226.96		$95.10	$43.63	$51.48	$236.60	$340.61
Pilon	April	550 050 033	152.75	6,051.99	605.20	$6,657.19		$196.52	$121.41	$75.11	$493.38	$710.29
Poitras	Austin	566 618 047			0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Rahman	Shamil	587 661 083	142.75	5,771.57	577.16	$6,348.73		$186.84	$130.45	$56.39	$461.08	$663.79
Terryberry	Ashley	539 133 801	185.00	7,620.84	762.08	$8,382.92		$246.02	$176.23	$69.78	$597.55	$860.25
Thomas-Harri	Courtney	557 288 594			0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Ward	Nicholas	526 002 548	98.50	3,817.43	381.74	$4,199.18		$124.38	$114.52	$9.86	$318.16	$458.03
Young	Alec	577 862 626			0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Young	Aloysius	547 103 218	180.00	7,189.63	718.96	$7,908.59		$233.17	$166.76	$66.41	$581.40	$837.00
Young	Cameron	547 612 242			0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
			2,948.75	89,010.86	8,901.09	102,311.95	0.00	3,020.50	2,288.02	731.48	7,586.46	10,921.69

LiUNA Local 837

EMPLOYER CONTRIBUTIONS

Due by the 15th of the Following Month

Contributing Employer: NTSM INC.

Report for Month of: SEPT 2026.

Authorized Signature:

Email: steph@ntsminc.com.

Please report Employee DETAILS on reverse side of Form

WELFARE: 4660.50 Hours × 4.65 Rate = 21,671.33 A

1733.70 B (Add 8% PST on A)

OCCUPATIONAL HEALTH & SAFETY: — Hours × — Rate = — C

LEGAL FUND: — Hours × — Rate = — D

SCHOLARSHIP FUND: — Hours × — Rate = — E

$23,405.03 (A+B+C+D+E)

*Please make cheque payable to **LABOURERS LOCAL 837 BENEFITS FUND**, 170 Jackson St E, Hamilton, ON L8N 1L4*

MONTHLY DUES: — Total Employees × — Amount = — R

WORKING DUES (Admin Fund): 207,576.22 Gross Earnings / Hours × 3% Rate = 6227.29 S

TRAINING FUND: — Hours × — Rate = — T

$6,227.29 (R+S+T)

*Please make cheque payable to **LIUNA LOCAL 837**, 170 Jackson St E, Hamilton, ON L8N 1L4*

VACATION PAY: 155,396.52 Gross Earnings × 10 % VP Rate = $15,531.95

*Please make cheque payable to **LABOURERS LOCAL 837 VACATION PAY TRUST**, 170 Jackson St E, Hamilton, ON L8N 1L4*

PENSION: 4660.50 Hours × 3.23 Rate = 15,053.42 X

TRI-FUND: — Hours × — Rate = — Y

O.P.D.C.: 4660.50 Hours × 0.40 Rate = 1,864.20 Z

$16,917.62 (X+Y+Z)

*Please make cheque payable to **LABOURERS PENSION FUND OF CENTRAL & EASTERN CANADA** and MAIL directly to PO Box 9002, Lakeshore West PO, Oakville, ON L6K 0G1*

INDUSTRY/EMPLOYER FUND: 4660.50 Hours × 0.20 Rate = 932.10 P

121.17 Q (Add 13% HST on P)

$1053.27 (P+Q)

*Please make cheque payable to (and MAIL directly to) the **association** as required under your Collective Agreement*

NATIONAL TRAFFIC SAFETY MANAGEMENT INC.

EMPLOYER CONTRIBUTION REPORT FORM LOCAL 837

REPORTING PERIOD: Aug 30 to Sept 26, 2026

HIGHWAY

Employee's Last	First	Employee's SIN	Total Hours Worked	Total Earnings Subject to Vacation Pay	Vacation Pay	Total Wages	Membership Dues	Adm Fund	UPDATED MAY 1 2026 (Please apply) PENSION 5.23 PER HOUR	(Please apply) NEW 8.03 PER HOUR
Alves	Carina	570 423 184	8.00	167.22	16.72	183.94		6.84	19.38	27.90
Bilko	Steve	561 788 997	234.00	8,181.95	818.19	9,165.14		336.27	755.82	1,088.10
Buonmatte	Michael	520 014 152	225.00	8,190.09	819.01	9,009.10		321.46	726.75	1,045.25
Camelia	John	479 212 714		0.00	0.00	0.00		0.00	0.00	0.00
Chimenti	Jordan	543 247 225	191.50	6,677.61	667.76	7,345.37		265.03	618.55	890.48
Cormier	Keleen	584 363 667	229.00	7,866.81	786.68	8,653.49		313.74	739.67	1,064.85
Cormier	Kyle	524 329 240	206.75	6,196.06	618.61	6,804.66		253.04	667.80	961.93
David	Ismal	564 595 643			0.00	0.00		0.00	0.00	0.00
Fezari	Nia	535 962 175			0.00	0.00		0.00	0.00	0.00
Fenney	Stacy	534 766 910	9.00	250.89	25.08	275.91		10.40	29.07	41.85
Glacken	Joseph	520 739 228	28.00	780.36	78.04	858.40		32.37	90.44	130.20
Gray	Jason	519 040 933	45.00	1,254.15	125.42	1,379.57		52.03	145.35	209.25
Hachkowski	Kristin	512 359 647			0.00	0.00		0.00	0.00	0.00
Hajdu	Karol	529 117 301			0.00	0.00		0.00	0.00	0.00
Hutcheon	Joshua	561 655 141	9.00	250.89	25.08	275.91		10.40	29.07	41.85
Jacinto	Ryan	159 946 185	7.00	195.09	19.51	214.60		8.09	22.61	32.55
Jarvis	James	544 806 769	238.25	8,979.03	897.90	9,876.93		372.57	772.78	1,112.51
Johnson	Albert	485 608 250	99.25	2,766.10	276.61	3,042.71		114.74	320.58	461.51
Kmetyk	Julia E	480 969 844	204.25	7,365.10	736.51	8,101.61		305.53	659.73	949.76
Landry	Ian	544 605 272	25.50	710.69	71.07	781.75		29.48	82.87	119.28
Losier	Donald	476 632 823	213.00	6,787.54	678.75	7,466.30		281.54	687.99	990.45
Macdonald	Abby	589 289 708			0.00	0.00		0.00	0.00	0.00
Marr	William	469 102 024	207.50	6,926.46	692.65	7,619.10		287.43	670.23	964.88
Martin	Jamaal	571 561 166	143.50	4,103.38	410.34	4,513.24		170.21	463.51	667.28
McPherson	Kyle	550 792 675			0.00	0.00		0.00	0.00	0.00
Miller	Zacharias	575 997 929	189.00	4,408.79	440.88	4,849.66		182.95	448.97	646.35
Moore	Davey	689 787 911	219.25	7,434.54	743.46	8,178.10		308.47	708.18	1,019.51
Morenzie	Tenille	523 059 726	82.25	2,292.31	229.23	2,521.54		95.10	265.67	382.46
Mucyo	Gydain	959 960 428	232.00	6,828.13	682.82	7,510.97		283.27	749.36	1,078.80
Muhame	Gise	956 723 373	278.50	10,320.58	1,032.05	11,352.59		428.12	899.56	1,295.03
Oliveira	Jessie	559 972 534	7.00	195.09	19.51	214.60		8.09	22.61	32.55
Pappel	Darcy	568 202 733	15.50	431.59	43.20	475.18		17.92	50.07	72.08
Pentelulia	James	528 493 867	114.75	3,563.68	356.39	3,920.26		147.81	370.64	533.59
Perseud	Bryan	541 767 281	27.00	787.33	78.73	866.06		32.66	87.21	125.55
Plion	April	550 050 093	15.00	418.05	41.81	459.86		17.34	48.45	69.75
Poitras	Austin	566 618 047	169.25	4,549.78	454.98	5,004.76		188.73	527.30	759.11
Rahman	Shamal	587 661 086	67.50	1,970.88	197.09	2,167.96		81.75	218.03	313.88
Smith	Jeff	484 825 856	108.50	3,023.80	302.39	3,326.28		125.44	350.46	504.53
Terryberry	Ashley	539 133 801	9.00	250.89	25.08	275.91		10.40	29.07	41.85
Thomas-Harri	Courtney	557 268 594			0.00	0.00		0.00	0.00	0.00
Valade	Ryley	536 508 898	204.50	7,695.41	769.54	8,464.95		319.29	660.54	950.93
Ward	Nicholas	526 002 548	24.50	682.82	68.28	751.10		28.33	79.14	113.93
Wells	Daryl	456 905 934	292.00	10,125.36	1,012.54	11,137.90		420.17	943.18	1,357.80
Young	Alec	577 862 626			0.00	0.00		0.00	0.00	0.00
Young	Aloysius	547 103 218	54.00	1,504.88	150.50	1,655.48		62.43	174.42	251.10
Young	Cameron	547 612 242	284.50	11,045.07	1,104.51	12,149.58		458.34	918.94	1,322.93
			4,660.50	155,319.52	15,531.95	170,851.47	0.00	6,327.29	$19,053.42	$21,671.33

IN THE MATTER OF NATIONAL TRAFFIC SAFETY MANAGEMENT INC.

Court File No. BK-26-03364251-0032

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF SAM TINEBRA

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Lawyers for
Labourers' International Union of North America, Local 837

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF NATIONAL TRAFFIC SAFETY MANAGEMENT INC.
Applicant

Court File No. BK-26-03364251-0032

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

RESPONDING MOTION RECORD OF LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 837

(Motion returnable October 26, 2026)

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