

COLLECTIVE AGREEMENT

BETWEEN: **DEL-KO PAVING & CONSTRUCTION COMPANY LIMITED
DUFFERIN CONSTRUCTION COMPANY, DIVISION OF CRH CANADA INC.
GIP PAVING INC.
J-AAR EXCAVATING LIMITED
MIDDLESEX PAVING AND MAINTENANCE**

(hereinafter called the "Company")

OF THE FIRST PART

- AND -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 1059**

(hereinafter called the "Union")

OF THE SECOND PART

Duration January 1st, 2023 to December 31st, 2025

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GENERAL PURPOSE

The general purpose of the Agreement is to establish mutually satisfactory relations between the Company and its employees, to provide a means for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to its provisions.

ARTICLE 1 - RECOGNITION

1.01 The Company recognizes the Union as the sole collective bargaining agency for all its construction labourers, carpenters and carpenters' apprentices, cement finishers and cement finishers' apprentices and all other construction employees in the classifications listed in Article 8 or Schedule "A", engaged on all construction projects within the Counties of Middlesex, Bruce, Elgin, Oxford, Perth and Huron, save and except non-working foremen and persons above the rank of non-working foremen, office and clerical staff and engineering staff.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union agrees that it is the exclusive function of the Company:

- (a) to conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;
- (b) to hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged without reasonable cause shall be subject to the provisions of the grievance procedure.
- (c) to make, alter from time to time and enforce reasonable rules of conduct and procedure to be observed by the employees.

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

ARTICLE 3 - UNION SECURITY

3.01 All employees covered by this Agreement, as a condition of employment, shall become and remain members in good standing of the Union during the lifetime of this Agreement.

3.02 It is expressly understood and agreed that the Company shall not be required to discharge any employee for violation of the provisions of this Article for Union security for any reason other than the refusal of the employee to join the Union or the non-payment of Union dues, notwithstanding anything to the contrary herein contained.

3.03 During the lifetime of this Agreement, the Company will deduct Union dues as notified by the Union in writing; regular monthly dues from the first pay due each calendar month and hourly dues on a weekly basis.

Union dues so deducted shall be remitted in accordance with Article 22.04.

- 3.04 Where an employee authorizes the Company in writing to deduct Union initiation fees from his pay, the Company will honor such authorization and comply with the procedure of Section 3.03 hereof.
- 3.05 The Company agrees to call the Local Union for its supply of men. The Company agrees to employ members of the Union for work covered by this Agreement. All employees shall present to the Company a referral slip from the Union prior to commencing employment. It is understood that if the Local Union is unable to provide the required men within 24 hours, the Company is free to hire such labour as is available, but such labour shall require a referral slip prior to commencing work, and as a condition of employment, shall become a member in good standing in the Union within seven (7) working days.
- 3.06 In recognition of the Company's need for competent and capable employees, the Union agrees that the Company has the right to call the Union office and request any unemployed Union member. Therefore, the Union recognizes the Company's right to recall their regular employees after a seasonal lay-off providing that such employees are members of the Union. The Union also agrees that it shall issue referral slips.
- 3.07 The Union agrees that the discharge of a new employee whom is not a member of the Union within seven (7) working days, referred to in Article 3.05 will not be grieved unless the employee was discharged for exercising his rights under this Agreement, the Labour Relations Act, the Employment Standards Act R.S.O. 1990, or the Occupational Health and Safety Act R.S.O. 1990.

ARTICLE 4 - UNION REPRESENTATION

- 4.01 The Union may appoint and the Company will recognize a Union steward or stewards (not more than one per crew).
- 4.02 The Union shall notify the Company in writing from time to time of the name of the steward, the date of his appointment, and the name of the former steward whom he may be replacing. A Union steward, all things being equal, shall be one of the last two employees retained in employment at the time of layoff, provided he can perform the remaining work. This provision shall not apply to temporary layoffs of one week's duration or less. A Union steward (if designated) shall be one of the first three (3) employees rehired after layoff. Union stewards shall not be excluded from overtime on their applicable crew.
- 4.03 The Business Agent for the Union shall have access to all jobs during working hours but in no case shall his visits interfere with the progress of the work. When visiting a job he will first advise the Superintendent of the Company. No discrimination shall be shown against any Steward for carrying on his duties, but in no case shall his duties interfere with the progress of the work or his duties to the Company.

The Steward, on each job will be responsible for reporting any disputes to the Company and the Union Representatives so that these can be taken up in the proper manner without delay. The Union agrees to give such assistance as is required of it by the Company to secure competent and qualified men for the job.

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE

- 5.01 It is understood that the Company may file a grievance with the Union and that if such complaint is not settled to the Company's satisfaction, it may be treated as a grievance and referred as a grievance and referred to arbitration in the same ways a grievance of an employee. Such grievance shall be processed at Step No. 2 of the grievance procedure as set out in Article 5 hereof.
- 5.02 A Union policy grievance which is defined as an alleged violation of this Agreement concerning all or a substantial number of employees in the bargaining unit, in regard to which an individual employee could not grieve, or in regard to which a substantial number of employees have signified an intention to grieve, may be brought forward in writing at Step No. 2 of the grievance procedure at any time within fifteen (15) full working days after the circumstances giving rise to such grievance occurred, and if it is not settled at that stage, it may be processed to arbitration in the same manner as the grievance of any employee.
- 5.03 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 5.04 It is understood and agreed that an employee does not have a grievance until he or his Union Representative has discussed the matter with the foreman and given him an opportunity of dealing with the complaint.
- 5.05 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

Within ten (10) days after the circumstances giving rise to the grievance occurred or originated, the grievance shall be presented to the Company in writing and the parties shall meet within five (5) working days in an endeavor to settle the grievance.

Step No. 2

If a satisfactory settlement is not reached within five (5) working days from the meeting above, then the grievance may be submitted to arbitration as provided in this Agreement at any time within ten (10) days thereafter.

- 5.06 When either party requests that a grievance be submitted to arbitration, the party making the request shall do so in writing to the other party and at the same time appoint an Arbitrator within five (5) days. Thereafter, the other party shall appoint an Arbitrator. The two (2) Arbitrators so appointed shall meet at the earliest convenience and attempt to select by agreement, a third person who shall act as a Chairman of the Arbitration Board. If they are unable to agree on a Chairman within five (5) days, they will then request the Minister of Labour of the Province of Ontario to appoint an impartial Chairman.
- 5.07 (a) The Arbitration Board shall hear the subject of the grievance including whether or not the matter is arbitrable shall issue a decision which is binding upon the parties and upon any employees affected by it.
- (b) The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.

- (c) Each of the parties shall pay one-half (½) of the remuneration and expenses of the Chairman of the Board.
- (d) The Board shall not have the power to alter or amend any of the provisions of this Agreement.

5.08 In determining the time which is allowed in the various steps, Saturdays, Sundays and statutory holidays shall be excluded. The Company being grieved and the Union may mutually agree to in writing to waive the time limits contained in Article 5. An arbitrator is not held to the time limits in Article 5 when considering whether a grievance is arbitrable.

ARTICLE 6 - NO STRIKES, NO LOCKOUTS

6.01 During the lifetime of this Agreement, the Union agrees that there will be no strike, slowdown or picketing, and the Company agrees that there will be no lockout. The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing or slowdown.

ARTICLE 7 - SUBCONTRACTING

7.01 The Company agrees to contract the following work only to employers bound to this Collective Agreement.

The preparation of final grade granular "A" to accept the laying of asphalt and laying of asphalt for any purpose.

7.02 The Company agrees to contract or subcontract the following work only to employers in contractual relations with the Union.

a) The forming, placing of concrete, cement finishing and waterproofing of concrete bridges, culverts and structures.

b) Soundwall/Guardrail

c) Traffic Control: Installation, adjustments or removal of traffic barriers.

7.03 The Company shall subcontract the following work to contractors bound to a Collective Agreement with the Union provided the employer at the time of bidding receives competitive pricing from contractors who are bound to a Collective Agreement with the Union and who are qualified, competent, have the equipment, and have employees who are properly trained to perform the following work:

(a) Directional drilling and installation of all utility conduits including, cable, fiber optics and electrical and other telecommunications infrastructure work as described by the Collective Agreement between the Utility Contractors Association of Ontario.

(b) Vacuum Trucks/Daylighting

(c) Fencing

(d) Landscaping

ARTICLE 8 - CLASSIFICATIONS

8.01 It is understood and agreed that the following classifications and employees performing the following work fall within the scope of this Collective Agreement.

Unskilled and skilled labourers

Grademen

Screwman

Remote controlled equipment

Operators on all types of rubber-tired farm tractors (without attachments)

Water Boy. Watchman. (It is understood a Watchman may work up to 12 hours per day at straight time rates)

Powdermen and Helpers, Concrete Workers, Puddlers, Floatmen and Grouters

Operators of jackhammers and all types of boring equipment

Horizontal and directional boring machines and related guidance equipment

Mortarmen, Labourers for all types of tile driving

Flagmen - Traffic Control Person

Wreckers, Barmen and Form Strippers

Operators of Shottcrete and Caldozers and all similar equipment

Small Mixer Operators (1 yd. and under)

Concrete Workers and Improvers

Form Builders (steel and wood) for manholes, catchbasins, sewer appurtenances and all structures for municipalities, factories, etc. (except within building lines as specified in Article 11)

Form Builders (on curbs and gutters, sidewalks, etc.)

Carpenters and Carpenters' Apprentices

Cement finisher and cement finisher apprentices

Pipe Layers on all types of watermain and sewer pipe, electrical conduits and underground installations, including the joining of pipe except inside I.C.I. building lines after such building construction has commenced

Pipe Layers and Caulkers on tile and concrete pipe, except inside building lines

Sheeting and Shoring Men

Pitbottom Men, Signal Men, Track Layers

Operators of all machine driven tools by Gas, Electricity and Air

Labourers on pumps under 6" discharge

Labourers on concrete heaters

Miners and Drillers on caissons

Timbermen

Pile driving - (All types) and all operations related thereto (Labourers)

Loft Men

Torch Cutters

Welders and Burners

Signal Men

Curb Machine Line Setter

Operation of sewer and waterline relining equipment

Operation of sewer and waterline video equipment

At the discretion of the employer, the operation of the following pieces of equipment may be assigned to the Union.

Mini Excavator

Skid Steer

Curb Machine

Packer

Working Foremen and Labourers required for cleaning, washing and painting of Company equipment and barricades, etc. used in Company's shop

And in addition to the above, all work performed by Labourers in connection with Department of Public Works, Municipal Corporations and private individual contracts.

ARTICLE 9 - JURISDICTIONAL DISPUTE

- 9.01 When a work claim dispute arises between the Union which is a party to this Agreement and any other Union or organization which cannot be settled to the satisfaction of all parties concerned, work shall proceed without stoppage. Such a dispute shall forthwith be processed as a complaint to the Ontario Labour Relations Board under the Ontario Labour Relations Act and in the meantime, work will be assigned by the Company until it is otherwise directed by the Board.

ARTICLE 10 - SEWER AND WATERMAIN CONSTRUCTION

10.01 Should the Company perform or contract for sewer, watermain work and curb, gutter, sidewalk in the Heavy and Roadbuilding sector work covered by the Collective Agreement between the London, Sewer and Watermain, Curb, Gutter and Sidewalk Contractors Association and the Union, the Company agrees it will abide by the terms and provisions of the above-mentioned Agreement and a copy of which is attached hereto.

ARTICLE 11 - I.C.I. CONSTRUCTION

11.01 It is agreed that this Agreement shall apply to work performed on any I.C.I. construction site, except that the Company shall abide by the Agreement between Employee Bargaining and Employer Bargaining Agencies (E.B.A.) on all work within a building or excavation for a building. It is further agreed that should the Company undertake to do work that is commonly known as I.C.I. construction, the rates of wages, hours of work and working conditions shall be as established by a Collective Agreement between Employer Bargaining and Employee Bargaining Agencies (E.B.A.) and attached hereto.

ARTICLE 12 - CLASSIFICATIONS AND WAGE RATES

12.01 Wage rates shall be in accordance with Schedule "A" attached hereto and forming part of this Agreement.

ARTICLE 13 - WORKING FOREMAN AND FLAGMEN

13.01 A working foreman shall be paid no less than one dollar (\$1.00) per hour above the hourly wage rate of Group 2 and 3 classifications set out in Schedule "A". All flagmen hired specifically for and utilized only as flagmen, shall be paid three dollars (\$3.00) per hour less than the basic Labourer classification. Should a flagman be required to perform labourers' work, then such flagman shall be paid the applicable Labourers' rate of pay, for all hours employed by the Company from the date of hire.

Any employee working as a Labourer who is required to work as a flagman will not have his or her hourly rate of pay reduced.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01 The regular hours of work for employees covered by this Agreement shall consist of not more than fifty-five (55) hours per week, Monday to Friday, excluding lunch periods.

The normal work day shall consist of eleven (11) hours per day. All hours worked after eleven (11) hours per day shall be deemed overtime, excluding lunch periods and traveling time to and from the jobsite.

To clarify, an employee driving an employer's vehicle shall have all hours included in calculating daily overtime.

Work performed on Saturdays shall be paid at the rate of time and one-half.

14.02 There will be no discrimination against an employee who refuses to work beyond eleven (11) hours a day or on Saturdays.

14.03 An employee who reports for work at the jobsite or assembly point and for whom no work is available due to inclement weather or any other reason, shall receive a minimum of two (2) hours' reporting pay. The Employer may ask the employee to remain at the jobsite or assembly point for the two (2) hours. If such employee refuses to remain at the jobsite or assembly point, then the employee shall not receive the reporting pay. Reporting pay is not applicable for an employee who reports to the jobsite or assembly point and whom had been previously directed not to report.

Should the Employer direct an employee not to attend work, they must provide notice of shift cancellation or change no less than one (1) hours before the shift is set to commence. Should the Employer provide an employee notice of cancellation or change of shift with less than one (1) hour before the shift is set to commence, such employee shall receive no less than two (2) hours pay at their regular hourly rate.

An employee is not required to report to work on any day the employee has been sent home or has been advised not to report to work at the normal starting time.

ARTICLE 15 – IRREGULAR START TIMES

- 15.01 i) Employees whom commence between 5:00 a.m. and 11:59 a.m. Monday to Friday shall be paid in accordance with Article 14.01.
- ii) Employees whom commence between 12:00 noon and 5:59 p.m. Monday to Friday. Shall be paid regular rate of pay, plus eighty-five cents (\$0.85) per hour and shall be paid as such for the entirety of the shift. Overtime shall be paid in accordance with Article 14.01.
- iii) Employees whom commence between 6:00 p.m. and 4:59 a.m. Monday to Friday. Shall be paid regular rate of pay, plus two dollars (\$2.00) per hour and shall be paid as such for the entirety of the shift. Overtime hours shall be paid in accordance with Article 14.01.

All hours worked before 12.01 a.m. Monday morning and after 11:59 p.m. Friday night shall be paid in accordance with Article 14.01 and 25.01.

ARTICLE 16 - PAY DAY AND TERMINATION

16.01 All wages shall be paid in cash or cheque at the option of the Company during working hours. Such wages shall be paid weekly. It is understood that pay day will be on Thursday of each week. However, if pay day is on a Friday, such pay will be in cash, or the employee will be given one (1) hour off with pay in order to cash such pay.

The Company may pay wages as a direct bank deposit, no later than Thursday of each week and a detailed breakdown indicating hours, hourly wage rate, allowances and deductions, shall be provided for each deposit.

16.02 When an employee is laid off he shall receive one (1) hours notice or pay in lieu thereof. The Company agrees to provide his R.O.E. in accordance with the E.S.A.

16.03 If the employee voluntarily terminates his employment, the employee shall have his R.O.E. sent to him in accordance with the E.S.A.

- i) The Company, at their option may follow the Employment Standards Act 2000 regarding submitting the employees Record of Employment electronically. An employee may request the Record of Employment be mailed in accordance with the Employment Standards Act 2000.

This clause will also apply to Article 16.01 and 16.02.

ARTICLE 17 - COFFEE AND LUNCH BREAKS

17.01 It is agreed that employees covered by this Agreement shall be allowed one (1) coffee break of ten (10) minutes on each half of their working shift.

17.02 It is further agreed that employees covered by this Agreement will be allowed a half an hour lunch break between 11:00 a.m. and 1:30 p.m. Should any employee be required to work through his lunch break, he will be paid at the applicable overtime rate (time and one half the regular rate) for the lunch break and will be allowed one half hour later to eat his lunch. It is also agreed that no employees shall be required to work more than five (5) hours without a lunch break.

ARTICLE 18 – MILEAGE, LODGING, PARKING

18.01 Mileage

For work more than twenty (20) km from London City Hall, the Employer will pay the employee who reports to work, mileage at the rate of sixty-one cents (\$0.61) per km, to and from London City Hall to the jobsite.

18.02 Lodging

Where an employee who is normally employed by the Employer and is required to work out of town and is unable to return home each night.

The Employer shall:

- a) Pay each employee the lodging per diem of two hundred dollars (\$200.00) for each night, which shall be reimbursed to the employee on the following pay period.

Or

- b) Provide suitable accommodations for the employee (no more than two (2) employees per Hotel/Motel room) and be paid fifty dollars (\$50.00) for meals for each night.

Furthermore, if requested by the employee, the Employer shall ensure that when possible the accommodations have the following amenities:

- Air conditioning
- Microwave/stove
- Refrigerator

The employee shall be paid twenty dollars (\$20.00) additional mileage on the last day worked out of town for reporting to work, and an additional twenty dollars (\$20.00) mileage provided the employee has worked four (4) or more hours on that last (departure) day.

One mileage payment shall be paid in accordance with Article 18.01 which shall cover both the initial travel to the project each week and the return travel on the last day of such week.

If an employee is not allowed normally sufficient time to return to London by 7:00 pm on the last day worked out of town he shall receive twenty dollars (\$20.00) additional mileage for that day.

The lodging allowance shall be paid for all daily trips to projects North of Hwy. 26 or East of Hwy. 400.

18.03 Employees will be paid for any time they are kept waiting for material or breakdown of equipment when they are on a jobsite one hundred (100) km or more from the City of London.

18.04 Parking

The Employer agrees to pay employees a parking reimbursement of up to fifteen dollars (\$15.00) per day whenever parking is not provided by the Employer. Daily parking reimbursement will not be paid where the Employer has made arrangements for parking on or off site, or where transportation has been arranged. The employee must provide a receipt for payment.

ARTICLE 19 - GENERAL

19.01 The Company shall provide employees with such protective safety vest and wet weather clothing as it deems necessary. The Union recognizes the right of the Company to economically supervise the distribution of the clothing provided.

19.02 A bulletin board will be provided by the Company for the use of the Union to post notices, etc., but all such notices shall have the prior approval of the Company.

19.03 In the event of a fire or theft resulting in the loss of tools, the Employer will replace such items at their replacement value to a maximum of \$500.00 and subject to a \$100.00 deductible provided that such tools are kept in a place designated by the Company. Such replacement is based on the proof of loss by the fire or theft being made by the Company.

In order for tools to be covered by this clause, each employee must file with their Company listing of their tools showing their valuation and the Company's liability shall be limited to such things.

19.04 Any employee called back for work after completing his normal shift when no prior notice was given to return, shall be paid a minimum of four (4) hours at the applicable rate.

ARTICLE 20 - SAFETY FOOTWEAR/CLOTHING

20.01 The Employer agrees to pay each employee: Effective January 1, 2023 two hundred and seventy-five dollars (\$275.00) towards the purchase and Effective January 1, 2025 three hundred dollars (\$300.00) for work boots or clothing after three (3) months employment or by August 15 of each, whichever is later. Such payment shall be made only once per year.

ARTICLE 21 - UNION DUES AND ADMINISTRATION

21.01 The Company agrees to deduct on behalf of its employees covered by this Agreement, working dues for each hour worked by them and remit same to the Secretary-Treasurer of the Union, not later than the fifteenth (15th) day of the month following the month to which they are due. In remitting such payments, the Company may use the Welfare Contribution Form with respect to the information required.

The hourly working dues, including OPDC working dues shall be set out in Schedule "A".

ARTICLE 22 - WELFARE, PENSION, TRAINING, TRIFUND, RRSP AND GROUP LEGAL

22.01 The Company agrees to contribute the sum as outlined below per hour for welfare and group legal respectively, to the joint and equally trustee Labourers' Local 1059 Benefit Trust on its own behalf and on behalf of the Local 1059 Group Legal Trust, for each hour worked by the employees of the Employer, or designated alternative by the Local Union with thirty (30) days written notice. The parties acknowledge that these contributions are made to the Labourers' Local 1059 Benefit Trust which administers the contributions to the Labourers' Local 1059 Group Legal Trust.

As per Schedule "A".

22.02 The Company agrees to contribute, for each hour worked by the employees covered by this Agreement, to the Labourers' Pension Fund of Central and Eastern Canada. The Union with thirty (30) days' written notice to the Company, may direct such monies to a Registered Retirement Savings Plan or Pension Fund implemented by the Union.

The Company, if so directed, may be required to contribute to both funds in accordance with Article 22.13. The Company is held harmless from the allocation or reallocation of the contributions listed herein except for the requirement to pay such amounts and in the manner as set out in this article.

As per Schedule "A".

22.03 The Company agrees to contribute as per Schedule "A" for each hour worked by the employees covered by this Agreement, to the Labourers' International Union of North America, Local 1059 Training Trust Fund.

22.04 The Company agrees to contribute as per Schedule "A" for each hour worked by the employees covered by this Collective Agreement, to the Tri-Fund and remit same to the Union.

22.05 The Company in accordance with Article 22.02 shall deduct one dollar (\$1.00) per hour for RRSP which shall be remitted to the Union in accordance with Article 22.06.

The RRSP amount shall be deducted from the employees' gross weekly wages and not be subject to tax, CPP or EI deductions.

- 22.06 Contributions to the Benefit, Group Legal, Pension, Training and Tri-Fund Funds and deductions for Union dues and RRSP shall be made prior to the fifteenth (15th) day of the month following the month in which hours were worked and shall be accompanied by a remittance report for each employee on the form prescribed by the Board of the Employer-Union Trustees of the Fund.

The monthly report and contribution shall include all obligations arising from hours worked up to the close of the Company payroll ending nearest to the last day preceding calendar month.

On or before January 1, 2020, all contributions, deductions and remittance reports shall be sent electronically to the appropriate Funds.

- 22.07 In the event a Company fails to remit any contributions, deductions or remittances for the benefit plan, the pension plan, the training fund, the Tri-Fund, dues and fees, by the fifteenth (15th) of the month due, the Company shall pay to the appropriate fund as liquidated damages and not as a penalty, an amount equal to two percent (2%) per month, compounded monthly for any delinquent contributions, deductions or remittances, fifteen (15) days in arrears calculated from the date due, provided the Company has received five (5) days prior written notice to correct such delinquency and has not done so.
- 22.08 With reasonable cause, the Trustees may request a Company to submit to them within a stipulated period a certified audited statement of payroll contributions to these funds for a period not exceed the period from the effective date of this Agreement until the audit takes place. Such statements shall apply to the questions submitted to the Company by the trustees.
- 22.09 If the Company does not submit the certified audited statement as per the above paragraph, the Trustees may appoint an independent Chartered Accountant to enter upon the Company's premises during regular business hours to perform an audit of the Company's contributions or deductions to the required employee benefit plan. Where the Trustees appoint an auditor, the costs shall be borne by the appropriate plan.
- 22.10 In the event such an audit reveals that the Company has failed to remit contributions in accordance with the provisions of this Agreement, the Company shall, within five (5) days of receipt of written notices from the Trustees, remit all outstanding contributions together with any liquidated damages required under the terms of this provision and completed supporting contribution report forms as required by the plan.
- 22.11 Where the Union has taken prior proceedings and obtained a decision against a Company for delinquent contributions, deductions for remittance, the Union may require the said Company to post a cash bond, certified cheque, or bank letter of credit not to exceed five thousand dollars (\$5000.00) to be held in trust by the Trustees for a period to be determined by the Trustees.

In the event that the said Company again becomes delinquent for contributions, deductions, or remittances, the Union and/or the Trustees may apply the cash bond, certified cheque or bank letter of credit, or any portion thereof, to satisfy the delinquency and require the Company to replenish the cash bond, certified cheque or bank letter of credit to its original amount.

In the event that the cash bond, certified cheque or bank letter of credit does not satisfy the full amount of the delinquency, the Union may take other proceedings to recover the balance.

22.12 If a Company does not have any employees in its employ, the Company shall remit one initial nil report outlining all pertinent information.

22.13 The Union, with thirty (30) days' written notice, may amend the amount of contributions for pension, welfare or training, but any such adjustments shall not affect the total wage package.

ARTICLE 23 - EMPLOYER CONTRIBUTIONS AND REMITTANCES

23.01 Deemed Assignment of Compensation Under
The Employment Standards Amendments Act, 1991

The Trustees of the employee benefit plans referred to in this Collective Agreement shall promptly notify the Union [or Council] of the failure by any company 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 Regulation to the Employment Standards Amendment Act, 1991 in relation to the Employee Wage Protection Program and this Article is for the sole purpose of Ont. Reg. 590/91 under the Employment Standards Act.

ARTICLE 24 - VACATION PAY

24.01 Vacation credits shall be four percent (4%) of earnings and shall be paid weekly. It is understood that only (2) weeks vacation may be taken, exclusive of statutory holidays, unless other arrangements are made between the Company and the employee. It is further understood that the employee's vacation period shall be mutually agreed to by the Company and the employee.

24.02 Should provincial legislation change the statutory vacation pay percentage, the increase will be taken from the statutory holiday pay and the total combined percentage will not exceed ten (10).

ARTICLE 25 - STATUTORY HOLIDAYS

25.01 Statutory holidays credits shall be six percent (6%) of earnings and shall be paid weekly.

All work performed on:

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

shall be paid for at a rate of double (2x) the employee's regular hourly rate. In the event of any statutory holiday falling on a Sunday, the following Monday shall be considered a holiday.

Note: It is agreed that all new statutory holidays will be recognized as a holiday hereinafter if and when they are proclaimed by the Provincial Government.

Note: The parties jointly recognize the importance of National Day for Truth & Reconciliation and Remembrance Day. No member shall experience discrimination of any kind for electing to take the day off work.

ARTICLE 26 - GOVERNMENT LEGISLATION

26.01 In the event that any of the provisions of this Collective Agreement are found to be in conflict with any valid and applicable Federal or Provincial law now existing, or hereinafter enacted, it is agreed that such law shall supersede the conflicting provision without in any way affecting the remainder of the Collective Agreement.

ARTICLE 27 - JOBSITE INJURIES

27.01 The Company agrees to notify the Union of and provide copies of all Workplace Safety and Insurance Board forms submitted in regards to jobsite injuries. The employee agrees to notify a Company supervisor as soon as possible after any injury occurs.

ARTICLE 28 - HEALTH & SAFETY

28.01 Regular employees and new employees shall be required to obtain the following certificates within one (1) year from the date of employment whichever is the latest:

Propane Handling
Traffic Control
Standard First Aid
Introduction of Occupational Health and Safety Act

This requirement is contingent of the availability of the classes being provided by LIUNA Local 1059 Training Trust Fund.

28.02 Employees covered by this Agreement agree to attend and participate in all Health & Safety meetings when required by the Company and such employees agree to comply with Occupational Health and Safety Act and Regulations for Construction Projects ("the Act") and other current applicable legislation and reasonable Company safety policies. Employees also agree to serve as worker and Health and Safety committee members in accordance with the Act and conduct their duties associated with such committee in such a manner as to promote and provide a safe and healthy work place.

28.03 Every employee, as a condition of employment, shall be required to comply with the Employers Health and Safety policy and wear all P.P.E as required by the Occupational Health & Safety Act and the Employers P.P.E policy.

28.04 Proper shelter will be provided at the jobsites employing three (3) or more employees where such employees are engaged in work at such a site for at least five (5) working days.

ARTICLE 29 - HARDSHIP CLAUSE

29.01 Outside the free travel zone where a particular clause, article or provision contained within this Agreement works a hardship on either party during the life of this Agreement, the parties shall meet and may amend, add or delete such clause, article or provision and such Agreement will form part of this Agreement commencing from the effective date.

ARTICLE 30 – APPLICATION OF COLLECTIVE AGREEMENT

30.01 The Company agrees to apply all the terms and conditions of this Collective Agreement to members of Local 1059 employed on projects outside of the geographical area described in Article 1.01.

ARTICLE 31 – APPRENTICESHIP PROGRAMS

31.01 The Apprenticeship Programs, including any plan and amendments thereto agreed to by the Roadbuilding/Heavy Sector Local Apprenticeship Committee shall be incorporated in their entirety and form part of this Agreement, as if an original party thereto. Notwithstanding Article 3.02, an apprentice that has had his/her contract of apprenticeship cancelled by the Local Apprenticeship Committee (LAC) and upon written notice of same by the local union the employer shall immediately discharge from employment of that employee/apprentice.

ARTICLE 32 – WORK ZONES

32.01

- a) **Zone A**
Twenty (20) km radius from London City Hall.
- b) **Zone B**
Twenty (20) km to sixty (60) km from London City Hall.
- c) **Zone C**
Sixty (60) km to one hundred (100) km from London City Hall.
- d) **Zone D**
One hundred (100) km to one hundred and twenty (120) km from London City Hall.
- e) **Zone E**
One hundred and twenty (120) km to one hundred and fifty (150) km from London City Hall.
- f) **Zone F**
Over one hundred and fifty (150) km from London City Hall.

All zones referred to above shall be shown on attached Schedule “B”.

32.02

Notwithstanding Article 18.01, mileage shall be capped for each zone set out above as follows:

Article 32.02 only applies when the Employer provides transportation in a company vehicle to the employees to and from the jobsites.

- a) **Zone A**
No mileage paid.
- b) **Zone B**
Effective January 1, 2023 twenty-two dollars (\$22.00) per day.
Effective January 1, 2024 twenty-four dollars (\$24.00) per day.
Effective January 1, 2025 twenty-six dollars (\$26.00) per day.
- c) **Zone C**
Effective January 1, 2023 thirty-three dollars (\$33.00) per day.
Effective January 1, 2024 thirty-five dollars (\$35.00) per day.
Effective January 1, 2025 thirty-seven dollars (\$37.00) per day.
- d) **Zone D**
Effective January 1, 2023 thirty-six dollars (\$36.00) per day.
Effective January 1, 2024 thirty-eight dollars (\$38.00) per day.
Effective January 1, 2025 forty dollars (\$40.00) per day.
- e) **Zone E**
Effective January 1, 2023 forty-three dollars (\$43.00) per day.
Effective January 1, 2024 forty-five dollars (\$45.00) per day.
Effective January 1, 2025 forty-seven dollars (\$47.00) per day.
- f) **Zone F**
Effective January 1, 2023 fifty-six dollars (\$56.00) per day.
Effective January 1, 2024 fifty-eight dollars (\$58.00) per day.
Effective January 1, 2025 sixty dollars (\$60.00) per day.

Article 32.02 only applies when the employer provides transportation to the employees to and from the jobsites.

32.03

Notwithstanding Article 18.01, mileage for employees that are directed by the Employer to provide their own transportation shall be capped for each zone set out in Article 32.01 as follows:

- a) **Zone A**
No mileage paid.
- b) **Zone B**
Effective January 1, 2023 twenty-eight dollars (\$28.00) per day.
Effective January 1, 2024 thirty dollars (\$30.00) per day.
Effective January 1, 2025 thirty-two dollars (\$32.00) per day.
- c) **Zone C**
Effective January 1, 2023 forty-nine dollars (\$49.00) per day.
Effective January 1, 2024 fifty-one dollars (\$51.00) per day.
Effective January 1, 2025 fifty-three dollars (\$53.00) per day.

d) **Zone D**

Effective January 1, 2023 eighty-five dollars (\$85.00) per day.

Effective January 1, 2024 eighty-seven dollars (\$87.00) per day.

Effective January 1, 2025 eighty-nine dollars (\$89.00) per day.

e) **Zone E**

Effective January 1, 2023 one hundred and thirteen dollars (\$113.00) per day.

Effective January 1, 2024 one hundred and fifteen dollars (\$115.00) per day.

Effective January 1, 2025 one hundred and seventeen dollars (\$117.00) per day.

f) **Zone F**

Effective January 1, 2023 one hundred and twenty-two dollars (\$122.00) per day.

Effective January 1, 2024 one hundred and twenty-four dollars (\$124.00) per day.

Effective January 1, 2025 one hundred and twenty-six dollars (\$126.00) per day.

ARTICLE 33 - DURATION

33.01 This Agreement shall become effective from the 1st day of January, 2023, to the 31st day of December, 2025, and shall continue in force from year to year thereafter, unless either party shall furnish the other with notice of termination of proposed revision of this Agreement not more than ninety (90) days and not less than thirty (30) days before the 31st day of December, 2025, or in a like period in any year thereafter. On receipt of such notice the parties of this Agreement shall convene a meeting within fifteen (15) days and bargain in good faith to endeavor to reach an Agreement.

IN WITNESS WHEREOF The Party of the First Part of the Second Part have caused their proper officers to affix their signatures as of the date and year written below.

ARTICLE 34 - ATTACHMENTS

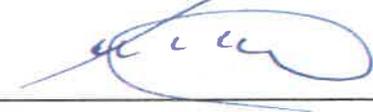
34.01 The attached Letter of Understanding forms part of the Collective Agreement.

Dated at London, Ontario this 29th day of March, 2023.

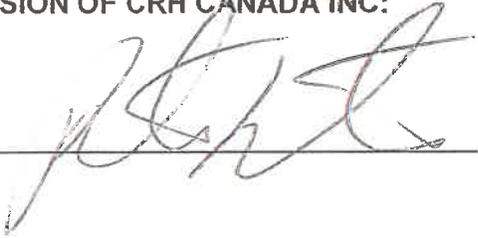
**DEL-KO PAVING AND CONSTRUCTION
COMPANY LIMITED:**

per 

**LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 1059:**

per 
Carlo Mastrogiuseppe

**DUFFERIN CONSTRUCTION COMPANY,
DIVISION OF CRH CANADA INC:**

per 

**LABOURERS' INTERNATIONAL UNION
OF NORHT AMERICA, LOCAL 1059:**

per 
Brandon MacKinnon

GIP PAVING INC.:

per 

J-AAR EXCAVATING LIMITED:

per 

MIDDLESEX PAVING AND MAINTENANCE:

per 

SCHEDULE "A" - WAGE RATES

GROUP 1: BASIC LABOURER, SPOTTER AND ALL OTHER CLASSIFICATIONS LISTED IN ARTICLE 8.01 AND NOT SPECIFICALLY LISTED IN GROUP 2, GROUP 3 OR IN ARTICLE 13.01:

Effective Date	Union Admin	OPDC Admin	Hourly Wage Rate	Vac/Stat (10%)	Pension	Benefits	Training	Tri Fund	Total Package
Last Rate	\$0.85	\$0.40	\$33.93	\$3.39	\$5.83	\$3.40	\$0.60	\$0.05	\$47.20
Jan 1/23	\$0.91	\$0.40	\$36.20	\$3.62	\$5.83	\$3.40	\$0.60	\$0.05	\$49.70
Jan 1/24	\$0.97	\$0.40	\$38.64	\$3.86	\$6.40	\$3.40	\$0.60	\$0.05	\$52.95
Jan 1/25	\$0.99	\$0.40	\$39.73	\$3.97	\$6.75	\$3.60	\$0.60	\$0.05	\$54.70

GROUP 2: ASPHALT RAKER, IRONER, SCREWMAN AND GRADEMAN:

Effective Date	Union Admin	OPDC Admin	Hourly Wage Rate	Vac/Stat (10%)	Pension	Benefits	Training	Tri Fund	Total Package
Last Rate	\$0.85	\$0.40	\$36.67	\$3.67	\$5.83	\$3.40	\$0.60	\$0.05	\$50.22
Jan 1/23	\$0.91	\$0.40	\$38.95	\$3.89	\$5.83	\$3.40	\$0.60	\$0.05	\$52.72
Jan 1/24	\$0.97	\$0.40	\$41.38	\$4.14	\$6.40	\$3.40	\$0.60	\$0.05	\$55.97
Jan 1/25	\$0.99	\$0.40	\$42.47	\$4.25	\$6.75	\$3.60	\$0.60	\$0.05	\$57.72

GROUP 3: FORM BUILDER – SETTER/CARPENTER ON STRUCTURES, CEMENT FINISHER ON STRUCTURES:

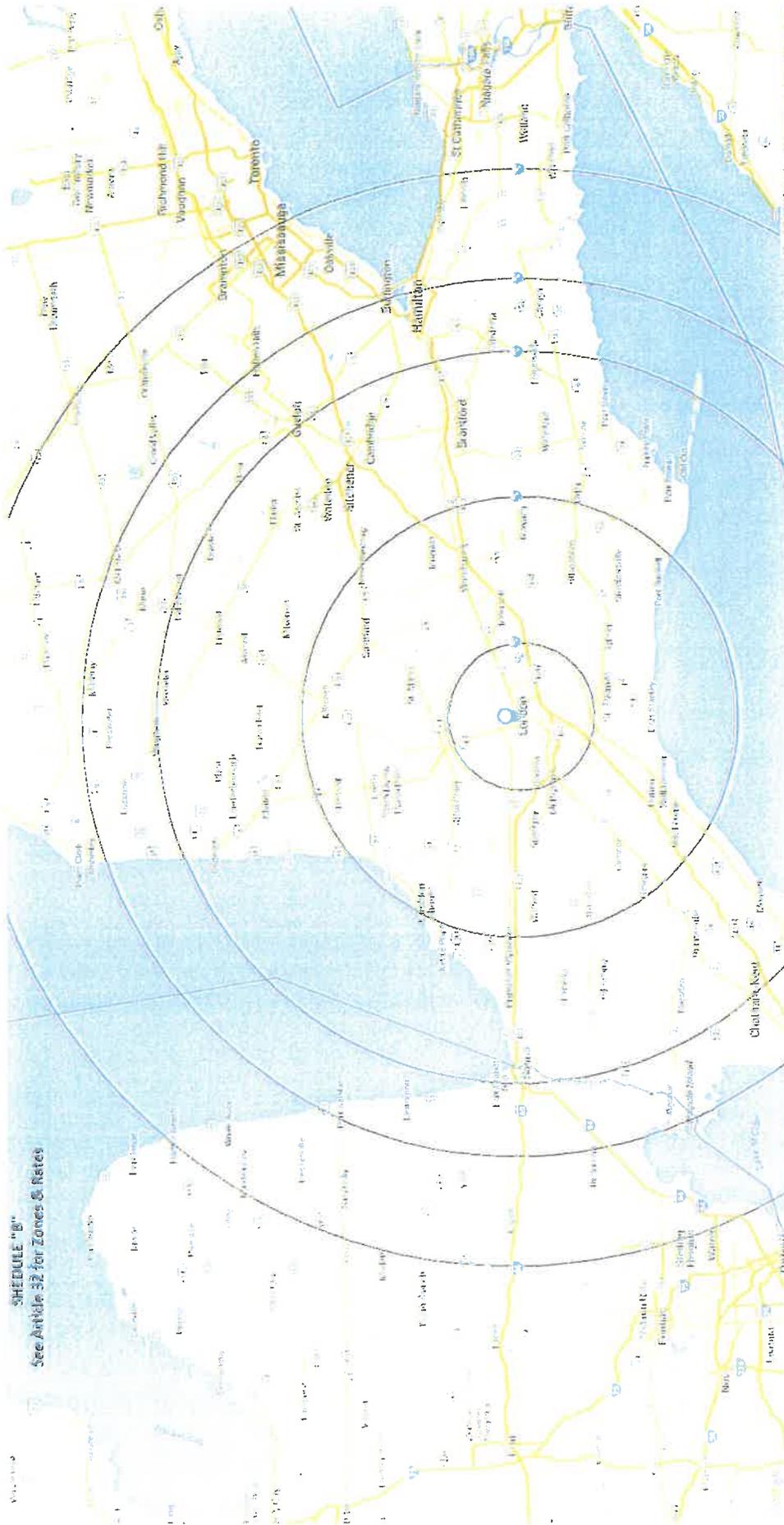
Effective Date	Union Admin	OPDC Admin	Hourly Wage Rate	Vac/Stat (10%)	Pension	Benefits	Training	Tri Fund	Total Package
Last Rate	\$0.85	\$0.40	\$36.67	\$3.67	\$5.83	\$3.40	\$0.60	\$0.05	\$50.22
Jan 1/23	\$0.91	\$0.40	\$38.95	\$3.89	\$5.83	\$3.40	\$0.60	\$0.05	\$52.72
Jan 1/24	\$0.97	\$0.40	\$41.38	\$4.14	\$6.40	\$3.40	\$0.60	\$0.05	\$55.97
Jan 1/25	\$0.99	\$0.40	\$42.47	\$4.25	\$6.75	\$3.60	\$0.60	\$0.05	\$57.72

Clarification – if a member of Local 1059 is assigned work on a Vacuum Truck/Hydro Excavator he/she shall be paid in accordance with the classification in Group 1.

RRSP DEDUCTION

The Company in accordance with Article 22.02 shall deduct one dollar (\$1.00) per hour for RRSP which shall be remitted to the Union in accordance with Article 22.04. The RRSP amount shall be deducted from the employee's gross weekly wages and shall not be subject to tax deductions.

SCHEDULE "B"



LETTER OF UNDERSTANDING

BETWEEN: **LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 1059**

(Hereinafter "Local 1059")

- and -

**DEL-KO PAVING & CONSTRUCTION COMPANY LIMITED
DUFFERIN CONSTRUCTION COMPANY, DIVISION OF CRH CANADA INC.
GIP PAVING INC.
J-AAR EXCAVATING LIMITED
MIDDLESEX PAVING AND MAINTENANCE**

(Hereinafter "Employers")

SCHEDULE "A" – WAGE RATES

It is understood that any wage rates and classifications contemplated at Article 12 or Schedule "A" of the Collective Agreement shall be deemed to include the following meaning:

Employees in Group 1 shall be classified as Labourers.

Employees in Group 2 and Group 3 shall be classified as Skilled Labourers.

An employee who spends a majority of their time performing Group 2 or 3 duties and has clearly demonstrated for a reasonable period of time that they possess the skills required to perform the duties required by that Group, shall be classified as a Skilled Labourer.

New employees of an Employer may be subject to a period of assessment to determine the employee's appropriate classification and corresponding wage rate. Any employee shall have the right to request a performance assessment to challenge their current classification and such assessment shall take place within a reasonable period of time after it is requested.

It is specifically agreed that any employee normally classified as a Skilled Labourer shall not incur a reduction in wage rate if they are required to perform duties of a Labourer.

This Letter of Understanding will only be effective upon ratification.

Dated at London, ON this 29th day of March, 2023.

FOR THE UNION



FOR THE EMPLOYER:



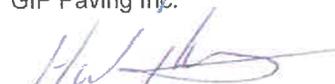
Del-Ko Paving & Construction
Company Limited



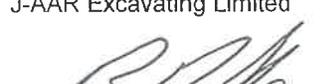
Dufferin Construction Company,
Division of CRH Canada Inc.



GIP Paving Inc.



J-AAR Excavating Limited



Middlesex Paving and Maintenance

LETTER OF UNDERSTANDING

BETWEEN:

**DEL-KO PAVING & CONSTRUCTION COMPANY LIMITED
"ET AL"**

(hereinafter called the "Company")

- AND -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 1059**

(hereinafter called the "Union")

WHEREAS - the Union and Company are parties to the Del-ko "ET AL" collective agreement ("the Agreement"), effective from January 1, 2023 to December 31, 2025.

AND WHEREAS – ARTICLE 7 - SUBCONTRACTING in the Agreement states as follows:

7.02 The Company agrees to contract or subcontract the following work only to company in contractual relations with the Union.

c) Traffic control: Installation, adjustments or removal of traffic barriers.

7.03 The Company shall subcontract the following work to contractors bound to a Collective Agreement with the Union provided the company at the time of bidding receives competitive pricing from contractors who are bound to a Collective Agreement with the Union and who are qualified, competent, have the equipment, and have employees who are properly trained to perform the following work:

For Clarity - Notwithstanding Traffic control: Installation, adjustments or removal of traffic barriers as set out in Article 7.02 of the agreement, the Company agrees the temporary concrete traffic barrier portion only, shall not be included in article 7.02 but rather article 7.03.

All other traffic control work shall either be performed by the employees of the company as per the agreement or abide by the sub-contracting language stipulated in article 7.02.

This Letter of Understanding shall terminate with the expiry date of the agreement.

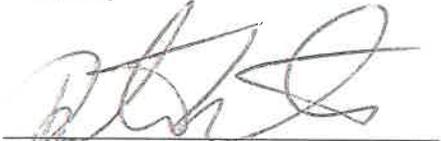
Dated at London Ontario, this 29th day of March, 2023

SIGNED ON BEHALF OF THE
COMPANYS

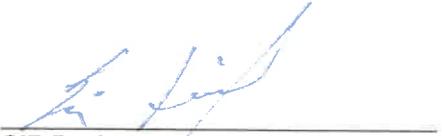
SIGNED ON BEHALF OF THE
INTERNATIONAL LABOURERS'
UNION OF NORTH AMERICA,
LOCAL 1059:


The Del-ko Paving & Construction
Company Limited


Brandon MacKinnon


Dufferin Construction Company
Division of CRH Canada Inc


Carlo Mastrogiuseppe


GIP Paving Inc.


J-AAR Excavating Limited


Middlesex Paving and Maintenance

General Operating By-law

SOUTH WESTERN ONTARIO ROAD BUILDERS ASSOCIATION

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General Operating By-law

SOUTH WESTERN ONTARIO ROAD BUILDERS ASSOCIATION (the "Corporation")

A By-law relating to the transaction of the activities and affairs of 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) "Director" means an individual elected or appointed to the Board;
- (f) "IUOE" means International Union of Operating Engineers;
- (g) "LiUNA" means Laborers' International Union of North America;
- (h) "Members" means members of the Corporation as described in Article 3, provided that where references are made to "Members" in this By-law in respect of meetings of Members and votes by Members, the reference shall be only to that class or classes of Members entitled to receive notice of, attend and vote at such meeting or vote on such matters;
- (i) "officer" means any of the individuals appointed pursuant to Article 9 of this By-law as an officer;

- (j) “**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;
- (k) “**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;
- (l) “**Policies**” means a rule or a policy adopted by the Board in accordance with section 5.11 of this By-law;
- (m) “**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; and
- (n) “**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, email, an automated touch-tone telephone system, computer or computer networks.

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 Invalidity

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 Execution of Documents

- (a) Subject to subsections 2.01(b) and 2.01(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 (each a “**Document**”), shall be signed by any two (2) officers, and all Documents so signed shall be binding upon the Corporation without any further authorization or formality.

- (b) Any labour agreement to be entered into by the Corporation shall be executed by the Board or such other officer duly authorized for such purpose by the Board and the labour agreement so signed shall be binding upon the Corporation and the Members for whom they were to negotiate the agreement.
- (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.

2.02 Auditor and Financial Review

The Corporation shall be subject to the requirements relating to the appointment of an auditor or person to conduct a review engagement and level of financial review required by the Act.

ARTICLE 3 MEMBERSHIP IN THE CORPORATION

3.01 Classes and Conditions of Membership

- (a) Subject to the Articles, there shall be one (1) class of Members in the Corporation. The Members shall consist of such persons interested in furthering the Corporation’s purposes 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. 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 on each matter at such meetings.
- (b) Membership in the Corporation is open to any corporation that:
 - (i) is actively engaged in the road construction and heavy engineering sector of the construction industry;
 - (ii) is both signatory to and works under the union agreements with LiUNA Local 1059 and/or IUOE Local 793;
 - (iii) operates within the boundaries of Ontario Labour Relations Board Area #3, which includes the counties of Oxford, Perth, Huron, Middlesex, Bruce and Elgin, under the applicable union agreements; and
 - (iv) contributes to the industry funds.

3.02 Transferability

A membership may only be transferred to the Corporation.

3.03 Membership Fees

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. Members shall be notified in writing of the membership contribution or dues at any time payable by them and, if any are not paid within six (6) calendar months of receipt of such notice, as the case may be, the Members in default shall automatically cease to be Members.

3.04 Termination of Membership

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

- (a) the Member dies or in the case of a partnership, trust or body corporate, is dissolved;
- (b) the Member ceases to maintain the conditions for membership set out in section 3.01 of this By-law;
- (c) the Member resigns by delivering a written resignation to the Chair of the Board in which case such resignation shall be effective on the date specified in the resignation;
- (d) the Member's term of membership expires, if any; or
- (e) 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.

ARTICLE 4 MEMBERS' MEETINGS

4.01 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.

4.02 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.

4.03 Special Meetings

The Board may call, at any time, a special meeting of the Members.

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 12.01 of this By-law:

- (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) Not less than twenty-one (21) days, or 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 (½) 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 of this By-law.

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 Chair of the Board; or
- (b) a Vice Chair, if the Chair of the Board is absent, unable, or unwilling to act; or

a chair elected by the Members present if the Chair of the Board and Vice Chair(s) are absent or unable to act.

4.09 Quorum

A quorum for the transaction of business at a Members' meeting is a minimum of four (4) Members entitled to vote at the meeting, including persons present by telephonic or electronic means or by proxy if permitted by the By-law. 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 makes such 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 in person 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

- (a) At all Members' meetings, every question shall be determined by a majority of votes cast unless otherwise specifically provided by the Act or, subject to the Act, by either the Articles or this By-law.
- (b) 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.
- (c) An abstention shall not be considered a vote cast.
- (d) 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. A demand for a ballot may be withdrawn.
- (e) 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 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 Voting by Proxy

Every Member entitled to vote at a meeting of the Members may by means of a proxy appoint a proxyholder or one or more alternate proxyholders as the Member's nominee to attend and act at the meeting in the manner, to the extent and with the authority conferred by the 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.

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 of three (3) and a maximum of six (6) Directors 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 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.
- (c) In any financial year that the Corporation is a public benefit corporation as defined in the Act, no more than one-third (1/3) of the Board may at any time be comprised of employees of the Corporation or its affiliates.

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; and
- (d) have the status of bankrupt; and
- (e) are not employed by a Member in good standing.

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

The Directors shall be elected by ordinary resolution at the annual meeting for a term of one year provided that each such Director shall hold office until the earlier of the date on which their office is vacated pursuant to section 5.08 of this By-law or until the end of the meeting at which their successor is elected or appointed. A Director shall be eligible for re-election.

5.05 Filling Vacancies and Additional Appointments

- (a) 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.
- (b) 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) is removed by the Members in accordance with subsection 5.08(c) of this By-law; or
 - (iv) becomes disqualified under section 5.03 of this By-law.
- (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.
- (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 Books and Records

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

5.11 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 provisions of the Act and the By-laws.

5.12 Borrowing Powers. The Board may, without authorization of the members of the Corporation:

- (a) borrow money on the credit of the Corporation;
- (b) issue, reissue, sell or pledge debt obligations of the Corporation;
- (c) give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and
- (d) mortgage, pledge or otherwise create a security interest in all or any property of the Corporation, owned or subsequently acquired, to secure any obligation of the Corporation.

ARTICLE 6 BOARD MEETINGS

6.01 Calling of Meetings

Meetings of the Board may be called by the Chair of the Board, the Vice Chair, 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 five (5) days prior to the meeting. A meeting may be called 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.
- (c) Notice of a Board meeting need not 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 8.01 of this By-law, 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 8.01 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 in person 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. In case of an equality of votes, the meeting chair shall not have 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 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.

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

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:

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

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.

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 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 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 LABOUR RELATIONS AND INDUSTRY MATTERS

7.01 Labour and Industry Activities

In furtherance of the Corporation's purposes as set out in the Articles, the Corporation may:

- (a) in its own name, be an employers' bargaining agency for the Members in Ontario Labour Relations Board Area #3 operating in the heavy engineering and roads sectors of the construction industry, and represent the Members, with any trade union or council of local unions in the same trade;
- (b) become a representative association and/or registered or accredited employers' organization where such may be provided for by law and, to represent the Members in labour relations matters including, without restricting the generality of the foregoing, in certification, accreditation, mediation, arbitration, jurisdictional disputes, conducting collective bargaining, and administering collective bargaining agreements on behalf of the Members;
- (c) assist or advise the Members in any proceedings before any court, commission, board, or government body, where appropriate, and for the benefit of the unionized construction industry;
- (d) advocate for and promote the use of the Members, where appropriate, to buyers of construction, municipal, provincial and federal government bodies, and other entities who are not bound by the same or any labour collective agreements;
- (e) directly conduct or otherwise contract with outside entities to conduct research on labour relations and/or labour reform issues affecting the Members and disseminating the findings of such research;
- (f) invest and deal with the monies of the Corporation not immediately required for its purposes in such a manner as may be determined by the investment policy of the Corporation, as may be amended from time to time;

- (g) promote more cordial and co-operative relations among construction contractors and between construction contractors and those with whom they deal or have contact; and
- (h) do all such things as may be directly or indirectly incidental, conducive, convenient or proper for the accomplishment of the purposes of the Corporation, or expedient for the protection of the Corporation or benefit of the Members.

7.02 Labour Negotiations

Labour negotiations on behalf of the Corporation shall be under the direct authority of the Board and such other persons as may be appointed by the Board. All labour agreements negotiated by the Board and such other duly appointed persons shall be subject to ratification or rejection by the Board. Any labour agreement so ratified by the Board shall be conclusively deemed to be binding upon the Corporation and the Members.

7.03 Industry Funds

The Board may, from time to time, establish industry fund contributions as it shall determine in connection with the operations and other functions carried on by the Corporation which may be based upon such formula or formulae as may be determined or contained in a collective agreement signed by the Corporation.

ARTICLE 8 COMMITTEES

8.01 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 in accordance with 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.

8.02 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.

ARTICLE 9 OFFICERS

9.01 Officers

(a) The Corporation's officers shall include:

- (i) the Chair of the Board;
- (ii) Vice Chair;
- (iii) Treasurer;

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

9.02 Appointment

- (a) Subject to the Articles and the By-laws, 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 8.01 of this By-law.
- (b) Other than the Chair of the Board, who must be Directors, the Corporation's officers may but need not be Directors. A person may hold more than one office.

9.03 Description of Office

- (a) **Chair of the Board** – The Chair of the Board shall be appointed by the Board from among the Directors and shall also be the President of the Corporation. The Chair of the Board shall, when present, preside at all meetings of the Board and of the Members. The Chair of the Board shall perform such other duties as may be prescribed by the By-laws or the Board.
- (b) **Vice Chair** – The Vice Chair shall, in the Chair of the Board's absence or disability, 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) **Treasurer** – The Treasurer shall carry out the duties of the Corporation’s treasurer and secretary 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 By-laws or the Board.
- (d) **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.

9.04 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.

ARTICLE 10 CONFLICT OF INTEREST

10.01 Declaration of Conflict

A Director or officer 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.

10.02 General and Continuing Disclosure of Interest

For the purposes of section 10.01 of this By-law, 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.

ARTICLE 11
PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

11.01 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.

11.02 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 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 11.02(a) of this By-law 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 11.02(c) of this By-law.
- (c) The Corporation shall not indemnify an individual under subsection 11.02(a) of this By-law unless:
 - (i) the individual acted honestly and in good faith with a view to the Corporation's best interests or other entity, 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.

11.03 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 11.02 of this By-law, 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.

ARTICLE 12 NOTICES

12.01 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*.

- (b) An officer 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.

12.02 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.

12.03 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.

12.04 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 13 AMENDMENTS TO ARTICLES AND BY-LAWS

13.01 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.

13.02 Amendment of By-law

Unless the Articles or the By-laws otherwise provide, the Directors may by resolution make, amend or repeal any By-law that regulates the activities or affairs of the Corporation, except in respect of a matter referred to in sections 103 (1) (g), (k) or (l) of the Act. The Directors shall submit the By-law, amendment or repeal to the Members at the next meeting of the Members, and the Members entitled to vote may confirm, reject or amend the By-law, amendment or repeal by ordinary resolution. The By-law, amendment or repeal is effective from the date of the resolution of the Directors or such other date set out in the resolution. The By-law, amendment or repeal ceases to have effect if it is not submitted by the Directors to the Members or if it is rejected by the Members. If confirmed or confirmed as amended by the Members, it remains effective in the form in which it was confirmed. If rejected by the Members, 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 a By-law, amendment or repeal ceases to have effect, a subsequent resolution of the Directors that has substantially the same purpose or effect is not effective until it is confirmed or confirmed as amended by the Members.

**ARTICLE 14
EFFECTIVE DATE AND REPEAL**

14.01 Effective Date

This By-law is effective on the date shown in the certificate of incorporation issued by the Director appointed under section 6 of the Act.

14.02 Repeal of Previous By-law

All previous By-laws of the Corporation related to the subject matter of this By-law are hereby repealed as of the date specified in section 14.01 of this By-law. Such repeal shall not affect the validity of any act done or right or privilege, obligation or liability acquired or incurred under such By-law prior to its repeal. All officers and persons acting under any By-law so repealed shall continue to act as if appointed under the provisions of this By-law and all resolutions of the Directors or Members with continuing effect passed under any repealed By-law shall continue to be good and valid except to the extent inconsistent with this By-law and until amended or repealed.

Certification Page Follows

CERTIFIED to be the General Operating By-law of the Corporation effective as of Sept 8, 2025, as approved by the Board by resolution dated Aug 25, 2025 and confirmed by the Members by resolution dated Sept 8, 2025.



Chair of the Board



Vice Chair