



**PRECAST
COLLECTIVE AGREEMENT**

Effective May 1, 2004 to April 30, 2007

BETWEEN

ONTARIO PRECAST CONCRETE MANUFACTURERS' ASSOCIATION

(hereinafter referred to as the "Association")

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, 247, 493, 506, 527, 607, 625,

837, 1036, 1059, 1081 and 1089

(hereinafter referred to as the "Council")

OF THE SECOND PART



Article 1 - TERM OF AGREEMENT	4
Article 2 - RECOGNITION	4
Article 3 - GEOGRAPHICAL TERRITORY	5
Article 4 - UNION SECURITY	5
Article 5 - MANAGEMENT RIGHTS	5
Article 6 - WAGES AND CLASSIFICATIONS	6
Article 7 - WORK WEEK, WORK DAY	6
Article 8 - SHIFT WORK	6
Article 9 - OVERTIME	7
Article 10 - HOLIDAYS	7
Article 11 - REPORTING ALLOWANCE.....	7
Article 12 - PAYMENT OF WAGES	7
Article 13 - VACATION-STATUTORY HOLIDAY PAY	9
Article 14 - GRIEVANCE PROCEDURE.....	9
Article 15 - GOVERNMENT LEGISLATION	10
Article 16 - CONFLICT IN AGREEMENTS	10
Article 17 - PROTECTIVE CLAUSE.....	11
Article 18 - SAFETY, SANITATION AND SHELTER	11
Article 19 - BUSINESS REPRESENTATIVE AND SHOP STEWARD	12
Article 20 - NO STRIKES, NO LOCKOUTS.....	13
Article 21 - TRAVELLING - BOARD AND MILEAGE ALLOWANCE.....	13
Article 22 - REFRESHMENT BREAKS	20
Article 23 - PRE-JOB NOTIFICATION.....	20
Article 24 - JURISDICTIONAL DISPUTES.....	20
Article 25 - TRUST FUNDS	21
Article 26 - LABOURERS' UNION ADMINISTRATION FUND DEDUCTIONS AND CONTRIBUTIONS	24
Article 27 - ONTARIO PRECAST CONCRETE MANUFACTURERS' ASSOCIATION FUND.....	25
Article 28 - REINSTATEMENT OF EMPLOYEES UPON RETURN FROM INDUSTRIAL ACCIDENT.....	25
Article 29 - INDUSTRY, GRADING, RETRAINING AND SAFETY.....	26
Article 30 - LOCAL SCHEDULE EXEMPTION OR AMENDMENT.....	26
Article 31 - LIABILITY	29
Article 32 - PRECAST ERECTOR APPRENTICESHIP	29
Appendix 'A'	34
Appendix 'B'	38
Appendix 'C'	40
Appendix 'D'	44
Appendix 'E'.....	45



THIS AGREEMENT entered into as of the 11th day of June 2004.

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, 247, 493, 506, 527,
607, 625, 837, 1036, 1059, 1081 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 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;

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 11th day of June, 2004, and shall continue to remain in effect until the 30th day of April 2007, 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 2007, 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 foremen and persons above the rank of non-working foreman.

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 outslulation, thermocast, precast or prefabricated panels composed of any type of material, 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.

2.03 The Employer agrees to engage only sub-contractors bound by this Agreement to perform work normally performed by such Employer with his 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.

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 his representative will call the Union office for his needed supply of men, within the geographical area defined in Article 3.01 above.

4.02 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 seven (7) days or be terminated from employment. During this period, an employee shall be subject to all provisions of this Agreement.

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.

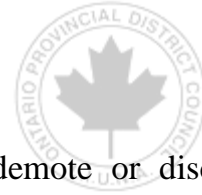
4.04 The Employer may request by name, the recall of an employee who has worked during the preceding twelve (12) months for that Employer, subject to Article 33.08.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union acknowledges that nothing in this Agreement shall limit the Employer to exercise his/her 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

6.01 Wages and working conditions shall be as per attached Appendix 'A' and Appendix 'B' forming part of this Agreement.

6.02 Should the employee be directed to direct an installation crew, the employee shall be paid the foreman'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 4:30 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.

ARTICLE 8 - SHIFT WORK

8.01 All work on a second shift shall be paid two dollars and fifty cents (\$2.50) per hour over and above the regular day shift rate for all hours worked. All work on a third shift shall be paid at two dollars and eighty-five cents (\$2.85) per hour over and above the regular day shift rate for all hours worked.

8.02 Shift work is any shift starting other than regular shift between 7:00 a.m. and 4:30 p.m., Monday to Friday, inclusive.

8.03 (a) Whenever a shift starts on or after 11:30 a.m., shift premium shall be payable for all hours worked during the shift;

(b) Whenever a shift starts before 11:30 a.m., shift premium shall only be payable for any hours worked after 4:30 p.m.

8.04 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 the regular day shift rate (plus shift premium where applicable) for the first three (3) hours of overtime work and double 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 endeavour 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, civic holidays and the following holidays; namely:

New Year's Day	Simcoe Day (Civic Holiday)	Good Friday
Labour Day	Victoria Day	Thanksgiving Day
Canada Day	Christmas Day	Boxing Day
Heritage Day (when declared a Holiday by the Government of Ontario under the <i>Employment Standards Act</i>)		

shall be deemed overtime work and paid for at the rate of double 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.

ARTICLE 11 - REPORTING ALLOWANCE

11.01 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 he has been notified not to report.

ARTICLE 12 - PAYMENT OF WAGES

12.01 All wages shall be paid weekly by cash 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 his pay on his regular payday shall give notice to his Employer or his representative. If the Employer does not make the payment of wages before 12:00 noon on the following day, the Employer shall pay two hours pay at the applicable straight time hourly rate, in addition to his 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 his wages and give him possession of all his documents by quitting time.

12.05 In the event the Employer cannot comply as outlined above, 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 he is required to wait after giving notice to the Employer and giving him 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 his last known address within twenty-four (24) hours from the time of termination.

12.07 In the case of layoff, all men will receive one hour's notice in advance or pay in lieu of notice.

12.08 When an employee quits, he shall provide the Employer with three days' notice. On doing so, he shall be paid all his wages and given possession of all his documents upon termination where practicable. On failure to provide three days' notice, he shall receive all his 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 625 - Windsor, Local 1059 - London and Local 1089 - Sarnia shall be eight percent (8%) of gross wages earned and shall be payable with weekly wages. 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	Simcoe Day (Civic Holiday)
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Boxing Day	Heritage Day (when declared a Holiday by the Government of Ontario under the <i>Employment Standards Act</i>)

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 (5) 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 matters 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) day of the appointment of the second of them, appoint a third party who shall act as Chairman 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 Chairman 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 Chairman 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 subtraction from or modification or amendment to any part of this Agreement.

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

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 foreman or if the foreman 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 him at cost.

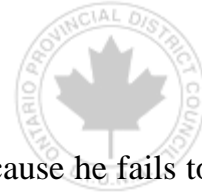
18.03 (a) Every employee shall, as a condition of employment, own and wear suitable protective footwear and other personal protective equipment required in the normal course of his duties. This does not include special clothing where an employee is requested to work under abnormal conditions or during 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 non-prescription safety glasses and replace same when damaged to all employees when required without cost or deposit to the employee provided he/she returns safety glasses on termination.

(d) The Employer will provide proper breathing equipment for welders when it is required by health and safety regulations.

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 Municipal Health Regulations. 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 he fails to work in unsafe conditions which are likely to endanger himself. 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 clothing up to a maximum of three hundred dollars (\$300.00).

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 his/her/their visit interfere with the progress of the work. When visiting a job he/she/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 his duties, but in no case shall his/her 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 men retained by the Employer. 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.

19.03 Safety Representative

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 employees work. Such Representative shall be allowed the necessary time to perform his 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.



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.

21.02 When an employee of an Employer is required to work on a project outside the free zone and other specified zones established in Articles 21.12 and 21.13, he/she shall be paid five dollars and seventy cents (\$5.70) for every twenty (20) kilometres measured by radius from the limit of the free zone and return, effective June 11, 2004. This amount shall increase to five dollars and eighty-five cents (\$5.85) effective May 1, 2005. This amount shall increase to six dollars (\$6.00) effective May 1, 2006.

21.03 (a) When an employee is required to use his/her 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.

21.04 When an employee is required to use his/her own vehicle to work on a project outside the free zone in 21.02, effective June 11, 2004 he/she shall be paid thirty-nine cents (\$0.39) per road kilometre from the limit of the said free zone to the project, each way. Effective May 1, 2005, this amount shall increase to forty-two cents (\$0.42) per road kilometre and effective May 1, 2006 this amount shall increase to forty-five cents (\$0.45 per road kilometre).

21.05 Employees required to stay overnight shall receive a meal allowance for each day they are away and shall be provided with clean, adequate lodging. Effective June 11, 2004, this amount shall increase to forty-one dollars (\$41.00), effective May 1, 2005, this amount shall increase to forty-two dollars (\$42.00) and effective May 1, 2006, this amount shall increase to forty-three dollars (\$43.00).

21.06 Employees travelling between jobs during regular working hours shall be paid their regular rate of pay.



21.07 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.

21.08 Employees who qualify for payment under Article 21.04 or Article 21.05, shall receive such payment on a separate cheque.

21.09 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 men where practical.

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

(a) Point of Origin is Toronto City Hall. Free Zone is as follows:

Steeles Avenue to the north; Kennedy Road to the east; Highway 27 to the west.

(b) Any work done outside the free zone will be paid at five dollars seventy cents (\$5.70) each way; then for every twenty (20) kilometres it will be paid at an additional five dollars seventy cents (\$5.70) each way effective June 11, 2004.

Effective May 1, 2005, any work done outside the free zone will be paid five dollars and eighty-five cents (\$5.85) each way; then for every twenty (20) kilometres it will be paid at an additional five dollars and eight-five cents (\$5.85) each way;

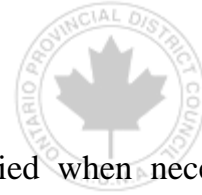
Effective May 1, 2006, any work done outside the free zone will be paid six dollars (\$6.00) each way; then for every twenty (20) kilometres it will be paid at an additional six dollars (\$6.00) each way;

(c) If an employee is required to use his/her own car, mileage will be paid extra.

21.11 Transportation, Room and Board Allowance for Local 607 Area

(a) (i) Commuting Allowance

All employees who reside within forty (40) kilometre 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 kilometre travelled beyond eight (8) road



kilometres of the project. Suitable transportation will be supplied when necessary. Commuting allowance will be paid at the following rates:

- May 1, 2004: forty-two cents (\$0.42) per kilometre;
- May 1, 2005: forty-four cents (\$0.44) per kilometre;
- May 1, 2006: forty-six cents (\$0.46) per kilometre.

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

- May 1, 2004 forty-two cents (\$0.42) per kilometre;
- May 1, 2005: forty-four cents (\$0.44) per kilometre;
- May 1, 2006: forty-six cents (\$0.46) per kilometre;

for all kilometres over forty (40) kilometre each way to and from the project and his 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 his residence and the project over forty (40) kilometres each way. Such time shall be computed at an average of eighty (80) kilometres per hour.

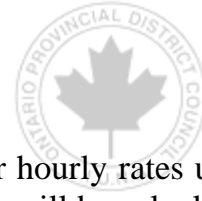
(b) Travel Allowance

On work at a construction site, all employees receiving board and lodging shall receive travel allowance based on the distance between his 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 his 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, 2004: forty-two cents (\$0.42) per kilometre;
- May 1, 2005: forty-four cents (\$0.44) per kilometre;
- May 1, 2006: forty-six cents (\$0.46) per kilometre.

(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 any one (1) day. Travel time will be calculated at an average of eighty (80) road kilometres 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 his 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 his 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 kilometres 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 kilometres 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:

June 11 , 2004:thirty-five dollars (\$35.00) per day;
May 1, 2005:thirty-seven dollars (\$37.00) per day;
May 1, 2006: thirty-nine dollars (\$39.00) 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 kilometres from 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 eighty dollars (\$80.00) per day, for each day the employee is available for work.



(h) Where a camp meeting, the standards of Article 21.12 Camp Accommodations is provided by the Employer, employees must stay in the camp, and no allowances under Articles 21.11 (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.

21.12 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:

(b) Camp Site

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

(c) Occupancy

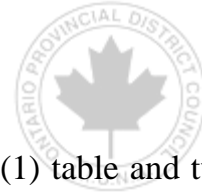
No camp shall be occupied before inspection and sanction by the duly authorized Camp Committee. This shall apply to any and all conditions.

(d) Accommodations

The standard accommodation shall be approximately one hundred and twelve (112) square feet of floor space per room for two (2) men. 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 men	2 flush toilets
16 - 30 men	4 flush toilets
31 - 45 men	5 flush toilets
46 - 60 men	6 flush toilets
61 - 75 men	7 flush toilets
76 - 90 men	8 flush toilets

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

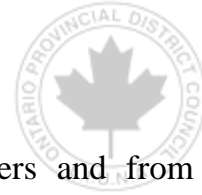
There shall be sufficient urinals, one (1) shower for every ten (10) men, one (1) wash basin for every five (5) men, to be of the porcelain type, as in household bathroom, and one (1) mirror to each basin.

One (1) laundry room washing machine, dual washtub for every twenty-five (25) men, 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.

(e) 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.

(f) Mobile Camps

In the matter of mobile camps, such camps are acceptable providing the standards of accommodations 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) men, by propane, heat, or the equivalent or not less than 20,000 B.T.U.

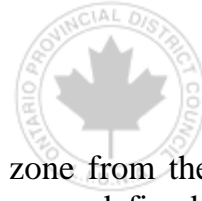
(g) Catering

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.

21.13 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. Increase travel Allowance One dollar (\$1.00) per year per zone.

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. Increase travel allowance one dollar (\$1.00) per year per zone.

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 Phone: (416) 240-7254
555 Burnhamthorpe Road, Suite 700 Fax: (416) 240-7260
Toronto, Ontario M9C 2Y3

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.

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 he/she is otherwise directed by the Ontario Labour Relations Board.



ARTICLE 25 - TRUST FUNDS

25.01 It is agreed that the established Labourers' Union, Local 506 (Construction Division) Employee Benefit Trust shall continue and the Employer shall pay effective June 11, 2004, an amount of two dollars and thirty cents (\$2.30) per hour earned by each employee covered by this Agreement. Effective May 1, 2005, this amount shall increase to two dollars and forty cents (\$2.40) per hour earned by each employee covered by this Agreement and effective May 1, 2006, this amount shall increase to two dollars and fifty cents (\$2.50) per hour earned by each employee covered by this Agreement. Such contributions 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.

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 Labourers' 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 Labourers' 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 The Union agrees to an equal amount of Management Trustees on the aforesaid Pension Fund.

25.07 The Employer agrees to pay into the appropriate Funds, the amounts as per Appendix 'E' attached to this Agreement by 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 hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month. At no time shall Employer contributions due the Funds provided herein be paid directly to the employee.

25.08 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.

25.09 Each Employer bound by the terms of this Agreement agrees that upon the written authority of the Joint Board of Trustees, of any jointly trustee 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, he/she shall direct his/her 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 his/her chartered accountant to provide a certified audited statement, the cost of such audit shall be borne by said Employer.

25.10 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.

25.11 If the Employer does not have any employees in his/her employ, a Nil Report should be filed.

25.12 (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.

25.13 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.

25.14 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 days' written notice, they will re-arrange the total negotiated wage package at the time of implementation of the plan to provide the necessary contributions for funding such plan.

25.15 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.

25.16 Local 625 Group RRSP

One dollar (\$1.00) per hour worked shall be deducted and remitted to Local 625 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 625 by the fifteenth (15th) day of the month following the month for which deductions were made.

25.17 Local 1059 Group RRSP

One dollar (\$1.00) 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.

25.18 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.

**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.

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 Fifteen cents



(\$0.15) per hour (which includes Ontario Construction Secretariat Fund) and to remit same directly to the Labourers' 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 ten cents (\$0.10) per hour for each hour worked by each employee covered by this Agreement, and remit such contributions to Global Benefit Plan Consultants Inc., 505 Wilson Avenue, Toronto, ON, M4P 1E4 [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 his/her duties will resume his/her former position when medically fit to do so provided his/her 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 wilful misconduct of the employee.



ARTICLE 29 - INDUSTRY, GRADING, RETRAINING AND SAFETY

29.01 The parties agree to maintain, as presently established, the Industry Retraining Programme 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.

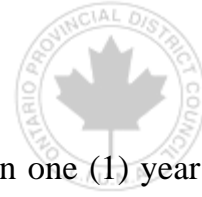
30.04 The person selected to arbitrate any matter pursuant to Article 30.05 below shall, at the request of either party, mediate those matters, but in no case shall the time periods in Article 30.05 be exceeded.

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 his or her 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 his or her 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. Patchers (Precast Finishers) and Welders are not included.

32.02 Existing Workers

(a) A separate committee for training standards and testing will be established.

(b) Those workers who have more than two (2) years experience as erectors will be deemed to be fully qualified journeymen.

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) journeymen. Patchers and welders are not included in the ratios.

(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 working days.

32.05 Length of apprenticeship shall be five thousand (5,000) hours of work and training.



32.06 Rates of Pay

As a percentage of the journeyman rate:

- 65% for the first 800 hours of work and training;
- 70% from 800 hours to 1600 hours of work and training;
- 75% from 1600 hours to 2400 hours of work and training;
- 80% from 2400 hours to 3200 hours of work and training;
- 85% from 3200 hours to 4000 hours of work and training;
- 90% from 4000 hours to 5000 hours of work and training;
- 100% after 5000 hours and successful completion of all training.

Increments may be withheld if an apprentice fails to progress to the satisfaction of his 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 journeymen have been recalled.

(b) Once all journeymen have been recalled, former apprentice employees can be recalled. The ratio of apprentices to journeymen will not exceed one (1) apprentice to each four (4) journeymen, such ratios applying to the total workers in each company. Patchers and welders are not included in the ratios.

(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 **Letter of Understanding, October 7, 2004**

BETWEEN:

Ontario Precast Manufacturers' Association



Employer Bargaining Agency

(‘the Employer Bargaining Agency’)

and

Labourers’ International Union of North America
Ontario Provincial District Council

(‘the Employee Bargaining Agency’)

The Parties hereto agree to enter into this letter of Understanding:

The Union and Employer are committed to develop and implement training program(s) in regards to “caulking” in the Field of Precast. The Employer also agrees to participate in such training within the duration of this agreement.

On behalf of the Union

On behalf of the Employer



SIGNED ON BEHALF OF THE PARTIES THIS DAY OF

, 20 .

**LABOURERS' INTERNATIONAL
UNION OF NORTH AMERICA**

**ONTARIO PRECAST CONCRETE
MANUFACTURERS' ASSOCIATION**

Per: _____ Per: _____

(PRINT NAME)

(PRINT NAME)

Per: _____ Per: _____

(PRINT NAME)

(PRINT NAME)

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

Per: _____

(PRINT NAME)

Per: _____

Provincial Precast Agreement
2004-2007



(PRINT NAME)



APPENDIX 'A'

Local 506 - General Precast Labourer												
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Pre-Paid Legal	Tri-Fund	Other	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	27.17	2.72	2.20	3.34	0.30	0.05	0.05	N/A	35.83	0.54	0.10	0.15
06/11/04	27.17	2.72	2.30	4.34	0.30	0.05	0.05	N/A	36.93	0.82	0.15	0.10
05/01/05	27.17	2.72	2.40	5.34	0.30	0.05	0.05	N/A	38.03	0.82	0.15	0.10
05/01/06	27.17	2.72	2.50	6.44	0.30	0.05	0.05	N/A	39.23	0.82	0.15	0.10
Local 506 - Precast Erector and Finisher												
Last Rate	28.48	2.85	2.20	3.34	0.30	0.05	0.05	N/A	37.27	0.56	0.10	0.15
06/11/04	28.48	2.85	2.30	4.34	0.30	0.05	0.05	N/A	38.37	0.82	0.15	0.10
05/01/05	28.48	2.85	2.40	5.34	0.30	0.05	0.05	N/A	39.47	0.82	0.15	0.10
05/01/06	28.48	2.85	2.50	6.44	0.30	0.05	0.05	N/A	40.67	0.82	0.15	0.10
Local 506 - Welder (Certified)												
Last Rate	29.13	2.91	2.20	3.34	0.30	0.05	0.05	N/A	37.98	0.57	0.10	0.15
06/11/04	29.13	2.91	2.30	4.34	0.30	0.05	0.05	N/A	39.08	0.82	0.15	0.10
05/01/05	29.13	2.91	2.40	5.34	0.30	0.05	0.05	N/A	40.18	0.82	0.15	0.10
05/01/06	29.13	2.91	2.50	6.44	0.30	0.05	0.05	N/A	41.38	0.82	0.15	0.10
Local 506 - Working Foreman												
Last Rate	30.48	3.05	2.20	3.34	0.30	0.05	0.05	N/A	39.47	0.57	0.10	0.15
06/11/04	30.71	3.07	2.30	4.34	0.30	0.05	0.05	N/A	40.82	0.82	0.15	0.10
05/01/05	30.71	3.07	2.40	5.34	0.30	0.05	0.05	N/A	41.92	0.82	0.15	0.10
05/01/06	30.71	3.07	2.50	6.44	0.30	0.05	0.05	N/A	43.12	0.82	0.15	0.10
Local 527 - General Precast Labourer												
Effective Date	Hourly Rate	Vac. Pay	Ben. Fund	PST	Pen Fund	Occp. Hlth.	Tri-Fund	OPDC Dues	Train. Fund	Total Pkg.	WD Ded.	Ind. Fund
06/11/04	24.66	2.47	2.20	0.09	2.32	--	0.05	0.15	Inc. in Benefit	31.94	Inc. in Benefit	0.10
12/06/04	24.66	2.47	2.25	0.10	2.52	--	0.05	0.15	Fund	32.19	Fund	0.10
05/01/05	25.24	2.52	2.31	0.10	2.67	--	0.05	0.15	Contr.	33.04	Contr.	0.10
05/01/06	26.04	2.60	2.38	0.10	2.77	--	0.05	0.15		34.09		0.10
Local 527 - Precast Erector and Finisher												
06/11/04	27.23	2.72	2.20	0.09	2.32	--	0.05	0.15	Inc. in Benefit	34.77	Inc. in Benefit	0.10
12/06/04	27.23	2.72	2.25	0.10	2.52	--	0.05	0.15	Fund	35.02	Fund	0.10
05/01/05	27.81	2.78	2.31	0.10	2.67	--	0.05	0.15	Contr.	35.87	Contr.	0.10
05/01/06	28.61	2.86	2.38	0.10	2.77	--	0.05	0.15		36.92		0.10
Local 527 - Welder (Certified)												
06/11/04	28.26	2.83	2.20	0.09	2.32	--	0.05	0.15	Inc. in Benefit	35.90	Inc. in Benefit	0.10
12/06/04	28.26	2.83	2.25	0.10	2.52	--	0.05	0.15	Fund	36.15	Fund	0.10
05/01/05	28.84	2.88	2.31	0.10	2.67	--	0.05	0.15	Contr.	37.00	Contr.	0.10
05/01/06	29.64	2.96	2.38	0.10	2.77	--	0.05	0.15		38.05		0.10
Local 527 - Working Foreman												
06/11/04	30.69	3.07	2.20	0.09	2.32	--	0.05	0.15	Inc. in Benefit	38.57	Inc. in Benefit	0.10
12/06/04	30.69	3.07	2.25	0.10	2.52	--	0.05	0.15	Fund	38.83	Fund	0.10
05/01/05	31.27	3.13	2.31	0.10	2.67	--	0.05	0.15	Contr.	39.67	Contr.	0.10
05/01/06	32.07	3.21	2.38	0.10	2.77	--	0.05	0.15		40.72		0.10



Local 607 - General Precast Labourer											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri-Fund	Other	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	24.69	2.47	2.00	3.02	0.30	0.05	--	32.53	0.74	0.10	0.15
06/11/04	25.01	2.50	2.10	3.32	0.35	0.10	--	33.38	0.75	0.15	0.10
05/01/05	25.37	2.54	2.20	3.62	0.35	0.10	--	34.18	0.76	0.15	0.10
05/01/06	25.87	2.59	2.30	4.02	0.35	0.10	--	35.23	0.77	0.15	0.10
Local 607 - Precast Erector and Finisher											
Last Rate	25.72	2.57	2.00	3.02	0.30	0.05	--	33.66	0.74	0.10	0.15
06/11/04	26.04	2.60	2.10	3.32	0.35	0.10	--	34.51	0.75	0.15	0.10
05/01/05	26.40	2.64	2.20	3.62	0.35	0.10	--	35.31	0.76	0.15	0.10
05/01/06	26.90	2.69	2.30	4.02	0.35	0.10	--	36.36	0.77	0.15	0.10
Local 607 - Welder (Certified)											
Last Rate	26.21	2.62	2.00	3.02	0.30	0.05	--	34.20	0.74	0.10	0.15
06/11/04	26.53	2.65	2.10	3.32	0.35	0.10	--	35.05	0.75	0.15	0.10
05/01/05	26.89	2.69	2.20	3.62	0.35	0.10	--	35.85	0.76	0.15	0.10
05/01/06	27.39	2.74	2.30	4.02	0.35	0.10	--	36.90	0.77	0.15	0.10
Local 607 - Working Foreman											
Last Rate	27.95	2.80	2.00	3.02	0.30	0.05	--	36.12	0.74	0.10	0.15
06/11/04	28.50	2.85	2.10	3.32	0.35	0.10	--	37.22	0.75	0.15	0.10
05/01/05	28.86	2.89	2.20	3.62	0.35	0.10	--	38.02	0.76	0.15	0.10
05/01/06	29.36	2.94	2.30	4.02	0.35	0.10	--	39.07	0.77	0.15	0.10
Local 625 - General Precast Labourer											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri-Fund	GRSP	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	26.49	2.12	1.40	2.07	0.19	0.05	1.00*	32.32	0.40	0.10	0.15
06/11/04	27.05	2.16	1.50	2.22	0.19	0.05	1.00*	33.17	0.55	0.15	0.10
05/01/05	27.60	2.21	1.60	2.37	0.19	0.05	1.00*	34.02	0.56	0.15	0.10
05/01/06	28.39	2.27	1.70	2.52	0.19	0.05	1.00*	35.12	0.57	0.15	0.10
Local 625 - Precast Erector and Finisher											
Last Rate	27.49	2.20	1.40	2.07	0.19	0.05	1.00*	33.40	0.40	0.10	0.15
06/11/04	28.05	2.24	1.50	2.22	0.19	0.05	1.00*	34.25	0.55	0.15	0.10
05/01/05	28.60	2.29	1.60	2.37	0.19	0.05	1.00*	35.10	0.56	0.15	0.10
05/01/06	29.39	2.35	1.70	2.52	0.19	0.05	1.00*	36.20	0.57	0.15	0.10
Local 625 - Welder (Certified)											
Last Rate	28.10	2.25	1.40	2.07	0.19	0.05	1.00*	34.06	0.40	0.10	0.15
06/11/04	28.66	2.29	1.50	2.22	0.19	0.05	1.00*	34.91	0.55	0.15	0.10
05/01/05	29.21	2.34	1.60	2.37	0.19	0.05	1.00*	35.76	0.56	0.15	0.10
05/01/06	30.00	2.40	1.70	2.52	0.19	0.05	1.00*	36.86	0.57	0.15	0.10
Local 625 - Working Foreman											
Last Rate	29.45	2.36	1.40	2.07	0.19	0.05	1.00*	35.52	0.40	0.10	0.15
06/11/04	30.24	2.42	1.50	2.22	0.19	0.05	1.00*	36.62	0.55	0.15	0.10
05/01/05	30.80	2.46	1.60	2.37	0.19	0.05	1.00*	37.47	0.56	0.15	0.10
05/01/06	31.35	2.51	1.70	2.52	0.19	0.05	1.00*	38.32	0.57	0.15	0.10
Note: * GRSP - See Article 25.16											

Provincial Precast Agreement
2004-2007



These rates apply to all Red-Circled employees of the Employer.											
Local 837 - General Precast Labourer											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Occ. Hlth.	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	24.13	2.41	2.10	2.88	0.52	0.05	0.05	32.14	0.50	0.10	0.15
06/11/04	24.13	2.41	2.10	3.78	0.52	0.05	0.05	33.04	0.62	0.15	0.10
05/01/05	24.13	2.41	2.10	4.68	0.52	0.05	0.05	33.94	0.67	0.15	0.10
05/01/06	24.52	2.45	2.25	5.20	0.52	0.05	0.05	35.04	0.67	0.15	0.10
Local 837 - Precast Erector and Finisher											
Last Rate	27.32	2.73	2.10	2.88	0.52	0.05	0.05	35.65	0.58	0.10	0.15
06/11/04	27.32	2.73	2.10	3.78	0.52	0.05	0.05	36.55	0.62	0.15	0.10
05/01/05	27.32	2.73	2.10	4.68	0.52	0.05	0.05	37.45	0.67	0.15	0.10
05/01/06	27.71	2.77	2.25	5.20	0.52	0.05	0.05	38.55	0.67	0.15	0.10
Local 837 - Welder (Certified)											
Last Rate	26.93	2.69	2.10	2.88	0.52	0.05	0.05	35.22	0.57	0.10	0.15
06/11/04	26.93	2.69	2.10	3.78	0.52	0.05	0.05	36.12	0.62	0.15	0.10
05/01/05	26.93	2.69	2.10	4.68	0.52	0.05	0.05	37.02	0.67	0.15	0.10
05/01/06	27.32	2.73	2.25	5.20	0.52	0.05	0.05	38.12	0.67	0.15	0.10
Local 837 - Working Foreman											
Last Rate	28.72	2.87	2.10	2.88	0.52	0.05	0.05	37.19	0.62	0.10	0.15
06/11/04	28.95	2.89	2.10	3.78	0.52	0.05	0.05	38.34	0.62	0.15	0.10
05/01/05	28.95	2.89	2.10	4.68	0.52	0.05	0.05	39.24	0.67	0.15	0.10
05/01/06	29.15	2.92	2.25	5.20	0.52	0.05	0.05	40.14	0.67	0.15	0.10

Local 837 - General Precast Labourer											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Occ. Hlth.	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	24.13	2.41	2.10	2.88	0.52	0.05	0.05	32.14	0.50	0.10	0.15
06/11/04	24.13	2.41	2.10	3.78	0.52	0.05	0.05	33.04	0.62	0.15	0.10
05/01/05	24.13	2.41	2.10	4.68	0.52	0.05	0.05	33.94	0.67	0.15	0.10
05/01/06	24.52	2.45	2.25	5.20	0.52	0.05	0.05	35.04	0.67	0.15	0.10
Local 837 - Precast Erector and Finisher											
Last Rate	24.72	2.47	2.10	2.88	0.52	0.05	0.05	32.79	0.58	0.10	0.15
06/11/04	24.72	2.47	2.10	3.78	0.52	0.05	0.05	33.69	0.62	0.15	0.10
05/01/05	24.72	2.47	2.10	4.68	0.52	0.05	0.05	34.59	0.67	0.15	0.10
05/01/06	25.11	2.51	2.25	5.20	0.52	0.05	0.05	35.69	0.67	0.15	0.10
Local 837 - Welder (Certified)											
Last Rate	24.13	2.41	2.10	2.88	0.52	0.05	0.05	32.14	0.57	0.10	0.15
06/11/04	24.13	2.41	2.10	3.78	0.52	0.05	0.05	33.04	0.62	0.15	0.10
05/01/05	24.13	2.41	2.10	4.68	0.52	0.05	0.05	33.94	0.67	0.15	0.10
05/01/06	24.52	2.45	2.25	5.20	0.52	0.05	0.05	35.04	0.67	0.15	0.10
Local 837 - Working Foreman											
Last Rate	26.02	2.60	2.10	2.88	0.52	0.05	0.05	34.22	0.62	0.10	0.15
06/11/04	26.20	2.62	2.10	3.78	0.52	0.05	0.05	35.32	0.62	0.15	0.10
05/01/05	26.20	2.62	2.10	4.68	0.52	0.05	0.05	36.22	0.67	0.15	0.10
05/01/06	26.41	2.64	2.25	5.20	0.52	0.05	0.05	37.12	0.67	0.15	0.10



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, he/she 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)

Local 183 (Oshawa)												
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri-Fund	Long TM Care	Camp Ground	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
Last Rate	24.52	2.45	2.00	2.92	0.33	0.05	--	--	32.27	2%	0.10	0.15
06/11/04	25.02	2.50	2.20	3.12	0.33	0.05	0.10	0.05	33.37	2%	0.15	0.10
05/01/05	25.52	2.55	2.40	3.32	0.33	0.05	0.20	0.10	34.47	2%	0.15	0.10
05/01/06	26.34	2.63	2.40	3.52	0.33	0.05	0.25	0.15	35.67	2%	0.15	0.10
Local 183 (Peterborough)												
Last Rate	23.13	2.31	2.00	2.92	0.33	0.05	--	--	30.74	2%	0.10	0.15
06/11/04	23.63	2.36	2.20	3.12	0.33	0.05	0.10	0.05	31.84	2%	0.15	0.10
05/01/05	24.13	2.41	2.40	3.32	0.33	0.05	0.20	0.10	32.94	2%	0.15	0.10
05/01/06	24.81	2.48	2.40	3.52	0.33	0.05	0.25	0.15	33.99	2%	0.15	0.10
Local 183 (Muskoka)												
Last Rate	23.39	2.34	2.00	2.68	0.33	0.05	--	--	30.79	2%	0.10	0.15
06/11/04	23.89	2.39	2.20	2.88	0.33	0.05	0.10	0.05	31.89	2%	0.15	0.10
05/01/05	24.39	2.44	2.40	3.08	0.33	0.05	0.20	0.10	32.99	2%	0.15	0.10
05/01/06	25.07	2.51	2.40	3.28	0.33	0.05	0.25	0.15	34.04	2%	0.15	0.10
Local 247 (Kingston)												
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri-Fund	Other		Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
								<u>GRSP</u>				
06/11/04	24.78	2.48	2.06	2.06	0.30	0.05	--	1.25	32.98	0.76	0.15	0.10
05/01/05	25.37	2.54	2.16	2.16	0.30	0.05	--	1.25	33.83	0.77	0.15	0.10
05/01/06	26.06	2.61	2.35	2.26	0.30	0.05	--	1.25	34.88	0.79	0.15	0.10
Local 493 (Sudbury)												
								<u>ORG.F</u>				
06/11/04	24.06	2.41	1.75	2.95	0.25	0.05	--	0.20	31.67	3%	0.15	0.10
05/01/05	24.62	2.45	1.80	3.05	0.25	0.05	--	0.20	32.42	3%	0.15	0.10
05/01/06	25.34	2.53	1.85	3.15	0.25	0.05	--	0.20	33.37	3%	0.15	0.10
Local 625 (Windsor)												
		8%						<u>RRSP</u>				
06/11/04	27.05	2.16	1.50	2.22	0.19	0.05		1.00*	33.17	0.55	0.15	0.10
05/01/05	27.60	2.21	1.60	2.37	0.19	0.05		1.00*	34.02	0.56	0.15	0.10
05/01/06	28.39	2.27	1.70	2.52	0.19	0.05		1.00*	35.12	0.57	0.15	0.10
Local 625 (Chatham)												
		8%						<u>GRRSP</u>				
06/11/04	24.84	1.99	1.50	2.22	0.19	0.05	--	1.00*	30.79	0.55	0.15	0.10
05/01/05	25.40	2.03	1.60	2.37	0.19	0.05	--	1.00*	31.64	0.56	0.15	0.10
05/01/06	26.19	2.09	1.70	2.52	0.19	0.05	--	1.00*	32.74	0.57	0.15	0.10



APPENDIX 'B' (continued)
LOCAL RATES AND OTHER CONDITIONS FOR INCLUSION IN PRECAST AGREEMENT (EXCLUDING LOCALS 506, 527 AND 607)

Local 837 (Hamilton - Niagara)											
Effective Date	Hourly Rate	Vac. Pay	Welfare Benefit	Pens.	Train. Fund	Tri-Fund	Other	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
06/11/04	24.13	2.41	2.10	3.78	0.52	0.05	OCCP 0.05	33.04	0.62	0.15	0.10
05/01/05	24.13	2.41	2.10	4.68	0.52	0.05	0.05	33.94	0.67	0.15	0.10
05/01/06	24.52	2.45	2.25	5.20	0.52	0.05	0.05	35.04	0.67	0.15	0.10
Local 1036 (Sault Ste. Marie)											
06/11/04	24.51	2.45	1.90	2.45	0.15	0.05	--	31.51	1.00	0.15	0.10
05/01/05	24.51	2.45	2.10	3.00	0.15	0.05	--	32.26	1.00	0.15	0.10
05/01/06	24.83	2.48	2.30	3.40	0.15	0.05	--	33.21	1.00	0.15	0.10
Local 1059 (Huron, Perth, Middlesex, Elgin, Oxford, Bruce)											
		8%					GRRSP				
06/11/04	26.40	2.11	2.10	1.54	0.25	0.05	1.00*	32.45	0.53	0.15	0.10
05/01/05	27.14	2.17	2.20	1.54	0.25	0.05	1.00*	33.35	0.54	0.15	0.10
05/01/06	27.88	2.23	2.40	1.54	0.25	0.05	1.00*	34.35	0.55	0.15	0.10
Local 1081 (Grey, Waterloo, Dufferin, Wellington)											
06/11/04	23.72	2.37	2.15	3.00	0.15	0.05	--	31.44	3%	0.15	0.10
05/01/05	24.08	2.41	2.35	3.40	0.15	0.05	--	32.44	3%	0.15	0.10
05/01/06	24.45	2.44	2.45	3.60	0.15	0.05	--	33.14	3%	0.15	0.10
Local 1081 (Brant, Norfolk)											
06/11/04	23.85	2.39	2.15	3.00	0.15	0.05	--	31.59	3%	0.15	0.10
05/01/05	24.22	2.42	2.35	3.40	0.15	0.05	--	32.59	3%	0.15	0.10
05/01/06	24.58	2.46	2.45	3.60	0.15	0.05	--	33.29	3%	0.15	0.10
Local 1089 (Sarnia)											
		8%					GRSP				
06/11/04	25.98	2.08	1.30	2.10	0.30	0.05	1.75	33.56	1.01	0.15	0.10
05/01/05	26.58	2.13	1.40	2.30	0.30	0.05	1.75	34.51	1.04	0.15	0.10
05/01/06	27.46	2.20	1.40	2.50	0.30	0.05	1.75	35.66	1.07	0.15	0.10
Note: Local 183 - Toronto & Simcoe County - The rates and conditions as contained in the Toronto Heavy Construction Heavy Association Agreement and Local 183											
Note: *GRRSP - Local's 625 & 1059 - See Master Portion - Article 25.16.											



APPENDIX 'C'

ASSOCIATION / LOCAL UNIONS & GEOGRAPHIC LOCATIONS

ASSOCIATION INFORMATION:

Ontario Precast Manufacturers' Association

117 Vogan Place
Oakville, Ontario L6L 6H2
Contact: Mr. Bill O'Riordan

Phone: (905) 827-7555
Fax: (905) 988-8814

LOCAL UNION INFORMATION & GEOGRAPHIC LOCATIONS:

LIUNA Central & Eastern Canada Regional Office

44 Hughson Street South
Hamilton, Ontario L8N 2A7
Regional Manager: Joseph Mancinelli

Phone: (905) 522-7177
Fax: (905) 522-9310

LIUNA Ontario Provincial District Council

555 Burnhamthorpe Road, Suite 700
Toronto, Ontario M9C 2Y3
Business Manager: Patrick Little

Phone: (416) 240-7254
Fax: (416) 240-7260

Universal Workers Union Local 183 - Toronto

1263 Wilson Avenue, Suite 200
North York, Ontario M3M 3G3
Business Manager: Antonio Dionisio

Phone: (416) 241-1183
Fax: (416) 241-9845

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.

Universal Workers Union Local 183 - Eastern Office

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

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



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 Regional Municipality of Durham (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 247

145 Dalton Avenue, Suite 1
Kingston, Ontario K7K 6C2
Business Manager: Victor Claro

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

Area 29 is the Counties of Lennox, Addington, Frontenac and Leeds; Area 12 is Prince Edward County and the Townships of Lake Tudor, Grimsthorpe, Marmora, Madoc, Elzevir, Rawson, Huntingdon, Hungerford, Sydney, Thurlow and Tyendinaga, in the County of Hastings, and the Townships of McClure, Wicklow, Bangor, Herschel, Monteagle, Carlow, Faraday, Dunganon, Mayo, Wollaston, Limerick and Cashel, being all of Hastings County outside Area 12.

Labourers' International Union of North America, Local 493

392 Montague Avenue
Sudbury, Ontario P3C 4G5
Business Manager: Arthur Adams

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



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, excluding the Townships of Rama, Mara, and Thorah.

Labourers' International Union of North America, Local 527

1194 Evans Avenue
Ottawa, Ontario K1H 7Z8
Business Manager: Luigi Carrozzi

Phone: (613) 521-6565
Fax: (613) 521-6580

The Regional Municipality of Ottawa-Carleton, the Counties of Grenville, Lanark, Russell, Prescott, Dundas, Stormont, Glengarry and Renfrew.

Construction and Allied Workers Local Union 607

730 Balmoral Street
Thunder Bay, Ontario P7C 5V3
Business Manager: Gino Russo

Phone: (807) 622-0607
Fax: (807) 622-0454

The Districts of: Kenora, including the Patricia portion; Rainy River; Thunder Bay; and that part of the District of Cochrane which lies north of the forty-ninth (49th) parallel of latitude and is not in Ontario Labour Relations Board Area No. 19.

Labourers' International Union of North America, Local 625

4320 Seminole Street
Windsor, Ontario N8Y 1Z7
Business Manager: Walter Dunn

Phone: (519) 944-3880
Fax: (519) 974-6029

The Counties of Essex and Kent.

Labourers' International Union of North America, Local 837

44 Hughson Street South
Hamilton, Ontario L8N 2A7
Business Manager: Manuel Bastos

Phone: (905) 529-1116
Fax: (905) 529-2723

Niagara Phone: (905) 227-1837

The Regional Municipality of Hamilton-Wentworth, that portion of the Halton Regional Municipality 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 BP and Shell Oil refineries in the Regional Municipality of Halton, and Board Area 5; namely, the Regional Municipalities of Niagara and Haldimand-Norfolk.



Labourers' International Union of North America, Local 1036

280 Bruce Street
Sault Ste. Marie, Ontario P6B 1P6
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

56 Firestone Blvd.
London, Ontario N5W 5L4
Business Manager: Jim MacKinnon

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

The Counties of Middlesex, Huron, Bruce, Perth, Oxford and Elgin, recognized as Ontario Labour Relations Board Area No. 3.

Labourers' International Union of North America, Local 1081

812 Lawrence Street
Cambridge, Ontario N3H 2N1
Business Manager: Manuel Andrade

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

The Regional Municipality of Waterloo, and the Counties of Wellington, Dufferin, Grey, Norfolk and Brant, recognized as Ontario Labour Relations Board Areas 4, 6, 7, 27 and 28.

Labourers' International Union of North America, Local 1089

1255 Confederation Street
Sarnia, Ontario N7S 4M7
Business Manager: Robert Leone

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 Local 625 - Windsor and Local 837 - Hamilton shall be:

A. There shall be no lay-off of journeymen 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 journeymen 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 his 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 and as set out in Article 21.13, 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.

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:

For all Local Unions, make cheque payable to:

The Labourers' Pension Fund of Central and Eastern Canada

and shall be remitted directly to:

The Labourers' Pension Fund of Central and Eastern Canada
P.O. Box 40, Station 'Q'
Toronto, Ontario M4T 2L7

Tri-Fund:

For all Local Unions, make cheque payable to:

The Canadian Tri-Fund

and shall be remitted directly to:

The Canadian Tri-Fund
7 Campbell Street
Moncton, New Brunswick E1C 1J1

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)	The Labourers' Multi-Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 545 Wilson Avenue Toronto, ON M3H 1V2	[Tel: (416) 635-6000] [Fax: (416) 635-6464]



Local Union:	Payable to:	Mail to:	Phone/Fax:
Local 247	The Labourers' Multi-Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 545 Wilson Avenue, Toronto, ON M3H 1V2	[Tel: (416) 635-6000] [Fax: (416) 635-6464]
Local 247 GRSP	Local 247 GRSP Fund	c/o LIUNA Local 247 145 Dalton Avenue Suite 1 Kingston, ON K7K 6C2	[Tel: (613) 542-5950] [Fax: (613) 542-2781]
Local 247-Training	Local 247 Training and Rehabilitation Fund		
Local 493 Scholarship & Welfare	Labourers' Local 493 Welfare Trust Fund	All remittances to: c/o J.J. McAteer & Associates Ltd., Employee Benefit Plan Services 45 McIntosh Drive Markham, ON L3R 8C7	[Tel: (905) 946-8655] [Fax: (905) 946-2535]
Organizing Fund	Labourers' Local 493 Organizing Fund		
Training Fund	Labourers' Local 493 Training Fund		
Local 506	Trustees of Labourers' Union Local 506 (Construction Division) Employee Benefit Trust	c/o Global Benefit Plan Consultants Inc. 545 Wilson Avenue Toronto, ON M3H 1V2	[Tel: (416) 635-6000] [Fax: (416) 635-6464]
Local 527	LIUNA Local 527 Benefit Funds	c/o LIUNA Local 527 1194 Evans Avenue Ottawa, ON K1H 7Z8	[Tel: (613) 521-6565] [Fax: (613) 521-6580]
Local 607	The Labourers' Multi-Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 545 Wilson Avenue, Toronto, ON M3H 1V2	[Tel: (416) 635-6000] [Fax: (416) 635-6464]
Local 607 - Training	Construction and Allied Workers Local Union 607 Training and Education Fund	c/o Construction and Allied Workers Local Union 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 The Bank of Nova Scotia 1 St. Clair Avenue East, Toronto, ON M4T 1Z3	[Tel: (416) 922-6106] [Fax: (416) 635-6464]
Local 625 Training	LIUNA Local 625 Training Fund	c/o LIUNA Local 625 4320 Seminole Street Windsor, ON N8Y 1Z7	[Tel: (519) 944-3880] [Fax: (519) 974-6029]
Local 625 GRRSP	Local 625 GRRSP Fund		



Local Union:	Payable to:	Mail to:	Phone/Fax:
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 St. 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	c/o Royal Bank of Canada P.O. Box 9285, Station "A" Toronto, ON M5W 3M1	
Local 1036 - Training	Labourers' Local 1036 Training Fund	c/o Labourers' Pension Fund of C & E Canada P.O. Box 40, Stn. "Q" Toronto, ON M4T 2L7	[Tel: (416) 932-1100] [Fax: (416) 932-1177]
Local 1059	The Labourers' Multi- Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 545 Wilson Avenue, Toronto, ON M3H 1V2	[Tel: (416) 635-6000] [Fax: (416) 635-6464]
Local 1059 – Training	LIUNA Local 1059 Training Trust Fund	c/o LIUNA Local 1059 56 Firestone Blvd. London, ON N5W 5L4	[Tel: (519) 455-8083] [Fax: (519) 455-0712]
Local 1059 GRRSP	Local 1059 GRRSP Fund		
Local 1081	The Labourers' Multi- Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 545 Wilson Avenue Toronto, ON M3H 1V2	[Tel: (416) 635-6000] [Fax: (416) 635-6464]
Local 1081 - Training	Labourers' Local 1081 Training Trust Fund	c/o LIUNA Local 1081 812 Lawrence Street Cambridge, ON N3H 2N1	[Tel: (519) 653-3333] [Fax: (519) 653-8086]
Local 1089	Labourers' Local 1089 (Sarnia) Benefit Trust Fund)	All remittances to:	
Local 1089 – GRSP	Labourers' Local 1089 G.R.S.P. Fund	c/o LIUNA Local 1089 1255 Confederation Street Sarnia, ON N7S 4M7	[Tel: (519) 332-1089] [Fax: (519) 332-6378]
Local 1089 - Training	The Administrator of Local 1089 Training Fund		



LETTER OF INTENT

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 the employers severally referred to as the "Employer")

- 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, 247, 493, 506, 527, 607,
625, 837, 1036, 1059, 1081, 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.