

SCHEDULE “A”

1. This is an application for accreditation by the Ontario Concrete and Drain Contractors Association (the **OCDCA**). The OCDCA is an employers’ organization within the meaning of section 126 of the Ontario *Labour Relations Act, 1995* (the **Act**).
2. The Responding Party, the Labourers’ International Union of North America, Local 183 (**Local 183**), is a trade union within the meaning of section 126 of the *Act*.

Background

3. In or around 1999, the OCDCA filed an application seeking status as an accredited bargaining agent for concrete and drain work with respect to employers bound to Local 183. Around the same time, the Greater Toronto Sewer and Watermain Contractors Association (the **GTSWCA**) filed three accreditation applications with respect to Local 183, the International Union of Operating Engineers, Local 793 (**Local 793**) and the Teamsters’, Local 230 (**Local 230**) to expand the work coverage of its accreditation certificates, but not the geographic scope of its accreditation certificates. Each of the GTSWCA and the OCDCA intervened in the other party’s respective accreditation application(s), as there was overlap in bargaining unit descriptions.
4. The dispute between the GTSWCA and the OCDCA resulted in a Memorandum of Agreement dated December 21, 2001 (the **MOA**), which delineated the boundaries of the GTSWCA and the OCDCA’s respective work jurisdictions (**MOA, Tab 1**).
5. At paragraph 3 of the MOA, the parties agreed that the GTSWCA was entitled to seek accreditation with respect to construction work in the sewers and watermains sector on all private property sites in excess of 1.5 hectares carried out by employers in contractual relations with Local 183, Local 793, and Local 230 in Board Area 8 and Simcoe County in Board Area 18 (**MOA, Tab 1**).

6. At paragraph 5 of the MOA, the parties agreed that the OCDCA was entitled to seek accreditation in respect of concrete and drain work carried out by employers in contractual relations with Local 183 and Local 793 in Board Area 8 and Simcoe County. The OCDCA's work jurisdiction was defined as concrete and drain work performed in the interior of any building in any sector and regardless of the site size, and in respect of new single family residential subdivision sites, consisting of detached or semi-detached houses that are not townhouses or residential highrises, from the individual lot property line to the interior of the house **(MOA, Tab 1)**.

7. The GTSWCA¹ was originally accredited as the bargaining agent for employers bound to Local 183, Local 230 and Local 793 operating in Board Areas 8 and Simcoe County in Board Area 18 in 1989. The GTSWCA then updated its accreditation certificates in 2002 to expand the work coverage, but not the geographic scope, of its accreditation certificates. Then in 2021, the GTSWCA filed accreditation applications with the Board to expand the geographic scope of its accreditation certificates with Local 793 and Local 183. The accreditation certificates issued by the Board in 2022 merged the GTSWCA's accreditation certificates from 2002 with the newly issued accreditation certificates covering the expanded Board Areas. The GTSWCA's accreditation certificates respect the division of work jurisdiction in the MOA **(GTSWCA Accreditation Certificate re Local 183 (2022), Tab 9; GTSWCA Accreditation Certificate re Local 793 (2022), Tab 10; GTSWCA Accreditation Certificate re Local 230 (2002), Tab 11)**. The GTSWCA's accreditation certificates with Local 183 and Local 793 describe the work covered as follows:

all work in the sewers and watermains sector on: (a) public property, (b) private property more than three feet from any building where the site is in excess of 1.5 hectares in size, but excludes work from the individual lot property line to the interior of new single family residential detached or semi-detached houses which

¹ Note that the 1989 accreditation certificates were issued when the GTSWCA was called the Metropolitan Toronto Sewer and Watermain Contractors Association.

are not townhouses or residential highrises (condominiums or rentals), (c) private property that is ultimately assumed as an easement, right-of-way or road allowance by the federal, provincial or municipal government or any other governmental authority, and (d) an easement, right-of-way, private roadway or road) allowance on residential end use private property sites greater than 1.5 hectares in size.

GTSWCA Accreditation Certificates re Local 183 and Local 793 (Tabs 9 & 10)

8. Similarly, the OCDCA's accreditation certificate in respect of Local 183, discussed below, reflects the parameters of the OCDCA's work jurisdiction as established in the MOA.

9. Since the execution of the MOA in 2001, the practice has been to distinguish "concrete and drain" work, as defined in the MOA, from the sewers and watermain work. As outlined above, the GTSWCA's accreditation certificates contain a carve out for concrete and drain work, and the OCDCA's accreditation certificate (addressed below) contains a reciprocal carve out for work within the GTSWCA's jurisdiction under the MOA. In practice, the GTSWCA and the OCDCA have respected this delineation of work jurisdiction in all geographic areas, not just those covered by their respective accreditation certificates.

The OCDCA's accreditation and collective bargaining history

10. On December 21, 2002 the OCDCA was accredited by the Board as an accredited employers' organization in respect of Local 183 pursuant to section 136(2) of the *Act* (Board File No. 2019-99-R) (**Tab 2**). The corresponding accreditation certificate covered a bargaining unit which reflected the work jurisdiction delineated in the MOA and encompassed Board Area 8 and Simcoe County in Board Area 18 (the **2002 Accreditation Certificate, Tab 3**).

11. The OCDCA is accredited in respect of only Local 183, but is bound to collective agreements with both Local 183 and Local 793. By 2021, the recognition clause in the collective

agreement between the OCDCA and Local 183 included a bargaining unit that encompassed Board Areas 8, 9, 10 and 18.

12. As such, the OCDCA filed an accreditation application in October 2021 to represent employers performing concrete and drain work who were bound to Local 183 in Board Areas 9, 10 and the District of Muskoka in Board Area 18. The application included a request for the Board to “merge” the 2002 Accreditation Certificate with the new accreditation certificate. On March 7, 2022, the Board issued an accreditation certificate to the OCDCA, covering the following bargaining unit, which reflects the work jurisdiction delineated in the MOA: (the **2022 Accreditation Certificate, Tab 4**).

all employers of employees engaged in concrete and drain work for whom the Labourers’ International Union of North America, Local 183 holds bargaining rights, performing the work identified in the following paragraph in the City of Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and that portion of the Town of Milton within the geographic Townships of Esquesing and Trafalgar, and the Town of Ajax and the City of Pickering in the Regional Municipality of Durham, the Regional Municipality of Durham (except for the Town of Ajax and the City of Pickering), the geographic Township of Cavan in the County of Peterborough and the geographic Township of Manvers in the City of Kawartha Lakes, the Town of Cobourg, the Municipality of Port Hope, and the geographic Townships of Hope, Hamilton, Haldimand and Alnwick in the County of Northumberland, the County of Simcoe and the District Municipality of Muskoka.

The work covered by this accreditation certificate includes all concrete and drain work, in all sectors of the construction industry save and except for the industrial, commercial and institutional sector in the interior of any building, regardless of the size of the site; and in respect of new single family residential subdivision sites, consisting of detached or semi-detached houses and which are not townhouses or residential high-rises (condominiums or rentals), from the individual lot property line to the interior of the house.

13. The 2022 Accreditation Certificate applies to Board Areas 8, 9, 10 and 18.

14. The most recent version of the collective agreement between Local 183 and the OCDCA expires on April 30, 2028 (the **Collective Agreement, Tab 5**). The recognition clause in article 2.01(a)(i) of the Collective Agreement between the OCDCA and Local 183 has been further expanded and now provides for a bargaining unit encompassing Board Areas 7, 8, 9, 10, 11, 12, 18, 27 and 29. Accordingly, although the OCDCA's contractual rights with Local 183 extend across nine Board Areas, its statutory accreditation rights with Local 183 exist only with respect to Board Areas 8, 9, 10 and 18. The recognition clause in the Collective Agreement between the OCDCA and Local 183 provides as follows:

The Employer recognizes the Union as the sole and exclusive bargaining agent for all construction employees of the Employer employed in concrete and drain work while working in and out of... Ontario Labour Relations Board Geographic Area Numbers 7, 8, 9, 10, 11, 12 18, 27 and 29, save and except non-working foremen and persons above the rank of non-working foremen.

(Collective Agreement, Tab 5)

15. As such, the OCDCA is again seeking to expand the geographic scope of its accreditation certification with Local 183 to match the geographic scope of its contractual bargaining rights.

The OCDCA's application to expand the geographic scope of its accreditation rights

16. This application constitutes the OCDCA's application for accreditation in the "new areas" of Board Areas 7, 11, 12, 27 and 29 (the **New Areas**). Should the OCDCA's accreditation application for the New Areas be successful, the OCDCA requests that the Board merge this new accreditation with the 2022 Accreditation Certificate, pursuant to the procedure set out in the Board's January 24, 2020 decision in *The Residential Low Rise Forming Contractors Association*

of *Metropolitan and Vicinity v Labourers' International Union of North America, Local 183*, [2020 CanLII 6776](#), at paragraph 6:

Before dealing with the merits of this matter, the Board would like to comment on the proper procedure to be followed in this type of case. While the Board appreciates that the applicant proceeded as it did based upon Board precedents from the previous century, it is neither efficient nor productive to deal with reconsideration requests of decisions over two decades old. The Board fully understands why the applicant wishes to have a single accreditation order rather than multiple accreditation orders. However, there is a more efficient way to achieve this end. **In the future, an applicant in this situation should simply file an accreditation application for the “new area” and at the same time include in its application a request to vary in the “old area” if the application is successful.** This method of proceeding is simple, straightforward and consonant with the observations about appropriate bargaining units made by the Chair of the Board in *Enwave Energy Corporation*, 2019 CanLII 72125 (ON LRB) (July 29, 2019). Nevertheless, the Board will deal with this application in the manner proposed by the parties.

[emphasis added]

17. As such, if the OCDCA is successful in this accreditation application for the New Areas, the OCDCA requests that the Board “vary” the 2022 Accreditation Certificate pursuant to its reconsideration powers under section 114(1) of the *Act*. In the result, the OCDCA requests a single accreditation certificate reflecting the expanded geographic scope of the OCDCA's bargaining rights, namely: Board Areas 7, 8, 9, 10, 11, 12, 18, 27 and 29.

18. The OCDCA continues to have the authority to maintain and pursue accreditation rights under the *Act* pursuant to its letters patent, which includes the following objective:

To become an accredited employers' bargaining agent either alone or jointly with other associations under the Labour Relations Act ... and to regulate relations between employers and employees in the Construction Industry and represent such employers in collective bargaining within the Concrete and Drain sector of the Construction Industry in any geographic area as defined under the Labour Relations Act.

(Letters Patent, Tab 6)

19. A copy of the OCDCA's bylaws are also attached as **Tab 7**.

20. The parties included the New Areas in the bargaining unit in the Collective Agreement to reflect the expanded scope of construction carried out by OCDCA members through employees represented by Local 183. The expanded geography of the bargaining unit also reflects the expansion of Local 183's jurisdiction beyond Board Areas 8, 9, 10 and 18. As such, it is appropriate for the OCDCA to pursue an expansion of its statutory bargaining rights and establish a level playing field for contractors performing concrete and drain work in the New Areas.

21. The OCDCA intends only to expand the geographic scope of the 2022 Accreditation Certificate, and not to change the description of the work covered by the 2022 Accreditation Certificate. Further, as the GTSWCA and the OCDCA have a long and established history of applying the division of work jurisdiction in the MOA beyond the geographic areas of their respective accreditation certificates, the OCDCA's proposed bargaining unit reflects the MOA's division of work jurisdiction **(MOA, Tab 1)**.

The proposed bargaining unit descriptions are appropriate

22. The OCDCA requests accreditation as the bargaining agent for the following bargaining unit, which applies to the New Areas (Board Areas 7, 11, 12, 27 and 29):

All employers of employees engaged in concrete and drain work for whom the Labourers' International Union of North America, Local 183 (**Local 183**) holds bargaining rights, performing the work in the following paragraph in:

- a. The County of Wellington (Board Area 7);
- b. The County of Peterborough (except for the geographic Township of Cavan), the City of Kawartha Lakes (except for the geographic Township of Manvers) and the County of Haliburton (Board Area 11);
- c. The County of Prince Edward, the County of Hastings and the Municipality of Trent Hills (formerly the Townships of Seymour, Campbellford, Hastings and Percy) and the Municipality of Cramahe and all lands east thereof in the County of Northumberland (Board Area 12);
- d. The County of Dufferin (Board Area 27); and
- e. The County of Lennox and Addington, the County of Frontenac, and the geographic Townships of Rear Leeds and Lansdowne, Rear of Yonge and Escott, and all lands south thereof in the United Counties of Leeds and Grenville (Board Area 29).

The work covered by this accreditation certificate includes all concrete and drain work in all sectors of the construction industry save and except for the industrial, commercial and institutional sector, in the interior of any building regardless of the size of the site, and in respect of new single family residential subdivision sites consisting of detached or semidetached houses and which are not townhouses or residential high-rises (condominiums or rentals), from the individual lot property line to the interior of the house.

23. The complete bargaining unit description for the New Areas is attached as **Appendix "A"**, which includes a list of exclusions for employers bound to other collective agreements between Local 183 and other accredited employers' organizations.

24. If the OCDCA is accredited for the above-noted bargaining unit description for the New Areas, then it will ask the Board to exercise its reconsideration powers pursuant to section 114 of the *Act* to vary the 2022 Accreditation Certificate to include the New Areas. The OCDCA will request that the ultimate accreditation certificate contain a bargaining unit description that is largely the same as paragraph 22, above, but with the addition of Boards Area 8, 9, 10 and 18 to reflect the complete geographic scope of the OCDCA's bargaining rights. As such, the OCDCA requests that the Board issue an accreditation certificate containing the bargaining unit description and exclusions in the attached **Appendix "B"**.

25. The bargaining unit descriptions set out in this application are appropriate and consistent with the OCDCA and Local 183's bargaining history. This bargaining unit maintains the descriptions of the work covered by the OCDCA's 2022 Accreditation Certificate and the list of exclusions, but amends the geographic scope to reflect the OCDCA's contractual bargaining rights with Local 183. The bargaining unit description also respects the jurisdictional divide in the MOA with the GTSWCA. As such, the OCDCA respectfully submits that it has satisfied the requirements to be accredited for the bargaining unit in **Appendix "A"** and requests that the Board issue a single accreditation certificate with the bargaining unit description in **Appendix "B"**.

The OCDCA has met the requirements for an accreditation order

26. The OCDCA satisfies the requirements set out in section 136 of the *Act* to be accredited as the employers' organization for the bargaining unit set out in paragraph 22.

27. The OCDCA's List of Employers is at **Tab 8**. There are approximately six employers who have employed employees in the bargaining unit set out above in the one year prior to this application being filed. These employers employed approximately 25 employees in the weekly payroll period immediately preceding the date of the application.

28. As of the accreditation application filing date, the OCDCA has been vested with the authority to act as the bargaining agent and to bargain on behalf of the six employers in the bargaining unit. The employers that the OCDCA represents employed all of the employees in the week preceding the filing of this application. As such, the OCDCA represents a majority of employers who employ a majority of the employees in the bargaining unit set out in paragraph 22, above, as required under section 136 of the *Act*.

Conclusion

29. In conclusion, the OCDCA seeks the following from the Board:

- (a) to be accredited in respect of the New Areas, which are covered by the Collective Agreement but are not covered by the OCDCA's 2022 Accreditation Certificate, namely Board Areas 7, 11, 12, 27 and 29;
- (b) if the OCDCA is successfully accredited for the New Areas, to have the newly issued accreditation certificate merged with the existing 2022 Accreditation Certificate; and
- (c) to that effect, ensure there is a single accreditation certificate pertaining to Local 183 which would replace the OCDCA's 2022 Accreditation Certificate.

Order requested

30. The OCDCA therefore requests:

- (a) that the Board find that the OCDCA meets the requirements under sections 135-136 of the *Act* to be declared an accredited employers' organization for the bargaining unit set out in Appendix "A"; and

- (b) that the Board merge the new accreditation order with the OCDCA's 2022 Accreditation Certificate and issue a single accreditation certificate reflecting the bargaining unit set out in Appendix "B".

ALL OF WHICH IS RESPECTFULLY SUBMITTED.

APPENDIX “A”

BARGAINING UNIT DESCRIPTION FOR NEW BOARD AREAS

1. All employers of employees engaged in concrete and drain work for whom the Labourers' International Union of North America, Local 183 (**Local 183**) holds bargaining rights, performing the work in the following paragraph in:
 - a. The County of Wellington (Board Area 7);
 - b. The County of Peterborough (except for the geographic Township of Cavan), the City of Kawartha Lakes (except for the geographic Township of Manvers) and the County of Haliburton (Board Area 11);
 - c. The County of Prince Edward, the County of Hastings and the Municipality of Trent Hills (formerly the Townships of Seymour, Campbellford, Hastings and Percy) and the Municipality of Cramahe and all lands east thereof in the County of Northumberland (Board Area 12);
 - d. The County of Dufferin (Board Area 27); and
 - e. The County of Lennox and Addington, the County of Frontenac, and the geographic Townships of Rear Leeds and Lansdowne, Rear of Yonge and Escott, and all lands south thereof in the United Counties of Leeds and Grenville (Board Area 29).
2. The work covered by this accreditation certificate includes all concrete and drain work in all sectors of the construction industry save and except for the industrial, commercial and institutional sector, in the interior of any building regardless of the size of the site, and in respect of new single family residential subdivision sites consisting of detached or

semidetached houses and which are not townhouses or residential high-rises (condominiums or rentals), from the individual lot property line to the interior of the house.

3. The bargaining unit excludes employers bound by and performing work under any of the following collective agreements in accordance with past or existing practices as at the date hereof:

- a. Collective Agreement between the Toronto Area Road Builders' Association and a Council of Trade Unions acting as the representative and agent of Teamsters, Local 230 and Local 183;
- b. Collective Agreement between the Low Rise Forming Association of Metropolitan Toronto and Vicinity and Local 183;
- c. Collective Agreement between certain Landscaping Contractors and Local 183;
- d. Collective Agreement between the Building Restorations and Associated Work Contractors and Local 183;
- e. Collective Agreement between the Masonry Contractors' Association of Toronto Inc. and Masonry Council of Unions, Toronto and Vicinity;
- f. Collective Agreement between various Plumbing Contractors and Local 183;
- g. Provincial Civil Engineering Collective Agreement being a Collective Agreement between various civil contractors and the LiUNA, Ontario Provincial District Council;
- h. Collective Agreement between The Ontario Allied Construction Trades Council and the Electrical Power Systems Construction Association;

- i. Collective Agreement between the Ontario Precast Manufacturers Association and the LiUNA, Ontario Provincial District Council;
- j. Collective Agreement between the Heavy Construction Association of Toronto and Local 183;
- k. Labourers' Mainline Pipeline Agreement for Canada between the Pipe Line Contractors Association of Canada and Local 183;
- l. Labourers' Distribution Pipeline Agreement for Canada between the Pipe Line Contractors Association of Canada and Local 183;
- m. Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario;
- n. Collective Agreement between the Metropolitan Toronto Apartment Builders' Association and Local 183;
- o. Collective Agreement between the Toronto Residential Construction Labour Bureau and Local 183;
- p. Collective Agreement between the Residential Framing Contractors Association of Metropolitan Toronto and Vicinity and Local 183;
- q. Collective Agreement between the Utility Contractors Association of Ontario and LiUNA, Ontario Provincial District and its affiliated Local Unions; and
- r. Collective Agreement between the Greater Toronto Sewer and Watermain Contractors Association and a Council of Trade Unions acting as the representative and agent of Local 183 and the Teamsters, Local 230.

APPENDIX “B”

BARGAINING UNIT DESCRIPTION FOR MERGED ACCREDITATION CERTIFICATE

1. All employers of employees engaged in concrete and drain work for whom the Labourers’ International Union of North America, Local 183 (**Local 183**) holds bargaining rights, performing the work identified in the following paragraph in:
 - a. The County of Wellington (Board Area 7);
 - b. The City of Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and that portion of the Town of Milton within the geographic Townships of Esquesing and Trafalgar, and the Town of Ajax and the City of Pickering in the Regional Municipality of Durham (Board Area 8);
 - c. The Regional Municipality of Durham (except for the Town of Ajax and the City of Pickering), the geographic Township of Cavan in the County of Peterborough, and the geographic Township of Manvers in the City of Kawartha Lakes (Board Area 9);
 - d. The Town of Cobourg, the Municipality of Port Hope, and the geographic Townships of Hope, Hamilton, Haldimand and Alnwick in the County of Northumberland (Board Area 10);
 - e. The County of Peterborough (except for the geographic Township of Cavan), the City of Kawartha Lakes (except for the geographic Township of Manvers) and the County of Haliburton (Board Area 11);
 - f. The County of Prince Edward, the County of Hastings and the Municipality of Trent Hills (formerly the Townships of Seymour, Campbellford, Hastings and Percy) and

the Municipality of Cramahe and all lands east thereof in the County of Northumberland (Board Area 12);

- g. The County of Simcoe and the District Municipality of Muskoka (Board Area 18);
 - h. The County of Dufferin (Board Area 27); and
 - i. The County of Lennox and Addington, the County of Frontenac, and the geographic Townships of Rear Leeds and Lansdowne, Rear of Yonge and Escott, and all lands south thereof in the United Counties of Leeds and Grenville (Board Area 29).
2. The work covered by this accreditation certificate includes all concrete and drain work in all sectors of the construction industry save and except for the industrial, commercial and institutional sector, in the interior of any building regardless of the size of the site, and in respect of new single family residential subdivision sites consisting of detached or semidetached houses and which are not townhouses or residential high-rises (condominiums or rentals), from the individual lot property line to the interior of the house.
3. The bargaining unit excludes employers bound by and performing work under any of the following collective agreements in accordance with past or existing practices as at the date hereof:
- a. Collective Agreement between the Toronto Area Road Builders' Association and a Council of Trade Unions acting as the representative and agent of Teamsters, Local 230 and Local 183;
 - b. Collective Agreement between the Low Rise Forming Association and Local 183;
 - c. Collective Agreement between certain Landscaping Contractors and Local 183;

- d. Collective Agreement between the Building Restorations and Associated Work Contractors and Local 183;
- e. Collective Agreement between the Masonry Contractors' Association of Toronto Inc. and Masonry Council of Unions, Toronto and Vicinity;
- f. Collective Agreement between various Plumbing Contractors and Local 183;
- g. Provincial Civil Engineering Collective Agreement being a Collective Agreement between various civil contractors and the LiUNA, Ontario Provincial District Council;
- h. Collective Agreement between The Ontario Allied Construction Trades Council and the Electrical Power Systems Construction Association;
- i. Collective Agreement between the Ontario Precast Manufacturers Association and the LiUNA, Ontario Provincial District Council;
- j. Collective Agreement between the Heavy Construction Association of Toronto and Local 183;
- k. Labourers' Mainline Pipeline Agreement for Canada between the Pipe Line Contractors Association of Canada and Local 183;
- l. Labourers' Distribution Pipeline Agreement for Canada between the Pipe Line Contractors Association of Canada and Local 183;
- m. Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario;

- n. Collective Agreement between the Metropolitan Toronto Apartment Builders' Association and Local 183;
- o. Collective Agreement between the Toronto Residential Construction Labour Bureau and Local 183;
- p. Collective Agreement between the Residential Framing Contractors Association of Metropolitan Toronto and Vicinity and Local 183;
- q. Collective Agreement between the Utility Contractors Association of Ontario and LiUNA, Ontario Provincial District and its affiliated Local Unions; and
- r. Collective Agreement between the Greater Toronto Sewer and Watermain Contractors Association and a Council of Trade Unions acting as the representative and agent of Local 183 and the Teamsters, Local 230.

MEMORANDUM OF AGREEMENT

Between:

GREATER TORONTO SEWER AND WATERMAIN CONTRACTORS' ASSOCIATION

(the "GTSWCA")

- and -

ONTARIO CONCRETE & DRAIN CONTRACTORS' ASSOCIATION

(the "OCDCA")

[a] **WHEREAS** on November 3, 1989 the GTSWCA (formerly the Metropolitan Toronto Sewer and Watermain Contractors' Association) was accredited by the Ontario Labour Relations Board (the "Board") as the exclusive bargaining agent for employers active in Board Area 8 and Simcoe County for bargaining units defined in the accreditation certificates (the "Current Certificates") issued by the Board, in respect of three trade unions, namely Universal Workers Union, LIUNA Local 183 (formerly the Labourers' International Union of North America, Local 183) ("Local 183"), Teamsters Union Local 230 ("Local 230"), International Union of Operating Engineers, Local 793 ("Local 793") and a Council of Trade Unions acting as agent and representative of Local 183 and Local 230 (the "Council"),

[b] **AND WHEREAS** on October 8, 1999 the GTSWCA filed with the Board three further applications for accreditation (the "GTSWCA Applications") in respect of, respectively, Local 230 and the Council (Board File No. 1972-99-R), Local 183 and the

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Council (Board File No. 1974-99-R) and Local 793 (Board File No. 1975-99-R) with a view to seeking additional bargaining rights in Board Area 8 and Simcoe County,

[c] **AND WHEREAS** on October 13, 1999 the OCDCA applied for accreditation to the Board (the "OCDCA Application") in order to obtain exclusive bargaining agent status for concrete and drain work on behalf of employers in collective bargaining relations with Local 183 in Board Area 8,

[d] **AND WHEREAS** the proposed bargaining units in the GTSWCA Applications and the proposed bargaining unit in the OCDCA Application conflict with one another,

[e] **AND WHEREAS** the OCDCA filed an intervention in the GTSWCA Application applicable to Local 183 and the Council, and the GTSWCA filed an intervention in the OCDCA Application, in which each of the two aforesaid employers' organizations have opposed the application of the other employers' organization,

[f] **AND WHEREAS** on or about April 14, 2000 the OCDCA commenced an application in the Ontario Superior Court of Justice (Court File No. 00-CV-188799) (the "Court Application") seeking certain declaratory relief against the GTSWCA as a result of the GTSWCA Applications, which was dismissed by Mr. Justice Rivard on April 20, 2001,

[g] **AND WHEREAS** on May 18, 2001 the OCDCA appealed to the Court of Appeal for Ontario (Court File No. C36358) (the "Appeal") the dismissal of its application and such Appeal is currently unresolved,

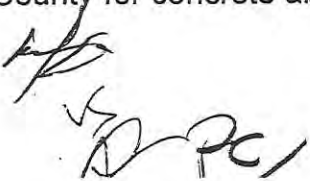
[h] **AND WHEREAS** the GTSWCA and the OCDCA (the "Parties") are desirous of resolving all of their outstanding differences arising from the GTSWCA Applications, the OCDCA Application and the Court Application (including the Appeal),

VS
PC

T.C.
AB
CP

NOW THEREFORE it is agreed:

1. The Parties will immediately instruct their respective solicitors to take steps to implement this Memorandum, and will otherwise comply forthwith with the provisions of this Memorandum.
2. The OCDCA hereby confirms the ongoing validity of the Current Certificates. The OCDCA further commits to continue the validity of the Current Certificates and to endeavour to ensure that all of its members and other employers whom it might eventually represent in collective bargaining respect the terms of those certificates.
3. The Parties agree that having regard to past and existing practices, and despite the current wording of the Current Certificates, the GTSWCA is entitled to seek and obtain from the Board accreditation in respect of all construction industry work in the sewers and watermains sector of the construction industry on all private property sites in excess of 1.5 hectares, carried out by employers in collective bargaining relations with Local 183, Local 230, and Local 793 (the "Unions") in Board Area 8 and Simcoe County. The OCDCA further commits to unconditionally support the GTSWCA in any application for accreditation (whether by way of amended applications or, if necessary, by way of new applications to the Board) which the GTSWCA may amend or initiate in accordance with this Memorandum.
4. The GTSWCA will either amend the GTSWCA's Applications or, if necessary, withdraw the GTSWCA Applications and, if it wishes, reapply for accreditation in accordance with this Memorandum.
5. The Parties agree that the OCDCA is entitled to seek and obtain from the Board accreditation in respect of all concrete and drain work carried out by employers in collective bargaining relations with Locals 183 and 793 in Board Area 8 and Simcoe County for concrete and drain work performed:



(a) despite paragraph 3 above, in the interior of any building, regardless of the size of the site or the sector of the construction industry into which the building otherwise falls; and

(b) despite paragraph 3 above, in respect of new single family residential subdivision sites, consisting of detached or semi-detached houses and which are not townhouses or residential highrises (condominiums or rentals), from the individual lot property line to the interior of the house.

The GTSWCA commits to unconditionally support the OCDCA in any application for accreditation (whether by way of amended application or, if necessary, by way of a new application to the Board) which the OCDCA may amend or initiate in accordance with this Memorandum.

6. With respect to Local 183 bargaining rights, the OCDCA will either amend the OCDCA Application or, if necessary, withdraw the OCDCA Application and, if it wishes, reapply for accreditation in accordance with this Memorandum. With respect to Local 793 bargaining rights, the OCDCA will, if it wishes, apply for accreditation in accordance with this Memorandum.

7. In this paragraph,

(a) the "Free Zone" means all private property sites 1.5 hectares in size and less on which work in the construction industry is performed, and

(b) "Exempted Work" means all work (save and except the work described in paragraphs 5(a) and (b) above) in the sewers and watermains sector carried out in the Free Zone and all concrete and drain work carried out in the Free Zone by

employers in contractual relations with any one, some or all of Local 183, Local 230 and Local 793 within Board Area 8 and Simcoe County.

The Parties each agree that they will not apply for accreditation in respect of Exempted Work, without the express written consent of the other Party.

8. The Parties hereby enter into and are now bound to this Memorandum to the full extent of their respective contractual authority, and will forthwith advise their respective members of the existence of this binding Memorandum. The fact that a Party seeking accreditation in accordance with this Memorandum might fail to obtain accreditation, as a result of the opposition of any other party, does not invalidate this Memorandum. However, each Party commits to assisting the other Party to obtain support for any application made in compliance with this Memorandum, including but not limited to the support of the Unions. In the event that any of the Unions oppose an accreditation application made in conformity with this Memorandum, the onus will be on the Party which is not the applicant to show that it did not violate the commitment in this paragraph.

9. The OCDCA will immediately abandon its Appeal, to which the GTSWCA hereby consents. Absent agreement between the Parties, the issue of the costs of the Application heard by the Honourable Mr. Justice Rivard on April 17, 2001 shall be dealt with by way of an attendance before an assessment officer as determined by Mr. Justice Rivard on August 16, 2001.


10. The Parties hereby commit to work together in order to ensure that the provisions of this Memorandum are respected. In particular, they will consult with one another and share drafts before initiating any new accreditation applications or amending the existing applications.

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11. This Memorandum is enforceable under section 96(7) of the *Labour Relations Act, 1995* (the "Act") or any successor thereto as a settlement to proceedings under that Act.

DATED this 21st day of December, 2001.

**GREATER TORONTO SEWER AND
AND WATERMAIN CONTRACTORS' ASSOCIATION**



Jim D'Orazio, President



Tony Bellissimo, Secretary-Treasurer




Tony Cosentino, Director

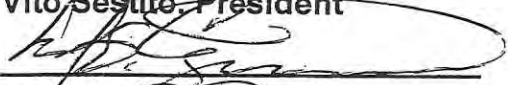


Sam Morra, Executive Director

**ONTARIO CONCRETE & DRAIN
CONTRACTORS' ASSOCIATION**




Vito Sestito, President



Mario DiGenova, Vice-President



Adriano Lisi, Secretary



Pino Celsi, Managing Director

Ontario Labour Relations Board Decisions

Ontario Labour Relations Board

BEFORE: David A. McKee, Vice-Chair

December 31, 2002

File No. 2019-99-R

[2002] O.L.R.D. No. 4324

Ontario Concrete & Drain Contractors Association, Applicant v. Universal Workers Union, L.I.U.N.A. Local 183, Responding Party v. Greater Toronto Sewer and Watermain Contractors Association, Intervenor

(20 paras.)

Appearances

Mark Stone, for Ontario Concrete & Drain Contractors Association. Stephen Wahl and Mark Lewis for Universal Workers Union, L.I.U.N.A. Local 183. Richard J. Charney, for the Greater Toronto Sewer and Watermain Contractors Association.

[Quicklaw note: A correction was released by the Board December 31, 2002 revoking the decision of December 13, 2002. This document contains the re-issued decision and the correction revoking the December 13, 2002 decision is appended to this document.]

DECISION OF THE BOARD

1 This decision replaces a decision in this file dated December 13, 2002. Although this decision bears a later date, since it is a correction of an earlier decision, it is effective as at December 13, 2002.

2 This is an application for accreditation pursuant to the construction industry provisions of the Labour Relations Act, 1995, S.O. 1995, ch. 1 ("the Act"). The applicant, the Ontario Concrete & Drain Contractors Association ("the Association") seeks to be accredited as the bargaining agent for certain employers which have a bargaining relationship with Labourers International Union of North America, Local 183 ("Local 183" or "the responding party trade union"). There have been several preliminary decisions in this application and certain findings have already been made by the Board. In this decision, certain of the findings are reproduced for the sake of convenience, but have been determined by the Board before this date.

3 The process by which an applicant Association becomes accredited is set out in sections 134-136 of the Act. These provide as follows:

134. Where a trade union or council of trade unions has been certified or has been granted voluntary recognition under section 18 as the bargaining agent for a unit of employees of more than one employer in the construction industry or where a trade union or council of trade unions has entered into collective agreements with more than one employer covering a unit of employees in the construction industry, an employers' organization may apply to the Board to be accredited as the bargaining agent for all employers

in a particular sector of the industry and in the geographic area described in the said certificates, voluntary recognition documents or collective agreements, as the case may be.

135.(1) Upon an application for accreditation, the Board shall determine the unit of employers that is appropriate for collective bargaining in a particular geographic area and sector, but the Board need not confine the unit to one geographic area or sector but may, if it considers it advisable, combine areas or sectors or both or parts thereof.

(2) The unit of employers shall comprise all employers as defined in section 126 in the geographic area and sector determined by the Board to be appropriate.

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

- (a) the number of employers in the unit of employers on the date of the making of the application who have within one year prior to such date had employees in their employ for whom the trade union or council of trade unions has bargaining rights in the geographic area and sector determined by the Board to be appropriate;
- (b) the number of employers in clause (a) represented by the employers' organization on the date of the making of the application; and
- (c) the number of employees of employers in clause (a) on the payroll of each such employer for the weekly payroll period immediately preceding the date of the application or if, in the opinion of the Board, the payroll period is unsatisfactory for any one or more of the employers in clause (a), such other weekly payroll period for any one or more of the said employers as the Board considers advisable.

(2) If the Board is satisfied,

- (a) that a majority of the employers in clause (1) (a) is represented by the employers' organization; and
- (b) that such majority of employers employed a majority of the employees in clause (1)(c),

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

- (3) Before accrediting an employers' organization under subsection (2), the Board shall satisfy itself that the employers' organization is a properly constituted organization and that each of the employers whom it represents has vested appropriate authority in the organization to enable it to discharge the responsibilities of an accredited bargaining agent.
- (4) Where the Board is of the opinion that appropriate authority has not been vested in the employers' organization, the Board may postpone disposition of the application to enable employers represented by the organization to vest the additional or other authority in the organization that the Board considers necessary.
- (5) The Board shall not accredit any employers' organization if any trade union or council of trade unions has participated in its formation or administration or has contributed financial or other support to it or if it discriminates against any person because of any ground of discrimination prohibited by the Human Rights Code, or the Canadian Charter of Rights and Freedoms.

4 On the basis of the materials filed with the Board, the Board finds, as it did in its decision of August 30, 2002, that the applicant is an employer's organization within the meaning of section 1(1) and 126 of the Act, and further that it is a properly-constituted organization for the purposes of section 134.

5 The responding parties are a trade union and a council of trade unions within the meaning of sections 1(1) and

126 of the Act. The trade union, Local 183, has acquired bargaining rights for a unit of employees of more than one employer in the construction industry who fall within the bargaining unit described below.

6 The Board determined the appropriate bargaining unit in the August 30, 2002 decision, which is reproduced here for convenience:

1. All employers of employees engaged in concrete and drain work for whom the Universal Workers' Union, L.I.U.N.A. Local 183 has bargaining rights performing the work described below in the City of Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and that portion of the Town of Milton within the geographic Townships of Esquesing and Trafalgar, the Town of Ajax and the City of Pickering in the Regional Municipality of Durham, and Simcoe County. The work covered by this accreditation certificate consists of:

All concrete and drain work, in all sectors of the construction industry save and except the industrial, commercial and institutional sector,

- (a) in the interior of any building, regardless of the size of the site; and
 - (b) in respect of new single family residential subdivision sites, consisting of detached or semi-detached houses and which are not townhouses or residential highrises (condominiums or rentals), from the individual lot property line to the interior of the house.
2. Despite the generality of the foregoing, the aforementioned bargaining unit description is subject to the following collective agreements in accordance with past or existing practices as at the date hereof:
 - (a) Collective Agreement between the Toronto Area Road Builders' Association and a Council of Trade Unions acting as the representative and agent of Teamsters, Local 230 and Universal Workers Union, L.I.U.N.A. Local 183 ("LIUNA, Local 183");
 - (b) Collective Agreement between the Residential Low Rise Forming Contractors' Association of Metropolitan Toronto and Vicinity and LIUNA, Local 183;
 - (c) Collective Agreement between certain Landscaping Contractors and LIUNA, Local 183 for Ontario Labour Relations Board Areas 8 and 18;
 - (d) Collective Agreement between the Building Restorations and Associated Work Contractors and LIUNA, Local 183;
 - (e) Collective Agreement between the Masonry Contractors' Association of Toronto Inc. and Masonry Council of Unions, Toronto and Vicinity;
 - (f) Collective Agreement between various Plumbing Contractors and LIUNA, Local 183;
 - (g) Provincial Civil Engineering Collective Agreement being a Collective Agreement between various civil contractors and the LIUNA, Ontario Provincial District Council;
 - (h) Collective Agreement between The Ontario Allied Construction Trades Council and the Electrical Power Systems Construction Association;
 - (i) Collective Agreement between the Labourers' Ontario Provincial District Council and Ontario Precast Manufacturers Association;
 - (j) Collective Agreement between LIUNA, Local 183 and Heavy Construction Association of Toronto;
 - (k) Labourers Mainline Pipeline Agreement for Canada between Pipe Line Contractors Association of Canada and LIUNA;
 - (l) Labourers Distribution Pipeline Agreement for Canada between Pipe Line Contractors Association of Canada and LIUNA;

- (m) Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario;
 - (n) Collective Agreement between the Metropolitan Toronto Apartment Builders' Association and the LIUNA, Local 183;
 - (o) Collective Agreement between the Toronto Residential Construction Labour Bureau and LIUNA, Local 183;
 - (p) Collective Agreement between the Residential Framing Contractors Association of Metropolitan Toronto and Vicinity and LIUNA, Local 183;
 - (q) Collective Agreement between the Utility Contractors Association of Ontario and LIUNA, Ontario Provincial District and its affiliated Local Unions; and
 - (r) Collective Agreement between the Greater Toronto Sewer and Watermain Contractors Association and a Council of Trade Unions acting as the representative and agent of LIUNA, Local 183 and the Teamsters, Local 230.
3. For the purposes of clarity the Board declares that the unit of employers has been described to reflect work performed by employers of employees for whom the Responding Party has bargaining rights and shall not be construed as defining or limiting any sector in the construction industry.

7 Following the August 30, 2002 decision, the parties met, with the assistance of a Labour Relations Officer, and agreed on a list of employers which constitutes Schedule "E" to this application. Schedule "E" is the list of employers defined by section 136(1)(a) as the employers who, within one year before the date of the application (October 8, 1999), had employees in their employ for whom the responding party trade union had bargaining rights in the bargaining unit determined above. This list contains 45 names. This list is as follows:

Basecrete Inc.
 Best Concrete and Drain Inc.
 Brentview Construction Limited
 Cadetta Concrete & Drain Ltd.
 Tri-D Concrete & Drain Limited
 Choiceland Contracting Limited
 Columbia Drain & Concrete Contractors Limited
 Concord Concrete & Drain Inc.
 D & F Concrete and Drain
 D.I. Construction
 Dolente Concrete & Drain Co.
 Dominic Di Carlo Limited
 Donald Concrete & Drain Inc.
 Donald Construction Limited
 Dranco Construction Limited
 Fino Contracting Inc.
 Fourwinds Construction Inc.
 Plastina Investments Limited

Franore Drain & Concrete Limited
 Global Construction
 Goldstar Drain & Concrete Inc.
 Jentry Construction Limited
 King-Con Construction Ont. Ltd.
 Long Valley Construction Limited
 Marlisi Construction
 Ni-Co Concrete & Drain Ltd.
 Pro-Drain (1984) Construction Limited
 R.T.C. Concrete & Drain Ltd.
 Roy-Val Construction Ltd.
 Salina Concrete & Drain
 San Moriz Drain & Concrete Ltd.
 San-Jac Concrete & Drains Limited
 Select Concrete & Drain Inc.
 Sure Seal Canada
 The Greco Group
 Toronto Concrete & Drain Limited
 Triple A Concrete & Drain
 University Plumbing & Heating
 Viomar Concrete & Drain Ltd.
 Weston Construction Limited
 Zicardo Construction Ltd.
 1206880 Ontario Limited
 623990 Ontario Limited
 ACU-Contracting
 1252663 Ontario Inc. o/a Premier Concrete Contractors

8 Section 136 requires the Board to find a "double majority". The "employer majority" is satisfied when the applicant Association is able to demonstrate that it represents a majority of employers on Schedule "E". The Board has interpreted the word "represents" in section 136(2)(a) as meaning that the Association is authorized to bring an application for accreditation on behalf of an employer.

9 The "employee majority" is satisfied by demonstrating that the applicant Association represents employers who employed a majority of employees who worked in the period defined by section 136(1)(c), that is, in the weekly payroll period immediately preceding the filing of the application.

10 The Board must be "satisfied" that the applicant Association represents both types of majorities.

11 The applicant filed with its application authorizations on behalf of 32 of the 42 names on the list. 32 out of 42

certainly satisfies the requirement that the applicant demonstrate that it is entitled to represent a majority of the contractors listed on Schedule "E".

12 For purposes of determining the second half of the "double majority", the Board directed the applicant to send notice to all employers on Schedule "E". Only 32 filed returns, all of them being the employers which had given an authorization to the Association to file this application.

13 They have a great deal to do with determining the "employee majority". These Filings are the only information the Board has with respect to the number of employees working for employers in Schedule "E" in the week prior to the application. Once again, looking at these Filings, the Association clearly satisfies the requirement for the "employee majority" test. The 32 employers who responded stated they had a total of 569 employees in the weekly payroll period immediately before the application for accreditation. By definition, all of these employees worked for employers who were represented by the Association in this application.

14 The fact that only 32 of 42 employers made a Filing does not cause me to doubt this finding. The Board does not conduct an inquisitorial examination into an application for accreditation. It adjudicates the application on the evidence before it. In this case, all 42 employers received notice as to what was at stake in the application, both factually and legally, and of their obligation to provide any information necessary. Any party which chose to resist the application was certainly able to do so. None chose to do so. The Board's process is based on the belief that an adversarial process will likely disclose the correct facts which the Board needs to adjudicate a case. The Board does not, therefore, give any weight in this instance to employers who, upon being advised of their rights and obligations, and the possible outcome of the application, choose not to participate.

15 Further, there is no reason to assume that just because an employer is found on Schedule "E" it has any employees to report. The employer is on Schedule "E" because it is bound to a collective agreement with the responding party trade union and has had in its employ at least one person represented by that union within one year before the date of the application. The "employee majority" looks at a different period of time: the weekly payroll period immediately before the application date. It is not at all a necessary conclusion that an employer who is properly on Schedule "E" and who did not respond to the notice sent by the Association had any employees at all in the week before the application was filed.

16 Therefore, I am prepared to make a finding based on the evidence filed by all of the parties before me. I find that the applicant has satisfied both the "employer majority" test of section 136(2)(a) and the "employee majority" test of section 136(2)(b).

17 None of the employers served on Schedule "E" indicated any opposition to the application. On the day of the hearing, no employers appeared to participate. No objection was received to the application.

18 For reasons set out in the August 30, 2002 decision in this matter, the compilation of a final Schedule "F" has been waived. The Board is satisfied that the notice given through the newspaper and industry trade publications and the Board's website satisfy the requirement to give notice to parties that may be affected by this application.

19 In view of the fact that the Board has waived the requirements to compile a Schedule "F" in this application, the Board wishes to stipulate that the issuance of the accreditation certificate herein does not prejudice or adversely affect, in any way, the responding party trade union's bargaining rights with respect to employers who are not listed on Schedule "E", for whatever reason.

20 Having regard to all of the foregoing, a certificate of accreditation will issue to the applicant for the unit of employers which has been found by the Board to be appropriate as set out in paragraph 5 above.

* * * * *

Correction

Released: December 31, 2002

1. The Board issued a final decision in this application on December 13, 2002. Unfortunately, due to an error in merging documents, the wrong bargaining unit was set out in that decision. The decision of December 13, 2002 is hereby revoked, and the attached decision, bearing that same date as this decision, is issued in its place. Because the decision is merely a correction of the earlier decision, it shall be effective as at December 13, 2002, as if it had been issued on that date.
2. All parties are requested to return to the Board the original or a copy of the certificate which was attached to the December 13, 2002 decision. A corrected version of that certificate is enclosed with the accompanying decision.

End of Document

The Labour Relations Act, 1995
Before the Ontario Labour Relations Board

Between:

Ontario Concrete & Drain Contractors Association,

Applicant,

- and -

Universal Workers Union, L.I.U.N.A. Local 183,

Responding Party.

- and -

Greater Toronto Sewer and Watermain Contractors Association,

Intervenor.

Certificate

Upon the application of the applicant and in accordance with the provisions of the *Labour Relations Act, 1995* THIS BOARD DOTH CERTIFY Ontario Concrete & Drain Contractors Association as the bargaining agent of:

1. All employers of employees engaged in concrete and drain work for whom the Universal Workers' Union, L.I.U.N.A. Local 183 has bargaining rights performing the work described below in the City of Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and that portion of the Town of Milton within the geographic Townships of Esquesing and Trafalgar, the Town of Ajax and the City of Pickering in the Regional Municipality of Durham, and Simcoe County. The work covered by this accreditation certificate consists of:

All concrete and drain work, in all sectors of the construction industry save and except the industrial, commercial and institutional sector,

- (a) in the interior of any building, regardless of the size of the site; and
- (b) in respect of new single family residential subdivision sites, consisting of detached or semi-detached houses and which are not townhouses or residential highrises (condominiums or rentals), from the individual lot property line to the interior of the house.

2. Despite the generality of the foregoing, the aforementioned bargaining unit description is subject to the following collective agreements in accordance with past or existing practices as at the date hereof:

- (a) Collective Agreement between the Toronto Area Road Builders' Association and a Council of Trade Unions acting as the representative and agent of Teamsters, Local 230 and Universal Workers Union, L.I.U.N.A. Local 183 ("LIUNA, Local 183");
- (b) Collective Agreement between the Residential Low Rise Forming Contractors' Association of Metropolitan Toronto and Vicinity and LIUNA, Local 183;
- (c) Collective Agreement between certain Landscaping Contractors and LIUNA, Local 183 for Ontario Labour Relations Board Areas 8 and 18;
- (d) Collective Agreement between the Building Restorations and Associated Work Contractors and LIUNA, Local 183;
- (e) Collective Agreement between the Masonry Contractors' Association of Toronto Inc. and Masonry Council of Unions, Toronto and Vicinity;
- (f) Collective Agreement between various Plumbing Contractors and LIUNA, Local 183;
- (g) Provincial Civil Engineering Collective Agreement being a Collective Agreement between various civil contractors and the LIUNA, Ontario Provincial District Council;
- (h) Collective Agreement between The Ontario Allied Construction Trades Council and the Electrical Power Systems Construction Association;
- (i) Collective Agreement between the Labourers' Ontario Provincial District Council and Ontario Precast Manufacturers Association;
- (j) Collective Agreement between LIUNA, Local 183 and Heavy Construction Association of Toronto;
- (k) Labourers Mainline Pipeline Agreement for Canada between Pipe Line Contractors Association of Canada and LIUNA;
- (l) Labourers Distribution Pipeline Agreement for Canada between Pipe Line Contractors Association of Canada and LIUNA;

- (m) Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario;
- (n) Collective Agreement between the Metropolitan Toronto Apartment Builders' Association and the LIUNA, Local 183;
- (o) Collective Agreement between the Toronto Residential Construction Labour Bureau and LIUNA, Local 183;
- (p) Collective Agreement between the Residential Framing Contractors Association of Metropolitan Toronto and Vicinity and LIUNA, Local 183;
- (q) Collective Agreement between the Utility Contractors Association of Ontario and LIUNA, Ontario Provincial District and its affiliated Local Unions; and
- (r) Collective Agreement between the Greater Toronto Sewer and Watermain Contractors Association and a Council of Trade Unions acting as the representative and agent of LIUNA, Local 183 and the Teamsters, Local 230.

3. For the purposes of clarity the Board declares that the unit of employers has been described to reflect work performed by employers of employees for whom the Responding Party has bargaining rights and shall not be construed as defining or limiting any sector in the construction industry.

The employers for whom the Ontario Concrete & Drain Contractors Association becomes the bargaining agent under this certificate are: Basecrete Inc., Best Concrete and Drain Inc., Brentview Construction Limited, Cadetta Concrete & Drain Ltd., Tri-D Concrete & Drain Limited, Choiceland Contracting Limited, Columbia Drain & Concrete Contractors Limited, Concord Concrete & Drain Inc., D & F Concrete and Drain, D.I. Construction, Dolente Concrete & Drain Co., Dominic Di Carlo Limited, Donald Concrete & Drain Inc., Donald Construction Limited, Dranco Construction Limited, Fino Contracting Inc., Fourwinds Construction Inc., Plastina Investments Limited, Franore Drain & Concrete Limited, Global Construction, Goldstar Drain & Concrete Inc., Jentry Construction Limited, King-Con Construction Ont. Ltd., Long Valley Construction Limited, Marlisi Construction, Ni-Co Concrete & Drain Ltd., Pro-Drain (1984) Construction Limited, R.T.C. Concrete & Drain Ltd., Roy-Val Construction Ltd., Salina Concrete & Drain, San Moriz Drain & Concrete Ltd., San-Jac Concrete & Drains Limited, Select Concrete & Drain Inc., Sure Seal Canada, The Greco Group, Toronto Concrete & Drain Limited, Triple A Concrete & Drain, University Plumbing & Heating, Viomar Concrete & Drain Ltd., Weston Construction Limited, Zicardo Construction Ltd., 1206880 Ontario Limited, 623990 Ontario Limited, ACU-Contracting, 1252663 Ontario Inc. o/a Premier Concrete Contractors, and other such employers for whose employees the Universal Workers Union, L.I.U.N.A. Local 183, may after October 15, 1999 obtain bargaining rights through certification or voluntary recognition in the geographic area and sector set out in the unit of employers described herein.

This certificate replaces a previous one, and shall be effective as at December 13, 2002. It is to be read subject to the terms of the Board's Decision(s) in this matter and, accordingly, the bargaining unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

DATED at Toronto this 31st day of December, 2002.

ONTARIO LABOUR RELATIONS BOARD

P. M. Grenier

Deputy Registrar

(SEAL)



ONTARIO LABOUR RELATIONS BOARD

OLRB Case No: **1239-21-R**

Ontario Concrete and Drain Contractors Association, Applicant v
Labourers' International Union of North America, Local 183, Responding
Party v International Union of Operating Engineers, Local 793,
Intervenor

BEFORE: Jack J. Slaughter, Vice-Chair

DECISION OF THE BOARD: March 7, 2022

1. This is an application for accreditation made pursuant to section 134 of the *Labour Relations Act, 1995*, S.O. 1995, c.1, as amended (the "Act") in which the applicant seeks to be accredited as the bargaining agent of concrete and drain employers in a manner that expands the geographic scope of its existing accreditation certification with Labourers' International Union of North America, Local 183 ("Local 183").
2. The Board finds that the applicant is an employers' organization within the meaning of sections 1(1) and 126 of the Act, and meets the requirement to be accredited as a properly constituted employers' organization under subsection 136(3) of the Act. The Board further finds that the responding party is a trade union within the meaning of sections 1(1) and 126 of the Act.
3. Section 135 of the Act requires the Board, upon an application for accreditation, to determine "the unit of employers that is appropriate for collective bargaining in a particular geographic area and sector...". Section 135 also provides that the Board, in making that determination, "need not confine the unit to one geographic area or

sector but may, if it considers it advisable, combine areas or sectors or both or parts thereof.”

4. In a decision dated January 10, 2022, the Board directed the applicant to provide notice to all the employers the responding party had listed on Schedule “E” to its response and to any other employers the applicant believed may be affected by this application. The Board did not require the responding party to file a Schedule “F” as neither the Act nor the Board’s Rules of Procedure any longer require the service and filing of a Schedule “F” in an accreditation application. In addition, the parties further agreed that the notice (along with a copy of the application, response and all Board decisions) would be made accessible on the Board’s website. The Board further directed that a copy of the notice would be included as an advertisement in three publications utilized by contractors engaged in concrete and drain work that service the affected geographic areas.

5. The applicant has confirmed that it placed the notices as directed by the Board.

6. Having regard to the foregoing, the Board is satisfied that the applicant has met its obligation to provide reasonable notice to any person or employer that may be affected by this proceeding.

7. In the January 10, 2022 decision, the Board set an Employer Filing Date of February 18, 2022, by which time any affected employer wishing to participate in the application was required to serve and file specified materials, including a Form A-94, Employer Filing, Application for Accreditation Construction Industry along with the required Schedule “A” to the Form A-94. The Board received such materials from 19 employers by the Employer Filing Date. No employer objected to the application. All of the 19 employers indicated that the applicant was entitled to bargain on their behalf. In these circumstances, the Board is satisfied that it can make a final determination of this matter without a hearing based upon the materials filed with the Board.

8. An employers’ organization may seek accreditation as a bargaining agent of employers in the construction industry under section 134 of the Act only if a trade union or council of trade unions within the

meaning of section 126(1) of the Act holds bargaining rights, whether by certification or voluntary recognition, in respect of a bargaining unit of employees working in the construction industry employed by more than one employer operating a business in the construction industry and that union or council of unions entered into collective agreements with more than one such employer applicable to a bargaining unit of such employees. Section 134 of the Act provides:

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

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

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

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

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

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

- (a) the number of employers in the unit of employers on the date of the making of the application who have within one year prior to such date had employees in their employ for whom the trade union or council of trade unions has bargaining rights in the geographic area and sector determined by the Board to be appropriate;
- (b) the number of employers in clause (a) represented by the employers' organization on the date of the making of the application; and
- (c) the number of employees of employers in clause (a) on the payroll of each such employer for the weekly payroll period immediately preceding the date of the application or if, in the opinion of the Board, the payroll period is unsatisfactory for any one or more of the employers in clause (a), such other weekly payroll period for any one or more of the said employers as the Board considers advisable.

(2) If the Board is satisfied,

- (a) that a majority of the employers in clause (1) (a) is represented by the employers' organization; and
- (b) that such majority of employers employed a majority of the employees in clause (1) (c),

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

12. No party has taken objection to the proposed bargaining unit described in the Board's decision dated January 10, 2022. Having regard to section 135 of the Act and the agreement of the parties, the Board determines the following unit of employers to be appropriate for collective bargaining:

all employers of employees engaged in concrete and drain work for whom the Labourers' International Union of North America, Local 183 holds bargaining rights, performing the work identified in the following paragraph in Ontario Labour Relations Board Area Nos. 9, 10 and the District Municipality of Muskoka (in Board Area 18).

The work covered by this accreditation certificate includes all concrete and drain work, in all sectors of the construction industry save and except for the industrial, commercial and institutional sector in the interior of any building, regardless of the size of the site; and in respect of new single family residential subdivision sites, consisting of detached or semi-detached houses and which are not townhouses or residential high-rises (condominiums or rentals), from the individual lot property line to the interior of the house.

The bargaining unit excludes employers bound by and performing work under any of the following collective agreements in accordance with past or existing practices as at the date hereof:

- a. Collective Agreement between the Toronto Area Road Builders' Association and a Council of Trade Unions acting as the representative and agent of Teamsters, Local 230 and Local 183;
- b. Collective Agreement between the Residential Low Rise Forming Contractors' Association of Metropolitan Toronto and Vicinity and Local 183;

- c. Collective Agreement between certain Landscaping Contractors and Local 183 for Board Areas 8 and 18;
- d. Collective Agreement between the Building Restorations and Associated Work Contractors and Local 183;
- e. Collective Agreement between the Masonry Contractors' Association of Toronto Inc. and Masonry Council of Unions, Toronto and Vicinity;
- f. Collective Agreement between various Plumbing Contractors and Local 183;
- g. Provincial Civil Engineering Collective Agreement being a Collective Agreement between various civil contractors and the LiUNA, Ontario Provincial District Council;
- h. Collective Agreement between The Ontario Allied Construction Trades Council and the Electrical Power Systems Construction Association;
- i. Collective Agreement between the Ontario Precast Manufacturers Association and the LiUNA, Ontario Provincial District Council;
- j. Collective Agreement between the Heavy Construction Association of Toronto and Local 183;
- k. Labourers' Mainline Pipeline Agreement for Canada between the Pipe Line Contractors Association of Canada and Local 183;
- l. Labourers' Distribution Pipeline Agreement for Canada between the Pipe Line Contractors Association of Canada and Local 183;
- m. Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario;

- n. Collective Agreement between the Metropolitan Toronto Apartment Builders' Association and Local 183;
- o. Collective Agreement between the Toronto Residential Construction Labour Bureau and Local 183;
- p. Collective Agreement between the Residential Framing Contractors Association of Metropolitan Toronto and Vicinity and Local 183;
- q. Collective Agreement between the Utility Contractors Association of Ontario and LiUNA, Ontario Provincial District and its affiliated Local Unions; and
- r. Collective Agreement between the Greater Toronto Sewer and Watermain Contractors Association and a Council of Trade Unions acting as the representative and agent of Local 183 and the Teamsters, Local 230.

13. The Board finds that the documentary evidence filed by the applicant in accordance with the Board's Rules of Procedure is sufficient to prove that each of the employers it represents has authorized it to act as their bargaining agent in collective bargaining with the responding party.

14. Based on the parties' representations and the materials filed with the Board, the Board is satisfied that the Final Schedule "E" is comprised of the following 19 employers:

Schedule "E"

ACU Contracting
Basecrete Inc.
Best Concrete & Drains Inc.
Cadetta Drain Company Inc.
Columbia Drain & Concrete Contractors Ltd.
Concord Concrete & Drain Ltd.

Dolente Concrete & Drain Company Ltd.
Dranco Construction Ltd.
Jentry Construction Ltd.
Marlisi Construction Ltd.
Premconcrete Inc.
Roy-Val Construction Ltd.
San-Jac Concrete & Drains Ltd.
The King-Con Corporation
Toronto Concrete & Drain Limited
Urban Utilities Contractors Inc.
Westcon R.M. Construction Limited
Windmill Group Corporation
Zicardo Construction Ltd.

15. The applicant filed documentary evidence establishing that it represents 19 of the 19 employers listed on Schedule "E". The Board therefore finds that the applicant represented a majority of the employers in the bargaining unit of employers that had employees for whom the responding party held bargaining rights performing work coming within the scope of the bargaining unit within one year prior to the application date. The applicant has therefore satisfied the condition set out in section 136(2)(a) of the Act as the first prerequisite for obtaining accreditation.

16. Eighteen of those 19 employers filed an Employer Filing in Form A-94 indicating they had employees on their payroll for the weekly pay period immediately preceding the date of the application. The total number of employees on the 18 employer filings is 130. All of the employers who had employees on their payroll for the weekly pay period immediately prior to the date of application are represented by the applicant. The employers represented by the applicant employed 130 of the 130 employees at work for Schedule "E" employers in the relevant time period. There is no information before the Board to indicate that any other affected employer employed any other affected employees in the relevant period. Hence, the majority of employers employed the majority of employees contemplated by section 136(1)(c) of the Act at the relevant time. Having regard to this information, the Board is satisfied that the applicant has satisfied the condition set out in section 136(2)(b) of the Act as the second prerequisite for obtaining accreditation.

17. In the result, the Board finds that the applicant has established the “double majority” requirement prescribed in section 136(2) of the Act to entitle it to be accredited as the exclusive bargaining agent of the employers coming within the bargaining unit described in paragraph 12 above. That is, the applicant has established it represents a majority of the employers in the bargaining unit of employers and that those employers employed a majority of the employees who were on the payrolls of the employers in the bargaining unit during the week immediately preceding the application date.

18. Pursuant to section 136(2) of the Act, the Board hereby accredits the applicant as the exclusive bargaining agent of the employers in the unit of employers set out in paragraph 12 above and for all other employers for whose employees the responding party may, after October 4, 2021, the date this application was made, obtain bargaining rights through certification or voluntary recognition in the following bargaining unit:

all employers of employees engaged in concrete and drain work for whom the Labourers’ International Union of North America, Local 183 holds bargaining rights, performing the work identified in the following paragraph in Ontario Labour Relations Board Area Nos. 9, 10 and the District Municipality of Muskoka (in Board Area 18).

The work covered by this accreditation certificate includes all concrete and drain work, in all sectors of the construction industry save and except for the industrial, commercial and institutional sector in the interior of any building, regardless of the size of the site; and in respect of new single family residential subdivision sites, consisting of detached or semi-detached houses and which are not townhouses or residential high-rises (condominiums or rentals), from the individual lot property line to the interior of the house.

The bargaining unit excludes employers bound by and performing work under any of the following collective agreements in accordance with past or existing practices as at the date hereof:

- a. Collective Agreement between the Toronto Area Road Builders' Association and a Council of Trade Unions acting as the representative and agent of Teamsters, Local 230 and Local 183;
- b. Collective Agreement between the Residential Low Rise Forming Contractors' Association of Metropolitan Toronto and Vicinity and Local 183;
- c. Collective Agreement between certain Landscaping Contractors and Local 183 for Board Areas 8 and 18;
- d. Collective Agreement between the Building Restorations and Associated Work Contractors and Local 183;
- e. Collective Agreement between the Masonry Contractors' Association of Toronto Inc. and Masonry Council of Unions, Toronto and Vicinity;
- f. Collective Agreement between various Plumbing Contractors and Local 183;
- g. Provincial Civil Engineering Collective Agreement being a Collective Agreement between various civil contractors and the LiUNA, Ontario Provincial District Council;
- h. Collective Agreement between The Ontario Allied Construction Trades Council and the Electrical Power Systems Construction Association;
- i. Collective Agreement between the Ontario Precast Manufacturers Association and the LiUNA, Ontario Provincial District Council;
- j. Collective Agreement between the Heavy Construction Association of Toronto and Local 183;

- k. Labourers' Mainline Pipeline Agreement for Canada between the Pipe Line Contractors Association of Canada and Local 183;
- l. Labourers' Distribution Pipeline Agreement for Canada between the Pipe Line Contractors Association of Canada and Local 183;
- m. Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario;
- n. Collective Agreement between the Metropolitan Toronto Apartment Builders' Association and Local 183;
- o. Collective Agreement between the Toronto Residential Construction Labour Bureau and Local 183;
- p. Collective Agreement between the Residential Framing Contractors Association of Metropolitan Toronto and Vicinity and Local 183;
- q. Collective Agreement between the Utility Contractors Association of Ontario and LiUNA, Ontario Provincial District and its affiliated Local Unions; and
- r. Collective Agreement between the Greater Toronto Sewer and Watermain Contractors Association and a Council of Trade Unions acting as the representative and agent of Local 183 and the Teamsters, Local 230.

19. The applicant has asked that if this application is successful that it be granted a single certificate of accreditation to cover both the bargaining rights granted by this application and its previously acquired bargaining rights further to the guidelines established by the Board in its decision in *The Residential Low Rise Forming Contractors Association*

of Metropolitan Toronto and Vicinity, 2020 CanLII 6776 (ON LRB) (January 24, 2020) where the Board said:

6. Before dealing with the merits of this matter, the Board would like to comment on the proper procedure to be followed in this type of case. While the Board appreciates that the applicant proceeded as it did based upon Board precedents from the previous century, it is neither efficient nor productive to deal with reconsideration requests of decisions over two decades old. The Board fully understands why the applicant wishes to have a single accreditation order rather than multiple accreditation orders. However, there is a more efficient way to achieve this end. In the future, an applicant in this situation should simply file an accreditation application for the "new area" and at the same time include in its application a request to vary in the "old area" if the application is successful. This method of proceeding is simple, straightforward and consonant with the observations about appropriate bargaining units made by the Chair of the Board in *Enwave Energy Corporation*, 2019 CanLII 72125 (ON LRB) (July 29, 2019). Nevertheless, the Board will deal with this application in the manner proposed by the parties.

20. The applicant was previously accredited to represent concrete and drain employers in Ontario Labour Relations Board Area No. 8 and the County of Simcoe in *Ontario Concrete & Drain Contractors Association*, 2002 CanLII 36969 (ON LRB) (December 13, 2002). The certificate of accreditation should include both those areas and the areas encompassed by the current application.

21. Therefore, a certificate of accreditation shall issue to the applicant for the following bargaining unit:

all employers of employees engaged in concrete and drain work for whom the Labourers' International Union of North America, Local 183 holds bargaining rights, performing the work identified in the following paragraph in the City of Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville

and Halton Hills and that portion of the Town of Milton within the geographic Townships of Esquesing and Trafalgar, and the Town of Ajax and the City of Pickering in the Regional Municipality of Durham, the Regional Municipality of Durham (except for the Town of Ajax and the City of Pickering), the geographic Township of Cavan in the County of Peterborough and the geographic Township of Manvers in the City of Kawartha Lakes, the Town of Cobourg, the Municipality of Port Hope, and the geographic Townships of Hope, Hamilton, Haldimand and Alnwick in the County of Northumberland, the County of Simcoe and the District Municipality of Muskoka.

The work covered by this accreditation certificate includes all concrete and drain work, in all sectors of the construction industry save and except for the industrial, commercial and institutional sector in the interior of any building, regardless of the size of the site; and in respect of new single family residential subdivision sites, consisting of detached or semi-detached houses and which are not townhouses or residential high-rises (condominiums or rentals), from the individual lot property line to the interior of the house.

The bargaining unit excludes employers bound by and performing work under any of the following collective agreements in accordance with past or existing practices as at the date hereof:

- a. Collective Agreement between the Toronto Area Road Builders' Association and a Council of Trade Unions acting as the representative and agent of Teamsters, Local 230 and Local 183;
- b. Collective Agreement between the Residential Low Rise Forming Contractors' Association of Metropolitan Toronto and Vicinity and Local 183;

- c. Collective Agreement between certain Landscaping Contractors and Local 183 for Board Areas 8 and 18;
- d. Collective Agreement between the Building Restorations and Associated Work Contractors and Local 183;
- e. Collective Agreement between the Masonry Contractors' Association of Toronto Inc. and Masonry Council of Unions, Toronto and Vicinity;
- f. Collective Agreement between various Plumbing Contractors and Local 183;
- g. Provincial Civil Engineering Collective Agreement being a Collective Agreement between various civil contractors and the LiUNA, Ontario Provincial District Council;
- h. Collective Agreement between The Ontario Allied Construction Trades Council and the Electrical Power Systems Construction Association;
- i. Collective Agreement between the Ontario Precast Manufacturers Association and the LiUNA, Ontario Provincial District Council;
- j. Collective Agreement between the Heavy Construction Association of Toronto and Local 183;
- k. Labourers' Mainline Pipeline Agreement for Canada between the Pipe Line Contractors Association of Canada and Local 183;
- l. Labourers' Distribution Pipeline Agreement for Canada between the Pipe Line Contractors Association of Canada and Local 183;

- m. Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario;
- n. Collective Agreement between the Metropolitan Toronto Apartment Builders' Association and Local 183;
- o. Collective Agreement between the Toronto Residential Construction Labour Bureau and Local 183;
- p. Collective Agreement between the Residential Framing Contractors Association of Metropolitan Toronto and Vicinity and Local 183;
- q. Collective Agreement between the Utility Contractors Association of Ontario and LiUNA, Ontario Provincial District and its affiliated Local Unions; and
- r. Collective Agreement between the Greater Toronto Sewer and Watermain Contractors Association and a Council of Trade Unions acting as the representative and agent of Local 183 and the Teamsters, Local 230.

22. As there is no longer any requirement to compile a Schedule "F" in this application, the Board wishes to stipulate that the issuance of the accreditation certificate herein does not prejudice or adversely affect, in any way, the responding party's bargaining rights with respect to employers who were not listed on Schedule "E", for whatever reason.

23. A certificate of accreditation shall issue.

"Jack J. Slaughter"

for the Board



ONTARIO LABOUR RELATIONS BOARD

OLRB Case No: 1239-21-R

Ontario Concrete and Drain Contractors Association, Applicant v Labourers' International Union of North America, Local 183, Responding Party

ACCREDITATION CERTIFICATE

The Board accredits:

Ontario Concrete and Drain Contractors Association

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

all employers of employees engaged in concrete and drain work for whom the Labourers' International Union of North America, Local 183 holds bargaining rights, performing the work identified in the following paragraph in the City of Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and that portion of the Town of Milton within the geographic Townships of Esquesing and Trafalgar, and the Town of Ajax and the City of Pickering in the Regional Municipality of Durham, the Regional Municipality of Durham (except for the Town of Ajax and the City of Pickering), the geographic Township of Cavan in the County of Peterborough and the geographic Township of Manvers in the City of Kawartha Lakes, the Town of Cobourg, the Municipality of Port Hope, and the geographic Townships of Hope, Hamilton, Haldimand and Alnwick in the County of Northumberland, the County of Simcoe and the District Municipality of Muskoka.

The work covered by this accreditation certificate includes all concrete and drain work, in all sectors of the construction industry save and except for the industrial, commercial and institutional sector in the interior of any building, regardless of the size of the site; and in respect of new single family residential subdivision sites, consisting of detached or semi-detached houses and which are not townhouses or residential high-rises (condominiums or rentals), from the individual lot property line to the interior of the house.

The bargaining unit excludes employers bound by and performing work under any of the following collective agreements in accordance with past or existing practices as at the date hereof:

- a. Collective Agreement between the Toronto Area Road Builders' Association and a Council of Trade Unions acting as the representative and agent of Teamsters, Local 230 and Local 183;
- b. Collective Agreement between the Residential Low Rise Forming Contractors' Association of Metropolitan Toronto and Vicinity and Local 183;
- c. Collective Agreement between certain Landscaping Contractors and Local 183 for Board Areas 8 and 18;
- d. Collective Agreement between the Building Restorations and Associated Work Contractors and Local 183;

- e. Collective Agreement between the Masonry Contractors' Association of Toronto Inc. and Masonry Council of Unions, Toronto and Vicinity;
- f. Collective Agreement between various Plumbing Contractors and Local 183;
- g. Provincial Civil Engineering Collective Agreement being a Collective Agreement between various civil contractors and the LiUNA, Ontario Provincial District Council;
- h. Collective Agreement between The Ontario Allied Construction Trades Council and the Electrical Power Systems Construction Association;
- i. Collective Agreement between the Ontario Precast Manufacturers Association and the LiUNA, Ontario Provincial District Council;
- j. Collective Agreement between the Heavy Construction Association of Toronto and Local 183;
- k. Labourers' Mainline Pipeline Agreement for Canada between the Pipe Line Contractors Association of Canada and Local 183;
- l. Labourers' Distribution Pipeline Agreement for Canada between the Pipe Line Contractors Association of Canada and Local 183;
- m. Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario;
- n. Collective Agreement between the Metropolitan Toronto Apartment Builders' Association and Local 183;
- o. Collective Agreement between the Toronto Residential Construction Labour Bureau and Local 183;
- p. Collective Agreement between the Residential Framing Contractors Association of Metropolitan Toronto and Vicinity and Local 183;
- q. Collective Agreement between the Utility Contractors Association of Ontario and LiUNA, Ontario Provincial District and its affiliated Local Unions; and
- r. Collective Agreement between the Greater Toronto Sewer and Watermain Contractors Association and a Council of Trade Unions acting as the representative and agent of Local 183 and the Teamsters, Local 230.

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

ACU Contracting
 Basecrete Inc.
 Best Concrete & Drains Inc.
 Cadetta Drain Company Inc.
 Columbia Drain & Concrete Contractors Ltd.
 Concord Concrete & Drain Ltd.
 Dolente Concrete & Drain Company Ltd.
 Dranco Construction Ltd.
 Jentry Construction Ltd.
 Marlisi Construction Ltd.
 Premconcrete Inc.
 Roy-Val Construction Ltd.

San-Jac Concrete & Drains Ltd.
The King-Con Corporation
Toronto Concrete & Drain Limited
Urban Utilities Contractors Inc.
Westcon R.M. Construction Limited
Windmill Group Corporation
Zicardo Construction Ltd.

and such other employers for whose employees the Responding Party may, after October 04, 2021 obtain bargaining rights in the geographic areas and sectors set out in the above unit of employers described herein.

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

DATED: March 7, 2022



ONTARIO LABOUR RELATIONS BOARD

Catherine Gilbert

Registrar

COLLECTIVE AGREEMENT

BETWEEN:

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183**

-AND-

**ONTARIO CONCRETE & DRAIN CONTRACTORS'
ASSOCIATION**

-AND-

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 793**

MAY 1, 2025 – APRIL 30, 2028

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THE CONCRETE & DRAIN COLLECTIVE AGREEMENT

THIS AGREEMENT made and entered into this 1st day of May, 2025.

BETWEEN:

ONTARIO CONCRETE & DRAIN CONTRACTORS' ASSOCIATION
hereinafter called the "Employer"

OF THE FIRST PART

- and -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183**
hereinafter referred to as the "Union" or "Local 183"
as the case may be

OF THE SECOND PART

- and -

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793
hereinafter referred to as the "Union" or "Local 793"
as the case may be

OF THE THIRD PART

WHEREAS the Ontario Concrete and Drain Contractors' Association, acting on behalf of its members, and each of the Unions wish to make a common collective agreement with respect to certain employees of the members of the said Association engaged in concrete and drain work and all work incidental thereto, and/or otherwise covered by this Collective Agreement and to provide for and ensure uniform interpretation and application in the administration of the Collective Agreement;

AND WHEREAS in order to ensure uniform interpretation and application, the Unions wish to negotiate and to administer the said Agreement collectively for a period of not less than ten (10) years, which ten (10) year period shall run from May 1st, 1983 to April 30th, 1993;

AND WHEREAS the said Association recognizes the Unions and agrees to deal with them collectively in negotiating and administering a common collective agreement;

AND WHEREAS the Unions recognize the formation by the companies of the Association and agree to deal with the Association as the agent of the companies who are members thereof in negotiating and administering a common collective agreement and agree not to negotiate with any of the said companies on an individual basis in the areas covered by this Collective Agreement;

AND WHEREAS the Union recognizes the Association and agrees to deal with them collectively in negotiating and administering a common collective agreement and agrees not to negotiate separately with any employer on an individual basis in the areas covered by this Collective Agreement.

NOW THEREFORE, it is agreed as follows:

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employers and their employees and to provide a means for prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all construction employees in the employ of the Employer covered by this Collective Agreement.

ARTICLE 2 - RECOGNITION

2.01 (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all construction employees of the Employer employed in concrete and drain work while working in and out of:

- i. Applicable to the Labourers' International Union of North America, Local 183: Ontario Labour Relations Board Geographic Area Numbers 7, 8, 9, 10, 11, 12 18, 27 and 29, save and except non-working foremen and persons above the rank of non-working foreman.

ii. Applicable to the International Union of Operating Engineers, Local 793: Ontario Labour Relations Board Geographic Area Numbers 8, 9, 10, and 18, save and except non-working foremen and persons above the rank of non-working foreman.

(b) “Concrete and Drain Work” shall mean, and the specific terms and conditions set out in this Collective Agreement shall apply to:

(i) all drainage, sewer and watermain sector work and all work incidental thereto, irrespective of the end use of the project; and,

(ii) all concrete work lawfully included in this Collective Agreement, inclusive of, but not limited to concrete placement, finishing and formwork, placement and spreading of granular underlay, and all work incidental thereto, including, where applicable such work in accordance with Article 12.04 hereof.

(c) **For Local 183 Only:** The regular hourly wage rate for employees who are hired in, and who are resident in, Ontario Labour Relations Board Geographic Area Numbers 7, 10, 11, 18, and 27 shall be 13% less than those contained in Schedule “B” Article 5.01 a) i). The regular hourly wage rate for employees who are hired in, and who are resident in, Ontario Labour Relations Board Geographic Area Numbers 12 and 29 shall be 16% less than those contained in Schedule “B” 5.01 a) i). All contributions to Pension, Health and Welfare, Training, etc. shall be the same as set out in Schedule B Article 5.01 a) i). This Article 2.01(c) applies to such employees only while working in Ontario Labour Relations Board Areas 7, 10, 11, 12, 18, 27 and 29.

(d) **For Local 793 Only:** Employees hired directly at a job site in Ontario Labour Relations Board Geographic Area Number 18 and who are residents in Ontario Labour Relations Board Geographic Area Number 18 may be paid three dollars (\$3.00) less than the rates contained in Schedule “B”. Contributions to Pension, Health and Welfare and Training funds will be made on behalf of employees hired under this clause only after such employees have completed thirty (30) consecutive days of work. This provision applies only for work performed in Ontario Labour Relations Board Geographic Area Number 18.

Employees hired directly at a job site in Ontario Labour Relations Board Geographic Area Number 10 and who are residents in Ontario Labour Relations Board Geographic Area Number 10 may be paid 13% less than the rates contained in Schedule "B". Contributions to Pension, Health and Welfare and Training funds will be made on behalf of employees hired under this clause only after such employees have completed thirty (30) consecutive days of work. This provision applies only for work performed in Ontario Labour Relations Board Geographic Area Number 10.

(e) When an employee works in an OLRB Geographic Area in which he does not regularly work, all terms and conditions set out in this Collective Agreement will be maintained and the employee will continue to receive the wage rate, hours of work and fringe benefits, as provide for in this Collective Agreement and that are applicable in the OLRB Area in which they normally work, unless the employees are working in a Geographic Area where this Collective Agreement provides terms and conditions which are more beneficial for the employee, in which case the more beneficial terms and conditions shall apply.

2.02 If and when the Employer, or any shareholder(s) holding a major equity of control therein, shall perform or shall cause to be performed any work covered by this Agreement under its own name or under the name of another as a person, corporation, company, partnership, enterprise, associate, combination or joint venture, provided the Employer has a majority position this Agreement shall be applicable to all such work performed under the name of the Employer or the name of any other person, corporation, company, partnership, enterprise, associate, combination or joint venture.

2.03 The Union recognizes the Association as the exclusive bargaining agent for all employers engaged in concrete and drain work in the geographic areas covered by its accreditation certificate, as well as any other contractors who voluntarily become members of the Association in any area covered by this Collective Agreement.

2.04 Attached hereto as Schedule A is a list of contractors bound to the Collective Agreement as of the date of renewal.

2.05 The Union will not enter into any collective agreement for concrete and drain work in the geographic areas covered by this Collective Agreement, which is different from this Collective

Agreement, save that the geographic scope may reflect the extent of the Union's bargaining rights.

ARTICLE 3 - UNION SECURITY

3.01 The Employer agrees to hire employees who, as a condition of employment, are members of one of the Unions who are party to this Agreement, either Local 183 or Local 793 as follows:

- (a)** Employees within the following classifications shall be members of Local 183:
Labourer, Pipelayer, Cement Finisher, Carpenter/Formsetter, Combination Skilled Worker, Working Foreman, Drivers of Trucks under 10,000 lbs. G.V.W. and Drivers of Trucks of 10,000 lbs. G.V.W. and over, including Dumpcrete and Stoneslinger; and
- (b)** Employees within the following classifications shall be members of Local 793:

 - (i)** Operators of Backhoes and Front-End Loaders (under 1 cubic yard), Farm and Industrial Type Tractors with Excavating Attachments, Compaction Equipment and Bulldozers (under D-4).
 - (ii)** Operators of Shovels, Backhoes, Pitmans, and Front-End Loaders (1 cubic yard and over), Bulldozers (D-4 or equivalent and over).

Employees shall be required to maintain membership in the applicable Union while working within the bargaining unit for the duration of this Agreement. Such members shall obtain a referral slip from the applicable Union, party to this agreement, and present it to the Employer before commencing work.

3.02 Should the Employer be unable to hire employees who are members of one (1) of the Unions who are party to this Collective Agreement as applicable, then the Employer shall give twenty-four (24) hours notice to either Local 183 or Local 793, as appropriate, to provide at the Employer's shop or job site, the required number of qualified employees in concrete and drain construction.

It is understood that if either Local 183 or Local 793, as appropriate, are unable to provide the required qualified men within twenty-four (24) hours, the Employer is free to hire any person available outside the Union. However, the Employer must advise the Union in writing (by fax or email) of the names and the start date of such employees prior to those persons starting work. The parties agree that the Employer will be entitled to continue to employ such persons provided that they join the Union within seven (7) working days and obtain a referral slip from the Union.

3.03 The Employer shall not hire, and the Union shall not issue, a referral slip for any employee who does not have up to date WHMIS, OHSA, or Working at Heights certificates, all of which shall be obtained on the Worker's own time. Current Employees who are not legislatively up to date will obtain these certificates by no later than December 31st, 2022.

3.04 If a person works for the Employer without obtaining and presenting the required referral slip, the Employer shall pay to the Union, as liquidated damages, a sum equal to the net wages paid to such employee prior to his obtaining and presenting the required referral slip.

3.05 Union Dues and Working Dues

Each employee shall, when working in a position within the bargaining unit described in Article 2 above, be required as condition of employment to have his regular monthly union dues and any required working dues checked off and the Union agrees to duly inform the Employer of the amounts of such union dues and working dues and any changes in the amounts. The Employer agrees to make such deductions from the first pay issued to the employees each calendar month and remit the same to the Union not later than the fifteenth (15th) day of the same month to the Secretary-Treasurer of the Union.

The Employer shall, when remitting such dues, name the employees and their Social Insurance Numbers from whose pay such deductions have been made.

3.06 Lay-Off Procedure for Local 793

In the event of lay-off of employees covered by this Agreement, the Employer shall abide by the following procedure:

- (a) First laid-off shall be applicants for membership in the Union;
- (b) Second laid-off shall be members of the Union from out-of-province working on permits or travel cards;
- (c) Third laid-off shall be members of the Union who are in receipt of a retirement pension from the I.U.O.E., Local 793 Pension Plan; and
- (d) Last laid-off shall be all other members of Local 793.

3.07 Demotion

The Employer will provide an employee with notice in writing and a copy to the Union, in the event the employee is demoted and receives a lower wage rate.

ARTICLE 4 - BREACH OF COLLECTIVE AGREEMENT BY EMPLOYER

4.01 In the event that the Employer repeatedly fails or refuses to pay any wages to or employee benefit contributions on behalf of any of his employees in the amount(s) and within the time(s) required by this Collective Agreement, the employees may refuse to work and shall have the right to picket at any of the projects where the Employer is engaged and the Employer agrees that such refusal to work or such picketing shall not constitute an unlawful strike or unlawful picketing, as the case may be, within the provisions of the Ontario *Labour Relations Act* or this Collective Agreement and the Employer agrees not to bring any proceedings of any kind or nature whatsoever against any person or the Union for such conduct.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union agrees that it is the function of the Employer:

- (a) To conduct its business in all respects in accordance with its commitments and responsibilities, including the right to

manage the jobs, locate, extend, curtail or cease operations, to determine the number of 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 a person that he has been discharged, laid off, suspended or otherwise disciplined without reasonable cause shall be subject to the provisions of the Grievance Procedure herein;

(c) To make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees;

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

ARTICLE 6 - GRIEVANCE PROCEDURE

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

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

Step 1: Within ten (10) working days after the circumstances giving rise to the grievance occurred or originated (save and except grievances arising out of discharge cases in which case the grievance shall be brought forward within five (5) days of the employee being notified of his discharge), the aggrieved employee with his business representative may present his grievance, which shall be reduced to writing, to the Employer. Should no settlement satisfactory to the employee be reached within five (5) full working days, and if this grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be submitted to arbitration as provided in Article 6 above any time within ten (10) working days thereafter but not later.

6.03 Grievances dealing with alleged violations of payment for hours of work, rates of pay, overtime, premiums, travelling expenses, room and board allowances, reporting allowances, but not including grievances arising out of classification assignment, may be brought forward at Step No. 1 within three (3) months after the circumstances giving rise to the grievance occurred or originated. Grievances dealing with payment of Pension contributions, Welfare contributions, Vacation with Pay, Industry Fund, Training contributions and dues, may be brought forward at Step 1 within forty-five (45) days after the circumstances giving rise to the grievance became known or ought reasonably to have become known to the Union. It is further understood that the adjustment of any such grievance may be retroactive to the first (1st) day of the alleged violation within the three (3) month period.

6.04 The written grievance shall contain a statement of the nature of the grievance, the remedy sought and the section or section of the Agreement which are alleged to have been violated and may not be subject to change at a later date.

6.05 In determining the time which is allowed, Sundays and Statutory Holidays shall be excluded; however, any time limit may be extended by agreement in writing.

6.06 If advantage of the provisions of this Article and Article 7 is not taken within the time limits specified, or as extended in writing as set out above, the grievance shall be deemed to have been abandoned and may not be re-opened.

6.07 For the purpose of the time limits in this Article, any grievance or response received after 4:00 p.m., will be deemed to have been received the next business day.

ARTICLE 7 - ARBITRATION

7.01 The parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article 6 above and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.

7.02 The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third (3rd) person to act as Chairman chosen by the other two (2) members of the Board.

7.03 Within five (5) working days of the request of either party for the Board of Arbitration, each party shall notify the other of the name of its appointee.

7.04 Should the person chosen by the Employer to act on the Board and person chosen by the Union fail to agree on a third (3rd) member as Chairman within five (5) days of the notification mentioned in 7.03 above, the Office of Arbitration will be asked to appoint a Chairman.

7.05 The decisions of the Board of Arbitration or a majority of such Board constituted in the above manner, or if there is no majority, the decision of the Chairman, shall be binding upon the employee, the Union and the Employer.

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

7.07 Each of the parties to this Agreement will bear the expense of the Arbitrator appointed by it and the parties will jointly bear the expense, if any, of the Chairman.

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

7.09 In addition to the above noted procedures, a grievance arising out of any provision of this Collective Agreement may be referred to the expedited arbitration procedures established by the Local 183 Expedited Enforcement System, attached hereto as Appendix "C". It is further agreed that the terms and provisions of the Local 183 Expedited Enforcement System form part of this Collective Agreement and the terms and conditions of the Local 183 Expedited Enforcement System, along with any other part of this Collective Agreement, may be

interpreted and applied by an arbitrator or board of arbitration with jurisdiction arising out of this Collective Agreement, the Local 183 Expedited Enforcement System, or the Ontario *Labour Relations Act*.

7.10 Notwithstanding Article 7.09 above, a discipline and/or discharge grievance may only be referred to arbitration under the Local 183 Expedited Enforcement System if the Employer so agrees in writing.

ARTICLE 8 - MANAGEMENT GRIEVANCES AND UNION GRIEVANCES

8.01 It is understood that any Employer may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance of an employee. Such grievance shall be processed in the same manner thus arising under Article 6 – Grievance Procedure.

8.02 A Union policy grievance, which is defined as an alleged violation of this Agreement involving all or a number of employees in the bargaining unit, in regard to which a number of employees have signified an intention to grieve or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward in writing in the same manner and within the same time limits as in the case of an employee grievance. Such grievance shall be processed at Step No. 1 of the Grievance Procedure as set out in Article 6 hereof. If it is not settled, it may go to a Board of Arbitration in the same manner as a grievance of an employee.

ARTICLE 9 - STRIKES AND LOCKOUTS AND THE RIGHT TO HONOUR LAWFUL PICKET LINES

9.01 For Local 793 Only: The Union agrees that there will be no strike, slowdown or picketing which will interfere with the regular schedule of work, and the Employer agrees that it will not cause a lockout during the lifetime of this Agreement.

9.02 The Employer agrees that any employee may individually decide to refuse to cross a picket line which has been placed on any project where the employee is or has been assigned work. The Employer agrees that such individual decisions made by the employees concerned shall not constitute an unlawful strike under the provision of the Ontario *Labour Relations Act* or this Collective Agreement and the Employer agrees not to bring any proceedings of any kind or nature whatsoever against any person or the Union for such conduct. In the event that employees do individually decide to refuse to cross a picket

line, then they will be assigned to such other work on such other projects as is available or be deemed to be on temporary lay off until either the picket line is removed or the employees decide that they will no longer refuse to cross the picket line. This article shall only apply to such picket lines established by the Union against any employer which continues to perform work on a particular project(s) where the picket line has been established.

ARTICLE 10 - STATUTORY HOLIDAYS, VACATION ALLOWANCE, HOURS OF WORK, WAGE RATES, ETC.

10.01 Attached hereto as Schedule "B" to this Agreement is a schedule covering Statutory Holidays, Vacation Allowances, Hours of Work, Wages Rates and other conditions of employment, which is hereby made a part of this Agreement.

10.02 Both parties agree to adhere to the wage rates contained in the Collective Agreement for persons classified as Labourers, Pipelayers, Cement Finishers, Carpenters/ Formsetters, Combination Skilled Workers, Truck Drivers and Operating Engineers.

In the event that an Employer finds it necessary to increase a rate or rates for an individual and/or a classification over and above those provided in the Collective Agreement during the term of this Agreement, the Employer will notify the Association and the Unions of such intention. The respective Representatives of both parties shall meet with such Employer or Employers and resolve the issue of wages. Any such agreement will be reduced to writing.

If an Employer implements such increases prior to any agreement with the Union, the employer shall pay the Union, as liquidated damages, a sum equal to such increases paid prior to any agreement with the Union.

ARTICLE 11 - UNION REPRESENTATION

11.01 The Representative of the Union will have access to assembly points or jobs where members of the Union are employed, but in no case shall such visits interfere with the progress of the work or with the departure time of employees. When visiting the job such Representatives will first advise the Job Supervisor or his designated Representative. Where clearance is required from the owner, it is the responsibility of the Union to obtain such clearance. The Union will give

assistance as is required of it by the Employer to secure competent and qualified employees.

11.02 The Employer agrees to recognize such reasonable number of Stewards as may be appointed from time to time, but shall not be obliged to recognize such Stewards until the Job Superintendent, or the Foreman of the job if there is no Job Superintendent, has been informed by the Business Representative of the appointment; such appointment shall be confirmed by the Union in writing to the Employer within seven (7) working days thereafter. The Steward shall be one (1) of the last two (2) men to be retained by the Company, provided he is capable of performing the remaining work. Working Foremen shall be excluded from this count.

11.03 The Steward will not be excluded from overtime work on his crew, provided he is capable of doing the work required.

11.04 Subject to the rights of Union or Shop Stewards in the case of layoffs as provided for in this Collective Agreement, a Health and Safety Representative and/or a member of a Joint Health and Safety Committee shall be one (1) of the last five (5) employees retained on any job provided that he is competent and capable of performing the remaining work on the job and provided that the Employer is required by legislation or regulation to appoint a Safety Representative on site.

ARTICLE 12 - PRODUCTIVITY

12.01 The Union and the Employer recognize the mutual value of improving by all proper and reasonable means, the productivity of the individual workman and both will undertake individually and jointly to promote such increased productivity.

12.02 During the lifetime of this Agreement, the Union agrees that there will be no illegal strike, slowdown, or picketing and the Employer agrees that it will not cause a lockout.

12.03 Subject to Article 9.01 the Union shall not involve the Employer in any dispute which may arise between the Union and any other company and the employees of such other company. The Union further agrees that it will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional purpose.

12.04 In addition to the specific recognition set out and extended in Article 2, the Employer, as a term and condition of this Collective

Agreement, specifically recognizes the Council and/or Local 793 and/or Local 183 (whichever the case may be) as the exclusive bargaining agent for all construction employees performing work falling within the scope of the collective agreements which are set out below and which are binding upon the Council, Local 793 and/or Local 183 (as the case may be) and the Employer agrees that should it perform work falling within the scope of any of the below-listed agreements then the Employer shall abide by, and perform such work in accordance with, the terms and conditions of the applicable agreements including, but without limiting the generality of the foregoing to, any terms and conditions thereof with respect to contracting or sub-contracting restriction.

The listed agreements are as follows:

For Local 183

- (a) **The “Roads Agreement”** being a collective agreement between the Toronto and Area Road Builders’ Association and a Council of Trade Unions acting as the representative and agent of Teamsters Local 230 and Local 183;
- (b) **The “Sewer and Watermain Agreement”** being a collective agreement between the Greater Toronto Sewer and Watermain Contractors’ Association and a Council of Trade Unions acting as a representative and agent of Teamsters Local 230 and Local 183;
- (c) **The “Heavy Engineering Agreement”** being a collective agreement between the Heavy Construction Association of Toronto and Local 183;
- (d) **The “Forming Agreement”** being a collective agreement between the Ontario Formwork Association and the Formwork Council of Ontario;
- (e) **The “Apartment Builders Agreement”** being a collective agreement between the Metropolitan Toronto Apartment Builders’ Association and Local 183;
- (f) **The “Utilities Agreement”** being a collective agreement between the Utility Contractors’ Association of Ontario and the Labourers’ International Union of North America, Ontario Provincial District Council and its affiliated Local Unions and the International Union of Operating Engineers;

- (g) **The “House Basements Agreement”** being a collective agreement between the Residential Low-Rise Forming Contractors’ Association of Metropolitan Toronto and Vicinity and Local 183;
- (h) **The “House Board Area 8 Builders Agreement”** being a collective agreement between the Toronto Residential Construction Labour Bureau and Local 183;
- (i) **The “Residential Housing Carpentry/Framing Agreement”** being a collective agreement between the Residential Framing Contractors’ Association of Metropolitan Toronto and Vicinity Inc. and Local 183;
- (j) **The “Agreement covering Building Restoration and Associated Work”** being a collective agreement between a group of contractors and Local 183;
- (k) **The “Landscaping Agreement”** being a collective agreement between various landscaping contractors in Ontario and Local 183;
- (l) **The Marble, Tile, Terrazzo & Cement Masons Agreement”** being a collective agreement between the Residential Tile Contractors’ Association and Local 183;
- (m) **The “Bricklaying and Masonry Residential Sector Agreement”** being a collective agreement between the Masonry Contractors’ Association of Toronto Inc. and the Masonry Council of Unions Toronto and Vicinity which forms part of Local 183;
- (n) **The “Residential Plumbing Agreement”** being a collective agreement between various independent plumbing contractors and Local 183;
- (o) **The “Residential High Rise Trim Collective Agreement”** being a collective agreement between Local 183 and the Residential Carpentry Contractors’ Association of Greater Toronto;
- (p) **The “Residential Low Rise Trim Collective Agreement”** being a collective agreement between various independent low rise trim contractors and Local 183.

For Local 793

- (a) The "**Roads Agreement**" being a collective agreement between Toronto and Area Road Builders' Association and a Council of Trade Unions acting as the representative and agent of Local 793;
- (b) The "**Sewer and Watermain Agreement**" being a collective agreement between the Greater Toronto Sewer and Watermain Contractors' Association and a Council of Trade Unions acting as a representative and agent of Local 793;
- (c) The "**Utilities Agreement**" being a collective agreement between the Utility Contractors' Association of Ontario and the Laborers' International Union of North America, Ontario Provincial District Council and its affiliated Local Unions and the International Union of Operating Engineers;

12.05 Each Employer shall provide the Union with a notice, included as Schedule "D", for each project the Employer is working on as of thirty (30) days after the date of ratification and on each October 1st and May 1st thereafter.

12.06 If an employee is unable to report to work, he/she will endeavour to notify the employer prior to 6:00 a.m. of the working day in question.

ARTICLE 13 - SAFETY, SANITATION AND SHELTER

13.01 The Employer shall supply safety helmets to the employees at no cost to the employee. If any employee at the termination of employment does not return said helmet, he shall be charged at cost which can be deducted from his last pay cheque. If the helmet is returned and has been made unwearable through wilful neglect and abuse, the employee shall be charged for the full replacement value.

For Local 793 Only:

13.01 b) The Employer shall supply safety HARDHATS to the employees at no cost to the employee. If any employee at the termination of employment does not return said HARDHAT, he shall be charged at cost which can be deducted from his last pay cheque. If the HARDHAT is

returned and has been made unwearable through willful neglect and abuse, the employee shall be charged for the full replacement value.

13.02 It is further agreed that drinking water and individual cups will be provided for employees on all jobs to be used during their breaks and at other times at the Employer's discretion. Where all or some of these are not available, as well as washing water, soap and / or hand sanitizer, the employer will confer with the constructor with the objective of resolving the problem.

For Local 793 Only:

13.02 b) It is further agreed that drinking water and individual cups will be provided for the employees on all jobs to be used during their breaks and at other times at the Employer's discretion. WHERE ALL OR SOME OF THESE ARE NOT AVAILABLE, AS WELL AS WASHING WATER, SOAP AND / OR HAND SANITIZER, THE EMPLOYER WILL CONFER WITH THE CONSTRUCTOR WITH THE OBJECTIVE OF RESOLVING THE PROBLEM.

13.03 No employee will be discharged by his Employer because he fails to work in unsafe conditions, as set out in Government Safety Regulations. Any refusal by an employee to abide by such regulations after being duly warned, will be sufficient cause for dismissal.

13.04 When employees are required to perform their duties in wet weather, the Employer agrees to supply suitable rain coats/jackets and safety vests or reflective shirts. For clarity, and without limitation, gloves and rubber boots are the employee's obligation. Any protective equipment which the Employer does purchase will be returned to the foreman when the assigned duties are completed. In the event that an employee does not return the protective equipment supplied by the Employer, the employee may be charged for same at cost. These charges may be deducted from his next pay, provided that the employee has been notified in writing by his employer.

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

13.06 An employee who is injured during working hours in a compensable accident as defined by the Workplace Safety and Insurance Board and is required to leave for treatment or is sent home because of such injury, shall receive payment for the remainder of the shift at his regular rate of pay.

13.07 No employee under this Agreement will be asked or required to:

- (a) install temporary stairs.
- (b) enter a basement foundation that has a subfloor unless temporary stairs are provided,
- (c) alter, change, adjust or reinstall roof porch supports, or
- (d) engage in the forming and pouring of second floor door sills that are higher than 1.2 metres above grade.

13.08 The trucks to be used to transport employees will be covered and tools will be secured in tool boxes. No materials will be carried in the trucks in a manner endangering the safety of the employees being transported. Such trucks will be equipped with approved first aid kits.

13.09 The Employer agrees, where necessary, to provide the following safety equipment free of cost to the employees: safety harnesses, goggles, masks and ear protection.

13.10 All Employees must bring their own hand tools, consisting of a hammer, a pouch and measuring tape.

13.11 Every employee, working within the jurisdiction of Local 183, as covered by this Collective Agreement, shall, as a condition of employment, be required to obtain and maintain current all health and safety certificates and training mandated by the *Occupational Health and Safety Act* for the type of work performed or as mutually agreed to by Local 183 and the Association and provided by the Life Long Learning Centre.

13.12 Except in emergencies, employees are prohibited from using mobile telephones for personal use, earphones and headphones during working hours, except on authorized breaks where the operation or use of such equipment would pose no safety hazard to the employee or others.

[For Local 793 Only]

13.13 The parties, **Local 793 & OCDCA**, jointly acknowledge the importance of health and safety on job sites, which includes that all employees report to work fit for duty and in a position to perform their duties properly and free of impairment for any reason including from drugs and alcohol, for the duration of the entire shift. The Employers and the Union express their joint determination to deal cooperatively and constructively with the problem of substance abuse and misuse having regard to human rights considerations and employer safety concerns.

[For Local 793 Only]

13.14 No employee under the influence of, or possessing, intoxicating liquor, drugs or a narcotic substance shall enter a job site. An employee required to use a drug for medical purposes and who is able to perform work must produce written medical proof prior to performing any such work.

ARTICLE 14 - COFFEE AND LUNCH BREAKS

14.01 Employees will be allowed one (1) coffee break of ten (10) minutes in each half of the working shift.

14.02 All employees shall be provided one-half (1/2) hour unpaid lunch break. The regular lunch break shall be taken between 11:30 a.m. and 1:00 p.m. Employees engaged in cement finishing work shall take their lunch break at a time least disruptive to the Employer's operations. It is understood that, in accordance with the *Employment Standards Act*, no employee shall be required to work more than five (5) consecutive hours without a lunch break.

ARTICLE 15 - GOVERNMENT LEGISLATION

15.01 In the event that any of the provisions of this Collective Agreement or any other collective agreement set out in the cross-over clause, Article 12.04 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 16 - WELFARE, LONG TERM CARE, RETIREE'S BENEFITS,
PENSION AND CECOF FOR MEMBERS OF LOCAL 183**

16.01 (a) Welfare: The Employer agrees to pay the following amounts for each hour earned into the Local 183 Members' Benefit Fund, jointly administered by an equal number of Employer and Union Trustees, for the purpose of purchasing weekly indemnity, life insurance, major medical, dental care, or similar benefits for the employees covered by this Agreement, represented by Local 183, as set out below:

Effective May 4, 2025 - four dollars and twenty cents (\$4.20) per hour

Effective May 3, 2026 – four dollars and thirty-five cents (\$4.35)

Effective May 2, 2027 – four dollars and fifty cents (\$4.50)

(b) Long Term Care: The Employer agrees to pay sixty cents (\$0.60) based on all hours earned, into the Local 183 Members' Benefit Fund for the purpose of purchasing benefits for Long Term Care.

(c) Retiree's Benefits: Effective upon May 4, 2025 the Employer agrees to pay one dollar and forty cents (\$1.40) per hour based on all hours earned, into the Labourer's Local 183 Retiree Benefit Trust Fund for the purposes of purchasing benefits for retirees. Effective May 3, 2026 the Employer agrees to pay one dollar and fifty cents (\$1.50) per hour based on all hours earned into said fund. Effective May 2, 2027, the Employer agrees to pay one dollar and sixty cents (\$1.60) per hour based on all hours earned into said fund.

16.02 (a) Pension: The Employer shall pay on behalf of each employee, into the Labourers' Pension Fund of Central and Eastern Canada, on the following basis:

Effective May 4, 2025 Upon Ratification - ten dollars and fifteen cents (\$10.15) per hour

Effective May 3, 2026 – ten dollars and fifty-five cents (\$10.55) per hour

Effective May 2, 2027 – eleven dollars and fifteen cents (\$11.15) per hour

If the Labourers Pension Fund of Central and Eastern Canada is unable to accept the contributions, including for employees over the age of 71 or working while also receiving a pension, then the Employer shall pay an equivalent amount into a non-pension fund as designated by Local 183 and/or the Pension Fund Administrator. The Union will indemnify the Employer for any tax, withholdings or other liabilities related to any payments under this Article.

(b) Labourers' Central and Eastern Canada Organizing Fund (CECOF): The Employer agrees to contribute the following amounts for each hour worked to CECOF, on the following basis:

Effective May 4, 2025 - the Employer shall pay twenty-five cents (\$0.25) for each hour worked; and

Effective May 3, 2026 - the Employer shall pay twenty-five cents (\$0.25) for each hour worked;

Effective May 2, 2027 - the Employer shall pay twenty-five cents (\$0.25) for each hour worked.

(c) OPDC

Effective May 4, 2025 – the Employer shall deduct from employees pay cheques fifteen cents (\$0.15) for each hour worked;

Effective May 3, 2026 – the Employer shall deduct from employees pay cheques fifteen cents (\$0.15) for each hour worked;

Effective May 2, 2027 – the Employer shall deduct from employees pay cheques fifteen cents (\$0.15) for each hour worked.

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

16.03 The Employer and Local 183 acknowledge that they are familiar with the contents of the Agreements and Declarations of trust establishing the said Local 183 Members' Benefit Fund and the Labourers' Pension Fund of Central and Eastern Canada, and they agree to be bound by the terms and conditions of the said Agreements and Declarations as if original parties thereto and as if the same formed part of this Collective Agreement. In the event any of the terms and conditions of the said Agreements and Declarations are in any way altered, added to or amended, then the parties to this Collective Agreement shall be bound by the same as if original parties thereto and as if the same formed part of this Collective Agreement. The parties hereto agree to execute any and all documentation that may be necessary to facilitate the appointment of one (1) trustee on behalf of the Association to the said Local 183 Members' Benefit Fund.

16.04 The Employer agrees to remit Welfare contributions, Vacation Pay, Training, Prepaid Legal, Long Term Care, Retiree's Benefits and Industry Fund on one (1) monthly cheque, to the L.I.U.N.A. Local 183 Trust Administration (Clearing); the sole purpose of which shall be to collect and disburse all contributions and remittances on behalf of L.I.U.N.A. Local 183 Welfare Fund, Vacation Pay Fund, Training Fund, Prepaid Legal Plan Fund and the Employers' Industry Fund.

All of the above remittances shall be sent no later than the fifteenth (15th) day following the end of the month for which the payment is to be made.

16.05 The Employer agrees to pay, effective May 4, 2025, twenty (\$0.20) cents for each hour worked to the Labourers' Local 183 Promotional Benefits Fund but nevertheless forwarded to the Members' Benefit Trust Fund for administration purposes.

ARTICLE 17 - PREPAID LEGAL PLAN FOR MEMBERS OF LOCAL 183

17.01 The Employer agrees to pay the sum of ten cents (\$0.10) for each hour earned by each employee represented by Local 183 to the Labourers' Local 183 Prepaid Legal Benefits Fund, jointly administered by an equal number of Employer and Union Trustees, for the purpose of providing legal benefits to such employees and their beneficiaries.

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

ARTICLE 18 - WELFARE AND PENSION FOR MEMBERS OF LOCAL 793

18.01 Welfare: The Employer shall pay on behalf of each of his employees who is a member of Local 793 into the Local 793 Welfare Benefits Plan on the following basis:

- (i) Effective May 4, 2025 - five dollars and seventy-two cents (\$ 5.72) per hour;
- (ii) Effective May 3, 2026 - five dollars and eighty-four cents (\$5.84) per hour;
- (iii) Effective May 2, 2027 - five dollars and ninety-six (\$5.96) per hour.

18.02 Pension: The Employer shall pay on behalf of each of his employees who is a member of Local 793 into the Local 793 Pension Fund on the following basis:

- (i) Effective May 4, 2025 - five dollars and eighty three cents (\$ 5.83) per hour;
- (ii) Effective May 3, 2026 - five dollars and ninety-nine cents (\$5.99) per hour;
- (iii) Effective May 2, 2027 - six dollars and fifteen cents (\$6.15) per hour.

18.03 The welfare and pension remittances shall be sent no later than the fifteenth (15th) day of the month following the month for which the remittance is made.

18.04 (i) Group Legal Plan: It is understood and agreed that \$15 per month (or such other amount as may be designated by the Trustees) of contributions designated as "Benefit Contributions" under the Collective Agreement are to be contributions to the IUOE Local 793 Group Legal Benefit Trust. **This addition comes at no additional cost to the Employer but is drawn from the benefit contributions made for the member on a monthly basis.**

18.04 (ii) Supplementary Unemployment Benefit Fund: Refer to Letter of Understanding NO.17

18.05 Working Pensioners: For bargaining unit employees who are in receipt of a pension from the IUOE Local 793 Pension Plan for Operating Engineers in Ontario (the Pension Plan), the Employer shall not make contributions to the Pension Plan. In lieu of such contributions the Employer shall pay an equivalent amount per hour earned as additional remuneration to the employee. Such remuneration shall be paid by remitting the amounts on a monthly basis at the same time as pension contributions to the Operating Engineers Benefits Administration Corporation (OEBAC), which shall annually pay these amounts with interest (less applicable deductions) to the employee. Local 793 hereby fully indemnifies each Company for any liabilities incurred by the good faith application of this article.

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

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

ARTICLE 20 - SECURITY FOR PAYMENT OF WAGES

20.01 In the event that there is a default in the payment of wages or where payments to trust funds are over three (3) months in arrears, such delinquent Company will be required to post a cash bond of twenty-five thousand dollars (\$25,000.00) which will be jointly administered by the Association and the Union. Such cash bond will be for the purpose of paying any arrears in wages or Trust Fund contributions and such company will maintain such cash bond replenished up to the twenty-five thousand dollar (\$25,000.00) level at all times.

A Company that posted a cash bond as above will have such money returned, with interest, upon completion of six (6) months arrears-free operation.

20.02 Upon an Employer failing to pay to the Union or to or on behalf of any of the employees covered by this Agreement, any wages, vacation pay, Union dues, travelling expenses, contributions to Welfare Fund, Training Fund and Pension Fund or any other payments of financial benefits payable to the Union or to or on behalf of the said employees, the following procedure is to be followed:

(a) The Union shall advise the Employer in writing of such alleged failure of payment and the Union and the Employer shall forthwith attempt to resolve such dispute. If they are able to agree on the amount due, then the Employer shall make payment of the agreed amount by no later than twenty-four (24) hours after such agreement is reached;

(b) In the event the Employer and the Union are unable to agree on the amount owing to the Union and/or to or on behalf of the employees entitled to the same as aforesaid, or in the event of an agreement of the amount due but the Employer fails to pay the said sum as aforesaid, then the Union shall be entitled to pay out of the said funds to itself and/or to or on behalf of the employees entitled to the same (including payment of any sums to any Welfare, Vacation Pay, Pension or Training Fund or any other employee benefit fund) such amounts as may be necessary for this purpose; provided that the Union or any of the said employees or the Trustees of any employee benefit fund herein, first obtains an award, order, judgement or decision entitling any of them to payment of any particular sums;

(c) Upon the Employer being notified in writing of the amount of any such payments out of the fund by the Union as aforesaid, the Employer shall replenish the fund by payment of an amount equal to the amount so paid out, within a period of five (5) working days from receipt of such written notification. If the Employer does not replenish the fund as aforesaid then the provisions of Article 22 as well as Articles 5, 6, 7 and 8 of this Collective Agreement shall apply;

(d) In the event of the bankruptcy or insolvency of the Employer, the said funds held by the Union shall be deemed to have been held in trust on account of the payment of wages, vacation pay, working dues, travelling expenses, contributions to Welfare Fund, Training Fund and Pension Fund or any other payments or financial benefits payable to the Union or to or on behalf of the employees the financial benefits referred to in Articles 16, 17, and 18 herein, paid in advance for employees of the Employer, who, at the date of the insolvency or bankruptcy, have performed work or services for the

Employer for which the employees and/or the Union, as the case may be, have not been paid any of the said financial benefits and the Union shall be entitled to pay out of the said funds to itself and/or to or on behalf of the employees of the bankrupt or insolvent Employer, (including payment of any sums of welfare, vacation pay, Pension or any other employee benefit fund), such amounts as may be due to any of them.

20.03 The Union shall deposit the said funds which have been paid to it by the Employer, in a separate interest-bearing account with a chartered bank, trust company or credit union and the interest thereon shall be added to and form part of the said fund, which is to be available to the Union, the said employees or any employee benefits funds as provided in this Agreement in the event of any default by the Employer. In the event there is no default by the Employer under the terms of this Agreement, then the funds and interest thereon shall be forth with returned.

20.04 Notwithstanding Article 20.02, if the Employer is requested to deposit any of the funds under the terms of this Article, interest thereon shall accrue to the benefit of the Employer and the principal sum and the interest thereon shall be immediately returned to the Employer as soon as the particular project for which the security was requested has been completed, unless such principal and interest are necessary to fulfill the Employer's obligation as contemplated by this Article.

ARTICLE 21 - LABOURERS' LOCAL 183 MEMBERS' TRAINING AND REHABILITATION FUND

21.01 The Employer and Local 183 agree to recognize and be bound to Labourers' Local 183 Members' Training and Rehabilitation Fund as if original parties thereto, and as if the same formed part of this Collective Agreement. In the event any of the terms and conditions of the said Agreement and Declaration are in any way altered, added to or amended, then the Employer and Local 183 shall be bound by the same as if original parties thereto and as if the same formed part of this Collective Agreement.

21.02 The Employer shall contribute for each hour worked by each employee who is a member of Local 183 to the Labourers' Local 183 Members' Training and Rehabilitation Fund the following amounts:

Effective May 4, 2025 – thirty cents (\$0.30) per hour;

Effective May 3, 2023 – thirty-five cents (\$0.35) per hour;

Effective May 2, 2024 – forty cents (\$0.40) per hour.

21.03 The above contributions are to be remitted by the fifteenth (15th) day of the month following the month for which the payments are due.

21.04 The Labourers' International Union of North America, Local 183 and the Association agree to amend Section 8.01 of the Agreement and Declaration of Trust made as of the 1st day of May, 1977 establishing the Labourers' Local 183 Members' Training and Rehabilitation Fund, as amended, so that it provides as follows:

Section 8.01

Except as otherwise provided for, the Agreement may only be amended by an instrument in writing under seal, properly executed by the Union and at least sixty percent (60%) of the Association. Each such amendment shall be by an instrument in writing fixing the effective date of such amendment, and a copy shall be forwarded to the principal office of the Fund.

If the Trust Agreement is so amended by agreement involving at least sixty percent (60%) but less than one hundred percent (100%) of the Associations, any Association which claims that it will suffer undue hardship as a result of the amendment may refer the issue to an Arbitrator appointed by mutual agreement, in which case the Arbitrator shall have the authority to rescind the amendment if the grieving Association can substantiate the claim of undue hardship. If the parties cannot agree upon an Arbitrator, the Office of Arbitration will be asked to appoint an Arbitrator for them.

21.05 The parties agree that the Union will establish the Local 183 Industry Development Fund.

ARTICLE 22 - LOCAL 793 TRAINING FUND

22.01 The Employer shall contribute on behalf of each employee who is a member of Local 793 into the Local 793 Training Fund in the following basis:

Effective May 4, 2025 – seventy-two cents (\$0.72) per hour;

Effective May 3, 2026 – seventy-nine cents (\$0.79) per hour;

Effective May 2, 2027 – eighty-six cents (\$0.86) per hour.

22.02 The above contributions are to be remitted by the fifteenth (15th) day of the month following the month for which the payments are due.

ARTICLE 23 - INDUSTRY FUND

23.01 For Local 183

Each Employer bound by this Agreement or a like agreement adopting in substance, but not necessarily in form, the terms and conditions herein, shall contribute sixty cents (\$0.60) per hour earned by each employee covered by this Agreement or such like agreement, and remit such contributions with the Welfare and Training Fund remittances payable to “Local 183 Trust Administration” on or before the fifteenth (15th) day of the month following the month for which the contributions were due. Such amounts on receipt, together with a copy of the computer print-out indicating the total number of hours paid by each Employer, shall be forwarded once per month to the Association by the Administrator of the “Local 183 Trust Administration” as each Employer’s contribution to the costs of operating the Association for the purposes of negotiating, administration of the Agreement, and promoting the interests of the concrete and drain industry, legislative reform, health and safety and industry standards within the concrete and drain sector of the construction industry. The Association will give the Union thirty (30) days notice in the event of any increase.

23.02 For Local 793

Each Employer bound by this Agreement or a like Agreement adopting in substance but not necessarily in form the terms and conditions herein, shall contribute sixty cents (\$0.60) per hour earned by each employee covered by this Agreement or such like agreement, and remit such contributions with the Welfare and Training Fund remittances payable to “Local 793 Trust Administration” on or before the fifteenth (15th) day of the month following the month for which the contributions were due. Such amounts on receipt, together with a copy of the computer print-out indicating the total number of hours paid by each Employer, shall be forwarded once per month to the Association

by the Administrator of the “Local 793 Trust Administration” as each Employer’s contribution to the costs of operating the Association for the purposes of negotiating, administration of the Agreement, and promoting the interests of the concrete and drain industry, legislative reform, health and safety and industry standards within the concrete and drain sector of the construction industry. The Association will give the Union thirty (30) days notice in the event of any increase.

ARTICLE 24 - REINSTATEMENT UPON RETURN FROM ILLNESS RESULTING FROM INDUSTRIAL ACCIDENT

24.01 An employee returning from absence resulting from an accident encountered during his employment with the Employer shall return to the job he held prior to such absence or if such job is not available, be re-employed at work generally similar to this which he last performed, if such work is available, he is medically able to perform the same and he applies at the rate of pay prevailing for such job at the time of his return.

24.02 The Article does not apply if the injury is attributable to the wilful misconduct of the employee.

ARTICLE 25 - AMENDMENT OR EXEMPTION

25.01 Where the application of certain Articles or sections of this Agreement work a hardship on the Employer, the parties may reach a Memorandum of Amendment or Exemption, in writing, to amend or exempt certain clauses or provisions of this Agreement.

A Memorandum of Exemption or Amendment will apply equally to all member Employers and member Unions for the area involved and during the term of such exemption or amendment.

ARTICLE 26 - UPGRADING OF EMPLOYEES

26.01 Upon giving the Union seven (7) days notice from the commencement of upgrading, the parties agree that an Employer may upgrade an employee from his original classification and that the Union recognizes a training period of up to three (3) months. During the training period, it is agreed that the employee will receive the hourly rate based on his previous classification.

26.02 For employees falling within the jurisdiction of Local 183, the parties hereto agree to establish an industry upgrading and retraining committee composed of three (3) persons from the Association and three (3) persons from Local 183.

The purpose of this Committee is as follows:

- (a) To formulate policies to train employees in the industry and to upgrade their skills;
- (b) To issue recognized identification cards noting the training the employee has had.

ARTICLE 27 - DELINQUENCIES

27.01 In the event that Welfare, Pension, Vacation Pay, Training and Industry Fund payments are received by the Union after the fifteenth (15th) of the month following the date due, the Employer shall pay, as liquidated damages to the Union, at the rate of two percent (2%) per month, twenty-four percent (24%) per annum or fraction thereof, on the outstanding overdue amount. Such late payments received from Employers shall be applied firstly to arrears or contributions already owing starting with amounts owing from the earliest month forward.

27.02 No arbitrator hearing a grievance relating to the failure to pay welfare, pension, vacation pay, training or industry funds shall apply any principle of delay, laches or estoppel or otherwise reduce or waive the obligation of the Employer to pay all amounts earned and/or owing under this Collective Agreement.

ARTICLE 28 – DURATION

28.01 The term of this Agreement shall be from May 1st, 2025 to April 30th, 2028, and it shall continue in effect thereafter unless either party shall furnish the other with notice of termination or proposed revision of this Agreement within one hundred and twenty (120) days of April 30th, 2028 and any like period in any third year thereafter. The parties agree that if this Collective Agreement continues in force after April 30th, 2028, in accordance with the term of this Article and/or in accordance with statute, then the terms and conditions of this Collective Agreement shall automatically be deemed to be the terms and conditions of the Union's then current standard Concrete & Drain Collective Agreement.

Signed and dated at Toronto this 1st day of May, 2025.

ON BEHALF OF:

LIUNA, Local 183

JACK OLIVEIRA

LUIS CAMARA

PAULO ALMEIDA

ON BEHALF OF:

The Ontario Concrete &
Drain Contractors' Association

VITO SESTITO

RAY DI DONATO

MARK MANARIN

MARK WEINER

MATTHEW DI DONATO

GARY ALVES

ROBERT CELSI

MICHAEL CIARALLO

ON BEHALF OF:

International Union of
Operating Engineers, Local 793

MIKE GALLAGHER, BUSINESS MANAGER

DAVE TURPLE, PRESIDENT

RICK KERR, TREASURER

MIKE SCOTT, VICE PRESIDENT

STEVE BOOZE, SECRETARY

BOB BROOKS, SECRETARY COORDINATOR

"ERRORS AND OMISSIONS EXCEPTED"

SCHEDULE "A"

Association Members

1206880 Ontario Ltd. / A.C.U.
Contracting
Basecrete Inc.
Best Concrete & Drain Inc.
Cadetta Drain Company Inc. /
Cadetta Concrete & Drain /
Tri-D Concrete & Drain
Columbia Drain & Concrete
Contractors Limited
Concord Concrete & Drain Ltd.
/ Concord Concrete Group /
Conbora Forming Inc./
Concord Midrise Forming Inc.
Dolente Concrete & Drain Co.
Donald Concrete & Drain Inc. /
Donald Contracting Limited
Dranco Construction Ltd.
Fosscon Contracting Ltd.
(formerly The Greco Group)
Jentry Construction Ltd.
Marlisi Construction Inc. /
Adricon Building Supply and
Hardware Limited / Adricon
Building Materials Inc.
Plastina Drain & Concrete
Corporation / Beltina Inc. /
Frank Plastina Investments
Ltd.
Premconcrete Inc. (formerly
Premier Concrete Contractors
/ 1252663 Ontario
Incorporated)
Pro-Drain & Co. Ltd. / Pro-
Drain (1984) Construction
Limited / T.J. Stone Delivery
Ltd.
Roy-Val Construction Ltd.

San-Jac Concrete & Drains
Limited
Southcrete Inc.
Star Drain & Concrete Inc. /
Orostar Drain & Concrete Inc.
Summit Concrete & Drain Ltd.
The King-Con Corporation /
King-Con Construction Ontario
Ltd.
Toronto Concrete & Drain
Limited / Brentview
Construction Limited /
Slingshot Stone Supply Limited
Urban Utilities Contractors Inc.
Westcon R.M. Construction
Limited
Windmill Group Corporation /
Windmill Construction Ltd. /
New Generation Stone Slingers
Services
Zicardo Construction Ltd.

Independent Contractors

Ferizi Concrete & Drain
Florim Drogusha Alketa
Hardrock Stoneslingers Ltd. /
R.T.C. Concrete and Drain Ltd.
J.C. Concrete & Drain Limited.
MD Concrete Works Inc.
Noranita Construction
Incorporated
Prebreza Company Inc.
Precise Forming Inc.
Safeway Concrete & Drain Ltd.
/ Aveiro Concrete & Drain Inc.
Wilson Concrete
ZA Concrete Finishing

SCHEDULE "B"

ARTICLE 1 - HOURS OF WORK AND OVERTIME

1.01 (a) The hours of work for the purpose of this Collective Agreement shall be based on forty-six (46) hours per week Monday to Friday with a maximum of ten (10) hours per day.

(b) Overtime at the rate of time and one-half ($1 \frac{1}{2} \times$) the employee's current hourly rate shall be paid to all employees for all work performed after (10) hours per day Monday to Friday inclusive, and for all work performed in excess of forty-six (46) hours per week Monday to Friday inclusive and for all work performed on Saturday.

(c) Overtime at the rate of double ($2 \times$) the employee's current hourly rate shall be paid to all employees for all work performed on Sundays and Holidays.

(d) There shall be no pyramiding of overtime.

1.02 In the event of a layoff, the Employer shall provide the affected employee(s) with notice, no later than 8:00 p.m. of the previous day, of the layoff. In the event the Employer fails to do so, the employee(s) will be paid four (4) hours pay at straight time which shall not be used for calculating overtime.

ARTICLE 2 - STATUTORY HOLIDAYS

2.01 The following shall be recognized by the Employer as Statutory Holidays:

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

and any other statutory holiday legislated by the Ontario legislature and then, if required, proclaimed in force.

The parties jointly recognize the importance of National Truth and Reconciliation Day. All employees have the right to observe National Truth and Reconciliation Day by taking the day off work WITHOUT PAY. Employees who elect to observe National Truth and Reconciliation Day

by taking the day off shall experience no discrimination of any kind for electing to do so.

ARTICLE 3 - VACATION PAY FOR MEMBERS OF LOCAL 183

3.01 (a) The Employer and Local 183 agree to be bound by the terms and conditions of the Labourers' Local 183 Members' Vacation Pay Trust Fund, as if original parties thereto and agree to be bound by any additions, alterations or amendments of the said Trust, as if original parties thereto and as if the same formed part of this Collective Agreement.

(b) Vacation with Pay at the rate of ten percent (10%) of gross earnings shall be paid to the Labourers' Local 183 Members' Vacation Pay Trust Fund on behalf of employees covered by this Collective Agreement who are members of Local 183.

3.02 Local 183 Members' Benefit Fund

The Labourers' Local 183 and the Association agree to amend Section 8.01 of the Agreement of Declaration and Trust made as of October 1, 1980, as amended, establishing the Local 183 Members' Benefit Fund to provide that, with respect to the amendment of the Trust Agreement by the Union and the Party Associations, the Trust Agreement may be amended by the mutual agreement of the Union and at least sixty percent (60%) but less than one hundred percent (100%) of the Party Associations, any Association which claims it will suffer undue hardship as a result of such amendment may refer the issue to an Arbitrator appointed by mutual agreement, in which case the Arbitrator shall have the authority to rescind the amendment if the grieving Association can substantiate its claim of undue hardship. If the parties cannot agree upon an Arbitrator, the Office of Arbitration will be asked to appoint an Arbitrator for them.

ARTICLE 4 - VACATION PAY FOR MEMBERS OF LOCAL 793

4.01 Vacation pay in the amount of ten percent (10%) of gross wages earned (with income tax deducted) shall be paid weekly to employees covered by this Collective Agreement who are members of Local 793

ARTICLE 5 - WAGES AND CLASSIFICATIONS

5.01 (a) i) Local 183 - Applicable to employees working in and out of Board Areas 8 and 9.

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS			INDUSTRY FUND	EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE			
Labourer	4-May-25	47.13	4.71	4.20	0.60	1.40	10.15	0.30	0.10	0.25	0.20	69.04	3%	0.15		0.60	69.64
	3-May-26	48.04	4.80	4.35	0.60	1.50	10.55	0.35	0.10	0.25	0.20	70.74	3%	0.15		0.60	71.34
	2-May-27	49.49	4.95	4.50	0.60	1.60	11.15	0.40	0.10	0.25	0.20	73.24	3%	0.15		0.60	73.84
Pipelayer	4-May-25	48.28	4.83	4.20	0.60	1.40	10.15	0.30	0.10	0.25	0.20	70.31	3%	0.15		0.60	70.91
	3-May-26	49.19	4.92	4.35	0.60	1.50	10.55	0.35	0.10	0.25	0.20	72.01	3%	0.15		0.60	72.61
	2-May-27	50.65	5.06	4.50	0.60	1.60	11.15	0.40	0.10	0.25	0.20	74.51	3%	0.15		0.60	75.11
Cement Finisher	4-May-25	48.85	4.89	4.20	0.60	1.40	10.15	0.30	0.10	0.25	0.20	70.94	3%	0.15		0.60	71.54
	3-May-26	49.76	4.98	4.35	0.60	1.50	10.55	0.35	0.10	0.25	0.20	72.64	3%	0.15		0.60	73.24
	2-May-27	51.21	5.13	4.50	0.60	1.60	11.15	0.40	0.10	0.25	0.20	75.14	3%	0.15		0.60	75.74

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS			EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	
Carpenter/Form Setter	4-May-25	48.85	4.89	4.20	0.60	1.40	10.15	0.30	0.10	0.25	0.20	70.94	3%	0.15	0.60	71.54
	3-May-26	49.76	4.98	4.35	0.60	1.50	10.55	0.35	0.10	0.25	0.20	72.64	3%	0.15	0.60	73.24
	2-May-27	51.22	5.12	4.50	0.60	1.60	11.15	0.40	0.10	0.25	0.20	75.14	3%	0.15	0.60	75.74
Combination Skilled Worker	4-May-25	49.44	4.94	4.20	0.60	1.40	10.15	0.30	0.10	0.25	0.20	71.58	3%	0.15	0.60	72.18
	3-May-26	50.57	5.06	4.35	0.60	1.50	10.55	0.35	0.10	0.25	0.20	73.53	3%	0.15	0.60	74.13
	2-May-27	52.21	5.22	4.50	0.60	1.60	11.15	0.40	0.10	0.25	0.20	76.23	3%	0.15	0.60	76.83
Working Foreman	4-May-25	55.36	5.54	4.20	0.60	1.40	10.15	0.30	0.10	0.25	0.20	78.10	3%	0.15	0.60	78.70
	3-May-26	56.27	5.63	4.35	0.60	1.50	10.55	0.35	0.10	0.25	0.20	79.80	3%	0.15	0.60	80.40
	2-May-27	57.73	5.77	4.50	0.60	1.60	11.15	0.40	0.10	0.25	0.20	82.30	3%	0.15	0.60	82.90

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS			INDUSTRY FUND	EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE			
Driver	4-May-25	47.13	4.71	4.20	0.60	1.40	10.15	0.30	0.10	0.25	0.20	69.04	3%	0.15		0.60	69.64
	3-May-26	48.04	4.80	4.35	0.60	1.50	10.55	0.35	0.10	0.25	0.20	70.74	3%	0.15		0.60	71.34
	2-May-27	49.49	4.95	4.50	0.60	1.60	11.15	0.40	0.10	0.25	0.20	73.24	3%	0.15		0.60	73.84

Note 1: It is expressly understood that the Carpenter/Formsetter rate will apply only to those employees able to set grades for concrete, lay drains, finish concrete and actually cutting and installing formwork for stairways, landings, balconies, verandas and fireplaces.

Note 2: The category of Combination Skilled Worker applies to an employee who is skilled in and actually performs pipelaying, cement finishing and carpenter formsetter work.

Note 3: **Transportation of Employees:** Employees, excluding Working Foremen, who are requested to pick up other employees at an assembly point or points and transport them to the job and from the job back to the assembly points, shall be paid the equivalent of one (1) hour per day straight time, which time shall not be included in calculating said employees' hours worked per week.

5.01 (a) ii) Local 183 - Applicable to employees hired in, resident in and working in Board Areas 7, 10, 11, 18 and 27.

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS			INDUSTRY FUND	EMPLOYER TOTAL COST
													WORKING DUES	OPDC - DUES	EMPLOYEE		
Labourer	4-May-25	41.00	4.10	4.20	0.60	1.40	10.15	0.30	0.10	0.25	0.20	62.30	3%	0.15	0.60	62.90	
	3-May-26	41.79	4.18	4.35	0.60	1.50	10.55	0.35	0.10	0.25	0.20	63.87	3%	0.15	0.60	64.47	
	2-May-27	43.06	4.31	4.50	0.60	1.60	11.15	0.40	0.10	0.25	0.20	66.17	3%	0.15	0.60	66.77	
Pipelayer	4-May-25	42.00	4.20	4.20	0.60	1.40	10.15	0.30	0.10	0.25	0.20	63.40	3%	0.15	0.60	64.00	
	3-May-26	42.79	4.28	4.35	0.60	1.50	10.55	0.35	0.10	0.25	0.20	64.97	3%	0.15	0.60	65.57	
	2-May-27	44.07	4.41	4.50	0.60	1.60	11.15	0.40	0.10	0.25	0.20	67.27	3%	0.15	0.60	67.87	
Cement Finisher	4-May-25	42.50	4.25	4.20	0.60	1.40	10.15	0.30	0.10	0.25	0.20	63.95	3%	0.15	0.60	64.55	
	3-May-26	43.29	4.33	4.35	0.60	1.50	10.55	0.35	0.10	0.25	0.20	65.52	3%	0.15	0.60	66.12	
	2-May-27	44.56	4.46	4.50	0.60	1.60	11.15	0.40	0.10	0.25	0.20	67.81	3%	0.15	0.60	68.41	

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS			TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	
Carpenter/Form Setter	4-May-25	42.50	4.25	4.20	0.60	1.40	10.15	0.30	0.10	0.25	0.20	63.95	3%	0.15	0.60	64.55
	3-May-26	43.29	4.33	4.35	0.60	1.50	10.55	0.35	0.10	0.25	0.20	65.52	3%	0.15	0.60	66.12
	2-May-27	44.56	4.46	4.50	0.60	1.60	11.15	0.40	0.10	0.25	0.20	67.82	3%	0.15	0.60	68.42
Combination Skilled Worker	4-May-25	43.01	4.30	4.20	0.60	1.40	10.15	0.30	0.10	0.25	0.20	64.51	3%	0.15	0.60	65.11
	3-May-26	44.00	4.40	4.35	0.60	1.50	10.55	0.35	0.10	0.25	0.20	66.30	3%	0.15	0.60	66.90
	2-May-27	45.42	4.54	4.50	0.60	1.60	11.15	0.40	0.10	0.25	0.20	68.76	3%	0.15	0.60	69.36
Working Foreman	4-May-25	48.16	4.82	4.20	0.60	1.40	10.15	0.30	0.10	0.25	0.20	70.18	3%	0.15	0.60	70.78
	3-May-26	48.95	4.90	4.35	0.60	1.50	10.55	0.35	0.10	0.25	0.20	71.75	3%	0.15	0.60	72.35
	2-May-27	50.23	5.02	4.50	0.60	1.60	11.15	0.40	0.10	0.25	0.20	74.05	3%	0.15	0.60	74.65

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS			EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	
Driver	4-May-25	41.00	4.10	4.20	0.60	1.40	10.15	0.30	0.10	0.25	0.20	62.30	3%	0.15	0.60	62.90
	3-May-26	41.79	4.18	4.35	0.60	1.50	10.55	0.35	0.10	0.25	0.20	63.87	3%	0.15	0.60	64.47
	2-May-27	43.06	4.31	4.50	0.60	1.60	11.15	0.40	0.10	0.25	0.20	66.17	3%	0.15	0.60	66.77

Note 1: It is expressly understood that the Carpenter/Formsetter rate will apply only to those employees able to set grades for concrete, lay drains, finish concrete and actually cutting and installing formwork for stairways, landings, balconies, verandas and fireplaces.

Note 2: The category of Combination Skilled Worker applies to an employee who is skilled in and actually performs pipelaying, cement finishing and carpenter formsetter work.

Note 3: **Transportation of Employees:** Employees, excluding Working Foremen, who are requested to pick up other employees at an assembly point or points and transport them to the job and from the job back to the assembly points, shall be paid the equivalent of one (1) hour per day straight time, which time shall not be included in calculating said employees' hours worked per week.

5.01 (a) iii) Local 183 - Applicable to employees hired in, resident in and working in Board Areas 12 and 29.

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS			INDUSTRY FUND	EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE			
Labourer	4-May-25	39.59	3.96	4.20	0.60	1.40	10.15	0.30	0.10	0.25	0.20	60.75	3%	0.15		0.60	61.35
	3-May-26	40.35	4.04	4.35	0.60	1.50	10.55	0.35	0.10	0.25	0.20	62.29	3%	0.15		0.60	62.89
	2-May-27	41.57	4.16	4.50	0.60	1.60	11.15	0.40	0.10	0.25	0.20	64.53	3%	0.15		0.60	65.13
Pipelayer	4-May-25	40.56	4.06	4.20	0.60	1.40	10.15	0.30	0.10	0.25	0.20	61.81	3%	0.15		0.60	62.41
	3-May-26	41.32	4.13	4.35	0.60	1.50	10.55	0.35	0.10	0.25	0.20	63.35	3%	0.15		0.60	63.95
	2-May-27	42.55	4.25	4.50	0.60	1.60	11.15	0.40	0.10	0.25	0.20	65.60	3%	0.15		0.60	66.20
Cement Finisher	4-May-25	41.03	4.10	4.20	0.60	1.40	10.15	0.30	0.10	0.25	0.20	62.34	3%	0.15		0.60	62.94
	3-May-26	41.80	4.18	4.35	0.60	1.50	10.55	0.35	0.10	0.25	0.20	63.88	3%	0.15		0.60	64.48
	2-May-27	43.02	4.30	4.50	0.60	1.60	11.15	0.40	0.10	0.25	0.20	66.12	3%	0.15		0.60	66.72

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS			INDUSTRY FUND	EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE			
Carpenter/Form Setter	4-May-25	41.03	4.10	4.20	0.60	1.40	10.15	0.30	0.10	0.25	0.20	62.34	3%	0.15	0.60	62.94	
	3-May-26	41.80	4.18	4.35	0.60	1.50	10.55	0.35	0.10	0.25	0.20	63.88	3%	0.15	0.60	64.48	
	2-May-27	43.02	4.30	4.50	0.60	1.60	11.15	0.40	0.10	0.25	0.20	66.13	3%	0.15	0.60	66.73	
Combination Skilled Worker	4-May-25	41.53	4.15	4.20	0.60	1.40	10.15	0.30	0.10	0.25	0.20	62.88	3%	0.15	0.60	63.48	
	3-May-26	42.48	4.25	4.35	0.60	1.50	10.55	0.35	0.10	0.25	0.20	64.63	3%	0.15	0.60	65.23	
	2-May-27	43.85	4.39	4.50	0.60	1.60	11.15	0.40	0.10	0.25	0.20	67.04	3%	0.15	0.60	67.64	
Working Foreman	4-May-25	46.50	4.65	4.20	0.60	1.40	10.15	0.30	0.10	0.25	0.20	68.35	3%	0.15	0.60	68.95	
	3-May-26	47.27	4.73	4.35	0.60	1.50	10.55	0.35	0.10	0.25	0.20	69.89	3%	0.15	0.60	70.49	
	2-May-27	48.49	4.85	4.50	0.60	1.60	11.15	0.40	0.10	0.25	0.20	72.14	3%	0.15	0.60	72.74	

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS			INDUSTRY FUND	EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE			
Driver	4-May-25	39.59	3.96	4.20	0.60	1.40	10.15	0.30	0.10	0.25	0.20	60.75	3%	0.15		0.60	61.35
	3-May-26	40.35	4.04	4.35	0.60	1.50	10.55	0.35	0.10	0.25	0.20	62.29	3%	0.15		0.60	62.89
	2-May-27	41.57	4.16	4.50	0.60	1.60	11.15	0.40	0.10	0.25	0.20	64.53	3%	0.15		0.60	65.13

Note 1: It is expressly understood that the Carpenter/Formsetter rate will apply only to those employees able to set grades for concrete, lay drains, finish concrete and actually cutting and installing formwork for stairways, landings, balconies, verandas and fireplaces.

Note 2: The category of Combination Skilled Worker applies to an employee who is skilled in and actually performs pipelaying, cement finishing and carpenter formsetter work.

Note 3: **Transportation of Employees:** Employees, excluding Working Foremen, who are requested to pick up other employees at an assembly point or points and transport them to the job and from the job back to the assembly points, shall be paid the equivalent of one (1) hour per day straight time, which time shall not be included in calculating said employees' hours worked per week.

5.01 (b)

Local 793 – Wages and Classifications

Engineers operating Shovels, Backhoes, Pitmans, Front-End Loaders (1 Cubic Yard and over)
(D-4 or equivalent and over)

DATE	Wages	Vacation Pay	Benefits		Pension Plan	SUB- TOTAL	Training Fund	Industry Fund	TOTAL
			Benefit Plan	SUB Plan					
May 4, 2025	\$53.21	\$5.33	\$5.72	\$0.36	\$5.83	\$70.45	\$0.72	\$0.60	\$71.77
May 3, 2026	\$54.44	\$5.45	\$5.84	\$0.36	\$5.99	\$72.08	\$0.79	\$0.60	\$73.47
May 2, 2027	\$56.39	\$5.65	\$5.96	\$0.36	\$6.15	\$74.51	\$0.86	\$0.60	\$75.97

Engineers operating Backhoes, Front-End Loaders (under 1 Cubic Yard, Farm and Industrial Type Tractors with Excavating Attachments, Compaction Equipment and Bulldozers (Under D-4)

DATE	Wages	Vacation Pay	Benefits		Pension Plan	SUB-TOTAL	Training Fund	Industry Fund	TOTAL
			Benefit Plan	SUB Plan					
May 4, 2025	\$52.06	\$5.21	\$5.72	\$0.36	\$5.83	\$69.18	\$0.72	\$0.60	\$70.50
May 3, 2026	\$53.29	\$5.33	\$5.84	\$0.36	\$5.99	\$70.81	\$0.79	\$0.60	\$72.20
May 2, 2027	\$55.24	\$5.53	\$5.96	\$0.36	\$6.15	\$73.24	\$0.86	\$0.60	\$74.70

5.01 (b) (i) Local 793 – Applicable to employees hired in, resident in and working in Board Area 10

Engineers operating Shovels, Backhoes, Pitmans, Front-End Loaders (1 Cubic Yard and over)
(D-4 or equivalent and over)

DATE	Wages	Vacation Pay	Benefits		Pension Plan	SUB-TOTAL	Training Fund	Industry Fund	TOTAL
			Benefit Plan	SUB Plan					
May 4, 2025	\$46.29	\$4.63	\$5.72	\$0.36	\$5.83	\$62.83	\$0.72	\$0.60	\$64.15
May 3, 2026	\$47.36	\$4.74	\$5.84	\$0.36	\$5.99	\$64.29	\$0.79	\$0.60	\$65.68
May 2, 2027	\$49.06	\$4.91	\$5.96	\$0.36	\$6.15	\$66.44	\$0.86	\$0.60	\$67.90

Engineers operating Backhoes, Front-End Loaders (under 1 Cubic Yard, Farm and Industrial Type Tractors with Excavating Attachments, Compaction Equipment and Bulldozers (Under D-4)

DATE	Wages	Vacation Pay	Benefits		Pension Plan	SUB-TOTAL	Training Fund	Industry Fund	TOTAL
			Benefit Plan	SUB Plan					
May 4, 2025	\$45.29	\$4.53	\$5.72	\$0.36	\$5.83	\$61.73	\$0.72	\$0.60	\$63.05
May 3, 2026	\$46.36	\$4.64	\$5.84	\$0.36	\$5.99	\$63.19	\$0.79	\$0.60	\$64.58
May 2, 2027	\$48.06	\$4.81	\$5.96	\$0.36	\$6.15	\$65.33	\$0.86	\$0.60	\$66.79

5.01 (b) (ii) Local 793 – Applicable to employees hired in, resident in and working in Board Area 18

**Engineers operating Shovels, Backhoes, Pitmans, Front-End Loaders (1 Cubic Yard and over)
(D-4 or equivalent and over)**

DATE	Wages	Vacation Pay	Benefits		Pension Plan	SUB-TOTAL	Training Fund	Industry Fund	TOTAL
			Benefit Plan	SUB Plan					
May 4, 2025	\$50.21	\$5.02	\$5.72	\$0.36	\$5.83	\$67.14	\$0.72	\$0.60	\$68.46
May 3, 2026	\$51.44	\$5.14	\$5.84	\$0.36	\$5.99	\$68.77	\$0.79	\$0.60	\$70.16
May 2, 2027	\$53.39	\$5.34	\$5.96	\$0.36	\$6.15	\$71.20	\$0.86	\$0.60	\$72.66

Engineers operating Backhoes, Front-End Loaders (under 1 Cubic Yard, Farm and Industrial Type Tractors with Excavating Attachments, Compaction Equipment and Bulldozers (Under D-4)

DATE	Wages	Vacation Pay	Benefits		Pension Plan	SUB-TOTAL	Training Fund	Industry Fund	TOTAL
			Benefit Plan	SUB Plan					
May 4, 2025	\$49.06	\$4.91	\$5.72	\$0.36	\$5.83	\$65.88	\$0.72	\$0.60	\$67.20
May 3, 2026	\$50.29	\$5.03	\$5.84	\$0.36	\$5.99	\$67.51	\$0.79	\$0.60	\$68.90
May 2, 2027	\$52.24	\$5.22	\$5.96	\$0.36	\$6.15	\$69.93	\$0.86	\$0.60	\$71.39

5.02 Brushcoating

(a) Where an employee is assigned to perform brush coating they shall not have their hourly rate reduced.

(b) It is agreed that a person employed solely as a brush coater shall be paid no less than the rate of a labourer.

ARTICLE 6 - WORKING DUES FOR MEMBERS OF LOCAL 183

6.01 The Employer agrees to deduct from the employees' wages, working dues in the amount of three percent (3%) of the gross wages (excluding vacation pay) of employees who are members of Local 183 and to remit such amount, by using Section "B" of the standard remittance form, not later than the fifteenth (15th) day of the month following the month for which the deduction is made, to the Universal Workers Union, L.I.U.N.A. Local 183.

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

ARTICLE 7 - WORKING DUES & ADVANCEMENT DUES FOR MEMBERS OF LOCAL 793

7.01 Working Dues: Working dues of two percent (2%) of the total wage package, which includes the hourly rate, vacation pay, health plan and pension contributions of employees who are members of Local 793 shall be deducted and shall be remitted to Local 793 not later than the fifteenth (15th) day of the month following the month for which the dues were deducted.

7.02 Advancement Dues Check-Off: The Employer shall deduct fifty cents (\$0.50) per hour effective May 4th, 2025 for each hour earned by each employee covered by this Agreement for Advancement Dues. The amount deducted shall be remitted together with other monthly contributions and deductions in the manner set out in this Collective Agreement.

ARTICLE 8 - MAINTENANCE OF EXISTING RATES

8.01 It is agreed that at the commencement of this Agreement no employee covered by this Agreement shall receive a reduction in his rate of wages through the introduction of this Schedule. This Article will not be applied in such a way that an Employer will be put in violation of Article 10.02 as a result thereof. It is understood and agreed that when an employee works in a Board Area (including Board Areas not otherwise referred to herein), all terms and conditions set out in this Collective Agreement will be maintained and the employee will continue to receive his wages rate, hours of work and fringe benefits, as provided for in this Collective Agreement and that are applicable in the Board Area in which he regularly works, unless the employee is working in a Board Area where such terms and conditions are specifically governed by a Schedule forming part of this Collective Agreement and which provides for more beneficial terms and conditions for employee, in which case the more beneficial terms and conditions shall apply.

ARTICLE 9 - PAYMENT OF WAGES

9.01 (a) It is agreed and understood that all employees shall be paid on a weekly basis. However, all employees shall receive their cheque no later than Thursday on or before 5:00 p.m. in any given week.

The employee's pay slips shall outline his hourly rate, all hours worked, overtime hours, vacation pay, deductions for income tax, unemployment insurance, pension, etc. where applicable.

(b) Whenever Employment Insurance Separation Slips and pay cheques are not given to employees at the time of termination, they shall be sent by the Employer concerned to the employee by registered mail to his last known address within three (3) days of the time of termination.

ARTICLE 10 - CONTRACTING / SUB-CONTRACTING

10.01 When the work which is to be contracted or sub-contracted falls within the jurisdiction of Local 183 then such work must be contracted or sub-contracted to contractors who are bound to this Agreement or the appropriate agreement set out in Article 12.04 whichever is applicable to the specific work involved.

10.02 When required to excavate an exterior lateral, the Employer will use its best efforts which will include a call to a designated Union Representative prior to the award of the Sub- contract.

Note: The Union undertakes to provide the Association with a list of contractors who are capable of performing Concrete and Drain excavation work

ARTICLE 11 - TRAVEL TIME AND OUT-OF-TOWN ALLOWANCE

11.01 (a) No travelling expenses will be paid on jobs located within the following geographic area, which is summarized on Schedule "C":

The **Southern Boundary** shall be Lake Ontario;

The **South Eastern Boundary** shall be Lake Ontario and Stevenson Road;

The **Eastern Boundary** shall be Stevenson Road north from Lake Ontario until it meets Highway 12, and then Highway 12 north past Highway 48 and to County Road 23;

The **North Eastern Boundary** shall be the corner of Highway 12 and County Road 23 and then west in a straight line to Lake Simcoe;

The **South Western Boundary** shall be Tremaine Road and Lake Ontario; The Western Boundary shall be Tremaine Road north to Highway 24, then 24 east until Highway 25, and Highway 25 north until Highway 89, and Highway 89 east to County Road 17, east to Dufferin Road 124, and then Dufferin Road 124 north to Country Road 9;

The **North Western Boundary** shall be the corner of Dufferin Road 124 and Country Road 9 (by Noisy River Provincial Park);

The **Northern Boundary** shall be County Road 9 proceeding east until Country Road 10 (Brentwood); and then south to Angus where it become Highway 90; Highway 90 east until it becomes Dunlop St, and Dunlop St to Bayfield St. Barrie, and then Bayfield St. south to Lake Simcoe; The remaining northern boundary shall be the shoreline of Lake Simcoe.

(b) For Employers who are not located in the above geographic area, no expenses will be paid on jobs located within 70-road kilometer distance from the company's shop or yard.

(c) Where the Employer has multiple yards or locations and/or has crews working out of various geographic locations, the applicable travel zone shall be based upon the location of the crew's normal yard.

11.02 Travelling and Room and Board Allowance: For all jobs outside the geographical areas set out in Article 11.01 a) and b), the following travelling expenses will apply:

- (a)** If employers provide a company vehicle, twenty-five dollars (\$25.00) per day shall be paid.
- (b)** Employees who are required to use their own transportation at the request of the Employer will be paid sixty cents (\$0.60) per road kilometre from the work site to the nearest point of the boundary of the applicable travel free zone.

11.03 It is understood that if an Employer requires an employee to be out of town overnight, the Employer will provide at his own expense adequate room and board for the employee, or will pay to the employee a daily allowance of one hundred and forty dollars (\$140.00) per day to a maximum of seven hundred dollars (\$700.00) per week.

11.04 If the Employer instructs an employee to attend a worksite, in his own vehicle, where free parking is not available, the Employer shall reimburse the costs of the parking if the employee provides a receipt.

11.05 An employee required to work out of town by his Employer in the circumstances contemplated above the Employer will maintain the rates of wages and overtime rates and all fringe benefits provided for in this Agreement, including but not limited to Health and Welfare, Pension, Vacation and Statutory Holiday Pay, Training and Union Dues.

ARTICLE 12 - CRANE APPRENTICES AND EARTHMOVING APPRENTICES [LOCAL 793 ONLY]

12.01 Heavy Equipment Apprentices

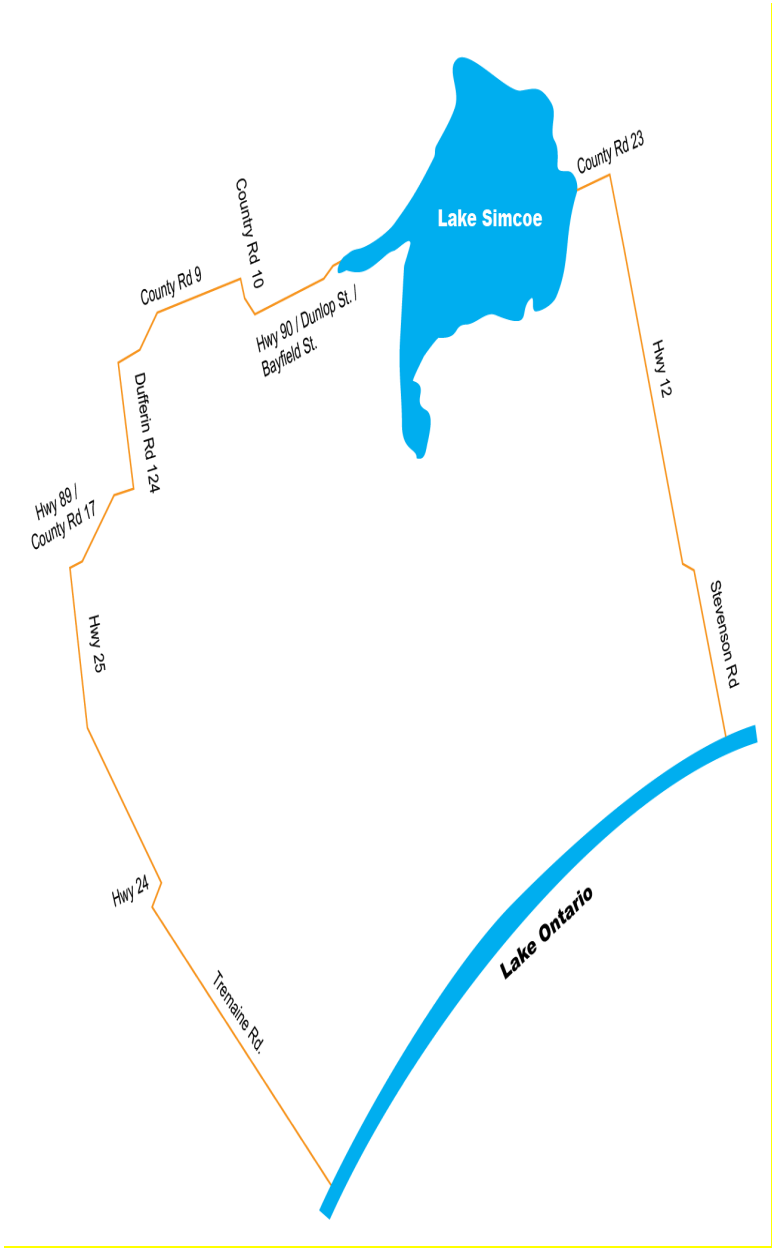
- (a) An Indentured Heavy Equipment Apprentice entering the industry who has taken pre-employment training through the Operating Engineers Training Institute of Ontario will work for his first 1,000 hours at sixty percent (60%) of the current base rate for the machine which he is operating.
- (b) When an Apprentice has completed his first 1,000 hours plus all of the related training provided for in the Training Standards of the Training Fund, and after written assessment by the Employer and the Training Fund, each Apprentice will be employed for the next 1,000 hours at seventy-five percent (75%) of the current base rate for his classification.
- (c) When an Apprentice has completed 2,000 hours plus all of the related training provided for in the Training Standards of the Training Fund, and after written assessment by the Employer and the Training Fund, each Apprentice will be employed for the next 500 hours at eighty-five (85%) of the current base rate for his **classification**.
- (d) After completion of 2,500 hours of on-the-job training and all related training as from time to time specified by the Training Fund the Apprentice will then fit into the work force at the rate of pay provided for in the Collective Agreement.
- (e) Hours spent at the Training Institute shall constitute hours worked for purposes of rate increases.
- (f) Employers shall make every effort to keep Apprentices on a steady basis in order to complete their training hours as quickly as possible.
- (g) Employers shall request Apprentices through the Union District Offices who, in turn, will notify the Training Fund at 2245 Speers Road, Oakville. All dispatching of apprentices shall be done from the appropriate Union District Office under the Direction of the Training Fund.

12.02 Ratio of Apprentices

The ratio of Indentured Heavy Equipment Apprentices employed by the Employer shall be a minimum of one (1) Apprentice to each ten (10) Journeymen Operating Engineers or as otherwise authorized in writing by the Union.

SCHEDULE "C"

MAP



SCHEDULE "D"

NOTICE OF PROJECT START Concrete and Drain

Date: _____

Concrete & Drain Contractor: _____

Address:

Builders/Developer: (Name of Builder & Project Name)	
Location of Project: (Intersection or address, if available)	
Municipality (if known):	

Please send notice to: Attention: Paulo Almeida

LIUNA Local 183
200 Labourers Way
Vaughan, Ontario, L4H 5H9
Tel: (416) 241-1183; Fax: (416) 241-9845

LETTER OF UNDERSTANDING NO. 1

BETWEEN:

ONTARIO CONCRETE & DRAIN CONTRACTORS' ASSOCIATION

(the "Association")

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183**

("Local 183")

RE: Training Curriculum

1. In conjunction with the L.I.U.N.A. Local 183 Life Long Learning Centre, the Ontario Concrete & Drain Contractors' Association (OCDCA) agrees to the development of a Training Curriculum, prepared by the Centre and directed to the employees of the OCDCA member companies.
2. It is understood that,
 - a. Ergonomic Training, and
 - b. Trench Safety and Hazard Awareness,Will be integral components of said curriculum.
3. Effective May 1, 2019 the Union and OCDCA will establish a Training Review Committee which will meet on or before July 1, 2019 and thereafter at least two times per year to:
 - a. Review, and if appropriate recommend the Training Curriculum be revised;
 - b. Discuss any additional training courses to promote the industry;
 - c. To develop strategies to encourage workers to join and remain in the industry; and

- d. Develop strategies to ensure that contractors hire and promote those Trainees who graduate from the Training Centre.
- 4. Local 183 and the OCDCA agree to recommend to the Training Centre that Concrete and Drain related courses will be offered on a regular basis and in any event, twice a year.

Dated at Toronto this 1st day of May, 2025.

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

ONTARIO CONCRETE & DRAIN CONTRACTORS' ASSOCIATION

(the "Association")

-and-

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

("Local 793")

RE: Owners / Operators

It is agreed and understood that the Employer will advise Local 793 of any owner/operator which an Employer employs or intends to employ for the purpose of allowing Local 793 to verify the status of its owner/operator.

The parties agree to establish a committee of three (3) representatives from the Ontario Concrete and Drain Contractors' Association and three (3) representatives from Local 793 to meet and attempt to set up special rates and conditions for operator trainees.

Dated at Toronto this 1st day of May, 2025.

LETTER OF UNDERSTANDING NO. 3

BETWEEN:

ONTARIO CONCRETE & DRAIN CONTRACTORS' ASSOCIATION
(the "Association")

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183**
(“Local 183”)

RE: Trainees

The Employer may hire a trainee, who shall be a person new to the industry on the following terms and conditions:

1. The Employer notifies the Union of the hiring of a trainee who shall obtain a referral slip from the Union and shall join the Union no later than the first (1st) Saturday after he commences work;
2. An Employer may hire one (1) trainee per crew with a maximum of not more than two (2) trainees for every ten (10) employees, excluding working foremen;
3. All trainees will be laid off prior to the lay off of any other employees;
4. An individual shall be classified as a trainee for six (6) months;
5. The wages payable to a trainee shall be as follows:
 - (a) For the first two (2) months – sixty percent (60%) of the regular wage rate
 - (b) For the last four (4) months – eighty percent (80%) of the regular wage rate
 - (c) For all six (6) months, vacation pay and benefits shall apply as per the Collective Agreement.

The parties agree that this will only apply to New Trainees and any trainee currently in the system will be grandfathered such that the current rates shall apply.

6. It is further agreed that where an Employer employs more than one (1) trainee, they shall be employed in different classifications.

Dated at Toronto this 1st day of May, 2025.

LETTER OF UNDERSTANDING NO. 4

BETWEEN:

ONTARIO CONCRETE & DRAIN CONTRACTORS' ASSOCIATION
(the "Association")

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL
183**
(“Local 183”)

RE: Name of the Union

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

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

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

Dated at Toronto this 1st day of May, 2025.

LETTER OF UNDERSTANDING NO. 5

BETWEEN:

ONTARIO CONCRETE & DRAIN CONTRACTORS' ASSOCIATION

(the "Association")

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183**

("Local 183")

-and-

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

("Local 793")

RE: New or Existing Entities

The Employer hereby confirms that it is not carrying on associated or related activities or businesses by or through more than one (1) corporation, individual, firm, syndicate, or other entity or association or any combination thereof, under common control or direction, that is not signatory to this Collective Agreement. For the purpose of this Letter, "activities" include any activities contemplated by the Purpose and Intent, Recognition, and/or Scope clauses of this Collective Agreement.

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

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

Dated at Toronto this 1st day of May, 2025.

LETTER OF UNDERSTANDING NO. 6

BETWEEN:

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183**

("Local 183")

-and-

ONTARIO CONCRETE & DRAIN CONTRACTORS' ASSOCIATION
(the "Association")

RE: Workers on modified duties attending at the Training Centre

WHEREAS during collective bargaining the Association raised the topic of injured workers attending at the LIUNA Local 183 Training Centre for courses as part of an employer's modified work program;

AND WHEREAS the Training Centre has confirmed that it allows members of Local 183 who are on modified work to take courses at the Training Centre, subject to the worker's functional abilities and program availability, at the request of the Employer;

NOW THEREFORE the parties agree as follows:

- 1.** The Union confirms that the recital above accurately records the representation made by the Training Centre.
- 2.** The Association and its members agree that injured workers attending at the Training Centre as part of an employer's modified work program will be paid their wages under the collective agreement for such work.
- 3.** During the term of this Collective Agreement the Association and the Union agree to consult on the possibility of additional courses relevant to concrete and drain which could be developed with the Training Centre to provide additional program(s) which could be accessed by injured workers. Further, if they can agree upon such courses, the Union and the Association agree to jointly approach the Training Centre and to work collaboratively towards the creation of such program(s).

4. The parties agree that this Letter of Understanding forms part of the Collective Agreement and is enforceable as such.

Dated at Toronto this 1st day of May, 2025.

LETTER OF UNDERSTANDING NO. 7

BETWEEN:

ONTARIO CONCRETE & DRAIN CONTRACTORS' ASSOCIATION
(the "Association")

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183**
(“Local 183”)

-and-

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793
(“Local 793”)

RE: Repetitive Violations of the Collective Agreement

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

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

Dated at Toronto this 1st day of May, 2025.

LETTER OF UNDERSTANDING NO. 8

BETWEEN:

ONTARIO CONCRETE & DRAIN CONTRACTORS' ASSOCIATION

(the "Association")

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183**

("Local 183")

-and-

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

("Local 793")

RE: Remittances and Contributions

The above-noted parties agree that during the lifetime of this Agreement Local 183 or Local 793 shall have the right, at any time to require the Employer to change the amount of contributions to any of the employee benefit funds set out in the Collective Agreement, by transferring any portion of the contributions required to be made to any particular employee benefit fund now existing, other than the Vacation Pay Fund and the Industry Fund, to any other employee benefit fund now existing or existing in the future provided that there should be no increase in the total monetary contributions required to be made under this Agreement.

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

Dated at Toronto this 1st day of May, 2025.

LETTER OF UNDERSTANDING NO. 9

BETWEEN:

ONTARIO CONCRETE & DRAIN CONTRACTORS' ASSOCIATION
(the "Association")

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183**
(“Local 183”)

RE: Truck Drivers

Local 183 and the Association agree to delete the Letter of Understanding regarding stonemasons dated January 30, 2001 from the Collective Agreement.

It is agreed that all truck drivers, who are direct employees of Employers bound to the Collective Agreement are covered by the Collective Agreement.

Notwithstanding Article 10 of Schedule “B”, it is agreed that an Employer may contract out the work performed by truck drivers to Employers not in contractual relations with the Union provided that the existing truck drivers employed by the Employer are not adversely affected and specifically are not deprived of overtime opportunities.

It is agreed that all of the remaining terms and conditions of the Collective Agreement shall apply to truck drivers employed by Employers covered by the Collective Agreement save and except Schedule B, Article 1, which shall be replaced as follows for truck drivers only:

The following article, Article 1.01 – Schedule “B” shall apply to all truck drivers employed directly by employers bound to the collective agreement.

1.01 (a) The hours of work shall be based upon fifty-five (55) hours per week, Monday to Friday.

- (b)** Overtime at the rate of time and one-half the employees current hourly rate shall be paid to all employees for all work performed in excess of fifty-five (55) hours per week, Monday to Friday, inclusive and for all work performed on Saturday.
- (c)** Overtime at the rate of double the employee's current hourly rate shall be paid to all employees for all work performed on, Sundays and holidays.
- (d)** There shall be no pyramiding of overtime.
- (e)** This Letter will expire six (6) months after Local 183 demonstrates that at least seventy (70) stonemonger trucks are being operated by employees bound to this Collective Agreement. If there is a dispute over the application of this clause, this shall be referred to arbitration for final resolution.

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

Dated at Toronto this 1st day of May, 2025.

LETTER OF UNDERSTANDING NO. 10

BETWEEN:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793
(“Local 793”)

-and-

ONTARIO CONCRETE & DRAIN CONTRACTORS’ ASSOCIATION
(The “Employer Association”)

RE: Trust Agreement for International Union of Operating Engineers

WHEREAS Local 793 and the Employer Association have engaged in negotiations with respect to making amendments to, and/or establishing a new Trust Agreement for the administration of the International Union of Operating Engineers, Local 793 Training Fund (“Training Fund”) that will transfer the power of appointment of Trustees to the Board of Trustees solely to Local 793 as set out in the Letter of Understanding attached as Schedule “A”;

AND WHEREAS Local 793, in its capacity as the Operating Engineers Employee Bargaining Agency, has presented a similar Letter of Understanding to the one attached as Schedule “A”, to the Operating Engineers Employer Bargaining Agency with respect to the Provincial Collective Agreement;

NOW THEREFORE the parties agree as follows:

1. The Employer Association agrees to execute the Letter of Understanding, attached as Schedule “A”, upon receipt of an executed Letter of Understanding between the Operating Engineers Employer Bargaining Agency and the Operating Engineers Employee Bargaining Agency with respect to making similar amendments to, and/or establishing a new, Trust Agreement for the administration of the International Union of Operating Engineers, Local 793 Training Fund under the Provincial Collective Agreement.

2. Any relevant and/or substantive amendments made to the Letter of Understanding between the Operating Engineers Employer Bargaining Agency and the Operating Engineers Employee Bargaining Agency shall also be made to the Letter of Understanding attached as Schedule “A” prior to execution.

Dated at Toronto this 1st day of May, 2025.

LETTER OF UNDERSTANDING NO. 11

BETWEEN:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793
(“Local 793”)

-and-

ONTARIO CONCRETE & DRAIN CONTRACTORS’ ASSOCIATION
(the “Employer Association”)

RE: Local 793 Training Fund

WHEREAS the Employer Association members are required to make contributions on behalf of its employees to the International Union of Operating Engineers, Local 793 Training Fund (the “Training Fund”) pursuant to Article 22.01 of the Collective Agreement between the International Union of Operating Engineers, Local 793 and the Ontario Concrete and Drain Contractors’ Association (the “Ontario Concrete and Drain Agreement”);

NOW THEREFORE the parties agree with each other as follows:

- 1.** The Employer Association agrees that from and after the effective date of the Ontario Concrete and Drain Agreement, the Training Fund shall continue and the Employer Association members shall make contributions in accordance with the applicable rates;
- 2.** As of the effective date of the Ontario Concrete and Drain Agreement, the Employer Association will agree to amend the Trust Agreement of the Training Fund (the “Trust Agreement”) so that the Employer Association and any of the other Party Associations will no longer have the right to appoint Trustees to the Board of Trustees, and any power of appointment which they have will be transferred to Local 793, which shall appoint all of the members of the Board of Trustees;

3. The Employer Association agrees to serve notice on any Trustees appointed by the Party Associations to the Trust Agreement that they are removed as Trustees of the Training Fund;
4. The Employer Association agrees that it will take all necessary steps and execute any necessary documents, including but not limited to amendments to the Ontario Concrete and Drain Agreement, to effect the removal of the Employer Trustees and the power of the Party Associations to appoint any Trustees under the Trust Agreement and will consent to any variation of the Training Fund if necessary;
5. The Employer Association further agrees that if for any reason it is not immediately possible to remove all Employer Trustees from participation in the Training, at the written direction of Local 793, the Employer Association shall make contributions to such new training trust fund as may be designated by Local 793 where all of the Trustees are appointed by Local 793.
6. The parties agree this Letter of Understanding forms part of the Ontario Concrete and Drain Agreement and may be enforced pursuant to the terms and conditions therein.

Dated at Toronto this 1st day of May, 2025.

LETTER OF UNDERSTANDING NO. 12

BETWEEN:

ONTARIO CONCRETE & DRAIN CONTRACTORS' ASSOCIATION
(the "Association")

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183**
(“Local 183”)

RE: Health and Safety

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

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

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

- A co-operative attitude and approach to health and safety in the workplace by all persons;
- Attendance at all relevant health and safety training programs run by the Training Centre;
- Compliance with the provisions of the *Occupational Health & Safety Act* and its Regulations;
- Compliance with the objectives and provisions of legitimate and valid employer health and safety policies; and
- Effective communication and a pro-active approach to all health and safety matters.

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

Dated at Toronto this 1st day of May, 2025.

LETTER OF UNDERSTANDING NO. 13

BETWEEN:

ONTARIO CONCRETE & DRAIN CONTRACTORS' ASSOCIATION
(the "Association")

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183**
(“Local 183”)

RE: Health and Safety Training

WHEREAS the Association and Local 183 are jointly committed to a safe and healthy work environment and recognize the importance of appropriate training to ensure that employees have the requisite knowledge to work in a healthy and safe manner; and

WHEREAS the Association and Local 183 wish to ensure the employees benefit from Occupational Health and Safety training appropriate to their work industry; and

WHEREAS the Association and Local 183 have agreed to include a certification requirement as a condition of employment in Article 13.11; and

WHEREAS the parties wish to provide transition provisions to ensure that the application of Article 13.11 does not cause a hardship for employees or the Employer;

NOW THEREFORE the Association and Local 183 agree as follows:

1. By no later than July 1, 2007, the Employer shall complete an inventory of each employee's health and safety certificate status;
2. Within sixty (60) days of completing the inventory, the Employer shall notify each employee, in writing with a copy to Local 183, of which certifications the employee is required to obtain or to maintain current;

3. The employee shall be required to obtain the identified certification(s) on his own time, but in the event that the Employer fails to provide the requisite written notice, the Employer shall pay the employee his regular hourly rate for each hour spent taking the required courses;
4. Each employee shall obtain the required certification(s) as identified by the Employer prior to commencing work on April 1, 2008;
5. Commencing with the construction season on April 1, 2008, Local 183 agrees that it shall not dispatch persons to work for an Employer who has not obtained the certification(s) required for the type of work to be performed and the Employer agrees not to employ persons who have not obtained such certificate(s);
6. After April 1, 2008, if an Employer is required to hire a new employee to the concrete and drain sector in accordance with the provisions of the Agreement, Local 183 shall issue a referral slip in accordance with Article 3.01 and the employee must attend the Concrete and Drain Safety Program training course as soon as it is offered by the Life Long Learning Centre Inc. after being hired and attain a certificate of program completion on the employee's own time;
7. Nothing in this Agreement can be taken to abrogate the responsibilities of the Employer, the Union, or the employee pursuant to the provisions of the *Occupational Health and Safety Act*.

Dated at Toronto this 1st day of May, 2025.

LETTER OF UNDERSTANDING NO. 14

BETWEEN:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793
(“Local 793”)

-and-

ONTARIO CONCRETE & DRAIN CONTRACTORS’ ASSOCIATION
(the “Employer Association”)

RE: SUB-CONTRACTING

WHEREAS the parties have agreed to continue to meet and discuss issues surrounding the work of Operating Engineers as it relates to this Collective Agreement, including sub-contracting, incorporation of cross-over clauses, and other issues of importance to the industry;

NOW THEREFORE the parties agree as follows:

1. The parties agree to establish a committee of three (3) representatives of the Association and three (3) representatives of the Union who will meet at least quarterly. The parties will each advise each other of their representatives within two (2) weeks of signing this Letter of Understanding.
2. The parties agree that the first meeting of the Committee will occur by no later than July 31, 2013 and at that time the parties will establish the dates and times for their next meeting(s).
3. The parties agree that this Letter of Understanding forms part of the Collective Agreement and is enforceable as such.

Dated at Toronto this 1st day of May, 2025.

Letter of Understanding No. 15

BETWEEN:

**Ontario Concrete & Drain Contractors' Association
("THE ASSOCIATION")
-AND-**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793
("THE UNION")**

Re: No Strike – No Lockout Agreement 2025-2028

WHEREAS the Union and the Association have entered into a Collective Agreement which is effective on its face from May 1, 2025 to April 30, 2028;

AND WHEREAS the Union and the Association contemplate entering into a renewal collective agreement which will be effective for the period May 1, 2028 to April 30, 2031 (the "successor collective agreement");

AND WHEREAS the Union and the Association are desirous of ensuring that the settlement of the successor collective agreement will be settled without a strike or lockout;

NOW THEREFORE the Union and the Association agree as follows with respect to the renewal of the successor collective agreement:

- 1.** If the Union and the Association are unable to agree upon the terms and conditions the successor collective agreement, then on or about April 30, 2028, either party may refer the settlement of the new collective agreement to final and binding arbitration.
- 2.** The Union and the Association agree that in view of the final and binding arbitration provisions set out herein there will not be, and they will not cause there to be, a strike or lockout following the expiry of the relevant collective agreement on April 30, 2028.

3. The Parties agree that, in order to meet the need for expedition in the construction industry, they will agree upon a mutually acceptable arbitrator by no later than April 30, 2028 although it is understood that simply agreeing to an arbitrator in no way means that the agreement(s) must be settled by arbitration.
4. Upon the issuing of a written notice of desire to proceed to final and binding arbitration to both the other party and the arbitrator, the arbitrator will commence a hearing with respect to the arbitration within thirty (30) calendar days of the date of notice or thereafter if mutually agreed to by the Parties.
5. It is agreed that the arbitrator will hear, and will have the necessary jurisdiction to determine, all lawful proposal and positions which are put before him by either party, and there is no restriction upon the number of issues which may be put to the arbitrator. Further, the parties agree that the arbitration process will not be one of final selection.
6. With respect to the agreement set out in paragraph 5 above, the parties agree that they may mutually agree to modify the arbitration proceedings such that the number of issues proceeding to arbitration may be limited and/or that final offer selection may be utilized for all or part of the arbitration procedure.
7. It is agreed that the arbitrator will issue his/her decision within seven (7) calendar days of the date of the hearing and that the monetary increase (if any) shall be retroactive to May 1, 2028.
8. It is agreed that any arbitrations which are required as between the Union and the Association will be the "industry arbitration" and accordingly pursuant to the terms and provisions of the Association's accreditation and the terms and provisions of the Collective Agreement, including but not limited to this Letter of Understanding, that such decisions will be final and binding upon any Employer bound to this or any similar independent collective agreement, for all purposes.

9. The Parties agree the agreements, duties, obligations and rights set out in this Letter of Understanding form part of the Collective Agreement which is binding upon them and in addition constitute a settlement of the proceeding under the Act which is enforceable under Section 96(7) of the Act and accordingly are enforceable both as a term and provision of the Collective Agreement and under the provisions of the Act with respect to the settlement of proceedings.
10. The Parties agree that the Interest Arbitrator, if used, in the Collective Agreement renewal negotiations in 2028 shall have no jurisdiction to re-impose and/or continue this Letter of Understanding or other type of provision that imposes a no strike/no lockout regime for the Collective Agreement renewal negotiations in 2028 for the Renewal Collective Agreement from May 1, 2028 until April 30, 2031 or any successive collective agreements thereafter.

Signed and dated at Toronto this 23rd day of April, 2025.

LETTER OF UNDERSTANDING NO. 16

ONTARIO CONCRETE & DRAIN CONTRACTORS' ASSOCIATION

(the "Association")

- and -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183**

("Local 183")

-and-

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

("Local 793")

RE: Harassment Disputes

WHEREAS the Occupational Health and Safety Act requires all employers to have a policy with respect to workplace violence and harassment;

AND WHEREAS the Union and the Association agree that generally it is appropriate that issues or complaints of workplace violence or harassment should be investigated by the Employer under their policy prior to a grievance being filed;

NOW THEREFORE they agree that:

1. Employees are required to follow the Employer internal policy for resolution of complaints of workplace violence or harassment. This shall not prevent an employee from seeking Union advice or representation.
2. Where the Union becomes aware of an employee complaint that could be dealt with under an Employer workplace violence or harassment policy it will bring that issue to the attention of the Employer and encourage them to deal with the matter under their internal responsibility system.
3. Where such an issue is brought to the attention of the Employer, the Employer waives the time limits for the processing of a grievance until after the Employer has advised

the worker and alleged harasser of the investigation and any corrective action that has or will be taken as a result of the investigation.

4. Nothing in this Letter of Understanding shall prevent the Union from filing a grievance where the Employer does not have a workplace violence or harassment policy; or where they fail to properly apply that policy; or from challenging any discipline or discharge which may arise following an investigation, nor does this Letter of Understanding obligate the Employer to defend the interests of an alleged harasser.

Dated at Toronto this 1st day of May, 2025.

““ERRORS AND OMISSIONS EXCEPTED”

LETTER OF UNDERSTANDING NO. 17

BETWEEN

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

(THE "UNION")

-AND-

ONTARIO CONCRETE & DRAIN CONTRACTORS ASSOCIATION

(THE "EMPLOYER")

RE: SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN

WHEREAS the Union and the Employer are parties to a collective agreement effective May 4th, 2025 to April 30th, 2028 and any renewals thereof ("Collective Agreement");

AND WHEREAS the Union has established, with the employer's support a Supplementary Unemployment Benefit Plan ("SUB Plan") to provide certain monetary benefits to Union members who become unemployed and otherwise qualify under the terms of the SUB Plan;

AND WHEREAS the SUB Plan is funded by redirecting a portion of contractor contributions that, as per the Collective Agreement, are currently being contributed to the International Union of Operating Engineers, Local 793 Members life and Health Benefit Trust of Ontario (the "Health Benefit Plan") and by members having elected to put a portion of their negotiated wage increase during the 2022 round of bargaining into the SUB Plan;

AND WHEREAS the Union represents and warrants that the SUB Plan was approved by both Canada Revenue Agency and Service Canada and all times will remain registered with the Canada Revenue Agency and Service Canada and comply with applicable laws, including but not limited to, the Income Tax Act (Canada), and the Employment Insurance Act;

AND WHEREAS the Employer is not a party to the SUB Plan and the Trust Agreement;

NOW THEREFORE the Union and the Employer (the "Parties") agree as follows:

1. The Parties agree the Collective Agreement is hereby amended to permit the establishment and funding of the SUB Plan as set out in this Letter of Understanding. To the extent there is any conflict between the Collective Agreement and this Letter of Understanding, the terms of this Letter of Understanding shall prevail.
2. To the extent there is any conflict between the terms of the SUB Plan and the Trust Agreement, and the Collective Agreement and this Letter of Understanding, the terms of the Collective Agreement and/or Letter of Understanding shall prevail.
3. The Parties agree that the contributions made by contractors bound to the Collective Agreement shall be a combination of monies redirected from the Health Benefit Plan to the SUB Plan and a portion of the negotiated wage increase which members wish to redirect to the Sub Plan., per hour earned as follows:
 - a. May 4, 2025 – \$0.36
 - b. May 3, 2026 – \$0.36
 - c. May 2, 2027 – \$0.36

subject to paragraph 10 below.

The Trustees of the Health Benefit Plan shall have full discretion to ensure funding of the Health Benefit Plan on an actuarial basis and in no event shall the redirection of funds exceed \$0.50 per hour earned under the Collective Agreement.

4. The redirection of contributions in paragraph 3 shall not be construed as changing the procedure and deadlines for contractors to remit monthly contributions. The procedures and deadlines in the Collective Agreement will prevail.

5. The Parties agree the redirection of contributions from the Health Benefit Plan to the SUB Plan shall not result in the reduction of any benefit entitlement to any member entitled to coverage under the Health Benefit Plan.

6. The Parties agree the SUB Plan shall be established, managed, operated and administered solely by the Trustees of the SUB Plan and that that nothing herein shall be construed to make the Employer, or any individual contractor bound to the Collective Agreement, an insurer or provider of SUB Plan benefits. The financial obligation of the Employer and any individual contractor bound to the Collective Agreement is entirely fulfilled by making the contributions required to the SUB Plan according to the terms of the Collective Agreement as amended by this Letter of Understanding. The Employer or any individual contractor bound to the Collective Agreement shall not be liable to any employee or the Union for SUB Plan top-up payments.

7. The Union agrees that nothing in this Letter of Understanding shall result, directly or indirectly, in any increased costs or contribution rates to the Employer and any contractors bound to the Collective Agreement while it is effective.

8. The Parties agree any issue concerning the SUB Plan (including but not limited to eligibility to participate in, and entitlement under, the SUB Plan) shall be subject to the specific provisions of the SUB Plan. Any dispute over payment of SUB Plan benefits shall be adjusted solely between the member and the Trustees of the SUB Plan. The Employer, or any individual contractor bound to the Collective Agreement, shall not be requested or required to participate in any such dispute.

9. No individual contractor bound to the Collective Agreement shall be asked, required or permitted to sign a participation agreement, including but not limited to the Participation Agreement in Schedule "B" of the Trust Agreement, without the express written consent of the Employer.

10. Any duty, obligation or requirement in the SUB Plan and/or Trust Agreement, including but not limited to procedures for individual contractors to remit contributions to the SUB Plan and penalties for failing to do the same, shall be unenforceable against the Employer and individual contractors bound to the Collective Agreement. This includes, but is not limited to, the deadlines for

contribution remittances, procedures for remitting contributions, the powers of the Union and/or Trustees to request documents from contractors and to perform audits of individual contractors, charge interest, liquidated damages and any other penalty that may be imposed on contractors for failing to remit contributions. The provisions of the Collective Agreement in respect of any of the aforesaid matters will prevail. In the absence of any provision in the Collective Agreement, no such power on the part of the Union or the Trustees can be inferred despite the provisions of the SUB Plan or the Trust Agreement.

11. The Union agrees to save harmless and indemnify the Employer, and any individual contractor bound to the Collective Agreement, from and against any claim, charge, tax, penalty, damages or demand which might be made upon the Employer and/or any contractors in connection with this Letter of Understanding respecting withholdings and remittances pursuant to the Income Tax Act (Canada), the Employment Insurance Act, the Canada Pension Plan Act, and pursuant to any other duly recognized federal and provincial taxing authorities or statutes, and in respect of any claim, charge, tax or penalty which may be made on behalf of or related to the Canada Employment Insurance Commission and Canada Pension Commission or any other government agency or commission under the applicable statutes and regulations with respect to any amount paid to a member under the SUB Plan, and from and against any claim of whatever nature which may be made by, on behalf of or in respect of any member in connection with the SUB Plan, including legal fees and expenses related to such claims.

12. In addition, the Union agrees to indemnify the Employer and any contractor bound to the Collective Agreement, in respect of any claims or demands by Employment and Social Development Canada ("ESDC"), or any similar governmental agency, for overpaid benefits which, according to the ESDC, should be clawed back due to the payments to a particular employee from the SUB Plan, and any interest or penalties relating thereto and any reasonable costs or expenses incurred in defending such claims or demands.

13. The Union confirms that it has properly registered and received approval of the SUB Plan with both the Canada Revenue Agency and Service Canada. The Union will be responsible for obtaining any further approval required to renew the SUB Plan with both the Canada Revenue Agency and Service Canada. Upon

request, the Union will provide the Employer with proof of registration of the SUB Plan with Service Canada and/or the Canada Revenue Agency.

14. Upon request, the Union or the Trustees will provide the Employer with a copy of the SUB Plan or the Trust Agreement. In the event that the Union or the Trustees amend the terms of the SUB Plan or the Trust Agreement, or terminate the SUB Plan or Trust Agreement, at any time following the execution of this Letter of Understanding, the Employer shall be provided with notice, in writing, no later than 30 days prior to the effective date of the amendment or termination.

15. This Letter of Understanding is being entered into on a without precedent and prejudice basis.

16. The Parties agree they may execute this Letter of Understanding in counterpart and all of the parts shall constitute the whole. Signed facsimile or .pdf copies of this Letter of Understanding are binding as if originally executed.

Dated at Toronto this 1st day of May, 2025.

LETTER OF UNDERSTANDING NO. 18

BETWEEN:

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183**

("Local 183")

-and-

ONTARIO CONCRETE & DRAIN CONTRACTORS' ASSOCIATION

(the "Association")

RE: Employment Retention

The Union and the Association agree that during the term of this Collective Agreement they will meet to confer about industry concerns regarding the retention of pension eligible workers remaining in the Local 183 concrete & drain sector.

Dated at Toronto this 1st day of May, 2025.

LETTER OF UNDERSTANDING NO. 19

BETWEEN:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

(“Local 793”)

-and-

ONTARIO CONCRETE & DRAIN CONTRACTORS’ ASSOCIATION

(the “Association”)

Employees who are permitted to take home their company vehicles must not use the vehicle for personal use or for business unrelated to the company’s needs.

Dated at Toronto this 1st day of May, 2025.

APPENDIX "A"

FOR LOCAL 793 ONLY

Article 18 of the Master Portion requires that the Employer shall make a single monthly payment to an independent administrator appointed by the Trustees of the Health Plan and the Pension Plan for contributions owing to the two plans. The administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of each Employer and employee to the Health Plan and the Pension Plan as follows:

For members who have in their Health Plan Dollar Bank amounts below the Health Plan Dollar Bank maximum, amounts contributed pursuant to Article 18 amounts shall be allocated in accordance with Article 18.

For members who have in their Health Plan Dollar Bank amounts at or over the Health Plan Dollar Bank maximum, further amounts contributed pursuant to Article 18 in shall be allocated to the Pension Plan.

Dollar Bank Health Plan Maximums during the term of this agreement are as follows

Effective October 1, 2024	\$12,600.00 or fewer
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Dollar Bank Health Plan Maximums may be re-determined from time to time as determined by a duly constituted motion passed by the Board of Trustees of the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario, and as conveyed to the administrator.

APPENDIX “B”

ENFORCEMENT SYSTEM

BETWEEN:

Ontario Concrete & Drain Contractors’ Association
(the “Association”)

-and-

Labourers’ International Union of North America, Local 183
(the “Union”)

WHEREAS, the parties have agreed that they will establish an expedited method of arbitration.

NOW THEREFORE the parties agree to the following Enforcement Mechanism for incorporation into the Collective Agreement binding between the parties.

I. EXPEDITED ARBITRATION

(A) Arbitrator

Neil Keating, Michael McFadden, Patrick Kelly and Geneviève Debané , or an arbitrator who is mutually agreeable to both parties will be the arbitrator for this Enforcement System.

(B) Expedited Arbitration Procedure

1. The term “Grievance”, wherever used in this Enforcement System, shall mean a grievance concerning the interpretation, application, administration or alleged violations of a provision of the Collective Agreement including but not limited to:

- payment for hours worked;
- rates of pay;
- overtime premiums;
- travelling expenses;
- room and board allowances;
- reporting allowances;

- welfare, pension, industry fund and any other funds, dues or other form of compensation to or on behalf of an employee and/or the Union;
- Notwithstanding 7.09 a discipline and/or discharge grievance may be referred to the Expedited Enforcement System only if the Employer agrees to in writing.

2. Any party bound by this Enforcement System may initiate the Expedited Arbitration process by service of a Grievance, in writing, by facsimile transmission, registered mail, regular mail or courier (including Canada Post Courier) on the affected Contractor. Service shall be deemed to be achieved if the Grievance is received at the last known address of the Contractor; whether listed in the original Collective Agreement or not, at an alternate address for which written notification has been forwarded to the Union.

3. The Union may refer any Grievance concerning a violation of the Collective Agreement to Expedited Arbitration. Notice of such referral to Expedited Arbitration shall be served by facsimile transmission, registered mail, regular mail or courier (including Canada Post Courier) upon the Contractor, the Association and the Arbitrator.

4. Service shall be effective on receipt, if facsimile transmission, courier registered mail or regular mail is used and all parties, shall be deemed to have been properly notified.

5. The Arbitrator shall commence the Expedited Arbitration Hearings no sooner than five (5) days from the date of service of the Referral to Expedited Arbitration. Counsel, if retained by a party, must be able to accommodate the hearing schedule as set by the Arbitrator. Adjournments will not be granted because of the unavailability of counsel, for business demands or because a party asks for additional time to prepare.

6. Subject to the discretion of the Arbitrator, the Expedited Arbitration Hearings shall be held at the Union office, and may be scheduled by the Arbitrator to commence after normal business hours including Saturdays and Sundays.

7. Where the Arbitrator finds the Contractor in breach of the Collective Agreement, the Arbitrator shall order the Contractor to pay all amounts owing with respect to violations of the Collective Agreement. For the following specific types of violations the following terms will apply:

(a) For payment of hours of work, rates of pay, overtime premiums, travel expenses, room and board allowances or any other form of compensation to an employee in accordance with the following;

(i) Where the Grievance is initiated between one (1) and sixty (60) days after the circumstances giving rise to the Grievance became known or ought reasonably to have become known to the affected employee(s) the Arbitrator shall award the affected employee(s) recovery of one hundred percent (100%) of the unpaid amounts; or

(ii) Where the Grievance is initiated at any time beyond sixty-one (61) days after the circumstances giving rise to the grievance became known or ought reasonably to have become known, to the affected employee(s) the Arbitrator shall award recovery of seventy-five (75%) percent of unpaid amounts to be paid to the affected employee(s) and twenty-five (25%) percent of the unpaid amount to be paid to the Union in the form of damages.

(b) For payments in respect of Welfare, Pension, Prepaid Legal, Health and Safety, Training, Union Dues, Working Dues, and Industry Fund or any other fund referred to in the Collective Agreement, or any other form of compensation payable on behalf of an employee or to the Union and any interest or penalty payments provided for in the Collective Agreement, the Arbitrator shall award recovery of one hundred percent (100%) of the unpaid amounts.

8. The Arbitrator shall have the power to make the Arbitrator's cost (fees and expenses) an Award or part of any Award against any party and to be payable to the Union and the Association equally in trust for the Arbitrator.

9. (a) This arbitration process shall be in addition to and without prejudice to any other procedures and remedies that the parties may enjoy including applications to a court; or to the Ontario Labour Relations Board pursuant to section 96 of the *Labour Relations Act, 1995*, as amended; or the *Construction Lien Act*; or any other operative legislation; or as provided for under the Collective Agreement.

(b) Any Grievance concerning the interpretation, application, administration or alleged violation of the Collective Agreement may be processed through the grievance/arbitration procedure outlined in the Collective Agreement or under this Enforcement System or referred to arbitration pursuant to section 133, or any other applicable section, of the *Labour Relations Act, 1995* provided however that any Grievance may not be processed under more than one (1) of these arbitration mechanisms.

(c) Where a Grievance has been properly referred under the procedure provided for in this Enforcement System, it is understood and agreed that all of the parties shall be deemed to have waived any right to refer the Grievance to arbitration under section 133 of the *Labour Relations Act, 1995* or pursuant to the appropriate Articles of the Collective Agreement and any such referral shall be null and void.

(d) In the alternative, should a grievance which has been or could have been referred to arbitration under this system be referred to arbitration under section 133 of the *Labour Relations Act, 1995* or under the appropriate articles of the Collective Agreement, and should the Ontario Labour Relations Board, or any other Arbitrator determine it has jurisdiction, then the parties agree that the terms of

this Enforcement System form part of the Collective Agreement and will be applied as such and will be varied solely to reflect the different method of referral.

(e) It is understood and agreed that the Arbitrator's decision is final and binding with respect to those matters referred to the Arbitrator. The Arbitrator shall have all the powers of an Arbitrator under the *Labour Relations Act, 1995*, as amended, including but not limited to the power to require records and/or documents to be produced prior to and/or at the hearing and the power to issue summons to witness and to thereby compel attendance. The decision of the Arbitrator, inclusive of orders for payment of any monies in respect of damages, costs, Arbitrator's fees and/or penalties, is deemed to be a decision of an Arbitrator pursuant to the *Labour Relations Act, 1995*, as amended, and enforceable as such.

10. At Expedited Arbitration the Arbitrator shall not have any power to alter or change any of the provisions of this Enforcement System or substitute any new provisions for any existing provisions nor give any decision inconsistent with the provisions of this Enforcement System and the Collective Agreement.

II. UNION INVESTIGATION COMMITTEE

1. The Union shall establish a Union Investigation Committee consisting of the following persons:

- (a) the Business Manager or his designate; and
- (b) the Sector Co-Ordinator or his designate; and
- (c) the Union Legal Co-Ordinator or his designate.

2. The Union Investigation Committee shall meet, as necessary, to investigate any complaint that the Union Business Representative(s) or Union Member(s) have agreed

to and/or condoned violations of the Collective Agreement or otherwise failed to take appropriate action or acted inappropriately in dealing with violations of the Collective Agreement and/or the Enforcement System.

3. The Union Investigation Committee shall have the power to recommend that charges under the Union Constitution be brought against the Union Business Representative(s) and/or Union Member(s) in respect of the allegations brought to its attention.

4. The Union Investigation Committee shall prepare a report of the results of any investigation of complaints including its conclusions as to the validity of the complaints and any action taken to deal with the matters raised.

5. A copy of the report prepared by the Union Investigation Committee will be provided to the Labour-Management Joint Committee.

6. In the event that the Labour-Management Joint Committee is not satisfied with the report of the Union Investigation Committee, in that it is not satisfied with the appropriateness of the Union's response, or is deadlocked over the issue, any member of the Labour-Management Joint Committee may refer a complaint to the Arbitrator for a determination.

7. Any reports or investigations are to be strictly confidential and are to be used only in reference to Article II herein.

III. LABOUR-MANAGEMENT JOINT COMMITTEE

1. The Labour-Management Joint Committee shall be established consisting of the following persons:

- (a)** The Business Manager or his designate: and
- (b)** The Union Sector Coordinators or their designates; and

- (c) A representative designated by the Toronto Residential Construction Labour Bureau; and
- (d) A representative designated by the applicable Contractors' Associations.

2. A quorum of the Labour-Management Joint Committee shall be the duly-appointed members or their proxies.

3. The Labour-Management Joint Committee will meet to discuss matters of joint interest, including the interests of the Industry, problem solving, monitoring and evaluating compliance with the Collective Agreement and this Enforcement System within seven (7) working days of notice, in writing, of a request for a meeting by any Committee Member. The Union Business Manager shall schedule all such meetings after consultation with the other Labour-Management Joint Committee Members.

4. Decisions of the Labour-Management Joint Committee shall be taken by consensus and with the unanimous support of all members of the Committee.

5. In the event the Labour-Management Joint Committee is unable to agree on a course of action to deal with a matter, the Arbitrator shall attempt to mediate any disagreement. Failing resolution of the matter at mediation, the Arbitrator shall cast a deciding vote.

6. The Labour-Management Joint Committee may augment and improve the Enforcement System only upon unanimous agreement of the Committee members. The deciding vote of the Arbitrator shall not apply to any issues involving any such improvements to this Enforcement System. The Labour-Management Joint Committee shall not have the power to derogate in any material fashion from this Enforcement System.

7. The Labour-Management Joint Committee shall have no power to order the Union, its Business Representatives and /or its members to post a bond or Letter of Credit to secure

payment of damages or levies or impose discipline, fines, suspensions or expulsions. Such proceedings must occur under the Union Constitution. Any complaint that may warrant such remedial action may be initiated by any party in writing to the Union Investigation Committee.

8. The Labour-Management Joint Committee may initiate proceedings before the Ontario Relations Board on behalf of the Union and the Toronto Residential Construction Labour Bureau and the Association to compel compliance with the Collective Agreement and this Enforcement System, in circumstances where it is satisfied that there is a deliberate concerted effort to undermine, evade and/or avoid the provisions of the Collective Agreement and this Enforcement System.

Dated at Toronto this 1st day of May, 2025.

OCDCA Recognition Statement

The Ontario Concrete & Drain Contractors' Association wishes to recognize the following individuals who formed the 2025-2028 Bargaining Committee.

Vito Sestito

Ray Di Donato

Mark Manarin

Mark Weiner

Mathew DiDonato

Gary Alves

Robert Celsi

Michael Ciarallo

ACKNOWLEDGEMENT

L.I.U.N.A. Local 183 wishes to dedicate this page to the bargaining unit members of the Committee who participated in the negotiation of the terms and conditions of the 2025 – 2028 Collective Agreement.

L.I.U.N.A. Local 183 appreciates the hard work and valuable contributions of the following bargaining unit members.

Joel Downey

Marc Sbrissa

Noureddine Badia



Letters Patent

438937

WHEREAS an application has been filed to incorporate a corporation without share capital under the name

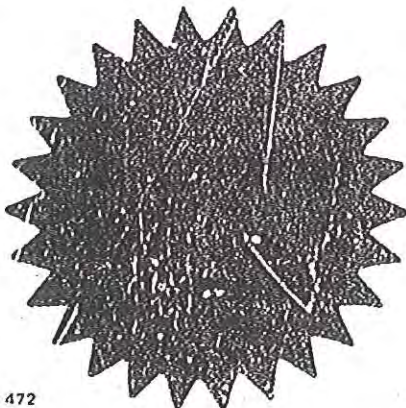
ONTARIO CONCRETE & DRAIN CONTRACTORS ASSOCIATION

AND WHEREAS the Minister of Consumer and Commercial Relations is the member of the Executive Council to whom the administration of The Corporations Act is assigned.

THEREFORE I, by virtue of the aforesaid powers vested in me, do by these Letters Patent issue a charter constituting the applicants named in the application which is attached hereto and which forms part of these Letters Patent, and any other persons who become members of the corporation hereby created, a corporation without share capital in accordance with the provision of the said Act.

AND IT IS HEREBY ORDAINED AND DECLARED that the Letters Patent shall also contain and be subject to the following terms, conditions and provisions:

- (a) The corporation shall be carried on without the purpose of gain for its members and any profits or other accretions to the corporation shall be used in promoting its objects;
- (b) The directors shall serve as such without remuneration, and no director shall directly or indirectly receive any profit from his position as such; provided that a director may be paid reasonable expenses incurred by him in the performance of his duties;
- (c) Upon the dissolution of the corporation and after the payment of all debts and liabilities, its remaining property shall be distributed or disposed of to charitable organizations which carry on their work solely in Ontario.



Given under my hand and seal of office at the City of
Toronto in the said Province of Ontario this 3rd day
of April 1980 A.D.

Minister



Ministry of
Consumer and
Commercial Relations

Companies
Division

416.965-2031

555 Yonge Street
Toronto, Ontario
M7A 2H6

NOTICE: Unless reserved, the approval of the proposed name is valid for 45 days only.

It is to be understood that the approval of the proposed name even where the name has been reserved is an approval in principle only and is not to be construed as an undertaking to grant the name if and when the articles or application are delivered under the said name at any time in the future.

Unless reserved, the approved name is available to anyone who is first to deliver articles/application bearing this name.

The following paragraphs as noted by the checked boxes apply to the name report overleaf:

- ☐ 1. We are unable to make a report on the name without having the significance of the key word in the proposed name. Please state the significance overleaf.
- ☐ 2. We are unable to make a report on this name without having the objects of the proposed corporation. Please state the general objects overleaf.
- ☐ 3. The proposed name appears to contain a surname(s) and therefore the name has been approved on the condition that the consent of the person(s) whose name(s) appears in the name of the corporation will be delivered with the articles. If there is/are no person(s) by that surname who will be connected with the corporation, the name will not be available.
- ☐ 4. The name has been approved on the condition that the consent of the present business and the undertaking of the present business to discontinue within six months of incorporation of the new corporation will be delivered with the articles. There must be an affidavit stating that all partners have signed such consent or in the alternative an affidavit of sole proprietorship.
- ☐ 5. If the corporation will be applying for registration under the Real Estate and Business Brokers Act, we would suggest that the proposed name and objects be cleared with the Registrar under that act.
- ☐ 6. The Insurance Act requires the approval by the Superintendent of Insurance of Articles Incorporating Insurance Agencies. We would suggest that you have the proposed name and objectives cleared with the Agency Licensing Officer, Insurance Division before delivering the articles to this division.
- ☐ 7. As "Engineering"/"Engineer" is included in the proposed name, the name has been approved on the condition that at least one Director of the corporation will be a person who is a member of the Association of Professional Engineers of Ontario, to be evidenced by a Certificate of the Registrar of the Association, which must accompany the articles when delivered.
- ☒ 8. As the word "Association" is included in the proposed name, the name has been approved on the condition that evidence will accompany the application for incorporation to the effect that a substantial number of the persons indicated in the name will be members of the association.
- ☐ 9. The proposed name has been approved on the condition that the articles/application will be accompanied by the consent, under seal, of
- ☐ 10. The proposed name has been approved on the condition that the articles/application will be accompanied by the undertaking, under seal, of the corporation indicated in paragraph 9 above, to change its name or to dissolve within six months of incorporation of the new corporation.
- ☐ 11. The proposed name has been approved on the condition that the application for incorporation will be accompanied by the consent of the existing organization with its undertaking to discontinue using the unincorporated name within six months of the new corporation. This should take the form of a certified copy of a resolution passed at a meeting of members, authorizing certain designated persons to apply for letters patent.
- ☐ 12. If desired, the proposed name may be reserved for a period of 90 days. The request for reservation should be made by checking box for paragraph no. 15 and returning this name search report to the Companies Division together with a fee of \$10. All cheques and money orders should be made payable to the Treasurer of Ontario. (The Business Corporations Act)
- ☒ 13. If desired the proposed name may be reserved for a period of 60 days. The request for reservation should be made by checking box for paragraph no. 16 and returning this name search report to Companies Division together with a fee of \$2. All cheques and money orders should be made payable to the Treasurer of Ontario. (The Corporations Act)
- ☐ 14. Other:

STATTON & WEBSTER
BARRISTERS & SOLICITORS

ROBERT B. STATTON
WILLIAM C. WEBSTER

SUITE 924 - 390 BAY STREET
TORONTO, ONTARIO M5H 2Y2
TELEPHONE 863-9631

April 1, 1980

Ministry of Consumer and
Commercial Relations
Companies Division
555 Yonge Street
Toronto, Ontario
M7A 2H6

Dear Sirs:

Re: Ontario Concrete & Drain Contractors
Association

Please be advised that we are the solicitors acting on
behalf of the proposed Association and submit the following
information in reply to the Deficiency Notice dated March 19, 1980.

→ Invitations were sent to all of the concrete and drain
contractors in Ontario to join the Association and a substantial
number of the contractors have indicated that they do intend to
become members of the Association.

Yours truly,

STATTON & WEBSTER

R B Statton/jr

Robert B. Statton

RBS/jr

*FOR
MICROFILMING*

THIS FORM TO BE FORWARDED FIRST FOR NAME SEARCH AND APPROVAL AND WHEN APPROVED MUST ACCOMPANY THE ARTICLES OR APPLICATION. FAILURE TO ENCLOSE THE APPROVED REPORT WILL DELAY THE PROCESSING OF YOUR ARTICLES BY AT LEAST SIX WORKING DAYS.

IF A VARIATION OF THE APPROVED NAME IS DESIRED, THE APPROVED NAME SEARCH REPORT MUST BE RETURNED TO CORPORATION NAMES SECTION

SEE REVERSE SIDE FOR CONDITIONS AND ADDITIONAL REQUIREMENTS

0438937

NAME SEARCH REPORT NO. 25		Date Originated Sept 18/79	Date Completed
Name Requested First Choice ONTARIO CONCRETE & DRAIN CONTRACTORS ASSOCIATION			
Second Choice			
Third Choice			
Please Complete Shaded Area	Name and Address For Statutory Search Registered		General Objects
	Mr. Station Barrister 390 Bay St. Ste 924 Toronto Ont. M5H 2T2		
Significance of the Key Word:	<input type="checkbox"/> Person's Name	<input type="checkbox"/> Place Name	<input type="checkbox"/> Coined Word
Proposed Name Requires For:	<input type="checkbox"/> Incorporation With Share Capital	<input checked="" type="checkbox"/> Incorporation Without Share Capital	<input type="checkbox"/> Change of Name
If Change of Name of Existing Corporation Give Present Name:		Foreign Language and Meaning NAME CLEARED SEP 20 1979	

Report: This name search report is checked only against the corporate names of corporations incorporated or authorized to carry on business in Ontario. The check does not include the names of partnerships, proprietorships, business names, trade names and trademarks.

- Ontario Concrete Pipe Association? 077726
- Ontario Concrete Finishing Ltd 0412777
- Ontario Concrete Pumping Ltd 0392631
- Ontario Building Officials Association 0319370
- Ontario Contracting Co Ltd 717581
- Ontario Contractors of Construction Services 1149121
- Ontario General Contractors Association 045966
- Ontario Masonry Contractors Association 0204929
- Ontario Ready Mix Concrete Ltd T 34091
- Ontario Slurries and Shotcrete Contractors 0245007
- The Ontario Concrete Construction Industry Council
- Ontario Plumbing & Heating Association 0446111
- * Ontario Ready Concrete Manufacturers 0322400
- Concrete Floor Contractors NAME CLEARED 0340111
- The Ontario Clay & Brick T 6022000
- Ontario Prefabricated Concrete Companies Services 1018555
- Association of Ontario Trade Contractors 0101215

ARTICLES OF INCORPORATION

RE: Ontario Concrete & Main Contractors Assoc. FO 20 2 9 1371511 006.100.00

AMOUNT 100.00

DATE 3/11/80

APPLICATION FOR INCORPORATION OF A
CORPORATION WITHOUT SHARE CAPITAL

TO THE LIEUTENANT GOVERNOR OF ONTARIO

MARIO BELVEDERE OF THE TOWN OF
VAUGHAN IN THE MUNICIPALITY OF YORK DRAIN CONTRACTOR
(names in full)
(county or district)

PETER PLASTINA OF THE BOROUGH OF
ETOBICOKE IN THE MUNICIPALITY OF METROPOLITAN TORONTO / DRAIN CONTRACTOR
(names in full)
(county or district)

NICK SALVATORE OF THE CITY OF
BRAMPTON IN THE MUNICIPALITY OF PEEL DRAIN CONTRACTOR
(names in full)
(county or district)

PAT PELLITTERI OF THE TOWN OF
VAUGHAN IN THE MUNICIPALITY OF YORK DRAIN CONTRACTOR
(names in full)
(county or district)

JOHN SIMONE OF THE TOWN OF
VAUGHAN IN THE MUNICIPALITY OF YORK DRAIN CONTRACTOR
(names in full)
(county or district)

GINO DIGENOVA OF THE BOROUGH OF
YORK IN THE MUNICIPALITY OF METROPOLITAN TORONTO / DRAIN CONTRACTOR
(names in full)
(county or district)

TONY BIFOLCHI OF THE BOROUGH OF
YORK IN THE MUNICIPALITY OF METROPOLITAN TORONTO / DRAIN CONTRACTOR
(names in full)
(county or district)

OF THE OF
(names in full)
(county or district)

OF THE OF
(names in full)
(county or district)

OF THE OF
(names in full)
(county or district)

OF THE OF
(names in full)
(county or district)

WE, THE APPLICANTS, HEREBY APPLY TO YOUR HONOUR TO ISSUE, BY LETTERS PATENT, A CHARTER UNDER THE CORPORATIONS ACT CONSTITUTING US AND ANY OTHERS WHO BECOME MEMBERS OF THE CORPORATION WITHOUT SHARE CAPITAL THEREBY CREATED A CORPORATION WITHOUT SHARE CAPITAL AND IN SUPPORT THEREOF STATE THE FOLLOWING:

1. EACH OF THE APPLICANTS IS EIGHTEEN OR MORE YEARS OF AGE.

2. THE NAME OF THE CORPORATION TO BE INCORPORATED IS ONTARIO CONCRETE & DRAIN CONTRACTORS ASSOCIATION

3 THE OBJECTS FOR WHICH THE CORPORATION IS TO BE INCORPORATED ARE

- (a) TO uphold and improve the standards of the Concrete and Drain Industry;
- (b) TO foster and advance the interests of those who are engaged in or who are directly or indirectly connected with or affected by the Concrete and Drain Industry;
- (c) TO keep its members informed on questions of public importance and or any proposed legislation affecting its members;
- (d) TO represent the members in any matters pertaining to the Building and Construction Industry;
- (e) TO promote suitable and desirable legislation affecting construction industry in all of its branches and oppose or support, as the case may be, any contemplated legislation by Municipal, Provincial, Federal or any other authority, insofar that it affects the construction industry;
- (f) TO establish and maintain liason and good relations between other sections of the Construction Industry, the design professions, owner/clients, general contractors and any governmental departments.
- (g) TO become an accredited employers' bargaining agent either alone or jointly with other associations or organizations under The Labour Relations Act or any other legislation substituted therefore or similar thereto as amended from time to time and to regulate relations between employers' and employees in the Construction Industry and represents such employers' in collective bargaining within the Concrete and Drain sector of the Construction Industry in any geographic area as defined under The Labour Relations Act.

"SEE ATTACHED"

4. THE HEAD OFFICE OF THE CORPORATION IS TO BE SITUATE MUNICIPALITY OF (state of municipality)
METROPOLITAN TORONTO IN THE JUDICIAL DISTRICT OF YORK
(name of municipality) (county or district)

IN THE PROVINCE OF ONTARIO.

3. (A)

- (i) TO acquire, preserve and disseminate information concerning the Concrete and Drain Industry.
- (j) TO bring about a greater uniformity in the customs and usages of those engaged in the Concrete and Drain Industry.
- (k) TO settle differences among its members.
- (l) TO make such rules and regulations governing the activities of members as may appear in their best interests.
- (m) TO exchange, publish and disseminate among the members educational, scientific, and professional information conducive to the orderly development and expansion of the Concrete and Drain Industry in Ontario and the improvement and use of construction products and processes.
- (n) TO aid and encourage the establishment of facilities for research and cost studies.
- (o) TO assemble and condense analytical and statistical information for the benefit of the members of the Corporation.
- (p) TO negotiate and enter into collective agreements with organized labour.
- (q) TO do all such things as made directly or indirectly, seem to be incidental, conducive, convenient, expedient or proper for the accomplishment of the objects of the Corporation.

	MARIO BELVEDERE	-	49 MONSTONE PLACE, WOODBRIDGE, ONT. L4L 2G2.
RESIDENCE ADDRESS	PETER PLASTINA	-	57 WOOD CREST DRIVE, ISLINGTON, ONT. M9A 4G3.
GIVING STREET	NICK SALVATORE	-	23 NOTTAWASAGA CRESCENT, BRAMPTON, ONT. L6Z 1B8.
NUMBER AND POSTAL CODE	PAT PELLITTERI	-	127 WAYNER HEIGHTS BLVD., WOODBRIDGE, ONT. L4L 2P6.
	JOHN SIMONE	-	6299 RUTHERFORD RD. S. WOODBRIDGE, ONT. L4L 1A7.
	GINO DIGENOVA	-	2334 SHEPPARD AVE. W. WESTON, ONT. M9M 1M3.
	TONY BIFOLCHI	-	2328 SHEPPARD AVE. W. WESTON, ONT. M9M 1M3.

✕✕

DATED THIS 12TH DAY OF DECEMBER, 19 79

SIGNATURES OF APPLICANTS

[illegible]

SIGNATURES OF APPLICANTS

Lester H. Thayer
Oscar W. Brown
John J. Greenman
Rich. Schwaetzer
Tom Rappaport
Edw. M. Fisher
[Large stylized signature]

9. ON AN APPLICATION FOR LETTERS PATENT, SUPPLEMENTARY LETTERS PATENT OR AN ORDER, THE
LIEUTENANT GOVERNOR MAY GIVE THE CORPORATION A NAME DIFFERENT FROM ITS PROPOSED OR EXISTING
NAME, MAY VARY THE OBJECTS OR OTHER PROVISIONS OF THE APPLICATION AND MAY IMPOSE SUCH
CONDITIONS AS HE DEEMS PROPER.

127 (1). A CORPORATION, EXCEPT A CORPORATION TO WHICH PART V OR VI APPLIES, SHALL BE CARRIED ON WITHOUT THE PURPOSE OF GAIN FOR ITS MEMBERS AND ANY PROFITS OR OTHER ACCRETIONS TO THE CORPORATION SHALL BE USED IN PROMOTING ITS OBJECTS AND THE LETTERS PATENT SHALL SO PROVIDE, AND WHERE A COMPANY IS CONVERTED INTO A CORPORATION, THE SUPPLEMENTARY LETTERS PATENT SHALL SO PROVIDE.

6. The applicants request that the following provisions may be contained in the letters patent;

- (1) The Corporation shall be carried on without the purpose of gain for its members and any profits or other accretions of the Corporation shall be used in promoting its objects;
- (2) Upon the dissolution of the Corporation and after the payment of all debts and liabilities, the remaining property of the Corporation shall be distributed or disposed of to charitable organizations which carry on their work solely in Ontario;
- (3) The directors shall serve without remuneration and no director shall directly or indirectly receive any profit from his position as such; provide that a director may be paid reasonable expenses incurred by him in the performance of his duties.

AFFIDAVIT OF WITNESS

PROVINCE OF ONTARIO }
JUDICIAL DISTRICT OF YORK }
TO WIT }
IN THE MATTER OF THE CORPORATIONS ACT AND OF THE APPLICATION
OF MARIO BELVEDERE
AND OTHERS FOR INCORPORATION AS ONTARIO CONCRETE
& DRAIN CONTRACTORS ASSOCIATION

I, TERRI BEREZIN
(names in full)
OF THE CITY OF TORONTO IN THE MUNICIPALITY OF
METROPOLITAN TORONTO IN THE PROVINCE OF ONTARIO, LEGAL SECRETARY
(calling)

MAKE OATH AND SAY THAT:

1. I WAS PERSONALLY PRESENT AND DID SEE THE WITHIN APPLICATION DULY SIGNED AND EXECUTED BY
MARIO BELVEDERE GINO DIGENOVA
PETER PLASTIQA TONY BIFOLCHI
NICK SALVATORE
PAT PELLITTERI
JOHN SIMONE

THE APPLICANTS THERE TO.

2. I KNOW THE APPLICANTS
3. I AM A SUBSCRIBING WITNESS TO THE APPLICATION.

SWORN BEFORE ME AT THE CITY
OF TORONTO IN THE MUNICIPALITY
OF METROPOLITAN
OF TORONTO THIS 12TH
DAY OF DECEMBER 1979
A.D. 19

Terri Berezin
(signature of witness)

[Signature]
(signature of a commissioner, notary public, etc.)

AFFIDAVIT OF BONA FIDES

PROVINCE OF ONTARIO
JUDICIAL DISTRICT OF YORK
TO WIT:
IN THE MATTER OF THE CORPORATIONS ACT AND OF THE APPLICATION
OF MARIO BELVEDERE
AND OTHERS FOR INCORPORATION AS ONTARIO CONCRETE
& DRAIN CONTRACTORS ASSOCIATION

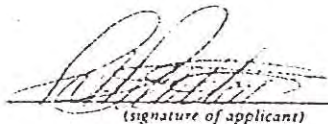
I, PAT PELLITTERI
OF THE TOWN OF VAUGHAN IN THE REGIONAL MUNICIPALITY OF YORK
IN THE PROVINCE OF ONTARIO, (calling)


MAKE OATH AND SAY THAT:

1. I AM ONE OF THE APPLICANTS HEREIN.
2. I HAVE A KNOWLEDGE OF THE MATTER AND THE STATEMENTS IN THE ANNEXED APPLICATION CONTAINED ARE, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE IN SUBSTANCE AND IN FACT.
3. EACH OF THE APPLICANTS SIGNING THE APPLICATION IS OF EIGHTEEN OR MORE YEARS OF AGE AND HIS NAME AND DESCRIPTION HAVE BEEN ACCURATELY SET OUT IN THE APPLICATION.
4. I HAVE SATISFIED MYSELF THAT NO PUBLIC OR PRIVATE INTEREST WILL BE PREJUDICIALLY AFFECTED BY THE INCORPORATION OF THE CORPORATION AFORESAID.
5. TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE PROPOSED NAME OF THE CORPORATION IS NOT OBJECTIONABLE ON ANY PUBLIC GROUNDS AND IS NOT THE SAME AS OR SIMILAR TO THE NAME OF ANY KNOWN CORPORATION, ASSOCIATION, PARTNERSHIP, INDIVIDUAL OR BUSINESS SO AS TO BE LIKELY TO DECEIVE.

6. THE APPLICATION IS MADE IN GOOD FAITH AND IS NOT MADE FOR ANY IMPROPER PURPOSE.

SWORN BEFORE ME AT THE CITY
OF TORONTO IN THE MUNICIPALITY
OF METROPOLITAN TORONTO THIS 12TH
DAY OF DECEMBER, A.D. 1979


(signature of applicant)


(signature of a commissioner, notary public, etc.)

12

PLEASE READ
INSTRUCTIONS AND INFORMATION
ON REVERSE SIDE

FORM 1

ONTARIO CONCRETE & DRAIN CONTRACTORS ASSOCIATION		43895
APRIL 5, 1980	LETTER PATENT	JURISDICTION IF NOT ONTARIO
801 ARROW ROAD WESTON, ONTARIO		POSTAL CODE M9M 2L4 APRIL 5, 1980
7 PRINCIPAL PLACE OF BUSINESS IF DIFFERENT FROM HEAD OFFICE N/A		POSTAL CODE
8 PERSONS WHO SHOULD BE NOTICED		
A MARIO BELVEDERE	X	40 MONSTON PLACE, WOODBRIDGE ONTARIO L4L 5G2 APRIL 5, 1980
B PETER PLASTINA	X	57 WOOD CREST DRIVE, ISLINGTON ONTARIO M4B 1G3 APRIL 5, 1980
NICK SAGABURE	X	25 NOTLAWASAGA CRESCENT, BRAMPTON ONTARIO L6Z 1B8 APRIL 5, 1980
PAT PILLITTERI	X	177 KAYNER HEIGHTS BLVD. WOODBRIDGE ONTARIO L4L 5P6 APRIL 5, 1980
JOHN SIMONE	X	6230 RUTHERFORD ROAD SOUTH WOODBRIDGE, ONTARIO L4L 1A7 APRIL 5, 1980
GINO DIGENOVA	X	2553 SHEPPARD AVENUE WEST WESTON, ONTARIO M9M 1M5 APRIL 5, 1980
TONY BILLOCH	X	1518 SHEPPARD AVENUE WEST WESTON, ONTARIO M9M 1A6 APRIL 5, 1980
PAT PILLITTERI		177 KAYNER HEIGHTS BLVD. WOODBRIDGE ONTARIO L4L 5P6 APRIL 5, 1980
JOHN SIMONE		6230 RUTHERFORD ROAD SOUTH WOODBRIDGE, ONTARIO L4L 1A7 APRIL 5, 1980
10 PERSONS WHO SINCE LAST NOTICE HAVE BEEN EMPLOYED BY OR ASSOCIATED WITH THE CORPORATION (CHECK ONE) <input checked="" type="checkbox"/>		
<div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>RECEIVED</p> <p>APR 11 1980</p> <p>ONTARIO CONCRETE & DRAIN CONTRACTORS ASSOCIATION</p> <p>177 KAYNER HEIGHTS BLVD. WOODBRIDGE, ONTARIO</p> </div>		
11 PERSONS WHO SINCE LAST NOTICE HAVE BEEN EMPLOYED BY OR ASSOCIATED WITH THE CORPORATION (CHECK ONE) <input type="checkbox"/>		
12 PRINT NAME IN FULL		
JOHN SIMONE		<input checked="" type="checkbox"/> DIRECTOR <input type="checkbox"/> OFFICER <input type="checkbox"/> OTHER PERSON HAVING KNOWLEDGE OF THE AFFAIRS OF THE CORPORATION

* Applies only in the case of corporation with share capital

☐ SEE DEFICIENCY NOTICE
ON REVERSE SIDE

BY-LAW NO. 3

A By-law relating generally to the conduct of the affairs of the
ONTARIO CONCRETE & DRAIN CONTRACTORS ASSOCIATION

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BE IT ENACTED AND IT IS HEREBY ENACTED as a By-law of **ONTARIO CONCRETE & DRAIN CONTRACTORS ASSOCIATION** (hereinafter called the “Corporation”) as follows:

ARTICLE 1: DEFINITIONS

1. In this By-law and all other by-laws and resolutions of the Corporation, unless the context other requires:
 - (a) “Act” means the *Corporations Act* (Ontario) as the same may be amended or replaced;
 - (b) “by-law” means all by-laws of the Corporation, as amended from time to time;
 - (c) “Executive Board of Directors” has the same meaning as the “Board of Directors” contemplated by the Act.

ARTICLE 2: HEAD OFFICE

2. The head office of the Corporation shall be located in the City of Vaughan, in the Province of Ontario, subject to change by special resolution, being a resolution passed by the Executive Board of Directors and confirmed by two-thirds (2/3) of the votes cast at a general meeting of members.

ARTICLE 3: SEAL

3. Any Corporate seal adopted by the Executive Board of Directors shall be the seal of the Corporation.

ARTICLE 4: OBJECTS

4. The objects of the Corporation are as follows:
 - (a) To establish and promote a general employer-employee policy which will lead to a sound and harmonious relationship with any bargaining agent representing employees of members of the Corporation;
 - (b) To collect, compile, study and disseminate information with respect to all matters relating to the employer-employee relationship;
 - (c) To represent all members in negotiation, general application and administration and interpretation of collective agreements and arbitration of labour disputes;

- (d) To promote and maintain improved methods of business by members;
 - (e) To represent members in their relations with professional bodies and related associations;
 - (f) To promote and improve tendering procedures;
 - (g) To increase the knowledge, skill and proficiency of its members and of their employees;
 - (h) To represent, take an interest in or assist in any action brought by any member which action involves a matter of principal interest to members of the Corporation;
 - (i) To represent the members before Legislative Committees, Board of Inquiry, Commissions and other similar bodies concerned with matters of general interest to the members;
 - (j) To become an accredited employer's organization under the *Labour Relations Act* (Ontario);
 - (k) To do all other things as are necessary or incidental to the promotion and attainment of the objects set out above.
5. For the purpose of carrying out its objects, the Corporation may borrow or secure the payment of money as the Executive Board of Directors may determine, but not however, without the sanction of the majority of the members if any sum so borrowed or secured is in excess of five hundred dollars (\$500.00).

ARTICLE 5: MEMBERSHIP

6. The membership of the Corporation shall consist of the applicants for Active membership as admitted by the Executive Board of Directors and whose place of business is located within the Province of Ontario, is engaged in the concrete and drain industry, and has paid such entrance fees, dues and assessments as fixed by the Executive Board of Directors and attends meetings on a regular basis.
7. (a) The membership of the Corporation shall also consist of the applicants for Affiliate membership as admitted by the Executive Board of Directors and whose place of business is located within the Province of Ontario and has paid such initiation fees, dues and assessments as authorized by the Executive Board of Directors;
- (b) The Secretary shall notify any member or members of any fees or special assessments at any time payable by them. Members shall be considered in arrears thirty (30) days after the due date, following which such member may be subject to discipline in accordance with a breach of the Code of Ethics;

- (c) Re-instatement of any such member may be considered by the Executive Board of Directors.
- 8. Each member, upon acceptance, shall be furnished with a copy of this By-law of the Corporation and the Code of Ethics as adopted by the Corporation from time to time.
- 9.
 - (a) An application for membership in the Corporation shall be on forms prescribed by the Executive Board of Directors and shall be completed and submitted to the Executive Board of Directors for its consideration;
 - (b) Applications thereafter shall be referred to the membership for consideration at the next meeting and upon the approval of the membership and payment of the initiation fee or other fees that may from time to time be adopted, the applicant will become a member of the Corporation;
 - (c) Such applications shall be construed to be an undertaking to comply with this By-law and to all the by-laws, rules, regulations, Code of Ethics, and requirements of the Corporation which may from time to time be adopted.
- 10. Every member shall adopt the Corporation policies as are established from time to time and comply with the following:
 - (a) Consult the Executive Board of Directors or any committee established by the Executive Board of Directors before making any change in its industrial relations policy;
 - (b) Avail itself of the services of the Executive Board of Directors or any committee established in all labour disputes and grievances which are not settled in the normal course of the grievance procedure;
 - (c) Empower the Executive Board of Directors or any committee established by the Executive Board of Directors to negotiate with the aforesaid union in collective bargaining matters.
- 11. Each Active member shall be represented by an Officer or Director or other management personnel of the member company or firm who shall attend all meetings and be eligible to serve as an Officer or member of the Executive Board of Directors or a member on any committee of the Corporation.
- 12.
 - (a) The interests of a member in the Corporation are not transferable and lapses and ceases to exist upon his death or if a firm when he ceases to be a member by resignation or otherwise in accordance with this By-law of the Corporation;
 - (b) Any member which is adjudged bankrupt or which makes a voluntary assignment in bankruptcy, shall thereupon cease to be a member of the Corporation.

13. Members may resign by resignation in writing which shall become effective upon delivery of the same to the Executive Board of Directors.
14.
 - (a) Members may withdraw from membership in the Corporation by submitting a resignation in writing to the Secretary of the Corporation;
 - (b) Upon resignation by any member, the said member shall pay the dues and special assessments, if any, payable for the balance of the fiscal year.
15. In the event a member is found by the Executive Board of Directors, after due inquiry by a committee thereof, or otherwise, guilty of any violation of any of the provisions of this By-law and/or any rules, regulations or requirements of the Corporation, including the payment of dues and special assessments, or of conduct unbecoming to a member, the Executive Board of Directors may discipline the member in accordance with the Code of Ethics.

ARTICLE 6: EXECUTIVE BOARD OF DIRECTORS

16. The affairs of the Corporation shall be managed by the Executive Board of Directors who may exercise all such powers and do all such acts and things as may be exercised or done by the Corporation and are not by this By-law or any special resolution of the Corporation or by statute expressly directed or required to be done by the Corporation at a general meeting of members.
17. Every member of the Executive Board of Directors shall be eighteen years of age and, subject to the provisions of section 286 of the Act, and any amendments thereto.
18. Each member of the Executive Board of Directors shall be elected by the members of the Corporation at the annual general meeting and shall have a term of office, subject to the provisions, if any, of letters patent or supplementary letters patent of the Corporation, be for a fixed period of three (3) years from the date of election. At the termination of three (3) year period the President shall call a meeting for the purpose of electing a new Executive Board of Directors.
19. The office of an Executive Board of Directors member of the Corporation shall be vacated if:
 - (a) He becomes bankrupt or suspends payment or compounds with his creditors or makes an authorized assignment or is declared insolvent;
 - (b) He becomes mentally incompetent;
 - (c) He ceases to have the necessary qualifications of office;
 - (d) He is convicted of any criminal act; or
 - (e) By notice in writing to the Corporation stating that he resigns his office.

20. The members of the Corporation may, by resolution passed by at least two thirds (2/3) of the votes cast at a general meeting of which notice specifying the intention to pass such resolution has been given, remove any member of the Executive Board of Directors before the expiration of his term of office and may, by majority of the votes cast at that meeting, elect any person in his stead for the remainder of his term.
21. The Executive Board of Directors shall have power at any time to:
 - (a) Create additional offices;
 - (b) Appoint other persons to assist in performing its function as a Bargaining Committee during negotiations with any bargaining agent;
 - (c) Appoint a person to act as a designated Jurisdictional Representative under the provisions of the *Labour Relations Act* (Ontario) in disputes as to the assignment of work;
 - (d) Allow other associations or corporations sympathetic with the objects of the Corporation to become affiliated with the Corporation on such terms as the Executive Board of Directors may determine; and
 - (e) Levy ratably upon all or any members a special assessment sufficient to cover any expenses incurred by reason of any work or services authorized by the Executive Board of Directors for any other member.
22. The members of the Executive Board of Directors shall serve without remuneration and no member of the Executive Board of Directors shall directly or indirectly receive any profit from his position as such; provided that a member of the Executive Board of Directors may be paid or reimbursed for reasonable expenses incurred by him in the performance of his duties.

ARTICLE 7: VACANCIES, EXECUTIVE BOARD OF DIRECTORS

23.
 - (a) Vacancies on the Executive Board of Directors, however caused, may so long as a quorum of Executive Board of Directors members remain in office, be filled by the members of the Executive Board of Directors from among the qualified members of the Corporation, if they shall see fit to do so, otherwise such vacancy shall be filled at the next annual general meeting of the members at which the members of the Executive Board of Directors for the ensuing year are elected, but if there is not a quorum of members of the Executive Board of Directors, the remaining members of the Executive Board of Directors shall forthwith call a meeting of the members to fill such vacancy;
 - (b) If the number of members of the Executive Board of Directors is increased between the terms, a vacancy or vacancies, to the number of the authorized increase, shall thereby be deemed to have occurred, which may be filled in the manner above provided.

ARTICLE 8: MEETINGS OF THE EXECUTIVE BOARD OF DIRECTORS

24. Meetings of the Executive Board of Directors shall be held at such time and places within the Greater Toronto Area as the Executive Board of Directors may determine.
25.
 - (a) A meeting of the Executive Board of Directors may be convened at any time by the Secretary or any other member of the Executive Board of Directors upon the request of the President or any two (2) members of the Executive Board of Directors;
 - (b) Notice of any such meeting shall be mailed or delivered personally or sent by electronic means to each member of the Executive Board of Directors not less than two (2) days before the meeting; but any meeting of the Executive Board of Directors shall be a validly constituted meeting without notice if each member in writing waives notice of the said meeting.
26.
 - (a) For the first meeting of the Executive Board of Directors held immediately following the election of the Executive Board of Directors members, no notice of such meeting shall be necessary in order legally to constitute the meeting, provided that a quorum of the members of the Executive Board of Directors be present;
 - (b) For a meeting of the Executive Board of Directors at which a member of the Executive Board of Directors is appointed to fill a vacancy in the Executive Board of Directors no notice of such meeting shall be necessary to the newly appointed member.
27. If all the members of the Executive Board of Directors present at or participating in the meeting consent, a meeting of the Executive Board of Directors may be held by such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and a member of the Executive Board of Directors participating in the meeting by those means is deemed for the purpose of this By-law to be present at the meeting.
28. Questions arising at any meeting of the Executive Board of Directors shall be decided by a majority of votes. In case of any equality of votes, the President of the meeting in addition to his original vote shall have a second or deciding vote.

ARTICLE 9: QUORUM FOR MEETINGS OF EXECUTIVE BOARD OF DIRECTORS

29. At any meeting of the Executive Board of Directors a quorum shall consist of a majority of the members of the Executive Board of Directors as then constituted, but less than a quorum shall have power to adjourn from time to time until a quorum is present.

ARTICLE 10: MEETINGS OF MEMBERS

30.
 - (a) Subject to compliance with section 293 of the Act and any amendments thereto the annual general meeting of the members shall be held in each year at a time and place within the Greater Toronto Area as selected by the Executive Board of Directors, on such day and at such time as the Executive Board of Directors may by resolution determine;
 - (b) At each annual general meeting there shall be presented the annual report of the Executive Board of Directors, and such other information or material relating to the Corporation's affairs as, in the opinion of the Executive Board of Directors, is of interest or importance, and a financial statement of the Corporation shall be made available at such meeting.
31.
 - (a) Meetings of the members may be convened by order of the President for any date and time and at any place within the Greater Toronto Area as and when called for by the Executive Board of Directors;
 - (b) Members shall attend all meetings;
 - (c) Any member who:
 - (i) Fails to attend three (3) meetings in one year; and
 - (ii) Does not inform the President or any other member of the Executive Board of Directors of his absence prior to the meeting taking place; or
 - (iii) Is more than fifteen (15) minutes late for three consecutive meetings;

shall be considered as being in violation of this By-law, and be subject to the provisions of the Code of Ethics.

ARTICLE 11: NOTICE OF MEETINGS OF MEMBERS

32. A printed, written or typewritten notice of a meeting of members, stating the day, hour and place of the meeting and the general nature of the business to be transacted shall be delivered, sent through the post, postage prepaid, or sent by any means of wire or wireless or any other form of transmitted or recorded communication, at least ten (10) days (exclusive of the day of delivery, mailing or sending by any means of wire or wireless or any other form of transmitted or recorded communication and of the day for which notice is given) before the date of such meeting to each member at his address as it appears on the books of the Corporation and if no address is given therein then to the last address of each such member known to the Executive Board of Directors; provided always that a meeting of members may be held for any purpose on any date and at any time and at any place within the Greater Toronto Area, without notice, if all the members are present in person at the meeting or if all the absent members shall have signified their assent in writing to such meeting being held. Notice of any meeting or any irregularity in any meeting or in the notice thereof may be waived by any member.

33. Each member shall register in writing with the Corporation its current and updated post office address.
34. The accidental omission to give notice of any meeting or the non-receipt of any notice by any member or members shall not invalidate any resolution passed or any proceedings taken at any meeting.
35. An emergency meeting may be called by the Secretary or Treasurer at the request of the President at any time during the progress of the negotiations with a bargaining agent upon twenty-four (24) hours notice. Such notice shall be delivered, sent through the post, postage prepaid, or sent by any means of wire or wireless or any other form of transmitted or recorded communication.
36. General meetings may be called by the President at any time and shall be called by the Secretary upon receipt by him of a request in writing signed by not less than twenty-five percent (25%) of the members of the Corporation.

ARTICLE 12: VOTING AT MEETINGS OF MEMBERS

37. Every question submitted to any meeting of members shall be decided by a majority of votes and in case of an equality of votes the President shall not have a second or casting vote.
38. At any meeting the votes of those present shall in the first instance be by show of hands, but any member or the President of such meetings may demand a ballot.
39.
 - (a) Each Active member present at a meeting of the Corporation shall have the right to exercise one (1) vote on each question arising at meeting of members;
 - (b) Affiliate members do not have voting privileges.
40. Any member of the Corporation who is in arrears in its dues or any special assessments for sixty (60) days or more shall not be entitled to vote on any matter and shall not be entitled to inspect the books and records of the Corporation.
41.
 - (a) A member may, by means of a written proxy, appoint a proxy-holder to attend and act at a specific meeting of members, in the manner and to the extent authorized by the proxy.
 - (b) A proxy-holder must be an Officer or Director or a member of the Corporation.
42. At any meeting unless a poll is demanded a declaration by the President that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

43. In the absence of the President, the members present shall choose another member of the Executive Board of Directors as President and if no other member is present or if all the members present decline to act as President the members present shall choose one of their number to be President.
44. If at any meeting a poll is taken on the election of a President or on the question of adjournment it shall be taken forthwith without adjournment. If a poll is demanded on any other question it shall be taken in such manner and either at once or after adjournment as the President directs.
45. A demand for a poll may be withdrawn.
46. The President may with the consent of any meeting adjourn the same from time to time and no notice of such adjournment need be given to the member. Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

ARTICLE 13: QUORUM FOR MEETINGS OF MEMBERS

47. The presence of a majority of the members shall be a quorum for any meeting of members for the transaction of business. No business shall be transacted at any meeting unless the requisite quorum be present at the commencement of business.
48. Where an emergency meeting is called by the Secretary or Treasurer at the request of the President, provided that twenty-four (24) hours notice has been given to each member, fifty-one percent (51%) of the Active members of the Corporation appearing in person or represented by proxy shall constitute a quorum.

ARTICLE 14: OFFICERS

49. The Executive Board of Directors shall annually or oftener as may be required elect a President and appoint a Secretary and, if so authorized by a special resolution, may also elect a President of the Executive Board of Directors. The Executive Board of Directors if deemed advisable may appoint annually or oftener as may be required one or more Vice-Presidents, a Treasurer and one or more Assistant Secretaries and/or one or more Assistant Treasurers. All of the said officers shall be members of the Executive Board of Directors. Any two of the aforesaid offices except those of the President and Vice-President may be held by the same person. The offices of Secretary and Treasurer may in the discretion of the Executive Board of Directors be held by the same person who may but need not be known as the Secretary-Treasurer. The members of the Executive Board of Directors may appoint such other officers and agents as they shall deem necessary who shall have such authority and shall perform such duties as may from time to time be prescribed by the members of the Executive Board of Directors.

50. The Executive Board of Directors may fix the remuneration (if any) to be paid to officers of the Corporation who are not members of the Executive Board of Directors. All officers in the absence of agreement to the contrary shall be subject to removal by resolution of the Executive Board of Directors at any time with or without cause.
51. In case of the absence or inability to act of the President, a Vice-President or any other officer of the Corporation or for any other reason that the Executive Board of Directors may deem sufficient, the Executive Board of Directors may delegate all or any of the powers of such officer to any other officer or to any member of the Executive Board of Directors for the time being, provided that a majority of the Executive Board of Directors concurs therein.
52. Subject to the provisions of any special resolution providing for the election of a Chairman, the President shall, if present, preside at all meetings of the Executive Board of Directors and members.
53. The Vice-President or, if more than one, the Vice-Presidents in order of seniority shall be vested with all the powers and shall perform all the duties of the President in the absence or disability or refusal to act of the President. The Vice-President(s) shall have such powers and duties as may from time to time be assigned to him or them by the Executive Board of Directors.
54. The Secretary shall, when present, act as secretary of all meetings, shall have charge of the minute books of the Corporation and the documents and registers referred to in section 300 of the Act and shall perform such other duties as the Executive Board of Directors require of him, provided that the Secretary may request the Executive Director to carry out any of his responsibilities.
55. The Treasurer shall have the care and custody of all the funds and securities of the Corporation and shall deposit the same in the name of the Corporation in such bank or banks or with such depository or depositories as the Executive Board of Directors may direct and shall perform such other duties as the Executive Board of Directors require of him. He may be required to give such bond for the faithful performance of his duties as the Executive Board of Directors in their uncontrolled discretion may require and no member of the Executive Board of Directors shall be liable for failure to require any bond or for the insufficiency of any bond or for any loss by reason of the failure of the Corporation to receive any indemnity thereby provided.
56. The Executive Board of Directors may from time to time appoint an Executive Director and may delegate to him full authority to manage and direct the business and affairs of the Corporation (except such matters and duties as by law must be transacted or performed by the Executive Board of Directors or by the members in general meeting) and to employ and discharge agents and employees of the Corporation or may delegate to him any lesser power. He shall conform to all lawful orders given to him by the Executive Board of Directors of the Corporation. He shall at all reasonable times give to the Executive Board of Directors or any of them all information they may require regarding the affairs of the Corporation.

57. If a vacancy shall occur in any office by reason of death, resignation, disqualification or otherwise the Executive Board of Directors, so long as there is a quorum of members in office, may by resolution elect or appoint a person to fill such vacancy.

ARTICLE 15: COMMITTEES

58. The Executive Board of Directors may from time to time as deemed necessary appoint committees consisting of such number of members as may be deemed desirable and may prescribe their duties.
59. Any committee so appointed may meet for the transaction of business, adjourn and otherwise regulate its meetings as it thinks fit. Until otherwise determined by the President, two members of the committee shall be a quorum. Questions arising at any meeting of a committee shall be decided by a majority of votes and in case of an equality of votes the President shall not have a second or casting vote.

ARTICLE 16: COLLECTIVE BARGAINING

60. The Executive Board of Directors of the Corporation and any other representative of members who so wish, shall act as a Bargaining Committee for all members of the Corporation in negotiating collective bargaining agreements and renewals thereof, with or without modification, with any bargaining agent covering employees of the members of the Corporation who are engaged in work at construction sites in Ontario, and all such members of the Corporation by becoming members, thereby constitute the said Executive Board of Directors as their bargaining agent to conduct negotiations with the said bargaining agent or agents as may from time to time be required.
61. Before commencement of any negotiations for a collective bargaining agreement or renewal thereof with any bargaining agent, a meeting of the membership of the Corporation shall be held to discuss the policy to be followed by the Executive Board of Directors and the Executive Board of Directors shall thereafter follow the policy as laid down by such special meeting of the membership and shall not depart there from without further authorization by a majority vote of the members of the Corporation at a further special or emergency meeting called for that purpose.
62. No member of the Corporation shall enter into any negotiations or any current collective bargaining agreement with any bargaining agent, union or unions covering those of its employees who are engaged in work at construction sites in Ontario, without first having obtained the approval of the members at a special or emergency meeting.
63. No member may withdraw from membership while negotiations with a bargaining agent are in progress. This is, between the time of the first meeting for negotiations with the union and the signing of a Collective Bargaining Agreement.
64. Where circumstances are such that a lock-out of any of the employees represented in the negotiations provided for by this By-law can lawfully take place after 2016 and

subject to the provisions of the Collective Agreement and where at a special or emergency meeting of the members of the Corporation duly called for that purpose, it is decided by a majority vote of the votes cast that such a lock-out shall be called, then each member of the Corporation shall abide by such decision and shall enforce a lock-out of those of its employees who come within that category at such time that may be decided by said meeting.

65. Where it appears to the Executive Board of Directors of the Corporation that rights of any member is being infringed by the unlawful action taken by or on behalf of any trade union or union officer, the Executive Board of Directors may in its discretion take whatever action it deems necessary to protect the rights of such member and may retain whatever legal assistance is required in order to effectively protect such rights. Where a grievance which affects the interests of the members generally is processed for arbitration, the Executive Board of Directors may if it deems it expedient to do so, furnish whatever assistance it considers necessary in the conduct of the arbitration, including the provision of legal assistance if deemed advisable.

ARTICLE 17: PROTECTION

66. Every officer, member of the Executive Board of Directors and member who has undertaken or is about to undertake any liability on behalf of the Corporation and their heirs, executors and administrators of estate and effects, respectively, may from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against:
- (a) All costs, charges and expenses whatsoever that he sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against him, for or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by him, in or about the execution of the duties of his office;
 - (b) All other costs, charges and expenses, including travelling and other expenses properly incurred by him in attending meetings, that he sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his own willful neglect or default.
67. (a) No member of the Executive Board of Directors shall be liable for the acts, receipts, neglects or defaults of any other officer or employee or for joining in any receipt or act for conformity or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Executive Board of Directors for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Corporation shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or corporation with whom or which any moneys, securities or effects shall be lodged or deposited or for any other loss, damage or misfortune whatever which may happen in

the execution or supposed execution of the duties of his respective office or trust or in relation thereto unless the same shall happen by or through his own willful act or his own willful default;

- (b) The Executive Board of Directors shall cause the Corporation to maintain adequate directors' and officers' liability insurance.

ARTICLE 18: VOTING SHARES AND SECURITIES

- 68. All of the shares or other securities carrying voting rights of any company or corporation held from time to time by the Corporation may be voted at any and all meetings of shareholders, bondholders, debenture holders, debenture stock holders or holders of other securities, as the case may be, of such other company or corporation and in such manner and by such person or persons as the Executive Board of Directors of the Corporation shall from time to time determine.

ARTICLE 19: CUSTODY OF SECURITIES

- 69. All shares and securities owned by the Corporation shall be lodged in the name of the Corporation with a chartered bank or a trust company or in a safety deposit box or, if so authorized by resolution of the Executive Board of Directors, with such other depositories or in such other manner as may be determined from time to time by the Executive Board of Directors.

ARTICLE 20: CHEQUES, DRAFTS AND NOTES

- 70. All funds of the Corporation shall be deposited in banks or depositories in the name of the Corporation upon resolution made by the Executive Board of Directors of the Corporation.
- 71. All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange may be executed on behalf of the Corporation in such a manner that the Executive Board of Directors may from time to time designate.

ARTICLE 21: EXECUTION OF INSTRUMENTS

- 72. The Executive Board of Directors shall have power from time to time by resolution to appoint any office or officers or any person or persons on behalf of the Corporation either to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing.
- 73. The term "contracts, documents or instruments in writing", as used in this By-law, shall include deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of property, real or personal, immovable or movable, agreements, releases, receipts and discharges for the payment of money or other obligations.
- 74. The signature or signatures of any officer or officers, person or person appointed as aforesaid by resolution of the Executive Board of Directors may be printed, engraved,

lithographed or otherwise mechanically reproduced upon any contracts, documents or instruments in writing or bonds, debentures or other securities of the Corporation and all contracts, documents or instruments in writing or bonds, debentures or other securities of the Corporation on which the signature or signatures of any of the foregoing officers or persons shall be so reproduced shall be deemed to have been manually signed by such officers or persons whose signature or signatures is or are so reproduced and shall be as valid to all intents and purposes as if they had been signed manually and notwithstanding that the officers or persons whose signature or signatures is or are so reproduced may have ceased to hold office at the date of the delivery or issue of such contracts, documents or instruments in writing or bonds, debentures or other securities of the Corporation.

75. The Executive Board of Directors may appoint from time to time any member of the Executive Board of Directors to execute on behalf of the Corporation, bills of exchange, contracts or other instruments generally, or specified bills of exchange, contracts or other instruments.

ARTICLE 22: FINANCIAL YEAR

76. The fiscal year of the Corporation shall commence on the 1st day of January and shall end on the 31st day of December in each year.
77. After the close of each fiscal year, the financial statements of the Corporation for the preceding fiscal year shall be prepared for the Executive Board of Directors who shall make same available at the annual general meeting of the Corporation. The accountant's report shall state whether, in his opinion, such statement presents fairly the financial position of the Corporation and the results of its operations for the period under review. The accountant shall have the right of access at all times to all records, documents, books, accounts and vouchers of the Corporation.
78. All books and records of the Corporation shall be open for inspection by any member who is in good standing at any time during business hours at the offices of the Corporation.

ARTICLE 23: INTERPRETATION

79. The pronouns "he, his, and him" appearing in this By-law are used in their generic sense and should be understood to include both men and women.
80. The affairs of the Corporation shall be managed in such a way that there shall be no discrimination against any person because of his race, creed, colour, nationality, ancestry or place of origin.

ARTICLE 24: ENACTMENT AND AMENDMENT OF BY-LAW

81. This By-law and any amendment hereto shall come into force upon approval of the Executive Board of Directors and its confirmation by two-thirds (2/3) of the votes

cast at a general meeting of the members of the Corporation which is duly called for considering such action.

82. Upon this By-law coming into force, By-law No. 1 of the Corporation is repealed provided that such repeal shall not affect the previous operation of such By-law so repealed or affect the validity of any act done or right, privilege, obligation or liability acquired or incurred under the validity of any contract or agreement made pursuant to any such By-law prior to its repeal.
83. All officers and the persons acting under such By-law so repealed shall continue to act as if appointed under the provisions of this By-law and all resolutions of the shareholders or Executive Board of Directors with continuing effect passed under such repealed By-law shall continue good and valid except to the extent inconsistent with this By-law and until amended or repealed.

The undersigned President and Treasurer of the Corporation hereby certify that the foregoing By-law No. 2 was consented to as By-law No. 2 of the Corporation by the Executive Board of Directors of the Corporation at their meeting held on the ____ day of _____, 2011.

DATED the ____ day of _____, 2011.

- President

- Treasurer

The undersigned President and Treasurer of the Corporation hereby certify that the foregoing By-law No. 2 was confirmed as By-law No. 2 of the Corporation by the members of the Corporation at their meeting held on the ____ day of _____, 2011.

DATED the ____ day of _____, 2011.

- President

- Treasurer

ONTARIO LABOUR RELATIONS BOARD

OLRB Case No.: NEW FILE

ACCREDITATION – APPLICANT’S (EMPLOYER ASSOCIATION’S)

LIST OF EMPLOYERS IN PROPOSED UNIT

List (alphabetically arranged) of all employers in the proposed unit of employers set out in the Application on behalf of whose employees the Responding Party is entitled to bargain as of the Application Date.

Instructions

1. Under "Source of Bargaining Rights" indicate whether the responding party is entitled to bargain as a result of a collective agreement, a recognition agreement or a certificate of the Labour Relations Board that has not yet resulted in a collective agreement.
2. Under "Relevant Date" give the date of the collective agreement, recognition agreement or certificate, as the case may be.

Name, address, telephone number and facsimile number of Employer	Source of Bargaining Rights	Relevant Date
1. Basecrete Inc. 78 Millwick Drive Toronto, ON M9L 1Y3 Tel: 905-265-9983 Fax: n/a	Collective agreement between the Ontario Concrete and Drain Contractors Association and Labourers’ International Union of North America, Local 183 (the “OCDCA Agreement”)	May 1, 2025 to April 30, 2028
2. Conforti Concrete Ltd. 834 Ormond Drive Oshawa, ON L1K 3B6 Tel: 905-718-9600 Fax: n/a	OCDCA Agreement	May 1, 2025 to April 30, 2028
3.The King-Con Corporation/King-Con Construction Ontario Ltd. 248 Birmingham Street Etobicoke, ON M8V 2C9 Tel: 416-798-8815 Fax: n/a	OCDCA Agreement	May 1, 2025 to April 30, 2028
4.Southcrete Inc. 151 Princess Anne Crescent Etobicoke, ON	OCDCA Agreement	May 1, 2025 to April 30, 2028

ONTARIO LABOUR RELATIONS BOARD

M9A 2R7 Tel: 647-550-7883 Fax: n/a		
5.Toronto Concrete & Drain Limited/Brentview 750 Millway Avenue, Unit 6 Concord, ON L4K 3T7 Tel: 416-249-2477 Fax: n/a	OCDCA Agreement	May 1, 2025 to April 30, 2028
6.Windmill Group Corporation/Windmill Construction Ltd./New Generation Stone Slingers Services 5121 First Line Milton, ON L9E 0J8 Tel: 905-636-8860 Fax: n/a	OCDCA Agreement	May 1, 2025 to April 30, 2028

This list has been prepared by me or under my instruction and I confirm that it is accurate.

Name: Lauren Ditschun, counsel for the Ontario Concrete and Drain Contractors Association

Date: December 19, 2025

Signature: 

(INCLUDE ADDITIONAL PAGES WHERE NECESSARY)



ONTARIO LABOUR RELATIONS BOARD

OLRB Case No: **0360-21-R**

Greater Toronto Sewer and Watermain Contractors Association, Applicant v
Labourers' International Union of North America, Local 183, Responding Party

ACCREDITATION CERTIFICATE

The Board accredits:

Greater Toronto Sewer and Watermain Contractors Association

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

1. All employers of employees engaged in sewer and watermain work for whom the Labourers' International Union of North America, Local 183 holds bargaining rights, performing the work identified in paragraph 2 below, in the City of Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and that portion of the Town of Milton within the geographic Townships of Esquesing and Trafalgar, and the Town of Ajax and the City of Pickering in the Regional Municipality of Durham (Board Area 8); the Regional Municipality of Durham (except for the Town of Ajax and the City of Pickering), the geographic Township of Cavan in the County of Peterborough and the geographic Township of Manvers in the City of Kawartha Lakes (Board Area 9); the Town of Cobourg, the Municipality of Port Hope, and the geographic Townships of Hope, Hamilton, Haldimand and Alnwick in the County of Northumberland (Board Area 10); the County of Peterborough (except for the geographic Township of Cavan), the City of Kawartha Lakes (except for the geographic Township of Manvers) and the County of Haliburton (Board Area 11); that part of Board Area 12 west of the Trent Severn Waterway; and the County of Simcoe and the District Municipality of Muskoka (Board Area 18).

2. The work covered by this accreditation certificate includes all work in the sewers and watermains sector on: (a) public property, (b) private property more than three feet from any building where the site is in excess of 1.5 hectares in size, but excludes work from the individual lot property line to the interior of new single family residential detached or semi-detached houses which are not townhouses or residential highrises

(condominiums or rentals), (c) private property that is ultimately assumed as an easement, right-of-way or road allowance by the federal, provincial or municipal government or any other governmental authority, and (d) an easement, right-of-way, private roadway or road allowance on residential end use private property sites greater than 1.5 hectares in size.

3. The bargaining unit excludes employers bound by and performing work under any of the following collective agreements in accordance with past or existing practices as at the date hereof:

- a. Collective Agreement between the Toronto and Area Road Builders' Association and a Council of Trade Unions acting as the representative and agent of Teamsters', Local 230 and Labourers' International Union of North America, Local 183 ("Local 183");
- b. Collective Agreement between the Residential Low Rise Forming Contractors' Association of Metropolitan Toronto and Vicinity and Local 183;
- c. Collective Agreement between various Landscaping Contractors and Local 183;
- d. Collective Agreement between various independent companies bargaining as the Restoration Contractors Association and Local 183;
- e. Collective Agreement between the Masonry Contractors' Association of Toronto Inc. and Masonry Council of Unions, Toronto and Vicinity, on behalf of Local 183 and the Bricklayers, Masons Independent Union of Canada, Local 1;
- f. Collective Agreement between various Plumbing Contractors and Local 183;
- g. Collective Agreement between various Fencing Contractors and Local 183;
- h. Provincial Civil Engineering Collective Agreement being a Collective Agreement between various civil contractors and the LiUNA Ontario Provincial District Council;
- i. Collective Agreement between The Ontario Allied Construction Trades Council and the Electrical Power Systems Construction Association;
- j. Collective Agreement between the Ontario Precast Manufacturers' Association and LiUNA, Ontario

Provincial District Council;

- k. Collective Agreement between Heavy Construction Association of Toronto and Local 183;
- l. Labourers' Mainline Pipeline Agreement for Canada between Pipe Line Contractors Association of Canada and Local 183;
- m. Labourers' Distribution Pipeline Agreement for Canada between Pipe Line Contractors Association of Canada and Local 183;
- n. Collective Agreement between The Ontario Formwork Association and the Formwork Council of Ontario;
- o. Collective Agreement between the Metropolitan Toronto Apartment Builders' Association and Local 183;
- p. Collective Agreement between the Toronto Residential Construction Labour Bureau and Local 183;
- q. Collective Agreement between the Residential Framing Contractors' Association of Metropolitan Toronto and Vicinity and Local 183;
- r. Collective Agreement between the Utility Contractors Association of Ontario and LiUNA, Ontario Provincial District and its affiliated Local Unions; and
- s. Collective Agreement between the Ontario Concrete & Drain Contractors' Association and Local 183.

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

Aquatech Dewatering Company
Armagh Contractors Limited
Atlas Dewatering Corporation
CDC Contracting Inc.
Coco Paving Inc.
Condrain Company 1983 Limited
Dolente Concrete & Drain Company Limited
Earth Boring Co. Limited
EBC Inc.
Fernview Construction Limited
Great North Drain Ltd.
Groundworks Construction Company Ltd.
Hard Rock Sewer and Watermain Ltd.
Kapp Infrastructure Inc.
Mar-King Construction Company Limited

Memme Excavation Company Limited
Mircam Pipe Inspection Inc.
New-Alliance Ltd.
North Rock Group Ltd.
PGC Services Inc.
Pilen Construction of Canada Limited
Primrose Contracting (Ontario) Inc.
Sewer Technologies Inc.
TACC Construction Ltd.
Trillium Infrastructure Ltd.

and such other employers for whose employees the Responding Party may, after May 19, 2021 obtain bargaining rights in the geographic areas and sectors set out in the above unit of employers described herein.

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

DATED: May 5, 2022



ONTARIO LABOUR RELATIONS BOARD

Catherine Gilbert

Registrar



ONTARIO LABOUR RELATIONS BOARD

OLRB Case No: **0487-21-R**

Greater Toronto Sewer and Watermain Contractors Association, Applicant v
International Union of Operating Engineers, Local 793, Responding Party

ACCREDITATION CERTIFICATE

The Board accredits:

Greater Toronto Sewer and Watermain Contractors Association

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

1. all employers of employees engaged in the operation of cranes, shovels, bulldozers and similar equipment and those primarily engaged in the repair and maintenance of same, for whom the International Union of Operating Engineers, Local 793 holds bargaining rights, performing the work identified in paragraph 2 below, in the City of Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and that portion of the Town of Milton within the geographic Townships of Esquesing and Trafalgar, and the Town of Ajax and the City of Pickering in the Regional Municipality of Durham (Board Area 8); the Regional Municipality of Durham (except for the Town of Ajax and the City of Pickering), the geographic Township of Cavan in the County of Peterborough and the geographic Township of Manvers in the City of Kawartha Lakes (Board Area 9); the Town of Cobourg, the Municipality of Port Hope, and the geographic Townships of Hope, Hamilton, Haldimand and Alnwick in the County of Northumberland (Board Area 10); the County of Peterborough (except for the geographic Township of Cavan), the City of Kawartha Lakes (except for the geographic Township of Manvers) and the County of Haliburton (Board Area 11); that part of Board Area 12 west of the Trent Severn Waterway; and the County of Simcoe and the District Municipality of Muskoka (Board Area 18).

2. The work covered by this accreditation certificate includes all work in the sewers and watermains sector on: (a) public property, (b) private property more than three feet from any building where the site is in excess of 1.5 hectares in size, but excludes work from the individual lot property line to the interior of new single family residential detached or semi-detached houses which are not townhouses or residential highrises (condominiums or rentals), (c) private property that is ultimately assumed as an easement, right-of-way or road allowance by the federal, provincial or municipal government or any other governmental authority, and (d) an easement, right-of-way, private roadway or road allowance on residential end use private property sites greater than 1.5 hectares in size.

3. The bargaining unit excludes employers bound by and performing work under any

of the following collective agreements in accordance with past or existing practices as at the date hereof:

- a. Schedule "A" to the Operating Engineers Provincial Agreement being the schedule between the Crane Rental Association of Ontario and the Ottawa Crane Rental Association and the International Union of Operating Engineers, Local 793 ("Local 793");
- b. Schedule "B" to the Operating Engineers Provincial Agreement being the schedule between the Ontario Association of Foundation Specialists and Local 793;
- c. Schedule "C" to the Operating Engineers Provincial Agreement being the schedule between the Ontario Erectors Association and Local 793;
- d. Schedule "D" to the Operating Engineers Provincial Agreement being the schedule between the Associated Earth Movers of Ontario and Local 793;
- e. Collective Agreement between Local 793 and the Toronto and Area Road Builders' Association;
- f. Collective Agreement between Local 793 and the Utility Contractors Association of Ontario;
- g. Collective Agreement between the Ontario Allied Construction Trades Council and the Electrical Power Systems Construction Association;
- h. Operating Engineers Mainline Pipeline Agreement for Canada between Pipe Line Contractors' Association of Canada and the International Union of Operating Engineers;
- i. Operating Engineers Distribution Pipeline Agreement for Canada between Pipe Line Contractors Association of Canada and International Union of Operating Engineers; and
- j. Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario.

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

Aquatech Dewatering Company
Armagh Contractors Limited
Atlas Dewatering Corporation
CDC Contracting Inc.
Coco Paving Inc.
Condrain Company 1983 Limited
Dolente Concrete & Drain Company Limited
Earth Boring Co. Limited
EBC Inc.
Fernview Construction Limited
Great North Drain Ltd.
Groundworks Construction Company Ltd.

Hard Rock Sewer and Watermain Ltd.
Kapp Infrastructure Inc.
Mar-King Construction Company Limited
Memme Excavation Company Limited
New-Alliance Ltd.
North Rock Group Ltd.
Pilen Construction of Canada Limited
Primrose Contracting (Ontario) Inc.
TACC Construction Ltd.
Trillium Infrastructure Ltd.

and such other employers for whose employees the Responding Party may, after June 04, 2021 obtain bargaining rights in the geographic areas and sectors set out in the above unit of employers described herein.

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

DATED: April 20, 2022



ONTARIO LABOUR RELATIONS BOARD

Catherine Gilbert

Registrar

The Labour Relations Act, 1995
Before the Ontario Labour Relations Board

Between:

Greater Toronto Sewer and Watermain Contractors Association,

Applicant,

- and -

Teamsters' Local Union 230 and a Council of Trade Unions acting as the
representative and agent of Teamsters' Local Union 230 and
Universal Workers Union, L.I.U.N.A. Local 183,

Responding Parties.

- and -

Ontario Concrete & Drain Contractors Association and Associated Earth Movers
of Ontario,

Intervenors.

Certificate

Upon the application of the applicant and in accordance with the provisions of the
Labour Relations Act, 1995 THIS BOARD DOETH CERTIFY Greater Toronto Sewer and Watermain
Contractors Association as the bargaining agent of:

1. All employers of truck drivers for whom the Teamsters' Local Union 230 has bargaining rights performing the work described below in the City of Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and that portion of the Town of Milton within the geographic Townships of Esquesing and Trafalgar, the Town of Ajax and the City of Pickering in the Regional Municipality of Durham, and Simcoe County. The work covered by this accreditation certificate consists of:

All sewer and watermain work including drainage, in the sewers and watermains sector of the construction industry, on private property more than three feet from any building, where the site is in excess of 1.5 hectares in size, save and except work from the individual lot property line to the interior of new single family residential detached or semi-detached houses which are not townhouses or residential highrises (condominiums or rentals).

2. Despite the generality of the foregoing, the aforementioned bargaining unit description is subject to the following exclusions from the bargaining unit of employers performing work under the following

collective agreements in accordance with past or existing practices as at the date hereof:

- (a) Collective Agreement between Teamsters' Local 230 and various Hauler Employers;
- (b) Collective Agreement between the Toronto Area Road Builders' Association and a Council of Trade Unions acting as the representative and agent of Teamsters, Local 230 and Universal Workers Union, L.I.U.N.A. Local 183;
- (c) Collective Agreement between the Associated Earthmovers of Ontario and Teamsters Local Union 230;
- (d) Collective Agreement between The Ontario Allied Construction Trades Council and the Electrical Power Systems Construction Association;
- (e) Teamsters Mainline Pipeline Agreement for Canada between the Pipe Line Contractors Association of Canada and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America; and
- (f) Teamsters Distribution Pipeline Agreement for Canada between Pipe Line Contractors Association of Canada and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

3. For the purposes of clarity, the Board declares that the unit of employers has been described to reflect work performed by employers of employees for whom the Responding Party has bargaining rights and shall not be construed as defining or limiting any sector in the construction industry.

4. This accreditation certificate is designed to augment the Applicant's bargaining rights granted to it by the Board in an accreditation certificate dated November 3, 1989 (Board File No. 1534-88-R).

The employers for whom the Greater Toronto Sewer and Watermain Contractors Association becomes the bargaining agent under this certificate are: Advice Contracting Limited, Alsi Contracting Ltd., Antonio Valente & Sons Limited, Armagh Contractors Ltd., Bess-Con Construction Ltd., BFC Utilities, AECON Utilities (Formerly BFC Utilities), Calder Hill Contracting Ltd., Carillion Construction, Clearway Construction Inc., C.M. Dipede Group Limited, Con-Drain Company (1983) Ltd., Con-Ker Construction Corp., Co-X-Co Construction Limited, Crown Drain Co. Ltd., Cucci Construction Limited, D'Andrea Contracting Co. Ltd., Daimerson Construction Co. Ltd., D'Orazio Infrastructure Group Limited, Dolente Concrete & Drain Co., Dom-Meridian Construction Ltd., Drainstar Contracting Ltd., Dufferin Construction Company, Earth Boring Company Ltd., Elmford Construction Company, Faga Group, Fernview Construction Limited, G. Macera Contracting Ltd., Goldmar Contracting Ltd., Lancorp Construction (formerly Goldmar Contracting), Hollingworth Construction Company, Jimmy Mack & Son Construction Ltd., King Cross Contracting Ltd., Lansco Construction Ltd., Maacon Construction Corporation, Maiella Contracting Sewer & Watermain (1989) Ltd., Mardave Construction (1990) Ltd., Mar-King Construction Company Limited, Memme Construction, North Rock Group Ltd., Pachino Construction Co. Ltd., Pentad Construction Limited, Pilen Construction of Canada Ltd., Power Contracting 1997 Limited, Principle Sewer & Watermain Co.

Ltd., Rymall Construction Inc., Sanan Construction, TACC Construction Company Ltd., Teston Pipelines Ltd., Timbel Limited, Topside Contracting Limited, UCL Marcott Group, Valentine Underground Services Ltd., Vipe Construction Ltd., Wardet Limited, Wasero Construction (1991) Ltd. and other such employers for whose employees the Teamsters' Local Union 230 and a Council of Trade Unions acting as the representative and agent of Teamsters' Local Union 230 and Universal Workers Union, L.I.U.N.A. Local 183, may after October 8, 1999 obtain bargaining rights through certification or voluntary recognition in the geographic area and sector set out in the unit of employers described herein.

This certificate is to be read subject to the terms of the Board's Decision(s) in this matter and, accordingly, the bargaining unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

DATED at Toronto this 13th day of December, 2002.

ONTARIO LABOUR RELATIONS BOARD

P. M. Grenier

Deputy Registrar

(SEAL)