

PROVINCIAL PRECAST COLLECTIVE AGREEMENT



BETWEEN

**ONTARIO PRECAST CONCRETE
MANUFACTURERS' ASSOCIATION**

(hereinafter referred to as the "Association")
OF THE FIRST PART

- AND -

**THE LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, AND THE LABOURERS'
INTERNATIONAL UNION OF NORTH AMERICA,
ONTARIO PROVINCIAL DISTRICT COUNCIL,
on behalf of its affiliated Local Unions, 183, 493,
506, 527,607, 625, 837, 1036, 1059, and 1089**

(hereinafter referred to as the "Council")
OF THE SECOND PART



EFFECTIVE MAY 1, 2022 TO APRIL 30, 2025

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PROVINCIAL PRECAST COLLECTIVE AGREEMENT

THIS AGREEMENT entered into as of the 1st day of May, 2022

B E T W E E N :

**ONTARIO PRECAST CONCRETE
MANUFACTURERS' ASSOCIATION**

(hereinafter collectively referred to as the "Employer Bargaining Agency"
- E.B.A. and employers severally referred
to as the "Employer") OF THE FIRST PART

-and-

**LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA,
AND THE LABOURERS' INTERNATIONAL
UNION OF NORTH AMERICA,
ONTARIO PROVINCIAL DISTRICT COUNCIL,**

**on behalf of its affiliated Local Unions 183, 493, 506, 527,
607, 625, 837, 1036, 1059 and 1089**

(hereinafter referred to as the "Union")
OF THE SECOND PART

WHEREAS the Union and the E.B.A. are desirous of establishing a form of standard Province-Wide Collective Agreement with respect to employees engaged in all phases of ERECTION AND FINISHING OF PRECAST CONCRETE products and other components, including but not limited to bridge girders, outsulation, thermocast, precast or prefabricated panels composed of any type of material, and other similar products, in the building and construction industry within the geographical area defined herein so as to provide uniform interpretation, application and

administration of the relationship established. All equipment operations in association with the erection, finishing and/or installation of precast products save and except hosting devices.

IT IS EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1 - TERM OF AGREEMENT

1.01 This Agreement shall become effective on the 1st day of May, 2022, and shall continue to remain in effect until the 30th day of April, 2025, and shall continue in force biennially thereafter unless either party shall furnish the other with notice of termination, or proposed revision of this Agreement within a period of no more than one hundred and twenty (120) days and not less than thirty (30) days before the 30th day of April, 2025, or in a like period in any biennial year thereafter, and the parties shall convene a meeting within fifteen (15) days and bargain in good faith to endeavour to reach an agreement.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees employed in the geographical area covered by this Agreement save and except non-working forepersons and persons above the rank of non-working foreperson.

2.02 The Union recognizes the Association as the sole and exclusive bargaining agent for all employers of employees engaged in all phases of the erection and finishing of precast concrete products and other components, including but not limited to bridge girders, outsulation, thermocast, precast or prefabricated panels composed of any type of material, tiltwall, tilt up precast, and other similar products, in the building and construction industry for whom the Union has bargaining rights in the Province of Ontario, in the industrial, commercial and institutional sector, the residential sector, the sewers, tunnels and watermain sector, the roads sector and the heavy engineering sector of the construction industry. All equipment operations in association with the erection, finishing and/or installation of precast products save and except hoisting devices.

- 2.03 The Employer agrees to engage only sub-contractors bound by this Agreement to perform work normally performed by such Employer with its own employees and coming within the scope of this Agreement.
- 2.04 The Employer recognizes each Local Union as specified in the attached Schedule “B” as a party to this Agreement and as the administrative party of this Collective Agreement for work performed within the geographical area and/or jurisdiction of the Local Unions as defined in Schedule ‘B’ attached hereto; which administrative functions include the right to grieve on behalf of their members wherever they are employed.
- 2.05 The Union agrees to provide notice to the Association of the name, address, and contact person for any new contractor that becomes bound to the Provincial Precast Collective Agreement.

ARTICLE 3 - GEOGRAPHICAL TERRITORY

- 3.01 The geographical area of this Agreement shall be the Province of Ontario.

ARTICLE 4 - UNION SECURITY

- 4.01 The Employer agrees to employ only members of the Union and the Employer or its representative will call the Union office for its needed supply of labour, within the geographical area defined in Article 3.01 above.
- 4.02 (a) However, should the Union find it impossible to supply the Employer with such personnel, the Employer shall be free to employ workers from other sources provided, however, such workers are informed that as a condition of employment, that they apply for membership in the Union and sign check-off authorization within fifteen (15) days or be terminated from employment. These fifteen (15) days may act as a probationary period. During this period, an employee shall be subject to all provisions of this Agreement.
- (b) Should the Employer employ workers from other sources, the

Employer shall immediately notify the Local Union in which the work is being performed of the following:

name of the individual hired, their date of hire and the location of the project to be worked on.

- 4.03 The Employer agrees that initiation fees and dues, as set by the Union, shall be deducted from the first pay in each month from the wages of employees covered by this Agreement and such monies shall be remitted to the appropriate Secretary-Treasurer of the Union by the fifteenth (15th) day of the month and shall be accompanied by a list of employees for whom deductions have been made.
- 4.04 The Employer may request by name, the recall of an employee who has worked during the preceding twelve (12) months for that Employer, subject to Article 32.08 provided that the name request is made in writing prior to the recall.

Such request must be made to the applicable Local Union.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union acknowledges that nothing in this Agreement shall limit the Employer to exercise its functions of management under which it shall have (subject to the conditions of this Agreement) the right to:
- (a) generally, to manage the industrial enterprise in which the Employer is engaged and without restricting the generality of the foregoing, to establish and maintain rules and regulations covering the operations, a violation of which may be among the causes of discharge, subject to the provisions of this Agreement;
 - (b) maintain order, discipline and efficiency;
 - (c) hire, retire, discharge, transfer, classify, promote, demote or discipline employees, to assign work, provided that a claim of discriminatory classification, promotion or transfer, or a claim that an employee has been discharged, disciplined or retired without just cause may be subject to a grievance and dealt with as hereinafter provided.

ARTICLE 6 - WAGES AND CLASSIFICATIONS UNION DUES AND CHECK-OFF

- 6.01 Wages and working conditions shall be as per attached Appendix 'A', Appendix 'B' and Appendix 'D' forming part of this Agreement.
- 6.02 Should the employee be directed to direct an installation crew, the employee shall be paid the foreperson's rate for all such time. Subject to Article 17.01.

ARTICLE 7 - WORK WEEK, WORK DAY

- 7.01 The regular working day shall be between 7:00 a.m. and 5:00 p.m. from Monday to Friday, inclusive, subject to variation by mutual consent of the parties. Any work done outside of these hours shall be overtime or shift work. The maximum number of working hours per day shall be eight (8) and the maximum number of working hours per week shall be forty (40), and work outside of these hours shall be overtime, save and except the provisions of this Agreement relating to shift work.
- 7.02 The Employer will give as much notice as possible when scheduling work on the weekend.

ARTICLE 8 - SHIFT WORK

- 8.01 All work on a second shift shall be paid at three dollars and twenty-five cents (\$3.25) per hour over and above the regular day shift rate for all hours worked. The second shift will commence between 11:00 a.m. and 4:00 p.m. All work on a third shift shall be paid at three dollars and forty-five cents (\$3.45) per hour over and above the regular day shift rate for all hours worked. A third shift will commence between the hours of 5:00 p.m. and 12:00 midnight.
- 8.02 Shift work is any shift starting other than regular shift between 7:00 a.m. and 5:00 p.m., Monday to Friday, inclusive.
- 8.03 Whenever a shift starts before 11:00 a.m., shift premium shall only be payable for any hours worked after 5:00 p.m.

8.03 The Employer agrees that there will be no split shifts.

ARTICLE 9 - OVERTIME

9.01 All work performed in excess of the regular working day of eight (8) hours shall be deemed overtime work. The rate of wages shall be time and one-half (1 1/2) the regular day shift rate (plus shift premium where applicable for the first three (3) hours of overtime work and double (2x) time the regular day shift rate (plus shift premium where applicable) thereafter.

9.02 In the event overtime is to be worked, which will be approximately two (2) hours duration or more, then a paid refreshment break of ten (10) minutes will be provided before the start of such overtime. The Employer will endeavor to distribute overtime in an equitable manner among the crews.

ARTICLE 10 - HOLIDAYS

10.01 All work performed on Saturdays (other than regular shift work), Sundays, and the statutory holidays described in 13.02 shall be deemed overtime work and paid for at the rate of double (2x) the regular day shift rate.

10.02 If any of the above holidays fall on a Saturday or Sunday, such holidays shall be observed on the day or days immediately following the weekend. Vacation pay shall include an amount in lieu of payment for holidays.

Note: Remembrance Day shall be added to the list of holidays in Article 13.02 if it is declared a holiday by the Provincial Government.

ARTICLE 11 - REPORTING ALLOWANCE

11.01 (a) For Hollowcore Service Workers an allowance of two (2) hours pay together with travelling allowance where applicable will be paid when an employee reports for work but is not given an opportunity to work because none is available, unless they

have been notified not to report.

- (b) For erecting crews, an allowance of two (2) hours pay together with any applicable travelling allowance will be paid when an employee reports for work and is unable to work due to inclement weather, unless they have been notified not to report. If an employee on an erection crew reports for work but no work is available for reasons other than inclement weather, an allowance of four (4) hours pay together with any applicable travelling allowance will be paid, unless they have been notified not to report.
- (c) For the purposes of paragraphs 11.01 (a) & (b), the Employer has the right to require employees to remain on the job site for two (2) or four (4) hours as the case may be.

All employees other than Hollowcore;

- 11.02
- (a) A reporting allowance of two (2) hours pay together with any applicable travelling allowance will be paid when an employee reports for work and is unable to work due to inclement weather unless they have been notified not to report. If an employee reports for work but no work is available for reasons other than inclement weather, an allowance of four (4) hours pay together with any applicable travelling allowance will be paid, unless they have been notified not to report.
 - (b) Where an employee is working out-of-town (overnight) and no work is available for any reason, they shall be given an allowance of one hundred and fifty dollars for each day.

ARTICLE 12 – PAYMENT OF WAGES

12.01 All wages shall be paid weekly by direct deposit or cheque payable at par within five (5) days of the closing of the pay period. Accompanying each payment of wages shall be a separate statement identifying both the Employer and the employee showing:

- (a) the name of the Employer and the employee;
- (b) hourly rates of pay;

- (c) the total hours worked at straight time;
 - (d) the total hours worked at overtime rates;
 - (e) the pay period;
 - (f) the amounts of travelling allowance;
 - (g) details of all deductions and contributions authorized by the employee or legislation.
- 12.02 Where possible, payment of wages shall regularly be made on the job during working hours.
- 12.03 Any employee who fails to receive their pay on their regular payday shall give notice to their Employer or their representative. If the Employer does not make the payment of wages before 9:00 a.m. on the following day, the Employer shall pay four (4) hours pay at the applicable straight time hourly rate, in addition to their wages, to the employee for each day the delinquency continues.
- 12.04 When an employee is laid off or terminated, the Employer will endeavour to pay their wages and give them possession of all their documents by quitting time.
- 12.05 In the event the Employer cannot comply as outlined above, it he shall forward by registered mail within forty-eight (48) hours, all monies owing and documents to the employee's last known address recorded with the Employer, provided that if the Employer defaults, the employee shall be paid waiting time at straight time rates not to exceed eight (8) hours in any day for each regular working day they are required to wait after giving notice to the Employer and giving them four (4) hours to correct such default.
- 12.06 Whenever employment separation slips and such other documents to which the employee is entitled are not given to the employee at the time of termination, they shall be sent by the Employer by registered mail to the employee's last known address within twenty-four (24) hours from the time of termination.
- 12.07 (a) In the case of layoff, all persons will receive one (1) hour's notice in advance or pay in lieu of notice.
- (b) When layoffs occur, the Employer shall layoff employees at

the end of their scheduled shift or pay in lieu.

(c) The Employer shall use best efforts not to layoff employees on the first day of their work week.

12.08 When an employee quits, they shall provide the Employer with three (3) days' notice. On doing so, they shall be paid all their wages and given possession of all their documents upon termination where practicable. On failure to provide three (3) days' notice, they shall receive all their wages and documents on the next regular payday.

ARTICLE 13 - VACATION-STATUTORY, HOLIDAY PAY

13.01 Vacation and statutory holiday pay for all employees covered by this Agreement shall be paid at the rate of ten percent (10%) of gross wages earned except vacation and statutory holiday pay for Local 1089 - Sarnia shall be eight percent (8%) of gross wages earned and shall be payable with weekly wages. Vacation pay for Local 527 area shall be paid to the LIUNA Local 527 Vacation Pay Trust Fund in accordance with Local 527's Schedule. Vacation pay provided herein includes four percent (4%) in lieu of payment for statutory holidays.

13.02 The following days will constitute the recognized statutory holidays within the terms of this Agreement:

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

13.03 During the term of any one year, by mutual agreement between an Employer and an employee, five (5) weeks leave of absence without pay may be taken by an employee.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.01 Any dispute, difference, controversy or grievance affecting or arising out of the interpretation or administration of this

Agreement shall be adjusted, if possible, by negotiations between specially appointed representatives of the Employer and the Trade Union. A meeting to discuss any dispute or grievance shall be called within forty-eight (48) hours of the first notice in writing of such dispute or claim of alleged violation and the parties concerned with the dispute shall endeavour to reach a decision within seventy-two (72) hours of receiving first notification. A grievance must be presented within five working days of the initial occurrence giving rise to the grievance, save and except grievances concerning wages and fringe benefits. A grievance concerning wages and fringe benefits shall be presented within ninety (90) days after the circumstances giving rise to the grievance were known by a Union representative.

- 14.02 Where a difference arises between any of the parties hereto relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, either of the parties may, after exhausting the grievance procedure described above, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the nominee of the party wishing to bring the matter to arbitration. Such written notice shall also state clearly, the matter or matter in dispute to be dealt with by the Arbitration Board and what relief, if any, is claimed by the party requesting arbitration. The party receiving such notice shall, within five (5) days, advise the other party of the name of its nominee to the Arbitration Board.
- 14.03 The two (2) nominees so selected shall, within five (5) days of the appointment of the second of them, appoint a third party who shall act as Chairperson of the Arbitration Board. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within the time limit set out herein, the appointment shall be made by the Minister of Labour for Ontario upon request of either party.
- 14.04 The Arbitration Board shall hear and determine the difference or differences between the parties and shall issue a decision in writing, which decision shall be final and binding upon the parties and upon any employees affected. The decision of a majority of the Board shall be the decision of the Board and if there is no

majority, the decision of the Chairperson shall govern. However, it is understood that the authority of the Arbitration Board or the decision made by such Board is limited in that there shall be no alteration to or addition to or sub-traction from or modification or amendment to any part of this Agreement.

14.05 The fees and expenses of the Chairperson shall be borne one-half (1/2) by the Union and one-half (1/2) by the Employer. Any other costs or expenses in connection with such arbitration shall be borne by the party which incurs them.

14.06 For clarity, the timelines in this Article are directory not mandatory.

ARTICLE 15 - GOVERNMENT LEGISLATION

15.01 In the event that any of the provisions of this Collective 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 provisions without in any way affecting the remainder of the Collective Agreement.

ARTICLE 16 - CONFLICT IN AGREEMENTS

16.01 In the event of a conflict between the provisions of this Agreement and any other agreement to which the Employer is a party, then the provisions of this Agreement shall apply.

ARTICLE 17 - PROTECTIVE CLAUSE

17.01 Except as herein provided, no employee shall suffer a reduction in wages, conditions or allowances as a result of this Agreement.

ARTICLE 18 - SAFETY, SANITATION AND SHELTER

18.01 In co-operation with the Employer's overall program of accident control and prevention, it is expected that an employee will report to the foreperson or if the foreperson is not available, to any person responsible for management of the site, for immediate

corrective action, any unsafe conditions, unsafe acts or violation of the Occupational Health and Safety Act.

- 18.02 Every employee shall, as a condition of employment, be required to own and wear a safety helmet of a type approved by the Canada Standards Association and the Employer agrees said helmets may be purchased from it at cost.
- 18.03 (a) 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. This does not include special clothing where an employee is requested to work under abnormal conditions or during inclement weather.
- (b) The Employer will supply necessary tools at no cost to the employee on the condition that employees will be responsible for the normal safekeeping and protection of such tools.
- (c) The Employer will supply all safety equipment when required as per the Occupational Health and Safety Act.
- 18.04 The Employer shall provide a proper and adequate place of shelter sufficiently heated and securely locked in which the workers may eat their lunch and store their clothes. Sanitary toilets shall be provided in accordance with the Occupational Health and Safety Act. This provision will have been complied with if the Employer has made arrangement with the general contractor, or other parties for the use of existing facilities.
- 18.05 No employee shall be discharged by the Employer because they fail to work in unsafe conditions which are likely to endanger themselves. A refusal by an employee to abide by such safety regulations after being warned may be just cause for dismissal.
- 18.06 The Employer agrees to compensate employees on proof of loss for stolen clothing up to a maximum of four hundred dollars (\$400.00) per calendar year.
- 18.07 The Employer agrees to provide protective leather gloves and jackets when required by welders.

**ARTICLE 19 - BUSINESS REPRESENTATIVE
AND SHOP STEWARD**

19.01 The Business Representative(s) of the Union shall have access to all jobs during working hours but in no case shall their visit interfere with the progress of the work. When visiting a job, they will first advise the superintendent or other supervisory personnel of the Employer.

19.02 No discrimination shall be shown against any steward for carrying on their duties, but in no case shall their duties interfere with the progress of work. It is agreed that stewards, up to a maximum of two (2) per company, may be appointed by a representative of the Union, who shall notify the Employer before they can be recognized. The stewards, providing they are capable of performing the regular work, shall be the last person retained by the Employer, save and except a foreperson. The stewards will be responsible for reporting any disputes to the Employer and Union Representative so that they can be taken up in the proper manner without delay. The Union steward shall not be excluded from a gang for overtime work provided they are willing and capable of performing the available work.

19.03 **Safety Representative**

(a) In accordance with the Occupational Health and Safety Act and in co-operation with the Employer's overall program of accident control and prevention, the Union may appoint one of its members as the Union Safety representative, however, this appointment shall not interfere with the Hiring Hall Provisions of the applicable Local Union, nor shall it unreasonably interfere with the employee's work. Such Representative shall be allowed the necessary time to perform their duties relating to job safety and wherever possible, time for these duties shall be scheduled in co-operation with the Employer and the Employer shall not unreasonably refuse such necessary time.

(b) Both the Employer and the Union agree that establishing a Joint Health and Safety approach to the Erection of Precast would be beneficial to the industry. To that end, both parties agree to the following:

The Provincial Apprenticeship Committee established for the Precast industry (PAC) shall develop Guidelines to the Structure and Function of an industry wide Health & Safety Committee. The committee shall have equal representation from the Employer and the Union and develop such Guidelines that will be incorporated and form part of the Agreement.

Within six (6) months of ratification of this Collective Agreement, the parties agree to meet and develop the Guideline referred to herein. The agenda shall include a discussion of Health & Safety Representative Protection.

- 19.04 The Employer agrees to hold Safety talks (tool box talks) on April 28th of each year at 11.00 a.m., where a moment of silence will be observed to remember and pay tribute to those workers who have been injured or suffered from occupational diseases or have died on the job.

ARTICLE 20 - NO STRIKES, NO LOCKOUTS

- 20.01 In view of the grievance and arbitration procedure provided in this Agreement, it is agreed by the Union that there shall be no strike and the Employer agrees that during the term of this Agreement there shall be no lockout.

ARTICLE 21 - TRAVELLING - BOARD AND MILEAGE ALLOWANCE

- 21.01 For the purpose of this Agreement, the “point of origin” of any Employer shall be as established prior to the effective date of this Agreement or as mutually agreed between the Employer and the Union from time to time. Where possible the Employer shall notify employees required to work out of town (overnight) one week in advance.

- (a) When an employee of an Employer is required to work on a project outside the free zone and other specified zones established in Local 506, they shall be paid seven dollars (\$7.00) as of May 1, 2019, for every twenty (20) kilometers measured by radius from the limit of the free zone and return.

May 1, 2020, this amount shall stay at seven dollars (\$7.00); effective May 1, 2021, this amount shall increase to seven dollars and twenty-five cents (\$7.25). If an employee is required to use their own car, mileage will be paid extra.

- (b) Point of Origin and zones for local 506, Hwy 7 to the north; Kennedy Road to the east; Highway 27 to the west
 - (c) LiUNA and O.P.C.M.A. agree to meet and jointly develop a map detailing the free zone and each twenty (20) kilometer radius for the purpose of Article 21.01 (a) and (b). Upon the mutual Agreement such map shall be made available as a separate hand out to this agreement or electronically.
- 21.02 (a) When an employee is required to use their own vehicle, the Employer shall provide reasonable and adequate free parking between Dufferin / Lawrence / Don Valley, at the site or close to the site.
- (b) When an employee is required to be picked up and transported to the Project, the Employer will provide reasonable and adequate free parking.
- 21.03 When an employee is required to use their own vehicle to work on a project outside the free zone in 21.02, effective May 1, 2022, they shall be paid sixty cents (\$0.60) per road kilometer from the limit of the said free zone to the project, each way.
- 21.04 Employees required to stay overnight shall receive a meal allowance for each day they are away and shall be provided with clean, adequate lodging, in the amount of seventy dollars (\$70.00) effective May 1, 2022.
- 21.05 Employees travelling between jobs during regular working hours shall be paid their regular rate of pay.
- 21.06 Employees who are obliged to be away from the point of origin for extended periods of time shall have transportation paid for or supplied, from destination back to the point of origin and return, once every week and be paid in accordance with Article 21.02.
- 21.07 Employees who qualify for payment under Article 21.04 or Article 21.05, shall receive such payment on a separate cheque.

21.08 Employees employed at the point of origin of any Employer shall have complete mobility throughout the geographic area of this Agreement, provided that an Employer will attempt to use local persons where practical.

21.09 Travel Allowance for Board Area 8 (York County 506 Only)

(a) When working and traveling time exceed sixteen (16) hours per day employees shall be paid the out-of-town meal allowance.

21.10 **Transportation, Room and Board Allowance for Local 607 Area**

(a) (i) **Commuting Allowance**

All employees who reside within forty (40) kilometers of the project immediately prior to the start of the project are considered local residents and no commuting allowance is payable. Where commuting is necessary between the project and the place from which board and lodging is received by the employees, commuting allowance shall be paid for every road kilometer travelled beyond eight (8) road kilometers of the project. Suitable transportation will be supplied when necessary. Commuting allowance will be paid at the following rates:

May 1, 2006: forty-six cents (\$0.46) per kilometer.

(ii) On work at a construction site beyond forty (40) road kilometers of their residence, an employee who commutes daily from their residence shall receive a commuting allowance at the following

May 1, 2006: forty-six cents (\$0.46) per kilometer;

for all kilometers over forty (40) kilometers each way to and from the project and their residence.

Employees commuting daily from their residence as above, shall also receive commuting time based on straight time rates for all time spent commuting between their residence and the project over forty (40) kilometers each way. Such time shall be computed at an average of eighty (80) kilometers per hour.

(b) **Travel Allowance**

On work at a construction site, all employees receiving board and lodging shall receive travel allowance based on the distance between their residence and the project. This allowance shall be paid once at the beginning and once at the time of termination of the job or the worker's employment. The employee will receive their travel allowance within forty-eight (48) hours of reporting to the job site.

Where the employee has no transportation available, such transportation shall be supplied by the Employer and it will be first class transportation, in which event no travel allowance will be payable. Travel allowance will be paid at the following rates:

May 1, 2006: forty-six cents (\$0.46) per kilometer.

(c) **Travel Time Allowance**

Time spent to and from the job will be paid at regular hourly rates up to a maximum of eight (8) hours per day in anyone (1) day. Travel time will be calculated at an average of eighty (80) road kilometers per hour. Travel time shall be paid once at the beginning of the job and once at the termination of the job or termination of the worker's employment.

(d) **Wrap Around**

Each employee on a project shall be paid their travelling allowance to and from the job site every forty-five (45) calendar days. This shall be paid whether or not the employee actually returns to their place of residence.

(e) **Lodging**

On work at a construction site, all employees, except those who have resided within a distance of eighty (80) road kilometers of the project, immediately prior to the start of the project, shall receive suitable lodging acceptable to the Employer and the employee without cost to the employee, on a seven (7) day basis for each day the employee is available for work at the construction project.

(f) **Board**

On work at a construction site, all employees, except those who have resided within eighty (80) road kilometers of the project, immediately prior to the start of the project, shall receive suitable board, without cost to the employee. In areas where commercial eating establishments are available, the Employer shall pay employees the following allowance:

May 1, 2013: forty-one dollars and fifty cents (\$41.50) per day;
May 1, 2014: forty-four dollars (\$44.00) per day;

in lieu of board for each day the employee is available for work at the construction site.

An employee in receipt of board allowance beyond one hundred and sixty (160) road kilometers from their his residence to the construction project shall be paid board allowance on a seven (7) day basis.

- (g) Upon mutual agreement between the Employer and the Union, the above lodging and board allowances will be combined in a lump sum of one hundred and twenty dollars (\$120.00) per day, for each day the employee is available for work.
- (h) Where a camp meeting, the standards of Article 21.11 Camp Accommodations is provided by the Employer, employees must stay in the camp, and no allowances under Articles 21.10 (e), (f) and (g) are payable by the Employer, unless otherwise determined by mutual agreement of the parties. Authorized Union Representatives shall have access to camp accommodation, free of charge, where the same are provided the employees.

21.11 **Camp Accommodation for Local 607 Area**

- (a) When the parties of this Agreement are responsible for the building of a camp for board and housing accommodation, the following shall apply: camp accommodations, standing and mobile, will be built and installed by members of Trade Unions recognized by the Building Trades Council. It will not be a violation of this Agreement if the members of the Union refuse to occupy such camps, whether standing or mobile, if the above clause has not been adhered to.

The acceptable standard camp conditions governing both standing and mobile, will be as follows:

(i) **Camp Site**

Every camp shall be so located that good natural drainage is provided against year-round climatic conditions.

(ii) **Occupancy**

No camp shall be occupied before inspection and sanction by the duly authorized Camp Committee. This shall apply to any and all conditions.

(iii) **Accommodations**

The standard accommodation shall be approximately one hundred and twelve (112) square feet of floor space per room for two (2) individuals. Two (2) enclosed clothes cupboards of at least six (6) square feet of floor space and of sufficient height to allow the hanging of overcoats and the like.

One (1) light for each bed, one (1) light (ceiling) for each room, and one (1) wall plug for each bed.

Two (2) beds per room with box spring mattress at least six (6) feet in length.

One window per room; one (1) mirror per room; one (1) table and two (2) chairs per room; one (1) wastepaper basket.

Rooms to be fully enclosed with a door and lock and key.

There shall be individually room-controlled heat by valve or damper. Clean linen once a week; blankets laundered out every three (3) months or when deemed necessary. New employees to be supplied with clean blankets and sheets.

Interior or bedrooms painted, including washrooms.

All floors in all rooms to be covered with material other than wood,

i.e. -lino or tile.

Toilet and Washroom Facilities

1 - 15 workers	2 flush toilets
16 - 30 workers	4 flush toilets
31 - 45 workers	5 flush toilets
46 - 60 workers	6 flush toilets
61 - 75 workers	7 flush toilets
76 - 90 workers	8 flush toilets

One (1) additional flush toilet for every fifteen (15) workers thereafter.

There shall be sufficient urinals, one (1) shower for every ten (10) workers, one (1) wash basin for every five (5) workers, to be of the porcelain type, as in household bathroom, and one (1) mirror to each basin.

One (1) laundry room washing machine, dual washtub for every twenty-five (25) workers, one (1) separately heated dry room for every housing unit. (The foregoing to be contained in the same building as the sleeping quarters.) One dryer to be located in the laundry room.

(b) Recreation

Recreation rooms shall be supplied. Smokes and soft drinks will be available.

Outside walls of the above to be completely closed in during the cold weather.

Sidewalk to be provided between the living quarters and from living quarters to dining rooms and recreation rooms.

The above to be standards for stationary or permanent type camps. In the initial construction of the above, the camp construction workers in areas where there are no hotel accommodations, shall construct housing as is necessary for them (this is not to be a tent).

When bunkhouses are built to the degree that they can be occupied, the camp construction workers shall move

into such quarters, and their original buildings shall be disposed of or not used for lodging from that time on.

(c) **Mobile Camps**

In the matter of mobile camps, such camps are acceptable providing the standards of accommodation equals that which are outlined below:

Only trailers that are built, conveyed to the campsite, set up, maintained by members of affiliated Unions to the various Building and Construction Trades Councils, will be acceptable. When trailers are used, they must be spaced no less than seven (7) feet apart and be staggered so that when doors are opened, the hallways are not blocked.

Washrooms must be situated so that they are readily accessible by weatherproof walkways from the sleeping trailers.

There must be individual heat in each room occupied by two (2) individuals, by propane or the equivalent or not less than 20,000 B.T.U.

(d) **Catering**

Cafeteria style of serving meals will be acceptable, providing dishes are carried back by the culinary staff. The food shall be of good quality and have the approval of the Camp Committee of the Building and Construction Trades Council of Ontario.

There shall be sufficient housekeeping staff supplied by the culinary workers to keep the bunkhouses clean, and beds shall be made up each day by such staff.

Kitchen facilities, equipment and food supplies shall be subject to inspection by the duly authorized Camp Committee at any and all times, and further, all grievances shall be dealt with by said Committee.

21.12 Travel Allowance for Local 837 (Hamilton Only)

- (a) Employees transported to the job outside of the free zone from the plant will be paid a travel allowance per round trip in

accordance with the zones defined on the travel map, which will be provided by Local 837 upon request.

- (b) Travel allowance for any work beyond the zones indicated on the map will be paid for at the applicable rate for each addition twenty (20) mile radius.

The Employer will supply each employee with a copy of a map with zones illustrated.

- (c) Free Zone– per 20 mile radius
 - Zone 1-\$17.00 each way (\$34.00 return) per 20 mile radius
 - Zone 2-\$22.00 each way (\$44.00 return) per 15 mile radius
 - Zone 3-\$27.00 each way (\$54.00 return) per 15 mile radius
 - Zone 4-\$32.00 each way (\$64.00 return) per 20 km radius

Each subsequent zone of 20 km shall increase by \$5.50 each way (\$11.00 return)

- (d) Only for Local 837
 - (1) The employee that drives from the shop to job site (the “Designated Driver”) will receive \$7.50 each way in the Freezone (\$15.00 return) in addition to the travel.

The additional travel allowance referred to in paragraph 1 will become effective on January 1, 2017. For greater certainty, the additional travel allowance will not be paid for any trips taking place prior to January 1, 2017.

- (2) The additional travel allowance referred to in paragraph 1 will not be paid for any travel within the “free zone” referred to in the Collective Agreement.
- (3) For greater certainty, only one person will receive the additional travel allowance per trip;
- (4) The additional travel allowance will only be paid for travel to and from the job site. It will not be paid for trips that do not involve travel between the shop and the job site (e.g. travel from a hotel to a job site);

(5) Drivers are paid seven dollars and fifty cents (\$7.50) each way in the Free Zone.

(6) Arbitrator Jules Bloch will remain seized of any dispute arising from Article 21.12 (d).

21.13 Travel allowance for all other locals

For Locals 183, 183 Kingston, 493, 527, 625,1036, 1059, and 1089, the transportation and room and board allowances set out in their respective Provincial ICI local union schedules shall be adopted and incorporated into this Article.

ARTICLE 22 - REFRESHMENT BREAKS

22.01 The Employer agrees that all employees will be allowed a refreshment break of ten (10) minutes during the hours of work on each half of their respective designated working shifts, with no loss of pay to the employees.

ARTICLE 23 - PRE-JOB NOTIFICATION

23.01 The Employer agrees to notify the office of the:

Labourers' International Union of North America,
Ontario Provincial District Council

1315 North Service Rd. East Phone: (289) 291-3678

7th Floor, Suite 701 Fax: (289) 291-1120

Oakville, ON L6H 1A7

and the Local Union which represents the employees involved, not less than one (1) week in advance of the intended start of erection of all jobs in the Province of Ontario. Method of notification can be by wire, mail or telephone. In the event that a problem is contemplated on a project by either party, then the company and the Union shall meet, if necessary, at the request of the parties.

Notification shall also be sent to the OPCMA and shall include the following; name and location of job site; name of general contractor and/or developer; approximate start and finish dates; anticipated hours to be worked.

ARTICLE 24 - JURISDICTIONAL DISPUTES

24.01 When a work claim dispute arises between the Union and/or the Local Union, which is a party to this Agreement and any other Union, person or organization, which cannot be settled to the satisfaction of all parties concerned, such a dispute shall be processed as a complaint to the Ontario Labour Relations Board requesting an order as outlined in Section 99 of the Labour Relations Act. In the meantime, the work of the Employer will be assigned to the employees of the Employer unless it he/she is otherwise directed by the Ontario Labour Relations Board.

ARTICLE 25 - TRUST FUNDS AND REMITTANCE

25.01 (a) It is agreed that the established Local Unions' Employee Benefits Trusts shall continue and the Employer shall pay an amount so specified in the Local Union Schedules per hour earned by each employee covered by this Agreement. Such monies shall be entered on a form as designated by the Trustees from time to time and remitted directly to the said Welfare Fund by the fifteenth (15th) day of the month following the month for which contributions were made.

(b) The established Welfare Plans of each Local Union shall be complied with as required herein. A Local Union shall have the right to make changes or adjustments to its Welfare Plan, including the establishment of new deductions, so long as it provides sixty (60) days' notice to the Employer Association and the total negotiated wage package in the applicable Schedule or Appendix is modified such that the total payment of wages, vacation pay, welfare, pension, and training remains unchanged.

25.02 The established Welfare Plans of other Locals, members of the Union, shall be complied with as required herein provided that, except in the case of a General Precast Labourer, the total payment of wages, vacation pay, welfare, pension and training shall be equal to the total provided herein and wages shall, if necessary, be adjusted to comply with this requirement.

25.03 Any Provincial or Federal taxes required to be paid by the

Employer on contributions pursuant to this Agreement are not included in and are in addition to the specified amounts. The Employer agrees to pay such taxes along with the contributions to which they pertain.

25.04 Notwithstanding any other provisions of this Agreement, Appendix or Local Union Schedule, the Employer shall pay the sum of five cents (\$0.05) for each hour worked to the Labourers' International Union of North America, Canadian Tri-Fund and remit same to the LiUNA Pension Fund of Central and Eastern Canada on the fifteenth (15th) day of the calendar month following the month in which these hours were worked.

25.05 It is agreed that the Employer shall pay into the established LiUNA Pension Fund of Central and Eastern Canada the hourly contributions as specified in each Local Union's wage schedule.

Such contributions shall be paid to the Trustees of the Pension Fund on or before the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance form for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contribution shall include all obligations arising from the hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month.

25.06 In the event the Employer fails to forward or deliver contributions and/or deductions and supporting information in accordance with Article 25, the Employer shall pay to the Trustees, as liquidated damages and not as penalty, an amount of five percent (5%) of the arrears for each month or part thereof, (which is the equivalent of sixty percent (60%) per annum), from the due date for any delinquent contributions fifteen (15) days in arrears, provided the Employer has received five (5) days prior written notice to correct such delinquency and has not done so.

25.07 Each Employer bound by the terms of this Agreement agrees that upon the written authority of the Joint Board of Trustees, of any jointly trusted benefit plan to which the Employer is required to make contributions, afford the Trustees the following:

(a) With reasonable cause, the Trustees may appoint an

independent chartered accountant to enter upon the Employer's premises during regular business hours to perform an audit of the Employer's payroll records, only with respect to Employer contributions to the required Employee Benefit Funds, or at the option of the Employer, it shall direct its chartered accountant to provide a certified audited statement in reply to questions submitted by the Trustees in this regard.

- (b) All fees and costs in connection with the Trustee appointed auditors shall be borne by the applicable Trust Funds.
- (c) Where an Employer opts to direct its chartered accountant to provide a certified audited statement, the cost of such audit shall be borne by said Employer.

25.08 In the event such audit reveals the Employer has failed to remit contributions in accordance with the provisions of this Agreement, (save and except technical and/or clerical errors) the Employer shall, within ten (10) Days of receipt of written notice from the Joint Board of Trustees, conform with the following:

- (a) Remit all outstanding contributions to the Administrator of the applicable Welfare, Pension or Vacation Pay Trust Funds, plus interest at the rate of sixty percent (60%) per annum on such delinquent sums.
- (b) Complete and remit supporting contributions report forms as required by the Trustees.

25.09 If the Employer does not have any employees in its employ, a Nil Report should be filed.

25.10 (a) In the event that a grievance alleging that an Employer has failed to make the proper payments to any Trust Fund or party as required by this Agreement, the parties agree that for the purposes of determining any issue, the following presumption shall apply:

A statement signed by a member of the Union, a business representative, a trustee or the administrator of the Trust Fund, shall be prima facie evidence of the number of hours worked by members of the Union, and of a failure to make

the appropriate payments as required by this Agreement. This evidence shall establish only a rebuttable presumption and may be challenged by the Employer with proper documentary evidence.

- (b) If the Ontario Labour Relations Board or a Board of Arbitration to which a grievance alleging failure to make applicable payments required by this Agreement, determines that an Employer has violated Article 25, then the Ontario Labour Relations Board or the Board of Arbitration shall also require the Employer to pay all reasonable costs incurred by the Union in prosecuting the grievance including but not limited to, all arbitration and/or Ontario Labour Relations Board fees, legal fees and costs on a solicitor and client basis, travel, meal and accommodations, costs of all witnesses and business representatives, conduct money, costs incurred in serving a summons, any expenses incurred by the Union pursuant to section 133 of the Labour Relations Act or otherwise, for the Board of Arbitration and/or Ontario Labour Relations Board.

25.11 When a delinquent Employer commences business or undertakes a project for the first time in the area of a Local Union, the Local Union may require an Employer to post or secure a letter of credit to cover any delinquencies to Trust Funds or Administrators, or amounts owing for wages, as required by this Agreement. The maximum amount of the letter of credit shall be the amount the Employer would be expected to contribute for a four (4) month period.

25.12 **Prepaid Legal Services**

In the event a Local Board of Trustees opts to establish a prepaid legal service plan during the life of this Agreement, the parties to this Agreement agree, that upon sixty (60) days' written notice, they will rearrange the total negotiated wage package at the time of implementation of the plan to provide the necessary contributions for funding such plan.

25.13 Within sixty (60) days written notice to the Association, the Union may amend the amount of contributions for pension, GRSP, welfare, training and deductions for union dues. Any such adjustment shall not affect the total wage package.

25.14 **Local 1059 Group RRSP**

Two dollars (\$2.00) per hour worked shall be deducted and remitted to Local 1059 for a Group RRSP. Such amounts shall not be taxed on a weekly basis and shall be deducted from the gross pay for the computation of taxes. These monies shall be remitted to Local 1059 by the fifteenth (15th) day of the month following the month for which deductions were made.

25.15 Local 506 only re De Novo – to apply to Local 506 only. The Employer and Union agree to participate in De Novo substance abuse program.

25.16 **Local 506 Scholarship Fund**

The Union may add a deduction for a scholarship fund during the term of this agreement on (90) ninety days' notice to the Employer Association and the Employer shall remit same to Local 506 by the (15th) fifteenth of the month following the month for which deductions were made.

ARTICLE 26 – LABOURERS' UNION

**ADMINISTRATION FUND DEDUCTIONS
AND CONTRIBUTIONS**

26.01 The Employer agrees to deduct from each employee covered by the terms of this Agreement, local working dues at the rate provided for in the applicable Local Union Schedule which shall be remitted to the Secretary-Treasurer of the applicable Local Union by the fifteenth (15th) day of the month following the month in which such deductions were made. All contributions, deductions and remittance reports shall be sent electronically, where the employer has such capability, or physically to the appropriate fund.

26.02 The Employer agrees to deduct from each employee covered by the terms of this Agreement Ontario Provincial District Council dues at the rate of forty cents (\$0.40) per hour (which includes Ontario Construction Secretariat Fund) and to remit same directly to the LiUNA Pension Fund of Central and Eastern Canada, along with pension contributions. The amounts of the Ontario Provincial District Council working dues deduction, as well as the recipient of said deductions, may only be altered by the Secretary-Treasurer

of the Ontario Provincial District Council on forty-five (45) days' notice in writing to the Employer Bargaining Agency.

- 26.03 The Employer shall, when remitting local union working dues and Ontario Provincial District Council dues, submit a list of names and social insurance numbers for and on whose behalf such deductions were made, on one (1) Standard Benefits Reporting Form showing all applicable deductions and/or contributions.
- 26.04 The aforesaid remittances shall be made directly by the Employer as described above notwithstanding anything contained in any other Article, Appendix or Schedule of this Agreement.
- 26.05 The Council undertakes to hold harmless and agrees to indemnify the Employer, its successors, administrators and assigns, against any liability incurred by each or all of them by reason of their having made payments into the Labourers' Administration Fund.

**ARTICLE 27 - ONTARIO PRECAST CONCRETE
MANUFACTURERS' ASSOCIATION FUND**

27.01 Each Employer within the scope of Article 2.01, and therefore bound by this Agreement, shall contribute twenty-five cents (\$0.25) per hour for each hour worked by each employee covered by this Agreement, and remit such contributions to Global Benefit Plan Consultants Inc., 88 St. Regis Crescent South, Toronto, ON, M3J 1Y8 [Tel: (416) 635-6000 / Fax: (416) 635-6464]. Such amounts on receipt shall be immediately paid to the Ontario Precast Concrete Manufacturers' Association as each Employer's contribution to the Industry Fund.

**ARTICLE 28 - REINSTATEMENT OF EMPLOYEES
UPON RETURN FROM INDUSTRIAL ACCIDENT**

- 28.01 An employee injured in the performance of their duties will resume their former position when medically fit to do so provided their former position was filled by an employee who, subsequent to the time of injury, was hired by the Employer or transferred or otherwise assigned to such position.
- 28.02 The above shall not apply if the injury is attributable solely to the willful misconduct of the employee.

ARTICLE 29 – INDUSTRY, GRADING,

RETRAINING AND SAFETY

- 29.01 The parties agree to maintain, as presently established, the Industry Retraining Program presently in effect in Local Unions and contribute the hourly amount indicated for each Local Union in the wage schedule provided that the total cost of participating in said plan does not exceed the cost of the present plans and that such cost shall be deducted from the total negotiated wage package.
- 29.02 A training sub-committee shall be formed to establish a Training Plan to include direction in regard to on-site safety precautions. Such committee, on establishment of the Plan, also shall direct Employers to supply classification lists of employees.
- 29.03 The parties agree to form a Sub-Committee to produce a recommendation for the implementation of a Precast Erection Apprenticeship. The Sub-Committee’s recommendation will be brought back to the Council and the Ontario Precast Concrete Manufacturers’ Association for final approval of any program.

ARTICLE 30 - LOCAL SCHEDULE

EXEMPTION OR AMENDMENT

- 30.01 (a) Where a particular clause, article or provision contained within this Collective Agreement works a hardship on a specific geographic area within the jurisdiction of a Local Union, the Local Union and the Local Employer’s Group may reach a Memorandum of Local Exemption or Amendment, in writing, to exempt or amend the particular clause, article or provision of the Local Union Schedule and/or Trade Appendix for the geographic area within the jurisdiction of the Local Union specified in the Memorandum of Local Exemption or Amendment and such Local Agreement shall be ratified by the Employer and Employee Bargaining Agencies.
- (b) Where the Local Union and the Local Employers Association agree on a procedure to amend the terms of the Local Schedule and/or Trade Appendix, as it applies to their local area, then that procedure shall be ratified by the Employer and Employee

Bargaining Agencies and Articles 30.03 to 30.07 hereunder shall not be applicable to requests for amendment(s) to the Local Schedule and/or Trade Appendix applicable to their local area.

- (c) Where a matter referred to under this Article is not resolved between the parties within seven (7) calendar days, the matter may be referred to the Provincial Joint Conference Board (“the PJCB”) by either party in accordance with Article 30.02 hereunder.

30.02 (a) Where no agreement is reached between the parties in accordance with Article 30.01, either party may refer the matter to the PJCB. The PJCB shall be made up of six (6) representatives, with three (3) appointed by the Employee Bargaining Agency and three (3) appointed by the Employer Bargaining Agency. Appointments to the PJCB shall be made with regard to the matter in dispute and will not include representatives of the Local Union, Employer Association or Trade Association party to the dispute.

- (b) The PJCB shall meet with the parties and attempt to resolve the matter(s) in dispute. The PJCB will have no power to make final and binding determination of the matter(s) in dispute, except where the parties to the dispute mutually agree to authorize the PJCB to make a final and binding determination. Where the PJCB is authorized to make a final and binding determination, the PJCB shall render such a decision based only on unanimous agreement of all members of the PJCB or in the absence of a recorded dissent by a member of the PJCB. Where the matter(s) in dispute is not resolved within seven (7) calendar days, it may be referred in accordance with Article 30.03 hereunder.

30.03 The Employer Bargaining Agency may refer any matter not resolved under the terms of Articles 30.01 or 30.02 to final and binding determinations by an Arbitrator chosen from the appended list of persons who shall be retained by the parties for the duration of the Collective Agreement.

- (i) The Employer Bargaining Agency may propose amendments, which would apply to any of the following:

- (a) The kind of work performed, which could be all work performed in the industrial, commercial and institutional sector or a specified kind of that work.
 - (b) The market in which it is performed, which could be work performed for all of the industrial, commercial and institutional sector or a specified market in it.
 - (c) The location of the work, which could be work performed in all of the affiliated bargaining agent's geographic jurisdiction or a specified portion of it.
 - (d) Amendments with regard to a specific job or project.
- (ii) The Application may seek only amendments that concern the following matters:
- (a) Wages, including overtime and shift differentials.
 - (b) Restrictions on the hiring of employees who are members of another affiliated bargaining agent that is in the same Employee Bargaining Agency as that in which the affiliated bargaining agent is a member but who are not members of the affiliated bargaining agent.
 - (c) Restrictions on an Employer's ability to select employees who are members of the affiliated bargaining agent.
 - (d) Accommodation and travel allowances.
 - (e) Hours of work and work schedules.

The Employer Bargaining Agency agrees that it will not refer frivolous or minor claims under this Article.

30.04 The person selected to arbitrate any matter pursuant to Article 30.02 above shall, at the request of either party, mediate those matters, but in no case shall the time periods in Article 30.05 be exceeded.

30.05 (a) The Employer Bargaining Agency shall submit its final position with regard to amendments to the Collective Agreement, to the Arbitrator, with a copy to the Employee Bargaining Agency, and the Employee Bargaining Agency

shall likewise submit its final Proposal for Amendment (if any) to the Collective Agreement to the Arbitrator. The Arbitrator shall, at their sole discretion, hold hearings or request further clarification from either party, and if satisfied that the terms of the Collective Agreement places the Employer(s) at a competitive disadvantage, the Arbitrator shall choose the Proposal for Amendment to the Collective Agreement, which removes the competitive disadvantage. Such selection shall be made within fourteen (14) calendar days of the date of the referral by the Employer Bargaining Agency and shall amend the Collective Agreement as proposed. The Arbitrator shall not provide reasons for their selection.

(b) The Arbitrator shall select the final proposal which most achieves the objective of removing the hardship under Article 30.01 and with the least changes to the terms of the Collective Agreement.

30.06 No amendment(s) pursuant to this Article will have application, following the expiry date of this Collective Agreement.

30.07 Where the Employer Bargaining Agency has made a final proposal pursuant to Article 30.05 and such proposal has been rejected by an Arbitrator, no proposal with regard to the same amendment(s) will be made within one (1) year of the rejection.

30.08 The Employer Bargaining Agency agrees to oppose any request or application by any Employer Group or Association to become a Designated Regional Employers Organization under Bill 69, other than the Local Employer Associations and/or Local Trade Associations referred to in and covered by this Collective Agreement.

ARTICLE 31 – LIABILITY

31.01 It is further agreed and understood that no liability shall attach to the Labourers' International Union of North America by reason of any unauthorized act of any employee of the Employer or of any Local Union and/or District Council or official thereof.

ARTICLE 32 – PRECAST ERECTOR APPRENTICESHIP

32.01 Exclusivity

All workers doing Precast Erection (members of crew) shall be Precast Erectors or Apprentices. Welders are not included.

32.02 A separate committee for training standards and testing will be established.

32.03 All new apprentices must be pre-qualified by a committee comprised of representatives from the Employer, the Training Centre and the Union.

32.04 (a) Each Employer, at its sole discretion, will determine the number of apprentices on their payroll, subject to the limitation that, on a company-wide basis, the number of apprentices will not exceed a ratio of one (1) apprentice to four (4) for Erector Journeypersons. Welders are not included in the ratios. Patchers shall not exceed a ratio of two (2) Journeypersons for one (1) Apprentice.

Apprentices shall not be scheduled to work ahead of a Journeyperson.

(b) Where an Employer, because of a long-term shortage of work is forced to lay-off employees, apprentices will be laid off first. “Long Term” shall be defined as five (5) working days.

32.05 Length of apprenticeship shall be thirty-five hundred (3,500) hours of work and training.

32.06 Rates of Pay

As a percentage of the Journeyperson rate:

65% for the first 800 hours of work and training;

70% from 800 hours to 1,600 hours of work and training;

75% from 1,600 hours to 2,400 hours of work and training;

80% from 2,400 hours to 3,200 hours of work and training;

100% after 3,500 hours and successful completion of all training.

Increments may be withheld if an apprentice fails to progress to

the satisfaction of their Employer and/or fails a term of in-school training. This may be reviewed by a committee comprised of both sectors and the Training Centre.

32.07 **Payment During In-School Training**

Apprentices will be paid sixty percent (60%) of their current wage level while training at school.

32.08 **Recall**

- (a) No apprentice can be recalled until all regular Journeypersons have been recalled.
- (b) Once all Journeypersons have been recalled, former apprentice employees can be recalled. The ratio of apprentices to Journeypersons will not exceed one (1) apprentice to each four (4) Journeypersons, such ratios applying to the total workers in each company. Welders are not included in the ratios.

Each Employer, at its sole discretion, will determine the number of apprentices on their payroll, subject to the limitation that, on a company-wide basis, the number of apprentices will not exceed a ratio of one (1) apprentice to four (4) for Erector Journeypersons. Welders are not included in the ratios. Patchers shall not exceed a ratio of two (2) Journeypersons for one (1) Apprentice. Apprentices shall not be scheduled to work ahead of a Journeyperson.

- (c) Any variation of the criteria set out above shall be agreed to in writing between the Business Manager of the Local Union and the Employer.
- (d) This Agreement shall be effective on signing and should either party wish to revise or terminate this Agreement, either party shall furnish to other with Notice of Termination or revision if not less than thirty (30) days before the fifteenth (15th) day of any calendar month.

32.09 The Union and Employer are committed to developing and implement training program(s) in regard to “caulking” in the Field of Precast.

The Employer also agrees to participate in such training within the duration of this Agreement.

32.10 **Training for Erectors and Patchers**

The parties hereby agree to recognize and support the Precast Concrete Erector Apprenticeship Program with the Ontario Ministry of Training, Colleges and Universities. They also agree to participate on Provincial Apprenticeship Committees (PAC) and that any program and plan of training established by an LAC shall be incorporated in their entirety into and form part of this agreement, as if an original part thereto.

- (a) The Apprentice agrees to follow all training and instruction provided during the term of apprenticeship and abide by the conditions outlined in General Requirement of the Precast Concrete Finisher Apprenticeship Training Standards. The Apprentice understands that leaving the apprenticeship program may terminate their membership in the Union.
- (b) Apprentices employed under this Agreement shall be required to attend apprenticeship school when directed to do so by the Provincial Apprenticeship Committee (PAC).
- (c) Any Apprentices refusing to attend or not attending school when directed by the PAC shall be sufficient cause for suspension or discharge from employment.
- (d) The Employer will provide on the job training, pay, wages, and abide by ratios and in-class requirements as set out herein.
- (e) The Union agrees to accept Apprentices as apprentice members of the Union with the benefit and privileges of the Union membership except as limited for Apprentices by the Constitution, by-laws and working rules of the Union. These benefits and privileges cease should the Apprentice leave the program.
- (f) Increments may be withheld if an Apprentice fails to progress to the satisfaction of their Employer and/or fails a term of in-school training. This may be reviewed by a committee comprised of both sectors and the Training Centre.

RATIO AND APPRENTICES

- (g) No Apprentice shall be employed if Journeypersons are not in the employ of the Employer.
 - (i) All overtime shall first be offered to Journeypersons prior to any Apprentices on a project.
- (j) Any variation of the criteria set out above shall be ratified by their respective principals prior to implementation.

MISCELLANEOUS

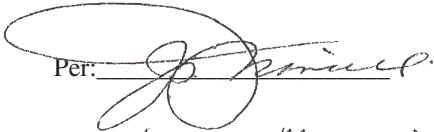
- (k) No Apprentice shall act in a supervisory capacity.
- (l) A record book showing which Employer the Apprentice has worked for, the type of work performed, and the amount of hours worked shall at all times be kept by the Apprentice and signed by each Employer for inspection by any perspective Employer, the Training Centre and the Union.
- (m) The Employer shall from time to time sign off on the Apprenticeship Training Standards record book.

ARTICLE 33 – INDIGENEOUS CONTENT COMMITMENT

- 33.01 The Employer and the Union agree to discuss and cooperate to encourage opportunities for local and Indigenous employment under the terms and conditions of the Agreement.

SIGNED ON BEHALF OF THE PARTIES THIS 2nd DAY OF MAY, 2022.

FOR:
LABOURERS'
INTERNATIONAL UNION
OF NORTH AMERICA


Per: 
Joseph S Mancinelli

(PRINT NAME)

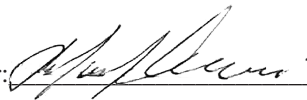
Per: _____

(PRINT NAME)

FOR:
ONTARIO PRECAST
CONCRETE
MANUFACTURER'S
ASSOCIATION

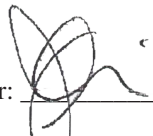
Per: 
DIGITALLY SIGNED


Anthony V. Bombini
(PRINT NAME)

Per: 

MAURO BRANCALONI
(PRINT NAME)

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
ONTARIO PROVINCIAL DISTRICT COUNCIL, ON BEHALF OF ITS
AFFILIATED LOCAL UNIONS

Per: 
JACK OLIVEIRA
(PRINT NAME)

Per: 
Paul Hickey

(PRINT NAME)

LETTER OF UNDERSTANDING

BETWEEN

**ONTARIO PRECAST CONCRETE
MANUFACTURERS' ASSOCIATION**

- AND -

**THE LABOURERS' INTERNATIONAL UNION OF NORTH
AMERICA, AND THE LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, ONTARIO PROVINCIAL DISTRICT
COUNCIL,**

**on behalf of its affiliated Local Unions, 183,493, 506, 527,
607, 625, 837, 1036, 1059 and 1089**

Re: The Provincial Apprenticeship Committee (PAC):

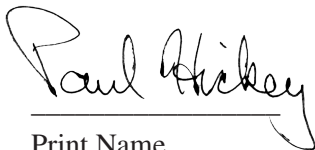
1. In order to maintain a safe, productive and well-trained work force the industry must establish a method of formerly certifying its members.
2. While the PAC committee shall continue to place efforts with the Ontario Ministry of Training, Colleges and Universities and the Ontario College of Trades to certify Precast Erectors, the Employer shall recognize A Journeyperson's Certificate issued by LIUNA Training Centre as a standard of Journeyperson's Qualifications.
3. The PAC will become the focal point for this effort. It is recognized that apprenticeship, skills upgrading, safety practices and safety training are all necessary components. The committee will have a dual role of traditional apprenticeship committee and as an industry wide Safety and Health committee and will deal with the following areas:
 - Article 32- Precast apprenticeship, skills upgrading.
 - To set the prequalification and all apprenticeship standards of training and testing.
 - Article 19.03 (b) To develop guidelines, practices and procedures

for an industry wide Health and Safety Initiative.

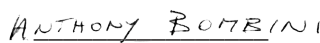
- To develop a Code of Conduct/Code of Excellence.
- 4. Structure- The PAC will be comprised of an equal number of Employer and Union representatives. Alternative members can be named by the respective parties. The parties will alternate the chairperson position. All decisions will be by consensus provided a quorum is present consisting of at least two members of each party plus a chairperson.
- 5. Meetings- At least once per quarter or more often if necessary; normally held at the 506 Training Centre. Agendas and minutes will be produced and distributed for each meeting in a manner which the committee deems appropriate. The Training Director shall be designated as the recording secretary, responsible for recording, preparing and distributing the minutes of each meeting.
- 6. Any decision made by the committee that potentially could amend, add to, or contravene the Collective Agreement, must be expressly approved by the Union and the OPCMA.

For the Union

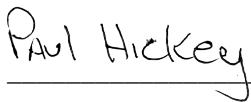
For the Employer



Print Name



Print Name



APPENDIX 'A'

- 1.01 (a) A working Foreperson shall receive a minimum of ten (10%) percent above the base rate of a Precast Erector.
- (b) (i) The selection of Lead Hand shall be at the sole discretion of the Employer, however, such appointment shall not replace the requirement of Foreperson and must be a Journeyperson.
- (ii) A Lead Hand shall receive a minimum of three (3%) percent above the base rate of a Precast Erector.

Local 506

General Precast

											Deduct from Workers			
Effective	Basic	Vacation	Welfare		Training	Tri-	Legal	Total	Industry		Scholar	Working	Retiree	
Date	Rate	Pay	Dental	Pension	Fund	Fund	Fund	Package	Fund	OPDC	Fund	Dues	Fund	
			(E)	(W)	(E)	(W)	(E)		(W)	(W)	(W)	(E)	(E)	
2022-05-02	\$40.01	\$4.00	\$3.90	\$10.15	\$1.05	\$0.05	\$0.07	\$59.23	\$0.25	\$0.40	\$0.05	\$1.25	\$0.30	
2023-05-02	\$42.42	\$4.24	\$4.05	\$10.30	\$1.10	\$0.05	\$0.07	\$62.23	\$0.25	\$0.40	\$0.05	\$1.32	\$0.35	
2024-05-06	\$43.92	\$4.39	\$4.20	\$10.45	\$1.15	\$0.05	\$0.07	\$64.23	\$0.25	\$0.40	\$0.05	\$1.36	\$0.40	

Erector Finisher

											Deduct from Workers			
Effective	Basic	Vacation	Welfare		Training	Tri-	Legal	Total	Industry		Scholar	Working	Retiree	
Date	Rate	Pay	Dental	Pension	Fund	Fund	Fund	Package	Fund	OPDC	Fund	Dues	Fund	
			(E)	(W)	(E)	(W)	(E)		(W)	(W)	(W)	(E)	(E)	
2022-05-02	\$41.55	\$4.15	\$3.90	\$10.15	\$1.05	\$0.05	\$0.07	\$60.92	\$0.25	\$0.40	\$0.05	\$1.25	\$0.30	
2023-05-02	\$43.95	\$4.40	\$4.05	\$10.30	\$1.10	\$0.05	\$0.07	\$63.92	\$0.25	\$0.40	\$0.05	\$1.32	\$0.35	
2024-05-06	\$45.45	\$4.55	\$4.20	\$10.45	\$1.15	\$0.05	\$0.07	\$65.92	\$0.25	\$0.40	\$0.05	\$1.36	\$0.40	

Welder (Certified)

											Deduct from Workers			
Effective	Basic	Vacation	Welfare		Training	Tri-	Legal	Total	Industry		Scholar	Working	Retiree	
Date	Rate	Pay	Dental	Pension	Fund	Fund	Fund	Package	Fund	OPDC	Fund	Dues	Fund	
			(E)	(W)	(E)	(W)	(E)		(W)	(W)	(W)	(E)	(E)	
2022-05-02	\$41.96	\$4.20	\$3.90	\$10.15	\$1.05	\$0.05	\$0.07	\$61.38	\$0.25	\$0.40	\$0.05	\$1.25	\$0.30	
2023-05-02	\$44.37	\$4.44	\$4.05	\$10.30	\$1.10	\$0.05	\$0.07	\$64.38	\$0.25	\$0.40	\$0.05	\$1.32	\$0.35	
2024-05-06	\$45.87	\$4.59	\$4.20	\$10.45	\$1.15	\$0.05	\$0.07	\$66.38	\$0.25	\$0.40	\$0.05	\$1.36	\$0.40	

Foreperson

											Deduct from Workers			
Effective	Basic	Vacation	Welfare		Training	Tri-	Legal	Total	Industry		Scholar	Working	Retiree	
Date	Rate	Pay	Dental	Pension	Fund	Fund	Fund	Package	Fund	OPDC	Fund	Dues	Fund	
			(E)	(W)	(E)	(W)	(E)		(W)	(W)	(W)	(E)	(E)	
2022-05-02	\$47.99	\$4.80	\$3.90	\$10.15	\$1.05	\$0.05	\$0.07	\$68.01	\$0.25	\$0.40	\$0.05	\$1.25	\$0.30	
2023-05-02	\$50.77	\$5.08	\$4.05	\$10.30	\$1.10	\$0.05	\$0.07	\$71.42	\$0.25	\$0.40	\$0.05	\$1.32	\$0.35	
2024-05-06	\$52.49	\$5.25	\$4.20	\$10.45	\$1.15	\$0.05	\$0.07	\$73.66	\$0.25	\$0.40	\$0.05	\$1.36	\$0.40	

Lead Hand

Effective	Basic	Vacation	Welfare		Training	Tri-	Legal	Total	Industry		Scholar	Working	Retiree
Date	Rate	Pay	Dental	Pension	Fund	Fund	Fund	Package	Fund	OPDC	Fund	Dues	Fund
			(E)	(W)	(E)	(W)	(E)		(W)	(W)	(W)	(E)	(E)
2022-05-02	\$43.63	\$4.36	\$3.90	\$10.15	\$1.05	\$0.05	\$0.07	\$63.21	\$0.25	\$0.40	\$0.05	\$1.25	\$0.30
2023-05-02	\$46.15	\$4.62	\$4.05	\$10.30	\$1.10	\$0.05	\$0.07	\$66.34	\$0.25	\$0.40	\$0.05	\$1.32	\$0.35
2024-05-06	\$47.72	\$4.77	\$4.20	\$10.45	\$1.15	\$0.05	\$0.07	\$68.41	\$0.25	\$0.40	\$0.05	\$1.36	\$0.40

(E) - FUNDS REPORTED ON HOURS EARNED
(W) - FUNDS REPORTED ON HOURS WORKED

APPRENTICE RATE SCHEDULE

65% of Erector Finisher Rate (0 - 800 hours of Work and Training)											Deduct from Workers			
Effective	Basic	Vacation	Welfare		Training	Tri-	Legal	Total	Industry		Scholar	Working	Retiree	
Date	Rate	Pay	Dental	Pension	Fund	Fund	Fund	Package	Fund	OPDC	Fund	Dues	Fund	
			(E)	(W)	(E)	(W)	(E)		(W)	(W)	(W)	(E)	(E)	
2022-05-02	\$27.01	\$2.70	\$3.90	\$10.15	\$1.05	\$0.05	\$0.07	\$44.93	\$0.25	\$0.40	\$0.05	\$1.25	\$0.30	
2023-05-02	\$28.57	\$2.86	\$4.05	\$10.30	\$1.10	\$0.05	\$0.07	\$47.00	\$0.25	\$0.40	\$0.05	\$1.32	\$0.35	
2024-05-06	\$29.54	\$2.95	\$4.20	\$10.45	\$1.15	\$0.05	\$0.07	\$48.41	\$0.25	\$0.40	\$0.05	\$1.36	\$0.40	

70% of Erector Finisher Rate (801- 1600 hours of Work and Training)											Deduct from Workers			
Effective	Basic	Vacation	Welfare		Training	Tri-	Legal	Total	Industry		Scholar	Working	Retiree	
Date	Rate	Pay	Dental	Pension	Fund	Fund	Fund	Package	Fund	OPDC	Fund	Dues	Fund	
			(E)	(W)	(E)	(W)	(E)		(W)	(W)	(W)	(E)	(E)	
2022-05-02	\$29.09	\$2.91	\$3.90	\$10.15	\$1.05	\$0.05	\$0.07	\$47.22	\$0.25	\$0.40	\$0.05	\$1.25	\$0.30	
2023-05-02	\$30.77	\$3.08	\$4.05	\$10.30	\$1.10	\$0.05	\$0.07	\$49.42	\$0.25	\$0.40	\$0.05	\$1.32	\$0.35	
2024-05-06	\$31.82	\$3.18	\$4.20	\$10.45	\$1.15	\$0.05	\$0.07	\$50.92	\$0.25	\$0.40	\$0.05	\$1.36	\$0.40	

75% of Erector Finisher Rate (1601-2400 hours of Work and Training)											Deduct from Workers			
Effective	Basic	Vacation	Welfare		Training	Tri-	Legal	Total	Industry		Scholar	Working	Retiree	
Date	Rate	Pay	Dental	Pension	Fund	Fund	Fund	Package	Fund	OPDC	Fund	Dues	Fund	
			(E)	(W)	(E)	(W)	(E)		(W)	(W)	(W)	(E)	(E)	
2022-05-02	\$31.16	\$3.12	\$3.90	\$10.15	\$1.05	\$0.05	\$0.07	\$49.50	\$0.25	\$0.40	\$0.05	\$1.25	\$0.30	
2023-05-02	\$32.96	\$3.30	\$4.05	\$10.30	\$1.10	\$0.05	\$0.07	\$51.83	\$0.25	\$0.40	\$0.05	\$1.32	\$0.35	
2024-05-06	\$34.09	\$3.41	\$4.20	\$10.45	\$1.15	\$0.05	\$0.07	\$53.42	\$0.25	\$0.40	\$0.05	\$1.36	\$0.40	

80% of Erector Finisher Rate (2401-3500 hours of Work and Training)										Deduct from Workers			
Effective	Basic	Vacation	Welfare		Training	Tri-	Legal	Total	Industry		Scholar	Working	Retiree
Date	Rate	Pay	Dental	Pension	Fund	Fund	Fund	Package	Fund	OPDC	Fund	Dues	Fund
			(E)	(W)	(E)	(W)	(E)		(W)	(W)	(W)	(E)	(E)
2022-05-02	\$33.24	\$3.32	\$3.90	\$10.15	\$1.05	\$0.05	\$0.07	\$51.78	\$0.25	\$0.40	\$0.05	\$1.25	\$0.30
2023-05-02	\$35.16	\$3.52	\$4.05	\$10.30	\$1.10	\$0.05	\$0.07	\$54.25	\$0.25	\$0.40	\$0.05	\$1.32	\$0.35
2024-05-06	\$36.36	\$3.64	\$4.20	\$10.45	\$1.15	\$0.05	\$0.07	\$55.92	\$0.25	\$0.40	\$0.05	\$1.36	\$0.40

100% of Rate after 3500 hours and successful completion of Training

(E) - FUNDS REPORTED ON HOURS EARNED

(W) - FUNDS REPORTED ON HOURS WORKED

Local 527

Provincial Precast - Local 527 Schedule

Effective Date	Hourly Rate	Vacation Pay 10%	Employer Benefit		Pension Fund Contributions			Total Hourly Wage
			Benefits	PST	Contributions	Cdn. Tri-Fund	OPDC	
General Precast Labourer								
<i>May 1, 2022</i>	\$34.34	\$3.43	\$3.69	\$0.166	\$9.27	\$0.05	\$0.40	\$51.346
<i>May 1, 2023</i>	\$36.29	\$3.63	\$3.79	\$0.172	\$10.02	\$0.05	\$0.40	\$54.352
<i>May 1, 2024</i>	\$38.25	\$3.82	\$3.89	\$0.178	\$10.77	\$0.05	\$0.40	\$57.358
Precast Erector and Finisher								
<i>May 1, 2022</i>	\$37.16	\$3.72	\$3.69	\$0.166	\$9.27	\$0.05	\$0.40	\$54.456
<i>May 1, 2023</i>	\$39.12	\$3.91	\$3.79	\$0.172	\$10.02	\$0.05	\$0.40	\$57.462
<i>May 1, 2024</i>	\$41.07	\$4.11	\$3.89	\$0.178	\$10.77	\$0.05	\$0.40	\$60.468
Welder (Certified)								
<i>May 1, 2022</i>	\$37.94	\$3.79	\$3.69	\$0.166	\$9.27	\$0.05	\$0.40	\$55.306
<i>May 1, 2023</i>	\$39.89	\$3.99	\$3.79	\$0.172	\$10.02	\$0.05	\$0.40	\$58.312
<i>May 1, 2024</i>	\$41.85	\$4.18	\$3.89	\$0.178	\$10.77	\$0.05	\$0.40	\$61.318
Working Foreperson								
<i>May 1, 2022</i>	\$41.93	\$4.19	\$3.69	\$0.166	\$9.27	\$0.05	\$0.40	\$59.696
<i>May 1, 2023</i>	\$43.88	\$4.39	\$3.79	\$0.172	\$10.02	\$0.05	\$0.40	\$62.702
<i>May 1, 2024</i>	\$45.84	\$4.58	\$3.89	\$0.178	\$10.77	\$0.05	\$0.40	\$65.708

The Vacation Pay for Local 527 area shall be paid to the LiUNA Local 527 Vacation Pay Trust Fund.

The hourly rate shown in Appendix "A" has been reduced to cover Council working dues and LiUNA Local 527 working dues.

Local 607

General Precast Labourer												
Effective date	Hourly Rate	Vac Pay	Health & Welfare	Pension	Training Fund	Tri Fund	De Novo	Promo Fund	Total Package	Working Dues	OPDC Dues	Employer Fund
05/01/21	34.78	3.48	3.20	7.10	0.55	0.10	0.04	0.20	49.45	1.04	0.40	0.10
05/01/22	36.51	3.65	3.20	7.20	0.55	0.10	0.04	0.20	51.45	3%	0.40	0.10
05/01/23	39.13	3.91	3.20	7.30	0.55	0.12	0.04	0.20	54.45	3%	0.40	0.10
05/01/24	41.78	4.18	3.20	7.40	0.55	0.10	0.04	0.20	57.45	3%	0.40	0.10
Precast Erector and Finisher												
Effective date	Hourly Rate	Vac Pay	Health & Welfare	Pension	Training Fund	Tri Fund	De Novo	Promo Fund	Total Package	Working Dues	OPDC Dues	Employer Fund
05/01/21	36.04	3.60	3.20	7.10	0.55	0.10	0.04	0.20	50.83	1.04	0.40	0.10
05/01/22	37.76	3.78	3.20	7.20	0.55	0.10	0.04	0.20	52.83	3%	0.40	0.10
05/01/23	40.38	4.04	3.20	7.30	0.55	0.12	0.04	0.20	55.83	3%	0.40	0.10
05/01/24	43.04	4.30	3.20	7.40	0.55	0.10	0.04	0.20	58.83	3%	0.40	0.10
Precast Welder Certified												
Effective date	Hourly Rate	Vac Pay	Health & Welfare	Pension	Training Fund	Tri Fund	De Novo	Promo Fund	Total Package	Working Dues	OPDC Dues	Employer Fund
05/01/21	36.30	3.63	3.20	7.10	0.55	0.10	0.04	0.20	51.12	1.04	0.40	0.10
05/01/22	38.03	3.80	3.20	7.20	0.55	0.10	0.04	0.20	53.12	3%	0.40	0.10
05/01/23	40.65	4.06	3.20	7.30	0.55	0.12	0.04	0.20	56.12	3%	0.40	0.10
05/01/24	43.30	4.33	3.20	7.40	0.55	0.10	0.04	0.20	59.12	3%	0.40	0.10
Working Foreperson												
Effective date	Hourly Rate	Vac Pay	Health & Welfare	Pension	Training Fund	Tri Fund	De Novo	Promo Fund	Total Package	Working Dues	OPDC Dues	Employer Fund
05/01/21	39.64	3.96	3.20	7.10	0.55	0.10	0.04	0.20	54.79	1.04	0.40	0.10
05/01/22	41.36	4.14	3.20	7.20	0.55	0.10	0.04	0.20	56.79	3%	0.40	0.10
05/01/23	43.98	4.40	3.20	7.30	0.55	0.12	0.04	0.20	59.79	3%	0.40	0.10
05/01/24	46.64	4.66	3.20	7.40	0.55	0.10	0.04	0.20	62.79	3%	0.40	0.10
Five cents (\$0.05) of the above ten cents (\$0.10) Tri-Fund are to be directed to the local 607 Tri-Fund. Four cents (\$0.04) for De Novo and Twenty cents (\$0.20) for promotional Fund to be directed to Local 607.												

Local 607

Windsor/Essex County & Chatham Kent County

Local 625 - General Precast Labourer - Hollow Core										
Effective Date	Hourly Wage	Vac. Pay	Health & Welfare	Legal Fund	Pension	Funds	Tri-Fund	Total Pkg.	OPDC	Industry Fund
May 1, 2022	34.00	3.40	3.50	0.05	7.25	3.17	0.05	51.42	0.40	0.25
May 1, 2023	35.50	3.55	3.77	0.05	8.00	3.50	0.05	54.42	0.40	0.25
May 1, 2024	37.00	3.70	4.00	0.05	9.00	3.62	0.05	57.42	0.40	0.25
Local 625 - Precast Erector and Finisher										
Effective Date	Hourly Wage	Vac. Pay	Health & Welfare	Legal Fund	Pension	Funds	Tri-Fund	Total Pkg.	OPDC	Industry Fund
May 1, 2022	35.21	3.52	3.50	0.05	7.25	3.17	0.05	52.75	0.40	0.25
May 1, 2023	36.71	3.67	3.77	0.05	8.00	3.50	0.05	55.75	0.40	0.25
May 1, 2024	38.21	3.82	4.00	0.05	9.00	3.62	0.05	58.75	0.40	0.25

Local 625 (cont.)

Local 625 - Welder (Certified)										
Effective Date	Hourly Wage	Vac. Pay	Health & Welfare	Legal Fund	Pension	Funds	Tri-Fund	Total Pkg	OPDC	Industry Fund
May 1, 2022	35.58	3.56	3.50	0.05	7.25	3.17	0.05	53.16	0.40	0.25
May 1, 2023	37.08	3.71	3.77	0.05	8.00	3.50	0.05	56.16	0.40	0.25
May 1, 2024	38.58	3.86	4.00	0.05	9.00	3.62	0.05	59.16	0.40	0.25
Local 625 - Lead Hand										
Effective Date	Hourly Wage	Vac. Pay	Health & Welfare	Legal Fund	Pension	Funds	Tri-Fund	Total Pkg	OPDC	Industry Fund
May 1, 2022	36.26	3.63	3.50	0.05	7.25	3.17	0.05	53.91	0.40	0.25
May 1, 2023	37.76	3.78	3.77	0.05	8.00	3.50	0.05	56.91	0.40	0.25
May 1, 2024	39.26	3.93	4.00	0.05	9.00	3.62	0.05	59.91	0.40	0.25
Local 625 - Working Forperson										
Effective Date	Hourly Wage	Vac. Pay	Health & Welfare	Legal Fund	Pension	Funds	Tri-Fund	Total Pkg	OPDC	Industry Fund
May 1, 2022	38.70	3.87	3.50	0.05	7.25	3.17	0.05	56.59	0.40	0.25
May 1, 2023	40.20	4.02	3.77	0.05	8.00	3.50	0.05	59.59	0.40	0.25
May 1, 2024	41.70	4.17	4.00	0.05	9.00	3.62	0.05	62.59	0.40	0.25

Local 837

These rates apply to all Red-Circled employees of the Employer.

Category	EFFECTIVE DATE	HOURLY WAGE	VACATION PAY	WELFARE	LEGAL FUND	SCHOL. FUND	TRAINING	PENSION	OCC. HEALTH **	TRI-FUND **	TOTAL PACKAGE	ADMIN. FUND	O.P.D.C. DUES *	IND. FUND
General														
Precast	01-May-22	\$ 33.75	\$ 3.37	\$ 2.30	\$ 0.20	\$ 0.15	\$ 0.57	\$ 10.00	\$ 0.05	\$ 0.05	\$ 50.44	3%	\$ 0.40	\$ 0.25
Labourers	01-May-23	\$ 35.61	\$ 3.56	\$ 2.70	\$ 0.20	\$ 0.15	\$ 0.62	\$ 10.50	\$ 0.05	\$ 0.05	\$ 53.44	3%	\$ 0.40	\$ 0.25
	01-May-24	\$ 37.47	\$ 3.75	\$ 3.10	\$ 0.20	\$ 0.15	\$ 0.67	\$ 11.00	\$ 0.05	\$ 0.05	\$ 56.44	3%	\$ 0.40	\$ 0.25
Precast Erectors & Finishers	01-May-22	\$ 37.99	\$ 3.79	\$ 2.30	\$ 0.20	\$ 0.15	\$ 0.57	\$ 10.00	\$ 0.05	\$ 0.05	\$ 55.10	3%	\$ 0.40	\$ 0.25
	01-May-23	\$ 39.85	\$ 3.98	\$ 2.70	\$ 0.20	\$ 0.15	\$ 0.62	\$ 10.50	\$ 0.05	\$ 0.05	\$ 58.10	3%	\$ 0.40	\$ 0.25
	01-May-24	\$ 41.71	\$ 4.17	\$ 3.10	\$ 0.20	\$ 0.15	\$ 0.67	\$ 11.00	\$ 0.05	\$ 0.05	\$ 61.10	3%	\$ 0.40	\$ 0.25
Welder														
Certified	01-May-22	\$ 37.37	\$ 3.73	\$ 2.30	\$ 0.20	\$ 0.15	\$ 0.57	\$ 10.00	\$ 0.05	\$ 0.05	\$ 54.42	3%	\$ 0.40	\$ 0.25
	01-May-23	\$ 39.23	\$ 3.92	\$ 2.70	\$ 0.20	\$ 0.15	\$ 0.62	\$ 10.50	\$ 0.05	\$ 0.05	\$ 57.42	3%	\$ 0.40	\$ 0.25
	01-May-24	\$ 41.09	\$ 4.11	\$ 3.10	\$ 0.20	\$ 0.15	\$ 0.67	\$ 11.00	\$ 0.05	\$ 0.05	\$ 60.42	3%	\$ 0.40	\$ 0.25
Working Foreman	01-May-22	\$ 41.59	\$ 4.15	\$ 2.30	\$ 0.20	\$ 0.15	\$ 0.57	\$ 10.00	\$ 0.05	\$ 0.05	\$ 59.06	3%	\$ 0.40	\$ 0.25
	01-May-23	\$ 43.45	\$ 4.34	\$ 2.70	\$ 0.20	\$ 0.15	\$ 0.62	\$ 10.50	\$ 0.05	\$ 0.05	\$ 62.06	3%	\$ 0.40	\$ 0.25
	01-May-24	\$ 45.31	\$ 4.53	\$ 3.10	\$ 0.20	\$ 0.15	\$ 0.67	\$ 11.00	\$ 0.05	\$ 0.05	\$ 65.06	3%	\$ 0.40	\$ 0.25

* Includes O.P.D.C. Working Dues

Welding: Welding rates only paid when welding is being performed.

Local 837

Category	EFFECTIVE DATE	HOURLY WAGE	VACATION PAY	WELFARE	LEGAL FUND	SCHOL. FUND	TRAINING	PENSION	OCC. HEALTH	TR-FUND	TOTAL PACKAGE	ADMIN. FUND	O.P.D.C. DUES	IND. FUND
General									**	**			*	
Precast	01-May-22	\$ 33.75	\$ 3.37	\$ 2.30	\$ 0.20	\$ 0.15	\$ 0.57	\$ 10.00	\$ 0.05	\$ 0.05	\$ 50.44	3%	\$ 0.40	\$ 0.25
Labourers	01-May-23	\$ 35.61	\$ 3.56	\$ 2.70	\$ 0.20	\$ 0.15	\$ 0.62	\$ 10.50	\$ 0.05	\$ 0.05	\$ 53.44	3%	\$ 0.40	\$ 0.25
	01-May-24	\$ 37.47	\$ 3.75	\$ 3.10	\$ 0.20	\$ 0.15	\$ 0.67	\$ 11.00	\$ 0.05	\$ 0.05	\$ 56.44	3%	\$ 0.40	\$ 0.25
Precast Erectors														
&	01-May-22	\$ 35.39	\$ 3.53	\$ 2.30	\$ 0.20	\$ 0.15	\$ 0.57	\$ 10.00	\$ 0.05	\$ 0.05	\$ 52.24	3%	\$ 0.40	\$ 0.25
Finishers	01-May-23	\$ 37.25	\$ 3.72	\$ 2.70	\$ 0.20	\$ 0.15	\$ 0.62	\$ 10.50	\$ 0.05	\$ 0.05	\$ 55.24	3%	\$ 0.40	\$ 0.25
	01-May-24	\$ 39.11	\$ 3.91	\$ 3.10	\$ 0.20	\$ 0.15	\$ 0.67	\$ 11.00	\$ 0.05	\$ 0.05	\$ 58.24	3%	\$ 0.40	\$ 0.25
Welder														
Certified	01-May-22	\$ 35.48	\$ 3.54	\$ 2.30	\$ 0.20	\$ 0.15	\$ 0.57	\$ 10.00	\$ 0.05	\$ 0.05	\$ 52.34	3%	\$ 0.40	\$ 0.25
	01-May-23	\$ 37.34	\$ 3.73	\$ 2.70	\$ 0.20	\$ 0.15	\$ 0.62	\$ 10.50	\$ 0.05	\$ 0.05	\$ 55.34	3%	\$ 0.40	\$ 0.25
	01-May-24	\$ 39.20	\$ 3.92	\$ 3.10	\$ 0.20	\$ 0.15	\$ 0.67	\$ 11.00	\$ 0.05	\$ 0.05	\$ 58.34	3%	\$ 0.40	\$ 0.25
Working Foreman														
	01-May-22	\$ 38.62	\$ 3.86	\$ 2.30	\$ 0.20	\$ 0.15	\$ 0.57	\$ 10.00	\$ 0.05	\$ 0.05	\$ 55.79	3%	\$ 0.40	\$ 0.25
	01-May-23	\$ 40.48	\$ 4.05	\$ 2.70	\$ 0.20	\$ 0.15	\$ 0.62	\$ 10.50	\$ 0.05	\$ 0.05	\$ 58.79	3%	\$ 0.40	\$ 0.25

* Includes O.P.D.C. Working Dues
 Welding: Welding rates only paid while welding is being performed.

APPENDIX 'A' - CONTINUED

General Precast Labourer

- (1) The Employer employing a General Precast Labourer from any area (other than the Toronto and Thunder Bay areas) shall abide by the existing building construction wage rates and other fringe benefits paid by contractors under agreement with the

Local of the Council having jurisdiction, and all other classifications as set out above shall be as under Local 506 Schedule of Rates.

In the Toronto and Thunder Bay areas, the above rates shall apply.

- (2) When a Foreperson leaves the job, they will normally assign the responsibility for directing the crew to an employee covered by this Agreement. In such cases, the employee so assigned will be paid at the working Foreperson rate.
- (3) Employees who are required to work on Swing Stages or Bosun chairs, shall receive one dollar and twenty-five cents (\$1.25) per hour premium.
- (4) Vacation pay for Local 607 area shall be paid into a Vacation Pay Trust Fund if requested by that Local Union.

APPENDIX 'B'

Local Rates And Other Conditions For Inclusion In Precast Agreement (Excluding Locals 506, 527 And 607)

Classification	Effective Date	Hourly Rate	Vacation Pay - 10%	Welfare	Long Term Care	Retiree Fund	Pension	Training	Tri-Fund	Promo-Fund	Total Package	Employee Deductions			Employer Total Cost
												Working Dues	OPDC - Employee	Industry Fund	
Local 183 (Oshawa)	01-May-22	\$ 33.97	\$ 3.40	\$ 4.00	\$ 0.35	\$ 1.10	\$ 9.17	\$ 0.38	\$ 0.05	\$ 0.20	\$ 52.62	3%	\$ 0.40	\$ 0.25	\$ 52.87
	01-May-23	\$ 36.47	\$ 3.65	\$ 4.15	\$ 0.35	\$ 1.20	\$ 9.17	\$ 0.38	\$ 0.05	\$ 0.20	\$ 55.62	3%	\$ 0.40	\$ 0.25	\$ 55.87
	01-May-24	\$ 38.97	\$ 3.90	\$ 4.30	\$ 0.35	\$ 1.30	\$ 9.17	\$ 0.38	\$ 0.05	\$ 0.20	\$ 58.62	3%	\$ 0.40	\$ 0.25	\$ 58.87
Local 183 (Peterborough)	01-May-22	\$ 35.53	\$ 3.55	\$ 4.00	\$ 0.20	\$ 1.15	\$ 9.77	\$ 0.45	\$ 0.05	\$ 0.20	\$ 54.90	3%	\$ 0.40	\$ 0.25	\$ 55.15
	01-May-23	\$ 38.03	\$ 3.80	\$ 4.15	\$ 0.20	\$ 1.25	\$ 9.77	\$ 0.45	\$ 0.05	\$ 0.20	\$ 57.90	3%	\$ 0.40	\$ 0.25	\$ 58.15
	01-May-24	\$ 40.53	\$ 4.05	\$ 4.30	\$ 0.20	\$ 1.35	\$ 9.77	\$ 0.45	\$ 0.05	\$ 0.20	\$ 60.90	3%	\$ 0.40	\$ 0.25	\$ 61.15
Local 183 (Mississauga)	01-May-22	\$ 37.19	\$ 3.72	\$ 4.00	\$ 0.20	\$ 1.15	\$ 9.77	\$ 0.45	\$ 0.05	\$ 0.20	\$ 56.73	3%	\$ 0.40	\$ 0.25	\$ 56.98
	01-May-23	\$ 39.69	\$ 3.97	\$ 4.15	\$ 0.20	\$ 1.25	\$ 9.77	\$ 0.45	\$ 0.05	\$ 0.20	\$ 59.73	3%	\$ 0.40	\$ 0.25	\$ 59.98
	01-May-24	\$ 42.19	\$ 4.22	\$ 4.30	\$ 0.20	\$ 1.35	\$ 9.77	\$ 0.45	\$ 0.05	\$ 0.20	\$ 62.73	3%	\$ 0.40	\$ 0.25	\$ 62.98

Classification	Effective Date	Hourly Rate	Vacation Pay	Welfare Fund	Group Legal	Pension Fund	Training Fund	Retiree Fund	Promo Fund	Total Package	Employee Deductions			
											Working Dues	OPDC- Employee	Industry Fund	Employer Total Cost
Local 183 (Kingston)	01-May-22	\$ 35.42	\$ 3.54	\$ 3.75	\$ 0.05	\$ 7.45	\$ 0.35	\$ 0.40	\$ 0.15	\$ 51.11	3%	\$ 0.40	\$ 0.25	\$ 51.36
	01-May-23	\$ 37.92	\$ 3.79	\$ 3.90	\$ 0.05	\$ 7.45	\$ 0.35	\$ 0.50	\$ 0.15	\$ 54.11	3%	\$ 0.40	\$ 0.25	\$ 54.36
	01-May-24	\$ 40.42	\$ 4.04	\$ 4.05	\$ 0.05	\$ 7.45	\$ 0.35	\$ 0.60	\$ 0.15	\$ 57.11	3%	\$ 0.40	\$ 0.25	\$ 57.36

Effective Date	Working hourly deduction	OPDC hourly deduction	Monthly Dues
May 1, 2022		\$ 0.40	
May 1, 2023		\$ 0.40	
May 1, 2024		\$ 0.40	

Local 493 - Sudbury

Effective Date	Hourly Rate	Vac Pay	Welfare & Scholarship Fund	Pension	Training Fund	Organizing Fund	Tri-Fund	Supp Pension	Total Pkg.	W.D. Ded	OPDC Dues	Ind. Fund
2022-05-01	29.90	2.99	2.80	6.92	1.30	0.45	0.05	4.00	48.41	3%	0.40	0.10
2023-05-01	32.00	3.20	3.00	7.00	1.40	0.45	0.05	4.31	51.41	3%	0.40	0.10
2024-05-01	34.50	3.45	3.10	7.15	1.40	0.45	0.05	4.31	54.41	3%	0.40	0.10

Local 837 - General Precast

Hollowcore (Hamilton Only)

Labourer - Hamilton - Niagara

Category	EFFECTIVE DATE	HOURLY WAGE	VACATION PAY	WELFARE	LEGAL FUND	SCHOL. FUND	TRAINING	PENSION	OCC. HEALTH	TRF-FUND	TOTAL PACKAGE	ADMIN. FUND	O.P.D.C. DUES	IND. FUND
General									**	**			*	
Precast	01-May-22	\$ 32.80	\$ 3.27	\$ 2.30	\$ 0.20	\$ 0.15	\$ 0.57	\$ 10.00	\$ 0.05	\$ 0.05	\$ 48.39	3%	\$ 0.40	\$ 0.25
Labourers	01-May-23	\$ 34.66	\$ 3.46	\$ 2.70	\$ 0.20	\$ 0.15	\$ 0.62	\$ 10.50	\$ 0.05	\$ 0.05	\$ 52.39	3%	\$ 0.40	\$ 0.25
Hamilton-Niagara	01-May-24	\$ 36.52	\$ 3.65	\$ 3.10	\$ 0.20	\$ 0.15	\$ 0.67	\$ 11.00	\$ 0.05	\$ 0.05	\$ 55.39	3%	\$ 0.40	\$ 0.25

Category	EFFECTIVE DATE	HOURLY WAGE	VACATION PAY	WELFARE	LEGAL FUND	SCHOL. FUND	TRAINING	PENSION	OCC. HEALTH	TRF-FUND	TOTAL PACKAGE	ADMIN. FUND	O.P.D.C. DUES	IND. FUND
Finishing	01-May-22	\$ 37.06	\$ 3.70	\$ 2.30	\$ 0.20	\$ 0.15	\$ 0.57	\$ 10.00	\$ 0.05	\$ 0.05	\$ 54.08	3%	\$ 0.40	\$ 0.25
Lead-hands	01-May-23	\$ 38.92	\$ 3.89	\$ 2.70	\$ 0.20	\$ 0.15	\$ 0.62	\$ 10.50	\$ 0.05	\$ 0.05	\$ 57.08	3%	\$ 0.40	\$ 0.25
	01-May-24	\$ 40.78	\$ 4.08	\$ 3.10	\$ 0.20	\$ 0.15	\$ 0.67	\$ 11.00	\$ 0.05	\$ 0.05	\$ 60.08	3%	\$ 0.40	\$ 0.25
Lead-hand	01-May-22	\$ 35.48	\$ 3.54	\$ 2.30	\$ 0.20	\$ 0.15	\$ 0.57	\$ 10.00	\$ 0.05	\$ 0.05	\$ 52.34	3%	\$ 0.40	\$ 0.25
Core	01-May-23	\$ 37.94	\$ 3.73	\$ 2.70	\$ 0.20	\$ 0.15	\$ 0.62	\$ 10.50	\$ 0.05	\$ 0.05	\$ 55.34	3%	\$ 0.40	\$ 0.25
Driller	01-May-24	\$ 39.20	\$ 3.92	\$ 3.10	\$ 0.20	\$ 0.15	\$ 0.67	\$ 11.00	\$ 0.05	\$ 0.05	\$ 58.34	3%	\$ 0.40	\$ 0.25

Local 837
(Waterloo, Brant, Norfolk)

Local 1036
SAULT STE. MARIE

EFFECTIVE DATE	HOURLY WAGE	VACATION PAY	WELFARE	LEGAL FUND	SCHOL. FUND	TRAINING	PENSION	OCC. HEALTH	TRI-FUND	TOTAL PACKAGE	ADMIN. FUND	O.P.D.C. DUES	IND. FUND
01-May-22	\$ 32.83	\$ 3.28	\$ 2.30	\$ 0.20	\$ 0.15	\$ 0.57	\$ 9.08	\$ 0.05	\$ 0.05	\$ 48.46	3%	\$ 0.40	\$ 0.25
01-May-23	\$ 33.85	\$ 3.39	\$ 2.70	\$ 0.20	\$ 0.15	\$ 0.62	\$ 10.50	\$ 0.05	\$ 0.05	\$ 51.46	3%	\$ 0.40	\$ 0.25
01-May-24	\$ 35.71	\$ 3.58	\$ 3.10	\$ 0.20	\$ 0.15	\$ 0.67	\$ 11.00	\$ 0.05	\$ 0.05	\$ 54.46	3%	\$ 0.40	\$ 0.25

EFFECTIVE DATE	HOURLY RATE	VAC. PAY	WELFARE		PENS.	TRAIN FUND	TRI-FUND	TOTAL PKG	WD DED	OPDC DUES	IND FUND
			BENEFIT								
2022-05-01	\$32.98	\$3.29	\$3.64	\$9.00	\$0.70	\$0.05	\$49.66	\$1.20	\$0.40	\$0.10	
2023-05-01	\$34.98	\$3.49	\$3.64	\$9.50	\$1.00	\$0.05	\$52.66	\$1.20	\$0.40	\$0.10	
2024-05-01	\$37.16	\$3.71	\$3.74	\$9.90	\$1.10	\$0.05	\$55.66	\$1.20	\$0.40	\$0.10	

Local 1059

General Precast Labourer											
Effective Date	Hourly Wage Rate	Vacation Pay (10%)	Welfare	Pension	Tri-Fund	Training	Total Package	Union Admin	OPDC Admin	GRSP	Ind. Fund
2022-05-01	\$37.55	\$3.75	\$3.30	\$6.20	\$0.05	\$0.60	\$51.45	\$0.94	\$0.40	\$2.00	\$0.25
2023-05-01	\$37.93	\$3.97	\$3.40	\$6.70	\$0.05	\$0.60	\$54.45	\$0.99	\$0.40	\$2.00	\$0.25
2024-05-01	\$40.95	\$4.10	\$3.50	\$7.25	\$0.05	\$0.60	\$56.45	\$1.02	\$0.40	\$2.00	\$0.25

Welder											
Effective Date	Hourly Wage Rate	Vacation Pay (10%)	Welfare	Pension	Tri-Fund	Training	Total Package	Union Admin	OPDC Admin	GRSP	Ind. Fund
2022-05-01	\$37.77	\$3.78	\$3.30	\$6.20	\$0.05	\$0.60	\$51.70	\$0.94	\$0.40	\$2.00	\$0.25
2023-05-01	\$39.95	\$4.00	\$3.40	\$6.70	\$0.05	\$0.60	\$54.70	\$0.99	\$0.40	\$2.00	\$0.25
2024-05-01	\$41.18	\$4.12	\$3.50	\$7.25	\$0.05	\$0.60	\$56.70	\$1.02	\$0.40	\$2.00	\$0.25

Local 1089

Effective Date	Hourly Rate	8% Vac. Pay	Welf & Bnft	Pens	Train Fund	Tri-Fund	Schlr Fund	Retiree Fund	GRSP	Total Pkg.	WD Ded.	OPDC Dues	Ind Fund
05-01-22	36.37	2.91	2.95	7.20	0.70	0.05	0.02	0.01	1.75	51.96	3%	0.40	0.25
05-01-23	38.82	3.11	3.05	7.40	0.75	0.05	0.02	0.01	1.75	54.96	3%	0.40	0.25
05-01-24	41.28	3.30	3.15	7.60	0.80	0.05	0.02	0.01	1.75	57.96	3%	0.40	0.25

APPENDIX 'C'

ASSOCIATION / LOCAL UNIONS & GEOGRAPHIC LOCATIONS ASSOCIATION INFORMATION:

Ontario Precast Concrete Manufacturers' Association

152 Toryork Drive Phone: (416) 746-2479
Toronto, Ontario M9L 1X6 Fax: (416) 746-6218
Contact: Mr. A.V. Bombini

LOCAL UNION INFORMATION & GEOGRAPHIC LOCATIONS:

Labourers' International Union of North America, Central & Eastern Canada Regional Office

44 Hughson Street South Phone: (905) 522-7177
Hamilton, Ontario L8N 2A7 Fax: (905) 522-9310
Regional Manager: Joseph Mancinelli

Labourers' International Union of North America, Ontario Provincial District Council

1315 North Service Rd. East Phone: (289) 291-3678
7th Floor, Suite 701 Fax: (289) 291-1120
Oakville, ON L6H 1A7
Business Manager: Jack Oliveira

Labourers' International Union of North America, Local 183 Toronto

1263 Wilson Avenue, Suite 200 Phone: (416) 241-1183
North York, Ontario M3M 3G3 Fax: (416) 241-9845
Business Manager: Jack Oliveira

Metropolitan Toronto, the Regional Municipalities of York and Peel, the Township of Esquesing, and the Towns of Oakville and Milton, in the Regional Municipality of Halton, and the Township of Pickering, in the County of Ontario, and the County of Simcoe. The jurisdiction of Local 183 shall be determined in accordance with the Agreement on jurisdiction between Local 183 and Local 506 which Agreement was ratified and acceptance by the Labourers' International Union of North America.

**Labourers' International Union of North America,
Local 183 - Eastern Office**

560 Dodge Street, P.O.Box 156
Coburg, Ontario K9A 4K5
Business Manager: Jack Oliveira

Phone: (905) 372-1183
Fax: (905) 372-7488

OLRB Area No. 9, 10, 11 and parts of 12 and 18.

The Counties of Peterborough, Victoria and Haliburton, east part of Northumberland County on a line running from Lake Ontario to Rice Lake, including Cramahe, Percy, Seymore, Brighton and Murray Township. The County of Ontario (with the exception of part of Pickering Township on a line running from the south of Lake Ontario to the north at the third concession on Pickering Beach Road) and including all towns and townships therein; namely, the Town of Whitby, Whitby Township, Uxbridge and Uxbridge Township, Scott, Reach, Brock, the Town of Port Darlington, Cartwright, Clark, Manvers, Hope and Caven Townships and the Town of Bowmanville, Newcastle, Port Hope and Millbrook. The County of Northumberland, including Hamilton, Haldimand, Alnwick Townships, the Towns of Cobourg, Grafton and Baltimore, District of Muskoka and the Townships of Rama, Mara and Thorah in the County of Simcoe.

Labourers' International Union of North America, Local 183 Kingston

145 Dalton Avenue, Suite 1
Kingston, Ontario K7K 6C2
Business Manager: Jack Oliveira

Phone: (613) 542-5950
Fax: (613) 542-2781

Local 183 Kingston's Territory - The Counties of Lennox, Addington, and Frontenac, and the townships of Leeds and Thousand Islands, township of Athens, township of front of Younge, and all lands south thereof in OLRB area 29. The County of Prince Edward and the Townships of Lake Tudor, Grimsthorpe, Marmora, Madoc, Elzevir, Rawson, Huntingdon, Hungerford, Sidney, Thurlow, Murray, Trenton, Tyendinaga, Woolaston, Limerick and Cashel, in the The County of Hastings, Bancroft (the Townships of McClure, Wicklow, Bangor, Herschel, Monteagle, Carlow, Faraday, Danganon and Mayo in the County of Hastings).

Labourers' International Union of North America, Local 493

584 Clinton Ave.
Sudbury, Ontario P3B 2T2
Business Manager: Mike Ryan

Phone: (705) 674-2515
Fax: (705) 674-6728

The District of Sudbury (excluding that portion lying north of Highway 101 West to the border of the District of Algoma, including the Town of Chapleau), Manitoulin Island, Nipissing, Algonquin Provincial Park, Temiskaming, Parry Sound and part of the District of Cochrane lying south of the 49th Parallel, including an eighty (80) kilometre radius of the Timmins Federal Building, including the Town of Chapleau, Cockburn and all other islands situated in Georgian Bay of Lake Huron, shall be recognized as being the exclusive territory jurisdiction of Local 493.

Labourers' International Union of North America, Local 506

3750 Chesswood Drive
Toronto, Ontario M3J 2P6
Business Manager: Carmen Principato

Phone: (416) 638-0506
Fax: (416) 638-1334

Ontario Labour Relations Board Area No. 8, being The Municipality of Metropolitan Toronto, The Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and the portion of the Town of Milton within the geographic Township of Esquesing, and the Towns of Ajax and Pickering in The Regional Municipality of Durham, and the County of Simcoe in Board Area 18, excluding the Townships of Rama, Mara and Thorah and in Ontario Labour Relations Board Area 7, being the County of Wellington and in Ontario Labour Relations Board Area 27, being the County of Dufferin.

Labourers' International Union of North America, Local 527

6 Corvus Court Phone: (613) 521-6565
Ottawa, Ontario K2E 7Z4 Fax: (613) 521-6580
Business Manager: Luigi Carrozzi

The Regional Municipality of Ottawa-Carleton, the Counties of Greenville, Lanark, Russell, Prescott, Dundas, Stormont, Glengarry and Renfrew and the geographic Townships of North Crosby, South Crosby, Bastard, Kitley and Elizabethtown in the County of Leeds.

Labourers' International Union of North America, Local 607

730 Balmoral Street Phone: (807) 622-0607
Thunder Bay, Ontario P7C 5V3 Fax: (807) 622-0454
Business Manager: Terry Varga

The Districts of Kenora, including the Patricia portion, Rainy River, Thunder Bay and the part of the Districts of Cochrane which lie north of the 49th parallel of latitude that is not within an eighty-one (81) kilometre radius of the Timmins Federal Building in Ontario Labour Relations Board Area no. 19.

Labourers' International Union of North America, Local 625

2155 Fasan Drive Phone: (519) 737-0373
Oldcastle, Ontario N0R 1L0 Fax: (519) 737-0380
Business Manager: Robert Petroni

The Counties of Essex and Kent.

**Labourers' International Union of North America, Local 837
Hamilton**

44 Hughson Street South Phone: (905) 529-1116
Hamilton, Ontario L8N 2A7 Fax: (905) 529-2723
Business Manager: Riccardo Persi Niagara Phone: (905) 227-1837

The County of Wentworth, that portion of Halton County west of Highway 25, extended in a straight line to the Queen Elizabeth Way. For that portion south of the Queen Elizabeth Way, the property line dividing the Petro- Canada and Shell Oil refineries in the County of Halton, and Board Area 5; namely, the Counties of Lincoln, Welland, Haldimand and Waterloo.

**Labourers' International Union of North America,
Local 837 Cambridge**

330 Industrial Road
Cambridge, Ontario N3H 4R7
Business Manager: Riccardo Persi

Phone: (519) 653-3333
Fax: (519) 653-8086

The Counties of Waterloo, Wellington, Dufferin, Norfolk and Brant,
recognized as Ontario Labour Relations Board Areas 4 and 6.

Labourers' International Union of North America, Local 1036

395 Korah Road
Sault Marie, Ontario P6C 4H5
Business Manager: Wayne Scott

Phone: (705) 942-1036
Fax: (705) 942-1015

The District of Algoma including that portion of the District of Algoma
which lies north of the 49th Parallel of latitude and which is not within
the Ontario Labour Relations Board Area No. 21.

Labourers' International Union of North America, Local 1059

635 Wilton Grove Road
London, Ontario N6N 1N7
Business Manager: Brandon MacKinnon

Phone: (519) 455-8083
Fax: (519) 455-0712

The Counties of Middlesex, Huron, Bruce, Perth, Oxford, Elgin and
Grey, recognized as Ontario Labour Relations Board Areas 3 and 28.

Labourers' International Union of North America, Local 1089

1255 Confederation Street
Sarnia, Ontario N7S 4M7
Business Manager: Tony Valenti

Phone: (519) 332-1089
Fax: (519) 332-6378

The County of Lambton.

APPENDIX 'D'

Hollowcore Schedule

Local 625 (Windsor) & Local 837 (Hamilton) Only

Hollowcore new entries wage rates, classifications and travel allowance for Local625- Windsor and Local837 - Hamilton shall be:

(a) There shall be no lay-off of Journeypersons while new entries are still employed. Recall applies for a period of six (6) months, no new entries can be recalled or hired while there are Journeypersons on lay-off.

(b) **Maintenance of Existing Rates:**

It is agreed that no employee currently covered by this Collective Agreement shall receive a reduction in their hourly rate of wages in Appendix 'A' or other remuneration through the introduction of this New Entries Agreement.

(c) Travel allowance shall be in accordance with the Local 625 - Windsor in the I.C.I. Collective Agreement is as set out in Article 21.12, Travel Allowance for Local 837 - Hamilton.

(d) Scope of work for Hollowcore installation will include the following work in accordance with past practice:

Erection, installation and finishing of precast Hollowcore slabs, precast solid slabs, precast stairs, landing and lintels and the patching, cutting, drilling, grouting, pointing, caulking, underlayment and finishing of these elements.

(e) The Employer shall notify as far in advance as is possible when Employees are required to work out of town.

Hollowcore Rates (Hamilton Only)

- (1) Both parties recognize that Hollowcore is a specialty product. The Association and the Union agree that the rate structure in the expired Agreement plus the new negotiated settlement will be part of the new Agreement.
- (2) Within thirty (30) days of Ratification, the parties agree to meet and bargain in good faith and directly resolve the restructuring of the Hollowcore wage rates following which, such rates will be implemented upon ratification by members of Local 837.

APPENDIX 'E'

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

Pension Funds:

For all Local Unions, make cheque payable to:

The LiUNA Pension Fund of Central and Eastern Canada
and shall be remitted directly to:

LiUNA Pension Fund of Central and Eastern Canada
P.O. Box 9002, Lakeshore West PO
Oakville, Ontario L6K 0G1

Tri-Fund:

For all Local Unions, make cheque payable to the
Canadian Tri-Fund and shall be remitted directly to:

LiUNA Pension Fund of Central and Eastern Canada
P.O. Box 9002, Lakeshore West PO
Oakville, Ontario L6K 0G1

Welfare, Training, Vacation and Holiday Pay & Other Contributions

Local Union:	Payable to:	Mail to:	Phone/Fax:
Local 183 (Toronto)	Local 183 Trust Administration	Local 183 Benefit Plan Administrators Limited 1263 Wilson Ave., Ste.205 Toronto ON M2M 3G2	Tel: (416) 240-7480 Fax:(416) 240-7488
Local 183 (Oshawa)	Local 183 Trust Administration	Local 183 Benefit Plan Administrators Limited 1263 Wilson Ave., Ste.205 Toronto ON M2M 3G2	Tel: (416) 240-7480 Fax:(416) 240-7488
Local 183 (Kingston)	Local 183 Trust Administration	Local 183 Benefit Plan Administrators Limited 1263 Wilson Ave., Ste. 205 Toronto, ON M2M 3G2	Tel: (416) 240-7480 Fax: (416) 240-7488
Local 493 Welfare, Scholarship, Supplementary Pension, Organizing Fund and Training Fund	LIUNA Local 493	584 Clinton Avenue Sudbury, ON P3B 2T2	Tel: (705) 674-2515 Fax:(705) 674-6728
Local 506	Trustees of Labourers' Union Local 506 (Wreckers Division) Employee Benefit Trust	c/o Benefit Plan Administrators Limited c/o Local 506 3750 Chesswood Drive Suite 1 Toronto, ON M3J 2W6	Tel: (416) 506-8841 Fax:(416) 506-8833
Local 527	LIUNA Local 527 Benefits, Health and Safety Trust Funds	c/o LiUNA Local 527 6 Corvus Court Ottawa, ON K2E 7Z4	Tel: (613) 521-6565 Fax: (613) 521-6580

Local Union:	Payable to:	Mail to:	Phone/Fax:
Local 607	The Labourers' Multi-Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 88 St. Regis Crescent South Toronto, ON M3J 1Y8	Tel: (416) 635-6000 Fax:(416) 635-6464
Local 607 - Training	Construction and Allied Workers Local Union 607 Training and Education Fund	c/o LIUNA Local 607 730 Balmoral Street Thunder Bay, ON P7C 5V3	Tel: (807) 622-0607 Fax:(807) 622-0454
Local 625	Trustees of the L.I.U.N.A. Ontario Participating Locals 1981 Benefit Trust	c/o LIUNA Local 625 2155 Fasan Drive Oldcastle, ON N0R 1L0	Tel: (519) 737-0373 Fax: (519) 737-0380
Local 625 Funds	Labourer's Local 625 Funds	c/o LIUNA Local 625 2155 Fasan Drive Oldcastle, ON N0R 1L0	Tel: (519) 737-0373 Fax:(519) 737-0380
Local 837	LIUNA Local 837 Welfare Fund	All remittances to:	
Local 837 - Training	Labourers' Local 837 Training Trust	c/o LIUNA Local 837 44 Hughson Street South Hamilton, ON L8N 2A7	Tel: (905) 529-1116 Fax:(905) 529-2723
Local 837 -Vacation with Pay	Local 837 (Hamilton) Vacation Pay Trust Fund		
Local 1036	Labourers' Local 1036 Employee Benefit Trust Fund- The Labourers' Multi- Local Welfare Trust Fund of Ontario	c/o Global Benefit Plan Consultants Inc. 88 St. Regis Crescent South Toronto, ON M3J 1Y8	Tel: (416) 635-6000 Fax:(416) 635-6464
Local 1036 - Training	Labourers' Local 1036 Training Fund	c/o LiUNA Pension Fund of C & E Canada P.O. Box 9002 Lakeshore West PO Oakville, ON L6K 0G1	
Local 1059	LIUNA Local 1059 Benefit Trust Fund	c/o Global Benefit Plan Consultants Inc. 88 St. Regis Crescent South Toronto, ON M3J 1Y8	Tel: (416) 635-6000 Fax:(416) 635-6464
Local 1059 - Training	LIUNA Local 1059 Training Trust Fund	c/o LIUNA Local 1059 635 Wilton Grove Road London, ON N6N 1N7	Tel: (519) 455-8083 Fax: (519) 455-0712
Local 1089	Labourers' Local 1089 (Sarnia) Benefit Trust Fund	All remittances to: c/o LiUNA Local 1089 1255 Confederation Street Sarnia, ON N7S 4M7	Tel: (519) 332-1089 Fax: (519) 332-6378
Local 1089 -GRSP	Labourers' Local 1089 G.R.S.P Fund		
Local 1089 -Training	The Administrator of Local 1089 Training Fund		

LETTER OF INTENT

BETWEEN:

ONTARIO PRECAST CONCRETE MANUFACTURERS' ASSOCIATION

(hereinafter collectively referred to as the
"Employer Bargaining Agency" - E.B.A. and
employers severally referred to as the "Employer")

- and-

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, AND THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, ONTARIO PROVINCIAL DISTRICT COUNCIL, on behalf of its

**affiliated Local Unions 183, 247, 493, 506, 527,
607, 625, 837, 1036, 1059 and 1089**

(hereinafter referred to as the "Union")

Employment Equity

The Employer Bargaining Agency and the Union mutually recognize the need for employment equity initiatives. Following joint investigation and consultation, the parties agree to meet to develop an Employment Equity Plan as required by law.

LABOURERS' EQUITY AND DIVERSITY (LEAD!) CHARTER OF INCLUSION AND DIVERSITY

All human beings are born free and equal in rights and dignity. No person should be discriminated against because of their race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital or family status, or disability.

We condemn racism.

We condemn discrimination against Women.

We condemn discrimination based upon sexual orientation or gender identity.

We condemn islamophobia, anti-Semitism, and other forms of religious discrimination.

Racism, hate, intolerance, and bigotry have no place in our industry. Black lives matter. Indigenous lives matter.

Racism and discrimination are real, and they exist throughout society. We will take steps eradicate racism and discrimination from our industry. We will take steps to promote racial and gender diversity and inclusion in our industry. We will take steps to have workforces and leadership teams that are as wonderful and diverse as the communities in which we live. Working together we will build more truly inclusive workplaces.

It will take time and effort to implement these commitments. It will not be easy, but it must be done. We owe it to ourselves, and to each other, to do better.

We Condemn all forms of Racism and Discrimination