

Reply to Carl Peterson
Toronto Office
tel 416-408-5525 | email cpeterson@filion.on.ca

Reply to Danny Parker
Toronto Office
tel 416-408-55185 | email dparker@filion.on.ca

June 28, 2024

Our File No. 3003473

FILED ELECTRONICALLY

Ms. Catharine Gilbert
Registrar
Ontario Labour Relations Board
505 University Avenue, 2nd Floor
Toronto, ON M5G 2P1

Dear Ms. Catharine Gilbert:

Re: Durham Residential Construction Bureau and Labourers' International Union of North America, Local 183

We are counsel for the Applicant, Durham Residential Construction Bureau with respect to the above-noted matter.

Please find attached our client's Form C-39 Notice to Responding Party and/or Affected Party of Application for Accreditation (Construction Industry), Form A-92 Application for Accreditation (Construction Industry) and related documents. We confirm that the attached documents have been delivered to the parties in accordance with the Board's Rules of Procedure.

Should you have any questions or concern, please do not hesitate to contact the undersigned.

Yours very truly,



Carl Peterson
Danny Parker

DP/st

Attachments

- c client
- Jack Oliveira, LIUNA, Local 183 (via fax and email)
- Graham Williamson, LIUN, Local 183 (via fax and email)

ONTARIO LABOUR RELATIONS BOARD

NOTICE TO RESPONDING PARTY AND/OR AFFECTED PARTY OF APPLICATION FOR ACCREDITATION, CONSTRUCTION INDUSTRY

Labour Relations Act, 1995

Form C-39

Between:

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU

Applicant(s)

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

Responding Party(ies)

- All forms, Notices, Information Bulletins, the Filing Guide and the Rules of Procedure may be obtained from the Ontario Labour Relations Board's website at (<http://www.olrb.gov.on.ca>) or the Board's offices, 505 University Ave., 2nd floor, Toronto, Ontario (Tel. 416-326-7500).
- Periods of time referred to in this Notice, other Board forms and Notices and the Board's Rules of Procedure do not include weekends, statutory holidays or any other day that the Board is closed.

1. The Applicant has initiated an application with the Ontario Labour Relations Board to be accredited as the bargaining agent for employers, whose employees are bargained for by the Responding Party, in a unit of employees that the Applicant claims is appropriate for accreditation. A copy of the application is enclosed.
2. This notice is being sent to you because you are a Responding Party to the application or because you have been identified as a person who may be affected by the application.
3. **An application under the Labour Relations Act is a legal proceeding and may affect your legal rights and obligations. You may wish to seek legal advice immediately.**
4. You should carefully read the Board's Rules of Procedure, which describe how a response/intervention must be delivered and filed with the Board, what information must be provided and the time limits that apply.
5. **IF YOU ARE THE RESPONDING PARTY:**
 - (a) Your response (**Form A-93** available at <http://www.olrb.gov.on.ca/> or at the Board's offices) must be filed with the Board no later than **20 days** after the application was delivered to you.
 - (b) **Before** filing your response with the Board, you must deliver a copy of it (including all documents you are filing with it) to each Applicant, Responding Party and Affected Party named in Part A of the application and to each Affected Party named in Part A of a response/intervention filed by another party. If you are naming any additional

Affected Party in your response, you must provide them with a copy of the application (including all documents filed with it), your response (including all documents you are filing with it) and this notice.

Your response may be delivered to the other parties in accordance with Rule 6.4 of the Board's Rules of Procedure.

(c) You may **then file your response with the Board** by any method, except fax, e-mail or registered mail.

6. **IF YOU HAVE BEEN NAMED AS A PARTY WHO MAY BE AFFECTED BY THE APPLICATION**, and **if you choose** to participate in this proceeding:

(a) Your intervention (**Form A-93** available at <http://www.olrb.gov.on.ca/> or at the Board's offices) must be filed with the Board no later than **20 days** after the application was delivered to you.

(b) **Before** filing your intervention with the Board, you must deliver a copy of it (including all documents you are filing with it) to each Applicant, Responding Party and Affected Party named in Part A of the application and to each Affected Party named in Part A of a response/intervention filed by another party. If you are naming any additional Affected Party in your intervention, you must provide them with a copy of the application (including all documents filed with it), your intervention (including all documents you are filing with it) and this notice.

Your intervention may be delivered to the other parties in accordance with Rule 6.4 of the Board's Rules of Procedure.

(c) You may **then file your intervention with the Board** by any method, except fax, e-mail or registered mail.

7. **If you do not file your response/intervention and other required documentation in the way required by the Board's Rules of Procedure, the Board may not process your response/intervention and documents, and may decide the application without further notice to you. Furthermore, you may be deemed to have accepted all the facts stated in the application.**

8. Once the application is filed, the Board sends a Confirmation of Filing to all the parties with a Board file number and information about the appointment of a Mediator.

9. If you do not receive a Confirmation of Filing from the Board within seven days after you receive the application, you may wish to contact the Board.

Dated:

Catherine Gilbert

The Registrar
Ontario Labour Relations Board

NOTE: All communications should be addressed to:
The Registrar
Ontario Labour Relations Board
505 University Avenue, 2nd Floor
Toronto, Ontario M5G 2P1
Tel (416) 326-7500

IMPORTANT NOTES

The Board's forms, Notices, Information Bulletins, Rules of Procedure and Filing Guide may be obtained from its website <http://www.olrb.gov.on.ca> or by calling 416-326-7500 or toll-free at 1-877-339-3335.

FRENCH OR ENGLISH

Vous avez le droit de communiquer et recevoir des services en français et en anglais. La Commission n'offre pas de services d'interprétation dans les langues autres que le français et l'anglais.

You have the right to communicate and receive services in either English or French. The Board does not provide translation services in languages other than English or French.

CHANGE OF CONTACT INFORMATION

Notify the Board immediately of any change in your contact information. If you fail to do so, correspondence sent to your last known address (including email) may be deemed to be reasonable notice to you and the case may proceed in your absence.

ACCESSIBILITY AND ACCOMMODATION

The Board is committed to providing an inclusive and accessible environment in which all members of the public have equitable access to our services. We will aim to meet our obligations under the *Accessibility for Ontarians with Disabilities Act* in a timely manner. Please advise the Board if you require any accommodation to meet your individual needs. The Board's Accessibility Policy can be found on its website.

COLLECTION AND DISCLOSURE OF INFORMATION AND DOCUMENTS

Any relevant information that you provide to the Board must in the normal course be provided to the other parties to the proceeding. Personal information collected on this form and in written or oral submissions may be used and disclosed for the proper administration of the Board's governing legislation and case processing. In addition, the *Tribunal Adjudicative Records Act, 2019* requires that the Board make adjudicative records (which include applications filed and a listing of such applications) available to the public. The Board has the power to make part or all of an adjudicative record confidential. The *Freedom of Information and Protection of Privacy Act* may also address the treatment of personal information. More information is available on the Board's website www.olrb.gov.on.ca. If you have any questions concerning the collection of information or disclosure of adjudicative records, contact the Solicitors' Office at the number listed above or in writing to the OLRB, 505 University Ave., 2nd floor, Toronto, ON M5G 2P1.

E-FILING AND E-MAIL

The Rules of Procedure and Filing Guide set out the permitted methods of filing. **In the event of emergencies or other circumstances, the Board may post a Notice to Community on its website, which will prevail over the Rules of Procedure and Filing Guide. You should check the Board's website prior to filing.** Note that the e-filing system is not encrypted. Contact the Client Services Coordinator at the numbers listed above if you have questions regarding e-filing or other filing methods. If you provide an e-mail address with your contact information, the Board will in most cases communicate with you by e-mail from an out-going only generic account. Incoming emails are not permitted.

HEARINGS AND DECISIONS

Hearings are open to the public unless the Board decides that matters involving public security may be disclosed or if it believes that disclosure of financial or personal matters would be damaging to any of the parties. Hearings are not recorded and no transcripts are produced.

The Board issues written decisions, which may include the name and personal information about persons appearing before it. Decisions are available to the public from a variety of sources including the Ontario Workplace Tribunals Library and www.canlii.org. Some summaries and decisions may be found on the Board's website.



ONTARIO LABOUR RELATIONS BOARD

APPLICATION FOR ACCREDITATION, CONSTRUCTION INDUSTRY *Labour Relations Act, 1995*

Form A-92

Fields marked with an asterisk (*) are mandatory.

Between: *

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU

Applicant

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

Responding Party

- Review Information Bulletin No. 33 – “Accreditation in the Construction Industry under s.136 of the *Labour Relations Act, 1995* (Non-ICI)”, the Filing Guide and the Board’s Rules of Procedure on acceptable methods of delivery and filing **before** completing this form to avoid any delay in processing.
- All forms, Notices, Information Bulletins, the Filing Guide and the Rules of Procedure may be obtained from the Board’s website (<http://www.olrb.gov.on.ca>).
- To print a paper copy of this form, use **only** the “Print” buttons located within the form.
- Save a copy of your completed form and any attachments as the Board will not return them to you. To save the form at any time, use the “Save” buttons located within the form.
- If there is insufficient space on the form, attach additional pages clearly identifying the relevant section of the form. For e-filing, you may attach files by selecting the “Attach documents electronically” option.

Part A Contact Information

Instructions

- Provide the contact information for each Applicant, Responding Party and Intervenor below. If you wish to add additional parties, use the “Add” button or attach a separate page if completing the form by hand.
- For an organization, provide the name and contact information of an individual who will be able to respond on behalf of that organization. When adding multiple individuals at the same organization, “Add” an additional contact section, repeat the organization name and provide that individual’s contact information (e.g. name, email address, phone number).

1 (a). Applicant**Applicant 1**Type * Organization Individual

Organization Name *

Durham Residential Construction Labour Bureau

First Name Richard	Last Name Lyll	Position/Title Executive Director
-----------------------	-------------------	--------------------------------------

Full Address (Number, Street, Unit/Apartment, Building Name) 25 North Rivermede Road	Other Address Details (e.g. PO Box, R.R. #, c/o) Unit 13
---	---

City/Town Vaughan	Province/State Ontario	Country Canada	Postal/Zip Code L4K 5V4
----------------------	---------------------------	-------------------	----------------------------

Telephone Number 905-760-7777	Ext.	Fax Number 905-760-7718	Email Address lyll@rescon.com
----------------------------------	------	----------------------------	----------------------------------

Additional Contact Information, if any (Assistant's Email Address, Alternate Telephone Numbers)

1 (b). Representative/Contact Person for the Applicant**Contact 1**Contact Person for * All Parties above Party No.(s) _____Indicate if this person is a Lawyer Paralegal

Organization Name

Filion Wakely Thorup Angeletti LLP

First Name Carl	Last Name * Peterson	Position/Title Counsel
--------------------	-------------------------	---------------------------

Full Address (Number, Street, Unit/Apartment, Building Name) 1 King Street West	Other Address Details (e.g. PO Box, R.R. #, c/o) Suite 1201
--	--

City/Town Hamilton	Province/State ON	Country Canada	Postal/Zip Code L8P 4W9
-----------------------	----------------------	-------------------	----------------------------

Telephone Number 905 972-6870	Ext.	Fax Number 905 577-0805	Email Address cpeterson@filion.on.ca
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Additional Contact Information, if any (Assistant's Email Address, Alternate Telephone Numbers)

Counsel: Danny Parker - dparker@filion.on.ca

Assistant: Gina Radin - gradin@filion.on.ca

2 (a). Responding Party**Responding Party 1**Type * Organization Individual

Organization Name *

Labourers' International Union of North America, Local 183

First Name Jack	Last Name Oliveira	Position/Title Business Manager
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Full Address (Number, Street, Unit/Apartment, Building Name) 1263 Wilson Avenue	Other Address Details (e.g. PO Box, R.R. #, c/o) Suite 100
--	---

City/Town North York	Province/State ON	Country Canada	Postal/Zip Code M3M 3G3
-------------------------	----------------------	-------------------	----------------------------

Telephone Number 416 241-1183	Ext.	Fax Number 416 241-9845	Email Address joliveira@liuna183.ca
----------------------------------	------	----------------------------	--

Additional Contact Information, if any (Assistant's Email Address, Alternate Telephone Numbers)

2 (b). Representative/Contact Person for the Responding Party, if known

Contact 1

Contact Person for * All Parties above Party No.(s) _____

Indicate if this person is a Lawyer Paralegal

Organization Name

Labourers' International Union of North America, Local 183

First Name Graham	Last Name * Williamson	Position/Title General Counsel
----------------------	---------------------------	-----------------------------------

Full Address (Number, Street, Unit/Apartment, Building Name) 1263 Wilson Avenue	Other Address Details (e.g. PO Box, R.R. #, c/o) Suite 100
--	---

City/Town 1263 Wilson Avenue	Province/State ON	Country Canada	Postal/Zip Code M3M 3G3
---------------------------------	----------------------	-------------------	----------------------------

Telephone Number 416 241-1183	Ext.	Fax Number 416 241-9845	Email Address gwilliamson@liuna183.ca
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Additional Contact Information, if any (Assistant's Email Address, Alternate Telephone Numbers)

3 (a). Affected Party

Contact information for any person, trade union, employer or employer's organization which may be affected by the application must be completed below.

3 (b). Representative/Contact Person for the Affected Party, if known

3 (c). The person, trade union, employer or employers' organization named above is affected by the application for the following reason(s):

Part B Material Facts and Relief Sought

4. In support of its status as an employers' organization, the Applicant files the following documents with this application: (check all that apply)

- Charter
- Constitution
- Bylaws
- Other: _____

5. The Responding Party Trade Union or Council of Trade Unions has been certified or has been granted voluntary recognition or has entered into a collective agreement with two or more employers in the unit of employers proposed by the Applicant. List at least two such employers and include the dates of the documents relied on:

1. Ambria Homes
2. Dermil Limited
3. Kaitlin Corporation

Each of the above companies is signatory with the Responding Party Trade Union to a Collective Agreement executed between the Responding Party Trade Union and the Durham Residential Construction Labour Bureau, effective from May 1, 2022 to April 30, 2025.

6. Provide a detailed description of the unit of employers that the Applicant claims to be appropriate for accreditation:

Reference **must** be made to the sector(s) of the construction industry and the geographic area(s) or parts thereof claimed. If you require more space, attach a separate document.

See Schedule "A", Tab 3 and 4 attached hereto.

7. Provide representations as to the appropriateness of the unit described above, including the history of collective bargaining, if any, of the Applicant and the Responding Party:

If you require more space, attach a separate document.

See Schedule "A" attached hereto.

8. State the approximate number of employers in the unit described in question 6:

12

9. List the employers in the unit described in question 6:

If you require more space, attach a separate document.

See Schedule "A", Tab 7 attached hereto.

10. State the approximate number of employees of employers in the unit described in question 6 on the payroll of each such employer for the weekly payroll period immediately preceding the date of this application:

71

11. State the nature of the authority relied upon by the Applicant to act as bargaining agent for employers in the unit of employers:

For example, authority to act as bargaining agent may, in the case of memberships in the Applicant, stem from the Applicant's constitution or by laws; or in the case of members or non-members, from a specific authorization by an employer. The By-Laws of the Durham Residential Construction Labour Bureau and the Authorization Forms signed by its members authorize the Applicant to act as the bargaining agent for employers in the unit and to apply for accreditation in that capacity.

12. Other relevant statements:

Enclosed are the Applicant's By-Laws, and the Collective Agreement between the Respondent Union and the Durham Residential Construction Labour Bureau.

13. Attached documents:

Provide a list of the documents you are filing together with this form as instructed below.

Name your documents/attachments so that they are easily identifiable.

If you are e-filing this form, select the "Attach documents electronically" option below and attach each document using the "Add File" button.

If you are filing in a manner other than e-filing, provide the numbered list of documents in the box below.

Note: If your attachments exceed 7MB, you may not e-file. File a paper copy of this form with all attachments using an alternative method permitted by the Board's Rules of Procedure.

No.	File	Description	Size (MB)
		Total Size	0
		Total space left over	7
		Number of attachments	0

DECLARATION


I, Danny Parker, the Counsel of the Applicant
(name) (office)

herein, declare that:

1. I have knowledge of the affairs of the Applicant;
2. The Applicant is an employers' organization that represents employers who operate businesses in the construction industry.

Date (yyyy/mm/dd): 2024/06/28

If you are not submitting this form electronically, sign below.


Signature

If you are submitting this form electronically, check this box in the place of your signature affirming your declaration.

IMPORTANT NOTES

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E-FILING AND E-MAIL

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HEARINGS AND DECISIONS

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The Board issues written decisions, which may include the name and personal information about persons appearing before it. Decisions are available to the public from a variety of sources including the Ontario Workplace Tribunals Library and www.canlii.org. Some summaries and decisions may be found on the Board's website.

Documents to be Delivered

Before filing your application with the Board, you must deliver the following documents to each Responding Party and Affected Party named in Part A of this application:

- A completed copy of this Application for Accreditation, Construction Industry (Form A-92), **including all documents you are filing with this form**; and
- A Notice to Responding Party and/or Affected Party of Application for Accreditation, Construction Industry (Form C-39) **with the names of the parties and the date inserted**.

Note to each Responding Party and Affected Party: The documents listed above should have been delivered to you by the Applicant. The applicable response/intervention form is **Form A-93**.

Once the above-listed documents have been delivered to the other parties, you must complete the following Certificate of Delivery before filing the completed form and attachments with the Board.

<input checked="" type="checkbox"/> I have reviewed this form to confirm it is complete *	Date (yyyy/mm/dd) * 2024/06/28
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Certificate of Delivery

I, Sherri-Anne Tong , Legal Assistant, Filion Wakely Thorup Angeletti LLP ,
Name * Title

certify that the documents identified above were delivered to each of the parties as set out below:

Note: You must complete delivery information for each party separately.

Delivered To

Name of organization (if applicable) and name and title of person to whom the documents were delivered *
Mr. Jack Oliveira, Labourers' International Union of North America, Local 183

Address or fax number to which the documents were delivered *
via fax: 416.241.9845 and email: joliveira@liuna183.ca

Method of delivery *

Hand Delivered Courier Fax Regular Mail Other

Fax Details *

The documents were delivered by fax on 2024/06/28 , at : a.m. p.m.

Other Details *

Please provide details as to whom, when and how the documents were delivered.
email: joliveira@liuna183.ca

Delivered To

Name of organization (if applicable) and name and title of person to whom the documents were delivered *
Mr. Graham Williamson, Labourers' International Union of North America, Local 183

Address or fax number to which the documents were delivered *
via fax: 416-241-9845 and email: gwilliamson@liuna183.ca

Method of delivery *

Hand Delivered Courier Fax Regular Mail Other

Fax Details *

The documents were delivered by fax on 2024/06/28 , at : a.m. p.m.

Other Details *

Please provide details as to whom, when and how the documents were delivered.
via email: gwilliamson@liuna183.ca

File with the Board

- File the completed form and any attachments using a method permitted by the Board's Rules of Procedure.
- Save and Print a copy of your completed form and all attachments as the Board will not return them to you.
- To e-file, click the "Submit" button below. You will receive a confirmation email once the form has been successfully submitted.
- If you choose not to e-file, print this form by clicking on the "Print" button below and then file with the Board together with any attachments.

For E-Filing only

You must provide a valid email address in order to file this form electronically so that a confirmation email may be sent to you. If you do not have a valid email address, file a paper copy of this form using an alternative method permitted by the Board's Rules of Procedure.

Submitted By:

First Name *	Last Name *
Sherri-Anne	Tong
Email Address *	Confirm Email Address *
stong@filiation.on.ca	stong@filiation.on.ca

SCHEDULE “A”

OVERVIEW

1. The Durham Residential Construction Labour Bureau (the “DRCLB”), is currently the accredited employer bargaining agency for all low rise residential homebuilders bound to Local 183 in OLRB Geographic Area 9.
2. The Responding Party, the Labourers’ International Union of North America, Local 183 (“Local 183” or the “Responding Party”), is a trade union within the meaning of section 126 of the *Labour Relations Act, 1995* (the “Act”).
3. The DRCLB was originally accredited as the bargaining agent for all low rise residential homebuilders bound to Local 183 in Ontario Labour Relations Board 9 pursuant to a certificate issued by the Ontario Labour Relations Board on June 16, 2015 (see Tab 1 attached). The decision confirming that certificate is contained at Tab 2.
4. In respect of this Application, the DRCLB seeks the following:
 - a. Accreditation pursuant to section 136 of the *Act* for the bargaining unit outlined at Tab 3 attached; and
 - b. If the DRCLB is entitled to obtain accreditation under the *Act* for the bargaining unit outlined at Tab 3 attached, the DRCLB requests that, pursuant to its reconsideration powers under section 114(1) of the *Act*, the Board vary the existing accreditation and merge the 2015 accreditation (which covers Board Area 9), with any new accreditation certificate issued in respect of paragraph 4(a), as outlined in the merged/consolidated/varied bargaining unit description at Tab 4 attached.
5. These remedial requests, and the manner of making this application, are made in accordance with the decision in *The Residential Low Rise Forming Contractors Association of Metropolitan Toronto and Vicinity v Labourers’ International Union of North America, Local 183*, 2020 CanLII 6776 at paragraph 6.

ACCREDITATION AND BARGAINING HISTORY

6. The DRCLB was initially formed to bargain with Local 183 on behalf of locally based contractors who build low-rise housing in Board Area 9. The DRCLB was formed as builders in this area sought assistance in engaging in collective bargaining with Local 183, and as a pattern agreement (with slight variations) was developed.
7. The aim of the DRCLB was/is to create a level playing field amongst builders by creating an accredited collective agreement, and to discuss bargaining and share labour relations information and resources. In addition to collective bargaining efforts, the DRCLB has focused on other issues that stem from the collective agreement including but not limited to labour supply, immigration, training and apprenticeship and health and safety. This application arises as a result of that aim.
8. As outlined above, the DRCLB was originally accredited as the bargaining agent for all builders of low rise residential housing bound to Local 183 in Ontario Labour Relations Board Area 9 pursuant to a certificate issued by the Ontario Labour Relations Board on June 16, 2015.
9. From a scope of work perspective, the initial accreditation covered “the onsite construction of all types of low-rise housing and their natural amenities”, where “low-rise housing” was defined to mean “non-elevated housing of not more than three (3) storeys in height, basement plus three (3) storeys”.
10. Since the DRCLB first obtained accreditation in 2015, the DRCLB and Local 183 have successfully bargained a number of renewal collective agreements.
11. Currently, the DRCLB and Local 183 are bound to a collective agreement effective on its face from May 1, 2022 to April 30, 2025 (the “DRCLB Agreement”) (see Tab 5 attached).
12. At first, the DRCLB and Local 183 bargained collective agreements strictly in accordance with the geographic board area (i.e. Board Area 9) and scope of work (i.e. non-elevated housing of not more than three (3) storeys in height, basement plus three (3) storeys) set out in the initial accreditation certificate. Renewal collective agreements included collective agreements covering 2016-2019, and 2019-2022.

13. From a scope of work perspective, as part of the negotiation of the 2019-2022 renewal collective agreement, the DRCLB and Local 183 expanded the definition of low-rise housing to also include four (4) storey (basement plus four (4) storeys) single family townhouses and expanded its low-rise housing construction work to include elevated housing. Even further, as part of the negotiation of the 2022-2025 DRCLB Agreement, the DRCLB and Local 183 expanded the definition of low-rise housing even further to also include Light Wood Framed Apartment Buildings, being apartment buildings where the building superstructure is lightwood framed and also those where the superstructure is a mix of concrete (including Slab on Grade/Core Slab) and light wood framing.
14. Further, in the course of negotiating the renewal collective agreement in or around 2022, the DRCLB and Local 183 negotiated an expansion to the recognition clause of the DRCLB Agreement to include the “new areas” of Boards Areas 10, 11, 12 and 29, and in doing so, negotiated area-specific provisions related to the “new areas”, including Local Area Schedules for the City of Kingston (Schedule A4), and Board Areas 11, 12 and 29 (Schedule A4), among other things.
15. The result was that, despite the initial scope of the DRCLB’s accreditation certificate with Local 183, the DRCLB Agreement was expanded to apply to new geographic areas (Board Areas 10, 11, 12, and 29), and new types of low-rise housing (i.e. elevated housing, and four (4) storey (basement plus four (4) storeys) single family townhouses; and Light Wood Framed Apartment Buildings, being apartment buildings where the building superstructure is light wood framing and also those where the superstructure is a mix of concrete (including Slab on Grade/Core Slab) and light wood framing).
16. The recognition clause in the DRCLB Agreement now reads as follows:
 - 1.01 (a) Each of the Employers recognizes the Union as the Collective Bargaining Agent for all of its own construction employees engaged in the on-site construction of all types of low-rise housing and their natural amenities up to the date of closing (which is defined as the time when the purchaser is in possession of the keys to the unit) of said housing or part thereof while working in the O.L.R.B. Geographic Area Nos. 9, 10, 11, 12 and 29, and such other geographic areas to which this Agreement may apply to save and except employees employed as non-working foremen and persons

above the rank of non-working forepersons, watchpersons and engineering staff;

(b) Low-rise housing for the purposes of this Agreement shall mean housing of not more than three (3) stories in height (basement plus three (3) storeys), as well as a four (4) storey (basement plus four (4) storeys) single family townhouse;

(c) Low-rise housing for the purpose of this Agreement shall also include Light Wood Framed Apartment Buildings (“LWFAB”), being apartment buildings where the building superstructure is light wood framed and also those where the superstructure is a mix of concrete (including Slab on Grade / Core Slab) and light wood framing. The use of LVL, CLT, NLT or other engineered wood products, or other beams or posts in a light wood framed superstructure does not alter the character of a light wood framed building. The parties agree that the use of pre-fabricated light wood floor or wall panels, including those containing steel studs, are included in the definition of light wood framing;

17. The result is now that the DRCLB Agreement has an expanded application to other Board areas and to other work which was not included/contemplated as part of the original accreditation certificate.
18. DRCLB members are responding to increased demand beyond the pre-existing accredited boundary because the market has expanded outward in response to population growth and statutory land use restrictions. As such, the “new areas” and the added scope of work were included in the bargaining unit by the parties as a result of the increased construction work completed by DRCLB members in these “new areas”, as well as the expansion of the types of low-rise residential housing that were being constructed in the Board Area covered by the DRCLB and its members. In other words, builders are building in jurisdictions where there is a high demand for new housing and new forms of housing, and the DRCLB is seeking to expand the accreditation to ensure its high standards are met in the “new areas”.
19. The by-laws of the DRCLB (attached at Tab 6) provide it with the authority to pursue accreditation in new board areas to reflect the contractual agreements between it and Local 183:

(a) The other provisions of this By-law shall apply with respect to labour negotiations except where they are inconsistent with the express provisions of this section 4.15.

(b) At all meetings of the Corporation held for the purposes of ratifying labour negotiations the presence in person or by proxy of at least thirty-three percent (33%) of the Members of the Corporation entitled to vote at the meeting shall constitute a quorum.

(c) All questions at such meetings shall be decided by a majority of votes cast.

(d) The Corporation may, in its own name or in the name of any body or group which authority has been properly delegated, make application for accreditation within any sector or sectors in any geographical area or areas defined under the appropriate labour relations legislation or as determined by the appropriate Labour Relations Board.

[emphasis added]

20. As a result of the changing scope of the DRCLB Agreement, and through the authority vested in the DRCLB to pursue accreditation in “any geographical area or areas defined under the appropriate labour relations legislation or as determined by the appropriate Labour Relations Board”, the DRCLB is seeking to confirm the increased geographic scope and increased scope of low-rise housing work in the DRCLB Agreement, through an updated and consolidated accreditation certificate.
21. In that respect, the DRCLB requests accreditation pursuant to section 136 of the *Act* for the “new areas” for which it has not previously been accredited, those being Board Areas 10, 11, 12 and 29, and the new scope of residential low-rise construction, that being elevated housing, and four (4) storey (basement plus four (4) storeys) single family townhouses; and Light Wood Framed Apartment Buildings, being apartment buildings where the building superstructure is light wood framing and also those where the superstructure is a mix of concrete (including Slab on Grade/Core Slab) and light wood framing.
22. In addition, the bargaining unit of employers has historically excluded 12 identified agreements. Since the initial DRCLB accreditation, the Tile contractors have formed an association (the Residential Tile Contractors Association) which has been accredited, and

so the DRCLB also seeks to amend the description to refer to the accredited Residential Tile Contractors Association as an exclusion.

23. The DRCLB submits that the bargaining unit description(s) set out in this application are appropriate, given that this application for accreditation and the bargaining unit description(s) therein reflects the geographic scope and the scope of low-rise housing work that was freely negotiated between the DRCLB and Local 183, which is consistent with the DRCLB and Local 183's bargaining history, and by virtue of the fact that a single accreditation certificate covering the entire scope covered by the DRCLB Agreement makes labour relations sense, to create a level playing field for all contractors performing all covered work in the applicable geographic areas.
24. Further, the DRCLB submits that it meets the requirements for accreditation in the "new areas" and for the new scope of work, as required by section 136(2) of the *Act*, in that the DRCLB represents a majority of the employers who fall within the bargaining unit description at Tab 3 (as outlined in the List of Employers at Tab 7), and that such majority of employers employs the majority of employees on the weekly payroll immediately preceding the date of the application.
25. The Applicant therefore requests that the Board find it has satisfied the requirements to be accredited for the bargaining unit at Tab 3, and requests accreditation in that respect. Further, if the DRCLB is entitled to obtain accreditation for the bargaining unit outlined at Tab 3 attached, the DRCLB requests that, pursuant to its reconsideration powers under section 114(1) of the *Act*, the Board vary the existing accreditation and merge the 2015 accreditation (which covers Board Area 9), with any new accreditation certificate, as outlined in the merged/consolidated/varied bargaining unit description at Tab 4 attached.

CONCLUSION AND ORDER REQUESTED

26. In conclusion, in this application for accreditation, the DRCLB requests:
 - a. the Board find that the TRCLB meets the requirements under section 135 and 136 of the *Act* to be declared an accredited employers' organization, for the bargaining unit set out in Tab 3, and to be accredited in respect of the Board Areas covered by the DRCLB Agreement but that are not covered by its existing accreditation

certificate (i.e. namely Board Areas 10, 11, 12 and 29), and the scope of residential low-rise construction covered by the Bureau Agreement but that are not covered by its existing accreditation certificate (i.e. elevated housing, and four (4) storey (basement plus four (4) storeys) single family townhouses; and Light Wood Framed Apartment Buildings, being apartment buildings where the building superstructure is light wood framing and also those where the superstructure is a mix of concrete (including Slab on Grade/Core Slab) and light wood framing; and

- b. if the DRCLB is entitled to obtain accreditation for the bargaining unit outlined at Tab 3, pursuant to its reconsideration powers under section 114(1) of the *Act*, that the Board vary the existing accreditation and merge the 2015 accreditation with any new accreditation certificate issued and issue a single accreditation certificate with the proposed bargaining unit set out in Tab 4.

ALL OF WHICH IS RESPECTFULLY SUBMITTED.

TAB 1



ONTARIO LABOUR RELATIONS BOARD

OLRB Case No: **2834-14-R**

Durham Residential Construction Labour Bureau, Applicant v Labourers' International Union of North America, Local 183, Responding Party

ACCREDITATION CERTIFICATE

The Board certifies:

Durham Residential Construction Labour Bureau

as the bargaining agent for the following bargaining unit of Employers:

all employers of construction employees engaged in the on-site construction of all types of low-rise housing and their natural amenities up to the date of closing which is defined as the time when the purchaser is in possession of the keys to the unit of said housing or part thereof when working in the Regional Municipality of Durham (except for the Towns of Ajax and Pickering), the geographic Township of Cavan in the County of Peterborough and the geographic Township of Manvers in the County of Victoria in the residential sector of the construction industry save and except employees employed as non-working foremen and persons above the rank of non-working foreman, watchmen and engineering staff.

For purposes of clarity it is noted that low-rise housing means non-elevated housing of not more than three (3) storeys in height (basement plus three (3) storeys).

For purposes of clarity, it is also noted that employers bound by and who perform work under any of the following collective agreements in accordance with past or existing practices as at the date hereof are not included in the same unit of employers, namely:

- (a) Collective Agreement between The Ontario Formwork Association and The Formwork Council of Ontario.
- (b) Collective Agreement between the Residential Low Rise Forming Contractors Association of Metropolitan Toronto and Vicinity and **Labourers' International Union of North America, Local 183.**
- (c) Collective Agreement between the Metropolitan Toronto Apartment **Builders' Association and Labourers' International Union of North America, Local 183.**
- (d) Collective Agreement between the Residential Framing Contractors **Association of Metropolitan Toronto and Vicinity and Labourers' International Union of North America, Local 183.**

- (e) Collective Agreement between the Ontario Concrete and Drain **Contractors Association and Labourers' International Union of North America**, Local 183 and International Union of Operating Engineers, Local 793.
- (f) Collective Agreement between the Utility Contractors Association of **Ontario and Labourers' International Union of North America**, Ontario Provincial District Council and its affiliated Local Unions.
- (g) Collective Agreement between the Restoration Contractors Association and the **Labourers' International Union of North America, Local 183**.
- (h) Collective Agreement between the Landscaping Contractors in Ontario **Labour Relations Board Area Nos. 8 and 18 and Labourers' International Union of North America**, Local 183.
- (i) Collective Agreement between the Residential Carpentry Contractors' **Association of Greater Toronto and Labourers' International Union of North America**, Local 183.
- (j) Collective Agreement between various independent marble, tile, terrazzo and cement masons contractors and **Labourers' International Union of North America**, Local 183.
- (k) Collective Agreement between East End Construction Ltd. and **Labourers' International Union of North America, Local 183** referred to as the Residential Low Rise Trim Carpentry Agreement.
- (l) **Collective Agreement between Sentinel Plumbing Inc. and Labourers' International Union of North America**, Local 183 referred to as the **Residential Plumbers, Plumbers' Apprentices/ Labourers' Agreement**.
- (m) Collective Agreement between Quality Rugs of Canada Ltd. and **Labourers' International Union of North America, Local 183** referred to as the Residential Carpet Installation Agreement.
- (n) **Collective Agreement between Ideal Railings Ltd. and Labourers' International Union of North America**, Local 183 referred to as the Residential Railing Installation Agreement.
- (o) Collective Agreement between Powell (Richmond Hill) Contracting **Limited and Labourers' International Union of North America, Local 183** referred to as the Fencing Contractors Agreement.
- (p) Collective Agreement between Drain-Tite Industries Inc. and **Labourers' International Union of North America, Local 183**.

The Employers for whom the Applicant becomes the bargaining agent under this Accreditation Certificate are:

Baywood Homes;

Brookfield Homes (Ontario) Limited;

Carrington Homes (Courtice) Ltd.;

Empire Communities Ltd.;

Gardrose Custom Homes/Gardrose Homes, 1058849 Ontario Ltd./Gardrose Homes Inc.;

Golden Falcon Homes Inc.;

Great Gulf Homes;

Greycrest Homes Ltd. and/or Greycrest Homes (Oshawa) Inc. operating as Greycrest Homes;

Cantertrot Investments Limited, H & R Developments, H & R Construction Management Limited, 948235 Ontario Inc., Geolin Services Limited and Lindvest Properties Limited;

Kaitlin Corporation, The Kaitlin Group Ltd.;

Lakeview Group Ltd. c.o.b. as Lakeview Homes;

Casewood Holdings Inc., c.o.b. as Liza Communities;

Mainbram Developments Inc. c.o.b. as Esquire Homes Inc.;

2234223 Ontario Inc., Oxnard Development Inc. cob Oxnard Homes, Oxnard Boxgrove Ltd.;

B.G. Shickedanz Homes Inc.;

Sorbara Services Ltd., 1180803 Ontario Ltd. c.o.b. Orchard Ridge Homes, Orchard Ridge Homes (Oshawa) Limited Partnership, The Sorbara Group Inc., Sorbara Development Group;

Storybook Homes by Paul Halminen Ltd; and

Tribute Communities Inc. c.o.b. as Tribute Communities

and such other employers for whose employees the Responding Party may, after December 18, 2014 obtain bargaining rights in the geographic areas and sectors set out in the above unit of employers described herein.

This Accreditation Certificate is subject **to the terms and qualifications set out in the Board's Decision(s)** in this matter.

DATED: June 16, 2015

ONTARIO LABOUR RELATIONS BOARD



Catherine Gilbert

Catherine Gilbert
Registrar

TAB 2



ONTARIO LABOUR RELATIONS BOARD

OLRB Case No: **2834-14-R**

Durham Residential Construction Labour Bureau, Applicant v
Labourers' International Union of North America, Local 183,
Responding Party

BEFORE: Michael McFadden, Vice-Chair

DECISION OF THE BOARD: June 16, 2015

1. This is an application for accreditation in which the applicant seeks to be accredited pursuant to section 134 of the *Labour Relations Act, 1995* (the "Act") as the bargaining agent for certain employers who have a bargaining relationship with the responding party.

2. The Board by decision dated March 3, 2015, found the applicant to be an employers' organization within the meaning of sections 1(1) and 126 of the *Labour Relations Act, 1995* (the "Act") and further, that this is a properly-constituted organization for the purposes of section 134 of the Act and also found that the responding party is a trade union within the meaning of sections 1(1) and 126 of the Act.

3. In the March 3 decision the Board directed the applicant to provide notice to all the employers the responding party had listed on Schedule E to its response and to any other employers the applicant believed may be affected by this application. The Board did not require the responding party to file a Schedule F as neither the Act nor the Board's *Rules of Procedure* any longer require the service and filing of a Schedule F in an accreditation application. In addition, the parties further agreed that the notice (along with a copy of the application, response and all Board decisions) would be made accessible on the Board's website. The Board further directed that a copy of the notice would be included as an advertisement in a trade publication utilized by contractors engaged in the residential sector of the construction

industry, as well as placed in at least one area newspaper in a major centre where notice of this application would most likely come to the attention of residential contractors who may be affected and for whom the union is claiming bargaining rights. The notice was published as directed and was **also posted on the Board's website.**

4. The Board finds that the notice provided as described in paragraph 3 above satisfied the obligation to provide reasonable notice to any person or employer that may be affected by this proceeding.

5. In the March 3 decision the Board set a terminal date of April 3, 2015, by which time any affected employer wishing to participate in the application was required to serve and file specified materials, including a Form A-94, Employer Filing, Application for Accreditation Construction Industry along with the required Schedule A to the Form A-94. The Board received such materials from 11 employers by the terminal date. None of the employers who filed timely materials objected to the application, the proposed bargaining unit or their inclusion in it. The application was scheduled for hearing on April 22, 2015 but was adjourned *sine die* on consent of the parties. Since that adjournment, both the applicant and the responding party have written to the Board requesting that the application be determined by the Board based on the materials filed by them, their agreement as to the bargaining unit description (as set out in the response) and the materials filed by the various employers that filed by the terminal date, all without rescheduling the hearing. The Board is satisfied that it can and should determine the application as proposed without a further hearing given the lack of objection to the application or any part of it by the responding party or by the various employers that filed materials by the terminal date.

6. **An employers' organization may seek accreditation as a bargaining agent of employers in the construction industry under section 134 of the Act only if a trade union or council of trade unions within the meaning of section 126(1) of the Act holds bargaining rights, whether by certification or voluntary recognition, in respect of a bargaining unit of employees working in the construction industry employed by more than one employer operating a business in the construction industry and that union or council of unions entered into collective agreements with more than one such employer applicable to a bargaining unit of such employees. Section 134 of the Act provides:**

Where a trade union or council of trade unions has been certified or has been granted voluntary

recognition under section 18 as the bargaining agent for a unit of employees of more than one employer in the construction industry or where a trade union or council of trade unions has entered into collective agreements with more than one employer covering a unit of employees in the construction industry, an **employers' organization may apply to the Board to be accredited** as the bargaining agent for all employers in a particular sector of the industry and in the geographic area described in the said certificates, voluntary recognition documents or collective agreements, as the case may be.

7. In order to obtain accreditation, the applicant must establish it meets the conditions prescribed by section 136(3) of the Act, and also satisfy the Board that it represents a majority of the employers in the unit of employers the Board has determined is appropriate for collective bargaining and that those employers it represents employed a majority of the employees who were on the payrolls of the employers in the bargaining unit during the week immediately preceding the application date (or such other payroll week as established by the Board).

8. Section 136(3) of the Act provides:

Before accrediting an employers' organization under subsection (2), the Board shall satisfy itself that the employers' organization is a properly constituted organization and that each of the employers whom it represents has vested appropriate authority in the organization to enable it to discharge the responsibilities of an accredited bargaining agent.

9. **The "double majority" requirement the applicant must satisfy** to obtain accreditation is set out in sections 136(1) and 136(2) of the Act:

(1) Upon an application for accreditation, the Board shall ascertain,

(a) the number of employers in the unit of employers on the date of the making of the application who have within one year prior to such date had employees in their employ for whom the trade union or council of trade unions has bargaining rights in the

geographic area and sector determined by the Board to be appropriate;

- (b) the number of employers in clause (a) **represented by the employers' organization** on the date of the making of the application; and
 - (c) the number of employees of employers in clause (a) on the payroll of each such employer for the weekly payroll period immediately preceding the date of the application or if, in the opinion of the Board, the payroll period is unsatisfactory for any one or more of the employers in clause (a), such other weekly payroll period for any one or more of the said employers as the Board considers advisable.
- (2) If the Board is satisfied,
- (a) that a majority of the employers in clause **(1) (a) is represented by the employers'** organization; and
 - (b) that such majority of employers employed a majority of the employees in clause (1) (c),

the Board, subject to subsection (3), shall accredit the **employers' organization as the bargaining agent of the** employers in the unit of employers and for the other employers for whose employees the trade union or council of trade unions may, after the date of the making of the application, obtain bargaining rights through certification or voluntary recognition in the appropriate geographic area and sector.

10. In the March 3 decision the Board found that each of the individual employers on behalf of whom the applicant submitted representation evidence had vested appropriate authority in the applicant to enable it to discharge the responsibilities of an accredited bargaining agent. As at the terminal date, 10 of the employers who had executed the representation document in favour of the applicant in the unit in which the applicant seeks to be accredited had themselves filed the requisite materials by the terminal date. Another employer, **Kaitlin Corporation, also known as Kaitlin Group Ltd. ("Kaitlin")**, which

had not executed the representation document in favour of the applicant, nonetheless filed the requisite materials by the terminal date, did not object to the proposed unit of employers that is appropriate for accreditation and confirmed through counsel that it should be included in the final Schedule E if accreditation were to issue.

11. The parties reached an agreement on the description of the unit of employers that is appropriate for accreditation. That description was set out in the response. As noted, no employer who filed materials by the terminal date took issue with the bargaining unit description. Taking all of this into account and upon a review of the proposed bargaining unit description, the Board finds the following unit of employers is appropriate for collective bargaining:

all employers of construction employees engaged in the on-site construction of all types of low-rise housing and their natural amenities up to the date of closing which is defined as the time when the purchaser is in possession of the keys to the unit of said housing or part thereof when working in the Regional Municipality of Durham (except for the Towns of Ajax and Pickering), the geographic Township of Cavan in the County of Peterborough and the geographic Township of Manvers in the County of Victoria in the residential sector of the construction industry save and except employees employed as non-working foremen and persons above the rank of non-working foreman, watchmen and engineering staff.

For purposes of clarity it is noted that low-rise housing means non-elevated housing of not more than three (3) storeys in height (basement plus three (3) storeys).

For purposes of clarity, it is also noted that employers bound by and who perform work under any of the following collective agreements in accordance with past or existing practices as at the date hereof are not included in the same unit of employers, namely:

- (a) Collective Agreement between The Ontario Formwork Association and The Formwork Council of Ontario.
- (b) Collective Agreement between the Residential Low Rise Forming Contractors Association of Metropolitan Toronto and **Vicinity and Labourers' International Union of North America, Local 183.**
- (c) Collective Agreement between the **Metropolitan Toronto Apartment Builders' Association and Labourers' International Union of North America, Local 183.**
- (d) Collective Agreement between the Residential Framing Contractors Association of Metropolitan Toronto and **Vicinity and Labourers' International Union of North America, Local 183.**
- (e) Collective Agreement between the Ontario Concrete and Drain Contractors **Association and Labourers' International Union of North America, Local 183** and International Union of Operating Engineers, Local 793.
- (f) Collective Agreement between the Utility Contractors Association of Ontario and **Labourers' International Union of North America, Ontario Provincial District Council and its affiliated Local Unions.**
- (g) Collective Agreement between the Restoration Contractors Association and **the Labourers' International Union of North America, Local 183.**
- (h) Collective Agreement between the Landscaping Contractors in Ontario Labour Relations Board Area Nos. 8 and

18 and Labourers' International Union of North America, Local 183.

- (i) Collective Agreement between the **Residential Carpentry Contractors' Association of Greater Toronto and Labourers' International Union of North America, Local 183.**
- (j) Collective Agreement between various independent marble, tile, terrazzo and cement masons contractors and **Labourers' International Union of North America, Local 183.**
- (k) Collective Agreement between East End **Construction Ltd. and Labourers' International Union of North America, Local 183** referred to as the Residential Low Rise Trim Carpentry Agreement.
- (l) Collective Agreement between Sentinel **Plumbing Inc. and Labourers' International Union of North America, Local 183** referred to as the Residential **Plumbers, Plumbers' Apprentices/ Labourers' Agreement.**
- (m) Collective Agreement between Quality **Rugs of Canada Ltd. and Labourers' International Union of North America, Local 183** referred to as the Residential Carpet Installation Agreement.
- (n) Collective Agreement between Ideal **Railings Ltd. and Labourers' International Union of North America, Local 183** referred to as the Residential Railing Installation Agreement.
- (o) Collective Agreement between Powell (Richmond Hill) Contracting Limited and **Labourers' International Union of North**

America, Local 183 referred to as the Fencing Contractors Agreement.

- (p) Collective Agreement between Drain-Tite Industries Inc. and Labourers' International Union of North America, Local 183.

12. The applicant and the responding party ultimately agreed there were 18 employers that should appear on the final Schedule E, which is a list of the employers of employees for whom the responding party held bargaining rights coming within the unit of employers the Board has determined is appropriate for collective bargaining that had employees performing low-rise residential construction work within the geographic area described at paragraph 11 herein within the scope of that bargaining unit within one year prior to the application date.

13. The responding party established that it held bargaining rights for those 18 employers by virtue of their having either signed the collective agreement binding between the applicant and responding party, or by the issuance of a certificate by the Board or by a voluntary recognition agreement, all of which details are set out in the Schedule E filed with the response.

14. **Based on the parties' representations and the material filed with the Board, the Board is satisfied that the final Schedule E is comprised of the following employers:**

Baywood Homes;

Brookfield Homes (Ontario) Limited;

Carrington Homes (Courtice) Ltd.;

Empire Communities Ltd.;

**Gardrose Custom Homes/Gardrose Homes,
1058849 Ontario Ltd./Gardrose Homes Inc.;**

Golden Falcon Homes Inc.;

Great Gulf Homes;

Greycrest Homes Ltd. and/or Greycrest Homes (Oshawa) Inc. operating as Greycrest Homes;

Cantertrot Investments Limited, H & R Developments, H & R Construction Management Limited, 948235 Ontario Inc., Geolin Services Limited and Lindvest Properties Limited;

Kaitlin Corporation, The Kaitlin Group Ltd.;

Lakeview Group Ltd. c.o.b. as Lakeview Homes;

Casewood Holdings Inc., c.o.b. as Liza Communities;

Mainbram Developments Inc. c.o.b. as Esquire Homes Inc.;

2234223 Ontario Inc., Oxnard Development Inc. cob Oxnard Homes, Oxnard Boxgrove Ltd.;

B.G. Shickedanz Homes Inc.;

Sorbara Services Ltd., 1180803 Ontario Ltd. c.o.b. Orchard Ridge Homes, Orchard Ridge Homes (Oshawa) Limited Partnership, The Sorbara Group Inc., Sorbara Development Group;

Storybook Homes by Paul Halminen Ltd; and

Tribute Communities Inc. c.o.b. as Tribute Communities

15. The applicant filed documentary evidence establishing that it represents 11 of the 18 employers listed on Schedule E. The Board therefore finds that a majority of employers in the bargaining unit of employers that had employees for whom the responding party held bargaining rights performing low-rise residential construction work

within the geographic area described at paragraph 11 herein coming within the scope of the bargaining unit within one year prior to the application date are represented by the applicant. The applicant has therefore satisfied the condition set out in section 136(2)(a) of the Act as the first prerequisite for obtaining accreditation.

16. Nine of the total of 18 employers referenced immediately above filed a timely Employer Filing in Form A-94 indicating they had employees on their payroll for the weekly pay period immediately preceding the date of the application. Two of the 18 employers, **Empire Communities Ltd. ("Empire") and Great Gulf Homes ("Great Gulf")**, filed a timely Employer Filing in Form A-94 indicating they had no employees on their payroll for the weekly pay period immediately preceding the date of the application, but did have employees on their payroll for another week in the year immediately preceding the date of the application and that these other weeks were representative of their typical experience in that respect. Pursuant to section 136(1)(c) of the Act, the Board hereby establishes that the appropriate payroll week for Empire is the week commencing August 9, 2014 and that the appropriate payroll week for Great Gulf is the week commencing September 13, 2014. Ten of the 18 employers who filed timely materials are represented by the applicant and Kaitlin agrees that it should be included in the final Schedule E should accreditation issue and it filed timely materials. It appears from the material filed by these 11 employers that they employed 94 employees during the relevant periods. Eighty six of those employees were employed by the 10 employers represented by the applicant. The applicant has therefore satisfied the condition set out in section 136(2)(b) of the Act as the second prerequisite for obtaining accreditation.

17. In the result, the Board finds that the applicant has **established the "double majority" requirement prescribed in section 136(2) of the Act** to entitle it to be accredited as the exclusive bargaining agent of the employers coming within the bargaining unit described in paragraph 11 above. That is, the applicant has established it represents a majority of the employers in the bargaining unit of employers and that those employers employed a majority of the employees who were on the payrolls of the employers in the bargaining unit during the week immediately preceding the application date and the weeks of August 9 and September 13, 2014.

18. Pursuant to section 136(2) of the Act, the Board hereby accredits the applicant as the exclusive bargaining agent of the

employers in the unit of employers set out in paragraph 11 above and for all other employers for whose employees the responding party may, after December 18, 2014, the date this application was made, obtain bargaining rights through certification or voluntary recognition in the residential sector of the construction industry in the geographic area described at paragraph 11 of this decision.

19. A certificate of accreditation shall issue.

“Michael McFadden”

for the Board

TAB 3

Proposed Bargaining Unit for Expansion

All employers of construction employees engaged in the on-site construction of all types of low-rise housing and their natural amenities up to the date of closing which is defined as the time when the purchaser is in possession of the keys to the unit of said housing or part thereof when working in OLRB Geographic Areas No. 9, 10, 11, 12, and 29 in the residential sector of the construction industry save and except employees employed as non-working foremen and persons above the rank of non-working foreman, watchmen and engineering staff:

- In Board Areas 10, 11, 12, and 29, low-rise housing means housing of not more than three (3) storeys in height (basement plus three (3) storeys); as well as four (4) storey (basement plus four (4) storeys) single family townhouses; and Light Wood Framed Apartment Buildings, being apartment buildings where the building superstructure is light wood framed and also those where the superstructure is a mix of concrete (including Slab on Grade/Core Slab) and light wood framing. The use of LVL, CLT, NLT or other engineered wood products, or other beams or posts in a light wood framed superstructure does not alter the character of a light wood framed building, and where the use of pre-fabricated light wood floor or wall panels, including those containing steel studs, are included in the definition of light wood framing; and
- In Board Area 9, low-rise housing means elevated housing of not more than three (3) storeys in height (basement plus three (3) storeys); and in respect of four (4) storey (basement plus four (4) storeys) single family townhouses; and Light Wood Framed Apartment Buildings, being apartment buildings where the building superstructure is light wood framed and also those where the superstructure is a mix of concrete (including Slab on Grade/Core Slab) and light wood framing. The use of LVL, CLT, NLT or other engineered wood products, or other beams or posts in a light wood framed superstructure does not alter the character of a light wood framed building. The use of pre-fabricated light wood floor or wall panels, including those containing steel studs, are included in the definition of light wood framing.

For purposes of clarity, it is also noted that employers bound by and who perform work under any of the following collective agreements in accordance with past or existing practices as at the date hereof are not included in the same unit of employers, namely:

- (a) Collective Agreement between The Ontario Formwork Association and The Formwork Council of Ontario.
- (b) Collective Agreement between the Residential Low Rise Forming Contractors Association of Metropolitan Toronto and Vicinity and Labourers' International Union of North America, Local 183.
- (c) Collective Agreement between the Metropolitan Toronto Apartment Builders' Association and Labourers' International Union of North America, Local 183.

- (d) Collective Agreement between the Residential Framing Contractors Association of Metropolitan Toronto and Vicinity and Labourers' International Union of North America, Local 183.
- (e) Collective Agreement between the Ontario Concrete and Drain Contractors Association and Labourers' International Union of North America, Local 183 and International Union of Operating Engineers, Local 793.
- (f) Collective Agreement between the Utility Contractors Association of Ontario and Labourers' International Union of North America, Ontario Provincial District Council and its affiliated Local Unions.
- (g) Collective Agreement between the Restoration Contractors Association and the Labourers' International Union of North America, Local 183.
- (h) Collective Agreement between the Landscaping Contractors in Ontario Labour Relations Board Area Nos. 8 and 18 and Labourers' International Union of North America, Local 183.
- (i) Collective Agreement between the Residential Carpentry Contractors' Association of Greater Toronto and Labourers' International Union of North America, Local 183.
- (j) Collective Agreement between the Residential Tile Contractors Association and the Union.
- (k) Collective Agreement between East End Construction Ltd. and Labourers' International Union of North America, Local 183 referred to as the Residential Low Rise Trim Carpentry Agreement.
- (l) Collective Agreement between Sentinel Plumbing Inc. and Labourers' International Union of North America, Local 183 referred to as the Residential Plumbers, Plumbers' Apprentices/ Labourers' Agreement.
- (m) Collective Agreement between Quality Rugs of Canada Ltd. and Labourers' International Union of North America, Local 183 referred to as the Residential Carpet Installation Agreement.
- (n) Collective Agreement between Ideal Railings Ltd. and Labourers' International Union of North America, Local 183 referred to as the Residential Railing Installation Agreement.
- (o) Collective Agreement between Powell (Richmond Hill) Contracting Limited and Labourers' International Union of North America, Local 183 referred to as the Fencing Contractors Agreement.
- (p) Collective Agreement between Drain-Tite Industries Inc. and Labourers' International Union of North America, Local 183.

TAB 4

Proposed Merged Bargaining Unit after expansion 2024

All employers of construction employees engaged in the on-site construction of all types of low-rise housing and their natural amenities up to the date of closing which is defined as the time when the purchaser is in possession of the keys to the unit of said housing or part thereof when working in the ~~Regional Municipality of Durham (except for the Towns of Ajax and Pickering), the geographic Township of Cavan in the County of Peterborough and the geographic Township of Manvers in the County of Victoria~~ **OLRB Geographic Areas No. 9, 10, 11, 12, and 29** in the residential sector of the construction industry save and except employees employed as non-working foremen and persons above the rank of non-working foreman, watchmen and engineering staff.

For purposes of clarity, it is noted that low-rise housing means **non-elevated** housing of not more than three (3) storeys in height (basement plus three (3) storeys); **as well as four (4) storey (basement plus four (4) storeys) single family townhouses; and Light Wood Framed Apartment Buildings, being apartment buildings where the building superstructure is light wood framed and also those where the superstructure is a mix of concrete (including Slab on Grade/Core Slab) and light wood framing. The use of LVL, CLT, NLT or other engineered wood products, or other beams or posts in a light wood framed superstructure does not alter the character of a light wood framed building. The use of pre-fabricated light wood floor or wall panels, including those containing steel studs, are included in the definition of light wood framing.**

For purposes of clarity, it is also noted that employers bound by and who perform work under any of the following collective agreements in accordance with past or existing practices as at the date hereof are not included in the same unit of employers, namely:

- (a) Collective Agreement between The Ontario Formwork Association and The Formwork Council of Ontario.
- (b) Collective Agreement between the Residential Low Rise Forming Contractors Association of Metropolitan Toronto and Vicinity and Labourers' International Union of North America, Local 183.
- (c) Collective Agreement between the Metropolitan Toronto Apartment Builders' Association and Labourers' International Union of North America, Local 183.
- (d) Collective Agreement between the Residential Framing Contractors Association of Metropolitan Toronto and Vicinity and Labourers' International Union of North America, Local 183.
- (e) Collective Agreement between the Ontario Concrete and Drain Contractors Association and Labourers' International Union of North America, Local 183 and International Union of Operating Engineers, Local 793.

(f) Collective Agreement between the Utility Contractors Association of Ontario and Labourers' International Union of North America, Ontario Provincial District Council and its affiliated Local Unions.

(g) Collective Agreement between the Restoration Contractors Association and the Labourers' International Union of North America, Local 183.

(h) Collective Agreement between the Landscaping Contractors in Ontario Labour Relations Board Area Nos. 8 and 18 and Labourers' International Union of North America, Local 183.

(i) Collective Agreement between the Residential Carpentry Contractors' Association of Greater Toronto and Labourers' International Union of North America, Local 183.

~~(j) Collective Agreement between various independent marble, tile, terrazzo and cement masons contractors and Labourers' International Union of North America, Local 183.~~ **Collective Agreement between the Residential Tile Contractors Association and the Union.**

(k) Collective Agreement between East End Construction Ltd. and Labourers' International Union of North America, Local 183 referred to as the Residential Low Rise Trim Carpentry Agreement.

(l) Collective Agreement between Sentinel Plumbing Inc. and Labourers' International Union of North America, Local 183 referred to as the Residential Plumbers, Plumbers' Apprentices/ Labourers' Agreement.

(m) Collective Agreement between Quality Rugs of Canada Ltd. and Labourers' International Union of North America, Local 183 referred to as the Residential Carpet Installation Agreement.

(n) Collective Agreement between Ideal Railings Ltd. and Labourers' International Union of North America, Local 183 referred to as the Residential Railing Installation Agreement.

(o) Collective Agreement between Powell (Richmond Hill) Contracting Limited and Labourers' International Union of North America, Local 183 referred to as the Fencing Contractors Agreement.

(p) Collective Agreement between Drain-Tite Industries Inc. and Labourers' International Union of North America, Local 183.

TAB 5

COLLECTIVE AGREEMENT

BETWEEN:

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

May 1, 2022 – April 30, 2025

COLLECTIVE AGREEMENT

BETWEEN:

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU

-AND-

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

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**DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
HOUSE BUILDERS COLLECTIVE AGREEMENT**

THIS AGREEMENT made and entered into this 1st day of May, 2022.

B E T W E E N:

**DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
25 North Rivermede Road, Unit 13, Vaughan, Ontario L4K 5V4
(hereinafter called the “Bureau”)**

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
1263 Wilson Avenue, Suite 200, Toronto, Ontario M3M 3G3
(hereinafter called the “Union”)**

WHEREAS the Bureau, acting on behalf of the Companies whose names appear on the attached Schedule of Employers, and the Union wish to make a common collective agreement with respect to certain employees of the Employers engaged in Construction as defined in Article 1 of this Collective Agreement and to provide for and ensure uniform interpretation and application in the administration of the Collective Agreement;

AND WHEREAS in order to ensure uniform interpretation and application of the Collective Agreement, the said Union recognizes the formation by the Employers of the Bureau and agrees to deal with the said Bureau as the agent of the Employers who are Members thereof in negotiation and administering a common Collective Agreement and agrees not to negotiate with any of the said Employers on an individual basis;

AND WHEREAS the Bureau recognizes the Union as the Collective Bargaining Agent with respect to the employees of the Employers covered by this Agreement;

NOW THEREFORE it is agreed as follows:

ARTICLE 1 - RECOGNITION

1.01 (a) Each of the Employers recognizes the Union as the Collective Bargaining Agent for all of its own construction employees engaged in the on-site

construction of all types of low-rise housing and their natural amenities up to the date of closing (which is defined as the time when the purchaser is in possession of the keys to the unit) of said housing or part thereof while working in the O.L.R.B. Geographic Area Nos. 9, 10, 11, 12 and 29, and such other geographic areas to which this Agreement may apply to save and except employees employed as non-working foremen and persons above the rank of non-working forepersons, watchpersons and engineering staff;

- (b) Low-rise housing for the purposes of this Agreement shall mean housing of not more than three (3) stories in height (basement plus three (3) storeys), as well as a four (4) storey (basement plus four (4) storeys) single family townhouse;
- (c) Low-rise housing for the purpose of this Agreement shall also include Light Wood Framed Apartment Buildings (“LWFAB”), being apartment buildings where the building superstructure is light wood framed and also those where the superstructure is a mix of concrete (including Slab on Grade / Core Slab) and light wood framing. The use of LVL, CLT, NLT or other engineered wood products, or other beams or posts in a light wood framed superstructure does not alter the character of a light wood framed building. The parties agree that the use of pre-fabricated light wood floor or wall panels, including those containing steel studs, are included in the definition of light wood framing; and
- (d) For the purposes of clarity, both the Union and the Bureau agree that this Agreement includes the on-site installation of panelized or pre-fabricated floor, wall and roof components.

1.02

- (a) In Whitby, Oshawa, Belleville, Peterborough, Clarington, Kingston, and Prince Edward County, for all projects other than Light Wood Framed Apartment Buildings as defined in Article 1.01, the Employer agrees to contract and/or subcontract the following work only to Contractors who are in contractual relations with the Union:
 - (i) Basement Forming;
 - (ii) Concrete and Drain;
 - (iii) Frame Carpentry;
 - (iv) Bricklaying including (i) the installation of all exterior air/moisture barrier and insulation behind brick, block, masonry or stucco, (ii) the covering, tarping or untarping of all masonry/stucco scaffolding, and (iii) the exterior installation of EIFS/stucco,

For the purpose of clarity, “installation of exterior EIFS/stucco” includes any application of exterior stucco onsite but does not

include the installation of any prefabricated exterior wall assembly manufactured off-site.

- (v) Marble, Tile and Terrazzo;

*Countertops and custom cut slab products are not included in the definition in suite marble, tile and terrazzo work.

- (vi) Interior railings.

In addition to the foregoing obligations upon the Employer, the Employer agrees that when it contracts or subcontracts frame carpentry work, it shall require that the installers of such framing shall be covered by and be compensated in accordance with the Collective Agreement between the Residential Framing Contractors Association and the Union.

- (b) For Light Wood Framed Apartment Buildings as defined in Article 1.01, in Board Areas 9 and 10, the Employer agrees to contract and/or subcontract the following work only to Contractors who are in contractual relations with the Union:

- (i) Basement Forming, and concrete forming associated with underground parking garages, slab on grade, or the concrete forming part of the building superstructure;
- (ii) Concrete and Drain;
- (iii) Self-levelling of concrete floors. Note – The application of dry-pack and/or self-compacting concrete materials is not included in this definition;
- (iv) Frame Carpentry;
- (v) Bricklaying, including (i) the installation of all exterior air/moisture barrier and insulation behind brick, block, masonry or stucco, (ii) the covering, tarping or untarping of all masonry/stucco scaffolding, and (iii) the exterior installation of EIFS/stucco;

For the purpose of clarity, “installation of exterior EIFS/stucco” includes any application of exterior stucco onsite but does not include the installation of any prefabricated exterior wall assembly manufactured off-site;

- (vi) Effective May 1, 2023 in suite Marble, Tile and Terrazzo. Note, countertops and custom cut slab products are not included in the definition of in-suite marble, tile and terrazzo work.

In addition to the foregoing obligations upon the Employer, the Employer agrees that when it contracts or subcontracts frame carpentry work, it shall

require that the installers of such framing shall be covered by and be compensated in accordance with the Collective Agreement between the Residential Framing Contractors Association and the Union.

(c) i) In Whitby, Oshawa, Belleville, Peterborough, Clarington, Kingston, and Prince Edward County, whenever an Employer covered by this Agreement engages in construction which includes all of the following:

- where the Employer owns a tract of land, services it;

- sub-divides it and builds houses on it, the Employer will only contract or subcontract Sewer and Watermain, Utility, and Road Building to Contractors who are in contractual relations with the Union.

ii) Where a member Employer of the Bureau engages in providing site services as in 1.02 (b) (i) as part of an association of companies or as an associate of another company, the member Employer will not be considered an “Associated Company” unless it falls within the definition of Associated Company as defined in the *Income Tax Act* Canada.

(d) Should a contract or subcontract for general on-site labour, as defined in Article 1, 1.01 and Schedule “A”, Section 4 Classifications, hereof, be awarded, such subcontractor must be in contractual relationship with the Labourers’ International Union of North America, Local 183. Notwithstanding the preceding, and without prejudice, the following will be exempted:

i) Final House and Window Cleaning, and ongoing Housekeeping Maintenance;

ii) Landscaping and Driveway Paving;

iii) Those Labourers normally employed by traditional Trades such as Drywall, Mechanical, etc.

(e) The parties agree that the installation of air/moisture barrier or insulation on the exterior of low-rise housing or of Light Wood Framed Apartment Building may also be assigned to the framing contractor and/or framing pieceworker who frames the house when the walls are erected. However, if the installation of air/moisture barrier or insulation on the exterior of low-rise housing or of Light Wood Framed Apartment Building is contracted or subcontracted separately from the framing, then it shall be contracted or subcontracted to a contractor or subcontractor bound to the collective agreement between the MCUTV and MCAT.

(f) For the purposes of clarity, the Parties agree that the installation of air/moisture barrier on the exterior of low rise housing, the installation of insulation on the exterior of low rise housing behind brick, block, stone, the

installation of air/moisture barrier on the exterior of Light Wood Framed Apartment Building or of insulation behind brick, block, stone or stucco on exterior of Light Wood Framed Apartment Building may be performed by a builder's direct labourers employed under this Agreement.

(g) The Union must forthwith supply to the Bureau a list of those Contractors which are in contractual relationship with it, which list shall be revised by the Union as necessary, but in no event less than quarterly. The Union must also supply to the Bureau a copy of all current collective agreements with each and every Employer's Organization for every trade or sub-trade mentioned in the subcontracting clause or the cross-over clause of this Agreement. The Union is required to send a copy of any certificates obtained by the Union with respect to the certification of new builders who are (or become bound by) this Collective Agreement.

(h) On the signing of the Collective Agreement, and thereafter by January 15th of each following year, the Bureau shall provide the Union with a current copy of its membership list.

(i) The Employer agrees that when it is required to contract or subcontract work to a contractor which is in contractual relations with the Union, it must be contracted or sub-contracted to contractors or sub-contractors who are bound to this Agreement or the appropriate agreement set out in Schedule "C", whichever is applicable to the specific work involved.

1.03 In the event an Employer covered by this Agreement engages in the construction of houses as herein defined, by means of a corporation, individual, firm, syndicate or association or combination thereof, and where the Employer is the Builder, it shall be deemed that the corporation, individual, firm, syndicate or association or combination thereof, is bound by the Agreement for the purposes of such Construction work.

1.04 If the Employer is actively engaged in the performance of work covered by the Union's other collective agreements as set out in Schedule "C" of this Agreement, it shall be performed under this Agreement according to the terms and conditions of the Union's applicable agreement as outlined in Schedule "C" of this Agreement. For the purposes of clarity, it is agreed that this article only applies when the Employer is performing work covered by the Union's other collective agreements as set out in Schedule "C" with its own employees and does not apply to the Employer's contracting/subcontracting obligation set out in other provisions of the Collective Agreement.

ARTICLE 2 - UNION SECURITY

2.01 All employees shall, when working in a position within the Bargaining Unit described in Article 1 hereof, be required as a condition of employment, to be a member in good standing of the Union before commencing employment, and shall be required to maintain such

membership while working within the Bargaining Unit for the duration of this Agreement. The Union shall not unreasonably refuse the right to any applicant to become a member.

2.02 In the event that the Employer desires to employ a new employee, the new employee must present to the Employer a Referral Slip from the Union prior to their commencing employment. It is understood and agreed that the Union may refuse to issue a Referral Slip to the employee requested by the Employer, only in the event that the employee is not in good standing with the Union. All new hires who have never been a member of the Union shall be subject to a thirty (30) working day probationary period during which the employer may terminate the employee without cause provided it is not discriminatory or in bad faith. Employers are entitled to ask for and receive for all new employees prior to commencing work a signed acknowledgement of the receipt of the Employer's workplace policies, including but not limited to any health and safety policies.

2.03 It is expressly understood and agreed that no Employer shall be required to discharge any employee for violation of the provisions of this Article for Union Security for any reason other than non-payment of regular Monthly Dues or the refusal of the employee to join the Union as aforementioned, notwithstanding anything to the contrary herein contained.

2.04 Each employee shall, when working in a position within the Bargaining Unit described in Article 1 above, be required as a condition of employment to have their regular Monthly Union Dues and any required working dues checked off and the Union agrees to duly inform the Employer of the amounts of such Union dues and working dues and any changes in the amounts. The Employer agrees to make such deductions from the first (1st) pay issued to the employee each calendar month and remit the same to the Union not later than the fifteenth (15th) day of the following month to the Secretary Treasurer of the Union. The Employer shall, when remitting such dues, name the employees and their Social Insurance Numbers from whose pay such deductions have been made.

2.05 Working Dues

(a) The Employer shall deduct from each employee's wages and remit to the Union working dues calculated at the rate of three percent (3%) of gross wages for each employee covered by this Agreement.

(b) The Union may direct the Employer to alter the amounts and/or the method of remittance of working dues as described in this provision, and the Employer agrees that it shall comply with such direction. The Union agrees that it shall provide thirty (30) days notice of any such alteration.

2.06 It is expressly understood and agreed that the Union will save harmless the Employer or Employers of the Bureau from any claim arising pursuant to any deduction made under this Article.

2.07 In the event that the Union desires to enter into a collective agreement with a Low-Rise Housing Builder who is not bound by this Collective Agreement, the Union agrees that such collective agreement should be on terms no more advantageous than this Collective

Agreement, as amended, to reflect that this Collective Agreement is with an individual employer not the Association herein.

ARTICLE 3 - MANAGEMENT RIGHTS

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

- (i) to conduct their 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 employees required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of production, to judge the qualification of the employees and to maintain order, discipline and efficiency;
- (ii) to 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, suspended, disciplined, or has been subjected to disciplinary demotion without reasonable cause shall be subject to the provisions of the Grievance Procedure;
- (iii) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees;
- (iv) to assign and re-assign work to employees to determine and judge the content and functions of all jobs and classifications, to change and vary at any time such work assignments, to introduce new and improved methods and equipment and to establish and maintain an efficient mobile work force with diverse skills, and it is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement;
- (v) It is agreed that none of the above-noted rights shall be exercised in a manner which is unreasonable, arbitrary, discriminatory or in bad faith.

3.02 Technology Clause - In the event that during the term of this Collective Agreement industry developments or practices result in new methods of construction and/or result in the requirement for new classifications of any employee of any Employer covered by this Collective Agreement, whether or not such changes are the result of technological change or not, the Employer and the Union shall meet within fifteen (15) days notice of either upon the other and commence negotiations. The sole and restricted purpose of these negotiations shall be to establish such classifications and wage and/or piecework rates applicable thereto. Failing the agreement of the parties with respect to the establishment of new classifications and/or wage and/or piecework rates applicable thereto, either party may refer such issues to arbitration for final and binding determination.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

4.02 It is understood and agreed that an employee does not have a Grievance until he has discussed the matter with their Job Superintendent and given them an opportunity of dealing with the complaint. The employee may have a Steward or Business Representative present, if they so desire.

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

- (i) Within twenty-one (21) days after the circumstances giving rise to the Grievance occurred or originated except in the case of a Discharge Grievance, which shall be presented within five (5) working days, the Grievance shall be presented to the Employer in writing, and the parties shall meet within five (5) working days in an endeavour to settle the Grievance.
- (ii) Grievances dealing with alleged violations of Hours of Work, Rates of Pay, Overtime, Travel Expenses, and/or Vacation Pay, may be brought forward within three (3) months of such alleged violations. Grievances dealing with alleged violation of Welfare, Pension, Dues, Training Fund and/or Industry Fund and/or any other fund provisions may be brought forward within forty-five (45) days after the circumstances giving rise to such Grievance became known or ought reasonably to have become known to the Union. It is further understood that such grievances may be retroactive to the first (1st) day of the alleged violation provided such grievances are proven.

4.04 Union and Employer Grievances

It is understood that the Employer may deliver a written grievance, as defined in Article 4.03, against the Union, and the Union may deliver a written grievance as defined in Article 4.03 against the Employer, within the timelines set out in Article 4 and any such grievance may be referred to arbitration in accordance with Article 5.

ARTICLE 5 - ARBITRATION

5.01 The parties to this Agreement agree that any Grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in Article 4 and has not been settled shall be referred to an Arbitrator at the request of either of the parties hereto, within forty-five (45) calendar days of the delivery of the grievance to the other party, by written notice of the grieving party to the other party.

5.02 Either party may refer a grievance arising under this agreement to a single arbitrator selected from the following group of arbitrators in rotating order:

Derek Rogers
Michael Horan
Harvey Beresford

Provided that the arbitrator can schedule a hearing within thirty (30) days of the referral of the grievance to them failing which the parties shall canvass availability to schedule such a hearing from the next arbitrator on this list.

5.03 In the event that during the lifetime of this Agreement one (1) or more of the said agreed-upon Official Arbitrators will be unable to serve their term as Arbitrator then the parties shall meet within ten (10) working days of receiving such notice of the termination of the Arbitrator(s) and agree to appoint a new person(s) to act as Official Arbitrator(s). In the event that the parties will be unable to agree upon the Official Arbitrator(s), then the matter shall be referred to The Minister of Labour of the Province of Ontario who will be asked to nominate a person(s) to act as Official Arbitrator(s).

5.04 Upon receipt of a Notice to Arbitrate, the Arbitrator shall arrange a Hearing at the earliest possible date but in every case all interested parties shall be given at least two (2) clear days notice.

5.05 Upon hearing all of the evidence and submission of all of the parties to the Arbitration Hearing, the Official Arbitrator shall make an Award in writing which shall be final and binding. Reasons shall be given in every case but in order to avoid delay, the reasons need not be given at the time of the making of the Award.

5.06 The nature of the Grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated, shall be set out in the written records of the Grievance and not be subject to change in later steps.

5.07 Arbitrators shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and conditions of this Agreement.

5.08 In determining the time which is allowed in the various steps, Sundays and statutory holidays shall be excluded, and any time limits may be extended by agreement of the parties, in writing and/or by the Arbitrator or Board of Arbitration if it is determined that it is reasonable and equitable to do so in all of the circumstances.

5.09 The parties to the Agreement shall jointly bear the expenses of the Arbitrator.

5.10 In addition to the above procedures, a Grievance arising under the provisions of this Agreement may be referred to the Expedited Arbitration Procedure established by the Local 183 Expedited Enforcement Systems. It is further agreed that the terms and provisions of the Local 183 Expedited Enforcement Systems, save and except for those provisions requiring builders to provide notices of work and notices of contracts or sub-contracts to the Union, and

any penalties, bonds and costs (save and except such arbitration costs which relate to a builders non-compliance with a holdback request) form part of this Agreement and that all such incorporated terms and conditions of the Local 183 Expedited Enforcement Systems, along with any other part of this Agreement, may be interpreted and applied by an Arbitrator or Board of Arbitration with jurisdiction arising out of this Agreement, the Local 183 Expedited Enforcement Systems or the Ontario *Labour Relations Act*.

5.11 Any Arbitrator or Board of Arbitration with jurisdiction to interpret, apply or enforce this Collective Agreement whether such jurisdiction is derived from the Collective Agreement and/or the Ontario *Labour Relations Act*, shall consider all relevant evidence, and with respect to such evidence, is not, and shall not, be restricted by any limitation concerning the introduction of evidence which may apply to applications under sections of the Ontario *Labour Relations Act*.

ARTICLE 6 - BUILDER'S HOLDBACK – CONTRACTORS' HOLDBACK

6.01 The Union may, at any time, at its' option, activate the Holdback Mechanism described herein. The Holdback Mechanism is in addition to, and separate from, the Expedited Arbitration process. The Holdback Mechanism is as follows:

- (i) the Union must give at least two (2) working days notice by Priority Post Courier or alternate form of service including facsimile transmission, registered mail, regular mail or hand delivery to the Contractor of its' intention to activate the Builder's Holdback and/or Contractor's Holdback Mechanism. During this two (2) working day period the Union and the Contractor may attempt to resolve the dispute before activating the Holdback Mechanism.
- (ii) If the matter remains unresolved, the Union may give a Holdback Notice to any Builder and/or Contractor dealing with the affected Contractor and require each Builder and/or Contractor to freeze all funds which are payable or become payable thereafter to the Contractor, with respect to wages, benefits, or any other matter covered by this Enforcement System and/or the applicable Collective Agreement, on any project where the Contractor has performed, is performing or will perform work for the Builder or Contractor. The Holdback Notice must be delivered to the Builder and/or Contractor by Priority Post Courier, Registered Mail, regular mail or hand delivery to the Builder and/or Contractor. At the time of acknowledged receipt of this Notice, the Builder and/or Contractor must respond in writing within two (2) working days, acknowledging the Holdback Notice and state the amounts that are owed and/or payable to the Contractor. The Holdback Notice can cover an amount that the Union reasonably estimates is the total amount owed or owing to it, the Trust Funds, and/or affected members by the Contractor. Failure on the behalf of the Builder and/or Contractor to adhere to the provisions of this Holdback Process shall result in the Builder and/or Contractor being

jointly and severally liable for the full amount outlined in the Holdback Notice.

- (iii) Upon such notice, all money payable or becoming payable thereafter to the Contractor by the Builder and/or Contractor will remain frozen and will be held back and retained by the Builder and/or Contractor until the Union agrees to its' release, or until the Arbitrator issues their decision which addresses the frozen funds; provided however, that the total amount frozen by all Builders and Contractors shall be no greater than the total amount claimed by the Union to be owed. Once the total amount claimed has been held back or retained, the Union must forthwith notify all those who received Holdback Notices accordingly.
- (iv) A Contractor or Builder who has received a Holdback Notice, may pay the amount demanded by the Union to the Union in Trust until the Union and the Contractor agree to the distribution of such funds or any part thereof or until the Arbitrator issues their decision which addresses the funds so held. Where the payment that is the subject of a Holdback Notice has been made by the Builder or Contractor to the Union in Trust, the Builders or Contractors who have received the Holdback Notice will be advised by the Union that the Holdback Notice is no longer in effect.

6.02 If the Union agrees to release the frozen funds held by the Builder and/or Contractor, such release is without prejudice to the right of the Union to subsequently file another Holdback Notice and/or a Grievance over the same dispute.

6.03 A copy of the Holdback Notice, sent by the Union to the Builder(s) and/or Contractor(s), will be supplied to the Arbitrator hearing the matter and upon receiving such, the Arbitrator must address the issue of the frozen funds retained by the Builder(s), Contractor(s) and/or Union.

6.04 Any amounts subject to the Holdback shall first be applied to payment for the Arbitration, then to payment of any wages owing, and thereafter, to any other amounts owing, including benefits. The Holdback Mechanism is without prejudice to the provisions contained in the Collective Agreements, including any Lien or other statutory rights.

6.05 The Arbitrator, in the course of their decision, shall have the following powers relating to this Holdback Mechanism:

- (i) to direct a Builder and/or Contractor to release funds according to the Arbitrator's direction which may include payments to the Union, its' Trust Funds and/or any employee(s), or the Arbitrator;
- (ii) to direct that future amounts or part thereof payable by the Builder(s) and/or Contractor(s) to be re-directed to the Union, the Trust Funds, affected employee(s), and/or the Arbitrator;

- (iii) where more than one Builder and/or Contractor holds funds which have been frozen pursuant to these holdback provisions, the Arbitrator shall have the authority to apportion the amount of frozen funds which any one Builder and/or Contractor must re-direct and/or release and/or apportion the amount of future payments which must be directed and/or re-directed by the Builder(s) and/or Contractor(s) to the Union, the Trust Funds, affected employee(s), and/or the Arbitrator;
- (iv) where the Builder(s) and/or Contractor(s) have failed to comply with the provisions of the Holdback Notice outlined herein, the Arbitrator may direct payment of funds in the amounts listed in the Holdback Notice or in the amount that is deemed owing pursuant to the Arbitrator's decision;
- (v) to issue all orders and directions necessary to carry out the spirit and intent of these provisions.

ARTICLE 7 - MANAGEMENT GRIEVANCES - UNION GRIEVANCES

7.01 It is understood that the Employers, or any one of them through the Bureau, may file a Grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a Grievance and referred to Arbitration in the same way as a Grievance of an employee. Such Grievances shall be processed as set out in Article 4.03 and 4.04 hereof.

7.02 A Union Policy Grievance which is defined as an alleged violation of this Agreement concerning all or a number of the employees in the Bargaining Unit, in regard to which an individual employee could not grieve, or in regard to which a number of employees have signified an intention to grieve, may be brought forward, in writing, in accordance with Article 4.03 and 4.04 of the Grievance Procedure, and if it is not settled at this stage, it may ultimately go to a Board of Arbitration in the same manner as a Grievance of an employee.

ARTICLE 8 - LOCAL AREA SCHEDULES

8.01 Attached are Schedules setting out the hours of work together with Schedules summarizing the wages and benefits for:

1. Schedule "A1" for Oshawa, Whitby and Clarington;
2. Schedule "A2" for employees working in and out of Board Areas 9 and 10 (excluding Oshawa, Whitby, and Clarington); and

3. Schedule “A3” for employees working in and out of the City of Kingston;
4. Schedule “A4” for employees working in and out of Board Areas 11, 12, and 29 (other than the City of Kingston)

8.02 It is understood and agreed that when an employee covered by Schedule “A1” performs work in an area in which they do not regularly work, all terms and conditions of Schedule “A1” shall be maintained. When an employee covered by another Schedule performs work in an area in which they do not regularly work, all terms and conditions of their Schedule shall be maintained unless the employee is working in an OLRB Geographic Area where such terms and conditions are governed by another Schedule forming part of this Agreement which provides for more beneficial terms and conditions for the employee, in which case the more beneficial terms and conditions shall apply while they are in that area.

ARTICLE 9 - TRAVEL ALLOWANCE

9.01 Where an Employer requires an employee to be out of town overnight, then a room and board allowance shall be paid or provided to the employee.

9.02 The Employer shall pay a travel allowance of \$0.50 per kilometer to compensate employees required and authorized by the Employer to use their own vehicle for travelling within the site or from site to site. For clarity, this clause does not apply to employees who receive a per diem or are provided with a vehicle in accordance with Letter of Understanding No. 9.

9.03 No travelling expenses will be paid on jobs located within-“the Travel Free Zone” as defined herein. The Travel Fee Zone is defined as follows:

- (i) The Durham-Northumberland Free Travel Zone consists of Board Areas 9 and 10 as summarized on the map at Schedule “B1” and is applicable to employees working in and out of Board Area 9 and 10.
- (ii) The Peterborough Free Travel Zone consists of a geographic area of 50km radius measured from the Peterborough City Hall as summarized on the map at Schedule “B2” and is applicable to employees working in and out of Board Area 11.
- (iii) The Belleville Free Travel Zone consists of a geographic area of 50km radius measured from the Belleville City Hall as summarized on the map at Schedule “B3” and is applicable to employees working in and out of Board Area 12.
- (iv) The Kingston Free Zone consists of a geographic area of 50km radius measured from the Kingston City Hall but excluding any area in Prince Edward County or outside of Canada, as summarized on the map at

Schedule “B4” and is applicable to employees working in and out of Board Area 29.

9.04 Where an employee is sent to work outside of the Travel Free Zone as defined in 9.03, the Employer shall pay a minimum of an additional 30 minutes per day at straight time as a travel time allowance. Travel beyond 30 minutes from the border of the Free Zone shall be paid at actual travel time in quarter of an hour increments one way. Travel time allowance is in addition to the normal working day and does not count for the purpose of calculation of overtime but shall be subject to benefits and contributions.

ARTICLE 10 - UNION REPRESENTATIVE

10.01 It is agreed that a Union Steward may be appointed by the Union for each project operated by the Employer.

- (i) The Union shall be required to notify the Employer of the name of the Union Steward and the location of the project, in writing.
- (ii) It is further agreed that the Union Steward shall be one of the last two (2) employees retained by the Employer on the project providing that they are competent and capable of performing the remaining work.
- (iii) It is further agreed that the Union Steward will not be excluded from overtime work and that he shall not be discriminated for, or against.

10.02 The Union acknowledges that the Union Steward has regular duties to perform as an employee of the Employer. Union business will not be transacted during regular working hours.

10.03 The Business Representative of the Union shall have access to all working areas during working hours, but in no case shall their visit interfere with the progress of the work, when visiting a job, they will first advise and identify themselves to the Job Superintendent or other Supervisory Personnel of the Employer.

10.04 Subject to the rights of Union or Shop Stewards in the case of lay-offs as provided for in this Collective Agreement, a health and safety representative or a member of a joint health and safety committee shall be one of the last three (3) employees of the Employer retained on any job provided that they is competent and capable of performing the remaining work.

ARTICLE 11 - PRODUCTIVITY

11.01 The Union and the Employers recognize the mutual value of improving by all proper and reasonable means the productivity of the individual employees and both will undertake individually and jointly to promote such increases in productivity.

- 11.02 (a) During the lifetime of this Agreement, the Union agrees that there will be no strike, slowdown or picketing which will interfere with the regular schedule of work, and each Employer agrees that they will not cause a lockout. The Employers shall have the right to discharge or otherwise discipline employees who take part in, or instigate, any strike, slowdown or picketing, which interferes with the regular schedule of work.
- (b) The right to Honour Lawful Picket Lines - the employees or any Employer may refuse to cross a lawful picket line of the Union, Local 183, which has been placed at any project where the Employer is engaged and the Employer agrees that the refusal to cross such picket line shall not constitute an unlawful strike within the provisions of the Ontario *Labour Relations Act* or this Collective Agreement and the Employer agrees not to bring any proceedings of any kind or nature whatsoever against any person or the Union for such conduct. This Article shall only apply to such picket lines established by the Union against any contractor which continues to perform work on the project where the Employer is engaged.

11.03 As provided in the *Occupational Health & Safety Act*, Section 3(2), the Union agrees that their Members will not refuse to use or operate a machine, device or thing, or work in a place that has been declared safe following an investigation in accordance with Section 3.

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

ARTICLE 12 - SHELTER - SANITATION - SAFETY - TOOLS

12.01 The Employer will provide, as soon as site conditions permit, a separate, adequately-heated lunch room to be maintained in a sanitary condition.

The Employer will provide, as soon as site conditions permit, a separate, adequately-heated change area in which the employees may wash, change and store their clothing. This change area shall be:

- (a) securely locked when not in use;
- (b) insured against loss from fire or burglary to a maximum of five hundred dollars (\$500.00) with a minimum deductible of one hundred dollars (\$100.00).

12.02 The Employer will provide, as soon as site conditions permit, drinking water, paper cups, water scoop, paper towels and portable flush toilets.

12.03 The Employer will supply the employees with whatever tools are necessary to perform the job functions assigned. The Employer shall supply Construction Safety Association

(CSA) approved rubber boots and rainwear to all employees who are required to work during inclement weather and under abnormal conditions. The Union recognizes the right of the Employer to economically supervise the distribution of clothing provided and will co-operate with the Employer to prevent wasteful practice.

12.04 Every employee shall, as a condition of employment, be required to wear a safety helmet of a type approved by the CSA. The Employer agrees said helmet shall be supplied by them at no cost to the employee. If an employee, at termination of employment, does not return the said helmet, they shall be charged the cost.

12.05 A Safety Committee is to be established. This Committee will be composed of two (2) Members of the Union and two (2) Members of the Bureau. Safety Meetings, not to exceed one (1) per month, will be held and may be called by either party.

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

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

12.07 The Bureau will encourage its members and all other Employers for whom it bargains to ensure that all necessary, required and/or reasonable hooks, tie-ons and other safety devices are installed and in place to allow all members of Local 183 to attach and tie on their safety harnesses and/or straps whether such members are employed directly by the Employer or by a contractor and/or subcontractor working on the Employer's job site.

12.08 A Health and Safety Representation who is certified and on the Joint Health and Safety Committee will receive an extra \$0.30 per hour.

12.09 Every employee shall, as a condition of employment be required to obtain and maintain current all health and safety certificates and training mandated by the *Occupational Health and Safety Act* for the type of work performed or as mutually agreed to by the Union and the Employer and provided by the Lifelong Learning Centre.

12.10 If the Employer requires the employee to use a cell phone during the course of performing their duties, the Employer will provide one.

ARTICLE 13 - LAY-OFF

13.01 All members of the Union working in the Towns of Whitby and Oshawa shall be paid in accordance with "Schedule A - Article 4" of the Toronto Residential Construction Labour Bureau Collective Agreement for the duration of this Agreement.

13.02 All members of the Union who were working as of October 3rd, 2002 in Geographic Board Area Number Nine (9) (save and except the Towns of Whitby and Oshawa) for Employers that are signatory to this Collective Agreement shall be red circled and continue to be paid in accordance with “Schedule A - Article 4” of the Toronto Residential Construction Labour Bureau Collective Agreement for the duration of this Agreement.

13.03 It is agreed that the lay-off of employees shall not be done in a manner which is arbitrary, discriminatory or in bad faith and save and except as set out in Schedule “A” of this Collective Agreement with respect to the priority that such members will have over apprentices in situations concerning lay off.

13.04 An employee shall be deemed to be terminated if he:

- (i) fails to return to work upon termination of an authorized leave of absence, unless a reason satisfactory to the Employer is given.

ARTICLE 14 - REINSTATEMENT UPON RETURN FROM ABSENCE RESULTING FROM COMPENSATABLE ACCIDENT

14.01 An employee returning from absence resulting from a compensable accident encountered while performing their assigned duties during their employment with an Employer shall return to the job they held prior to such absence or if such job is not available, be re-employed at work generally similar to that which they last performed, if such work is available and they are medically able to perform the same, at the rate of pay prevailing for such job at the time of their return.

14.02 If the employee’s prior job is no longer available and similar work is not available, or the employee by re-entering the Classification causes an excess number of employees, the employee who has been with the Employer the least time in the Classification will be subject to lay-off.

14.03 An employee who returns to employment but who remains partially disabled and, therefore, unable to perform their usual duties and responsibilities, shall be re-employed by the Employer in a Classification in which he is medically able to perform the work thereof at the rate of pay prevailing for such job at the time of their return.

14.04 The above shall not apply if the injury is attributable solely to the willful misconduct or gross negligence of the employee.

ARTICLE 15 - INDUSTRY, UPGRADING AND RETRAINING

15.01 Industry Fund Contributions

The parties agree that members of the Bureau shall contribute the sum of fifty cents (\$0.50) per hour and non-members of the Bureau shall contribute seventy-

five cents (\$0.75) per hour for each hour worked by each employee covered by this Agreement which shall be remitted by them monthly to the Labourers' Local 183 Members' Training and Rehabilitation Fund together with a duly completed Employer's Contribution Report Form by the fifteenth (15th) day of the month following the month for which the payments are due which shall be paid to the Bureau or the Joint Residential Construction Association (as designated by the Bureau) as each Employer's contribution to the cost of negotiating and administering this Agreement.

ARTICLE 16 - LOCAL 183 MEMBERS' TRAINING FUND/INDUSTRY UPGRADING AND RETRAINING

16.01 The Employer shall contribute the sum of twenty cents (\$0.20) per hour for each hour worked by each employee covered by this Agreement to the Labourers' Local 183 Members' Training and Rehabilitation Fund together with a duly completed Employer's Contribution Report Form by the fifteenth (15th) day of the month following the month for which the payments are due.

16.02 It is understood that the purpose of the fund will be to establish a Training Programme in order to upgrade and improve the skills of Union Members.

16.03 The said Trust Fund shall be jointly Trusteed. The Bureau shall have the right to appoint one (1) Trustee on the Board of Trustees should they so desire.

16.04 Both parties agree to conduct an annual complete labour supply and training needs assessment. This assessment will be conducted in September of any year. The Parties agree that a sub-committee will be formed in order to conduct this assessment. This sub-committee will be made up of a total of six (6) persons. Each party will appoint three (3) members to the sub-committee annually. The assessment will identify training and recruitment needs for the upcoming year. Once these needs are identified the sub-committee will be responsible for developing, implementing and overseeing Training Centre Courses designed to meet these needs.

16.05 The Employer shall pay the special assessment or an increase in its industry fund contributions due pursuant to this Article if the Bureau notifies the Union and the Employer of the special assessment and/or increase in its industry fund contributions due pursuant to this Article at least sixty (60) days before the effective date of the special assessment or increase.

16.06 At the written request of the Bureau, the Union shall investigate and review work performed on a site for the purpose of checking how work traditionally performed under this Collective Agreement was performed to ensure that the industry fund provided for in this Article is remitted to the Bureau.

16.07 Where notice has been given to the Union under Article 16.06, an employer is required to provide to the Union all appropriate and required information related to the review / investigation.

**ARTICLE 17 - WELFARE, PENSION, TRAINING, MEMBER'S BENEFIT FUND,
LEGAL AND OTHER REMITTANCES**

**17.01 PENSION PLAN AND LABOURERS' CENTRAL AND EASTERN
CANADA ORGANIZING FUND (CECOF)**

- (a) Effective May 1, 2022 the Employer agrees to pay the sum of eight dollars and twenty-nine cents (\$8.29) per hour for each hour worked by employees coming within the Bargaining Unit of this Agreement into the Labourers' Pension Fund of Central and Eastern Canada.
- (b) Effective April 30, 2023 the Employer agrees to pay the sum of eight dollars and thirty-nine cents (\$8.39) per hour for each hour worked by employees coming within the Bargaining Unit of this Agreement into the Labourers' Pension Fund of Central and Eastern Canada.
- (c) Effective April 28, 2024 the Employer agrees to pay the sum of eight dollars and forty-nine cents (\$8.49) per hour for each hour worked by employees coming within the Bargaining Unit of this Agreement into the Labourers' Pension Fund of Central and Eastern Canada.
- (d) If the Labourers' Pension Fund of Central and Eastern Canada is unable to accept the contributions, including for employees over the age of 71 or working while also receiving a pension, then the Employer shall pay an equivalent amount into a non-pension fund as designated by Local 183 and/or the Pension Fund Administrator.

**17.02 LABOURERS' CENTRAL AND EASTERN CANADA ORGANIZING
FUND (CECOF)**

The Employer agrees to contribute the following amounts for each hour worked to the Central and Eastern Canada Organizing Fund (CECOF):

- (a) Effective May 1, 2022, the Employer shall pay twenty-five cents (\$0.25) for each hour worked;

17.03 Pension and CECOF contributions shall be sent to the Labourers' Pension Fund of Central and Eastern Canada, P.O. Box 9002, Lakeshore West PO, Oakville, Ontario, L6K 0G1. The Employer may remit both these contributions on one (1) monthly cheque. Payments into the Fund are to be made by the fifteenth (15th) day of the month following the month for which the hours were worked.

17.04 WELFARE

Effective May 1, 2022, the Employer agrees to pay three dollars and seventy-five cents (\$3.75) for each hour worked by each employee into Local 183 Members' Benefit Fund for the purpose of purchasing weekly indemnity, life insurance,

medical, dental coverage or similar benefits for the employees covered by this Agreement as set out below.

Effective April 30, 2023 the Employer agrees to pay three dollars and ninety cents (\$3.90) for each hour worked by each employee; and

Effective April 28, 2024 the Employer agrees to pay four dollars and five cents (\$4.05) for each hour worked by each employee.

17.05 LONG TERM CARE

- (a) The Employer agrees to pay the following amounts based on all hours earned into Local 183 Members' Benefit Fund for the purposes of purchasing benefits for Long Term Care.

Effective May 1, 2022 the sum of sixty cents (\$0.60) per hour;

- (b) Payments into the Fund are to be made by the fifteenth (15th) day of the month following the month for which the payment was made.

17.06 RETIREE BENEFITS

- (a) Effective May 1, 2022, the Employer agrees to pay the amount of one dollar and ten cents (\$1.10) per hour worked by each employee represented by Local 183 to the Labourers' Local 183 Retiree Benefit Trust Fund (the "Retiree Benefit Fund") for the purpose of purchasing benefits as contemplated by the Agreement and Declaration of Trust establishing the said Retiree Benefit Fund. Effective April 30, 2023, the Employer agrees to pay the amount of one dollar and twenty cents (\$1.20) per hour worked by each employee. Effective April 28, 2024, the Employer agrees to pay the amount of one dollar and thirty (\$1.30) per hour worked by each employee.

- (b) The Employer shall remit contributions to the Local 183 Members' Benefit Fund monthly, together with a duly completed Employers' Report Form by the fifteenth (15th) day of the month following the month for which the payment is due for payment to the said Retiree Benefit Fund.

17.07 PREPAID LEGAL PLAN

- (a) The Employer agrees to pay the sum of ten cents (\$0.10) for each hour worked by each employee represented by Local 183 to the Labourers' Local 183 Prepaid Legal Benefits Fund for the purpose of providing legal benefits to such employees and their beneficiaries.

- (b) The Employer shall remit contributions to the Labourers' Local 183 Prepaid Legal Benefit Fund monthly, together with a duly completed Employer's Contribution Report Form, by the fifteenth (15th) day of the month following the month for which the payment is due.

- (c) In the event that the Trustees of the Labourers' Local 183 Prepaid Legal Benefits Fund determine that the contribution is insufficient to finance the prepaid legal service benefits, then the parties agree to executive amendments to the Local 183 Members' Benefit Fund trust agreement to permit the transfer of a portion of the net income of the Local 183 Members' Benefit Fund to the Labourers' Local 183 Prepaid Legal Benefits Fund. No such transfer of the Local 183 Members' Benefit Fund income shall in any way impair the viability of the Local 183 Members' Benefit Fund.
- (d) The Local 183 Members' Benefit Fund shall make all necessary payments and cause to be filed all documentary requirements of the said Plan and the employees covered by this Agreement shall have no claim against the Employer in regard to that Plan.

17.08 **Ergonomics Training**

- (a) As a condition of employment, newly hired employees shall be required to attend and complete the Ergonomics Training Course offered by the Labourers' Local 183 Members' Training and Rehabilitation Fund. Any employees hired on Monday, Tuesday, or Wednesday must take the course no later than the following Saturday. Any employee hired on a Thursday or Friday must take the course no later than the second following Saturday.
- (b) Union Stewards shall be required to attend and complete the Ergonomics Training Course offered by Labourers' Local 183 Members' Training and Rehabilitation Fund.
- (c) The Union shall ensure that in issuing a referral slip under Article 2 the employee has taken the Ergonomics Training Course or that arrangements have been made to comply with (a) hereof.

ARTICLE 18 - SUNDAYS, STATUTORY HOLIDAYS, AND VACATION PAY

18.01 All work performed on Sundays and the following statutory holidays shall be paid for at the rate of double the employee's regular rate:

New Years Day	Canada Day
Family Day	Civic Holiday
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Labour Day	Boxing Day

18.02 Vacation Pay and Statutory Holiday Pay for all employees covered by this Agreement shall be paid at ten percent (10%) of gross wages earned.

18.03 Each Employer bound by this Agreement or a like agreement adopting in substance but not necessarily in precise form, the terms and conditions herein, shall pay Vacation and Statutory Holiday Pay at the rate of ten percent (10%) of gross earnings on behalf of each employee covered by this Agreement or such like agreement and remit same monthly to the Labourers' Local 183 Members' Vacation Pay Trust Fund together with a duly completed Employer's Contribution Report Form by the fifteenth (15th) day of the month following the month for which the payments are due.

It is understood and agreed that the said ten percent (10%) earnings is paid as both Vacation Pay and Statutory Holiday Pay. The terms of the Labourers' Local 183 Members' Holiday and Vacation Pay Trust Fund are set out in a separate trust document which is hereby made part of this Agreement. Payments from the said fund are to be made to the employees in the first two (2) weeks of June in each year.

18.04 Vacation periods shall be scheduled by mutual consent of the Employer and the employees. Vacation periods shall be limited to a maximum of three (3) weeks per calendar year, except every three (3) years the employee may be entitled to a leave of absence to a maximum of eight (8) weeks, provided that such a request is made in writing at least ninety (90) calendar days in advance of the commencement of the leave of absence requested.

The Employer shall provide a written reply to a written vacation request within five (5) working days.

ARTICLE 19 - DEEMED ASSIGNMENT OF COMPENSATION UNDER THE EMPLOYMENT STANDARDS AMENDMENT ACT, 1991

19.01 The Trustees of the Employee Benefit Plans referred to in this Collective Agreement or the Administrator on their behalf shall promptly notify the Union of the failure by an Employer to pay any Employee Benefit contributions required to be made under this Collective Agreement and which are owed under the said plans in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Regulations to the *Employment Standards Amendment Act, 1991* (as amended from time to time), in relation to the Employee Wage Protection Program.

ARTICLE 20 - DELINQUENCY

20.01 In the event that any contributions or deductions required to be made by this Agreement are received by the Union after the due date the Employer shall pay liquidated damages to the Union at the rate of two percent (2%) per month or fraction thereof (being the equivalent of twenty-four percent (24%) per annum calculated monthly not in advance) on the gross amount overdue.

ARTICLE 21 - DURATION OF AGREEMENT

21.01 This Agreement shall become effective the 1st day of May, 2022 and shall remain in effect until April 30, 2025 and shall continue in force from year to year thereafter unless either party shall furnish the other with Notice of Termination of, or proposed revision of, this Agreement, not more than one hundred and eighty (180) days and not less than ninety (90) days before April 30, 2025 or in a like period in any year thereafter.

Signed and dated at Vaughan this 1st day of May, 2022.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

FIL BELLO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

“ERRORS AND OMISSIONS EXCEPTED”!

SCHEDULE "A"

ARTICLE 1 - HOURS OF WORK AND OVERTIME

1.01 WORK DAY, WORK WEEK

The regular working day shall consist of nine (9) hours per day between the hours of 7:00 a.m. and 5:30 p.m. The regular work week shall consist of forty-four (44) hours per week, Monday to Friday inclusive.

For the period December 15 - April 15 the regular work week shall consist of six (6) days per week Monday - Saturday - forty-four (44) hours per week. However, the work day shall not exceed nine (9) hours per day.

1.02 SHIFT WORK

Nine (9) hours pay for eight (8) hours work will be paid if an employee is scheduled to work five (5) shifts per week if the majority of their shift is outside the 7:00 a.m. to 5:30 p.m. spread. Employees directed to start work after 1:00 p.m. shall be considered to be on Shift Work.

1.03 OVERTIME

The overtime rate for all work performed outside the regular working day and the regular working week, as specified in Articles 1, 1.01 and 1.02 above in Schedule "A", shall be paid for at the rate of time and one-half of the employee's current regular rate, save and except Sundays and statutory holidays. Overtime shall be on a voluntary and rotating basis provided the employee is capable of performing the work available.

1.04 REPORTING ALLOWANCE

An employee who reports for work at their regular reporting time at the Employer's shop or job site, unless directed not to report the previous day by their Employer, and for whom no work is available due to inclement weather, shall receive a minimum of one (1) hour reporting time. An employee who reports for work at their regular reporting time at the Employer's shop or site, unless directed not to report the previous day by their Employer, and for whom no work is available due to reasons other than inclement weather, shall receive a minimum of four (4) hours reporting time.

1.05 COFFEE AND LUNCH BREAKS

The employee will be allowed to have two (2) fifteen (15) minute coffee breaks, once during each half of their working day. Employees will be allowed one-half (1/2) hour lunch break between 12:00 noon and 1:00 p.m., except these limits may be suspended during periods of emergency.

ARTICLE 2 - PAYMENT OF WAGES

2.01 In the case of lay-off all employees will receive one (1) day notice in advance. When an employee quits or is dismissed the employee shall give, or be given, one (1) hour notice.

2.02 Whenever Unemployment Insurance Separation Certificates and pay cheques are not given to employees at the time of termination, they shall be sent by the Employer to the employee by registered letter to their last known address within forty-eight (48) hours from the time of termination, unless termination is voluntary, in which case they will receive them by their next regular pay period.

2.03 Payment of wages is to be made weekly for the work performed during the preceding work week. Payment is to be made by cash, cheque or direct deposit no later than mid-day Thursday of the week following the week during which the work was performed.

ARTICLE 3 - CLASSIFICATIONS AND WAGES

3.01 The classification and wages for employees covered by this Agreement (other than panel installers covered by Schedule "D" Panels and Schedule "E" Light Wood Framed Apartment Building) as set out in the following:

- (a) Schedule "A1" (Oshawa/Whitby/Clarington);
- (b) Schedule "A2" (Board Areas 9 and 10 excluding Oshawa, Whitby, and Clarington);
- (c) Schedule "A3" (City of Kingston); and
- (d) Schedule "A4" (Board Areas 11, 12, and that part of 29 other than the City of Kingston).

3.02 It is understood that:

- (a) The hourly rates in Schedule "A2" are 10% less than in Schedule "A1";
- (b) The hourly rates in Schedule "A3" are 10% less than in Schedule "A1"; and
- (c) The hourly rates in Schedule "A4" are 15% less than in Schedule "A1".

3.03 As per Article 12.08 a Health and Safety rep who is certified and on the Joint Health and Safety Committee will receive an additional \$0.30 per hour.

3.04 Handypersons/Servicepersons shall be paid five percent (5%) above the Labourers' Base Rate.

3.05 **WORKING FOREPERSON**

Working Foreperson shall be paid five percent (5%) above the Labourers' Base Rate.

3.06 **APPRENTICESHIP**

In anticipation of the approval, but not contingent upon the approval, of the creation of the Construction Craft Worker, the parties agree to establish a joint apprenticeship system by September 1, 2001. It is agreed that, upon the establishment of such a joint apprenticeship system, apprentices may be utilized to perform Bargaining Unit work in accordance with the following terms and conditions:

- (a) All current members of the Union will be grandfathered as journeyman labourers and will be considered as such by all Employers bound to this Agreement;
- (b) The ratio of journeyman to apprentices employed by an Employer at any given time will be not less than two (2) to one (1);
- (c) The schedule of rates of pay with respect to apprentices will be established by the Parties according to industry norms based upon a sliding scale percentage of the journeyman rate as the apprentice moves through the apprenticeship system;
- (d) The apprenticeship system, including hours to be worked at the various stages, wage rates and skills which must be acquired and all relevant courses which must be taken, all of which is to be in accordance with all relevant statutes and regulations (if in existence) and as amended from time to time, will be established by the parties and will be effective as of such dates as the parties may agree to, save and except that such dates may not be earlier than the effective date of this Collective Agreement;
- (e) All apprentices must be registered with the Union, and with the joint apprenticeship system which the parties have established, prior to commencing work. Further all apprentices must be in compliance with the terms of this Collective Agreement with respect to Union membership, save and except as such conditions may be amended with respect to apprentices. The status of apprentices will be confirmed at regular intervals to be agreed upon by the parties;
- (f) The parties further agree that prior to any persons being registered as an apprentice and being eligible for employment by employers bound by this Agreement as an apprentice, the completion of certain training courses may be required. The required training courses will be established by the parties and will be set out in the joint apprenticeship system;

- (g) Any person who is not registered as an apprentice shall receive the full journeyperson rate for the entire period of their employment prior to them becoming registered;
- (h) If the ratio with respect to journeyperson and apprentices is not complied with by any employer then all apprentices shall receive the full journeyperson rate for the relevant period of employment;
- (i) It is agreed that prior to laying off any journeyperson all apprentices will be laid off. It is further agreed that prior to registering or hiring any new apprentices, the employer will recall any apprentices on layoff providing that such apprentices are capable of performing the available work. The order of recall for an apprentice shall be at the discretion of the employer;
- (j) **Wages and Benefits**
All apprentices shall be paid in accordance with the Apprenticeship Schedule for Wages and Benefits. The starting rate of an apprentice shall be sixty percent (60%) of the hourly rate of the applicable classification. Benefits will be as set out in this Collective Agreement.

SCHEDULE "A1"

SUMMARY OF WAGES AND BENEFITS
TOWNS OF OSHAWA, WHITBY AND CLARINGTON

Labourer, Handyperson, Carpenter, and Foreperson Schedule

Group 1 - Labourer												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$36.25	\$3.62	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$54.36	3%	\$0.15	\$0.50	\$54.86
04/30/2023	\$37.47	\$3.75	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$56.06	3%	\$0.15	\$0.50	\$56.56
04/28/2024	\$38.70	\$3.87	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$57.76	3%	\$0.15	\$0.50	\$58.26

Group 1A – Handyperson 105% of Labourer Rate												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$38.06	\$3.81	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$56.36	3%	\$0.15	\$0.50	\$56.86
04/30/2023	\$39.34	\$3.93	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$58.11	3%	\$0.15	\$0.50	\$58.61
04/28/2024	\$40.64	\$4.06	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$59.89	3%	\$0.15	\$0.50	\$60.39

Group 2 - Carpenter												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$40.25	\$4.02	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$58.76	3%	\$0.15	\$0.50	\$59.26
04/30/2023	\$41.47	\$4.15	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$60.46	3%	\$0.15	\$0.50	\$60.96
04/28/2024	\$42.70	\$4.27	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$62.16	3%	\$0.15	\$0.50	\$62.66

Group 3 - Foreperson (105% of Labourer)												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$38.06	\$3.81	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$56.36	3%	\$0.15	\$0.50	\$56.86
04/30/2023	\$39.34	\$3.93	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$58.11	3%	\$0.15	\$0.50	\$58.61
04/28/2024	\$40.64	\$4.06	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$59.89	3%	\$0.15	\$0.50	\$60.39

Deductions from Wage →

Working Dues: 3% of Gross Hourly Wages

Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

APPRENTICESHIP SCHEDULE
TOWNS OF OSHAWA, WHITBY AND CLARINGTON

Apprentice 60% - 0 - 600 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$21.75	\$2.18	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$30.03	3%	\$0.15	\$0.50	\$30.53
04/30/2023	\$22.48	\$2.25	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$31.08	3%	\$0.15	\$0.50	\$31.58
04/28/2024	\$23.22	\$2.32	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$32.14	3%	\$0.15	\$0.50	\$32.64

Apprentice 70% - 601 to 1200 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$25.38	\$2.54	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$34.02	3%	\$0.15	\$0.50	\$34.52
04/30/2023	\$26.23	\$2.62	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$35.20	3%	\$0.15	\$0.50	\$35.70
04/28/2024	\$27.09	\$2.71	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$36.40	3%	\$0.15	\$0.50	\$36.90

Apprentice 80% - 1201 - 1800 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$29.00	\$2.90	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$46.39	3%	\$0.15	\$0.50	\$46.89
04/30/2023	\$29.98	\$3.00	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$47.82	3%	\$0.15	\$0.50	\$48.32
04/28/2024	\$30.96	\$3.10	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$49.25	3%	\$0.15	\$0.50	\$49.75

Apprentice 90% - 1801 - 2400 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$32.63	\$3.26	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$50.38	3%	\$0.15	\$0.50	\$50.88
04/30/2023	\$33.72	\$3.37	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$51.93	3%	\$0.15	\$0.50	\$52.43
04/28/2024	\$34.83	\$3.48	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$53.50	3%	\$0.15	\$0.50	\$54.00

Apprentice 100% - 2401 Hours & Beyond - Group 1 - Labourer												EMPLOYEE DEDUCTIONS				
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST	
05/01/2022	\$36.25	\$3.62	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$54.36	3%	\$0.15	\$0.50	\$54.86	
04/30/2023	\$37.47	\$3.75	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$56.06	3%	\$0.15	\$0.50	\$56.56	
04/28/2024	\$38.70	\$3.87	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$57.76	3%	\$0.15	\$0.50	\$58.26	

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

APPRENTICESHIP SCHEDULE HANDYPERSON / SERVICEPERSON
TOWNS OF OSHAWA, WHITBY AND CLARINGTON

Apprentice 60% - 0 - 600 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$22.84	\$2.28	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$31.22	3%	\$0.15	\$0.50	\$31.72
04/30/2023	\$23.61	\$2.36	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$32.32	3%	\$0.15	\$0.50	\$32.82
04/28/2024	\$24.38	\$2.44	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$33.42	3%	\$0.15	\$0.50	\$33.92

Apprentice 70% - 601 to 1200 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$26.64	\$2.66	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$35.40	3%	\$0.15	\$0.50	\$35.90
04/30/2023	\$27.54	\$2.75	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$36.64	3%	\$0.15	\$0.50	\$37.14
04/28/2024	\$28.44	\$2.84	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$37.88	3%	\$0.15	\$0.50	\$38.38

Apprentice 80% - 1201 - 1800 Hours												EMPLOYEE DEDUCTIONS				
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST	
05/01/2022	\$30.45	\$3.05	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$47.99	3%	\$0.15	\$0.50	\$48.49	
04/30/2023	\$31.47	\$3.15	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$49.46	3%	\$0.15	\$0.50	\$49.96	
04/28/2024	\$32.51	\$3.25	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$50.95	3%	\$0.15	\$0.50	\$51.45	

Apprentice 90% - 1801 - 2400 Hours												EMPLOYEE DEDUCTIONS				
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST	
05/01/2022	\$34.26	\$3.43	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$52.18	3%	\$0.15	\$0.50	\$52.68	
04/30/2023	\$35.41	\$3.54	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$53.79	3%	\$0.15	\$0.50	\$54.29	
04/28/2024	\$36.57	\$3.66	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$55.42	3%	\$0.15	\$0.50	\$55.92	

Apprentice 100% - 2401 Hours & Beyond - Group 1A - Handypersons/Servicepersons												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$38.06	\$3.81	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$56.36	3%	\$0.15	\$0.50	\$56.86
04/30/2023	\$39.34	\$3.93	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$58.11	3%	\$0.15	\$0.50	\$58.61
04/28/2024	\$40.64	\$4.06	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$59.89	3%	\$0.15	\$0.50	\$60.39

Deductions from Wage →

Working Dues: 3% of Gross Hourly Wages

Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

SCHEDULE “A2”

SUMMARY OF WAGES AND BENEFITS
EMPLOYEES WORKING IN AND OUT OF BOARD AREAS 9 AND 10
(EXCLUDING THE TOWNS OF OSHAWA, WHITBY AND CLARINGTON)

Labourer, Handyperson, Carpenter, and Foreperson Schedule

Group 1 - Labourer												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$32.63	\$3.26	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$50.38	3%	\$0.15	\$0.50	\$50.88
04/30/2023	\$33.72	\$3.37	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$51.93	3%	\$0.15	\$0.50	\$52.43
04/28/2024	\$34.83	\$3.48	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$53.50	3%	\$0.15	\$0.50	\$54.00

Group 1A – Handyperson 105% of Labourer Rate												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$34.26	\$3.43	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$52.18	3%	\$0.15	\$0.50	\$52.68
04/30/2023	\$35.41	\$3.54	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$53.79	3%	\$0.15	\$0.50	\$54.29
04/28/2024	\$36.57	\$3.66	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$55.42	3%	\$0.15	\$0.50	\$55.92

Group 2 - Carpenter												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$36.23	\$3.62	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$54.34	3%	\$0.15	\$0.50	\$54.84
04/30/2023	\$37.32	\$3.73	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$55.89	3%	\$0.15	\$0.50	\$56.39
04/28/2024	\$38.43	\$3.84	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$57.46	3%	\$0.15	\$0.50	\$57.96

Group 3 - Foreperson (105% of Labourer)												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$34.26	\$3.43	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$52.18	3%	\$0.15	\$0.50	\$52.68
04/30/2023	\$35.41	\$3.54	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$53.79	3%	\$0.15	\$0.50	\$54.29
04/28/2024	\$36.57	\$3.66	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$55.42	3%	\$0.15	\$0.50	\$55.92

Deductions from Wage →

Working Dues: 3% of Gross Hourly Wages

Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

APPRENTICESHIP SCHEDULE – LABOURER
EMPLOYEES WORKING IN AND OUT OF BOARD AREAS 9 AND 10
(EXCLUDING THE TOWNS OF OSHAWA, WHITBY AND CLARINGTON)

Apprentice 60% - 0 - 600 Hours												EMPLOYEE DEDUCTIONS				
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST	
05/01/2022	\$19.58	\$1.96	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$27.64	3%	\$0.15	\$0.50	\$28.14	
04/30/2023	\$20.23	\$2.02	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$28.60	3%	\$0.15	\$0.50	\$29.10	
04/28/2024	\$20.90	\$2.09	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$29.59	3%	\$0.15	\$0.50	\$30.09	

Apprentice 70% - 601 to 1200 Hours												EMPLOYEE DEDUCTIONS				
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST	
05/01/2022	\$22.84	\$2.28	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$31.22	3%	\$0.15	\$0.50	\$31.72	
04/30/2023	\$23.61	\$2.36	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$32.32	3%	\$0.15	\$0.50	\$32.82	
04/28/2024	\$24.38	\$2.44	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$33.42	3%	\$0.15	\$0.50	\$33.92	

Apprentice 80% - 1201 - 1800 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$26.10	\$2.61	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$43.20	3%	\$0.15	\$0.50	\$43.70
04/30/2023	\$26.98	\$2.70	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$44.52	3%	\$0.15	\$0.50	\$45.02
04/28/2024	\$27.86	\$2.79	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$45.84	3%	\$0.15	\$0.50	\$46.34

Apprentice 90% - 1801 - 2400 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$29.36	\$2.94	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$46.79	3%	\$0.15	\$0.50	\$47.29
04/30/2023	\$30.35	\$3.04	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$48.23	3%	\$0.15	\$0.50	\$48.73
04/28/2024	\$31.35	\$3.14	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$49.68	3%	\$0.15	\$0.50	\$50.18

Apprentice 100% - 2401 Hours & Beyond - Group 1 – Labourer												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$32.63	\$3.26	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$50.38	3%	\$0.15	\$0.50	\$50.88
04/30/2023	\$33.72	\$3.37	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$51.93	3%	\$0.15	\$0.50	\$52.43
04/28/2024	\$34.83	\$3.48	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$53.50	3%	\$0.15	\$0.50	\$54.00

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

APPRENTICESHIP SCHEDULE - HANDYPERSON / SERVICEPERSON
EMPLOYEES WORKING IN AND OUT OF BOARD AREAS 9 AND 10
(EXCLUDING THE TOWNS OF OSHAWA, WHITBY AND CLARINGTON)

Apprentice 60% - 0 - 600 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$20.56	\$2.06	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$28.72	3%	\$0.15	\$0.50	\$29.22
04/30/2023	\$21.25	\$2.13	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$29.73	3%	\$0.15	\$0.50	\$30.23
04/28/2024	\$21.94	\$2.19	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$30.73	3%	\$0.15	\$0.50	\$31.23

Apprentice 70% - 601 to 1200 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$23.98	\$2.40	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$32.48	3%	\$0.15	\$0.50	\$32.98
04/30/2023	\$24.79	\$2.48	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$33.62	3%	\$0.15	\$0.50	\$34.12
04/28/2024	\$25.60	\$2.56	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$34.76	3%	\$0.15	\$0.50	\$35.26

Apprentice 80% - 1201 - 1800 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$27.41	\$2.74	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$44.64	3%	\$0.15	\$0.50	\$45.14
04/30/2023	\$28.33	\$2.83	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$46.00	3%	\$0.15	\$0.50	\$46.50
04/28/2024	\$29.26	\$2.93	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$47.38	3%	\$0.15	\$0.50	\$47.88

Apprentice 90% - 1801 - 2400 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$30.83	\$3.08	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$48.40	3%	\$0.15	\$0.50	\$48.90
04/30/2023	\$31.87	\$3.19	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$49.90	3%	\$0.15	\$0.50	\$50.40
04/28/2024	\$32.91	\$3.29	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$51.39	3%	\$0.15	\$0.50	\$51.89

Apprentice 100% - 2401 Hours & Beyond - Group 1A - Handypersons/Servicepersons												EMPLOYEE DEDUCTIONS				
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST	
05/01/2022	\$34.26	\$3.43	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$52.18	3%	\$0.15	\$0.50	\$52.68	
04/30/2023	\$35.41	\$3.54	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$53.79	3%	\$0.15	\$0.50	\$54.29	
04/28/2024	\$36.57	\$3.66	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$55.42	3%	\$0.15	\$0.50	\$55.92	

Deductions from Wage →

Working Dues: 3% of Gross Hourly Wages

Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

SCHEDULE "A3"

SUMMARY OF WAGES AND BENEFITS EMPLOYEES WORKING IN AND OUT OF THE CITY OF KINGSTON

Labourer, Handyperson, Carpenter, and Foreperson Schedule

Group 1 - Labourer												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$32.63	\$3.26	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$50.38	3%	\$0.15	\$0.50	\$50.88
04/30/2023	\$33.72	\$3.37	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$51.93	3%	\$0.15	\$0.50	\$52.43
04/28/2024	\$34.83	\$3.48	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$53.50	3%	\$0.15	\$0.50	\$54.00

Group 1A – Handyperson 105% of Labourer Rate												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$34.26	\$3.43	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$52.18	3%	\$0.15	\$0.50	\$52.68
04/30/2023	\$35.41	\$3.54	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$53.79	3%	\$0.15	\$0.50	\$54.29
04/28/2024	\$36.57	\$3.66	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$55.42	3%	\$0.15	\$0.50	\$55.92

Group 2 - Carpenter												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$36.23	\$3.62	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$54.34	3%	\$0.15	\$0.50	\$54.84
04/30/2023	\$37.32	\$3.73	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$55.89	3%	\$0.15	\$0.50	\$56.39
04/28/2024	\$38.43	\$3.84	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$57.46	3%	\$0.15	\$0.50	\$57.96

Group 3 - Foreperson (105% of Labourer)												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$34.26	\$3.43	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$52.18	3%	\$0.15	\$0.50	\$52.68
04/30/2023	\$35.41	\$3.54	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$53.79	3%	\$0.15	\$0.50	\$54.29
04/28/2024	\$36.57	\$3.66	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$55.42	3%	\$0.15	\$0.50	\$55.92

Deductions from Wage →

Working Dues: 3% of Gross Hourly Wages

Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

APPRENTICESHIP SCHEDULE
EMPLOYEES WORKING IN AND OUT OF THE CITY OF KINGSTON

Apprentice 60% - 0 - 600 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$19.58	\$1.96	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$27.64	3%	\$0.15	\$0.50	\$28.14
04/30/2023	\$20.23	\$2.02	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$28.60	3%	\$0.15	\$0.50	\$29.10
04/28/2024	\$20.90	\$2.09	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$29.59	3%	\$0.15	\$0.50	\$30.09

Apprentice 70% - 601 to 1200 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$22.84	\$2.28	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$31.22	3%	\$0.15	\$0.50	\$31.72
04/30/2023	\$23.61	\$2.36	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$32.32	3%	\$0.15	\$0.50	\$32.82
04/28/2024	\$24.38	\$2.44	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$33.42	3%	\$0.15	\$0.50	\$33.92

Apprentice 80% - 1201 - 1800 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$26.10	\$2.61	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$43.20	3%	\$0.15	\$0.50	\$43.70
04/30/2023	\$26.98	\$2.70	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$44.52	3%	\$0.15	\$0.50	\$45.02
04/28/2024	\$27.86	\$2.79	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$45.84	3%	\$0.15	\$0.50	\$46.34

Apprentice 90% - 1801 - 2400 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$29.36	\$2.94	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$46.79	3%	\$0.15	\$0.50	\$47.29
04/30/2023	\$30.35	\$3.04	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$48.23	3%	\$0.15	\$0.50	\$48.73
04/28/2024	\$31.35	\$3.14	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$49.68	3%	\$0.15	\$0.50	\$50.18

Apprentice 100% - 2401 Hours & Beyond - Group 1 - Labourer												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$32.63	\$3.26	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$50.38	3%	\$0.15	\$0.50	\$50.88
04/30/2023	\$33.72	\$3.37	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$51.93	3%	\$0.15	\$0.50	\$52.43
04/28/2024	\$34.83	\$3.48	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$53.50	3%	\$0.15	\$0.50	\$54.00

Deductions from Wage →

Working Dues: 3% of Gross Hourly Wages

Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

APPRENTICESHIP SCHEDULE- HANDYPERSON/SERVICEPERSON
EMPLOYEES WORKING IN AND OUT OF THE CITY OF KINGSTON

Apprentice 60% - 0 - 600 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$20.56	\$2.06	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$28.72	3%	\$0.15	\$0.50	\$29.22
04/30/2023	\$21.25	\$2.13	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$29.73	3%	\$0.15	\$0.50	\$30.23
04/28/2024	\$21.94	\$2.19	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$30.73	3%	\$0.15	\$0.50	\$31.23

Apprentice 70% - 601 to 1200 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$23.98	\$2.40	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$32.48	3%	\$0.15	\$0.50	\$32.98
04/30/2023	\$24.79	\$2.48	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$33.62	3%	\$0.15	\$0.50	\$34.12
04/28/2024	\$25.60	\$2.56	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$34.76	3%	\$0.15	\$0.50	\$35.26

Apprentice 80% - 1201 - 1800 Hours												EMPLOYEE DEDUCTIONS				
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST	
05/01/2022	\$27.41	\$2.74	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$44.64	3%	\$0.15	\$0.50	\$45.14	
04/30/2023	\$28.33	\$2.83	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$46.00	3%	\$0.15	\$0.50	\$46.50	
04/28/2024	\$29.26	\$2.93	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$47.38	3%	\$0.15	\$0.50	\$47.88	

Apprentice 90% - 1801 - 2400 Hours												EMPLOYEE DEDUCTIONS				
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST	
05/01/2022	\$30.83	\$3.08	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$48.40	3%	\$0.15	\$0.50	\$48.90	
04/30/2023	\$31.87	\$3.19	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$49.90	3%	\$0.15	\$0.50	\$50.40	
04/28/2024	\$32.91	\$3.29	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$51.39	3%	\$0.15	\$0.50	\$51.89	

Apprentice 100% - 2401 Hours & Beyond - Group 1A - Handypersons/Servicepersons												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$34.26	\$3.43	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$52.18	3%	\$0.15	\$0.50	\$52.68
04/30/2023	\$35.41	\$3.54	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$53.79	3%	\$0.15	\$0.50	\$54.29
04/28/2024	\$36.57	\$3.66	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$55.42	3%	\$0.15	\$0.50	\$55.92

Deductions from Wage →

Working Dues: 3% of Gross Hourly Wages

Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau**

SCHEDULE "A4"

SUMMARY OF WAGES AND BENEFITS
BOARD AREAS 11, 12, AND THAT PART OF 29 OTHER THAN THE CITY OF KINGSTON

Labourer, Handyperson, Carpenter, and Foreperson Schedule

Group 1 - Labourer												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$30.81	\$3.08	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$48.38	3%	\$0.15	\$0.50	\$48.88
04/30/2023	\$31.85	\$3.19	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$49.88	3%	\$0.15	\$0.50	\$50.38
04/28/2024	\$32.90	\$3.29	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$51.38	3%	\$0.15	\$0.50	\$51.88

Group 1A – Handyperson 105% of Labourer Rate												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$32.35	\$3.24	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$50.08	3%	\$0.15	\$0.50	\$50.58
04/30/2023	\$33.44	\$3.34	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$51.62	3%	\$0.15	\$0.50	\$52.12
04/28/2024	\$34.54	\$3.45	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$53.18	3%	\$0.15	\$0.50	\$53.68

Group 2 - Carpenter												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$34.21	\$3.42	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$52.12	3%	\$0.15	\$0.50	\$52.62
04/30/2023	\$35.25	\$3.53	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$53.62	3%	\$0.15	\$0.50	\$54.12
04/28/2024	\$36.30	\$3.63	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$55.12	3%	\$0.15	\$0.50	\$55.62

Group 3 - Foreperson (105% of Labourer)												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$32.35	\$3.24	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$50.08	3%	\$0.15	\$0.50	\$50.58
04/30/2023	\$33.44	\$3.34	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$51.62	3%	\$0.15	\$0.50	\$52.12
04/28/2024	\$34.54	\$3.45	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$53.18	3%	\$0.15	\$0.50	\$53.68

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau**

****Note: Hourly employees working in and out of Board Area 11 shall be 15% less than Schedule “A1”. Employees being paid above these rates shall receive 60% of the hourly rate increase on May 1st in addition to their current rates (i.e., for every \$1.00 increase to wage rates, red-circled individuals will receive a \$0.60 increase).**

APPRENTICESHIP SCHEDULE
BOARD AREAS 11, 12, AND THAT PART OF 29 OTHER THAN THE CITY OF KINGSTON

Apprentice 60% - 0 - 600 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$18.49	\$1.85	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$26.44	3%	\$0.15	\$0.50	\$26.94
04/30/2023	\$19.11	\$1.91	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$27.37	3%	\$0.15	\$0.50	\$27.87
04/28/2024	\$19.74	\$1.97	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$28.31	3%	\$0.15	\$0.50	\$28.81

Apprentice 70% - 601 to 1200 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$21.57	\$2.16	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$29.83	3%	\$0.15	\$0.50	\$30.33
04/30/2023	\$22.29	\$2.23	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$30.87	3%	\$0.15	\$0.50	\$31.37
04/28/2024	\$23.03	\$2.30	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$31.93	3%	\$0.15	\$0.50	\$32.43

Apprentice 80% - 1201 - 1800 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$24.65	\$2.47	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$41.61	3%	\$0.15	\$0.50	\$42.11
04/30/2023	\$25.48	\$2.55	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$42.87	3%	\$0.15	\$0.50	\$43.37
04/28/2024	\$26.32	\$2.63	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$44.14	3%	\$0.15	\$0.50	\$44.64

Apprentice 90% - 1801 - 2400 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$27.73	\$2.77	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$44.99	3%	\$0.15	\$0.50	\$45.49
04/30/2023	\$28.66	\$2.87	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$46.37	3%	\$0.15	\$0.50	\$46.87
04/28/2024	\$29.61	\$2.96	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$47.76	3%	\$0.15	\$0.50	\$48.26

Apprentice 100% - 2401 Hours & Beyond - Group 1 – Labourer												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$30.81	\$3.08	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$48.38	3%	\$0.15	\$0.50	\$48.88
04/30/2023	\$31.85	\$3.19	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$49.88	3%	\$0.15	\$0.50	\$50.38
04/28/2024	\$32.90	\$3.29	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$51.38	3%	\$0.15	\$0.50	\$51.88

Deductions from Wage →

Working Dues: 3% of Gross Hourly Wages

Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau**

****Note: Hourly employees working in and out of Board Area 11 shall be 15% less than Schedule “A1”. Employees being paid above these rates shall receive 60% of the hourly rate increase on May 1st in addition to their current rates (i.e., for every \$1.00 increase to wage rates, red-circled individuals will receive a \$0.60 increase).**

APPRENTICESHIP SCHEDULE – HANDYPERSON/SERVICEPERSON
BOARD AREAS 11, 12, AND THAT PART OF 29 OTHER THAN THE CITY OF KINGSTON

Apprentice 60% - 0 - 600 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$19.41	\$1.94	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$27.45	3%	\$0.15	\$0.50	\$27.95
04/30/2023	\$20.07	\$2.01	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$28.43	3%	\$0.15	\$0.50	\$28.93
04/28/2024	\$20.72	\$2.07	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$29.39	3%	\$0.15	\$0.50	\$29.89

Apprentice 70% - 601 to 1200 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$22.65	\$2.27	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$31.02	3%	\$0.15	\$0.50	\$31.52
04/30/2023	\$23.41	\$2.34	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$32.10	3%	\$0.15	\$0.50	\$32.60
04/28/2024	\$24.18	\$2.42	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$33.20	3%	\$0.15	\$0.50	\$33.70

Apprentice 80% - 1201 - 1800 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$25.88	\$2.59	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$42.96	3%	\$0.15	\$0.50	\$43.46
04/30/2023	\$26.75	\$2.68	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$44.27	3%	\$0.15	\$0.50	\$44.77
04/28/2024	\$27.63	\$2.76	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$45.58	3%	\$0.15	\$0.50	\$46.08

Apprentice 90% - 1801 - 2400 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$29.12	\$2.91	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$46.52	3%	\$0.15	\$0.50	\$47.02
04/30/2023	\$30.10	\$3.01	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$47.95	3%	\$0.15	\$0.50	\$48.45
04/28/2024	\$31.09	\$3.11	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$49.39	3%	\$0.15	\$0.50	\$49.89

Apprentice 100% - 2401 Hours & Beyond - Group 1A - Handypersons/Servicepersons												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$32.35	\$3.24	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$50.08	3%	\$0.15	\$0.50	\$50.58
04/30/2023	\$33.44	\$3.34	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$51.62	3%	\$0.15	\$0.50	\$52.12
04/28/2024	\$34.54	\$3.45	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$53.18	3%	\$0.15	\$0.50	\$53.68

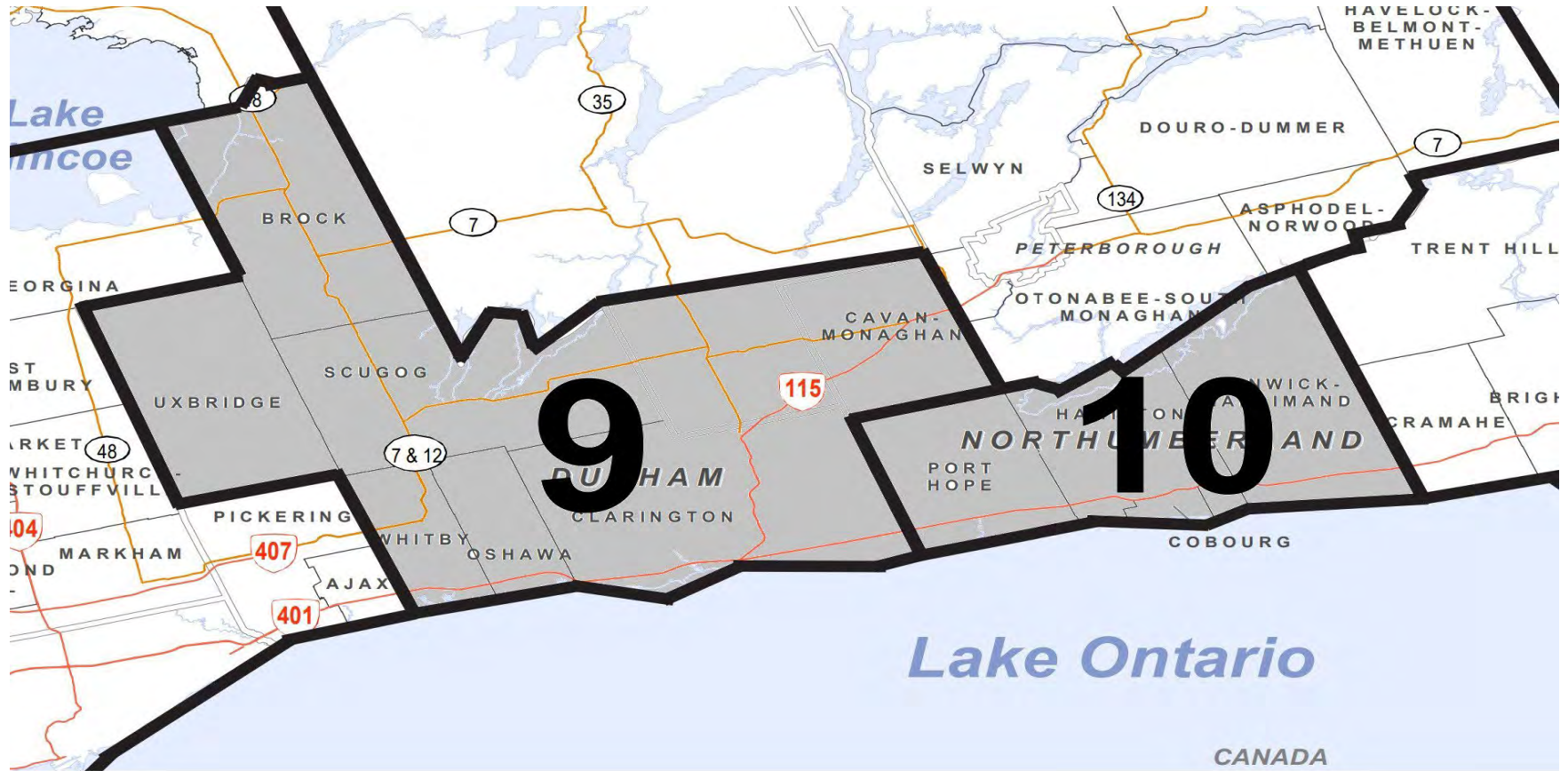
Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau**

****Note: Hourly employees working in and out of Board Area 11 shall be 15% less than Schedule “A1”. Employees being paid above these rates shall receive 60% of the hourly rate increase on May 1st in addition to their current rates (i.e., for every \$1.00 increase to wage rates, red-circled individuals will receive a \$0.60 increase).**

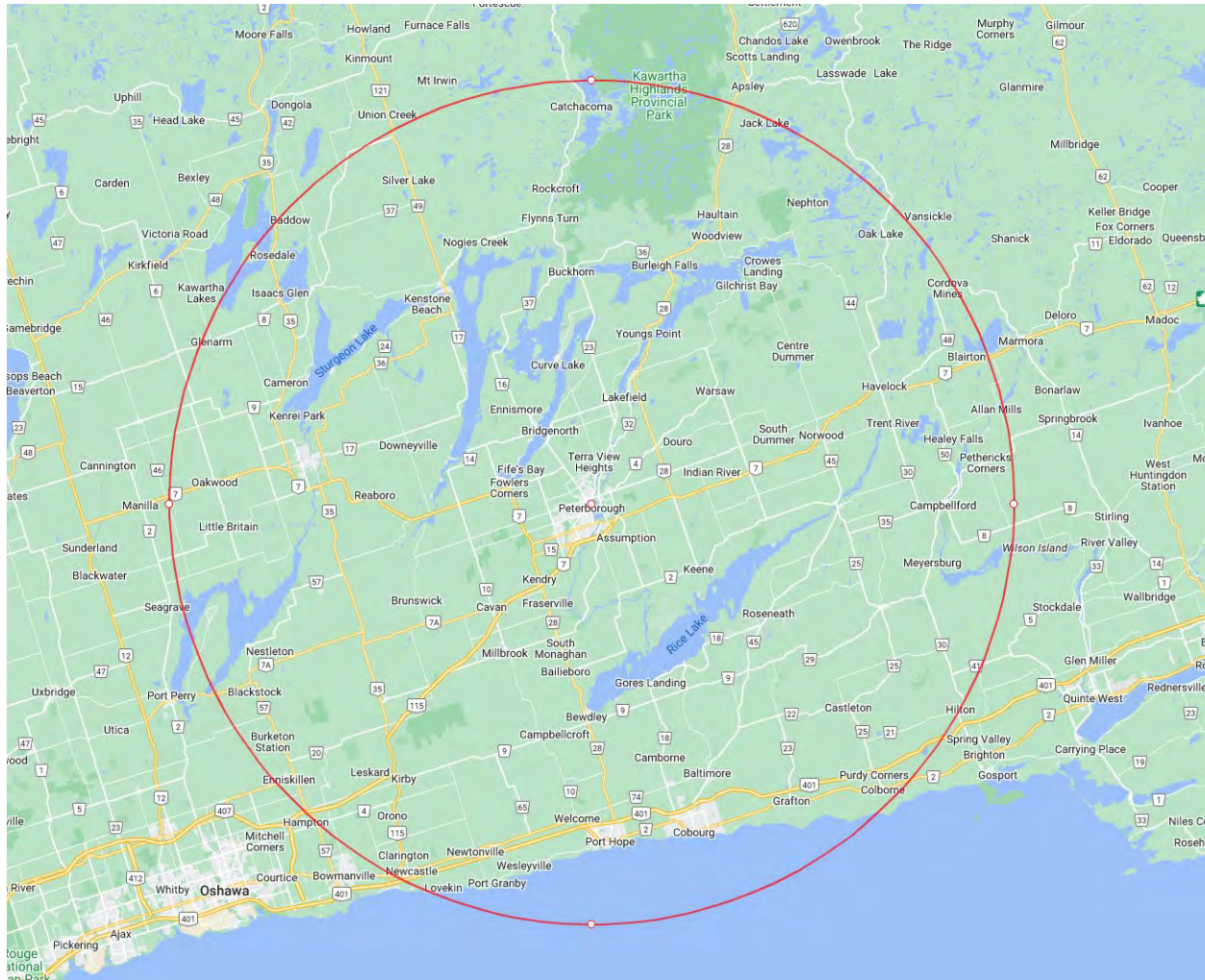
SCHEDULE "B1"

DURHAM-NORTHUMBERLAND FREE TRAVEL ZONE



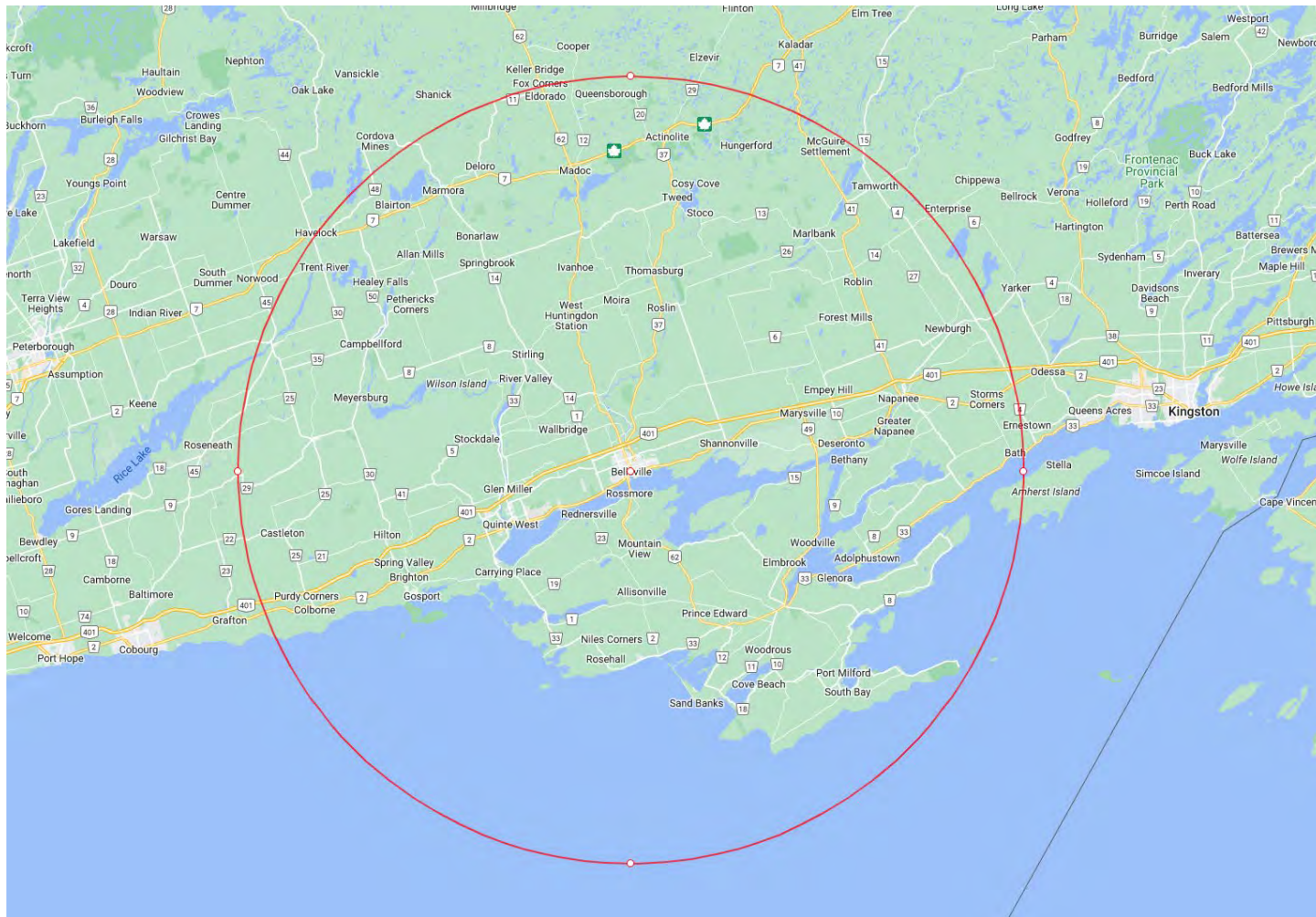
SCHEDULE "B2"
PETERBOROUGH FREE TRAVEL ZONE

Geographic Area of 50 km radius measured from Peterborough City Hall



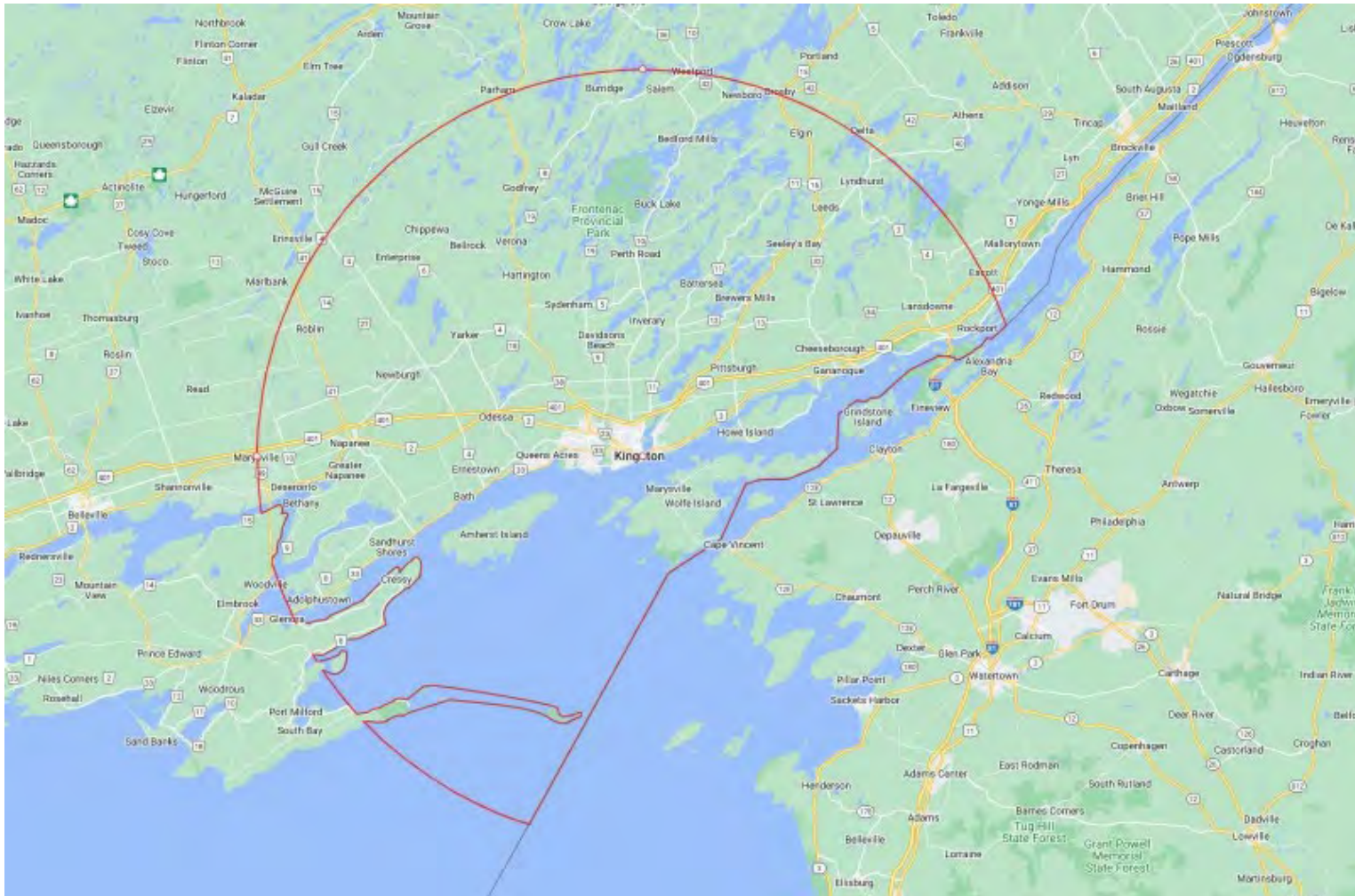
SCHEDULE "B3"
BELLEVILLE FREE TRAVEL ZONE

Geographic Area of 50 km radius measured from Belleville City Hall



**SCHEDULE “B4”
KINGSTON FREE TRAVEL ZONE**

**Geographic Area of 50 km radius measured from the Kingston City Hall,
but excluding any area in Prince Edward County or outside of Canada**



SCHEDULE “C”

CROSS-OVER COLLECTIVE AGREEMENTS

- A. **“The Bricklaying Agreement”** being a Collective Agreement between the Masonry Contractors’ Association of Toronto Inc. and Masonry Council of Unions Toronto and Vicinity and its members; Bricklayers, Masons Independent Union of Canada, Local 1 and Universal Workers Union, L.I.U.N.A. Local 183.
- B. **“The Residential Housing Carpentry & Framing Agreement”** being a Collective Agreement between The Residential Framing Contractors’ Association of Metropolitan Toronto and Vicinity Inc. and the Union.
- C. **“The Concrete and Drain Agreement”** being a Collective Agreement between the Ontario Concrete and Drain Contractors’ Association and the Union.
- D. **“The House Basements Agreement”** being a Collective Agreement between The Residential Low-Rise Forming Contractors’ Association of Metropolitan Toronto and Vicinity and the Union.

**SCHEDULE "D" — ONSITE INSTALLATION OF PANELIZED OR
PRE-FABRICATED FLOOR, WALL AND ROOF COMPONENTS**

Note: This Schedule does not apply to Light Wood Framed Apartment Buildings (see Schedule "E")

The parties agree that the onsite installations of panelized or pre-fabricated floor, wall and roof components are covered by this collective agreement.

1. (a) The parties agree that in addition to the geographic areas referred to in Article 1.01(a) of the Collective Agreement, the Collective Agreement applies to the on-site installation of panelized or prefabricated floor, wall and roof components and the operation of any equipment involved in the installation and/or clean-up of panelized or prefabricated floor, wall and roof components where such work is performed in Board Areas 7, 8, 9, 10, 11, 12, 18, 27 and 29. Board Area 26 will also be covered, but only when the onsite installation of panelized or pre-fabricated floor, wall and roof components is being compensated on a piecework basis.
- (b) A panelized or prefabricated floor, wall or roof component shall be defined as including the on-site installation of the following:
 - (i) Air Barrier wrap at perimeter headers/rim joists, where applicable;
 - (ii) One staircase landings per floor (when panelized);
 - (iii) Conventional framing fill-in for garage door openings to accommodate grade conditions
2. The Employer shall supply a crane, boom truck, or rotating telescopic boom for the installation of floor panels, roof panels, and exterior walls in excess of ten (10) feet long with sheathing. It is understood that in no circumstances will a pieceworker or employee be directed to manually lift any floor panel, or any roof panel, or an exterior wall in excess of 10 feet with sheathing.
3. The parties agree that Schedule "B" and any other provisions referencing pieceworkers of the RFCA Agreement is hereby incorporated into this Schedule "C" but shall be modified to reflect that in this Schedule those provisions shall apply only to the on-site installation of panels and shall be modified further as follows and as set out in the attached "Schedule for Panel Rates".
 - (a) Schedule "B", Article 4.04 of the RFCA Agreement, shall be modified as applicable to provide that the square footage pieceworker rates for panels, excluding all work in connection with the roof as set out in the subparagraphs below, shall be fifty percent (50%) of the stick frame rates currently set out in Schedule "B" of the RFCA Agreement (without glue: minus \$0.13) of this Agreement where stick frame has been replaced by the

panels (i.e. above the first floor sill plate and below the top plate of the top floor and excluding, *inter alia*, walk outs, knee walls and bearing walls in the basement and other items listed in Schedule "B" of the RFCA Agreement as being in addition to the base rate, which shall be compensated for as set out in Schedule "B"). See attached schedule for the breakdown of panel rates.

(b) For all two-storey Houses, Townhouses, and Semi-Detached Houses, thirty-three percent (33%) of the square footage rates for "Houses, Townhouses, and Semi-Detached Houses" shall be attributed to the roof and the deduction from the square footage rates set out in subparagraph (a) above shall be applicable to the remaining sixty seven percent (67%) of the rates set out in Article 4.04 of the RFCA Agreement.

(c) For all three-storey Houses, Townhouses, Semi-Detached Houses, and Stacked Units thirty percent (30%) of the square footage rates for "Houses, Townhouses, Semi-Detached Houses and Stacked Units*" shall be attributed to the roof and the deduction from the square footage rates set out in subparagraph (a) above shall be applicable to the remaining seventy percent (70%) of the rates set out in Article 4.04 of the RFCA Agreement.

(d) For all bungalows, forty-five percent (45%) of the square footage rates for "Bungalows" shall be attributed to the roof and the deduction from the square footage rates set out in subparagraph (a) above shall be applicable to the remaining fifty-five percent (55%) of the square footage rates set out in Article 4.04 of the RFCA Agreement.

(e) For Garages and Exposed Attached Garages, forty-nine percent (49%) of the square footage rates for "Garages and Exposed Attached Garages" shall be attributed to the roof. The square footage pieceworker rates for panels in respect of garages and exposed attached garages, excluding all work in connection with the roof, shall be forty-five percent (45%) of the stick frame rates currently set out in Schedule "B" of the Agreement where stick frame has been replaced by the panels as set out above. This deduction from the square footage rates shall therefore be applicable to the fifty-one percent (51%) of the applicable square footage rates set out in Schedule "B" Article 4.08 APPENDIX "A"(6) of the RFCA Agreement.

(f) For the purpose of clarity, all other rates, extras and negotiable extras shall remain as in the Agreement including but not limited to triple garages and detached garages. The following additional Extras shall also apply:

(i) A double sill plate at the foundation level and all necessary work to receive the first floor shall be paid per unit as follows:

* For purposes of clarity only, references to "stacked units" in the collective agreement are subject to the definition of "low-rise housing" in Article 1.01(b) thereof.

Double Sill Plate At The Foundation Level	May 1, 2022	May 1, 2023	May 1, 2024
Less than 1600 sq ft	\$75.00	\$80.00	\$85.00
1600 to 2400 sq ft	\$90.00	\$95.00	\$100.00
Over 2400 sq ft	\$120.00	\$125.00	\$130.00

- (ii) Additional top plate on any wall when not built into the panel shall be paid per unit as follows:

Additional Top Plate On Any Wall	May 1, 2022	May 1, 2023	May 1, 2024
Less than 1600 sq ft	\$110.00	\$115.00	\$120.00
1600 to 2400 sq ft	\$145.00	\$150.00	\$155.00
Over 2400 sq ft	\$210.00	\$215.00	\$220.00

- (g) Strapping: The parties agree that the strapping of block walls in panelized framing shall be paid as per Appendix B of this Schedule.
- (h) Slab on Grade: In panelized framing where there is a component of the structure where the floors are concrete, otherwise referred to as "Slab on Grade" / "Core Slab" it will pay the applicable structure rate minus \$0.63 per square foot of the Slab on Grade / Core Slab area in lieu of the Floor.
- (i) In order to maximize the efficiencies of the panelization process, the Employer may separate the roof portion and assign it to a different crew to be paid in accordance with the rates and breakdowns set out above and in the attached Schedule "A" charts. It is understood that a house will be built entirely by piecework crews or hourly direct employees but not a combination thereof. This agreement to permit the Employer to separate the roof and assign it to a separate crew is strictly limited to panelized housing and may not be referred to or applied to conventional framing.
- (j) A completely panelized flat roof shall be paid a rate of:

	May 1, 2022	May 1, 2023	May 1, 2024
Complete panelized Flat Roof	\$1.50 sq/ft	\$1.60 sq/ft	\$1.70 sq/ft

It is further understood that the square footage area shall be calculated based on the square footage area directly covered by the panelized flat roof being installed and not the entire square footage of the dwelling unit. For example, if a dwelling was 2000 square feet, and the panelized flat roof

area was 1200 square feet, then the panelized roof area shall be calculated on 1200 square feet.

4. Other than the items listed in Appendix B in this Schedule, pieceworkers will not receive remuneration for any items that are incorporated into the manufacturing of prefabricated panels should these come as part of the manufactured panels.
5. The rate for footings shall be as set out in the Schedule “B”, Article 4.16 or Schedule “C”, Article 4 of the RFCA Agreement.
6. The parties agree that the following rate will apply to panel gaps and repairs within a panelized house with prior approval of the foreperson:

	May 1, 2022	May 1, 2023	May 1, 2024
Gap & Repair Hourly Rate	\$57.50	\$60.75	\$64.00

The Employer agrees to pay a further twenty percent (20%) on the above-noted hourly rate for Union Working Dues as outlined in Article 2.05 and the Benefit Program as outlined in Article 18 in the Master Portion and Schedule B, Article 4.19, such amounts shall be listed on the Piecework Invoice. This shall increase to 20.50% effective May 1, 2024.

7. The Employer may contract or sub-contract the onsite installation of panelized or prefabricated floor, wall and roof components to Employers who are bound to and apply Schedule "C" of the DRCLB Agreement or Schedule "D" of the RFCA Agreement.
8. The Employer agrees to invite tenders for the supply of panelized floor and/or wall and/or roof components from at least two manufacturers, if available, who are bound to a collective agreement with the Union.
9. In the event that during the term of this Collective Agreement, an Employer panelizes and/or prefabricates a component of housing construction which is not already covered by a panel piecework rate set out in this Schedule "D" of this Agreement, the Employer and the Union agree to meet within 15 days of either party giving notice to the other and commence negotiations. The purpose of these negotiations shall be to establish a piecework rate for the installation of the new panelized and/or prefabricated component. Failing agreement of the parties with respect to the establishment of this piecework rate applicable thereto, either party may refer the piecework rate issue to arbitration for final and binding determination before one of Arbitrators Trachuk, Steinberg or Surdykowski.
10. The Parties agree that any hybrids, being a house where panels are used to replace either walls or floors, but not both, shall be compensated pursuant to the Hybrid Panel Schedule to be negotiated between the Union and the RFCA. If such schedule has not been negotiated, the hybrids shall be paid pursuant to the stick

framing rates set out in Schedule "B" of the RFCA Agreement with no discount for the use of panels.

CLARITY Note 1: It is understood that stick frame repairs to a fully panelized house does not make the house a hybrid. Compensation for stick frame repairs are dealt with under paragraph 6 above.

11. Notwithstanding the wage schedule contained in the Collective Agreement, the hourly wages and benefits applicable as of the signing of this Memorandum of Agreement for the work covered by this Schedule, are as set out in the attached Appendix "C" hereto.
12. The benefits package for employees performing the work covered by this Schedule is the same as the benefits schedule for other employees performing work covered by the Collective Agreement.

APPENDIX "A" -PRE-FABRICATED PANEL SCHEDULE

1. As set out in paragraph 3 of Schedule "C", the piece work rates for the on-site installation of panels is as follows:

(a) **For All Bungalows:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	45%	55%	50%	
May 1, 2022	\$7.24	\$3.26	\$3.98	\$1.99	\$5.25
May 1, 2023	\$7.49	\$3.37	\$4.12	\$2.06	\$5.43
May 1, 2024	\$7.74	\$3.48	\$4.26	\$2.13	\$5.61

(b) **For Two-Storey:**

(i) **Single detached houses less than 1600 sq ft:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	33%	67%	50%	
May 1, 2022	\$6.74	\$2.22	\$4.52	\$2.26	\$4.48
May 1, 2023	\$6.99	\$2.31	\$4.68	\$2.34	\$4.65
May 1, 2024	\$7.24	\$2.39	\$4.85	\$2.43	\$4.81

(ii) **Single detached houses 1600 sq ft and over:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	33%	67%	50%	
May 1, 2022	\$6.48	\$2.14	\$4.34	\$2.17	\$4.31
May 1, 2023	\$6.73	\$2.22	\$4.51	\$2.25	\$4.48
May 1, 2024	\$6.98	\$2.30	\$4.68	\$2.34	\$4.64

(iii) **Townhouses And Semi-Detached Houses:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	33%	67%	50%	
May 1, 2022	\$7.24	\$2.39	\$4.85	\$2.43	\$4.81
May 1, 2023	\$7.49	\$2.47	\$5.02	\$2.51	\$4.98
May 1, 2024	\$7.74	\$2.55	\$5.19	\$2.59	\$5.15

(c) **For Three Storey:**

(iv) **Single Detached Houses Less Than 1600 Sq Ft:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	30%	70%	50%	
May 1, 2022	\$7.14	\$2.14	\$5.00	\$2.50	\$4.64
May 1, 2023	\$7.39	\$2.22	\$5.17	\$2.59	\$4.80
May 1, 2024	\$7.64	\$2.29	\$5.35	\$2.67	\$4.97

(v) **Single Detached Houses 1600 Sq Ft And Over:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	30%	70%	50%	
May 1, 2022	\$6.88	\$2.06	\$4.82	\$2.41	\$4.47
May 1, 2023	\$7.13	\$2.14	\$4.99	\$2.50	\$4.63
May 1, 2024	\$7.38	\$2.21	\$5.17	\$2.58	\$4.80

(vi) **Townhouses And Semi-Detached Houses:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	30%	70%	50%	
May 1, 2022	\$8.33	\$2.50	\$5.83	\$2.92	\$5.41
May 1, 2023	\$8.56	\$2.57	\$5.99	\$3.00	\$5.56
May 1, 2024	\$8.80	\$2.64	\$6.16	\$3.08	\$5.72

(d) **For Back To Back Townhouses, Back To Back Semi-Detached Houses And Stacked Units:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	30%	70%	50%	
May 1, 2022	\$9.83	\$2.95	\$6.88	\$3.44	\$6.39
May 1, 2023	\$10.06	\$3.02	\$7.04	\$3.52	\$6.54
May 1, 2024	\$10.30	\$3.09	\$7.21	\$3.61	\$6.70

***Reference to RFCA Stick Rate without glue (rate minus \$0.13)**

Note to all above rates in paragraph 12:

Slab on Grade will count as a floor and will pay the applicable structure rate minus \$0.63 per square foot of slab on grade area.

Terrace Floor Area (Roof top enclosed area) shall not count as a floor but will be compensated as per the base rate.

Definition: Townhouses and Semi-detached houses must be attached by a living area. Garage area is not a living area.

(d) **For Garages And Exposed Attached Garages:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	49%	51%	45%	
May 1, 2022	\$6.15	\$3.01	\$3.14	\$1.41	\$4.42
May 1, 2023	\$6.30	\$3.09	\$3.21	\$1.45	\$4.53
May 1, 2024	\$6.50	\$3.19	\$3.32	\$1.49	\$4.68

(e) **For Under Living Area:**

	Panel Rate	Comment
May 1, 2022	\$1.41	Same as "Panel Rates Applicable to Balance" (45%) in (e) above.
May 1, 2023	\$1.45	
May 1, 2024	\$1.49	

APPENDIX "B" -PANEL EXTRAS

Panel Extras

#	Description	May 1 st 2022	May 1 st 2023	May 1 st 2024	Comments
1.	High Wall (14 ft +)	\$12.50/linear foot	\$12.50/linear foot	\$15.00/linear foot	50% of the stick rate
2.	Unsheathed High Wall	\$3.75/linear foot	\$3.75/linear foot	\$3.75/linear foot	50% of the stick rate
3.	Decorative Box / build-outs (supplied)	\$4.50/linear foot	\$4.63/linear foot	\$4.75/linear foot	50% of the stick rate
4.	Brick Box (supplied sheathed)	\$1.80/sq ft	\$1.80/sq ft	\$1.80/sq ft	
5.	Brick Box (supplied not sheathed)	\$1.90/sq ft	\$1.90/sq ft	\$1.90/sq ft	
6.	Wall Corners on each floor (no charge for first 8) one rate for all house types	\$66.50/per corner	\$66.50/per corner	\$66.50/per corner	Formula for 2 storey applies 33% of \$100 = \$33.00 (roof) \$100 – \$33.00 = \$67.00 \$67.00 x 50% = \$33.50 \$33.00 + \$33.50 = \$66.50
7.	Flat Porches (Supplied) one rate for all house types	\$2.93/sq ft of porch area	3.05/sq ft of porch area	3.18/sq ft of porch area	Formula for 2 storey applies (no roof): \$8.75 x 33% = \$2.899 (roof) \$8.75 - \$2.89 = \$5.86 50% of \$5.86 = \$2.93
8.	High Ceilings 10', 11', 12' and 13' (per sq ft of area to which it applies)	10' \$0.13	10' \$0.20	10' \$0.30	50% of stick
		11' \$0.35	11' \$0.38	11' \$0.40	
		12' \$0.43	12' \$0.45	12' \$0.48	
		13' \$0.50	13' \$0.53	13' \$0.55	
9.	Flat roof fully panelized	\$1.50	\$1.60	\$1.70	

#	Description	May 1 st 2022	May 1 st 2023	May 1 st 2024	Comments
10.	Walkouts/Lookouts (supplied)	\$1.63/sq ft	\$1.70/sq ft	\$1.78/sq ft	50% of stick 50% of \$3.25/sq ft
11.	Sunken Floor (when not supplied as panels but stick framed) one rate for all house types for the sq ft of the sunken floor area	\$5.20	\$5.20	\$5.20	\$2.20 + premium (\$3.00)
12.	Sunken Floor (supplied) one rate for all house types for the sq ft of the sunken floor area	\$2.00	\$2.00	\$2.00	Formula for 2 storey applies to premium calculation: Sunken floor stick premium: \$3.00/sq ft 33% of \$3.00 = \$0.99 (roof) \$3.00 - \$0.99=\$2.01 50% of \$2.01 = \$1.005 \$1.005 + \$0.99 = \$2.00 (for clarity this in addition to the applicable panel base rate)
13.	Basement bearing walls (panel)	\$6.00/linear foot	\$6.50/linear foot	\$7.00/linear foot	50% of Stick rate 50% of \$12.00/linear foot = \$6.00/linear foot
14.	Parapet Walls	\$1.50/sq ft + \$0.40/sq ft for sheathing (when applicable)	\$1.58/sq ft + \$0.40/sq ft for sheathing (when applicable)	\$1.65/sq ft + \$0.40/sq ft for sheathing (when applicable)	50% of Stick rate 50% of \$3.00/sq ft = \$1.50/sq ft
15.	Chimney / Bump out Fireplace	\$75.00 per floor and \$150.00 for portion above fascia	\$75.00 per floor and \$150.00 for portion above fascia	\$75.00 per floor and \$150.00 for portion above fascia	50% of Stick rate 50% of \$150 = \$75.00 50% of \$300 = \$150.00

#	Description	May 1 st 2022	May 1 st 2023	May 1 st 2024	Comments
16.	Lofts calculated per sq ft of the floor below the loft	<p>Bungalow: \$2.07/sq ft</p> <p>Two Storey: \$1.90/sq ft</p> <p>Three Storey: \$1.85/sq ft</p>	<p>Bungalow: \$2.18/sq ft</p> <p>Two Storey: \$2.00/sq ft</p> <p>Three Storey: \$1.95/sq ft</p>	<p>Bungalow: \$2.28/sq ft</p> <p>Two Storey: \$2.09/sq ft</p> <p>Three Storey: \$2.05/sq ft</p>	<p>Stick = \$2.85/square foot of the floor below the loft (2022) / \$3.00 (2023) / \$3.15 (2024)</p> <p>Bungalow: 45% of \$2.85 = \$1.28 (roof) \$2.85 - \$1.28 = \$1.57 50% of \$1.57 = \$0.785 \$1.28+\$0.785 = \$2.07/sq ft</p> <p>Two Storey: 33% of \$2.85 = \$0.94 (roof) \$2.85 - \$0.94 = \$1.91 50% of \$1.91 = \$0.9547 \$0.94+\$0.95 = \$1.90/sq ft</p> <p>Three Storey: 30% of \$2.85 = \$0.855 (roof) \$2.85- \$0.855 = \$1.995 50% of \$1.995 = \$0.9975 \$0.855+\$0.9975 = \$1.85/sq ft</p>
17.	Coach House	Garage + Bungalow + all applicable extras			As per formula: Garage + Bungalow + all applicable extras
18.	Strapping	\$4.85 /linear foot	\$5.00 /linear foot	\$5.15 /linear foot	
19.	Repair and Gap Hourly Rate	\$57.50	\$60.75	\$64.00	<p>There will be a 20%/20%/20.5% in lieu of benefits payments on the rate. For clarity total rate shall be: 2022: \$69.00 2023: \$72.90 2024: \$77.12</p>

#	Description	May 1 st 2022	May 1 st 2023	May 1 st 2024	Comments
20.	Landings panelized (2 nd and above landing per floor)	\$30.00	\$30.00	\$30.00	50% of stick
21.	Landings (if not panelized)	\$60.00	\$60.00	\$60.00	100% of stick rate
22.	Elevator Shaft Floor Opening Wall Components	\$50.00 \$75.00	\$50.00 \$75.00	\$50.00 \$75.00	50% of stick
23.	Cathedral Ceiling with front portion (wall) supplied	\$137.50	\$137.50	\$137.50	In 2019-2022 the front portion of Cathedral Ceiling paid \$100. In the 2022-2025 agreement the Cathedral Ceiling rate was increased by 25%. Front: \$100 + 25% = \$125 Panel credit: 50% of stick rate. 50% of \$125 = \$62.50. \$200 - \$62.50 = \$137.50

APPENDIX "C"

**DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
SUMMARY OF HOURLY WAGES AND BENEFITS
PANEL INSTALLERS**

Note: The panel installer rates below are for Oshawa, Whitby, Clarington. The hourly rate (and vacation pay) are 10% less in Board Areas 9/10 outside of Oshawa/Whitby/Clarington, and the City of Kingston; and 15% less in Board Areas 11, 12, and that part of 29 outside the City of Kingston. The benefit package is the same in all areas.

Note: This Appendix "D" also applies to direct employees installing Panels or Light Wood Framed Apartment Buildings.

Job Foreperson												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$45.45	\$4.54	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$64.48	3%	\$0.15	\$0.50	\$64.98
04/30/2023	\$46.67	\$4.67	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$66.18	3%	\$0.15	\$0.50	\$66.68
04/28/2024	\$47.90	\$4.79	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$67.88	3%	\$0.15	\$0.50	\$68.38

Panel Installer Crew Leader												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$41.15	\$4.11	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$59.75	3%	\$0.15	\$0.50	\$60.25
04/30/2023	\$42.37	\$4.24	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$61.45	3%	\$0.15	\$0.50	\$61.95
04/28/2024	\$43.60	\$4.36	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$63.15	3%	\$0.15	\$0.50	\$63.65

Panel Installer											EMPLOYEE DEDUCTIONS				
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$37.10	\$3.71	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$55.30	3%	\$0.15	\$0.50	\$55.80
04/30/2023	\$38.33	\$3.83	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$57.00	3%	\$0.15	\$0.50	\$57.50
04/28/2024	\$39.55	\$3.96	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$58.70	3%	\$0.15	\$0.50	\$59.20

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

**DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
SUMMARY OF HOURLY WAGES AND BENEFITS
APPRENTICE SCHEDULE - PANEL INSTALLERS**

Note: The panel installer rates below are for Oshawa, Whitby, Clarington. The hourly rate (and vacation pay) are 10% less in Board Areas 9/10 outside of Oshawa/Whitby/Clarington, and the City of Kingston; and 15% less in Board Areas 11, 12, and that part of 29 outside the City of Kingston. The benefit package is the same in all areas.

Note: This Appendix “D” also applies to direct employees installing Panels or Light Wood Framed Apartment Buildings.

Apprentice 60% - 0 - 600 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$22.26	\$2.23	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$30.59	3%	\$0.15	\$0.50	\$31.09
04/30/2023	\$23.00	\$2.30	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$31.65	3%	\$0.15	\$0.50	\$32.15
04/28/2024	\$23.73	\$2.37	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$32.70	3%	\$0.15	\$0.50	\$33.20

Apprentice 70% - 601 to 1200 Hours												EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$25.97	\$2.60	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$34.67	3%	\$0.15	\$0.50	\$35.17
04/30/2023	\$26.83	\$2.68	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$35.86	3%	\$0.15	\$0.50	\$36.36
04/28/2024	\$27.69	\$2.77	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$37.06	3%	\$0.15	\$0.50	\$37.56

Apprentice 80% - 1201 - 1800 Hours											EMPLOYEE DEDUCTIONS				
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$29.68	\$2.97	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$47.14	3%	\$0.15	\$0.50	\$47.64
04/30/2023	\$30.66	\$3.07	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$48.57	3%	\$0.15	\$0.50	\$49.07
04/28/2024	\$31.64	\$3.16	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$49.99	3%	\$0.15	\$0.50	\$50.49

Apprentice 90% - 1801 - 2400 Hours											EMPLOYEE DEDUCTIONS				
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$33.39	\$3.34	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$51.22	3%	\$0.15	\$0.50	\$51.72
04/30/2023	\$34.50	\$3.45	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$52.79	3%	\$0.15	\$0.50	\$53.29
04/28/2024	\$35.60	\$3.56	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$54.35	3%	\$0.15	\$0.50	\$54.85

Deductions from Wage →

Working Dues: 3% of Gross Hourly Wages

Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

SCHEDULE “E”

LIGHT WOOD FRAMED APARTMENT BUILDING

APPLICATION OF THIS SCHEDULE “E”

- 1.01 This schedule, and not Schedule “A” to the Collective Agreement, shall apply to direct employees engaged in the building of Light Wood Framed Apartment Buildings as defined in Article 1.01.
- 1.02 All provisions of Schedule “A” shall apply to direct employees engaged in the building of Light Wood Framed Apartment Buildings, except that the hourly rates shall be as set out in the attached Schedule “D” Appendix C wage charts, or Appendix 1.
- 1.03 The Employer shall provide free parking at the job site for any employees who are required to use their own vehicle to report to a job site.

APPENDIX 1 – ON-SITE INSTALLATION OF PANELIZED OR PRE-FABRICATED FLOOR, WALL AND ROOF COMPONENTS IN LIGHT WOOD FRAMED APARTMENT BUILDINGS

The parties agree that the on-site installations of panelized or pre-fabricated floor, wall and roof components in Light Wood Framed Apartment Buildings by Pieceworkers/Subcontractors are covered by this collective agreement.

1.

(a) This Appendix applies to the on-site installation of panelized or prefabricated floor, wall and roof components where such work is performed in Board Areas, 9, 10, 11, 12, and 29 in respect of Light Wood Framed Apartment Buildings.

(b) The parties expressly agree that the terms and rates herein are applicable only to Light Wood Framed Apartment Buildings and that the rates, terms, and conditions herein shall not be referred to or relied upon in any future collective bargaining or in any interest arbitration provision to settle any term of the Collective Agreement, save and except with respect to any modifications to this Appendix.

(c) The parties agree that the rates and conditions set out in this Appendix shall be the same under the collective agreement between the Union and the Durham Residential Construction Labour Bureau (“the DRCLB Agreement”), and between the Union and the Residential Framing Contractors’ Association of Metropolitan Toronto & Vicinity Inc. (“the RFCA Agreement”), and that any changes or modifications to this Appendix shall be negotiated as between all three parties.

2. The parties agree that Schedule “B” and “E” of the RFCA Agreement is hereby incorporated into this Appendix, but shall be modified to reflect that in this Appendix those provisions shall apply only to the on-site installation of panels on Light Wood Framed Apartment Buildings and shall be modified further as set out herein.

General Conditions

3. For Light Wood Framed Apartment Buildings, it is understood that the Employer may assign multiple piecework crews to work on the same building. It is understood that the Employer may divide the work between roof, floors, and walls. It is further understood that the Employer may assign multiple crews to work on the same roof, same floor or same walls. However, where the work is so divided the total amount paid to the piecework crews shall be no less than required by Article 4 and shall be divided equitably between the crews based upon the work performed.

4. Notwithstanding the specifics of Article 5 of Schedule B of the Collective Agreement, it is understood that the framers and/or roughing-in carpenters shall be entitled to invoice no more than bi-weekly for the work completed.

5. The Employer will make remittances to the Union on all paid invoices by no later than the 15th day of the month following the month in which payments were made.
6. It is understood that the Pieceworker/Subcontractor shall not be required to provide a crane.
7. It is understood that in no circumstance will a Pieceworker or Employee be directed or required to manually lift any floor or roof panels, or any load bearing wall panels which are in excess of ten (10) feet long with sheathing.

Piecework Rates for the On-Site Installation of Panels

8. (a) The Piecework Rates for the onsite installation of panels for Light Wood Framed Apartment Buildings up to three (3) storeys shall be:

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	30%	70%	50%	
May 1, 2022	\$9.83	\$2.95	\$6.88	\$3.44	\$6.39
May 1, 2023	\$10.06	\$3.02	\$7.04	\$3.52	\$6.54
May 1, 2024	\$10.30	\$3.09	\$7.21	\$3.61	\$6.70

***REFERENCE TO RFCA STICK RATE WITHOUT GLUE (RATE MINUS \$0.13)**

- (b) Where the Light Wood Framed Apartment Building is more than 3 storeys, the storeys above the 3rd shall pay:

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	70%	50%	40%	40%
May 1, 2022	\$9.83	\$6.88	\$3.44	\$1.38	\$2.06
May 1, 2023	\$10.06	\$7.04	\$3.52	\$1.41	\$2.11
May 1, 2024	\$10.30	\$7.21	\$3.61	\$1.44	\$2.17

C Split between Load bearing Walls and Non-Load Bearing Walls

	Panel Walls Component	Panel Load bearing Walls	Panel Non-Load bearing Walls
	60%	70%	30%
May 1, 2022	\$2.06	\$1.44	\$0.62
May 1, 2023	\$2.11	\$1.48	\$0.63
May 1, 2024	\$2.17	\$1.52	\$0.65

Note: It is understood that buildings 4 or more storeys shall pay (a) + (b).
No Corners

- (c) Where the Light Wood Framed Apartment Building is more than 3 storeys, the storeys above the 3rd shall pay:

	Stick Rate in (a) above	Stick For Floors and Walls	Panel Rates Applicable to Balance
	110%	70%	50%
May 1, 2022	\$10.81	\$7.57	\$ 3.79
May 1, 2023	\$11.07	\$7.75	\$3.88
May 1, 2024	\$11.33	\$7.93	\$3.97

- (d) Schedule B, Article 4.08(A)(12) “Slab on Grade / Core Slab” of the RFCA Agreement shall not apply. Slab on Grade will count as a floor and will pay the Total Panel and Roof Rate in (a) above, or the Panel Rates Applicable to Balance in (b) above, as applicable, minus \$0.63 per square foot of slab on grade area. Where the Load Bearing Walls or Non-Load Bearing Walls are not assigned, the rate will be negotiated

- (e) Strapping on a block or concrete wall shall not be considered a Load Bearing Wall or a Non-Load Bearing Wall, but shall be paid separately at the rate:

	May 1, 2022	May 1, 2023	May 1, 2024
Per Linear Foot	\$4.85	\$5.00	\$5.15

- (f) Roof Pitch 5/12 and over (bird’s eye view) for Light Wood Framed Apartment Buildings shall be paid at the Roof Pitch for Bungalows Rate set out in Schedule “B” of the RFCA Agreement, 4.08 APPENDIX “A”(1) applied only to the square footage of the ceiling of the floor directly below the roof.

Roof Pitches for Bungalows

	May 1, 2022	May 1, 2023	May 1, 2024
5/12 to 5 ⁷ / ₈ /12	\$0.50	\$0.53	\$0.56
6/12 to 6 ⁷ / ₈ /12	\$0.66	\$0.69	\$0.72
7/12 to 7 ⁷ / ₈ /12	\$0.78	\$0.82	\$0.86
8/12 to 8 ⁷ / ₈ /12	\$0.87	\$0.91	\$0.96
9/12 to 9 ⁷ / ₈ /12	\$0.97	\$1.02	\$1.07
10/12 to 10 ⁷ / ₈ /12	\$1.08	\$1.13	\$1.19
11/12 to 11 ⁷ / ₈ /12	\$1.20	\$1.26	\$1.32
12/12 to 12 ⁷ / ₈ /12	\$1.33	\$1.40	\$1.47

Any Roof pitches 13/12 or above shall pay an additional \$0.15 per incremental slope increase;

Note: The rate for a dual pitch roof shall be calculated as a percentage of the square footage of the roof and the appropriate rate applied to the square footage of the top floor area.

9. Gaps and Panel repairs, with the prior approval of the foreman, shall be paid:

	May 1, 2022	May 1, 2023	May 1, 2024
Panel Gap and Repair Hourly Rate	\$57.50	\$60.75	\$64.00

These amounts shall be listed on the Pieceworker invoice and be subject to remittances as provided in Article 10 below.

10. The installation of hardware and mechanical fasteners (excluding standard nails and staples) on Light Wood Framed Apartment Buildings is not included in any Piecework Price. If assigned to the Pieceworker, all such work shall be paid based upon the actual hours worked, per individual worker engaged in such work at the rate set out in Article 8. It is understood that such amounts shall be listed on the Pieceworker's Invoice and shall be subject to remittances as provided for in Article 11 below.
11. The Employer agrees to pay a further twenty percent (20%) on the gross amounts paid pursuant to the said rates for Union Working Dues, Pension, and the Benefit Program, which shall be remitted in accordance with Schedule B to the RFCA Agreement. This shall increase to 20.5% effective May 1, 2024.

Framing Extras

12. It is understood and agreed that the Pieceworker shall be paid extra for all items, excluding corners, where they are required to perform such work and the item is not incorporated into the pre-fabricated panel.

13. It is understood that the Pieceworker shall not be paid extra for any items that are incorporated into the manufacturing of prefabricated panels should these come as part of the manufactured panels, except as specifically listed below:

Panel Extras (paid when panelized)					
	Description	May 1, 2022	May 1, 2023	May 1, 2024	Comment
1.	High Ceilings 10', 11', 12' and 13' (per sq ft of the area to which it applies)	10' \$0.13	10' \$0.20	10' \$0.30	Same as Panel Schedule to DRCLB, TRCLB and RFCA Agreements
		11' \$0.35	11' \$0.38	11' \$0.40	
		12' \$0.43	12' \$0.45	12' \$0.48	
		13' \$0.50	13' \$0.53	13' \$0.55	
2.	High Wall (14 ft +) Per linear foot	\$12.50/linear foot	\$12.50/linear foot	\$15.00/linear foot	Same as Panel Schedule to DRCLB, TRCLB and RFCA Agreements
3.	Flat Porches (supplied) per sq ft of porch area	\$2.93/sq ft of porch area	3.05/sq ft of porch area	3.18/sq ft of porch area	Same as Panel Schedule to DRCLB, TRCLB and RFCA Agreements
4.	Parapet Walls	\$1.50/sq ft + \$0.40/sq ft for sheathing (when applicable)	\$1.58/sq ft + \$0.40/sq ft for sheathing (when applicable)	\$1.65/sq ft + \$0.40/sq ft for sheathing (when applicable)	Same as Panel Schedule to DRCLB, TRCLB and RFCA Agreements
5.	Balcony / Covered Porch per sq ft of porch area (top and bottom panelized)	\$8.75	\$9.10	\$9.50	50% of Covered balcony stick rate
6.	Curbs	\$1.50 per linear foot	\$1.58 per linear foot	\$1.65 per linear foot	50% of stick rate
7.	Decorative Boxes / buildouts (supplied)	\$4.50 / linear foot	\$4.63 / linear foot	\$4.75 / linear foot	Same as Panel Schedule to the DRCLB, TRCLB and RFCA Agreements

14. The following items are additional extras applicable to Light Wood Framed Apartment Buildings which are to be paid where the pieceworker performs the work, and they are not incorporated into the pre-fabricated panel:

Additional Extras					
	Description	May 1, 2022	May 1, 2023	May 1, 2024	Comment
1.	Curbs	\$3.00 per linear foot	\$3.15 per linear foot	\$3.30 per linear foot	
2.	Sloping of Flat Roof (per sq ft of the flat roof being sloped)	\$2.50	\$2.50	\$2.50	
3.	Sheathing of Flat Roof (per sq ft of the flat roof being sheathed)	\$0.50	\$0.50	\$0.50	
4.	All Posts or Columns	\$90.00 /each	\$95.00/each	\$100.00/each	

LETTER OF UNDERSTANDING NO. 1

B E T W E E N :

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the “**Union**”)

Re: Installation of Wood Window Frames

For purposes of clarity, the parties agree that the installation of wood window frames is included under “frame carpentry” for purposes of Article 1.02 (a) (iii) of the Collective Agreement.

Signed and dated at Vaughan this 1st day of May, 2022.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

FIL BELLO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 2

B E T W E E N :

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the “**Union**”)

Re: Carpenter Classification

The parties hereto agree that the reference to Carpenters in the Classifications of Schedule “A” of the Collective Agreement between them effective May 1, 1989, is to be defined as referring to any employee who is hired and employed as a full time Carpenter.

Signed and dated at Vaughan this 1st day of May, 2022.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

FIL BELLO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 3

B E T W E E N :

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the “**Union**”)

Re: No Inferior Collective Agreements

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

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

Signed and dated at Vaughan this 1st day of May, 2022.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

FIL BELLO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 4

B E T W E E N :

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the “**Union**”)

Re: Name of Universal Workers Union, LIUNA Local 183 (“Local 183”)

The parties agree that, during the term of the Collective Agreement, Local 183 has the right to, and may, change its name.

The Employer agreed that upon written notice from Local 183 that it has formally changed its name, Local 183, under its new name, will enjoy all status, rights, obligations, and privileges under the Collective Agreement and otherwise, and shall be recognized by the Employer as the same union as under its previous name.

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

Signed and dated at Vaughan this 1st day of May, 2022.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

FIL BELLO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 5

B E T W E E N :

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU

(hereinafter called the “**Bureau**”)

- and -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(hereinafter called the “**Union**”)

Re: Successor and Assigns

The Employer hereby confirms that it is not carrying on associated or related activities or businesses by or through more than one corporation, individual, firm, syndicate, or other entity or association or any combination thereof, under common control or direction, that is not signatory to this Collective Agreement. For the purpose of this Letter, “activities” include any activities contemplated by the Purpose and Intent, Recognition, and/or Scope clauses of the Collective Agreement.

The parties further agree that all provisions of Section 1(4) and 69 of the Ontario *Labour Relations Act* (as they exist on the date hereof) are hereby incorporated and form part of the Collective Agreement, with such modifications as may be necessary for an arbitrator with jurisdiction arising out of the Collective Agreement and/or Expedited Arbitration System and/or the Ontario *Labour Relations Act*, to have all of the powers that the Board would otherwise have under the provisions of the *Act*.

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

Signed and dated at Vaughan this 1st day of May, 2022.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

FIL BELLO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 6

B E T W E E N :

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the “**Union**”)

Re: Remittances and Contributions

THE PARTIES agree that during the lifetime of the Agreement the Union shall have the right, at any time, to require the Employer to change the amount of contributions to any of the employee benefit funds set out in the Collective Agreement, by transferring any portion of the contributions required to be made to any particular employee benefit fund now existing other than the Vacation Pay Fund and the Industry Fund, to any other employee benefit fund provided that there shall be no increase in the total monetary contributions required to be made under the Agreement.

THE PARTIES agree that this Letter forms part of the Collective Agreement binding upon them and may be enforced as such.

Signed and dated at Vaughan this 1st day of May, 2022.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

FIL BELLO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 7

B E T W E E N :

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the “**Union**”)

Re: Settlement of Procedures under the Ontario Labour Relations Act

The above-noted parties agree that by meeting and bargaining, pursuant to the duty imposed upon them by the Ontario *Labour Relations Act* (the “*Act*”), and in engaging in the processes with respect to such bargaining set out in the *Act*, they have participated in a proceeding under the *Act* which has now been settled. The settlement of this proceeding has resulted in a collective agreement, but has further resulted in this letter which the parties agree and acknowledge constitutes the settlement of a proceeding under the *Act* which is independent of the said collective agreement.

Pursuant to this settlement of the proceeding the parties agree as follows:

- i) Any employer performing work under the Collective Agreement is a construction Employer as defined under the terms and provisions of the *Act*.

Signed and dated at Vaughan this 1st day of May, 2022.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

FIL BELLO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 8

B E T W E E N :

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU

(hereinafter called the “**Bureau**”)

- and -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(hereinafter called the “**Union**”)

Re: Repetitive Violations of the Collective Agreement

The parties agree that where an Employer has repeatedly violated the terms and provisions of the Collective Agreement with respect to the payment of wages, the remittances required by the Collective Agreement to be paid to the Union and/or others and/or the contracting and subcontracting restrictions, the Union may request a complete financial audit of the Employer’s books and records by a qualified accountant to be chosen by the Union. If, following the completion of the audit, the Employer is found to have further violated any of the terms and provisions of the Collective Agreement, then, in addition to any other damages or payments which the Employer may be liable for, the Employer will reimburse the Union for the full costs of the audit. Such reimbursement is to be considered general damages owing to the Union and accordingly such amounts may be withdrawn from any bond or Letter of Credit which the Employer is or has been required to provide in accordance with the terms of the Collective Agreement.

The parties agree that this Letter forms part of the Collective Agreement binding upon them and may be enforced as such.

Signed and dated at Vaughan this 1st day of May, 2022.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

FIL BELLO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 9

B E T W E E N :

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the “**Union**”)

Re: Servicepersons/Handypersons

WHEREAS the Bureau and the Union have been engaged in a dispute concerning the applicability of certain terms and provisions of the existing Collective Agreement to “servicepersons and handypersons”;

AND WHEREAS the Union and the Bureau wish to resolve these disputes;

NOW THEREFORE the Bureau and the Union agree to the following Letter of Understanding concerning how the existing Collective Agreement will apply to servicepersons and handypersons:

1. The employer may hire hourly handypersons and servicepersons and/or salaried handypersons and servicepersons;
2. Handypersons and servicepersons who are employed on an hourly basis shall be paid a minimum hourly rate as outlined in Schedule ‘A’, Article 3.04 of this
3. Handypersons and servicepersons employed on a salary basis will be paid a minimum weekly salary equal to forty-four (44) hours paid as outlined in Schedule ‘A’, Article 3.04;
4. Salaries or hourly rates in excess of the above-noted minimums are to be subject to negotiations between the handypersons and/or servicepersons and the employer and shall be in writing and signed. Upon reaching any of such agreements it is the responsibility of the employer to inform the Bureau, in writing, of any agreements reached. The Bureau will thereafter provide a copy of such agreements to the Union;

5. Handypersons and servicepersons employed on a salary basis shall be paid overtime at the rate of time and one-half for hours in excess of eighty-eight (88) hours in a two-week period; not including Sundays and statutory holidays for which they will be paid at double the regular hourly rate;
6. All remittances and contributions required by the Collective Agreement will be made in accordance with the provisions of the Collective Agreement with respect to handypersons and servicepersons employed on an hourly basis. With respect to handypersons and servicepersons who are employed on a salaried basis all such remittances and contributions will be made on the basis of a forty-four (44) hour standard work week or such pro-rated amounts thereof where the salaried handyperson or serviceperson works for more than one (1) employer which is bound by the collective agreement;
7. The Union recognizes that both handypersons and servicepersons have specific skills and that other employees (including but not necessarily limited to other handypersons and servicepersons) may not be able to perform available work, where all or part of such work includes handyperson or serviceperson work;
8. The Parties agree that the current practices of individual Employers with respect to the supply of tools and/or transportation by or to handypersons or servicepersons will continue for the duration of the Collective Agreement. For the purposes of clarity, where a handyperson/serviceperson is required to use their own tools on a site, the Employer shall reimburse the replacement of such tools up to a maximum of one thousand five hundred dollars (\$1,500.00) per calendar year upon provision of receipts. A request for reimbursement with receipt submitted between the 1st and 15th of the month shall be paid no later than the end of the month, and a request for reimbursement with receipt submitted between the 16th and the end of the month shall be paid no later than the 15th day of the following month;
9. Servicepersons/Handypersons covered by the Agreement who are required to supply their own vehicle in the performance of their work shall receive a minimum monthly allowance of six hundred dollars (\$600.00);

10. Nothing in this letter in any way limits the right of the employers to require sub-trades to repair their original work if incorrect or incomplete;
11. At the request of any employee; the Employer shall properly fill out and sign Form T2200 “Declaration of Conditions of Employment” in order to support the employees’ claim on their personal income tax return for expenses related to their employment;
12. It is agreed that servicepersons/handypersons who are currently members of the Union shall be red circled and remain members of the Union covered by the terms and conditions of the Toronto Residential Construction Labour Bureau collective agreement even though they perform work as servicepersons/handypersons outside of the scope of the Collective Agreement. It is also agreed that servicepersons/handypersons who are excluded from the Collective Agreement in accordance with Article 1.01 (a) may join the Union and thereby become covered by the Collective Agreement;
13. It is agreed that a handyperson/serviceperson who is excluded from the Bargaining Unit may perform handyperson/serviceperson duties in the Bargaining Unit in the case of an emergency or when handypersons/servicepersons are not readily available to perform the work required provided it will not result in a lay-off of an employee in the Bargaining Unit;
14. The parties agree that the provisions of this Letter of Understanding form part of the Collective Agreement binding upon them and are enforceable as such.

Signed and dated at Vaughan this 1st day of May, 2022.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

FIL BELLO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 10

B E T W E E N :

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the “**Union**”)

Re: Subcontracting and Cross-Over Provisions

The terms of this Letter of Understanding No. 10 shall apply to the DRCLB Agreement.

The Parties agree as follows with respect to adding a new type of work to subcontracting provisions set out in this Collective Agreement, and/or in expanding the existing subcontracting provisions to a new geographic area covered by this Collective Agreement and/or in adding a collective agreement to the cross over provisions of this Collective Agreement:

1. For the purpose of this Letter of Understanding a new type of work shall refer to a particular part of the construction industry as described by work jurisdiction and need not reflect the full scope of work listed in any collective agreement.

Unless the parties agree or an arbitrator orders otherwise, a request to include such subcontracting (the “request”) must reflect the geographic scope of the applicable Schedule under which the work is being requested (*e.g.* towns of Oshawa, Whitby, and Clarington; Board Areas 9 and 10 (excluding Oshawa, Whitby, and Clarington; etc) and need not reflect the full geographic scope of this Collective Agreement.

The parties further agree that once a type of work is included in the subcontracting provisions, any request to extend the subcontracting to a new geographic area shall use the same definition of the type of work as is already included in the Collective Agreement.

2. If, at any time during the term of the Collective Agreement, the Union is successful in entering into contractual relations with seventy (70) percent of the contractors or subcontractors, employing at least seventy (70%) percent of the employees, in any particular part of the residential construction sector of the construction industry, then the Union may request that type of work to be included in the subcontracting provisions, and if it can establish that it meets such requirement then the Employer will only contract or subcontract such work to companies who are in contractual relations with the Union;
3. In assessing a claim under paragraph 2, the parties will have regard to the four (4) week period immediately prior to the Union’s request, having regard to work performed by all employees and/or contractors in the geographic area being claimed but shall exclude any employer who has not performed any of the work which is the subject of the request for

any Union or non-Union builder (which includes any developer or general contractor) in the residential sector in the relevant geographic area during a) the term of the agreement, or b) the 2 year prior to the request , whichever is greater.

4. Where the parties are unable to agree as to whether the Union has met the test set out in paragraph 2, then it shall be dealt with by way of an arbitration, and both parties agree to schedule such matters expeditiously and to fully cooperate in gathering and exchanging such documents and information as may be relevant to the case such that the hearing will occur within 90 days of the Union's request. In the interest of expedition, the parties also agree that the Arbitrator shall have the power to use an expedited mediation/arbitration system to determine which facts are in dispute, and to limit or dispense with the calling of evidence, and where necessary to limit any evidence to such matters in dispute.
5. If the Union is successful in a claim for new subcontracting, the new work shall be added to the subcontracting thirty (30) days following the agreement of the parties, or the arbitrator's decision, as the case may be.
6. For projects covered by the DRCLB Agreement other than those covered by the LWFAB Schedule, any work forming part of the claim shall be 'grandfathered', such that any work that has been tendered as of the date of the Union's request and awarded within the two-week period immediately after the Union's request may continue without regard to the new subcontracting requirement for up to 1 year from the date of the union's initial request, or where the matter proceeds to arbitration, 6 months from the date of the arbitrator's award (whichever is later).
7. For projects covered by the LWFAB Schedule, any work forming part of the claim shall be 'grandfathered', such that any work that has been tendered as of the date of the Union's request and awarded within the two-week period immediately after the Union's request may continue without regard to the new subcontracting requirement provided that the project at which the work subject to the Union's request commences within 1 year from the date of the Union's initial request.
8. If the Union is unsuccessful in a request under the Letter of Understanding (the "denied request") the parties agree that the Union shall not make any request for work forming any part of the denied request within the same geographic area and under the same collective agreement for (i) the duration of the Collective Agreement during with the denied request was made; or (ii) for one (1) year from the date on which initial request was made, whichever is longer.
9. Further, the parties agree that with respect to any particular part of the low-rise residential sector of the construction industry which are added to the subcontracting provisions pursuant to this Letter of Understanding, then should, on the ninetieth (90th) day prior to the expiry of any subsequent agreement, the Union no longer will be in contractual relations with fifty-one (51%) of the relevant companies employing fifty five percent (55%) of the employees in that particular part of the low-rise residential sector of the construction industry, then the relevant sub-contracting provisions will be removed. The Parties agree that the above-noted paragraphs 1, 3, and 4 will also apply (with necessary modification) to the deletion or removal or any particular part of the low-rise residential sector of the construction industry.

10. The Parties agree that the above-noted tests and provisions will also apply to the inclusion and deletion of any new collective agreements to the cross-over provisions contained within Schedule “C” of the Collective Agreement.
11. It is understood that paragraph 9 above does not, in any way, apply to those particular parts of the residential sector of the construction industry which were added to the sub-contracting provisions or those collective agreements which were added to the cross-over clause of the Collective Agreement prior to May 1, 2019.

Signed and dated at Vaughan this 1st day of May, 2022.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

FIL BELLO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 11

B E T W E E N :

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU

(hereinafter called the “**Bureau**”)

- and -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(hereinafter called the “**Union**”)

Re: Piecework Maintenance Letter

In the event the Union is successful with respect to adding new parts or particular parts of the low-rise residential sector of the construction industry to the Collective Agreement in accordance with the terms and conditions of Letter of Understanding No. 10 (Re: Subcontracting and Cross-Over Provisions), then the following will apply.

With respect to any work currently covered by the subcontracting clause, Article 1.02 or any work which may become covered in the future by the subcontracting clause, Article 1.02, the Union agrees that it shall maintain any piecework rates or practices currently contained in any collective agreement which is now covered or may become covered in the future by Article 1.02. Without restricting the generality of the foregoing, the Union agrees that it will not instigate or negotiate an end to any piecework rates currently contained in any collective agreement or utilized by any subcontractors performing work covered by the subcontracting clause, Article 1.02.

Signed and dated at Vaughan this 1st day of May, 2022.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

FIL BELLO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 12

B E T W E E N :

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the “**Union**”)

Re: Steel Framing Side Letter

The Bureau agrees to reissue the letter it forwarded to the Residential Framing Contractors Association of Metropolitan Toronto and Vicinity regarding steel framing. The Union agrees that it will only use or refer to this Letter in the case of a jurisdictional dispute complaint being filed with the Ontario Labour Relations Board regarding steel framing. Otherwise, the Union agrees that it will not refer to or utilize this Letter in any way save and except a jurisdictional dispute noted above.

Signed and dated at Vaughan this 1st day of May, 2022.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

FIL BELLO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 13

B E T W E E N :

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the “**Union**”)

Re: Health and Safety

The parties agree that occupational health and safety is vitally important to all employees working under this agreement.

The parties agree that occupational health and safety training is crucial in order for all persons to comply with the *Occupational Health and Safety Act*.

Therefore the parties agree to support the goal of providing a healthy and safe workplace encouraging and facilitating:

- a cooperative attitude and approach to health and safety in the workplace by all persons;
- attendance at all relevant health and safety training programmes run by the Training Centre;
- compliance with the provisions of the Occupational Health & Safety Act and its Regulations;
- compliance with the objectives and provisions of legitimate and valid employer health and safety policies; and
- effective communication and pro-active approach to all health and safety matters.

The parties are confident that by encouraging the foregoing principles of education, cooperation, and responsibility that they will be able to promote and achieve a safe workplace for all persons.

Signed and dated at Vaughan this 1st day of May, 2022.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

FIL BELLO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 14

BETWEEN:

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the “**Union**”)

Re: Subcontracting for Board Areas 9, 10, 11, 12 and 29 (Outside the Towns of Whitby, Oshawa, or Clarington)

- (a) This Letter of Understanding does not in any way apply to work in the Towns of Whitby, Oshawa, or Clarington. Where the employer seeks to contract or subcontract work set out in Article 1.02(a), or 1.02(c) of the collective agreement on a specific job in Board Areas 9, 10, 11, 12 or 29 (outside the Towns of Whitby, Oshawa or Clarington), or to contract or subcontract work set out in Article 1.02(b) of the collective agreement on a specific job in Board Area 9 or 10 (outside the Towns of Whitby, Oshawa or Clarington), and cannot obtain reasonable bids from contractors in contractual relations with the Union (“Union Contractors”) for any such work, it shall advise the Union in writing and provide the Union with the tender/bid package for the specific work, the list and contact information for the contractors contacted for the work, and if the Union cannot get one Union Contractor to provide a reasonable bid for the work within 15 calendar days, the Union will waive the requirement for contracting or subcontracting for that specific work on that job.
- (b) Any dispute over the interpretation, application or alleged violation of this provision may be referred, by either party, to an expedited dispute process described as follows:
- (i) Names of arbitrators: Eli Gedalof; Harvey Beresford; Bernard Fishbein; Jesse Nyman; Brian Maclean
 - (ii) Time frames for hearing and decision (bottom line with reasons to follow) evenings and weekends.
 - (iii) An employer who contracts or subcontracts in accordance with the decision of the arbitrator, or in accordance with the Union's waiver, will be deemed to be compliant with the contracting and subcontracting provisions of the agreement. In such a scenario, the employer will exercise best efforts to not contract or subcontract the work to a contractor who is bound to a collective agreement that covers the applicable work within the applicable Board Area with a union other than any local or affiliated union of the Labourers' International Union of North America.
- (c) For the purpose of clarity, the parties agree that the Union shall not in any manner whatsoever, grieve, penalize, fine, impose any consequence upon, or seek to enforce the applicable collective agreement in any manner whatsoever against any contractor bound to a collective agreement that applies to work forming any part of the subcontracting provisions of

*Letter of Understanding No. 14
Subcontracting for Board Areas 9, 10, 11, 12 and 29
(Outside the Towns of Whitby, Oshawa, or Clarington)*

the DRCLB Agreement because the Builder has a non-Union contractor performing work in accordance with this Letter of Understanding. For the purpose of further clarity, enforcing the applicable collective agreement includes refusing to perform any work forming any part of the subcontracting provisions of the DRCLB Agreement (or to continue to perform work) or to be directed or requested by the Union in any manner whatsoever or for any reason whatsoever, to work or not to work (or to continue to work or not to work) at the Builder's sites within the geographic scope of the TRCLB, DRCLB, or MTABA Agreement.

Signed and dated at Vaughan this 1st day of May, 2022.

ON BEHALF OF:
LABOURERS' INTERNATIONAL UNION OF
NORTH AMERICA, LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:
DURHAM RESIDENTIAL CONSTRUCTION
LABOUR BUREAU

LOU BADA

TONY MUTO

JASON MORIN

FIL BELLO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 15

B E T W E E N :

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the “**Union**”)

Re: Health and Safety Training

***WHEREAS** the parties are jointly committed to a safe and healthy work environment and recognize the importance of appropriate training to ensure that employees have the requisite knowledge to work in a healthy and safe manner; and*

***WHEREAS** the parties wish to ensure the employees benefit from Occupational Health and Safety Training appropriate to their work industry; and*

***WHEREAS** the parties have agreed to include a certification requirement as a condition of employment in Article 10.08 and*

***WHEREAS** the parties wish to provide transition provisions to ensure that the application of Article 10.08 does not cause a hardship for employees or the Employer;*

***NOW THEREFORE** the parties agree as follows:*

By no later than July 1, 2010, the Employer shall complete an inventory of each employee’s health and safety certificate status;

Within sixty (60) days of completing the inventory, the Employer shall notify each employee, in writing with a copy to the Union, of which certifications the employee is required to obtain or to maintain current;

The employee shall be required to obtain the identified certification(s) on their own time, but in the event that the Employer fails to provide the requisite written notice, the Employer shall pay the employee their regular rate for each hour spent taking the required courses;

Each employee shall obtain the required certification(s) as identified by the Employer prior to commencing work on April 1, 2011.

Letter of Understanding No. 15
Health and Safety Training

Commencing with the construction season on April 1, 2011, the Union agrees that it shall not dispatch persons to work for an Employer who has not obtained the certification(s) required for the type of work to be performed and the Employer agrees not to employ persons who have not obtained such certificate(s).

After April 1, 2011 if an Employer is required to hire a new employee to the low-rise residential sector in accordance with the provision of the Agreement the Union shall issue a Referral Slip in accordance with Article 2.02 and the employee must attend the Health and Safety Program to be developed by the Bureau after being hired and attain a certificate of program completion on the employee's own time.

Nothing in the Agreement can be taken to abrogate the responsibilities of the Employer, the Union, or the employee pursuant to the provisions of the Occupational Health and Safety Act.

Signed and dated at Vaughan this 1st day of May, 2022.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

FIL BELLO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 16

BETWEEN:

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and –

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the “**Union**”)

Re: Industry Review

The parties agree a review of the industry for builders bound to this Collective Agreement is vitally important to all employees working under this Agreement.

The parties therefore agree that representatives of the Union and the Bureau shall meet once every three (3) months for an industry review discussion.

Signed and dated at Vaughan this 1st day of May, 2022.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

FIL BELLO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

TAB 6

General Operating By-law No. 1

THE DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU

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General Operating By-law No. 1

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU

A By-law relating to the transaction of the activities and affairs of **DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU** (the “**Corporation**”).

Be it enacted as a By-law of the Corporation as follows:

ARTICLE 1 INTERPRETATION

1.01 Definitions

In this By-law, unless the context otherwise requires:

- (a) “**Act**” means the *Not-for-Profit Corporations Act, 2010* (Ontario) and where the context requires, includes the regulations made under it, as amended from time to time;
- (b) “**Articles**” means any instrument that incorporates the Corporation or modifies its incorporating instrument, including articles of incorporation, restated articles of incorporation, articles of amendment, articles of amalgamation, articles of arrangement, articles of continuance, articles of dissolution, articles of reorganization, articles of revival, letters patent, supplementary letters patent or special act;
- (c) “**Board**” means the board of directors of the Corporation;
- (d) “**By-law**” means this By-law of the Corporation and all other By-laws of the Corporation;
- (e) “**Chair of the Board**” means the president of the Corporation and chair of the Board;
- (f) “**Director**” means an individual elected or appointed to the Board;
- (g) “**Executive Director**” means the individual appointed as chief executive officer of the Corporation;
- (h) “**ex-officio**” means membership “by virtue of office” and includes all rights, responsibilities, and power to vote unless otherwise specified;
- (i) “**JRCA**” means the Joint Residential Construction Association;
- (j) “**Members**” means members of the Corporation as described in Article 3;
- (k) “**ordinary resolution**” means a resolution that, is submitted to a Members’ meeting and passed at the meeting, with or without amendment, by at least

a majority of the votes cast, or is consented to by each Member entitled to vote at a Members' meeting or the Member's attorney;

- (l) “**person**” includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate and a natural person in their capacity as trustee, executor, administrator, or other legal representative;
- (m) “**Policies**” means a rule or a policy adopted by the Board in accordance with section 2.07;
- (n) “**RESCON**” means the Residential Construction Council of Ontario;
- (o) “**Secretary**” means the secretary of the Board;
- (p) “**special resolution**” means a resolution that is submitted to a special Members' meeting duly called for the purpose of considering the resolution and passed at the meeting, with or without amendment, by at least two-thirds of the votes cast, or consented to by each Member entitled to vote at a Members' meeting or the Member's attorney;
- (q) “**telephonic or electronic means**” means any means that uses the telephone or any other electronic or other technological means to transmit information or data, including telephone calls, voice mail, fax, e-mail, automated touch-tone telephone system, computer or computer networks;
- (r) “**Treasurer**” means the treasurer of the Board; and
- (s) “**Vice Chair**” means one or more vice chair(s) of the Board.

1.02 Interpretation

In this By-law, unless the context otherwise requires and other than as specifically defined in this By-law, all terms contained in this By-law that are defined in the Act shall have the meanings given to the terms in the Act, words importing the singular shall include the plural and vice versa, references to persons shall include firms and corporations, words importing one gender shall include all genders, and headings are used for convenience of reference and do not affect the interpretation of this By-law. Any reference to a statute in this By-law includes, where the context requires, the statute and the regulations made under it, all as amended or replaced from time to time.

1.03 Severability and Precedence

The invalidity or unenforceability of any provision of this By-law shall not affect the validity or enforceability of the remaining provisions of this By-law.

ARTICLE 2 ORGANIZATION AND FINANCIAL

2.01 Registered Office

The Corporation shall at all times have a registered office in Ontario at the location specified in its Articles. The Corporation may change the location of the registered office within a municipality or geographic township by resolution of the Directors. The Corporation may change the municipality or geographic township in which the registered office is located to another place in Ontario by special resolution.

2.02 Seal

The Corporation's seal, if any, shall be in the form determined by the Board.

2.03 Financial Year

Unless otherwise determined by the Board, the Corporation's fiscal year end shall be the last day of July in each year. The Board shall approve the Corporation's annual financial statements that relate to the period that began immediately after the end of the last completed financial year and ended not more than six months before the annual Members' meeting or, if the Corporation has not completed a financial year, that began on the date the Corporation came into existence and ended not more than six months before the annual Members' meeting.

2.04 Execution of Documents

- (a) Subject to sections 2.04(b) and 2.04(c) of this By-law, deeds, transfers, assignments, contracts, agreements, mortgages, conveyances, obligations, certificates or any other instruments or documents requiring the Corporation's signature (excluding collective agreements, each a "**Document**"), shall be signed by any two (2) of the Chair of the Board, the Vice Chair, the Treasurer, the Secretary and the Executive Director and all Documents so signed shall be binding upon the Corporation without any further authorization or formality.
- (b) All cheques, drafts or orders for the payments of money and all notes and acceptances and bills of exchange shall be signed by any one (1) Director and in such manner as the Board may from time to time designate. Cheques in amounts in excess of \$5,000.00 must be signed by the Chair or Treasurer and one (1) other officer.
- (c) The Board may from time to time, by resolution, direct the manner in which and the person or persons by whom any particular Document may or shall be signed. Any signing officer may affix the Corporation's seal to any Document, and may certify a copy of any Document, resolution, or By-law of the Corporation to be a true copy.

- (d) Collective agreements to which the Corporation is a party shall be signed by the Labour Negotiation Committee provided it has been properly ratified according to section 4.15.

2.05 Financial Review

The Members entitled to vote shall, at each annual Members' meeting, appoint a person as auditor or who meets the independence and qualifications criteria set forth in the Act, to audit the Corporation's accounts and to report to the Members at the next annual Members' meeting. The auditor shall hold office until the next annual Members' meeting, provided that the Directors shall immediately fill a vacancy in the office of auditor in accordance with the Act. Unless the Members determine otherwise, following the Members' appointing the auditor, the Board shall fix the auditor's remuneration.

2.06 Insurance

Subject to the *Act* and applicable laws, the Corporation may purchase and maintain insurance for the benefit of an individual referred to in section 5.19, against any liability incurred by that individual in the individual's capacity as a Director or an officer of the Corporation, or, in the individual's capacity as a director or officer, or in a similar capacity, of another entity if the individual acts or acted in that capacity at the Corporation's request.

2.07 Policies

The Board may, from time to time, make such Policies as it may deem necessary or desirable in connection with the management of the Corporation's activities and affairs and the conduct of the Directors, officers and Members, provided however that any such Policy shall be consistent with the provision of the Act and the By-laws.

ARTICLE 3 MEMBERSHIP IN THE CORPORATION

3.01 Classes and Conditions of Membership

Subject to the Articles, there shall be one (1) class of Members in the Corporation. The Members shall consist of employers, whether incorporated or unincorporated, actively engaged in the residential construction industry in the Province of Ontario who have applied for and been accepted as a Member by Board resolution or in such other manner as may be determined by the Board. No qualified applicant shall be denied membership. The Members of the Corporation shall also be accorded membership in RESCON.

3.02 Rights of Members

Each Member shall be entitled to receive notice of, attend and vote at all Members' meetings and each such Member shall be entitled to one (1) vote at such meetings.

3.03 Termination of Membership

The rights of a Member lapse and cease to exist when the membership terminates for any of the following reasons:

- (a) if an individual, the Member dies or resigns, or in the case of a partnership, trust or body corporate, is dissolved;
- (b) the Member ceases to maintain the qualifications for membership set out in Section 3.01;
- (c) the Member resigns by delivering a written resignation to the Chair of the Board in which case such resignation shall be effective thirty (30) days after its receipt and upon payment of all fees, dues and assessments due and payable for the year in which the resignation will take effect, provided that no resignation shall be received during the period commencing within ninety (90) days prior to the expiry of any such collective agreement and ending on the date the renewed collective agreement is signed by the Corporation;
- (d) the Member is expelled or the Member's membership is otherwise terminated in accordance with the Articles or this By-law;
- (e) the Member's term of membership, if any, expires; or
- (f) the Corporation is liquidated or dissolved under the Act.

Subject to the Articles or By-law, upon any termination of membership, the Member's rights, including any rights in the Corporation's property, automatically cease to exist.

3.04 Membership Fees

- (a) The Board may require Members to make an annual contribution or pay annual dues or fees to the Corporation and may determine the manner in which the contribution is to be made or the dues are to be paid. Annual dues and initiation fees as prescribed by the board shall be due and payable for each new member upon admission and thereafter within thirty (30) days after the commencement of each financial year of the Corporation. Assessments shall be due and payable on the date for payment set out in the notice given by the Corporation. If any amounts owing are not paid within sixty (60) days of the due date, any Member in default shall automatically cease to be Members but shall be reinstated upon the payment of all unpaid amounts within a further thirty (30) days. A Member who fails make such payments within the time frame noted will automatically cease to be a Member but will remain liable for all unpaid amounts.
- (b) The Board may from time to time levy such fees, dues and assessments as it shall determine in connection with collective bargaining and other

functions carried on by the Corporation and such fees, dues and assessments may be based upon such formula or formulae as may be determined from time to time by the Board or contained in a collective agreement signed by the Corporation. Such fees, dues and assessments shall be remitted to the Corporation upon such dates or times, and in such manner, determined by the Board. Any Member who ceases to be a Member shall remain liable for any unpaid fees, dues and assessments.

- (c) The Corporation shall provide funding directly to RESCON directly or through the JRCA in lieu of annual membership dues for its Members provided the amount of such funding is not less than other individual members' fees.
- (d) From time to time a levy may be imposed of such dues, fees and assessments as it shall determine, based upon a formula of a cent, cents or fraction of a cent per hour earned worked by specified employees of Members.

3.05 Member Discipline or Expulsion

The Board, by decision of two-thirds, shall have the power to discipline or expel a Member in the following circumstances:

- (a) the Member defaults in payment of dues, fees, or assessments; or
- (b) the Member violates any provision of the Articles, By-laws or Policies; or
- (c) the Member is engaged in conduct that is likely to adversely impact the Corporation's reputation, as determined by the Board in its sole discretion; or
- (d) the Member interferes with the membership entitlements of other Members or the right and privileges of users of the Corporation's facilities or participants in the Corporation's programs.

All disciplinary action or expulsion of a Member shall be done in good faith and in a fair and reasonable manner.

In the event a disciplinary or expulsion action is taken against a Member, the Member shall be given at least fifteen (15) days' notice of said disciplinary action or termination, with reasons; and be given an opportunity to be heard by the Board, orally or in writing, not less than five (5) days before the disciplinary action or termination of membership becomes effective. The provisions of this section 3.05 are in addition to any Policies adopted by the Board from time to time.

3.06 Transferability

A membership in the Corporation is not transferable.

3.07 Rights and Duties

Each member of the Corporation shall by virtue of its application for and admission into membership in the Corporation, be deemed to have agreed to and accepted all of the conditions, duties, rights and obligations contained in the By-laws and Policies, and without limiting the generality of the foregoing shall be deemed to have agreed as follows with respect to the residential building industry:

- (a) to be bound by and to observe and perform any and all Policies;
- (b) to pay dues, fees and assessments levied in accordance with the provisions of this By-law whether under suspension or not and in case of resignation or termination of membership for any cause whatsoever to remain liable for payment of any dues, fees and assessments which became payable to the Corporation prior to the acceptance of the resignation or termination of membership;
- (c) to provide, when requested, a certificate of the member's auditor for the purpose of determining liability for dues, fees and assessments at the discretion of the Board;
- (d) to assign to the Corporation its rights and obligations to bargain collectively with The Labourers' International Union of North America (LiUNA) ("**Local 183**") for the residential construction industry, and to authorize the Corporation to enter into and administer collective agreements, undertakings and contracts with Local 183 in accordance with the provisions of this By-law and on such terms as the Corporation considers proper, and to amend, vary, modify, suspend or terminate such agreements, undertakings and contracts;
- (e) to authorize and appoint the Corporation to represent the interests of the members and any other employers whom it is authorized to represent in connection with any matters arising under the Labour Relations Act or other applicable statutes of Ontario relating to collective bargaining or labour relations with a trade union including, without limiting the generality of the foregoing, making defending or intervening in any applications, complaints, prosecutions, or grievances;
- (f) that it will not perform on its own behalf, and has not and will not authorize or appoint any other person, firm or association to perform any of the aforesaid matters or things and in particular not to negotiate, execute or enter into a collective agreement or other undertaking or contract with Local 183 the period of the duration of which covers the whole or any part of the term of a collective agreement or other undertaking or contract entered into by the Corporation on behalf of or binding upon such general member or to amend, vary, modify in any way or to cancel or terminate the same;

- (g) to be bound during their respective terms by all collective agreements, and other undertakings and contracts between the Corporation and Local 183 in accordance with the provisions of this By-law;
- (h) that the conditions, duties, rights and obligations contained in the By-law shall bind the Corporation and its Members to the same extent as if they have been signed, sealed and delivered by the Corporation and by each of its Members, and between the Members *inter se* provided that the said conditions, duties, rights, and obligations as amended, extended or revoked from time to time shall remain binding upon each and all of the said parties if such requirements of the Articles and By-laws notwithstanding the absence of consent of any individual party or parties. No action suit, motion, claim, grievance, complaint or other proceeding shall be commenced by the Corporation or by any member of the Corporation to enforce said contract or claim damages or other relief for breach of the said contract without the approval of the Board. In view of the nature of the said conditions, duties, rights and obligation they shall be enforceable, inter alia, by injunction.

ARTICLE 4 MEMBERS' MEETINGS

4.01 Annual Meetings

The Board shall call an annual meeting of the Members within six (6) months of the financial year end and not later than fifteen (15) months after the last annual meeting.

The business transacted at the annual meeting shall include:

- (a) receipt of the agenda;
- (b) receipt of the minutes of the previous annual and subsequent special meetings;
- (c) consideration of the financial statements;
- (d) report of the auditor or person who has been appointed to conduct a review engagement;
- (e) reappointment or new appointment of the auditor or a person to conduct a review engagement for the coming year;
- (f) election of Directors; and
- (g) such other or special business as may be set out in the notice of meeting.

4.02 Special Meetings

The Board or the Chair of the Board shall have power to call, at any time, a special meeting of the Members.

4.03 Place of Meetings

Members' meetings shall be held at the Corporation's registered office or at any place in Ontario as the Board may determine. The Corporation may hold Members' meetings concurrently with JRCA entities but each entity will have a separate meeting and keep separate minutes.

4.04 Special Business

In accordance with the Act, all business transacted at a special meeting of the Members and all business transacted at an annual meeting of the Members is special business except for consideration of the financial statements; consideration of the audit or review engagement report, if any; an extraordinary resolution to have a review engagement instead of an audit or to not have an audit or a review engagement; election of Directors; and reappointment of the incumbent auditor or person appointed to conduct a review engagement.

4.05 Notice of Meetings

- (a) Notice of the time and place of a Members' meeting shall be given in accordance with section 8.01:
 - (i) to each Director,
 - (ii) to each Member entitled to receive notice, and
 - (iii) to the Corporation's auditor or the person appointed to conduct a review engagement of the Corporation,

not less than ten (10) days and not more than fifty (50) days prior to the meeting.

- (b) Notice of a Members' meeting is not required to specify a place of the meeting if the meeting is to be held entirely by one or more telephonic or electronic means. If a person may attend a meeting of the Members by telephonic or electronic means, the notice of the meeting must include instructions for attending and participating in the meeting by the telephonic or electronic means that will be made available for the meeting, including, if applicable, instructions for voting by such means at the meeting.
- (c) Notice of a Members' meeting at which special business is to be transacted must:

- (i) state the nature of that business in sufficient detail to permit a Member to form a reasoned judgment on the business; and
 - (ii) state the text of any special resolution to be submitted to the meeting.
- (d) The Board may fix in advance a record date for determining Members entitled to receive notice of and to vote at a Members' meeting. The record date must be not more than fifty (50) days prior to the date of the Members' meeting. If no record date is fixed, the record date for determining Members entitled to receive notice of and to vote at Members' meetings shall be (i) the close of business on the day immediately preceding the day on which notice is given, or (ii) if no notice is given, the day on which the meeting is held.
- (e) The Corporation is not required to give notice of a Members' meeting to Members who were not registered on the Corporation's records on the record date determined under subsection 4.05(d).
- (f) Not less than the prescribed number of days under the *Act*, before each annual meeting or before the signing of a resolution in lieu of the annual meeting, the Corporation shall give a copy of the Board-approved financial statements, auditor's report, and any further information respecting the financial position of the Corporation and the results of its operations required by the Articles or this By-law to all Members who have informed the Corporation that they wish to receive a copy of those documents.

4.06 Adjournments

- (a) If within one-half ($\frac{1}{2}$) hour after the time appointed for a Members' meeting, the meeting has not commenced because a quorum is not present, the Members present may adjourn the meeting to a fixed time and place, but may not transact any other business.
- (b) If a Members' meeting is adjourned for less than thirty (30) days, no meeting notice that continues the adjourned meeting is required if all of the following are announced at the time of the adjournment:
- (i) the time of the continued meeting;
 - (ii) if applicable, the place of the continued meeting; and
 - (iii) if applicable, instructions for attending and participating in the continued meeting by the telephonic or electronic means that will be made available for the meeting, including, if applicable, instructions for voting by such means at the meeting.

- (c) If a Members' meeting is adjourned by one or more adjournments for an aggregate of more than thirty (30) days, notice of the meeting that continues the adjourned meeting shall be given in accordance with section 4.05.

4.07 Persons Entitled to be Present

The only persons entitled to attend a Members' meeting are the Members, the Directors, the auditor or the person who has been appointed to conduct a review engagement of the Corporation, if any, and others who are entitled or required under any provision of the Act or the Articles or the By-laws of the Corporation to be present at the meeting. Any other person may be admitted only if invited by the chair of the meeting or with the majority consent of the Members present at the meeting.

4.08 Chair of the Meeting

The chair of Members' meetings shall be:

- (a) the Executive Director; or
- (b) the Chair of the Board, if the Executive Director is absent, unable or unwilling to act; or
- (c) the Vice Chair, if the Chair of the Board is absent, unable, or unwilling to act; or
- (d) a chair elected by the Members present if the Executive Director, Chair of the Board and Vice Chair are absent or unable to act. The Secretary, if one has been appointed and present at the meeting, shall preside at the election of the meeting chair, but if the Secretary is not present, the Members, from those present, shall choose a Member to preside at the election.

4.09 Quorum

A quorum for the transaction of business at a Members' meeting is twenty percent (20%) of the Members entitled to vote at the meeting, including persons present by telephonic or electronic means or by proxy if permitted by the By-law plus a majority of the Directors. If a quorum is present at the opening of a Members' meeting, the Members present may proceed with the meeting's business, even if quorum is not present throughout the meeting.

4.10 Meetings Held by Electronic Means

A meeting of the Members may be held entirely by one or more telephonic or electronic means or by any combination of in-person attendance and by one or more telephonic or electronic means if the Corporation chooses to make those means available, provided that those means must enable all persons entitled to attend the meeting to reasonably participate. A person participating in the meeting by those means is deemed to be present at the meeting. A vote at a meeting of the Members may be conducted entirely by one or more

telephonic or electronic means or by a combination of one or more telephonic or electronic means and voting in person.

4.11 Voting of Members

Business arising at any Members' meeting, except for labour negotiations as provided in section 4.15, shall be decided by a majority of votes unless otherwise required by the Act, the Articles, or this By-law, provided that:

- (a) every question submitted to any Members' meeting shall be decided in the first instance by a show of hands and the chair of the meeting, if a Member, shall have a vote.
- (b) an abstention shall not be considered a vote cast;
- (c) before or after a show of hands has been taken on any question, the chair of the meeting may require, or any Member or proxyholder may demand, a written ballot. A written ballot so required or demanded shall be taken in such manner as the chair of the meeting shall direct. Member may withdraw a demand for a ballot; and
- (d) if there is a tie vote, the chair of the meeting shall require a written ballot, and shall not have a second or casting vote. If there is a tie vote upon written ballot, the motion is lost.

4.12 Absentee Voting by Mail or by Telephonic or Electronic Means

Members entitled to vote at a Members' meeting may vote by mail or by telephonic or electronic means in accordance with the Act.

4.13 Absentee Voting by Proxy

The Corporation may send, or otherwise make available, a form of proxy to each Member who is entitled to receive meeting notice concurrently with or before giving the Members' meeting notice. Directors may, by resolution, fix a time (not exceeding 48 hours, excluding Saturdays and holidays) before any meeting or continuance of an adjourned Members' meeting before which time proxies to be used at that Members' meeting must be deposited with the Corporation, and such time shall be specified in the meeting notice. A proxyholder shall be a Member.

4.14 Written Resolution in Lieu of Meeting

A resolution signed by all of the Members entitled to vote on that resolution at a Members' meeting is valid as if it had been passed at a Members' meeting, except for Members' meetings where a Director or auditor submits a statement giving reasons for their resignation or opposing their removal, or as otherwise provided in the Act. The Corporation shall keep a copy of every written Members' resolution with the Members' meeting minutes.

4.15 Labour Negotiations

- (a) The other provisions of this By-law shall apply with respect to labour negotiations except where they are inconsistent with the express provisions of this section 4.15.
- (b) At all meetings of the Corporation held for the purposes of ratifying labour negotiations the presence in person or by proxy of at least thirty-three percent (33%) of the Members of the Corporation entitled to vote at the meeting shall constitute a quorum.
- (c) All questions at such meetings shall be decided by a majority of votes cast.
- (d) The Corporation may, in its own name or in the name of any body or group which authority has been properly delegated, make application for accreditation within any sector or sectors in any geographical area or areas defined under the appropriate labour relations legislation or as determined by the appropriate Labour Relations Board.

ARTICLE 5 DIRECTORS

5.01 Duties and Responsibilities

Subject to the Act and the Articles, the Board shall manage or supervise the management of the activities and affairs of the Corporation.

5.02 Number of Directors

- (a) In accordance with the Articles, the Board shall consist of a minimum and maximum number of Directors, the number of Directors being set at six(6), who satisfy the criteria set out in section 5.03 of this By-law and shall be elected by the Members entitled to vote in accordance with section 5.04 of this By-law or appointed in accordance with section 5.05 of this By-law.
- (b) The number of Directors of the Corporation and the number of Directors to be elected at the annual Members' meeting must be the number determined from time to time by special resolution or, if a special resolution empowers the Directors to determine the number, by Board resolution. No decrease in the number of Directors shall shorten the term of an incumbent Director.

5.03 Director Qualifications

An individual is disqualified from being a Director if they:

- (a) are under eighteen (18) years old;

- (b) are a person who has been found under the *Substitute Decisions Act*, 1992 or under the *Mental Health Act* to be incapable of managing property;
- (c) are a person who has been found to be incapable by any court in Canada or elsewhere;
- (d) have the status of a bankrupt; and
- (e) are not a partner, principal, shareholder or senior officer of a Member, and this eligibility may only be challenged within seven (7) days of election or seven (7) days of the first meeting after change in status becomes generally known, whichever is later.

A Board decision as to whether or not an individual is qualified to be a Director is final.

5.04 Election of Directors and Term

- (a) Subject to the Articles, Directors shall be elected by the Members by ordinary resolution at an annual meeting of Members at which an election of Directors is required.
- (b) The terms of office of Directors shall be up to three (3) years or as determined by ordinary resolution of the Members.
- (c) If Directors are not elected at a meeting of Members, provided that each such Director shall hold office until the earlier of the date on which their office is vacated pursuant to section 5.05 or until the end of the meeting at which their successor is elected or appointed.
- (d) Directors shall be eligible for re-election without limitation.

5.05 Appointments and Filling Vacancies

So long as there is a quorum of Directors in office, any vacancy occurring in the Board may be filled by the Directors then in office, provided that a Director appointed to fill a vacancy shall be only appointed for the unexpired portion of the term of such Director's predecessor.

In the absence of a quorum of Directors, or if the Members have failed to elect the number of Directors (or the minimum number of Directors provided for in the Articles), the Directors then in office shall without delay call a Members' meeting to fill the vacancy.

So long as there is a quorum of Directors in office, Directors may appoint one or more additional Directors to hold office for a term expiring not later than the close of the next annual Members' meeting, but the total number of Directors so appointed shall not exceed one-third (1/3) of the number elected at the previous annual Members' meeting.

5.06 Director Consent to Serve as a Director

An individual elected or appointed to hold office as a Director shall consent in writing to such election or appointment before or within ten (10) days after the election or appointment unless such Director has been re-elected or reappointed where there is no break in the Director's term of office. If an elected or appointed Director consents in writing after the ten (10) day period referred to in this section, the election or appointment is valid.

5.07 Nomination Procedure for Election of Directors

Nominations made for the election of Directors at a Members' meeting may be made only:

- (a) by the Board in accordance with the nominating and election procedure prescribed by the Board from time to time; or
- (b) in accordance with the process set out in the Act, by not less than five percent (5%) of the Members entitled to vote at the Members' meeting at which the election is to occur. The Board decision as to whether a candidate is qualified to stand for election is final.

5.08 Vacation of Office

- (a) The office of a Director shall be automatically vacated if the Director:
 - (i) dies;
 - (ii) resigns in writing;
 - (iii) has been absent from three (3) consecutive Director's meetings as determined by the Directors;
 - (iv) is removed by the Members in accordance with subsection 5.08(c);
or
 - (v) becomes disqualified under section 5.03.
- (b) A resignation of a Director becomes effective at the time the resignation is received by the Corporation or at the time specified in the resignation, whatever is later. A Director who resigns or is removed shall not be entitled to give a statement giving reasons for resigning or for opposing their removal.
- (c) The Members may, by ordinary resolution at a special Members' meeting, remove from office any Director or Directors and may elect a qualified individual to fill the resulting vacancy for the remainder of the term of the Director(s) so removed.

- (d) Where there is a Board vacancy, the remaining Directors may exercise all the Board powers so long as a quorum remains in office.

5.09 Directors Remuneration

The Directors shall serve as such without remuneration and no Director shall directly or indirectly receive any profit from their position as such provided that a Director may be reimbursed reasonable expenses incurred by the Director in the performance of their duties.

5.10 Delegation – Executive Committee

The Board may appoint from their number a managing director or a committee of Directors (which may be referred to as an executive committee) and delegate to the managing director or committee any of the powers of the Board except those which may not be delegated by the Board pursuant to subsection 36(2) of the Act as follows:

- (a) to submit to the Members any question or matter requiring the Members' approval;
- (b) to fill a vacancy among the Directors or in the position of auditor or of a person appointed to conduct a review engagement of the Corporation;
- (c) to appoint additional Directors;
- (d) to issue debt obligations except as authorized by the Directors;
- (e) to approve any annual financial statements;
- (f) to adopt, amend or repeal By-laws; or
- (g) to establish contributions to be made, or dues to be paid, by Members.

Unless otherwise determined by the Board, such a committee shall have the power to fix its quorum at not less than a majority of its members, to elect its chair, and to otherwise regulate its procedures.

5.11 Audit Committee

If the Board adopts an audit committee, the following provisions shall apply:

- (a) The audit committee shall be comprised of one or more Directors and a majority of the audit committee members must not be officers or employees of the Corporation or of any of its affiliates;
- (b) The audit committee shall review the Corporation's financial statements before they are approved by the Directors; and
- (c) The auditor or person appointed to conduct a review engagement is entitled to notice of the time and place of any audit committee meeting.

5.12 Other Committees

The Board may from time to time appoint any committee or other advisory body, as it deems necessary or appropriate for such purposes and, subject to the Act, with such powers as the Board shall see fit. Any such committee may formulate its own rules of procedure, subject to such regulations or directions as the Board may from time to time make. Any committee member may be removed by resolution of the Board. The Board may fix any remuneration for committee members who are not also Directors.

5.13 Books and Records

The Directors shall see that all necessary books and records of the Corporation required by the Act, the Corporation's By-laws, or by any applicable statute or law are regularly and properly kept.

5.14 Standard of care

Every Director and officer in exercising their powers and discharging their duties to the Corporation shall,

- (a) act honestly and in good faith with a view to the Corporation's best interests; and
- (b) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

5.15 Declaration of Conflict

A Director who is a party to a material contract or transaction or proposed material contract or transaction with the Corporation or is a director or officer of, or has a material interest in, any person who is a party to a material contract or transaction or proposed material contract or transaction with the Corporation shall make the disclosure required by the Act. Except as provided by the Act, no such Director shall attend any part of a meeting of Directors during which the contract or transaction is discussed or vote on any resolution to approve any such contract or transaction. The Directors and officers shall comply with the conflict of interest provisions of the Act and any Policies.

5.16 General and Continuing Disclosure of Interest

For the purposes of section 5.15, a general notice to the Directors by a Director or officer declaring that the Director or officer is a director or officer of or has a material interest in a person, or that there has been a material change in the Director's or officer's interest in the person, and is to be regarded as interested in any contract or transaction entered into with that person is sufficient declaration of interest in relation to any contract or transaction so made.

5.17 Confidentiality

Every Director, officer, and committee member of the Corporation shall respect the confidentiality of matters brought before the Board or before any committee.

5.18 Liability of Directors and Officers

No Director, officer or committee member of the Corporation is liable for the acts, neglects or defaults of any other Director, officer, committee member or employee of the Corporation or for joining in any receipt or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by resolution of the Board or for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the money of or belonging to the Corporation shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or Corporation with whom or which any moneys, securities or effects shall be lodged or deposited or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of their respective office or trust provided that they have:

- (a) complied with the Act and the Corporation's Articles and By-laws; and
- (b) exercised their powers and discharged their duties in accordance with the Act.

5.19 Indemnification of Directors and Others

- (a) Every Director or officer or former Director or officer of the Corporation or an individual who acts or acted at the Corporation's request as a director or officer, or in a similar capacity, of another entity, shall be indemnified and saved harmless out of the Corporation's funds from and against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other action or proceeding in which the individual is involved because of that association with the Corporation or other entity.
- (b) The Corporation may advance money to an individual referred to in subsection 5.19(a) for the costs, charges and expenses of an action or proceeding referred to in that subsection, but the individual shall repay the money if the individual does not fulfil the conditions set out in subsection 5.19(c).
- (c) The Corporation shall not indemnify an individual under subsection 5.19(a) unless:
 - (i) the individual acted honestly and in good faith with a view to the Corporation's best interests or other entity for which the individual

acts or acted at the Corporation's request as a director or officer, or in a similar capacity, as the case may be; and

- (ii) if the matter is a criminal or administrative proceeding that is enforceable by a monetary penalty, the individual had reasonable grounds for believing that their conduct was lawful.

ARTICLE 6 BOARD MEETINGS

6.01 Calling of Meetings

Meetings of the Board may be called by the Executive Director, the Chair of the Board, the Vice-Chair of the Board, or any two (2) Directors at any time.

6.02 Place of Meetings

Meetings of the Board may be held at the registered office of the Corporation or at any other place within or outside of Canada, as the Board may determine.

6.03 Notice of Meetings

- (a) Notice of meetings, other than meetings described in sections 6.04 and 6.05 of this By-law, shall be given to all Directors at least 48 hours prior to the meeting. The Chair of the Board, a Vice Chair, the Executive Director or any two (2) Directors may call a meeting on less notice, by such means as are deemed appropriate, provided that notice is given to all Directors and the majority of the Directors consent to the holding of such meeting.
- (b) Notice of a Board meeting is not necessary if all Directors are present and none objects to the holding of the meeting, or if those absent have waived notice or otherwise signified their consent to the holding of the meeting. Notice of an adjourned Board meeting is not required if the time and place of the adjourned meeting is announced at the original meeting.
- (c) Unless the By-law otherwise provides, no notice of a Board meeting need specify the purpose of the business to be transacted at the meeting, unless the meeting is intended to deal with a matter referred to in section 5.10, in which case the notice must specify that matter.
- (d) Notice of a meeting of Directors need not specify a place of the meeting if the meeting is to be held entirely by one or more telephonic or electronic means. If the Directors may attend a meeting by telephonic or electronic means, the notice of the meeting must include instructions for attending and participating in the meeting by the telephonic or electronic means that will be made available for the meeting, including, if applicable, instructions for voting by such means at the meeting.

6.04 Meeting of Board after Annual Meeting

Provided a quorum of Directors is present, the Board may, without notice, hold a meeting immediately following the annual Members' meeting.

6.05 Regular Meetings

The Board may appoint one (1) or more days for regular Board meetings at a place and time named. A copy of any Board resolution fixing the place and time of regular Board meetings shall be given to each Director forthwith after being passed, but no other notice shall be required for any such regular meeting except if notice is required to be given because the meeting is intended to deal with a matter referred to in section 5.10 of this By-law, in which case the notice must specify that matter.

6.06 No Alternate Directors

No person shall act for an absent Director at a meeting of the Board. A Director shall not be entitled to vote by proxy.

6.07 Participation at Meeting by Telephone or Electronic Means

A meeting of Directors may be held entirely by one or more telephonic or electronic means or by any combination of in-person attendance and by one or more telephonic or electronic means, provided that all persons attending the meeting are able to communicate with each other simultaneously and instantaneously. A Director participating in the meeting by those means is deemed to be present at the meeting.

6.08 Quorum

A majority of the Directors shall constitute a quorum.

6.09 Votes to Govern

Each Director present at a Board meeting shall be entitled to one (1) vote on each matter. Any question arising at any Board meeting or any committee meeting, shall be determined by a majority of votes. The chair of the meeting may vote at first instance and in the case of an equality of votes, the chair of the meeting may cast a second vote.

6.10 Ballots

The vote on any question shall be taken by secret ballot if so demanded by any Director present and entitled to vote. Such ballots shall be counted by the meeting chair. Otherwise a vote shall be taken by a show of hands. Unless a ballot is demanded, an entry in the minutes to the effect that the meeting chair declared that a resolution has been carried, or carried by a particular majority, or defeated, shall be conclusive in the absence of evidence to the contrary.

6.11 Dissent of Director at Meeting

A Director is who is present at a meeting of the Board or of a committee of Directors is deemed to have consented to any resolution passed or action taken at the meeting, unless:

- (a) the Director's dissent is entered in the meeting minutes;
- (b) the Director requests that their dissent be entered in the meeting minutes;
- (c) the Director gives their dissent to the meeting secretary before the meeting is terminated; or
- (d) the Director submits their written dissent immediately after the meeting is terminated to the Corporation.

6.12 Dissent of Absent Director

A Director who was not present at a meeting at which a resolution was passed or action taken is deemed to have consented to the resolution or action unless within seven (7) days after becoming aware of the resolution, the Director has:

- (a) caused their written dissent to be placed with the meeting minutes; or
- (b) submitted their written dissent to the Corporation.

A Director who votes for or consents to a resolution is not entitled to dissent under this section.

6.13 Persons Entitled to be Present

Guests may attend Board meetings with the meeting's consent on the invitation of the Chair of the Board or the Executive Director. The Board may adopt a policy from time to time with respect to the attendance of the public at Board meetings.

6.14 Meeting Adjournment

- (a) If within one-half ($\frac{1}{2}$) hour after the time appointed for a Board meeting a quorum is not present, the meeting shall stand adjourned until a day within two (2) weeks to be determined by the meeting chair.
- (b) Notice of a meeting that continues an adjourned meeting of Directors is not required to be given if all of the following are announced at the time of the adjournment:
 - (i) the time of the continued meeting;
 - (ii) if applicable, the place of the continued meeting; and

- (iii) if applicable, instructions for attending and participating in the continued meeting by the telephonic or electronic means that will be made available for the meeting, including, if applicable, instructions for voting by such means at the meeting.

6.15 Notice of Adjourned Meeting

At least twenty-four (24) hours' notice of the adjourned meeting by an appropriate means shall be given to each Director.

6.16 Written Resolutions in Lieu of Meeting

A resolution, signed by all of the Directors entitled to vote on that resolution at a Board meeting or a committee of Directors is as valid as if it had been passed at a Board meeting or of a committee of Directors. The Corporation shall keep a copy of every written resolution of the Board or a committee of Directors with the minutes of Board meetings or of a committee of Directors.

ARTICLE 7 OFFICERS

7.01 Officers

- (a) The Corporation's officers shall include:
 - (i) the Chair of the Board;
 - (ii) the Vice Chair;
 - (iii) a Secretary;
 - (iv) a Treasurer;
 - (v) the Executive Director;

and may include such other officers as the Board may by resolution determine.

7.02 Appointment

- (a) The officers other than the Executive Director shall be appointed by Board resolution at the first Board meeting following the annual Members' meeting at which the Directors are elected or at such other times when a vacancy shall occur.
- (b) The Executive Director shall be appointed by the Board and shall be retained by the Corporation as an employee or independent contractor.

- (c) Subject to the Act, the Board may specify the duties of officers and delegate to them powers to manage the Corporation's activities and affairs, except the power to do anything referred to in section 5.10.
- (d) The Corporation's officers must be Directors. A person may hold more than one office.

7.03 Description of Office

- (a) **Chair of the Board** – The Chair of the Board shall be appointed by the Board from among the Directors and the election shall be by ballot. The Chair of the Board shall, when present, preside at all meetings of the Board. The Chair of the Board shall be an ex-officio member of all committees.
- (b) **Vice Chair** – The Vice Chair shall be appointed by the Board from among the Directors and the election shall be by ballot. In the Chair of the Board's absence or disability, the Vice Chair shall perform the Chair of the Board's duties and exercise the Chair of the Board's powers and shall perform such other duties as shall from time to time assigned to the Vice Chair by the Board.
- (c) **Secretary** – The Secretary shall carry out the duties of the Corporation's secretary generally and shall attend, or cause a recording secretary to attend, all meetings of the Board, the Members, and committees, to act as a clerk thereof and to record all votes and minutes of all proceedings in the books to be kept for that purpose. The Secretary shall give or cause to be given notice of all meetings of the Members and of the Board, and shall perform such other duties as may be prescribed by the Corporation's By-laws or the Board.
- (d) **Treasurer** – The Treasurer shall carry out the duties of the Corporation's treasurer generally, and shall keep or cause to be kept full and accurate accounts of all of the Corporation's assets, liabilities, receipts and disbursements in the books to be kept for that purpose. The Treasurer shall perform such other duties as may be prescribed by the Corporation's By-laws or the Board.
- (e) **Executive Director** – The Corporation's chief executive shall be known as the Executive Director and shall be appointed by the Board. The Executive Director shall have charge and control over the Corporation's activities and property, shall direct the work of all individuals engaged in activities on behalf of the Corporation, shall attend all meetings of the Board, the Members, and any committee of the Corporation at the request of the Board or the Chair of the Board. The Executive Director shall make periodic and regular reports to the Board and shall in these reports make recommendations concerning all questions calling for action or direction. The Executive Director shall be responsible for all employee matters,

including hiring, and termination (if necessary). The Executive Director shall chair all meetings of the Members.

- (f) **Other Officers** – The powers and duties of all other officers shall be such as the Board may from time to time determine. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such an assistant unless the Board otherwise directs.

7.04 Terms of Office

- (a) Unless otherwise provided in this By-law, officers shall be appointed by the Board at the first meeting of the Board immediately following the annual meeting of Members and shall hold their position for a period of one (1) year or until their successors are appointed. Officers shall be subject to removal by Board resolution at any time.
- (b) In those cases where an officer is appointed by the Board to fill a mid-term vacancy such officer shall hold office until the first meeting of the Board immediately following the annual meeting of Members, or as otherwise determined by resolution of the Board.

ARTICLE 8 NOTICES

8.01 Method of Giving Notice

- (a) Whenever under the provisions of the By-law notice is required to be given, unless otherwise provided such notice may be given in writing and delivered or sent by prepaid mail, by personal delivery or by electronic means to:
 - (i) each Director at their latest address as shown in the Corporation's records or in the most recent notice or return filed under the *Corporations Information Act*, whichever is the more current;
 - (ii) to each Member, officer, or committee member at their latest address as shown in the Corporation's records; or
 - (iii) to the Corporation's auditor or the person appointed to conduct a review engagement of the Corporation at its business address.

A notice so delivered shall be deemed to have been received when it is delivered personally or to the address as aforesaid; a notice so mailed shall be deemed to have been received on the fifth (5th) day after it was deposited in a post office or public letter box, or as otherwise prescribed by the *Act*; and a notice so sent by any electronic means shall be deemed to have been sent and received in the manner and at the time specified in the *Electronic Commerce Act, 2000* (Ontario).

- (b) The Secretary or the Secretary's designate may change or cause to be changed the recorded address of any Member, Director, officer, auditor or committee member in accordance with any information believed by them to be reliable.
- (c) Notwithstanding the foregoing provisions with respect to mailing, if it may reasonably be anticipated that, due to any strike, lock out, or similar event involving an interruption in postal service, any notice will not be received by the addressee by no later than the fifth (5th) business day following its mailing, then the mailing of the notice shall not be an effective means of sending it but rather any notice must then be sent by an alternative method that may reasonably be anticipated will cause the notice to be received reasonably expeditiously by the addressee.

8.02 Computation of Time

In computing the date or time when notice must be given under any provision requiring a specified number of days' notice of any meeting or other event, the date of giving the notice shall be excluded.

8.03 Omissions and Errors

The accidental omission to give any notice to any Member, Director, officer, committee member or the auditor of the Corporation or the non-receipt of any notice by any Member, Director, officer, committee member or the auditor of the Corporation or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

8.04 Waiver of Notice

Any Member, Director, officer, committee member, or the Corporation's auditor may, in writing, waive or consent to abridge the time for giving any notice required to be given to them or it under any provision of the Act, the Articles or the Corporation's By-law, and such waiver or consent to abridgment, whether given before or after the meeting or other event of which notice is required to be given, shall cure any default in giving such notice. Attendance and participation at a meeting constitutes waiver of notice unless such attendance is for the express purpose of objecting to the transaction of any business on the grounds the meeting was not lawfully called.

ARTICLE 9 AMENDMENTS TO ARTICLES AND BY-LAWS

9.01 Amendment of Articles

Pursuant to the Act, a special resolution of the Members is required to make any amendment to the Articles of the Corporation with respect to the matters listed in Section 103(1) of the Act.

9.02 Amendment of By-law

Subject to the Act, a By-law or an amendment to a By-law passed by the Board shall have full force and effect from the time of the Board resolution, or from such future time as may be specified in said Board resolution.

9.03 Member Approval

- (a) The Board shall submit all new By-laws, amendments to By-laws, or repeals of By-laws, to the Members at the next Members' meeting, and the Members may confirm, reject or amend the By-law, amendment or repeal by ordinary resolution.
- (b) Subject to section 9.03(d), new By-laws, amendments to By-laws, or repeals of By-laws shall be effective from the date of the Board resolution.
- (c) If the By-law, amendment, or repeal is confirmed or confirmed as amended by the Members, it remains effective in the form in which it was confirmed.
- (d) If the By-law, amendment, or repeal is not submitted to the Members at the next Members' meeting, it automatically ceases to have effect and any subsequent By-law amendment or repeal that has substantially the same purpose or effect shall not be effective until confirmed by the Members.
- (e) If a By-law, amendment, or repeal ceases to have effect, a subsequent Board resolution that has substantially the same purpose or effect is not effective until it is confirmed or confirmed as amended by the Members.
- (f) The Members entitled to vote at the meeting may confirm the By-law as presented, reject it or amend it. If rejected, it thereupon ceases to have effect and the Corporation shall revert to the By-law in force immediately prior thereto, provided that no act done or right acquired under any such By-law is prejudicially affected by any such rejection or refusal to approve. If approved, or approved as amended, the By-law remains effective in the form in which it was confirmed.

ARTICLE 10 EFFECTIVE DATE

10.01 Effective Date

This By-law is effective upon the issuance of Articles of Amendment by the Government of Ontario under the *Act* and approval of the By-law by special resolution of the Members.

[Signature page follows]

ENACTED by the Board this 22nd day of February, 2024.

Chair of the Board

Secretary

CONFIRMED by the Members on this 22nd day of February, 2024.

Secretary

TAB 7

List of Employers in the Bargaining Unit

1. Ambria Homes
2. Briarwood Estates Ltd.
3. Dietrich Homes
4. Dermil Limited
5. Flato Developments Inc.
6. Kaitlin Corporation
7. Kingsmen Group
8. Maplewood Homes
9. New Amherst Homes
10. Picture Homes
11. Royalcliff Homes Inc.
12. Tribute Communities Inc.



ONTARIO LABOUR RELATIONS BOARD

RESPONSE/INTERVENTION – APPLICATION FOR ACCREDITATION CONSTRUCTION INDUSTRY *Labour Relations Act, 1995*

Form A-93

Fields marked with an asterisk (*) are mandatory.

OLRB File Number

Between: *

Applicant

- and -

Responding Party

- Review Information Bulletin No. 33 – “Accreditation in the Construction Industry under s.136 of the *Labour Relations Act, 1995* (Non-ICI)”, the Filing Guide and the Board’s Rules of Procedure on acceptable methods of delivery and filing **before** completing this form to avoid any delay in processing.
- All forms, Notices, Information Bulletins, the Filing Guide and the Rules of Procedure may be obtained from the Board’s website (<http://www.olrb.gov.on.ca>).
- To print a paper copy of this form, use **only** the “Print” buttons located within the form.
- Save a copy of your completed form and any attachments as the Board will not return them to you. To save the form at any time, use the “Save” buttons located within the form.
- If there is insufficient space on the form, attach additional pages clearly identifying the relevant section of the form. For e-filing, you may attach files by selecting the “Attach documents electronically” option.

Choose one of the following *

Response

Intervention

Part A Contact Information

Instructions

- Provide the contact information for each Responding Party/Intervenor on whose behalf this form is being completed and any Affected Party not previously named in the application below. If you wish to add additional parties, use the “Add” button or attach a separate page if completing the form by hand.
- For an organization, provide the name and contact information of an individual who will be able to respond on behalf of that organization. When adding multiple individuals at the same organization, “Add” an additional contact section, repeat the organization name and provide that individual’s contact information (e.g. name, email address, phone number).

1 (a). Responding Party/Intervenor

Responding Party/Intervenor 1

Type * Organization Individual

Organization Name

First Name		Last Name		Position/Title	
Full Address (Number, Street, Unit/Apartment, Building Name)				Other Address Details (e.g. PO Box, R.R. #, c/o)	
City/Town		Province/State	Country		Postal/Zip Code
Telephone Number	Ext.	Fax Number	Email Address		

Additional Contact Information, if any (Assistant's Email Address, Alternate Telephone Numbers)

1 (b). Representative/Contact Person for the Responding Party/Intervenor

1 (c). The Intervenor claims to be affected by the application for the following reason(s):

Complete this question only if you are intervening in this case.

2 (a). Affected Party

Contact information for any person, trade union, employer or employers' organization which may be affected by the application and which has not already been identified by another party must be completed below.

2 (b). Representative/Contact Person for the Affected Party, if known

2 (c). The person, trade union, employer or employers' organization named above is affected by the application for the following reason(s):

Part B Material Facts and Position on Relief Sought

- 3. Provide a detailed description of unit of employers claimed by the Responding Party/Intervenor to be appropriate for accreditation:**

Reference **must** be made to the sector(s) of the construction industry and the geographic area(s) or parts thereof claimed. If you require more space, attach a separate document.

-
- 4. Provide representations as to the appropriateness of the unit described in question 3 including the history of collective bargaining, if any, of the Applicant and the Responding Party:**

If you require more space, attach a separate document.

-
- 5. State the number of employers in the unit described by the Applicant as being appropriate for accreditation as of the date the application was made:**

-
- 6. State the number of employers in the unit claimed by the Responding Party/Intervenor to be appropriate for accreditation as of the date the application was made:**

-
- 7. State the approximate number of members of the Responding Party working in the area(s) and sector(s) described in the unit of employers claimed by the Applicant to be appropriate as of the date the application was made:**

-
- 8. In respect of the order(s) requested by the Applicant, the Responding Party/Intervenor states:**

9. Other relevant statements:

10. Attached documents:

Provide a list of the documents you are filing together with this form as instructed below.

Name your documents/attachments so that they are easily identifiable.

If you are e-filing this form, select the "Attach documents electronically" option below and attach each document using the "Add File" button.

If you are filing in a manner other than e-filing, provide the numbered list of documents in the box below.

Documents

IMPORTANT NOTES

The Board's forms, Notices, Information Bulletins, Rules of Procedure and Filing Guide may be obtained from its website <http://www.olrb.gov.on.ca> or by calling 416-326-7500 or toll-free at 1-877-339-3335.

FRENCH OR ENGLISH

Vous avez le droit de communiquer et recevoir des services en français et en anglais. La Commission n'offre pas de services d'interprétation dans les langues autres que le français et l'anglais.

You have the right to communicate and receive services in either English or French. The Board does not provide translation services in languages other than English or French.

CHANGE OF CONTACT INFORMATION

Notify the Board immediately of any change in your contact information. If you fail to do so, correspondence sent to your last known address (including email) may be deemed to be reasonable notice to you and the case may proceed in your absence.

ACCESSIBILITY AND ACCOMMODATION

The Board is committed to providing an inclusive and accessible environment in which all members of the public have equitable access to our services. We will aim to meet our obligations under the *Accessibility for Ontarians with Disabilities Act* in a timely manner. Please advise the Board if you require any accommodation to meet your individual needs. The Board's Accessibility Policy can be found on its website.

COLLECTION AND DISCLOSURE OF INFORMATION AND DOCUMENTS

Any relevant information that you provide to the Board must in the normal course be provided to the other parties to the proceeding. Personal information collected on this form and in written or oral submissions may be used and disclosed for the proper administration of the Board's governing legislation and case processing. In addition, the *Tribunal Adjudicative Records Act, 2019* requires that the Board make adjudicative records (which include applications filed and a listing of such applications) available to the public. The Board has the power to make part or all of an adjudicative record confidential. The *Freedom of Information and Protection of Privacy Act* may also address the treatment of personal information. More information is available on the Board's website www.olrb.gov.on.ca. If you have any questions concerning the collection of information or disclosure of adjudicative records, contact the Solicitors' Office at the number listed above or in writing to the OLRB, 505 University Ave., 2nd floor, Toronto, ON M5G 2P1.

E-FILING AND E-MAIL

The Rules of Procedure and Filing Guide set out the permitted methods of filing. **In the event of emergencies or other circumstances, the Board may post a Notice to Community on its website, which will prevail over the Rules of Procedure and Filing Guide. You should check the Board's website prior to filing.** Note that the e-filing system is not encrypted. Contact the Client Services Coordinator at the numbers listed above if you have questions regarding e-filing or other filing methods. If you provide an e-mail address with your contact information, the Board will in most cases communicate with you by e-mail from an out-going only generic account. Incoming emails are not permitted.

HEARINGS AND DECISIONS

Hearings are open to the public unless the Board decides that matters involving public security may be disclosed or if it believes that disclosure of financial or personal matters would be damaging to any of the parties. Hearings are not recorded and no transcripts are produced.

The Board issues written decisions, which may include the name and personal information about persons appearing before it. Decisions are available to the public from a variety of sources including the Ontario Workplace Tribunals Library and www.canlii.org. Some summaries and decisions may be found on the Board's website.

Documents to be Delivered

Before filing your response/intervention with the Board, you must deliver the following documents to each Applicant, Responding Party and Affected Party named in Part A of the application and to each Affected Party named in Part A of a response/intervention filed by another party:

- A completed copy of this Response/Intervention - Application for Accreditation, Construction Industry (Form A-93), **including all documents you are filing with this form.**

If you have named an Affected Party in Part A of your response/intervention that was **not** named in the application or in a response/intervention filed by another party, you must deliver the following documents to that party:

- A completed copy of the Application for Accreditation, Construction Industry (Form A-92), **including all documents filed with that form;**
- A completed copy of this Response/Intervention - Application for Accreditation, Construction Industry (Form A-93), **including all documents you are filing with this form;** and
- A Notice to Responding Party and/or Affected party of Application for Accreditation, Construction Industry (Form C-39) **with the names of the parties and the date inserted.**

Once the above-listed documents have been delivered to the other parties, you must complete the following Certificate of Delivery before filing the completed form and attachments with the Board.

<input type="checkbox"/> I have reviewed this form to confirm it is complete *	Date (yyyy/mm/dd) *
--	---------------------

Certificate of Delivery

I, _____, _____,
Name * Title

certify that the documents identified above were delivered to each of the parties as set out below:

Note: You must complete delivery information for each party separately.

Delivered To

Name of organization (if applicable) and name and title of person to whom the documents were delivered *

Address or fax number to which the documents were delivered *

Method of delivery *

Hand Delivered Courier Fax Regular Mail Other

File with the Board

- File the completed form and any attachments using a method permitted by the Board's Rules of Procedure.
- Save and Print a copy of your completed form and all attachments as the Board will not return them to you.
- To e-file, click the "Submit" button below. You will receive a confirmation email once the form has been successfully submitted.
- If you choose not to e-file, print this form by clicking on the "Print" button below and then file with the Board together with any attachments.

For E-Filing only

You must provide a valid email address in order to file this form electronically so that a confirmation email may be sent to you. If you do not have a valid email address, file a paper copy of this form using an alternative method permitted by the Board's Rules of Procedure.

Submitted By:

First Name *	Last Name *
Email Address *	Confirm Email Address *