

RESIDENTIAL BUILDERS COLLECTIVE 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-

ATRIACON MANAGEMENT INC. AND ATRIA DEVELOPMENT CORPORATION

("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 its employees (including but not limited to construction labourers, handymen, servicemen and carpenters) engaged in the onsite construction of all types of residential housing (including low-rise and high-rise housing) and their natural amenities up to the date of closing, or the date of occupancy, whichever occurs first, of said housing or units of housing or parts thereof, while working in the Province of Ontario, save and except OLRB Geographic Area No. 11, and save and except non-working foremen and those employees above the rank of non-working foreman.
- 2.02 The Company agrees not to contract and/or subcontract any of the work traditionally performed for it by directly employed labourers, handymen, servicemen and/or carpenters. The Union agrees that, with the exception of such work relating to direct employees there are no other restrictions with respect to the contracting and/or subcontracting of work. For greater certainty, but not exhaustively, and subject to the terms and conditions of any other accredited collective agreement which the Company may be bound to by operation of statute or otherwise and as referred to in Schedule "A" hereto, the Company can contract out the following work to any subcontractors irrespective of what collective agreements, with what unions, the subcontractors may or may not be bound to:

- a. Low Rise Concrete Forming/House Basements;
- b. Concrete and Drain;
- c. Frame Carpentry;
- d. Drywall taping (being work not covered by the ISCA/Local 675 Residential Collective Agreement)
- e. Painting
- f. Bricklaying/Masonry; and,
- g. Tile and Terrazzo.
- h. All Site servicing (utilities, sewers, water-main and road construction)
- i. Stairs and Railings
- j. Millwork and Finish Carpentry
- k. Exterior Trim
- l. Landscaping
- m. Floor Sanding and Screening

2.03 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, be and remain, or subject to the terms and conditions set out below become and remain, members in good standing of the Union prior to commencing employment within the bargaining unit.

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 5.04 below.
- 5.04 Any new employee, who is not a member of the Union and is hired by the Company pursuant to the provisions of Article 5.03 above, shall become a member of the Union, and obtain a Referral Slip from the Union, prior to commencing work within the bargaining unit.
- 5.05 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.

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, whichever date is latest.
- 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, the grievance 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 seven (7) 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 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.
- 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 ten (10%) 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.

- 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 Representatives and Stewards

- 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 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 eight (8) hours (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.

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 Appendices "A" and "B" attached hereto and forming part of this Agreement.

16.02 Wages shall be paid weekly either by cheque on the jobsite or by direct deposit on the Thursday of each week or by cash on the jobsite prior to 12 noon on the Friday of each week.

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

- (a) the name of the Company 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

Article 17 — Term of Agreement

17.01 This Agreement shall be in effect from the date of signing until April 30, 2022, and from each three year period thereafter unless either party gives the other a written notice, not less than thirty (30) days but not more than ninety (90) 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.

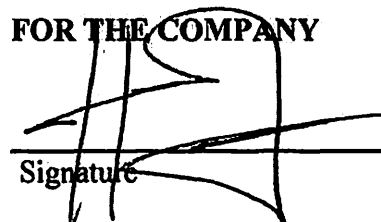
DATED AT Toronto AS OF THE 13th DAY OF October, 2020.

FOR THE UNION


Signature

Duval Teacup

FOR THE COMPANY


Signature

Hans Jain

Print Name

Print Name

APPENDIX "A"

ACCREDITED COLLECTIVE AGREEMENTS

- 1.01 The Company and the Union recognize that there currently exist various collective agreements between the Union and/or other local unions of the UBCJA with accredited employer associations which apply to and/or cover all or parts of the residential sector of the construction industry in various geographic areas of the province.
- 1.02 Based upon the recognition set out in Article 1.01 of this Appendix, the Company agrees that it is hereby bound to the terms and conditions of all such accredited collective agreements (along with any new accredited collective agreements which may be established during the currency of this Collective Agreement) and that the relevant terms and conditions of such collective agreements are hereby incorporated into, and form part of, this Collective Agreement with respect to the relevant employees and the relevant work.
- 1.03 The parties agree that the current accredited collective agreements referred to in Articles 1.01 and 1.02 of this Appendix are as follows:
- a) the Local 1030/CBAD Board Area 9 Residential Low-Rise Builders Collective Agreement
 - b) the Local 675/ISCA Residential Drywall Collective Agreement
 - c) the Local 27/ RFCA Board Area 8 Resilient Flooring Collective Agreement
 - d) the Local 27/WMTOA Board Areas 8, 9, 18 and 26 Residential Low-Rise Trim Collective Agreement
 - e) the Local 27/WMTOA Board Areas 3, 4, 7, 10, 11, 27 and 28 Residential Low-Rise Trim Collective Agreement
 - f) the Local 2041/WACCA Board Area 15 Residential Drywall Collective Agreement

APPENDIX "B"

ARTICLE 16 – JOB CLASSIFICATIONS, WAGE RATES AND BENEFITS

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

a) Board Area 9 Low Rise Residential – As per the Local 1030/CBAD Collective Agreement

**WAGE AND RELATED PAYMENTS
FOR REGULARLY SCHEDULED DAYTIME HOURS**

Group1 – Labourer

Effective Date	Hourly Wage	Vacation Pay 10%	Welfare Fund	Pension Plan	Industry Fund	Training Fund	Promo Fund	Total Package
May 1, 2020	\$27.35	\$2.73	\$2.88	\$3.15	\$0.20	\$0.10	\$0.10	\$36.51
May 1, 2021	\$28.26	\$2.82	\$2.93	\$3.25	\$0.20	\$0.10	\$0.20	\$37.76

Group 2 – Handyman

Effective Date	Hourly Wage	Vacation Pay 10%	Welfare Fund	Pension Plan	Industry Fund	Training Fund	Promo Fund	Total Package
May 1, 2020	\$28.35	\$2.83	\$2.88	\$3.15	\$0.20	\$0.10	\$0.10	\$37.61
May 1, 2021	\$29.26	\$2.93	\$2.93	\$3.25	\$0.20	\$0.10	\$0.20	\$38.87

Group3 – Foreman

Effective Date	Hourly Wage	Vacation Pay 10%	Welfare Fund	Pension Plan	Industry Fund	Training Fund	Promo Fund	Total Package
May 1, 2020	\$28.35	\$2.83	\$2.88	\$3.15	\$0.20	\$0.10	\$0.10	\$37.61
May 1, 2021	\$29.26	\$2.93	\$2.93	\$3.25	\$0.20	\$0.10	\$0.20	\$38.87

Group4 -Carpenter/Service man

Effective Date	Hourly Wage	Vacation Pay 10%	Welfare Fund	Pension Plan	Industry Fund	Training Fund	Promo Fund	Total Package
May 1, 2020	\$33.63	\$3.36	\$2.88	\$3.15	\$0.20	\$0.10	\$0.10	\$43.42
May 1, 2021	\$34.54	\$3.45	\$2.93	\$3.25	\$0.20	\$0.10	\$0.20	\$44.67

CLARITY NOTES

The Local 1030 rates set out above are for the direct employees of Builders only.

**TRAINEE SCHEDULE SUMMARY FOR ALL JOB CLASSIFICATIONS
FOR BOARD AREA 9 – Low Rise**

0-900 hours	65% of wages -no pensions, benefits
901-1500 hours	75% of wages
1501-2100 hours	85% of wages
2100 hours and beyond	100% of wages

b) Board Area 9 High Rise Residential

The parties agree that they will hereafter meet and, in good faith, negotiate the applicable wage rates and other monetary terms and conditions for Board Area 9 high-rise residential work. Failing an agreement, remaining disputes concerning such matters may be set by an arbitrator with jurisdiction arising out of the grievance and arbitration provisions of this Collective Agreement and/or the OLRA. In the interim, and with respect to all work on any Board Area 9 high-rise projects which commenced prior to the date of the parties entering into this Collective Agreement, the above set out Board Area 9 low-rise wage rates and other monetary terms and conditions shall apply until such previously commenced projects are completed.

c) Other Board Area Rates

The Company agrees that, prior to commencing any work/projects, and prior to employing any bargaining unit workers, in any Board Areas other than OLRB Geographic Area No. 9, it will provide written notice to the Union. Thereafter, the parties will meet to agree upon the applicable wage rates and other monetary terms and conditions for such other geographic areas. In the event that the parties are unable to agree, such wage rates and other monetary conditions may be set by an arbitrator with jurisdiction arising out of the grievance and arbitration provisions of this Collective Agreement and/or the OLRA.

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-

**ATRIACON MANAGEMENT INC. AND ATRIA DEVELOPMENT
CORPORATION**

("Company")

Re: Joint Ventures

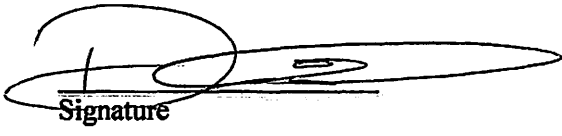
Further to their Collective Agreement, the Union and the Company agree as follows with respect to all future joint ventures:

1. The Union recognizes that the Company may enter into joint ventures with other partners as part of its business activities and that such arrangements may result in other companies or entities being formed which are part of the "Atria Group" of corporations.
2. The Union agrees that, provided the labour relations arrangements for the bargaining unit covered by the Collective Agreement for any such entities and/or companies are carried out through Atriacon Management Inc. or Atria Development Corporation, it will not assert bargaining rights with any other companies or entities within the "Atria Group" of corporations and/or any other companies or entities in which the Company is part of a joint venture and/or with any other company or entity which is a partner of the Company.
3. The Union further recognizes that the Company may enter into joint venture arrangements in which it is a *minority partner* and with respect to which the Company has no control over the labour relations of the joint venture. If both of these conditions are present, and the Company meets with the Union and satisfies the Union that these two prerequisites exist prior to the commencement to any construction work, then the Union will not pursue bargaining rights with such a joint venture under this Collective Agreement.
4. The agreements of the Union set out in paragraphs 2 and 3 above specifically applies to the Union not seeking such *extended* bargaining rights by way of applications under subsection 1(4) and/or Section 69 of the Act.
5. The agreements of the parties set out herein constitute a Letter of Understanding pursuant to their Collective Agreement (and may be enforced as such) but also constitute a settlement pursuant to Section 96 of the Act and may be enforced as such, including by the Company requesting that the Ontario Labour Relations Board dismiss any applications by the Union filed, and/or seeking relief, in violation of the agreements set out herein, on a prima facie basis.

Dated this 13th day of October, 2020.

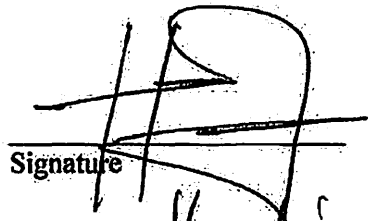
FOR THE UNION

FOR THE COMPANY

A stylized handwritten signature consisting of a large loop on the left and a long horizontal stroke extending to the right.

Signature

SURVAL TERCELIA
Name

A complex handwritten signature with multiple overlapping loops and a vertical line on the left side.

Signature

Hauslam
Name

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-

ATRIACON MANAGEMENT INC. AND ATRIA DEVELOPMENT CORPORATION

("Company")

Re: Transition Arrangements

Further to their Collective Agreement, the parties agree as follows with respect to work on ongoing projects:

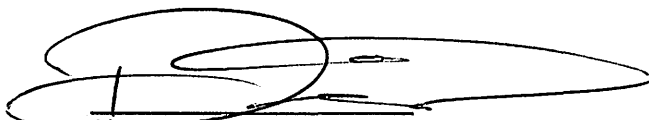
1. The parties, and specifically the Union, agree that, with the exception of those provisions relating to work performed by the "traditional employees of a builder" and work covered by the Residential Collective Agreement between DALI Local 675, UBCJA, and ISCA, none of the contracting/subcontracting restrictions set out in their Collective Agreement will apply to the below listed projects where work is ongoing as of the signing date of the Collective Agreement:

- a) 80 Bond Street in Oshawa
- b) _____

2. The parties, and specifically the Union, agree that with respect to work on high-rise residential projects in OLRB Area No. 9, the applicable wage rates for the direct employees of the Company shall be as per Local 1030's Durham low-rise residential collective agreement until January 31, 2022. Thereafter, on February 1, 2022, the applicable wage rates shall automatically become the *standard Local 1030 OLRB Area No. 9 high-rise residential rates*.

Dated this 13th day of October, 2020.


FOR THE UNION



Signature

DURVAL TERCEIRO
Name

FOR THE COMPANY



Signature

Hans Jain
Name

LETTER OF UNDERSTANDING NO. 1

BETWEEN:

ATRIACON MANAGEMENT INC. AND ATRIA DEVELOPMENT CORPORATION

(hereinafter called the "Company")

- and -

**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**

(hereinafter called the "Union")

Re: Employer Name and Bargaining Unit Description

Pursuant to their negotiations and concluding of their first collective agreement, the Company and the Union agree and acknowledge as follows:

1. The Union filed an application for certification, for construction labourers (non-ICI) in OLRB Area No. 9, in which it listed Atria Development Corporation as the responding party and received a certificate from the OLRB in relation to that bargaining unit.
2. The parties now agree that the correct name of the responding party for the purposes of collective bargaining is, and should have been, Atriacon Management Inc. and Atria Development Corporation and thereby further agree that this "correct name" is the appropriate name of the Company for the collective agreement.
3. The parties understand that in the future the Company may carry out residential construction activities under various other entities forming part of, and, or coming under the direction of, Atriacon Management Inc. and/or Atria Development Corporation and further agree and understand that all such other entities are bound by this Collective Agreement, as if they were original signatories thereto, in view of their relationship within the "Atria Group".
4. Further, while the parties recognize that the original OLRB certificate only related to certain employees in Board Area No. 9, the Company hereby advises that it requires the Union to supply employees within all or part of the bargaining unit set out in Article 2 of the Collective Agreement, for upcoming work in various other Board Areas within the province (save and except OLRB Area No. 11) and the Union hereby warrants that it has

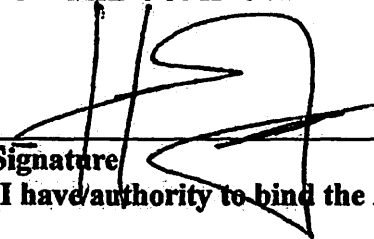
agreed to supply its members to the Company, when requested, for such work in other Board Areas.

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


DATED at TORONTO, this 13th day of OCTOBER 2020

FOR THE COMPANY

FOR THE UNION



Signature
(I have authority to bind the Association)




Signature

Hans Jain

Print Name

DURVAL TERCEIRA

Print Name



Signature
(I have authority to bind the Association)

DURVAL TERCEIRA

Print Name