

## RESIDENTIAL HOME BUILDERS COLLECTIVE AGREEMENT

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN: LH (NIAGARA) LTD., 23804909 ONTARIO INC., 1392927  
ONTARIO INC., AND LANCASTER HOMES**  
(the "Employer")

and

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA  
LOCAL 837**

(the "Union")

**WHEREAS** the Employer and the Union wish to make a Collective Agreement with respect to certain Employees of the Employer engaged in work in Ontario Labour Relations Board Geographic Area 5, and more particularly described in Article 1 of this Agreement, and all work incidental thereto, and to provide for and ensure uniform interpretation and application in the administration of the Collective Agreement. The Employer recognizes Local 837 as the administrative party for this Agreement for all work performed within their respective geographic jurisdictions as set out in Schedule "C".

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its Employees, to provide a means for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work for all Employees who are subject to its provisions, satisfactory productivity and skill level and training of all Union Employees.

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## ARTICLE 1 – RECOGNITION

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all labourers of the Employer as outlined in Schedule "B" of this Agreement in the residential sector of the construction industry save and except those persons above the rank of foremen, office, clerical, engineering staff, handymen and after sales service personnel and quality assurance personnel while working in Ontario Labour Relations Board Geographic Area 5.
- 1.02 This Agreement shall apply to all residential housing construction Employees such as General Labourers, their apprentices and helpers, while working on and including single and semi-detached houses, row houses, maisonettes and townhouses.
- 1.03 The Union agrees that the Employer may engage students during the school vacation period between May 1st and September 30th of each year at the ratio of two students for every ten (10) full-time Employees, provided that regular Employees are not laid off or working short-time.
- 1.04 When the Employer signatory to this Agreement engages in projects outside the jurisdictional area of this Agreement and requires Employees or members of the Union covered by this Agreement to work on such projects, the Employer agrees that said Employees are fully covered by the terms and conditions of this Agreement as if working within the territorial jurisdiction of the Agreement for all work performed.
- 1.05 The Employer may transfer Employees from other geographic jurisdictions into the jurisdiction covered by this Agreement, provided those Employees are cleared by the Local Union office. The Union agrees that it shall issue clearance cards to such Employees.

## ARTICLE 2 - UNION SECURITY AND CHECK OFF OF UNION DUES

- 2.01 All Employees shall, when working in a position within the bargaining unit described in Article 1 hereof, be required, as a condition of employment, to be a member of or apply for membership in the Union and obtain a clearance slip from the Union prior to commencing work. Provided however;

The Employer will follow the following procedure when hiring employees covered by this agreement:

- a) ALL EMPLOYEES SHALL PRESENT TO THE Employer a referral slip, from the Union prior to commencing employment.
- b) The Employer agrees to call the Local Union having jurisdiction where the work is being performed for additional supply of workers. It is understood that if the Local Union is unable to provide qualified and competent men within twenty-four (24) hours, the employer is free to hire such employee as is available subject to 2.01(c).

- c) New employees will fill out an application for membership with the appropriate Local Union at the time of hiring. Such new employee shall acquire a referral slip prior to commencing work and will become and remain members of the Local Union in good standing as a condition of employment after thirty (30) calendar days.
  - d) In recognition of the Employer's need for competent and capable employees, the Local Union agrees that the Employer has the right to call the Union office and request and the Local Union shall issue a referral slip for any unemployed Union member that is in good standing with the Local Union.
- 2.02 It is expressly understood and agreed that no employer shall be required to discharge any Employee for violation of the provisions of this Article for Union Security for any reason other than the refusal of the Employee to join the Union as aforementioned, notwithstanding anything to the contrary herein contained.
- 2.03 Each Employee shall, when working in a position within the bargaining unit described in Article 1 above, be required, as a condition of employment, to have his regular MONTHLY Union dues checked off as specified in writing by the Union. The Employer agrees to make such deductions from the first pay in each calendar month and to remit same not later than the fifteenth day of the following month to the Financial Secretary of the Union. The Employer shall, when remitting such dues, name the Employees and their social insurance number from whose pay such deductions have been made
- 2.04 **WORKING DUES**  
In addition to the wages (as per Schedule "B"), the Employer agrees to deduct from the wages and to remit on behalf of the Employees covered by this Agreement, commencing on January 1st, 2020 WORKING DUES of Fifty cents (\$0.50) per hour for each hour worked by them and remit same together with a list of the names, social insurance numbers of the said Employees, and the number of hours worked by them, to the Secretary-Treasurer of the Union no later than the 15th day of month following the month for which they are due. It is agreed that the Employer may use Welfare Contribution forms with respect to the remittance of the working dues and information therein contained.
- In addition to the above noted amount, the Employer agrees to deduct commencing January 1<sup>st</sup>, 2020, forty cents (\$.40) per hour for each hour worked for OPDC Working Dues and remit same to the Central and Eastern Canada Organizing Fund. These deductions are to be remitted in the same manner as the Local Union Working Dues.
- 2.05 All Bargaining Unit work normally performed by the classifications of Employees listed in the attached Schedule "B" shall be performed only by LIUNA members.

### ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union agrees that it is the exclusive function of the Employer to manage his enterprise and without limiting the generality of the foregoing:
- a) to conduct and determine the nature of his business in all respects, including the right to manage the jobs, locate, extend, curtail or cease operations to determine the number of workers required at any or all operations, to assign work, to determine the kinds and locations of machinery, 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, lay off, suspend or otherwise discipline Employees, provided that a claim by an Employee that he has been disciplined or discharged without reasonable cause shall be subject to the provisions of the grievance procedure;
  - c) to make, alter from time to time and enforce reasonable rules of conduct and procedure to be observed by the Employees.

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

### ARTICLE 4 - GRIEVANCE PROCEDURE

- 4.01 The parties to the Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 4.02 An Employee who has a grievance shall discuss the matter with his foreman or an Employer's representative and may be accompanied by his steward or Union Representative.
- 4.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:
- Within five (5) days after the circumstances giving rise to the grievance occurred or originated, but not thereafter, the grievance shall be presented to the Employer in writing by the aggrieved Employee, or the Union, and the parties shall meet within five (5) working days in an endeavour to settle the grievance. If a satisfactory settlement is not reached within five (5) days from this meeting, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be submitted to arbitration as provided in Article 5 below at any time within ten (10) days thereafter but not later.
- 4.04 Grievances dealing with alleged violations of hours of work, rates of pay, overtime, vacation with pay, welfare, pension, and dues, may be brought forward within five (5) working days of such alleged violation, provided that this shall not apply to grievances arising out of classification assignment or where the grievor's inclusion in the Bargaining Unit is in dispute. It is further understood that such grievance may be retroactive to the first day of the alleged violation.

#### ARTICLE 5 - ARBITRATION

- 5.01 The parties to the 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 4 above and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.
- 5.02 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairman chosen by the other two members of the Board.
- 5.03 Within five (5) working days of the request of either party for a Board, each party shall notify the other of the name of its appointee.
- 5.04 Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree on a third member as Chairman within five (5) days of the notification mentioned in 5.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate an impartial person to act as Chairman.
- 5.05 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 Employees, the Union and the Employer.
- 5.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 5.07 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.
- 5.08 a) The nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated shall be set out in the written record of the grievance and may not be subject to change in later steps.
- b) In determining the time which is allowed in the various steps, Saturdays, Sundays and Statutory Holidays shall be excluded, and any time limits may be extended by Agreement in writing.
- c) If advantage of the provisions of Articles 4 and 5 is not taken within the time limits specified therein or extended in writing as set out above, the grievance shall be deemed to have been abandoned and may not be reopened.

#### ARTICLE 6 - MANAGEMENT AND UNION GRIEVANCES

- 6.01 It is understood that the 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 and referred to arbitration in the same way as a grievance of any Employee.

- 6.02 A Union grievance which is defined as an alleged violation of this Agreement involving all or a substantial number of Employees in the bargaining unit in regard to which a substantial 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 accordance with Article 4 - Grievance Procedure, and if it is not settled, it may be referred to an arbitrator in the same manner as a grievance of an Employee.

#### ARTICLE 7 - BUSINESS REPRESENTATIVE AND SHOP STEWARD

- 7.01 The Business Representative of the Union shall have access to all working areas in which the Employer is working during working hours, but in no case shall his/her visits interfere with the progress of the work. Prior to visiting a job, he/she will first advise the Construction Manager or the applicable Site Superintendent. Once on site he/she will; wear the appropriate personal protective equipment, follow company safety Rules and Procedures, and attend the Construction Office to sign in and return to sign out prior to leaving.
- 7.02 No discrimination shall be shown against any Business Representative and Union Steward for carrying on his/her duties, but in no case shall his duties interfere with the progress of the work. It is agreed that a Union Steward may be appointed on the basis of one Union Steward per project.
- 7.03 The Employer will recognize such Union Steward provided he/she is an experienced worker and has worked for the Employer for at least three (3) years and the Union has advised the Employer in writing of the name of the Steward. In the event of a layoff of more than one working day, the Union Steward, all other things being equal, shall be one of the last two workers retained by the Employer, if competent to perform the available work remaining. It is agreed that the Union Steward will not be excluded from over-time work, provided he/she is qualified and able to do the work required.
- 7.04 The Employer at its discretion may designate a Member of the Bargaining Unit as a Health and Safety Rep, the Employee will receive a premium of one dollar (\$1.00) per hour over and above his/her hourly rate. The Employer has the right to reassign this designation to another Union or Non-Union employee.

#### ARTICLE 8 - NO STRIKES - NO LOCKOUTS

- 8.01 During the lifetime of this Agreement, the Union agrees that there will be no strike, slowdown or picketing which will interfere with the regular schedule of work, or overtime, and the Employer agrees that it will not cause a lockout. The Employer shall have the right to discharge or otherwise discipline Employees who take part in or instigate any strike, picketing or slowdown which interferes with the regular schedule of work, or overtime.

ARTICLE 9 - SAFE WORKING CONDITIONS

- 9.01 The Employer shall provide a proper and adequate place of shelter sufficiently heated where possible, in which the Employees covered by this Agreement may eat their lunch. It is agreed that the Employer's trucks, when heated, shall be sufficient shelter for the purpose of this Article and Union agrees that Employees shall maintain such shelter in a neat and tidy condition.
- 9.02 In co-operation with the Employer's overall programme of Accident Control and Prevention, the Job Steward may report to the Foreman any unsafe conditions, unsafe acts or violations of safety regulations.
- 9.03 Employees must work in a safe manner in accordance with the *Occupational Health & Safety Act*, Construction regulations, or other such legislation. Employees will follow safe work procedures under existing and future environmental, health or safety programs implemented by legislation or company policy.
- 9.04 Employees will participate in training programs (safety related or other training) which may be held on a Saturday. Training is intended to promote aware of procedures and safe work practices to improve individual performance.
- 9.05 Every Employee shall, as a condition of employment, be required to wear a safety helmet of a type approved by the Construction Safety Association.
- 9.06 Every Employee shall, as a condition of employment, own and wear suitable protective footwear and other personal protective equipment required in the normal course of their duties.
- (a) Employee's employed for a period of six (6) months shall be reimbursed up to three hundred (\$300.00) dollars per calendar year for the purchase of CSA approved work boots and/or work clothing. The employee must provide the Employer with original receipts for reimbursement. Such payment is an expense for the Employer and will not be included as income for the employee or be included on the T4.
- The employee shall receive from the Employer, on an annual basis, one (1) winter coat, at no cost to the employee.
- 9.07 The Employer shall, at its own expense, furnish to any worker 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.
- 9.08 An Employee who is injured in a compensable accident during working hours and is required to leave for treatment, or is sent home for such injury, shall receive payment for the remainder of the shift at his regular rate of pay.



#### ARTICLE 10 - GOVERNMENT LEGISLATION

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

#### ARTICLE 11 - STATUTORY HOLIDAYS, VACATION ALLOWANCE, HOURS OF WORK, WAGE RATES, ETC.

11.01 Attached hereto as Schedules "A" and "B" to this Agreement is are schedules covering Vacation Pay, Hours of Work, Overtime, Wage Rates and Classifications and other conditions of employment, which is hereby made a part of this Agreement.

#### 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 worker and both will undertake individually and jointly to promote such increased productivity.

#### ARTICLE 13 - COFFEE AND LUNCH BREAK

13.01 An Employee will be allowed to have a rest break of ten (10) minute duration once during each half of his working shift.

13.02 Regular day shift Employees shall be allowed one half hour unpaid lunch break between 12:00 noon and 12:30 P.M. It is understood that no Employee shall be required to work more than five consecutive hours without a lunch break.

#### ARTICLE 14 - SUBCONTRACTING OF WORK

14.01 In the event the Employer wishes to subcontract work, the Employer shall give preference to contractors in contractual relations with **the Union**, depending on the geographical location of the work being subcontracted, provided the contractors are capable of performing the work being subcontracted to the quality and within the time periods required by the Employer and further provided that the prices tendered are competitive. In the event the Employer wishes to subcontract work which is covered by this Agreement, the Employer may subcontract the work in any manner it sees fit if the above conditions are not met. If the Employer wishes to use its own forces to perform the usual work that has been subcontracted, then this Agreement and the schedules hereto shall apply.

#### ARTICLE 15 - TRAVEL, ROOM & BOARD ALLOWANCES

15.01 Whenever Employees covered by this Agreement are asked to be away from their normal place of residence overnight, the Employer shall pay an allowance of thirty dollars (\$30.00) per day to a maximum of one-hundred and fifty dollars (\$150.00) per week to cover room and board, or alternatively, the Employer will provide, at its own expense, suitable room and board accommodations for the Employees.

ARTICLE 16 - WELFARE AND PENSION PLAN REMITTANCES

## 16.01 BENEFITS

Commencing January 1, 2020, the Employer shall make benefit contributions on behalf of its Employees covered by this Agreement to the Union Benefit Plans, whichever plan is applicable depending on the geographical location of the work being performed, at the rate of one dollar and eighty-five cents (\$1.85) per hour for each hour worked by each Employee.

## 16.02 PENSION FUND

Commencing July 1, 2019, the Employer shall make pension fund contributions on behalf of its Employees covered by this Agreement to the Union Pension Fund, whichever fund is applicable depending on the geographical location of the work being performed, at the rate of Five dollars and eighty cents (\$5.80) per hour for each hour worked by each Employee.

16.03 All Contributions shall be paid prior to the 16th day of the month following the month which such hours were worked.

ARTICLE 17 - STATUTORY HOLIDAYS

17.01 The following are recognized by the Employer as Statutory Holidays:

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

and any other holiday proclaimed as a holiday with pay by the Provincial or Federal Government.

17.02 Overtime at the rate of Time and One half (1 ½) the Employee's current hourly rate shall be paid to all Employees covered by this Agreement for all work performed on the above Statutory Holidays.

The Employer agrees that all work performed on Sundays, shall be paid at a rate double (2x) the Employee's current hourly rate.

ARTICLE 18 - DURATION OF AGREEMENT AND CONDITION OF AMENDMENT

18.01 This Agreement shall be effective on January 1, 2020 and shall remain in effect until December 31<sup>st</sup>. 2022.

18.02 Should the Union or the Employer desire to change add to, amend or terminate this Agreement, written notice to that effect will be given not more than ninety (90) days and not less than sixty (60) days prior to the termination of this Agreement.

18.03 On receipt of such notice, the parties to the Agreement shall convene a meeting within fifteen

(15) days and bargain in good faith to endeavour to reach an Agreement. If no such notice is given, this Agreement shall automatically be renewed and remain in force from year to year from its expiration date.

18.04 The parties to this Agreement agree that pursuant to the provisions of the *Labour Relations Act*, there shall be no strike and no lockout at the expiry of this Agreement. Any matters remaining in dispute, thirty (30) days prior to the expiry of this Agreement, may be referred to Arbitration by either or both parties for final and binding determination by an arbitrator. Such arbitration shall not be final offer arbitration.

The parties shall agree on an arbitrator within ten (10) days of either party being served notice of the remaining issues in dispute being referred to an arbitrator for final and binding arbitration. If the parties are unable to agree, then either party may request the Minister of Labour to appoint an arbitrator.

The arbitration shall be held within thirty (30) days of notice being provided and the decision of the arbitrator shall be rendered within a period of no longer than thirty (30) days following the date of arbitration.

This provision shall only apply to this Collective Agreement and shall not be renewed unless by Agreement of the parties.


IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to affix their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

FOR THE EMPLOYER  
LH(Niagara) Ltd, 2380409 Ontario Inc.,  
1392927 Ontario Inc., + Lancaster Homes Inc.

FOR THE UNION

  
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SAM TINOBRA  
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## SCHEDULE "A"

### ARTICLE 1 - HOURS OF WORK AND OVERTIME

- 1.01 A) The standard hours of work for all Employees shall be based on fifty (50) hours per week exclusive of travelling time to and from the job. Hours in excess of fifty (50) hours per week shall be deemed overtime hours and payable at one and one-half times (1½) the regular hourly rate. This provision shall not be construed and shall not constitute a guarantee of hours of work.

### ARTICLE 2 - VACATION PAY

- 2.01 The Employer agrees to pay as vacation pay an amount equal to six percent (6%) of gross wages earned, for Employees who have worked at least one (1) year with the Company and no more than five (5) years. Eight percent (8%) for Employees who have worked more than five (5) years but less than ten (10) years and ten percent (10%) or over for Employees who have worked more than ten years. Such payments shall be remitted prior to the fifteenth (15<sup>th</sup>) day of the month following the month in which hours were worked to the Local Union Vacation Trust Fund for which the Employee is a member of.
- 2.02 It is agreed and understood that the Union is responsible and liable to make payments from the Local Vacation Trust Fund to the Employees.

### ARTICLE 3 - MAINTENANCE OF EXISTING RATES

- 3.01 It is agreed that no Employee covered by this Agreement shall receive a reduction in his rate of wages through the introduction of this schedule.

### ARTICLE 4 - PAYMENT OF WAGES

- 4.01 Employees shall be paid weekly, by direct deposit or cheque at the option of the Employers, no later than Friday in any week, and the Employee's pay shall be accompanied by a slip outlining all hours of work, overtime hours, deductions for income tax, unemployment insurance, pension and deductions and continuing under this Collective Agreement.
- 4.02 In the case of layoff, all Employees shall receive one hours' notice or one hours' pay in lieu thereof.
- 4.03 Upon termination of employment the Record of Employment (ROE) will be generated in accordance with legislative requirements. Final wages and vacation pay will be paid in accordance with Employment Standard legislation. All documentation will be sent by regular mail to the last known address provided by the Employee.

## SCHEDULE "B"

### WAGE AND CLASSIFICATIONS

Where the Employer determines that a foreman is required on a project(s) and such foreman is appointed, he shall be paid \$1.20 per hour worked above the highest rate listed at any of the classifications in this schedule.

Classification	Effective Date	Hourly Rate	Welfare	Pension	Total Package	Working Dues	OPDC
Excavation Labourer: A skilled labourer who operates a backhoe or other machinery for excavation purposes to dig trenches, driveways or water boxes	01-January-2020	29.20	1.85	5.80	36.85	0.50	0.40
	01-January-2021	29.75	1.85	5.80	37.40	0.50	0.40
	01-January-2022	30.30	1.85	5.80	37.95	0.50	0.40
Skilled Labourer: Cement finisher, pipelayer, carpenter, Energy Star	01-January-2020	28.20	1.85	5.80	35.85	0.50	0.40
	01-January-2021	28.75	1.85	5.80	36.40	0.50	0.40
	01-January-2022	29.30	1.85	5.80	36.95	0.50	0.40
General	01-January-2020	23.90	1.85	5.80	31.55	0.50	0.40
	01-January-2021	24.45	1.85	5.80	32.10	0.50	0.40
	01-January-2022	25.00	1.85	5.80	32.65	0.50	0.40

## SCHEDULE "C"

This Schedule will set out the name, address and the contributing payment of all Trust Funds.

## PENSION:

For all Local Unions, make cheque payable to:

The Labourers' Pension Fund of Central and Eastern Canada and remit directly to:

The Labourers' Pension Fund of Central and Eastern Canada  
PO Box 9002, Lakeshore West PO  
Oakville, Ontario  
L6K 0G1

## WELFARE, TRAINING &amp; OTHER CONTRIBUTIONS:

Labourers' International Union of North America, Local 837  
(*OLRB Areas 4 & 6*)

Payable to: LIUNA Local 837 (Cambridge)

Mail to: Local 837 Cambridge

330 Industrial Road

Cambridge, Ontario N3H 4R7

Tel: (519) 653-3333

Fax: (519) 653-8086

Labourers' International Union of North America, Local 837  
(*OLRB Areas 5 & 26*)

Payable to:

Mail to: Local 837

44 Hughson Street South

Hamilton, Ontario L8N 2A7

Tel: (905) 529-1116

Fax: (905) 529-2723

MEMORANDUM OF AGREEMENT

BETWEEN:

(the "Employer")

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
LOCAL 837

(the "Union")

Notwithstanding the language set out in Article 2.04 of the Collective Agreement between the Employer and the Union effective January 1, 2020 until December 31, 2022, the Employer agrees that it shall pay all working dues referred to in Article 2.04 for each hour worked by each of its Employees as and when required by Article 2.04. For further clarity, the Employer agrees that no deductions shall be made to an Employee's hourly wage rate for the purposes of making payment of any of the working dues required by Article 2.04.

FOR THE EMPLOYER

LH(Niagara) Ltd, 2380409 Ontario Inc.;  
1392927 Ontario Inc., + Lancaster Homes Inc.

FOR THE UNION

"LIUNA Local 837"



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