

Via E-File

December 22, 2025

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

Dear Ms. Gilbert:

Re: Ontario Association of Demolition Contractors (the “Applicant”) and the Labourers’ International Union of North America, Ontario Provincial District Council and its affiliated Local Unions 183, 493, 506, 527, 607, 625, 837, 1036, 1059 and 1089 (the “Responding Party”) and International Union of Operating Engineers, Local 793 (the “Intervenor”)

Board File No. 1323-25-R

We represent the Intervenor, the International Union of Operating Engineers, Local 793 with respect to the above-noted matter.

Pursuant to the Board’s Decision dated December 10, 2025, we write to provide further submissions on the status of Local 793 to intervene in this matter.

1. Local 793 maintains that it has standing to intervene in these matters on the basis that it has a direct legal interest in this matter. Local 793 continues to rely upon and reiterates its previous submissions dated September 19, 2025 on this issue.
2. Local 793 disputes the Labourers’ suggestion that Local 793’s request to intervene in this proceeding constitutes an “abuse of process” brought for “collateral and improper purposes.”
3. The OADC (and the Labourers) are essentially seeking to have the Board bless the Demolition Agreement as a valid accredited collective agreement even though the Agreement is unlawful and in breach of s. 162 of the *Act*. Local 793 simply requests that any accreditation issued by the Board expressly excludes the operating engineers trade in the ICI sector such that it does not unlawfully encroach on Local 793’s ICI ministerial designation.
4. The OADC has applied for a bargaining unit of demolition contractors for whom the Labourers hold bargaining rights, including in the ICI sector. As Local 793 understands, those bargaining rights that the Labourers purport to hold include operating engineers and

are therefore unlawful and inconsistent with s. 162 of the *Act*, as the Labourers have been ministerially designated to represent construction labourers — and **only** construction labourers — in the ICI sector with respect to demolition work.

5. Similarly, the Provincial Demolition Agreement — which would become the accredited collective agreement as a result of the Board’s accreditation order if the application is successful — would also be unlawful insofar as it applies to operating engineers in the construction industry and is therefore in direct breach of s. 162 of the *Act*.
6. Accordingly, as relief in this Intervention, Local 793 has specifically requested that any accreditation issued by the Board in this (or any other proceeding) ought to expressly exclude from the resulting accredited agreement operating engineers in the ICI sector of the construction industry. This request for relief is neither improper nor an abuse of process: it is simply a request that whatever accreditation is issued by the Board is lawful, consistent with s. 162 of the *Act*, and consistent with the Minister’s intent as set out in the Labourers’ and Operating Engineers’ ministerial designations.
7. Furthermore, contrary to the Labourers’ suggestion, Local 793 has not “deliberately blurred” the distinction between bargaining rights and work jurisdiction “for the purposes of securing standing in this matter.” It is the Labourers (and the OADC) who have always, up until the most recent open period, taken the position that they have **representational rights** for the trade of operating engineers in the ICI sector with respect to demolition work. It is the Labourers who now seek to reframe the issue as one of work jurisdiction, knowing that their previous position with respect to representational rights is legally untenable and in breach of s. 162 of the *Act*.
8. As stated in our previous submissions, the source of bargaining rights documents filed by the OADC in support of their application reflects the Labourers’ and OADC’s longstanding position regarding what rights the Labourers purport to hold.
9. For example, the Delsan-AIM Tie-In Collective Agreement at Tab 5 of the OADC’s Application recognizes the Labourers as the “sole and exclusive bargaining agent for all construction labourers **and all other persons** performing work within classifications of the [Demolition Agreement].” The agreement is province-wide, all sector and therefore applies to the ICI sector. The language of the agreement was crafted to intentionally capture trades other than construction labourers, including in the ICI sector and is in breach of s. 162 of the *Act*.
10. The OADC’s September 4, 2025 correspondence lists 59 contractors that the OADC seeks to include in its proposed bargaining unit. Of those 59 contractors, the Labourers only have bargaining rights with six (6) of those contractors vis-à-vis a Board certificate. The other 53 contractors have entered into voluntary recognition agreements / collective agreements with the Labourers. In addition to the Delsan-AIM Tie-In Agreement, Local 793 is aware aware that other agreements referred to by the OADC in their September 4, 2025 correspondence involve the creation of bargaining rights for the operating engineers’ trade in the ICI sector.

11. For example, the VRA/Collective Agreement between the Labourers (Local 506 and OPDC) and Quantum Murray dated November 9, 2007 — attached at **Tab A** (and which was previously filed with the Board as part of Local 793’s document book and relied upon in Local 793’s argument for the hearing in OLRB File Nos. 0265-25-R, 0331-25-R, and 0329-25-R) —contains the following language:

1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all construction labourers and all other persons performing work within the classifications of the Collective Agreement herein after referred to in its employ in the Province of Ontario.
2. The Employer and the Union agree to be bound by and parties to the current Collective Agreement in force between the Union and the Ontario Association of Demolition Contractors’ Inc. including all renewals thereof. The Employer acknowledges that it is familiar with all of the terms, conditions, and provisions of said Agreement.

(Emphasis added).

12. See also the VRA/Collective Agreement between the Labourers OPDC and York Demolition Corp. dated March 26, 2018 — attached at **Tab B** — which similarly contains the following language:

1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all construction labourers and all other persons performing work within the classifications of the Collective Agreement hereinafter referred to in its employ in the Province of Ontario.
2. The Employer and the Union agree to be bound by all of the terms, conditions and provisions (both monetary and non-monetary), appendices, schedules and memoranda set forth in and forming part of the Collective Agreement in force between the Union and the Ontario Association of Demolition Contractors Inc., including and amendments to renewals thereof. The Employer hereby acknowledges that it is familiar with all of the terms, conditions, and provisions of said Agreement.

(Emphasis added).

13. As we have stated before, in referencing “*all other persons* performing work within the classifications of the [Demolition Agreement]” — separate from construction labourers — it is clear that the intention of the parties to these agreements was to recognize the Labourers as the sole and exclusive bargaining agent for trades other than construction labourers with respect to work performed under the Demolition Agreement. Those “other trades” that the Labourers purport to represent obviously include the operating engineers’ trade. For reference, the classifications contained in the Demolition Agreement include

classifications that clearly fall within a construction labourers' bargaining unit (e.g. the "Demolition/HAZMAT worker/Journey person" and "Torch person" classifications), separate and apart from classifications that clearly fall within the operating engineers' bargaining unit (e.g. the "Heavy Equipment Operators" classification).

14. Similarly, the VRA/Collective Agreement between the Labourers (Local 506 and OPDC) and Orin dated September 21, 2013 — attached at **Tab C** — contains the following language:

1. The employer hereby recognizes the Union as the sole and exclusive Bargaining Agent for all construction employees in the employ of the Employer in the Province of Ontario, including but not limited to:

[...]

c. all construction employees engaged in the wrecking, demolition, dismantling or salvage of building and structures

(Emphasis added).

15. The Orin VRA/Collective Agreement — which is typical of the demolition VRAs entered into by the Labourers over the years — is express in recognizing the Labourers as the sole and exclusive bargaining agent for all construction employees performing demolition work — and not just construction labourers — including in the ICI sector.

16. The language of the Delsan-AIM, Quantum Murray, York Demolition and Orin collective agreements/VRAs of course runs contrary to the position asserted by the Labourers in its letter dated September 17, 2025 that "no party to this application has asserted that the LIUNA Demolition Agreement includes bargaining rights for the *trade* of operating engineers in the ICI sector." If that were the case, there would be no need for the language contained in these agreements.

17. Local 793 has not — as the Labourers assert — "manufactured a controversy that does not exist." Local 793's understanding that the Labourers purport to hold bargaining rights for trades other than construction labourers (including the operating engineers' trade) is borne out in the language of their various agreements on which they rely upon as their source of bargaining rights in this very application.

18. It is unclear the extent to which the other agreements relied upon and referred to by the OADC in this application mirror the unlawful language contained in the Delsan-AIM, Quantum Murray, York Demolition and Orin Demolition VRAs as they have not been produced. However, to the extent that any of the other agreements involve the creation of bargaining rights for the operating engineers' trade in the ICI sector, those VRAs relied upon by the OADC in support of this accreditation application are unlawful and in breach of s. 162 of the *Act*. It is on the basis, as well, that Local 793 has a direct legal interest in this proceeding.

19. As we will restate — and at the risk of belabouring the point — the Operating Engineers are the **only** trade ministerially designated to represent the operating engineers’ trade. As set out in *Delsan Demolition Limited*, [1993 CanLII 7905](#) (ON LRB), in 1984, the Labourers and the the Metropolitan Toronto House Wreckers Association (the predecessor to the Metropolitan Toronto Demolition Contractors’ Association, which itself is the predecessor to the OADC) wrote to the minister requesting that the new demolition designation cover “all employees”. In 1986, the Minister did issue a new demolition designation for the Labourers. Notably — and as the Board has acknowledged — the Labourers were designated **only** to represent construction labourers engaged in demolition work and **not** all employees engaged in demolition work.
20. The Board has repeatedly acknowledged that Local 793’s designation is unique in that it contains explicit reference to work tasks involving the operation of heavy equipment: *Semple-Gooder Roofing Ltd*, [1983 CanLII 864](#) (ON LRB) at para 11(2); *Robertson-Yates Corporation Limited*, [1979 CanLII 1571](#) (ON LRB) at para 5; *Runnymede Development Corporation Limited*, [1987 CanLII 3112](#) (ON LRB) at para 22; *Alcan Aluminium Limited*, [1997 CanLII 15565](#) (ON LRB) at paragraphs 36 and 62; *Sinclair Welding Ltd.*, [1987 CanLII 3060](#) (ON LRB) at para 18 and *Limen Group Ltd*, [2013 CanLII 35130](#) (ON LRB) at para 26.
21. The work tasks that are explicitly set out in Local 793’s designation is work that is included and covered by the Demolition Agreement. No other trade — including the Labourers — can hold rights or have a collective agreement applicable to the work set out in Local 793’s designation as it pertains to the ICI sector (whether called an operating engineer or a construction labourer by the Labourers).
22. For all the above reasons, Local 793 requests that it be granted intervenor status in this proceeding and that any accreditation issued by the Board in this (or any other proceeding) ought to expressly exclude from the resulting accredited agreement operating engineers in the ICI sector of the construction industry.

I trust this to be satisfactory. Should you have any questions or concerns with respect to the foregoing, please do not hesitate to contact the undersigned.

Yours truly,

GIBSON&BARNES LLP



Robert Gibson
RG/jb

- c. I.U.O.E., Local 793, Attention: Ms. Kathryn Bell
I.U.O.E., Local 793, Attention: Ms. Melissa Atkins-Mahaney

I.U.O.E., Local 793, Attention: Mr. Kyle Schutte
I.U.O.E., Local 793, Attention: Ms. Kirsten Agrell
Crawford Chondon & Partners LLP, Attention: Mr. Jay Rider
Crawford Chondon & Partners LLP, Attention: Mr. Mike MacLellan
LIUNA, OPDC and its affiliated Local Unions 183, Attention: Mr. Yu-Sung Soh

TAB A

COLLECTIVE AGREEMENT
(WRECKING/DEMOLITION/ASBESTOS REMOVAL
TIE-IN AGREEMENT)

THIS MEMORANDUM OF AGREEMENT MADE AS OF
THE 9TH DAY OF NOVEMBER, 2007.

BETWEEN: **QUANTUM REMEDIATION, A DIVISION OF QUANTUM
MURRAY LP**
(hereinafter referred to the ("Employer"))

- and -

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

- and -

**THE LABOURERS' INTERNATIONAL UNION OF
NORTH AMERICA, ONTARIO PROVINCIAL
DISTRICT COUNCIL**, on behalf of its
affiliated Local Unions.
(hereinafter collectively referred to the ("The Unions"))

WHEREAS the Union is a designated Employee Bargaining Agency
with respect to employees engaged in wrecking, demolition and asbestos removal;

AND WHEREAS a current Collective Agreement is in force between
the Labourers' Employer and Employee Bargaining Agencies in the industry;

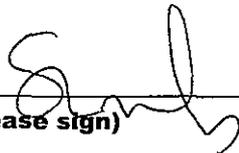
NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Employer recognizes the Union as the sole and exclusive
bargaining agent for all construction labourers and all other persons performing work
within the classifications of the Collective Agreement hereinafter referred to in its employ
in the Province of Ontario.

2. The Employer and the Union agree to be bound by and parties to the current Collective Agreement in force between the Union and the Ontario Association of Demolition Contractors' Inc., including all renewals thereof. The Employer acknowledges that it is familiar with all of the terms, conditions and provisions of said Agreement.

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

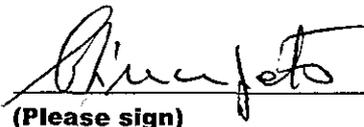
**SIGNED ON BEHALF OF THE
EMPLOYER:**



(please sign)

(please print)

**SIGNED ON BEHALF OF THE
UNION:**



(Please sign)
**CARMEN PRINCIPATO, BUSINESS
MANAGER**



(Please sign)
**BUSINESS REPRESENTATIVE
MIKE BETTENCOURT**

**ADDRESS, TELEPHONE AND FAX
NUMBERS OF THE EMPLOYER:**

345 HORNER AVENUE, SUITE 300

ETOBICOKE, ONTARIO, M8W 1Z6

TEL: 416-253-6000

FAX: 416-253-6699

TAB B

COLLECTIVE AGREEMENT
(Wrecking / Demolition / Asbestos Removal
Tie-In Agreement)

THIS MEMORANDUM OF AGREEMENT made as of the 26 day of March, 2018

BETWEEN:

York Demolition Corp.

(hereinafter called "the Employer")

- and -

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

(hereinafter called "the Union")

WHEREAS the Union is a designated Employee Bargaining Agency with respect to employees engaged in wrecking, demolition and asbestos removal;

AND WHEREAS a current Collective Agreement is in force between the Labourers' International Union of North America, Ontario Provincial District Council and the Ontario Association Demolition Contractors Inc. effective from May 1, 2016 until April 30, 2019 ("the Collective Agreement");

AND WHEREAS the Employer does not engage in any construction work covered by the Provincial Precast Collective Agreement between the Ontario Precast Concrete Manufacturers' Association and The Labourers' International Union of North America, Ontario Provincial District Council, et al.; the Provincial Concrete Sawing & Drilling Agreement between the Concrete Sawing & Drilling Association and The Labourers' International Union of North America, Ontario Provincial District Council, et al.; and the Provincial ICI Collective Agreement between the Construction Labour Relations Association of Ontario, et al. and The Labourers' International Union of North America, Ontario Provincial District Council, et al.;

AND WHEREAS the Union relies on the representation that the Employer does not engage in any construction work covered by the Provincial Precast Collective Agreement between the Ontario Precast Concrete Manufacturers' Association and The Labourers' International Union of North America, Ontario Provincial District Council, et al.; the Provincial Concrete Sawing & Drilling Agreement between the Concrete Sawing & Drilling Association and The Labourers' International Union of North America, Ontario Provincial District Council, et al.; and the Provincial ICI Collective Agreement between the Construction Labour Relations Association of Ontario, et al. and The Labourers' International Union of North America, Ontario Provincial District Council, et al.;

AND WHEREAS this Collective Agreement is without prejudice to any claim The Labourers' International Union of North America, Ontario Provincial District Counsel, et al. would make under ss. 1(4) and/or s. 69 of the *Ontario Labour Relations Act*, should at any time subsequent to the execution of this Collective Agreement, the Employer perform work covered by the Provincial Precast Collective Agreement between the Ontario Precast Concrete Manufacturers' Association and The Labourers' International Union of North America, Ontario Provincial District Counsel, et al.; the Provincial Concrete Sawing & Drilling Agreement between the Concrete Sawing & Drilling Association and The Labourers' International Union of North America, Ontario Provincial District Counsel, et al.; and the Provincial ICI Collective Agreement between the Construction Labour Relations Association of Ontario, et al. and The Labourers' International Union of North America, Ontario Provincial District Counsel, et al.;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The above recitals are true, and are incorporated into, and form part of this Collective Agreement.
2. The Employer recognizes the Union as the sole and exclusive bargaining agent for all construction labourers and all other persons performing work within the classifications of the Collective Agreement hereinafter referred to in its employ in the Province of Ontario.
3. The Employer and the Union agree to be bound by all of the terms, conditions and provisions (both monetary and non-monetary), appendices, schedules and memoranda set forth in and forming part of the Collective Agreement in force between the Union and the Ontario Association of Demolition Contractors Inc., including and amendments to renewals thereof, as if the same were made between the Union and the Employer. The Employer hereby acknowledges that it is in possession of and is familiar with all of the terms, conditions and provisions of the said Collective Agreement.

4. In the event any of the terms, conditions, provisions (both monetary and non-monetary) and appendices of the Provincial Demolition Agreement referred to above are in any way altered, added to or amended by the parties thereto, then the parties to this Memorandum of Agreement shall be bound by the same as if original parties thereto, and this Collective Agreement shall be deemed to be amended accordingly as if the same was made between the Union and the Employer. The Employer hereby acknowledges that it is in possession of and is familiar with all of the terms, conditions and provisions of the Provincial Demolition Collective Agreement referred to above. The Employer shall execute such documents as may be presented to it by the Unions in order to confirm and acknowledge such intention.

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

**SIGNED ON BEHALF
OF THE EMPLOYER:**
*(I have the authority to
bind the Employer)*



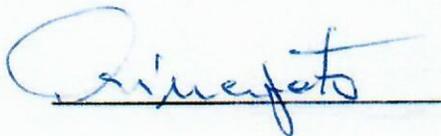
Daniel Guzzetti
Print Name

125 Villarboit Cres
Vaughan, ON L4k 4K2

TEL: 905-307-8102

FAX: 905-307-8103

**SIGNED ON BEHALF
OF THE UNION:**
*(I have the authority to
bind the Union)*



ARMEN PRINCIPATO
Print Name

TAB C

**I.C.I. PICKUP AGREEMENT AND NON-I.C.I.
COVERAGE FOR LOCAL UNION AREA**

**THIS MEMORANDUM OF AGREEMENT MADE AS OF
THE 21st DAY OF September, 2018**

BETWEEN:

ORIN CONTRACTORS CORP.

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

- and -

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

(hereinafter referred to as the ("Union"))

- and -

**THE LABOURERS' INTERNATIONAL UNION OF
NORTH AMERICA, ONTARIO PROVINCIAL
DISTRICT COUNCIL**, on behalf of its affiliated
Local Unions.

(hereinafter collectively referred to as the ("The Unions"))

WHEREAS the Union is entitled to represent the employees of the Employer within the bargaining unit hereinafter described;

AND WHEREAS the Union and the Labourers' International Union of North America have been designated as employee bargaining agencies under the Ontario Labour Relations Act by the Minister of Labour for Ontario;

AND WHEREAS Provincial Agreements have been entered into by the Union and the Labourers' International Union of North America, with a Provincial Employer Bargaining Agency - Labourers (consisting of the Concrete Floor Contractors' Association of Ontario, the Industrial Contractors Association of Canada, the Labour Relations Bureau of the Ontario General Contractors Association, the Ontario Masonry Contractors Association and the Waterproofing Contractors Association of Ontario), the Ontario Precast Concrete Manufacturers' Association and the Ontario Association of Demolition Contractors Inc., and the Concrete Sawing & Drilling Association Collective Agreements, respectively as required by the said designation orders.

**THE EMPLOYER AND THE UNION HEREBY ACKNOWLEDGE
AND AGREES AS FOLLOWS:**

1. The Employer hereby recognizes the Union as the sole and exclusive Bargaining Agent for all construction employees in the employ of the Employer in the Province of Ontario, including but not limited to:

- (a) all construction labourers, including masons' and bricklayers' tenders, plasterers and plasterers' apprentices, all employees engaged in cement finishing, waterproofing or restoration work and such other construction employees as are covered by the Provincial ICI Collective Agreement;
- (b) all construction employees engaged in all phases of the erection and finishing of precast concrete products and other components in the building and construction industry; and,
- (c) all construction employees engaged in the wrecking, demolition, dismantling or salvage of building and structures; and,
- (d) all construction employees engaged in construction or in connection with or related to all Sawing and Drilling operations in the building and construction industry.

2. With respect to work performed or undertaken or contracts let or sublet in the industrial, commercial and institutional sector of the construction industry in the Province of Ontario, the Employer and the Union hereby acknowledge and agree to recognize, observe and be bound by all of the terms, conditions and provisions (both monetary and non-monetary), appendices, schedules and memoranda set forth in and forming part of each of the respective Provincial Agreements with the Provincial Employer Bargaining Agency - Labourers, the Ontario Precast Concrete Manufacturers' Association and the Ontario Association of Demolition Contractors Inc., and the Concrete Sawing & Drilling Association, including any amendments to renewals thereof, as if the same were made between the Union and the Employer. The Employer hereby acknowledges that it is in possession of and is familiar with all of the terms, conditions and provisions of the said Provincial Agreements.

3. This Memorandum of Agreement shall be binding upon the Employer, its successors, administrators, executors, assignees, substitutes and associated or related entities.

4. With respect to work performed or undertaken or contracts let or sublet in sectors of the construction industry other than the industrial, commercial and institutional sector in Ontario the Employer and the Union hereby agree:

- (a) That the Employer shall, by virtue of the recognition clause in paragraph 1, recognize, observe and be bound by all of the terms, conditions, provisions (both monetary and non-monetary), of any applicable accredited collective agreement between the Union, its affiliated locals, the Ontario Provincial District Council, or the International Union and any employer or employer association applicable to such work in the Province of Ontario and any renewals thereof;
- (b) Where there is no applicable accredited collective agreement, then the Employer agrees that it shall apply all the terms and conditions of the Provincial ICI Collective Agreement to all work performed in all other sectors of the construction industry in the Province of Ontario, provided that the Employer may first elect to become signatory to the various collective agreements applicable in such other sectors with the Union, its affiliated locals, the Ontario Provincial District Council or the International Union.
- (c) Upon the parties to the Provincial Agreements set out in paragraph 1 entering into any amendments or renewals thereof, then the parties hereto shall be bound by the same as if original parties thereto and the Employer shall execute such documents as may be presented to it by the Union in order to confirm and acknowledge such intention;

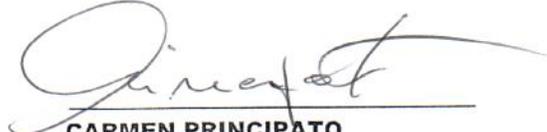
(d) This Collective Agreement shall be operative and effective as of and from the 1st day of May, 2016 until the 30th day of April, 2019 and thereafter from year to year unless either party shall furnish the other with notice of termination or proposed revision of this Collective Agreement within a period of not more than one hundred and twenty (120) days and not less than thirty (30) days before the expiry date (or its anniversary, as the case may be). On receipt of such written notice, the parties to this Collective Agreement shall convene a meeting within fifteen (15) days and bargain in good faith to endeavor to reach an agreement.

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

**SIGNED ON BEHALF
OF THE EMPLOYER:**

**SIGNED ON BEHALF
OF THE UNION:**

PLEASE SIGN
I have authority to
bind the Corporation



**CARMEN PRINCIPATO
BUSINESS MANAGER**

ANTHONY NIEO
PLEASE PRINT

**MILTON MEDEIROS
BUSINESS REPRESENTATIVE**

**ADDRESS, TELEPHONE AND FAX
NUMBERS OF THE EMPLOYER:**

100 MACINTOSH BLVD

CONCORD ON LYK 4P3

TEL: (905) 738-4655

FAX: (905) 738-1995

EMAIL: _____

CELL: _____

I.C.I. PICKUP AGREEMENT AND NON-I.C.I.
COVERAGE FOR LOCAL UNION AREA

THIS MEMORANDUM OF AGREEMENT MADE AS OF
THE 20th DAY OF SEPTEMBER, 2013

BETWEEN:

RONI EXCAVATING LIMITED
IRON TRIO INC.
IRON TRIO DEMOLITION INC.
IRON EXCAVATING & GRADING LTD.
NIRO BROTHERS EXCAVATING & GRADING INC.
865217 ONTARIO INC.
ORIN LANDSCAPING INC.
ORIN CONTRACTING SERVICES INC.

(hereinafter referred to the ("Employer"))

- and -

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

(hereinafter referred to the ("Union"))

- and -

**THE LABOURERS' INTERNATIONAL UNION OF
NORTH AMERICA, ONTARIO PROVINCIAL
DISTRICT COUNCIL**, on behalf of its affiliated
Local Unions.

(hereinafter collectively referred to the ("The Unions"))

WHEREAS the Union is entitled to represent the
employees of the Employer within the bargaining unit hereinafter described;

AND WHEREAS the Union and the Labourers'
International Union of North America have been designated as employee
bargaining agencies under the Ontario Labour Relations Act by the Minister
of Labour for Ontario;

AND WHEREAS Provincial Agreements have been
entered into by the Union and the Labourers' International Union of North
America, with a Provincial Employer Bargaining Agency – Labourers
(consisting of the Concrete Floor Contractors' Association of Ontario, the
Industrial Contractors Association of Canada, the Labour Relations Bureau of
the Ontario General Contractors Association, the Ontario Masonry
Contractors Association and the Waterproofing Contractors Association of
Ontario), the Ontario Precast Concrete Manufacturers' Association and the
Ontario Association of Demolition Contractors Inc., respectively as required
by the said designation orders.

**THE EMPLOYER AND THE UNION HEREBY ACKNOWLEDGE
AND AGREES AS FOLLOWS:**

1. The Employer hereby recognizes the Union as the sole and exclusive Bargaining Agent for all of the following construction employees in the employ of the Employer in the Province of Ontario, namely,

- (a) all construction labourers, including masons' and bricklayers' tenders, plasterers and plasterers' apprentices, all employees engaged in cement finishing, waterproofing or restoration work and such other construction employees as are covered by the Provincial Agreement with the Provincial Employer Bargaining Agency – Labourers;
- (b) all construction employees engaged in all phases of the erection and finishing of precast concrete products and other components in the building and construction industry; and,
- (c) all construction employees engaged in the wrecking, demolition, dismantling or salvage of building and structures.

2. With respect to work performed or undertaken or contracts let or sublet in the industrial, commercial and institutional sector of the construction industry in the Province of Ontario, the Employer and the Union hereby acknowledge and agree to recognize, observe and be bound by all of the terms, conditions and provisions (both monetary and non-monetary), appendices, schedules and memoranda set forth in and forming part of each of the respective Provincial Agreements with the Provincial Employer Bargaining Agency – Labourers, the Ontario Precast Concrete Manufacturers' Association and the Ontario Association of Demolition Contractors Inc., including any amendments to renewals thereof, as if the same were made between the Union and the Employer. The Employer hereby acknowledges that it is in possession of and is familiar with all of the terms, conditions and provisions of the said Provincial Agreements.

3. This Memorandum of Agreement shall be binding upon the Employer, its successors, administrators, executors, assignees, substitutes and associated or related entities.

4. With respect to work performed or undertaken or contracts let or sublet in sectors of the construction industry other than the industrial, commercial and institutional sector in Ontario Labour Relations Board geographic areas, No. 8 and 18, Employer and the Union hereby agree:

- (a) To recognize, observe and be bound by all of the terms, conditions, provisions (both monetary and non-monetary), of the applicable Collective Agreement(s), including any amendments and renewals thereof, between or binding upon the Union or one or more of its affiliated Local Unions, as the case may be, and an Employers' organization or an Employer, as the case may be, applicable in the locality of the project for the class and character of the said work, as if the same were made between the Employer and the Union and the Employer shall execute such documents as may be presented to it by the Union in order to confirm and acknowledge such intention. The Employer hereby acknowledges that it is in possession of and is familiar with such Collective Agreements;

- (b) In the event that there is no Collective Agreement(s) of the type referred to in Article 3 (a) herein covering the class and character of work or if such work is normally performed under one of the Provincial Agreements referred to above, then such work shall be performed in accordance with the said Provincial Agreement. Upon the parties to the Provincial Agreements entering into any amendments or renewals thereof, then the parties hereto shall be bound by the same as if original parties thereto and the Employer shall execute such documents as may be presented to it by the Union in order to confirm and acknowledge such intention;

(c) This Collective Agreement shall be operative and effective as of and from the **1st** day of **May, 2013** until the **30th** day of **April, 2016** and thereafter from year to year unless either party shall furnish the other with notice of termination or proposed revision of this Collective Agreement within a period of not more than one hundred and twenty (120) days and not less than thirty (30) days before the expiry date (or its anniversary, as the case may be). On receipt of such written notice, the parties to this Collective Agreement shall convene a meeting within fifteen (15) days and bargain in good faith to endeavor to reach an agreement.

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

**SIGNED ON BEHALF
OF THE EMPLOYER:**

**SIGNED ON BEHALF
OF THE UNION:**

PLEASE SIGN
I have authority to
bind the Corporation
ANTHONY NIRO

CARMEN PRINCIPATO
BUSINESS MANAGER

GIOCONDO NIRO

JACK EUSTAQUIO
BUSINESS REPRESENTATIVE

**ADDRESS, TELEPHONE AND FAX
NUMBERS OF THE EMPLOYER:**

100 MACINTOSH BLVD.

CONCORD, ONTARIO, L4K 4P3

TEL: 905-738-6655

FAX: 905-738-1995