OLRB AREA No. 8 RESIDENTIAL COLLECTIVE AGREEMENT

Between:

CARPENTERS' REGIONAL COUNCIL, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

(the "Carpenters' Union" and/or the "Union")

- and -

CITY OF TORONTO

(The "City" and/or the "Employer")

WHEREAS the Carpenters' District Council of Ontario, United Brotherhood of Carpenters and Joiners of America (the "CDCO") was certified to represent all carpenters and carpenters' apprentices employed by the City in all sectors of the construction industry, save and except the ICI sector in OLRB Area No. 8 and save and except non-working foremen and persons above the rank of non-working foreman;

AND WHEREAS the parties agree that the Carpenters' Regional Council, United Brotherhood of Carpenters and Joiners of America (the "CRC") is the successor union to the CDCO under the Ontario *Labour Relations Act, 1995* and that all previous and/or future bargaining rights held by the CDCO have been acquired by the CRC, and all references herein to the "Union" encompasses both the CDCO and CRC;

AND WHEREAS the City and the Union are desirous of entering into a Collective Agreement with respect to the residential sector of the construction industry;

NOW THEREFORE the parties agree as follows:

- 1. The City hereby recognizes the Union as the sole and exclusive bargaining agent for all carpenters and carpenters' apprentices in its employ in the residential sector of the construction industry, save and except the ICI sector, in OLRB Area No. 8 and save and except non-working foremen and persons above the rank of non-working foreman and save and except all persons covered by pre-existing Collective Agreements and/ or all persons for whom a union has pre-existing bargaining rights.
- 2. The Parties agree that the terms and provisions of this Collective Agreement consists of all of the terms and conditions of the Carpenters' Provincial ICI Collective Agreement, which is binding upon these parties, save and except as amended herein and/or save and except as is required to reflect that this Collective Agreement applies exclusively to the residential sector of the construction industry and only applies to OLRB Area No. 8.

- 3. The parties agree that, save and except as specifically set out herein and all of the herein incorporated terms and conditions of the Carpenters' Provincial ICI Collective Agreement will apply to any residential construction carpentry work which the City may undertake (within OLRB Area No. 8) with its own direct forces.
- 4. The parties agree to the following terms and provisions with respect to the contracting and/or subcontracting of work;
 - a) unless otherwise dealt within hereinafter the City may contract and/or subcontract work covered by this Collective Agreement to contractors and subcontractors regardless of their union affiliation (or lack thereof);
 - b) The City agrees that with respect to the construction of new residential projects awarded pursuant to procurements issued by the City on or after the May 1, 2025, it will only contract and/or subcontract the below-listed work, in the residential sector of the construction industry in OLRB No. 8, to contractors and/or subcontractors who are in contractual relations with the Union, and/or any of its affiliated member Local Union;
 - i. all trim carpentry work (both high rise and low rise);
 - ii. all drywall work (save and except drywall taping);
 - iii. all shingling work;
 - iv. all siding work (including eavestrough work);
 - v. all resilient floor work; and,
 - vi. all multi-trade and engineered scaffolding work (including all work associated with hoarding and fencing) on high rise construction.
 - c) the parties agree that where any of the residential construction work listed in Article 4(b) forms part of a contract/subcontract between the City and a General Contractor or Builder then the City may enter into contracts/subcontracts with General Contractors and/or Builders that are not in contractual relations with the Carpenters' Union provided that the City requires any such General Contractor/Builder (not in contractual relations with the Union) contracts and/or subcontracts all work listed in Article 4(b) to contractors/subcontractors that are bound to the appropriate Collective Agreements with the Union and/or its affiliated Local Unions;
 - d) Notwithstanding the above provisions, the City will not be required to contract or subcontract residential carpentry work (including any and all of the work set out in paragraph 4(b) above) for any projects listed in Appendix "A" and for maintenance, repair or improvement work on existing housing stock where the cost of labour and materials for the contract (as budgeted prior to the tendering the project) is less than \$408,000.00 to be adjusted annually in November for inflation based on the Consumer Price Index in Ontario. For absolute clarity, nothing in this Agreement shall be construed as affecting, or precluding, the City's utilization of its direct forces / members of the Union to perform such work.

FOR THE CITY

- e) Notwithstanding the inclusion of the projects within the list of exempted projects in Appendix "A", the Union reserves the right to assert that the projects listed on Appendix "A" fall outside of the residential sector and into the ICI sector of the construction industry and thus subject to the terms and conditions of the Carpenters' Provincial ICI Collective Agreement, as appropriate, without prejudice to the Union's position in any future discussions, negotiations or proceedings.
- f) The City further agrees that, notwithstanding any of the above terms which do not require the City to contract/subcontract residential work in OLRB Area No. 8 to Union contractors/subcontractors, any contractors/subcontractors that are in contractual relations with the Carpenters' Union will be given the full opportunity to bid upon any/all such work, in accordance with the City's normal policies, and will in no way be discriminated against because of their Union relationships.
- 5. This Collective Agreement is in effect as of May 1, 2025, and remains in effect until April 30, 2028. Should either party wish to renegotiate the terms and provisions of this Collective Agreement, then that party must provide written notice to the other party not more than ninety (90) days and not less than thirty (30) days prior to April 30, 2028 (or in any like three-year period thereafter). If no such notice is provided, either in 2028 and/or in any third year thereafter, then this Collective Agreement will automatically renew itself for a further three-year period.

FOR THE UNION

Appendix "A"

Project	Project Name	Address
1	540 Cedarvale Ave.	540 Cedarvale Ave.
2	Design/Build of Modular Supportive Housing	11 Macey Ave.
3	Design/Build of Modular Supportive Housing	150 Harrison St.
4	Design/Build of Modular Supportive Housing	175 Cummer Ave.
5	Design/Build of Modular Supportive Housing	39 Dundalk Ave.
6	Design/Build of Modular Supportive Housing	540 Cedarvale
7	Design/Build of Modular Supportive Housing	4626 Kingston
8	Design/Build of Modular Supportive Housing	150 Dunn
9	Shelter to Supportive Housing Conversion	65 Dundas
10	Rapid Supportive Housing Initiative	11 Brock
11	Rapid Supportive Housing Initiative	7-9 Wardlaw
12	Rapid Supportive Housing Initiative	35 Bellevue