

**COLLECTIVE AGREEMENT
LOW-RISE RESIDENTIAL BUILDERS AGREEMENT**

BETWEEN:

**CARPENTERS' DISTRICT COUNCIL OF ONTARIO, UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA ON ITS OWN BEHALF AND ON
BEHALF OF ALLIED CONSTRUCTION EMPLOYEES, LOCAL 1030**

("Union")

-and-

**CARRIAGE GATE INC.
(FORMERLY CARRIAGE GATE HOMES 2000 INC.)**

("Company")

Article 1— Object of Agreement

- 1.01 The purpose and the intent of this Agreement is to provide co-operation and harmony and to provide a channel through which information and adjustment of problems may be transmitted from one to another as well as to cover hours, wages and working conditions.
- 1.02 It is further agreed that the development of a proper relationship can only be achieved and maintained by a reasonable and sensible approach, recognizing that the best possible working conditions are the object of both parties.

Article 2 — Recognition

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all construction labourers, which includes all employees falling within all of the classifications set out in Appendix "A", employed by the Company in OLRB Area No. 26 in all sectors of the construction industry, other than the ICI sector, save and except non-working foremen and persons above the rank of non-working foreman.
- 2.02 Management personnel excluded from the bargaining unit shall not perform bargaining unit work, except in the case of instruction, emergency or experimentation.

Article 3 — No Discrimination

- 3.01 The Company and/or the Union shall not discriminate against employees with respect to terms and conditions of employment on the grounds of race, creed, color, age, sex, marital status, sexual orientation, religion, nationality, ancestry, or place of origin, or union membership or activity, or any other basis provided for in the *Ontario Human Rights Code*.

Article 4 — Management Rights

- 4.01 The Union acknowledges the right of the Company to manage its business in all respects, to direct the working force and to introduce new or improved methods and facilities.
- 4.02 The Union further acknowledges that it is the function of the Company to hire, direct, promote, demote, transfer and lay off employees and to suspend, discipline and discharge employees for just cause.
- 4.03 The management rights set out in Article 4.01 are subject to the other provisions of this Collective Agreement and, further, shall not be exercised in an unreasonable manner.

Article 5 — Union Security

- 5.01 All present employees, as a condition of employment, shall remain Union members in good standing. All new employees shall, as a condition of employment, become and remain members in good standing of the Union within thirty (30) working days of employment.
- 5.02 When it requires new employees, the Company is free to hire any member of the Union, who is in good standing, provided that any such employee receives a Union clearance slip prior to commencing work.
- 5.03 In the alternative to the provisions of Article 5.02 above, the Company shall contact the Union and request any additional employees for the work covered by this Collective Agreement. If the Union is unable to provide duly qualified members to the Company within forty-eight (48) hours of any such written request then the Company is free to hire such employees as it requires (and as the Union has been unable to supply) subject to the provisions of Article 5.01 above.
- 5.04 The Company agrees to deduct and remit union dues in the amounts set out in Appendix "A" and remit such dues by the 15th of the month following the month in which the deductions were made. Such remittances shall be made together with and in the same manner as all other contributions and deductions required by Article 9 of this Agreement.
- 5.05 The parties agree that the normal and regular work of the traditional direct employees of builders, as listed in Appendix "A" hereto, shall only be contracted and/or subcontracted to an entity which is in contractual relations with the Union.

Article 6 — Strikes and Lockouts

- 6.01 During the term of the Agreement the Company agrees that there shall be no lockouts and the Union agrees that there shall be no strikes.

Article 7 — Grievance and Arbitration

- 7.01 Should any difference arise between the Company and any of the employees, or between the Company and the Union, as to the administration, interpretation, application or

alleged violation of any of the provisions of the Agreement, an earnest effort shall be made to settle such differences without due delay in the following manner:

Step One:

The employee concerned and the Steward may, within seven (7) calendar days of the incident giving rise to the grievance, take the matter up with his foreman, who shall give his answer within seven (7) calendar days. Should the employee feel that his grievance has not been satisfactorily settled then;

Step Two:

Within (7) calendar days of receiving the decision under Step 1, the Union Business Representative may present the grievance to the Company's Manager. The Company is expected to render its decision within seven (7) calendar days;

Step Three:

Should the Union feel the grievance has not been satisfactorily resolved, it may be dealt with either as provided herein or pursuant to Section 133 of the *Labour Relations Act*.

- 7.02 The time limits set out in Article 9 may only be extended if agreed to, in writing, by the Union and the Company or as deemed appropriate by an arbitrator/board of arbitration with jurisdiction over the grievance.
- 7.03 In the case of any grievance involving the correct payment of wages to an employee, the matter may be taken up within three (3) months after the employee received his pay cheque for the period in which the grievance occurred or after the Union became aware of the alleged failure to pay correct wages.
- 7.04 Any difference(s) arising directly between the Company and the Union concerning the alleged violation of any provision of this Agreement may, if deemed necessary by either party, be submitted by either party to the other at Step 2 of the Grievance procedure, within fifteen (15) calendar days from the date on which the matter at issue arose.
- 7.05 In the event that any employee is disciplined or discharged from his employment, and believes that the action is without just cause, or is in violation of any of the provisions of the Agreement or relevant statute, shall be taken up at Step 2 of the grievance procedure, provided however that the grievance is filed within fourteen (14) calendar days from the date of the said action. In such cases, the employee will be advised in writing with a copy to the Union of the reason for his discipline or dismissal within fourteen (14) calendar days following the decision.
- 7.06 Should the Company and the Union fail to reach an agreement upon any grievance dealt with by them, then either party may refer it to an arbitrator, within thirty (30) calendar days after receiving the reply of the Company at Step 2, in accordance with the following provisions.
- 7.07 The parties will discuss the selection of a sole arbitrator to hear the case. Failing agreement, either party may request the Minister of Labour to appoint a sole arbitrator.
- 7.08 The arbitrator shall not make a decision inconsistent with this Agreement but shall only

consider the question(s) in dispute.

- 7.09 No matter shall be submitted to arbitration that has not been properly carried through all previous steps of the grievance procedure. In all discharge and discipline cases, an arbitrator shall have the power to substitute a lesser penalty that he or she considers just and equitable in all the circumstances. It is understood that time lost in such circumstances will not include overtime.
- 7.10 The cost of the arbitration shall be shared equally by the parties. Each party will pay for its own costs, including those of its representatives.

Article 8 — Holidays and Vacations

- 8.01 The following days shall be recognized as Statutory Holidays for the purposes of this Collective Agreement:

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

Any other day proclaimed as a statutory holiday by the Government of Canada or the Government of Ontario.

- 8.02 When any of the enumerated holidays outlined above falls on a Saturday or Sunday, the holiday or holidays shall be observed on the day or days following the weekend, except that Canada Day shall be observed on the day it falls and if it falls on a Saturday or a Sunday each employee in the bargaining unit shall receive a day off in lieu to be scheduled by agreement between the Company and the employee.
- 8.03 Employees shall be paid vacation and statutory holiday pay in the amount of eight (8%) percent of gross wages earned on a weekly basis. That part of the amount allocated to vacation pay shall be the minimum required by the *Employment Standards Act*, as amended from time to time, and the balance shall be in lieu of payment for statutory holidays. The company shall pay such amounts to the appropriate Vacation Pay Trust Fund. They shall be forwarded by first class mail postmarked no later than the fifteenth (15th) of the month following the month in which the hours have been earned or delivered by the twentieth (20th) day of the month following the month in which the hours were earned, in accordance with the provisions of Article 9.

Article 9 — Health and Welfare, Pension, Union Promo and Supplementary Union Dues

- 9.01 The Company shall contribute the amounts set out in Appendix "A" attached hereto for each hour earned by each employee for all funds and purposes provided for in Appendix "A", including for the health and welfare, training, pension and promo funds, and for supplementary union dues.
- 9.02 The contributions and/or deductions required by this Article, and/or Appendix "A", shall be made by the Company in the following manner:

- (a) Contribution and/or deductions shall be forwarded by first class mail, postmarked no later than the 15th day of the month following the month in which the hours have been earned, or delivered by the 20th day of the month following the month in which the hours have been earned, together with supporting information entered on a reporting form as designated by the Union. At no time shall the contributions and/or deductions be paid directly to the employee.
- (b) In the event the Company fails to forward or deliver contributions and/or deductions and supporting information in accordance with 9.02 (a) the Company shall pay to the Union, as liquidated damages and not as a penalty, an amount equal to five percent (5%) of the arrears for each month or part thereof (which is the equivalent of sixty percent per annum), from the due date for any delinquent contributions which are fifteen (15) or more days in arrears provided the Company has received five (5) days' prior written notice to correct such delinquency and has not done so.
- (c) Notice of delinquency shall be given by the Union to the parties affected. When the Company fails to forward or deliver delinquent contributions and/or deductions in accordance with the provisions of this agreement, the penalty provisions as expressed in 9.02(b) shall apply.

9.03 If the Company does not have any employees in its employ in a work month, it shall submit a nil report for each relevant month in accordance with the provisions of Article 9.02.

Article 10 — Reporting Allowance

10.01 When an employee reports for work as usual but is unable to commence work because of:

- (a) circumstances beyond his control, except inclement weather or labour disputes, he shall be paid for two (2) hours of work at his regular wage rate (including remittances etc.) plus any applicable travel allowance, or
- (b) in the case of inclement weather, he shall be paid for one (1) hour of work at his regular wage rate (including remittances etc.) plus any applicable travel allowance, for reporting to the jobsite;

provided that the employee remains on the jobsite during either of the periods set out in Article 10.01(a) and (b) above (whichever is applicable).

10.02 If reporting time occurs during Holidays (as defined herein), on a Saturday or Sunday or on an overtime shift, the applicable premium rates shall apply.

10.03 When instructed to wait beyond the periods set out in 10.01(a) or (b), the employee shall be paid, in addition to the reporting allowances, the applicable hourly rate (including remittances) for the shift for the period of the extended wait.

Article 11 — Business Representative and Steward

11.01 Business Representatives of the Union shall have access to all jobs or projects during working hours after first making his presence known at the site office (if such exists) and/or to the Company's management representative on the job or project (if one is present), but in no case shall such visits interfere with the progress of the work. In circumstances where the Company does not have the authority to allow access, the Company agrees to make a joint application with the Union to the owner to gain such access, at the time of the requested visit. Representatives, when on site, shall abide by all site regulations and safety and security rules as stipulated in the appropriate statutes and regulations.

11.02 The Company recognizes and agrees to the following with respect to Union stewards:

- (a) The Company acknowledges the right of the Union to appoint stewards, to a maximum of one (1) per jobsite, and the Company agrees to recognize such stewards. The Union undertakes to keep the Company informed of such appointments in writing. No discrimination shall be shown against a steward for carrying out his duty, but in no case shall his duties interfere with the general progress of the work.
- (b) The steward shall be one of the last two (2) employees on the jobsite provided he is qualified to perform the available work. In the event the jobsite is temporarily closed down such that no employees are working, on re-opening the jobsite, the steward shall be one of the first two (2) employees to be recalled.
- (c) A steward shall not be unreasonably excluded from a crew for overtime work provided he is willing and capable of performing the available work.

Article 12 — Hours of Work and Overtime

12.01 The following paragraphs and sections are intended only to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

12.02 The hours of work shall be a total of forty-four (44) hours per week, Monday to Friday.

12.03 Hours worked in excess of forty-four (44) hours per week and/or ten (10) hours per day, shall be paid at time and one half (1½).

12.04 An employee working at least five (5) consecutive hours shall receive an unpaid meal period of not less than one half (1/2) hour, and two ten (10) minute paid breaks.

12.05 All hours worked by an employee on Saturdays shall be paid at time and a half (1/2) the employee's regular hourly rate and all hours worked by an employee on Sundays and on any Holiday listed in this Agreement shall be paid at double time (2) the employee's regular hourly rate.

- 12.06 An employee who is required to work beyond his regular scheduled shift shall receive a ten (10) minute break commencing immediately after the completion of his regularly scheduled hours.
- 12.07 In case of lay-off, all workers shall receive two (2) hours' notice or two hours' pay in lieu thereof, in advance of the lay-off.
- 12.08 Whenever Records of Employment and pay cheques and vacation pay monies are not given to the employee at the time of termination, they shall be sent by the Company to the employee by registered mail to his or her last known address on file with the Company, within seventy-two (72) hours of the time of termination, failing which the Company shall pay damages to the employee in the amount of one (1) hour (pay and remittances) of the employee's regular rate for each day that such documents and/or monies owing are late.

Article 13 — Safety, Health and Sanitation

- 13.01 The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.
- 13.02 The Company shall provide protective clothing and equipment required for use in abnormal conditions or inclement weather. The employees shall return same to the Company after use. Employees must wear safety shoes during their working hours.
- 13.03 The Union may appoint a Health and Safety Representative for each jobsite and shall notify the Company, in writing, of all such appointments. If the Company, having been so advised by the Union, has any issues with the individual so appointed, the Union agrees that the Company may provide notice to the Union of this and thereafter the parties will meet to discuss any such appointment prior to the appointment taking effect.

Article 14 — Pre-Job Meeting and Temporary Transfer

- 14.01 If an employee is transferred to a lower rated position for a period of less than one month, he shall maintain his regular rate of pay.
- 14.02 The Company agrees that, upon written request from the Union, it will hold a "pre-job" meeting to discuss anticipated staffing levels and jurisdictional assignments and any other relevant issues, within five (5) working days of receiving such a request from the Union.

Article 15 — Gender

- 15.01 Wherever in the wording of this Collective Agreement the masculine gender is used, it shall be understood to include the feminine gender.

Article 16 — Wage Rate, and Benefits

- 16.01 The wage rates and other relevant monetary terms and conditions are set out in Appendix "A" attached here to and forming part of this Agreement.

16.02 Wages shall be paid weekly, or bi-weekly, either by cheque on the jobsite or by direct deposit on the Thursday of each week (or every other week in the case of bi-weekly payments) or by cash on the jobsite prior to 12 noon on the Friday of each week (or every other week in the case of bi-weekly payments). The Company agrees that it will not switch from paying weekly to paying bi-weekly without providing the Union at least four (4) weeks' notice.

16.03 Each employee shall receive a statement for each weekly pay, which shall indicate:

- (a) the name of the employer and the employee
- (b) the pay period
- (c) the total hours worked at straight time
- (d) the total hours worked at overtime
- (e) the hourly rate and applicable premiums
- (f) the amount of vacation and/or statutory holiday pays
- (g) details of all deductions
- (h) the address of the Company and/or other entity issuing any cheques or making any direct deposits


16.04 In the event that any employee working under this Collective Agreement is transferred to a different geographic area not covered by a specific, existing, wage schedule of this Collective Agreement then the provisions of Appendix A for new wage schedules shall apply unless the Company is bound to an existing collective agreement for such other geographic area(s).

Article 17 — Term of Agreement

17.01 This Agreement shall be in effect from May 1, 2020 until April 30, 2023, and from each three year period thereafter unless either party gives the other a written notice, not more than sixty (60) days prior to such expiry date, of its intention to terminate this Agreement or seek amendments to same, in which case this present Agreement shall remain in force during negotiations for its renewal or amendment, or until the conciliation procedures as required by legislation has been completed.

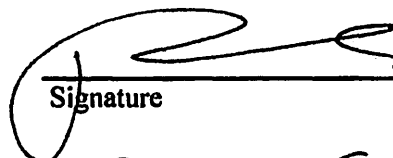
DATED AT Burlington AS OF THE 16th DAY OF November, 2022

FOR THE UNION


Signature

DURVAL TEIXEIRA
Print Name

FOR THE COMPANY


Signature

Ronnic Caraccioli
Print Name

APPENDIX "A"

ARTICLE 16 – JOB CLASSIFICATIONS, WAGE RATES AND BENEFITS

16.01 The following wage rates and job classifications shall be in effect:

Board Area 26

WAGE AND RELATED PAYMENTS FOR REGULARLY SCHEDULED DAYTIME HOURS

Labourer

Effective Date	Hourly Rate	Vacation & Holiday Pay 8%	Health & Welfare	Pension	Promo	Training	Total
October 1, 2020	\$25.94	\$2.08	\$2.50	\$2.10	\$0.05	\$0.25	\$32.92
May 1, 2021	\$26.69	\$2.13	\$2.60	\$2.20	\$0.05	\$0.25	\$33.92
May 1, 2022	\$27.43	\$2.19	\$2.70	\$2.30	\$0.20	\$0.25	\$35.07

Handyman

Effective Date	Hourly Rate	Vacation & Holiday Pay 8%	Health & Welfare	Pension	Promo	Training	Total
October 1, 2020	\$26.94	\$2.16	\$2.50	\$2.10	\$0.05	\$0.25	\$34.00
May 1, 2021	\$27.69	\$2.21	\$2.60	\$2.20	\$0.05	\$0.25	\$35.00
May 1, 2022	\$28.43	\$2.27	\$2.70	\$2.30	\$0.20	\$0.25	\$36.15

In addition to the above, handymen will receive a payment of \$500.00 per month to compensate them for the use of their personal vehicle and tools, it being understood that this payment will not be made in situations where the company provides a vehicle and the required tools or in situations where the company provides the required tools and where all of the work is to be performed at a single, high-rise, building.

Employee Deductions	Oct 1/20	May 1/21	May 1/22
Supplementary Union Dues Check-off	2%	2%	2%
**Monthly Dues (Paid directly to Local Union)	\$25.00	\$25.00	\$25.00

TRAINEES (for all board areas):

0 — 600 Hours	-	60% of wages – no pensions
601 — 1200 Hours	-	70% of wages
1201— 1800 Hours	-	80% of wages
1801— 2400 Hours	-	90% of wages
2400 and beyond	-	100% of wages

** Monthly Union dues may be altered by the Union from time to time upon 30 days' notice to the Company.

Should the Company perform work in any areas of the province other than those set out in this Appendix then it will provide notice of such anticipated work to the Union and the parties will

thereafter meet to agree upon the appropriate monetary schedule for such other geographic areas. If the parties are unable to agree upon the appropriate monetary schedule then the issues in dispute may be the subject of a grievance and/or referral to arbitration under this Collective Agreement and any Board of Arbitration/Arbitrator appointed and/or established under this Collective Agreement (or statute) with respect to any such grievance shall have the required jurisdiction to establish the appropriate monetary terms and conditions retroactive to the first day of work in the relevant geographic area(s).

LETTER OF UNDERSTANDING

BETWEEN:

**CARPENTERS' DISTRICT COUNCIL OF ONTARIO, UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA ON ITS OWN BEHALF AND ON
BEHALF OF ALLIED CONSTRUCTION EMPLOYEES, LOCAL 1030**

("Union")

-and-

**CARRIAGE GATE INC.
(FORMERLY CARRIAGE GATE HOMES 2000 INC.)**

("Company")

Re: Training


The parties agree that it is the responsibility of the Union to provide all required and necessary training for the employees covered by this Collective Agreement. Such training will include the Union providing training for the following:

- a) WHMIS;
- b) Working at Heights;
- c) Propane;
- d) Scissor Lift Operating; and,
- e) Any other training required by the Occupational Health and Safety Act and/or its regulations.

It is the intention of the Union to provide such training through its training centre. However, the Union recognizes and agrees that where its training centre is not able to provide the required training, and/or is not able to provide the required training in a timely manner, then the Union will outsource such training to an appropriate and qualified entity and will bear all of the costs attached thereto.


DATED AT Burlington AS OF THE 16th DAY OF November, 2020

FOR THE UNION


Signature

DURVAL TEIXEIRA
Print Name

FOR THE COMPANY


Signature

Pasquale Carnicelli
Print Name

LETTER OF UNDERSTANDING NO 2

BETWEEN:

**CARPENTERS' DISTRICT COUNCIL OF ONTARIO, UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA ON ITS OWN BEHALF AND ON
BEHALF OF ALLIED CONSTRUCTION EMPLOYEES, LOCAL 1030**
("Union")

-and-

**CARRIAGE GATE INC.
(FORMERLY CARRIAGE GATE HOMES 2000 INC.)**
("Company")

WHEREAS the Union and the Company are bound to a collective agreement;

AND WHEREAS over the years, certain unique terms and conditions of employment have arisen for employees of the Company within the bargaining unit of the Collective Agreement;


AND WHEREAS the Union and the Company are desirous of preserving certain of these unique practices given the unique circumstances of this Company;

NOW THEREFORE the Company and the Union agree as follows:

1. Subject to the restrictions and requirements set out in Article 5.05 of the Collective Agreement, the Union hereby agrees that the Company may contract and/or subcontract out other work to contractors and/or subcontractors regardless of union affiliation or lack thereof.
2. The Union agrees the Company may engage students as temporary help during the normal summer vacation periods. Such students shall not replace an existing bargaining unit employee and shall be limited to a maximum of one (1) student for each three (3) bargaining unit employees.
3. The Company and the Union agree that the following existing employees are excluded from, and do not form part of, the bargaining unit:
 - i. All site supers
 - ii. All sales personnel and office staff
 - iii. Students hired in accordance with paragraph 2 of this Letter

DATED AT Burlington AS OF THE 6^A DAY OF November, 2022

FOR THE UNION


Signature

DURVAL TERCEIRA
Print Name

FOR THE COMPANY


Signature

Rosanne Corradini
Print Name