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Our File No. 25-1195

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E-FILED

Ms. Catherine Gilbert
Registrar
Ontario Labour Relations Board
505 University Avenue, 2nd Floor
Toronto, ON M5G 2P1

Dear Ms. Gilbert:

Re: Crane Rental Association of Ontario v. International Union of Operating Engineers, Local 793 - OLRB Case No. 2973-24-R

1. We are counsel to the Intervenors, Labourers' International Union of North America, Locals, 183, 493, 506, 527, 607, 625, 837, 1036, 1059 and 1089 (the "LIUNA Locals"), with respect to the above-noted matter.
2. In accordance with the Board's decision dated December 15, 2025, we provide these submissions regarding LIUNA Locals' status to intervene in the above noted proceeding.
3. LIUNA Locals request intervenor status on the basis that (1) they have a direct legal interest in this Application and (2), in the alternative, they ought to be granted *amicus curiae* status to ensure that the Board has the benefit of the submissions of an independent party that is not aligned in interest with the applicant or the responding party on crucial issues that the Board must consider in this proceeding

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that were not raised or addressed by any party, or the Board, until they were raised by LIUNA.

I. LIUNA LOCALS' HAVE A DIRECT INTEREST IN THIS APPLICATION

4. LIUNA Locals should be granted standing in this Application because it affects their direct legal interests. The Board grants intervenor status where a party demonstrates a direct legal interest in an application such that the application could affect its rights under the *Act (Ontario Formwork Association v. Formwork Council of Ontario, 2007 CanLII 52341 (ON LRB), <https://canlii.ca/t/1v1l2>* at para 10). This Application directly affects LIUNA Locals' bargaining rights with the employers on the CRAO's list of employers.
5. The employers on the CRAO's list of employers are bound by and party to the accredited collective agreement between the Formwork Council and the Ontario Formwork Association (the "Provincial Formwork Agreement"). LIUNA Locals, as constituent unions of the Formwork Council of Ontario, have bargaining rights for employees of the employers on the CRAO's list when they perform concrete forming work in the ICI sector and in the residential sector of the construction industry.
6. The Applicant and the Responding Party seek to establish a new accredited collective agreement that usurps the LIUNA Locals' bargaining rights and work

jurisdiction under the Provincial Formwork Agreement with these employers.

LIUNA Locals are party to and bound by the Provincial Formwork Agreement. To state otherwise is a clear error of fact and an error in law.

7. The CRAO has applied for a bargaining unit that covers concrete forming work and that is not limited to the IUOE craft designation. The bargaining unit description covers specific work that is claimed by both the LIUNA Locals and the IUOE under the Formwork Agreement, including but not limited to the use of concrete pumps in the construction industry.
8. The employers on the CRAO's list are parties to and bound by the Provincial Formwork Agreement, as confirmed by the bargaining rights documents produced by the CRAO. Any concrete forming construction work that falls within the applied-for bargaining unit is already covered by the Provincial Formwork Agreement. As such, the employers on the CRAO's list **must** perform any concrete forming work in the residential sector in accordance with the Provincial Formwork Agreement and the jurisdictional lines established under it.
9. The CRAO cannot rely on the employers on its list to seek accreditation. The CRAO's proposed bargaining unit explicitly excludes employers bound to accredited collective agreements binding upon the IUOE. This includes, but is not limited to, the Provincial Formwork Agreement. Since all employers on the CRAO's

list are bound to the Provincial Framework Agreement, the exclusion of the Provincial Framework Agreement from the proposed bargaining unit amounts to an exclusion of *all* employers the CRAO seeks to represent.

10. In fact, the bargaining rights documents show that the employers on the CRAO's list are parties to and bound by not only by the Provincial Framework Agreement, but also by other accredited collective agreements with the IUOE. Accordingly, the same logic would apply to construction work that is covered by those accredited collective agreements. When the employers on the CRAO's list of employees perform work covered by those accredited collective agreements, they must apply the relevant accredited collective agreements. As a result, there is ***no*** residual construction work for this Application to capture, since all contemplated work is already covered by existing IUOE-accredited collective agreements binding on the CRAO employers. Moreover, ***all*** employers on the CRAO's list are excluded from the scope of the bargaining unit, since it expressly excludes employers bound by the IUOE's accredited collective agreements.
11. Allowing this Application to proceed without granting the LIUNA Locals intervenor status would permit a determination that strips the LIUNA Locals of their bargaining rights under the Provincial Framework Agreement without ever affording them an opportunity to be heard. This offends the basic principles of natural justice. It would

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also allow the IUOE to negotiate a separate collective agreement covering concrete forming work through an accredited platform separate and apart from the Formwork Council, disrupting the historical bargaining patterns and jurisdictional lines established under the Provincial Formwork Agreement.

12. The LIUNA Locals should be granted standing because the employers represented by CRAO are required to perform concrete forming work in the residential sector of the construction industry under the Provincial Formwork Agreement. The IOUE should not be allowed to use a parallel and competing accredited agreement covering the same work to undermine the Formwork Council and the collective bargaining structure under the Provincial Formwork Agreement.
13. This would permit the IUOE to accomplish what they have sought to accomplish since the beginning of this past open period: To completely stall the operations of the Formwork Council from within, while they seek to replace the Formwork Council with new arrangements and new accredited collective agreement that cover the same work. The IUOE cannot accomplish these ill-fated goals when it is still a constituent member of the Formwork Council and a party to and bound by the Provincial Formwork Agreement.

A. This Application Seeks to Carve Out Work Already Covered by the Provincial Formwork Agreement

14. As stated above, this Application directly affects the LIUNA Locals' legal interests because it seeks to carve out work for employers already covered by the Provincial Formwork Agreement.
15. The Provincial Formwork Agreement covers *all* construction employees engaged in concrete forming construction in the ICI and residential sectors in the construction industry. It applies to *all* employers whose employees are represented by the IUOE and LIUNA Locals in the province of Ontario. Attached at **Tab A** is a current copy of the Provincial Formwork Agreement.
16. All LIUNA Locals are constituent unions of the Formwork Council of Ontario. Section 57(3) of the *Act* states as follows:

(3) A collective agreement between a certified council of trade unions and an employer is, subject to and for the purposes of this Act, binding upon each trade union that is a constituent union of such a council as if it had been made between each of such trade unions and the employer.
17. LIUNA Locals bargain individual schedules with the Ontario Formwork Association, which are incorporated into the Provincial Formwork Agreement. Each schedule applies within the each LIUNA Local's geographic jurisdiction and contains language negotiated to address how the Provincial Formwork Agreement is applied in that area (see *Tricar Developments Inc.*, 2025 CanLII 12538 (ON

LRB), <https://canlii.ca/t/k9kz8>). In fact, prior to the accreditation of the Ontario Formwork Association, several LIUNA Locals had their own formwork collective agreements that they collectively bargained with their local employer associations. These local formwork collective agreements are now part of the Provincial Formwork Agreement.

18. Accordingly, there should be no dispute that LIUNA Locals are party to and bound by the Provincial Formwork Agreement.
19. Likewise, the IUOE is a constituent member of the Formwork Council. Therefore, it is also party to and bound by the Provincial Formwork Agreement.
20. As constituent unions of the Formwork Council, the IUOE and the LIUNA Locals are barred from entering into any collective agreement that overlaps with the Provincial Formwork Agreement. Section 55 of the *Act* permits only one collective agreement to apply to a bargaining unit at a time. Section 140(1) of the *Act* also expressly prohibits the IUOE and LIUNA Locals from entering into any agreement that overlaps with the Provincial Formwork Agreement. Sections 55 and 140(1) provide as follows:

More than one collective agreement prohibited

55 There shall be only one collective agreement at a time between a trade union or council of trade unions and an employer or employers'

organization with respect to the employees in the bargaining unit defined in the collective agreement.

[...]

Individual bargaining prohibited

140 (1) No trade union or council of trade unions that has bargaining rights for employees of employers represented by an accredited employers' organization and no such employer or person acting on behalf of such employer, trade union or council of trade unions shall, so long as the accredited employers' organization continues to be entitled to represent the employers in a unit of employers, bargain with each other with respect to such employees or enter into a collective agreement designed or intended to be binding upon such employees and if any such agreement is entered into it is void.

21. If Schedule "A" of the IUOE Provincial Collective Agreement were a standalone construction collective agreement in the non-ICI sectors of the construction industry, which is denied, it would conflict with the Provincial Formwork Agreement.

22. The Provincial Formwork Agreement applies to *all* construction employees engaged in concrete forming work, *regardless* of the nature of their employer's business. Where employees perform concrete forming work, the Formwork Agreement governs that work, whether their employer is a crane rental company or not. Therefore, even if Schedule "A" of the IUOE Provincial Collective Agreement were a standalone construction collective agreement applicable in the non-ICI sectors of the construction industry, it would be invalid under sections 55 and 140 of the *Act*.

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23. Furthermore, granting this Application would allow the IUOE to enter into a different accredited collective agreement that covers concrete forming construction in the non-ICI sectors of the construction industry. The IUOE would be able to operate a parallel and rival accredited formwork agreement outside of the Provincial Formwork Agreement's bargaining structure.
24. Neither the *Act* nor the Provincial Formwork Agreement allows the IUOE to have a parallel accredited collective agreement that covers concrete forming work in non-ICI sectors of the construction industry. The Board cannot trim, or elbow aside, the scope of the Provincial Formwork Agreement – and for that matter the scope of all other accredited collective agreements binding on the IUOE – to make room for this “new” agreement, which is not a collective agreement and does not cover construction work.
25. All of the above, which are further detailed below, are direct and distinct legal interest that the LIUNA Locals seek to advance in this Application.

B. The Bargaining Unit Seeks to Carve Out Work from the Formwork Agreement

26. Granting the accreditation order in this Application would undermine the scope and application of the Provincial Formwork Agreement. It would create a parallel collective agreement binding *only* on the IUOE, outside of the Provincial Formwork Council, that applies to same concrete forming work in the non-ICI sectors of the

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construction industry. This would directly undermine the scope of the Provincial Formwork Agreement and the relevant accreditation certificate, and the bargaining rights held by the LIUNA Locals.

27. Through this Application, the CRAO and the IUOE seek the Board's approval to restrict the application of the Provincial Formwork Agreement and its accompanying accreditation certificate to only some employers. In particular, they seek to carve out "employers who operate in the manned crane and equipment rental business" from the coverage of the Provincial Formwork Agreement and its accompanying accreditation order, even when they engage in concrete forming construction.
28. What the CRAO and the IUOE seek to do through this Application is contrary to the accreditation order issued to the Ontario Formwork Association (the "OFA"). The OFA's is the accredited bargaining agency for the following bargaining unit
[See **Tab B**]:

all employers of employees engaged in concrete forming construction for whom the responding party holds bargaining rights in the Province of Ontario in the industrial, commercial and institutional sector and the residential sector of the construction industry.

[Emphasis Added]

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29. As with all other existing accreditation orders binding upon the IUOE, the OFA's accreditation certificate's scope is for "all employers" and it is **not** restricted on the basis the employer's business in relation to machinery. The Provincial Formwork Agreement covers all machinery use in concrete formwork construction by employees represented by LIUNA Locals and IUOE. This is so regardless of whether these employees are employed by employers whose business also include machine rental.
30. Section 12(3) of the *Act* ties the Formwork Council's bargaining rights to its constituent unions. It does this by treating members of the Formwork Council's constituent trade unions as members of the Formwork Council for the purposes of sections 7, 8, and 128.1:

Certification of councils of trade unions

12 [...]

Membership

(3) For the purposes of sections 7, 8 and 128.1, a person who is a member of any constituent trade union of a council shall be deemed by the Board to be a member of the council. 1995, c. 1, Sched. A, s. 12 (3); 2005, c. 15, s. 3 (2).

31. Furthermore, pursuant to section 57(3), which was quoted above, LIUNA Locals and the IUOE are party to and bound by the Provincial Formwork Agreement on their own accord, not simply as constituent members of the Formwork Council.

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Accordingly, neither the LIUNA Locals nor the IUOE could collectively bargain and/or enter into a collective agreement – other than the Provincial Formwork Agreement – that covers concrete forming construction in the construction industry. To do otherwise would be in direct violation of sections 55 and 140 of the *Act*.

32. If the LIUNA Locals and/or IUOE obtains bargaining rights for employees of an employer in the non-ICI sectors of the construction industry, that employer becomes automatically bound by the operation of the *Act* to *all* applicable accredited agreements in the relevant geographic area, which includes the Provincial Formwork Agreement (see *Beacon Lite (Ottawa) Ltd.*, 2024 CanLII 29863 (ON LRB), <https://canlii.ca/t/k3zc8> at para 64; *Multiplex Construction Canada Limited*, 2018 CanLII 124212 (ON LRB), <https://canlii.ca/t/hwrs1> at para 25). Again, this is regardless of whether those employers are also “engaged in the manned crane and equipment rental business.”
33. A similar result occurs when a trade union obtains bargaining rights through a voluntary recognition agreement. Sections 134, 136, and 137 of the *Act* state that a voluntary recognition agreement and a certificate are treated equally for the purposes of the accreditation provisions of the *Act*.

34. Furthermore, when one of the constituent members of a certified council of trade unions enters into a voluntary recognition agreement that binds an employer to an accredited collective agreement, that employer is bound to the *full* scope of the accredited collective agreement. All constituent unions of the certified council have bargaining rights under the accredited collective agreement and can enforce it against that employer, regardless of which constituent union entered into the voluntary recognition agreement (see *EllisDon Forming Ltd.*, 2024 CanLII 62518 (ON LRB), <https://canlii.ca/t/k5n6k>).
35. The employers that CRAO seeks to represent are party to and bound by the Provincial Formwork Agreement by virtue of voluntary recognition documents that they signed with the IUOE. When these employers perform concrete forming work, they **must** apply the Provincial Formwork Agreement, regardless of whether they are “engaged in the manned crane and equipment rental business.”
36. Indeed, the IUOE’s voluntary recognition agreements with at least 21 of the employers on the CRAO’s list of employers **expressly** state that these employers are party to and bound by the Provincial Formwork Agreement. These 21 employers include:
 - (a) 13463397 Canada Inc (Grue GF)
 - (b) 1910902 Ontario Inc.

- (c) 2539543 Ontario Limited o/a North Steel
- (d) 2697720 Ontario Limited
- (e) Adventure Concrete Pumping Inc.
- (f) Apex Cranes Ltd.
- (g) Arlington Crane Service Inc.
- (h) Eastman Concrete Pumping Inc.
- (i) Elite Crane Rental Inc.
- (j) Falcon Crane Ltd.
- (k) Horizon Concrete Pumping Inc.
- (l) Isdova Inc.
- (m) J. Noble Crane Services & Rentals Ltd.
- (n) JTM Cranes Ltd.
- (o) Luby's Crane Ltd.
- (p) Maag Crane Services Inc.
- (q) Pete Smith Crane Rental & Rigging Corp.
- (r) Phoenix Crane Corp.
- (s) Sarens Canada Inc.
- (t) Sky-Hi Crane Services Ltd.
- (u) TT Crane Services

37. In other words, the LIUNA Locals, as constituent unions of the Formwork Council, have bargaining rights for the employers on the CRAO's list of employers. These employers are parties to and bound by the Provincial Formwork Agreement. The

LIUNA Locals have a direct interest in ensuring that, when these employers perform concrete forming work in the non-ICI sectors of the construction industry, they do so in accordance with the Provincial Formwork Agreement and no other collective agreement. Since the CRAO is relying on these employers in this Application, the LIUNA Locals have a direct legal interest in this Application.

38. Moreover, the Board has long held that it will not accredit two agreements for overlapping work. In *Greater Toronto Sewer and Watermain Contractors Association v Labourers' International Union of North America*, 2022 CanLII 1663 (ON LRB), <https://canlii.ca/t/jlsrw>, the Board held:

21. The only remaining question is whether the bargaining relationship between the OASCA and Local 183 should be exempted from the GTSWCA's bargaining unit. The Board finds that it should not. The whole point of an accreditation order is to create a "level playing field" in the industry and eliminate anomalies that can result from "whipsawing", "leapfrogging" and other disruptive tactics. These types of construction industry labour relations problems are nothing new. They have been identified as problems requiring rectification as far back as in the Report of The Royal Commission on Labour-Management Relations in the Construction Industry which was released in March of 1962. It was authored by H. Carl Goldenberg, Q.C., who was appointed a Commissioner in June of 1961 to inquire into and report upon state of the construction industry in Ontario at that time. The same policy concerns are identified in G.W. Adams, Canadian Labour Law, *supra*, at chapter 15 and Platinum Drywall Ltd., 2002 CanLII 11754 (ON LRB) (December 5, 2002). It would be entirely inappropriate and antithetical to good labour relations to have two competing accredited collective

agreements covering exactly the same work. Therefore, the Board will not permit the OASCA the exemption it is seeking.

39. The Board's reasoning applies squarely here. Granting the accreditation order sought would create an uneven playing field. It would result in some employers applying the Provincial Formwork Agreement to their concrete forming construction work while other apply a different accredited collective agreement to the same work.
40. If the IUOE is permitted to provide employers otherwise subject to the Provincial Formwork Agreement with a different collective agreement that applies to the same work, it would create a conflict between two accredited collective agreements. The result would undermine the Formwork Council's bargaining regime with a corresponding erosion of LIUNA Locals' bargaining rights derived from that agreement.
41. Therefore, granting the Application directly affects the bargaining rights held by LIUNA Locals as constituent unions of the Formwork Council and as parties bound by the Provincial Formwork Agreement.

C. The Application Seeks to Create Bargaining Rights

42. The Board should grant the LIUNA Locals intervenor status because this Application seeks to create bargaining rights that directly compete with, and undermine, the LIUNA Locals' pre-existing bargaining rights.
43. In the context of accreditation applications, the Board notes that accreditation applications generally differ from certification applications because they involve only employers of employees for whom the respondent union already holds bargaining rights. Therefore, in the normal course, accreditation does not create bargaining rights. As the Board stated in *Ontario Formwork Association v. Formwork Council of Ontario*, 2007 CanLII 52341 (ON LRB),
<https://canlii.ca/t/1v1I2>:

10. **In order to determine whether either or both of the intervenors have standing, it is necessary to assess whether this accreditation proceeding could affect their rights under the Act or any collective agreements by which they are bound.** At the outset, it must be emphasized that an accreditation application, unlike an application for certification, involves only employers of employees for whom a trade union or a council of trade unions holds bargaining rights. A certificate of accreditation neither creates bargaining rights for that trade union or council nor diminishes the bargaining rights of any other trade union.

[Emphasis Added]

44. However, in this case, the Applicant and the IUOE seek to create bargaining rights in the non-ICI sectors of the construction industry through an accreditation order.

Specifically, this Application would create bargaining rights in the non-ICI sectors of the construction industry for the CRAO to bargain on behalf of employers who are already represented by existing accredited employer bargaining agencies and bound by existing accredited collective agreement covering all construction work at issue.

45. In addition, allowing this Application, without providing the LIUNA Locals with an opportunity to make its case, would confer new bargaining rights on the IUOE in the non-ICI sectors outside of the existing accredited agreements binding on the IUOE. It would allow the IUOE – a constituent union of the Formwork Council – to bargain a separate collective agreement for work already covered by the Provincial Formwork Agreement. This is a *prima facie* violation of sections 55 and 140 of the Act and for that reason alone, the LIUNA Locals should have standing to argue these issues before the Board.
46. The LIUNA Locals hold bargaining rights and work jurisdiction under the Provincial Formwork Agreement. When the ability of the Formwork Council to collectively bargain for certain employers is curtailed, this directly undermines the bargaining rights the LIUNA Locals hold for employees of these employers. It would effectively extinguish the application of the Provincial Formwork Agreement on employers

who are named in this Application because they would be able apply a different accredited agreement to perform the same work.

D. The Bargaining Space This Application Seeks to Carve Out Does Not Exist

47. The CRAO is seeking the be the accredited employer bargaining agency for the following bargaining unit of employers:

all employers of employees engaged in the operation of hoisting equipment, concrete pumps, placing booms, and similar equipment; the on-site repair, maintenance and servicing of all equipment identified herein; the assembly and dismantling of said equipment (and any equipment used to erect and dismantle the equipment listed above); and the work necessary to put the equipment identified within into production or preparation for removal from operations for whom the International Union of Operating Engineers, Local 793 ("Local 793") has bargaining rights and **who are engaged in the manned crane and equipment rental business** in all sectors of the construction industry, excluding the ICI sector, in the Province of Ontario, **save and except employers bound by and performing work under any of the following collective agreements:**

- 1) Schedules B, C and D of the Provincial Collective Agreement between the Operating Engineers Employer and Employee Bargaining Agencies;
- 2) The Mainline Pipeline Agreement, The Distribution Pipeline Agreement and the Pipeline Maintenance and Service Agreement for Canada, all between the Pipe Line Contractors Association of Canada and the International Brotherhood of Teamsters, International Union of Operating Engineers, Labourers International Union of North America and United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada;

- 3) The Collective Agreement between the Utility Contractors Association of Ontario and the International Union of Operating Engineers, Local 793 ("the Utilities Agreement");
- 4) The Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario ("the Formwork Agreement");
- 5) The Collective Agreement between the Toronto and Area Road Builders Association and the International Union of Operating Engineers, Local 793 ("the TARBA Agreement");
- 6) The Collective Agreement between the Greater Toronto Sewer and Watermain Contractors Association and the International Union of Operating Engineers, Local 793 ("the GTSWCA Agreement");
- 7) The Collective Agreement between the National Capital Roadbuilders Association and the International Union of Operating Engineers, Local 793 ("the NCRBA Agreement");
- 8) The Collective Agreement between the Heavy Construction Association of Windsor and the International Union of Operating Engineers, Local 793 ("the Windsor Heavy Agreement");
- 9) The Collective Agreement between the London Sewer and Watermain, Curb, Gutter and Sidewalk Contractors Association and the International Union of Operating Engineers, Local 793 ("the London Sewers and Watermains Agreement");
- 10) The Collective Agreement between the Central Southwest Ontario Heavy Civil Construction Association and the International Union of Operating Engineers, Local 793 ("the Central Southwest Agreement");
- 11) The Collective Agreement between the Electrical Power Systems Construction Association and the International Union of Operating Engineers, Local 793 ("the EPSCA Agreement"); and

12) The Collective Agreement between The Greater Hamilton & Niagara Construction Association and the International Union of Operating Engineers, Local 793 ("the GHNCA Agreement").

For clarity, "employers" is defined as only those employers who operate in the manned crane and equipment rental business.

[Emphasis Added]

48. The CRAO's applied-for bargaining unit is neither defined by a type of construction work (such as concrete forming, utilities, or road work) nor by a geographic area (such as the Grater Hamilton & Niagara). Instead, the CRAO seeks a province-wide bargaining unit defined solely by the employers' business activity, namely "employers of employees engaged in the operation of hoisting equipment," or "employers who operate in the manned crane and equipment rental business."

49. This is an attempt to carve out certain employers from previous Board accreditation orders including "all employers", on the basis of employers' business activity. At the same time, this Application seeks to create exclusive bargaining rights for the IOUE with respect to the use of certain machinery with these employers and future employers under a new accredited collective agreement.

50. This bargaining unit description necessarily rests on the following false assumptions:

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- (a) that the existing accredited certificates and accredited collective agreements binding on the IUOE only cover employers who do **not** operate in the manned crane and equipment rental business, which is false since there is no such exclusion on any of the accredited certificates or the accredited collective agreements in question; and
- (b) that there is a category of construction work in Ontario – which is not defined in any shape or form by the CRAO or the IUOE – that is performed by “employers who operate in the manned crane and equipment rental business” and that is not already covered by any of existing accredited collective agreement.

51. In other words, it appears that the CRAO has applied-for a non-existent bargaining unit description because all employers in question with employees represented by the IUOE, regardless of their business focus or activity, are already covered by the existent accredited collective agreements binding on the IUOE when they perform construction work in the non-ICI sectors of the construction industry. The IUOE, the CRAO, and/or any of these employers cannot enter into overlapping collective agreements concerning the same construction work. To do so would violate sections 55 and section 140 of the *Act*.

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52. All existing accreditation orders binding on the IUOE cover ***all employers*** engaged in a particular type of construction work, regardless of their business model. Therefore, the CRAO is seeking to become the bargaining agent of employers who are already represented by existing accredited employer associations.
53. In addition, all existing accreditation orders binding on the IUOE already cover all construction work in the non-ICI sectors of the construction industry, and, accordingly, there is no residual construction work that is “free for the taking”. Indeed, the CRAO does not specify any defined category of construction work performed by the employers it seeks to represent that is not already covered by existing accredited collective agreements.
54. The proposed bargaining unit’s exclusion of these accredited collective agreements does not leave any residual construction work to be captured by the bargaining unit description. The CRAO cannot elbow its way into the accreditation regime by manufacturing space that does not exist. All bargaining space is already occupied by other accredited agreements.
55. In light of this overlap, the CRAO’s applied-for bargaining unit is impermissible under sections 55 and 140 of the *Act*. Sections 55 and 140 of the *Act* allows only one collective agreement to apply to a bargaining unit at any given time. The IUOE and the CRAO cannot bargain a separate agreement in the non-ICI sectors of the

construction industry that overlaps with existing accredited agreements binding on the IUOE for the same work. By seeking to represent a bargaining unit already governed by existing accredited collective agreements, the CRAO's application directly contravenes sections 55 and 140 of the *Act*.

56. The LIUNA Locals are directly affected by these violations of the *Act* because the employers the CRAO seeks to represent are parties to and bound by the Provincial Formwork Agreement, as is the IUOE. The collective agreement between the CRAO and the IOUE would conflict with the Provincial Formwork Agreement and therefore it would be in violation of sections 55 and 140 of the *Act*.

E. The CRAO Has No History of Bargaining a Collective Agreement with the IUOE

57. The purported collective agreement the CRAO relies on to support the appropriateness of its bargaining unit description confirms that it has no collective bargaining history in the non-ICI sectors of the construction industry in the province of Ontario and that there is no construction work that is not covered by the existing accredited collective agreements binding on the IUOE.
58. In response to question 7 of the Form A-92, the CRAO points to its role in negotiating Schedule "A" of the IUOE Provincial Collective Agreement, which is not a collective agreement, and in any event it does not apply outside of the ICI sector. At question 7, the CRAO states as follows:

7. Provide representations as to the appropriateness of the unit described above, including the history of collective bargaining, if any, of the Applicant and the Responding Party:

The Applicant is a constituent member of the Operating Engineers Employer Bargaining Agency. The Responding Party is a member of the Operating Engineers Employee Bargaining Agency. During the triennial provincial collective bargaining negotiations that occur between the Employer Bargaining Agency and the Employee Bargaining Agency, the Applicant and the Responding Party are both engaged directly in the negotiation of Schedule "A" of the Provincial Collective Agreement, pertaining to the crane and equipment rental business in Ontario. This has been the case for many years. The last two versions of the PCA are included in the attached Document Book as Tab 2.

59. Schedule "A" of the IUOE Provincial Collective Agreement is not a standalone collective agreement, and/or a separate collective agreement outside of the ICI sector. Schedule "A" has no independent recognition provision and does not establish a bargaining unit or scope of work separate from the master section of the IUOE Provincial Collective Agreement. Indeed, Article 29 of the IUOE Provincial Collective Agreement expressly incorporates that Schedule "A" into the IUOE Provincial Collective Agreement:

ARTICLE 29 - SCHEDULES

29.1 The parties agree that Schedules "A" to "O" attached hereto are incorporated into and form part of this Collective Agreement.

60. This is further substantiated by the IUOE's voluntary recognition agreements with the employers who are subject to this Application. The IUOE bargaining rights

documents do not treat Schedule “A” of the IUOE Provincial Collective Agreement as an independent collective agreement. These documents are attached to these submissions at **Tab C**. Notably, they do not identify Schedule “A” of the IUOE Provincial Collective Agreement as a separate and distinct collective agreement.

61. As a result, the CRAO has no history of bargaining a standalone construction collective agreement with the IUOE in the non-ICI sectors of the construction industry. This is because Schedule “A” is collectively bargained as part of the provincial ICI bargaining that happens between the IUOE and the IUOE Employer Bargaining Agency in the ICI sector. In addition, there is no residual construction work in the non-ICI sectors of the construction industry that is not already covered by the existing accreditation orders binding on the IUOE, leaving no work over which the IUOE and the CRAO could collectively bargain.

F. The Exclusion of the Formwork Agreement Insufficient

62. The exclusion of the Formwork Agreement from the proposed bargaining unit does not resolve the overlap in bargaining rights with the Provincial Formwork Agreement. The same issue persists with respect to all other excluded accredited agreements.
63. The applied-for bargaining unit does not explicitly exclude concrete forming construction or any other construction work. In fact, it does not describe any

specific construction work at all. As a result, the accreditation order clearly seeks to capture concrete forming work. Furthermore, a careful review of the equipment that is listed in the proposed bargaining unit – such as concrete pumps – makes clear that the Application is meant to cover concrete forming work and seeks to create a competing collective agreement against the Provincial Formwork Agreement.

64. These issues are further compounded the fact that the IUOE's Provincial ICI Collective Agreement, including Schedule "A," is not excluded from the OFA's accreditation certificate. Nor is it excluded from any of the other IUOE accreditation certificates applicable in the non-ICI sectors of the Ontario construction industry.
65. Thus, all employers, whose employees are already represented by the IUOE in the non-ICI sectors of the construction industry, either through a certificate or a voluntary recognition agreement, are parties to and bound by the existing accreditation certificates binding on the IUOE, including the OFA accreditation certificate. In addition, for each employer that the IUOE obtains bargaining rights in the non-ICI sectors of the construction industry, they also become bound to the existing accreditation certificates by application of the Act, including the OFA accreditation certificate.

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66. In circumstances where the IUOE is the only union bound by the overlapping accreditation orders, this would create the opportunity for the IUOE to selectively apply its accredited agreements in a manner that benefits its interest. That selective application of bargaining regimes is the very mischief accreditation is designed to eliminate.
67. Specifically, granting this Application would permit the IUOE, which is also a constituent union of the Formwork Council, to offer employers that should properly perform concrete forming work under the Provincial Formwork Agreement a different IUOE accredited collective agreement. This undermines the LIUNA Locals' bargaining rights for concrete forming construction work and the work jurisdiction that LIUNA Locals have secured for their members under the Formwork Agreement. It is for this reason that the bargaining unit applied by the CRAO does not refer to the standard IUOE craft bargaining unit.
68. Accordingly, LIUNA has a direct interest in this Application and ought to be granted intervenor status.

II. THIS APPLICATION IS PART OF THE IUOE'S SCHEME TO UNDERMINE THE FORMWORK COUNCIL

69. Moreover, the Board should be mindful of the broader context in which this Application is being brought. Since as early as 2024, the IUOE has been pursuing

initiatives that affect the integrity of the Formwork Council and the continued application of the Formwork Agreement. These include:

- (a) On December 3, 2024, the IUOE and the Carpenters released a press release announcing that they have entered a “historic partnership agreement,” describing it as a “united front in advocating for workers’ rights and strengthening the representation of their members across the industry” **[Tab D]**. This agreement was entered into without the Formwork Council’s involvement.
- (b) On March 1, 2025, the Formwork Council filed an application for certification (the “Reimar Application”) against Reimar Construction Corporation c.o.b as Reimar Forming & Construction and/or Reimar Forming (“Reimar”) (OLRB File No. 2880-24-R).
- (c) On March 5, 2025, the IUOE filed an intervention asserting that it had signed a voluntary recognition agreement with Reimar binding it to the Formwork Council for the IUOE’s members.
- (d) On March 7, 2025, the IUOE, claiming to have retained a lawyer on behalf of the Formwork Council, filed a letter alleging that the Reimar Application was improperly filed by LIUNA and sought to withdraw the application. This is despite the fact that, in *EllisDon Forming Ltd.*, 2024 CanLII 62518 (ON

- 30 -

LRB), <https://canlii.ca/t/k5n6k> [*EllisDon*]. the IUOE relied on a voluntary recognition agreement LIUNA entered into on behalf of the Formwork Council to claim bargaining rights under the Formwork Agreement with EllisDon.

- (e) On March 10, 2025, the IUOE, again claiming to be acting for the Formwork Council, alleges that the IUOE's agreement with the Carpenters prevents the Formwork Council from filing any applications for certification.
- (f) On August 15, 2025, the Carpenters filed a termination application under section 66 of the *Act* (OLRB File No. 1456-25-R) alleging that a voluntary recognition LIUNA entered into as a constituent union of the Formwork Council binding Coffrage Martineau Inc. ("Coffrage Martineau") to the Formwork Agreement is invalid.
- (g) On August 29, 2025, the IUOE filed an intervention supporting the Carpenters' termination application. In particular, despite acknowledging that it is a constituent union of the Formwork Council and despite its earlier position in *EllisDon, supra*, the IUOE states that the voluntary recognition is "invalid" and that the Formwork Council "was not entitled to represent the employees in the bargaining unit at the time the VRA was entered into."

70. These initiatives form part of the broader context in which this Application arises and underscore that the issues raised herein are not innocuous, isolated, or purely technical. In assessing this Application, the Board should consider that history and the broader implications that granting the Application would have for the Formwork Council and the Formwork Agreement.

III. AMICUS CURIAE STANDING

71. In the alternative, the LIUNA Locals seek *amicus curiae* status in this Application to provide the Board with submissions on many necessary issues not raised by any other parties. These issues have far-reaching implications for the accreditation regime in the non-ICI sectors of the construction industry.

72. The Board's test for granting standing on an *amicus curiae* basis is first articulated in *Canadian Union of Shinglers & Allied Workers*, (Board File No. 0014-95-R, unreported) (which is quoted in *Ontario Hydro*, 1997 CanLII 15597 (ON LRB), <https://canlii.ca/t/fnp91>, at para 11, and repeated in *Greenberg Stores Limited*, 1997 CanLII 15536 (ON LRB), <https://canlii.ca/t/fnj7c> at para 24):

19. To support an intervention on an *amicus curiae* basis, the Board must be persuaded that the parties seeking to intervene can provide it with real and substantial input on important issues which the Board is unlikely to receive from the direct parties, and that the participation of such an intervenor will not cause undue delay or prejudice the rights of a direct party.

73. The Board has granted *amicus curiae* status to parties who could provide a unique perspective to the issues before the Board (*Jaddco Anderson Limited*, 1996 CanLII 11214 (ON LRB), <https://canlii.ca/t/fn5zm> [Jaddco]). In *Jaddco*, IBEW a grievance referral under its ICI agreement against Jaddco. Jaddco said the work was properly dealt with pursuant to the GPC project agreement. The Board granted the GPC *amicus curiae* status. It did so because the GPC administers maintenance agreements that form part of a collective bargaining system supporting the unionized construction industry. As a result, the GPC has a unique perspective on how work is characterized, and the remedy sought in that case could have significant practical consequences for the integrity of that system (para 56).
74. In addition, the Board has granted *amicus curiae* status in cases where its decision may have far-reaching implications. In *Metropolitan Toronto Apartment Builders Association*, 1978 CanLII 585 (ON LRB), <https://canlii.ca/t/25c1z>, the Board granted MCAT *amicus curiae* status in a ULP filed by Local 1 that "raises important questions relating to the legal status of what are commonly known as "sub-contracting" clauses" (para 2).
75. The Board has also granted *amicus curiae* status to ensure that all relevant issues are properly presented, especially where the direct parties are unlikely to raise

them, and that the Board has the benefit of a full evidentiary record (*Dr. Allan Liew*, 2023 CanLII 93743 (ON LRB), <https://canlii.ca/t/k0lxr> at paras 27, 38-40).

76. Here, the LIUNA Locals are the only party that has properly advanced all of the issues showing this Application runs afoul of the *Act*. The CRAO and the IUOE are aligned in interest. The Board requires the participation of a party not aligned in interest to properly advance issues concerning the broader structural and labour relations consequences of the proposed accreditation, including its interaction with the Formwork Council's bargaining structure and accreditation, and all other accreditation orders. This is especially so since these issues conflict with the CRAO and the IUOE's interests.
77. Specifically, the LIUNA Locals are uniquely positioned to address the following issues raised by this Application:
 - (a) The implications of the proposed bargaining unit for the Formwork Council's bargaining framework;
 - (b) The effect of the Application on the bargaining rights of the Formwork Council and its constituent unions;
 - (c) The practical and unavoidable overlap that arises when a bargaining unit is defined by a business characteristic (i.e., employers "engaged in the

manned crane and equipment rental business") rather than by construction work;

- (d) Whether the CRAO is the "bargaining agent" designated as the Operating Engineers' Employer Bargaining Agency in accordance with sections 151 and 157 of the *Act*;
- (e) whether there is construction work covered by the proposed bargaining unit description, given that all the construction work is covered by the excluded accredited collective agreements;
- (f) Whether Schedule "A" of the IUOE's Provincial ICI Agreement is a collective agreement;
- (g) Whether Schedule "A" of the IUOE's Provincial ICI Agreement applies in the non-ICI sectors of the construction industry;
- (h) Whether any employers allegedly bound to the Schedule "A" of the IUOE's Provincial ICI Agreement are in fact parties to and bound by the Formwork Collective Agreement and other accredited collective agreements for work this Application seeks to cover;
- (i) Whether this Application pertains to maintenance work;

- (j) Whether the applied-for bargaining unit is inappropriate and/or flawed;
- (k) Whether the exclusions in the applied-for bargaining unit resolves any inappropriateness;
- (l) Whether the proposed bargaining unit can be amended so that it becomes appropriate.

78. As with the GPC in *Jaddco* *supra*, LIUNA's unique perspective arises from its role as a constituent member of the Formwork Council and from being bound by multiple accreditation orders in the non-ICI sectors of the construction industry. The remedy sought in this Application, if granted, may have significant practical consequences for the integrity of Formwork Council and the use of provincial ICI collective agreements in order to upend the designation system in the non-ICI sectors of the construction industry.

79. In addition, the issues raised by the LIUNA Locals, as listed at paragraph 77, have not been raised by either the CRAO or the IUOE. These issues directly affect the integrity and coherence of the construction bargaining regime. However, none of the existing parties to this Application has an incentive to raise them, as doing so does not align with their interests or litigation objectives. As a result, the Board should grant the LIUNA Locals *amicus curiae* status to ensure that all relevant

issues are properly argued and presented before the Board and to ensure that the Board has the full submissions on each issue.

80. The LIUNA Locals' participation in this Application will not unduly prolong these proceedings. The LIUNA Locals do not seek to expand the scope of the Application. Their participation is limited to assisting the Board by identifying structural and legal consequences of the proposed accreditation that bear on the appropriateness of the bargaining unit, the integrity of the accreditation regime, and the stability of collective bargaining in the non-ICI sectors of the construction industry.
81. Granting *amicus curiae* standing will therefore:
 - (a) assist the Board by ensuring it has the benefit of submissions on issues that would otherwise go unaddressed, such that the Board does not have to do this of its own accord; and
 - (b) promote a complete and informed determination of the Application.
82. In these circumstances, permitting the LIUNA Locals to participate as *amicus curiae* is appropriate and consistent with the Board's mandate to ensure coherent and stable collective bargaining structures in the construction industry.

**IV. THE BOARD SHOULD NOT DETERMINE THE LIUNA LOCALS' POSITION
SUMMARILY**

83. The Board should not determine the merits of the LIUNA Locals' position on a preliminary basis.
84. All issues raised by the LIUNA Locals – such as the appropriateness of the proposed bargaining unit, whether the bargaining unit covers non-construction work, whether Schedule “A” of the IUOE’s ICI Agreement – are inherently intertwined with the question of whether this Application directly affects the LIUNA Locals’ legal interests. The Board’s finding on any of these issues would have direct consequences for the LIUNA Locals’ bargaining rights and interests under the Formwork Agreement.
85. Accordingly, the Board should not determine the issues raised by the LIUNA Locals on a preliminary basis, without the benefit of a full evidentiary record and without affording the LIUNA Locals an opportunity to make full submissions.

Sincerely,



Kristaq Lala
KL:cl/cope 343

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K. Bell
J. McKeown
M. Craig

1383-4537-3210, v. 1

TAB A

PROVINCIAL FORMWORK COLLECTIVE AGREEMENT

Between:

THE ONTARIO FORMWORK ASSOCIATION

- and -

THE FORMWORK COUNCIL OF ONTARIO

May 1, 2022 – April 30, 2025

COLLECTIVE AGREEMENT

BETWEEN:

THE ONTARIO FORMWORK ASSOCIATION

-AND-

THE FORMWORK COUNCIL OF ONTARIO

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COLLECTIVE AGREEMENT

BETWEEN:

THE ONTARIO FORMWORK ASSOCIATION

by and on behalf of its member Employers listed
in Schedule "A" attached to this Agreement
(the "Employers")

(hereinafter referred to as the "Association")

- of the First Part;

- and -

THE FORMWORK COUNCIL OF ONTARIO

(hereinafter referred to as the "Union")

- of the Second Part.

WHEREAS the Association and the Union wish to enter into a Collective Agreement with respect to all employees of the Employers engaged in concrete forming construction;

AND WHEREAS the Employers have duly vested appropriate authority in the Association to enable it to discharge their responsibilities as their bargaining agent and to enter into this Collective Agreement on their behalf;

AND WHEREAS the general purpose of this Agreement is to establish mutually satisfactory relations between the Union, the Association, the Employers and their employees to provide a means for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to its terms;

NOW THEREFORE it is agreed as follows:

ARTICLE 1 – DURATION OF AGREEMENT

1.01 This Agreement shall become effective on the 1st day of May, 2022 and shall remain in effect until the 30th day of April, 2025, and shall continue in force from year to year thereafter unless either party shall furnish the other with notice of termination or proposed revision of this Agreement within one hundred and twenty (120) days before the 30th day of April, 2025, or in a like period in any year thereafter. On receipt of such notice, the parties to this Agreement shall convene a meeting within fifteen (15) days and bargain in good faith to endeavour to reach an agreement. If no such notice is given, this Agreement shall be automatically renewed and remain in force from year to year from its expiration date.

ARTICLE 2 – RECOGNITION

2.01 The Association for and on behalf of the Employers, including Employers bound to this agreement as a result of the accreditation order of March 6, 2008, recognizes the Union as the collective bargaining agency for all construction employees.

2.02 The Union recognizes the Association as the sole and exclusive bargaining agent for all of its members listed in Schedule “A” and all employers bound to this agreement as a result of the accreditation order of March 6, 2008.

2.03 This Agreement shall apply to all employees working in the Province of Ontario, including employees working on Federal, Provincial and Municipal projects.

2.04 If and when the Employer, or any shareholder(s) holding major equity or control therein, shall perform or shall cause to be performed any work covered by this Agreement under its company, partnership, enterprise, associate, combination or joint venture, this Agreement shall be applicable to all such work performed under the name of the Employer or the name of any other person, corporation, company, partnership, enterprise, associate, combination or joint venture.

2.05 Cross-Over Clause

Should the Employer perform any work falling within the scope of the following collective agreements with or binding upon the Union then the Employer shall abide by and perform such work in accordance with the terms and conditions of the applicable collective agreement including, but without limiting the generality of the foregoing, any terms and conditions thereof with respect to contracting or subcontracting restrictions.

- (a) **“The Apartment Builders Agreement”** being a Collective Agreement between the Metropolitan Toronto Apartment Builders’ Association and the and Labourers’ International Union of North America Local 183 (“Local 183”).
- (b) **“The Bricklaying Agreement”** being a Collective Agreement between the Masonry Contractors’ Association of Toronto Inc. and Masonry Council of Unions Toronto and Vicinity, which is binding upon Local 183.
- (c) **“The Carpentry and Framing Agreement”** being a Collective Agreement between The Residential Framing Contractor’s Association of Metropolitan Toronto and Vicinity Inc. and Local 183.
- (d) **“The Concrete and Drain Agreement”** being a Collective Agreement between the Ontario Concrete and Drain Contractors’ Association and Local 183.
- (e) **“The Heavy Engineering Agreement”** being a Collective Agreement between The Heavy Construction Association of Toronto and Local 183.
- (f) **“The High Rise Trim Collective Agreement”** being a Collective Agreement between the Residential Carpentry Contractors’ Association of Greater Toronto and Local 183.
- (g) **“The House Basements Agreement”** being a Collective Agreement between The Residential Low-Rise Forming Contractors’ Association of Metropolitan Toronto and Vicinity and Local 183.

- (h) **“The House Builders Agreement”** being a Collective Agreement between the Toronto Residential Construction Labour Bureau and Local 183.
- (i) **“The Landscaping Agreement”** for the purposes of soft landscaping only being a Collective Agreement between the Landscaping Contractors in Ontario Labour Relations Board Area No. 8 and 18 and Local 183.
- (j) **“The Marble, Tile, Terrazzo & Cement Masons Agreement”** being a Collective Agreement between the Residential Tile Contractors’ Association and Local 183.
- (k) **“The Agreement Covering Building Restorations and Associated Work”** being a Collective Agreement between the Building Restorations and Associated Work Contractors in Ontario Labour Relations Board Area No. 8 and Local 183.
- (l) **“The Roads Agreement”** being a Collective Agreement between the Toronto and Area Road Builders’ Association and A Council of Trade Unions acting as the representative and agent of Local 183 and Teamsters’ Local Union 230.
- (m) **“The Sewer and Watermain Agreement”** being a Collective Agreement between the Greater Toronto Sewer and Watermain Contractors’ Association and A Council of Trade Unions acting as the representative and agent of Local 183 and Teamsters’ Local Union 230.
- (n) **“The Utilities Agreement”** being a Collective Agreement between the Utility Contractors’ Association of Ontario and Labourers’ International Union of North America, Ontario Provincial District Council and its affiliated Local Unions.

2.06 Cross Over Clause - Collective Agreement applicable to International Union of Operating Engineers, Local 793, only:

- (a) **“The Tower Crane Erectors/Dismantlers Agreement”** being a collective agreement between various independent tower crane erection, dismantling and maintenance contractors and Local 793.

ARTICLE 3 – UNION SECURITY

3.01 All employees shall, when working in a position within the bargaining unit described in Article 2.03 hereof, be required, as a condition of employment, to be a member of the Union or Local Union before commencing employment and shall be required to maintain such membership while working within the bargaining unit for the duration of this Agreement, and all work falling within the scope of this Agreement shall be performed by bargaining unit members only.

A. For International Union of Operating Engineers, Local 793

- (i) The Association agrees that whenever a member of the Association requires personnel to perform work covered by this Agreement, the member shall first call the Union office for the member's requirements.
- (ii) The Employer has the right to name hire the first crane operator. The second crane operator will be provided by the Union as outlined in the current Agreement. (Any additional crane operators will be hired in the same procedure as above.)
- (iii) All personnel hired shall be required to have a clearance card issued by the Union before they start to work unless other arrangements have been made with the Union Dispatcher. Such clearance card will not be unreasonably withheld.
- (iv) All employees working under this Agreement shall be or become members of the Union and maintain their membership in good standing or be replaced.
- (v) The employer agrees to engage only those subcontractors who are in contractual relations with the Union to perform work covered by this Agreement.
- (vi) Each employee shall, when working in a position within the bargaining unit described in Article 2 hereof, be required, as a condition of employment, to have the employee's regular monthly Union dues, any required working dues, initiation fees and annual assessment uniformly assessed, and checked off. The

Employer agrees to make such deductions from the first pay due to the employee in each calendar month and to remit same to the Union not later than the fifteenth (15th) day of the month following the month for which the remittances are due. The Employer shall, when remitting such dues, initiation fees and annual assessments, name the employees from those pay such deductions have been made, together with their social insurance number. Such deductions are to be remitted together with the contributions required under Schedule "B", Articles 7.01, 7.02 and 8.01, and as outlined in Article 16.02 of this Agreement.

- (vii) At the request of either party, a Pre-job Meeting will be convened, before work commences. Without limiting the generality of the foregoing, the Employer agrees to notify Local 793 of its intention to schedule a pre-job conference with Local 793 before the operation of any new crane on any site in order to meet on the affected site with Local 793 and the crane operator assigned to the operation of such crane to provide all necessary information, including with respect to safety issues, relevant to the operation of each new crane.

- (viii) **Lay-off Procedure**

In the event of lay-off of employees covered by this Agreement, the following procedure shall prevail, provided the remaining employees are capable of performing the work:

- (a) First laid-off shall be applicants for membership;
- (b) Second laid-off shall be members of the Union from out-of-Province working on permits or travel cards;
- (c) Third laid-off shall be members of the Union who are in receipt of a retirement pension from the I.U.O. E. Local 793 Pension Plan;
- (d) Last laid-off shall be all other members of the Union.

(ix) **Recall Procedure**

In the event of recall of employees covered by this Agreement, the Employer shall abide by the following procedure, provided the employees to be recalled are capable of performing the required work:

- (a) First recalled shall be members of the Union, except those identified in 3.01 A(ix) (b), (c), and (d) below;
- (b) Second recalled shall be members of the Union who are in receipt of a retirement pension from the I.U.O.E. Local 793 Pension Plan;
- (c) Third recalled shall be members of the Union from out-of-province working on permits or travel cards;
- (d) Last recalled shall be applicants for membership of the Union.

B. For Labourers' International Union of North America

(i) In the event that any Employer desires to employ a new employee, the new employee must present to the Employer a referral slip from the Local Union having jurisdiction over the project, prior to the employee commencing employment. It is understood and agreed that the Local Union may refuse to issue a referral slip to an employee requested by the Employer only in the event that the employee is not a member in good standing of the Union or Local Union, and subject to Article 30.

- (a) Notwithstanding clause 3.B(i), where any Employer performs work within the territorial jurisdiction of the Local Union where the Employer's primary/principal base of operations is located, the Employer shall employ only members of such Local Union.
- (b) Where an Employer is required to request a new employee from a Local Union, the Employer shall make the request of the Local Union by 4:00 p.m. unless the Local Union's schedule provides otherwise.

(ii) **Union Dues and Working Dues**

Each employee shall, when working in a position within the bargaining unit described in Article 2 above, be required as a condition of employment to have the employee's regular monthly union dues and any required working dues checked off and the Union agrees to duly inform the Employer of the amounts of such union dues and working dues and any changes in the amounts. The Union will provide the Employer with a least thirty (30) days' notice of any such changes. The Employer agrees to make such deductions from the first pay issued to the employees each calendar month and remit the same to the Union not later than the fifteenth (15th) day of the month following the month for which the remittances are due to the Secretary-Treasurer of the Union. The Employer shall, when remitting such dues, name the employees and their social insurance numbers from whose pay such deductions have been made.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union agrees that it is the exclusive function of the Employer:

- (a) to conduct the Employer's business in all respects in accordance with the Employer's commitments and responsibilities, including the right to manage the jobs, extend, curtail or cease operations, to determine the number of employees required at any or all operations, to determine the kinds and locations of machines, tools, and equipment to be used and the schedules of production, and to maintain order, discipline and efficiency;
- (b) to hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline employees provided that a claim by an employee that the employee has been discharged or otherwise disciplined without reasonable cause shall be subject to the provisions of the Grievance Procedure;

- (c) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees. It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.
- (d) the parties agree to set up a Joint Subcommittee to review and make recommendations on the development of a standard safety policy.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

5.02 An employee who has a grievance shall discuss the matter with the employee's foreman and may be accompanied by the employee's Steward or Union Representative.

5.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows. Within twenty-one (21) working days after the circumstances giving rise to the grievance occurred or originated (except in the case of a discharge grievance, which shall be presented within five (5) working days), the grievance shall be presented to the Employer in writing, and the parties shall meet to endeavour to settle the grievance. If a satisfactory settlement is not forthwith reached by the parties, then the grievance may be submitted to a committee consisting of two (2) members of the Union and two (2) members of the Association who shall meet within five (5) working days thereafter, but not later, and if a satisfactory settlement is not reached within five (5) working days from this meeting, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be submitted to arbitration as provided in Article 6 below at any time within ten (10) working days thereafter but not later.

5.04 Grievances dealing with alleged violation of hours of work, rates of pay, overtime, traveling and room and board allowances, may be brought forward within three (3) months of such alleged violation. Grievances dealing with payment of Pension contributions, Welfare contributions, Vacation with Pay, remittance of regular monthly

dues and working dues and Welfare, Pension and Training Fund Contributions, may be brought forward within forty-five (45) days after the circumstances giving rise to the grievance became known, or ought reasonably to have become known. It is further understood that such grievance shall be retroactive to the first day of the alleged violation.

5.05 The Employer agrees to pay an interest rate of twenty percent (20%) on all successful monetary grievances.

5.06 All grievances shall be in writing and shall set down particulars of the grievance including the name and location of the project, the Article of the alleged violation and the nature of the remedy sought. A copy of such grievance shall be forwarded to the Association.

ARTICLE 6 – ARBITRATION

6.01 A grievance may be referred to arbitration at any time within 30 working days of the delivery of the grievance to the other party, or within 30 working days of the meeting referred to in Article 5.03 whichever is later, by written notice of the grieving party to the other party.

6.02 In the event that the parties will be unable to agree upon an Arbitrator within ten (10) working days from the day of receiving a request to arbitrate, then the matter shall be referred to the Minister of Labour for the Province of Ontario who will be asked to appoint a person to act as an Arbitrator.

6.03 Where the parties have agreed to refer the grievance to a single arbitrator, they shall select one of the following arbitrators in rotating order: Larry Steinberg, George Surdykowski, and Michael Horan, provided that the arbitrator can schedule a hearing within 30 days of the referral of the grievance to him, failing which the parties shall canvass the availability to schedule such a hearing from the next arbitrator on this list.

6.04 Upon hearing all of the evidence and submissions of all of the parties to the arbitration hearing, the Arbitrator shall make an award in writing which shall be final and binding. Reasons shall be given in every case, but in order to avoid delay, the reasons need not be given at the time of the making of the award.

6.05 The nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated shall be set out in the written record of the grievance and not be subject to change in later steps.

6.06 Arbitrators shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

6.07 In determining the time which is allowed in the various steps, Sunday and Statutory Holidays shall be excluded, and any time limits may be extended by agreement of the parties in writing.

6.08 PAYMENT OF ARBITRATORS

Each of the parties to an arbitration proceeding under this Agreement shall jointly and equally bear the expense of the sole Arbitrator or Board of Arbitration (the "Arbitrator"), as the case may be.

(a) Both parties shall pay 50% of the Arbitrator's account, including fees, costs, disbursements and other expenses for each hearing date, conference call and/or other part of the proceedings within 30 days from the date that the account is rendered.

(b) A party that fails to pay its portion of the expense of the Arbitrator, or any part thereof, in accordance with (a) above is deemed to be in default.

(c) The Arbitrator shall have the power to make the Arbitrator's account, including fees, disbursements and other costs or expenses an Award or part of an Award, to be payable by a party in default to the non-defaulting party, in trust for the Arbitrator, and to be payable accordingly by the non-defaulting party to the Arbitrator. The defaulting party shall indemnify the non-defaulting party for any costs, legal or otherwise, associated with collecting/enforcing the defaulting party's obligation to pay its share of the Arbitrator's account, including fees, disbursements and other costs or expenses in the Award or part of the Award.

6.09 Any Arbitrator or Board of Arbitration, with the jurisdiction to interpret, apply or enforce this Collective Agreement, whether such jurisdiction is derived from the Collective Agreement and/or the Ontario *Labour Relations Act*, shall consider all relevant evidence and, with respect to such evidence, is not, and shall not, be restricted by any limitation concerning the introduction of evidence which may apply to applications under sections of the Ontario *Labour Relations Act*.

6.10 With respect to Local 183 only, the parties have agreed to an Enforcement System which is attached as Letter of Understanding No. 4 to Schedule D (I) of this Agreement.

6.11 Notwithstanding any other provision in the collective agreement, an arbitrator or arbitration board appointed pursuant to the collective agreement or sections 48, 49 or 133 of the *Labour Relations Act*, 1995 shall have the discretion to extend the timelines in the grievance procedure and/or referral to arbitration where there is reasonable justification to do so and to ensure the merits of the dispute are determined. The onus to establish reasonable justification for the extension of timelines shall be borne by the party seeking such extension.

ARTICLE 7 – MANAGEMENT AND UNION GRIEVANCES

7.01 It is understood that the Employer may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to arbitration in the same way as a grievance of any employee.

7.02 A Union grievance which is defined as an alleged violation of this Agreement involving all or a number of employees in the bargaining unit in regard to which a number of employees have signified an intention to grieve, or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward at any time in accordance with Article 5 and if it is not settled, it may be referred to an Arbitrator in the same manner as a grievance of an employee.

ARTICLE 8 – BUSINESS REPRESENTATIVE

8.01 The Business Representative of the Union shall have access to all working areas during working hours and the Employer shall assist the Union Representative to obtain a pass to the premises where necessary, but in no case shall the Representative's visits interfere with the progress of the work. When visiting a job, the Representative will first advise the superintendent or other supervisory personnel of the Employer.

8.02

(a) The Union may appoint one (1) Steward per project per shift. It is further agreed that the Union will have the right to appoint stewards who are not at the time of their appointment on the payroll of the Employer. On notification of the appointment of the Stewards, the Employer shall immediately employ the Stewards on the project.

It is further understood that the Union will use its' best efforts to appoint Stewards who are familiar with, and have worked in, this sector.

- (b) Shop Stewards are to be given a reasonable length of time, during working hours, to inspect all working areas of the project and/or projects in question, to verify safety and other working conditions that are applicable in formwork construction.
- (c) Unless otherwise agreed to by the Union, it is understood that the Steward will be shown the pay cheques at a pre-set specified time, each week, on the day on which they are to be distributed.

8.03 No discrimination shall be shown against any Shop Steward for carrying out the Steward's duties, but in no case shall the Steward's duties interfere with the progress of the Steward's work. It is agreed that a Shop Steward may be appointed at the sole discretion of the Union for each separate building of the Employer under active construction. Stewards shall be appointed by a representative of the Union, who shall notify the foreman or other supervisory personnel, at once, before the Steward can be recognized. The Shop Steward, all other things being equal, shall be one of the last two (2) employees retained on the project if competent to perform the available work remaining.

8.04 It is agreed that the Shop Steward shall not be excluded from the Steward's gang for overtime work, provided the Steward is qualified and able to do the work.

8.05 It is agreed that upon transferring employees from one project to another, the Employer shall not discriminate against any Shop Steward. The Employer has agreed to transfer the Shop Steward to other project(s) of the Employer if work is available, provided that such transfer will not cause a layoff of another employee.

ARTICLE 9 – NO STRIKES – NO LOCKOUTS

9.01 The Right to Honour Lawful Picket Lines

In view of the grievance and arbitration procedures provided in this Agreement, there shall be no strikes or lockouts so long as this Agreement continues to operate.

The employees of any Employer may refuse to cross a lawful picket line which has been placed at any project where the Employer is engaged and the Employer agrees that the refusal to cross such picket line shall not constitute an unlawful strike within the provisions of the Ontario *Labour Relations Act* or this Collective Agreement and the Employer agrees not to bring any proceedings of any kind or nature whatsoever against any person or the Council or its member Unions for such conduct. This Article shall only apply to picket lines established by the Council or any of its member Unions. The parties agree that the right to honour lawful picket lines established by the Council or its members shall not become effective until the passage of the enabling legislation in the Ontario *Labour Relations Act*.

9.02 The Employer agrees that any employee may individually decide to refuse to cross a picket line which has been placed on any project where the employee is or has been assigned to work. The Employer agrees that such individual decisions made by the employees concerned shall not constitute an unlawful strike within the provisions of the Ontario *Labour Relations Act* or this Collective Agreement and the Employer agrees not to bring any proceedings of any kind or nature whatsoever against any person or the Union for such conduct. In the event that employees individually decide to refuse to cross a picket line, then they will be assigned to such other work on such other projects as is available or will be deemed to be on temporary lay-off until either the picket line is removed or the employee(s) decide that the employee will no longer refuse to cross the picket line. This Article shall only apply to such picket lines established by the Formwork Council against any Employer which continues to perform work on the particular project(s) where the picket line has been established.

ARTICLE 10 – JURISDICTIONAL DISPUTES

10.01 When a work claim dispute arises between the Union and any other Union, person or organization, which cannot be settled to the satisfaction of all parties concerned, such dispute shall immediately be processed as a complaint to the Ontario Labour Relations Board, requesting an order from the Board as outlined in the Ontario

Labour Relations Act, and in the meantime, work will continue as assigned by the Employer until otherwise directed by the Ontario Labour Relations Board.

10.02 If a work claim dispute arises between member Unions of the Council such dispute may be referred to a third party as agreed to by the Unions in dispute, for final and binding settlement and the Employer agrees to be bound by such settlement.

ARTICLE 11 – SAFETY, SANITATION AND SHELTER

11.01 The Employer shall provide a proper and adequate place of shelter sufficiently heated, with adequate table and seating space in which the employees covered by this Agreement may eat their lunch.

As well, the Employer shall provide a proper and adequate place, securely locked, in which the employees covered by this Agreement may store their clothing and tools. It is understood and agreed that the shelter provided for eating and the place provided for storing tools must not be one and the same place. Tools must be stored in a completely separate shack.

11.02 In co-operation with the Employer's overall program of accident control and prevention, the Steward and each employee shall report to the foreman for immediate investigation any alleged unsafe conditions, unsafe acts or violation of safety regulations for correction if required.

11.03 Every employee shall, as a condition of employment, be required to wear an approved safety helmet, and the Employer agrees that such helmets may be purchased for him at cost. When the Employer makes mandatory the wearing of a specific helmet it will be released on a charge-out basis.

11.04 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 the employee's duties. No employee shall be required to work under abnormal conditions or during inclement weather unless the Employer provides him with

proper and adequate protective clothing or rainwear, as the case may be. If such clothing or rainwear is not returned to the Employer in reasonable condition, having regard to the circumstances, the said Employer may deduct from the employee's wages, the cost of the same.

11.05 The Employer shall, at the Employer's own expense, furnish to any workman injured in the employee's employment, who is in need of it, immediate conveyance and transportation to a hospital or to a physician. It is further agreed that an ambulance shall be used where necessary and possible.

11.06 An employee who is injured during working hours and is required to leave for treatment, or is sent home for such injury, shall receive payment for the remainder of the shift at the employee's regular rate of pay except where the employee received compensation from the Workplace Safety and Insurance Board.

If, at the direction of the job superintendent or foreman, another employee is required to leave the job site with the injured employee to assist him in getting medical attention, the employee shall be paid the employee's regular wages and other benefits for any lost time incurred that day.

11.07 The Union office and the Employer shall be notified immediately of an accident to an employee.

11.08 It is further agreed and understood that if trucks are used for transportation of employees coming within the bargaining unit, that only trucks of crew cab and/or van types shall be used and workmen shall not be expected to ride in the rear material box, or the van if materials are being transported in the van.

11.09 No employees, other than the watchman, shall be required to work alone.

11.10 The Employer shall provide the Employer's employees with adequate rubber gloves in the event that they are required to operate the concrete vibrator and with adequate safety boots for any employees required to operate concrete buckets.

As well, the Employer shall provide to employees pouring concrete, suitable footwear and shall replace such footwear when damaged in the normal course of work.

11.11 The parties hereto agree to establish a Safety Committee composed of three (3) members of the Union and three (3) representatives of the Association. Either party may request that a meeting of such Committee be held monthly, and Minutes of these meetings will be duly recorded.

11.12 Each Employer agrees to provide adequate insurance covering the loss, due to fire or theft, of clothing and/or tools stored in designated areas on the project. In all cases, an employee who has suffered a loss must provide a written and signed statement of the amount of the employee's loss and the employee shall be reimbursed by the Employer for the full amount of the employee's loss. In no case, however, shall the amount of an employee's loss be more than the depreciated value of the clothing and/or tools lost, as ascertained by the insurance company. It is agreed that in the event that there is a difference between the amount of an employee's loss and the amount recovered by the Employer under the insurance policy because of an insurance deductible clause under the policy, the Employer shall be responsible for paying to the employee the amount of the deductible when reimbursing an employee for the amount of the employee's loss. It is agreed that the Employer's Foreman can compile a list of the employees' tools and equipment at the commencement of employment at the job site. The Employer further agrees that the employees shall be reimbursed no later than thirty (30) days for such tools, clothing and equipment in the event of fire or theft.

11.13 Employees shall be provided with adequate protection from falling material and other hazards on the job, in accordance with the Ontario *Construction Safety Act*. Adequately heated and air-conditioned enclosures or cabs for employees operating equipment shall be provided.

11.14 Operators of hoisting equipment shall disregard signals from anyone except competent signalmen.

11.15 A permanent notation shall be affixed on all cranes, derricks, hoists and similar equipment showing the safe working loads.

11.16 The operator of any equipment shall be directly responsible for the safe operation of same, and if in doubt as to the ability of the equipment or as to the load, the operator shall not move same until safe conditions have been assured.

11.17 When work is to be performed closer than is stipulated as a safe distance to any energized electrical conductor that is capable of energizing the equipment used by the appropriate safety legislation, Act or Code, then an assurance in writing that such procedure is safe shall be obtained and signed by the person or persons controlling the system.

11.18 The Employer shall provide adequate sanitary facilities on the job site commensurate with the number of employees employed as set out in Municipal, Provincial and Federal Government Statutes and Regulations.

11.19 In the case of a climbing crane where the cab is mounted on the boom, the Employer shall obtain a letter from a professional engineer or the manufacturer stating that the operation of the crane from this position is safe. The Union shall be furnished with a copy of such letter.

Limit switches to be sealed after initial load test and set-up.

11.20 Flashlights shall be provided to employees working when necessary.

11.21 Health and Safety Representatives and Members of the Joint Health and Safety Committees.

Subject to the rights of Union or Shop Stewards in the case of layoffs as provided for in this Collective Agreement, a Health and Safety Representative and or member of a joint Health and Safety Committee shall be one of the last five (5) employees retained

on any job provided that the Steward is competent and capable of performing the remaining work.

11.22 It is agreed that the Employer will use all reasonable efforts to ensure that drinking water, paper cups, wash-up facilities, paper towels and portable flush toilets are in place on the job site prior to any employees commencing work.

11.23 With respect to Local 183 only, every employee shall be required to obtain and maintain current all health and safety certificates and training mandated by the *Occupational Health and Safety Act* for the type of work performed or as mutually agreed to by Local 183 and the Employer and provided by the Lifelong Learning Centre.

11.24 No entertainment or personal communication devices such as cell phones, Blackberries, iPods and/or similar devices shall be used during working hours, nor shall they be turned on, except during lunch break, regular work breaks, jobsite emergencies, or where prior approval is obtained from the employee's supervisor.

ARTICLE 12 – GOVERNMENT LEGISLATION

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

ARTICLE 13 – INCORPORATION OF SCHEDULES

13.01 Attached hereto and forming part of this Agreement are Schedules "A", "B", "C", "D", "E" and "F".

ARTICLE 14 – PRODUCTIVITY

14.01 The Union and the Employer recognize the mutual value of improving by all proper and reasonable means the productivity of the individual workman, and both will undertake individually and jointly to promote such increased productivity.

ARTICLE 15 – COFFEE AND LUNCH BREAKS

15.01 Coffee or work breaks will be recognized on all projects during work hours. There will be one (1) break in the first half and another in the second half of each shift. The time of these breaks will be determined by the project superintendent or job foreman, and shall be of not less than ten (10) minutes duration.

An employee shall be designated by the Employer to order and deliver coffees to the work floor area.

15.02 Regular day shift employees shall be allowed a one half-hour lunch break between 12 Noon and 1:00 p.m., except where different hours are being worked on a two or three shift operation. It is understood that no employee shall be required to work more than five (5) consecutive hours without a lunch break. It is understood that the Employer has the right to determine when employees shall take their lunch break between the above hours.

15.03 For the purpose of determining starting and quitting times for members of Local 793, the employee(s) shall be paid from the time the employee is available at the Employer's yard or job site or the designated starting time, until the employee leaves the Employer's yard or job site.

ARTICLE 16 – EMPLOYER CONTRIBUTIONS AND REMITTANCES

16.01 The Employer agrees that the Pension, Welfare, Training and Vacation Pay Contributions required to be made on behalf of the employees under this Agreement and the Schedules shall be paid to the Trust Funds designated in Schedule "F", or as designated by the Union or Local Union.

16.02

(a) All Pension, Welfare, Training and Vacation Pay contributions required to be made under this Agreement and the Schedules shall be remitted not later than

the fifteenth (15th) day of the month following the month for which contributions are made, together with such supporting information as is specified by the Trustees of the Fund.

(b) All remittances for working dues, regular monthly dues, initiation fees and assessments required to be made under this Agreement and the Schedules shall be remitted not later than the fifteenth (15th) day of the month following the month for which the remittance is due, except in the case of the remittance of regular monthly dues on behalf of members of International Union of Operating Engineers, Local 793, which shall be remitted not later than the fifteenth (15th) day of the month for which the said dues are deducted.

16.03 At no time shall any Employer pay directly to any employee any amounts required to be contributed by an Employer to a Trust Fund.

16.04 In the event that such payments are received by the Union after the said due date, the Employer shall pay liquidated damages to the Union at the rate of one percent (1%) per month or fraction thereof (being the equivalent of twelve percent (12%) per annum calculated monthly not in advance) on the gross amount overdue; and, in the event that such payments are received more than thirty (30) days after the said due date, the Employer shall pay further liquidated damages to the Union at the rate of two percent (2%) per month or fraction thereof (being the equivalent of twenty-four percent (24%) per annum calculated monthly not in advance) on the gross amount overdue computed from the thirty-first (31st) day following the due date. However, notwithstanding anything herein contained, in the event that the Employer is late in making such payments on three separate occasions, then it must pay liquidated damages to the Union on the third such occasion at the rate of two percent (2%) per month or fraction thereof (being the equivalent of twenty-four percent (24%) per annum calculated monthly not in advance) on the gross amount overdue, from the first day that the payment is not received after the said due date.

Such late payments received from the Employer will be applied first to arrears of contributions already owing.

16.05 Deemed Assignment of Compensation under the *Employment Standards Amendment Act, 1991*.

The Trustees of the employee benefit plans referred to in this Collective Agreement shall promptly notify the Union of the failure by any Employer to pay any employee benefit contributions required to be made under this Collective Agreement and which are owed under the said plans in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Regulation to the *Employment Standards Amendment Act, 1991* in relation to the Employee Wage Protection Program.

ARTICLE 17 – NO SUBCONTRACTING OUT

17.01 The Employer agrees not to contract or subcontract work falling within the scope of this Agreement in the Province of Ontario to contractors or subcontractors other than those who are in contractual relations with the Union.

The Association has also agreed to amend this Agreement if there is a need for any additional understanding reached between the Iron Workers Local 721 and the Formwork Council.

17.02 Notwithstanding Article 17.01, in O.L.R.B. Geographic Area No. 8 and Simcoe County, save and except for the Halton County portion thereof including premises of the Ford Motor Company, the Employer agrees:

- (a) to subcontract the rodwork portion of the work falling within the scope of this Agreement on projects in the industrial, commercial and institutional sector of the construction industry only to subcontractors who are in contractual relations with the International Association of Bridge, Structural and Ornamental Iron Workers,

Local 721 and agrees not to perform such work with the Employer's own employees; and

- (b) not to subcontract the rodwork portion of the work falling within the scope of this Agreement on the following types of projects to subcontractors other than those who are in contractual relations with the Union or with the International Association of Bridge, Structural and Ornamental Iron Workers, Local 721, namely:
 - (i) any project designed for ICI use and built by an owner/builder for the Employer's own benefit. For the purposes of this clause an owner/builder is a builder who owns directly or indirectly or holds a beneficial interest in the project and manages the construction of that project. It is the intention of the parties that this clause be interpreted to permit an owner/builder, as defined herein, to develop projects for the owner/builder's entrepreneurial advantage rather than to act as a general contractor and that this clause be construed accordingly;
 - (ii) light industrial building;
 - (iii) strip shopping centres or strip shopping plazas of any shape; and
 - (iv) parking structures.

17.03 For greater certainty in the application of Article 17.02 above, it is understood and agreed that the Employer shall not subcontract any work falling within the scope of this agreement, including the said rodwork portion thereof, to subcontractors other than those who are in contractual relations with the Union on the following types of projects, namely:

- (a) all types of apartment buildings;
- (b) all public housing;

- (c) residential co-operatives;
- (d) senior citizens and student residences and apartments;
- (e) nursing homes (with the exception of the type of nursing home projects which were determined by the Board to be I.C.I. in nature in the *Sword Contracting* decision), homes for the aged, rest homes, retirement homes, hostels, and other facilities which provide housing for the elderly and infirm;
- (f) the residential portions of a multi-towered single complex on a common podium which is divided vertically by lines between commercial and residential use;
- (g) a separate structure or the residential portion or portions of a multi-towered single complex as defined in paragraph (f) above, which includes space designed to be used for industrial, commercial, institutional, retail, office, hotel, educational, and/or religious purposes of not more than fifty percent of the gross floor area excluding all recreational facilities.

ARTICLE 18 – BREACH OF COLLECTIVE AGREEMENT BY EMPLOYER

18.01 In the event that the Employer fails to comply with Article 16 of this Collective Agreement, the employees may refuse to work and shall have the right to picket at any of the projects where the Employer is engaged and the Employer agrees that such refusal to work, or such picketing, shall not constitute an unlawful strike or unlawful picketing, as the case may be, within the provisions of the Ontario *Labour Relations Act* or this Collective Agreement, and the Employer agrees not to prosecute any person for such conduct.

18.02 No Employer shall undertake to complete any work at any project where the performance of such work was commenced by another contractor who failed or refused to pay any outstanding wages to or to make any outstanding employee benefit contributions on behalf of any of the Employer's employees. It is further understood and

agreed that the amount of damages to be awarded against any Employer for the breach of this provision shall be equivalent to the outstanding wages and employee benefit contributions which were not paid or made, as the case may be, by the delinquent contractor.

ARTICLE 19 – INDUSTRY GRADING AND RETRAINING

19.01 The parties hereto agree to establish an Industry Grading and Retraining Committee composed of three (3) persons from the Association and three (3) members of the Union.

19.02 The purpose of this Committee is as follows:

- (a) to formulate policies to train employees in the industry and to upgrade them;
- (b) to issue recognized identification cards noting the employee's classification and the work which the employee is entitled to perform. All Employees engaged in the industry and who are covered by this Agreement are to be classified by the said Committee.

ARTICLE 20 – REINSTATEMENT OF EMPLOYEES UPON RETURN FROM INDUSTRIAL ACCIDENT

20.01 An employee injured in the performance of the employee's duties will resume the employee's regular work when medically fit to do so if work is available and the employee applies. The job of an injured worker shall be deemed to be available if:

- (a) upon the employee's return, any work within the employee's classification on any project under this Agreement is being performed by an employee who, subsequent to the time of the injury, was hired by the Employer to perform any work within the said classification on any project covered by this Agreement; or
- (b) an employee was transferred or otherwise assigned to perform any work which the injured employee was performing at the project at which the employee was engaged at the time of the employee's injury.

An employee who claims the employee has been denied employment contrary to this provision may have recourse to the Grievance and Arbitration Procedures as set out in Articles 5 and 6 of this Agreement.

20.02 The above shall not apply if the injury is attributable solely to the willful misconduct of the employee.

ARTICLE 21 – SECURITY FOR PAYMENT OF WAGES, ETC.

21.01 The Union may at any time require any Employer bound by this Agreement to pay to the Union a sum of no less than five hundred thousand dollars (\$500,000.00) or other form of security acceptable to the Union, which sum or security is to be held by it on account of the failure of the Employer to pay to the Union or to or on behalf of any of the employees covered by this Agreement, any wages, vacation pay, Union dues, traveling expenses, contributions to the Welfare Fund, Training Fund and Pension Fund, or any other payments or financial benefits payable to the Union or to or on behalf of the said employees in accordance with the terms and conditions of this Agreement. The Union shall hold the security for payment of wages for a period of not less than two (2) years.

(a) A Committee will be set up to work out a policy on Security for Payment of Wages. This Committee will comprise of two (2) persons from the Association and one (1) person from the Operating Engineers and one (1) person from the Labourers.

21.02 Upon an Employer failing to make any of the payments referred to in Article 21.01 herein, the following procedure is to be followed:

(a) The Union shall advise the Employer in writing of such alleged failure of payment and the Union and the Employer shall forthwith attempt to resolve such dispute. If they are able to agree on the amount due, then the Employer shall make payment of the agreed amount by no later than twenty-four (24) hours after such agreement is reached;

- (b) In the event the Employer and the Union are unable to agree on the amount owing to the Union and/or to or on behalf of the employees entitled to the same as aforesaid, or in the event of an agreement of the amount due, but the Employer fails to pay the said sum as aforesaid, then the Union shall be entitled to pay out of said funds to itself and/or to or on behalf of the employees entitled to the same (including payment of any sums to any Welfare, Vacation Pay, Pension or Training Fund, or any other employee benefit fund) such amounts as may be necessary for this purpose; provided that the Union or any of the said employees or the Trustees of any employee benefit fund herein, first obtains an award order, judgement, or decision entitling any of them to payment of any particular sums.
- (c) Upon the Employer being notified in writing of the amount of any such payments out of the fund by the Union as aforesaid the Employer shall replenish the fund by payment of an amount equal to the amount so paid out, within a period of five (5) working days of receipt of such written notification. If the Employer does not replenish the fund as aforesaid, then the provisions of Article 18 in connection with the right to strike and picket shall be applicable, as well as Articles 5, 6, and 7 of this Collective Agreement.
- (d) In the event of the bankruptcy or insolvency of the Employer, the said funds held by the Union shall be deemed to have been held in trust on account of the payment of the financial benefits referred to in Article 16 herein, paid in advance for employees of the Employer who, at the date of the insolvency or bankruptcy, have performed work or services for the Employer for which the employees and/or the Union, as the case may be have not been paid any of the said financial benefits and the Union shall be entitled to pay out of the said funds to itself and/or to or on behalf of the employees of the bankrupt or insolvent Employer (including payment of any sums to any Welfare, Vacation Pay, Pension or any other employee benefit fund), such amounts as may be due to any of them.

21.03 The Union shall deposit the said funds which have been paid to it by the Employer, in a separate interest-bearing account with a chartered bank, trust company or credit union, and the interest thereon shall be added to and form part of the said fund, which is to be available to the Union, the said employees or any employee benefit fund as provided in this Agreement. It is also agreed that in replenishing the fund as provided herein, it shall only be necessary to repay the principal part of the fund.

ARTICLE 22 – DELINQUENCIES, PRODUCTION OF RECORDS AND AUDITS

22.01 Each Employer bound by this Collective Agreement agrees that, upon written demand of the Union or the Trustees of any employees benefit plan to which the Employer is required to contribute payments, it shall permit the Union or the Trustees, their representatives or anyone acting on their behalf or in accordance with their instruction to:

- (a) enter upon the Employer's premises at any reasonable time or times for the purpose of carrying out an inspection, audit or examination;
- (b) examine all documents, payrolls, records, time sheets or any other material which may be relevant to the said inspection, audit or examination;
- (c) make enquiries of the Employer or any persons employed or otherwise engaged by the Employer, which persons shall produce all documents, payrolls, records, time sheets or any other material which may be relevant to the said inspection, audit or examination in order to ensure that the Employer has been complying with the terms and conditions of this Collective Agreement, including and without limiting the generality of the foregoing, complying with its obligations to make contributions to any such employee benefit plan and to pay proper wages, vacation pay and other monetary benefits provided by this Agreement.

22.02 In the event such inspection, audit or examination reveals an Employer has failed, partially or otherwise, to carry out any of its obligations under this Collective

Agreement, the Employer shall forthwith upon written demand from the Trustees of any such employee benefit plan or the Union:

- (a) pay to the appropriate employee benefit plan, all funds which may have been determined by the said inspection, audit or examination, to be due and owing by the Employers, as well as two percent (2%) interest per month on such overdue sums;
- (b) pay to any employees, persons or the Union, as the case may be, all funds which have been determined by the said inspection, audit or examination, to be due and owing to them as well as two percent (2%) interest per month on such overdue sums;
- (c) to complete and remit any contribution report forms or other related and supporting documents which may be required by the Employer;
- (d) to pay to the Union or the Trustees, as the case may be, costs incurred by them in connection with or arising out of the said inspection, audit or examination, which costs shall not exceed two percent (2%) of the amount owing.

ARTICLE 23 – NO MERGER

23.01 It is agreed that, notwithstanding the entering into of this Agreement, all monetary obligations of the Employers under the preceding Collective Agreement shall be deemed not be merged in this Agreement, and the Union may pursue a grievance and arbitration or otherwise on any such monetary claims. The Employers shall be stopped from raising any such objections in any proceeding which may be brought by the Union for this purpose.

ARTICLE 24 – TECHNOLOGICAL CHANGE

24.01 In the event that during the term of this Collective Agreement industry development or practice results in a requirement for classifications within the jurisdiction

of the Union not provided for herein, the Employer and the Union shall meet within fifteen (15) days' notice of either upon the other and commence negotiations, the sole and restricted purpose of which shall be to establish such classifications and the wage rates applicable thereto; it is further agreed that unless the parties reach agreement on the aforesaid within fifteen (15) days of such meeting, the matter in dispute shall then be submitted and resolved in accordance with the Grievance and Arbitration clauses set forth in this Agreement.

ARTICLE 25 – HOURS OF WORK AND OVERTIME

This Article does not apply to employees to whom Schedules “B”, “D”, and “E”, Appendix 9 apply. It is further understood that Local Union Schedules may contain variations from the following hours of work.

25.01 The hours of work of employees shall be eight (8) hours per day, Monday to Friday inclusive, and shall be worked between the hours of 7:00 a.m. and 6:00 p.m. Working hours outside the scope of these times may be changed only by mutual consent of the Employer and the Union.

25.02 All work performed in excess of eight (8) hours per day shall be paid for at one and one-half (1½) times the employee's regular hourly rate.

25.03

- (a) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked prior to 7:00 o'clock in the morning or after 6:00 p.m. in the evening in any day, notwithstanding that the employee has not already completed a full day's work.
- (b) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked on Saturday and two (2) times the regular straight time hourly rate shall be paid for hours worked on a Sunday and on holidays save and except for shift work.

25.04 In the event an Employer fails to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, as liquidated damages, a sum equal to ten percent (10%) of the amount which the Employer has failed to pay on account of overtime.

ARTICLE 26 – REPORTING ALLOWANCE

26.01 An employee, other than an employee to whom Schedule “B” applies, who reports for work at the Employer’s job site, unless directed not to report the previous day by the employee's Employer, and for whom no work is available for any reason, shall receive a minimum of one (1) hour reporting pay and shall remain for one (1) hour at the site if requested to do so by the foreman. In the event the employee commences work and such work ceases for any reason, then the employee shall be paid for three (3) hours at the employee's normal hourly rate. However, in the event that an employee reports for work and is unable to work due to inclement weather, the employee shall not be required to work and shall be paid one (1) hour's reporting time. However, in such circumstances it is understood that the employee will remain on the project if requested by the foreman and it is agreed that common sense shall prevail. Notwithstanding the foregoing, when work starts more than one (1) hour after the normal starting time and the employee completes the employee's full shift on that day, such employee shall be paid from the normal starting time.

(Clarification) In the event that the employee is requested to remain on the project beyond the one (1) hour reporting time, the employee shall receive three (3) hours' pay at the employee's normal hourly rate. It is understood that in the event that the employee commences work during this three (3) hour period the employee shall receive a minimum of three (3) hours pay at the employee's normal hourly rate.)

ARTICLE 27 – RECALL FROM LAYOFF

27.01 Any employees within the bargaining unit who have worked for an Employer on a project for ten (10) working days or more must be recalled before new employees are hired on the same project provided that, at the time of recall, the said employee is not

working for another Employer and has not worked since the time of layoff and provided that they are capable of performing the available work.

ARTICLE 28 – PAYMENT OF WAGES

28.01 The payment of wages of employees, other than employees to whom Schedule “B” applies, shall be upon the following basis:

- (a) Employees shall be paid wages by cheque, cash, or electronic payment on Thursday of each week together with a slip setting forth their rates of wages, hours worked, overtime hours, deductions for income tax, unemployment insurance, pensions, etc., where applicable.
- (b) In case of layoff, an employee shall receive two (2) hours notice or two (2) hours pay in lieu thereof in advance of the layoff.
- (c) When Employment Insurance Separation Certificate and Ontario Hospital Insurance Plan Form 104 and pay cheques and Vacation Pay Form 104M are not given to the employees at the time of termination, they shall be sent by the Employer affected, to the employee by registered mail to the employee's last known address on file with the Employer, within three (3) working days of the time of termination.

28.02 While any member of the Union or Local Union is working outside the territorial jurisdiction of the member's own Local Union, the member shall be paid in accordance either, with the terms and conditions of the member's own Local Union or the applicable Schedule and/or Appendix covering the territory in which the member is working whichever is greater.

ARTICLE 29 – STATUTORY HOLIDAYS

29.01 The following days are recognized by the Employer as Statutory Holidays for employees, other than employees to whom Schedule “B” applies:

| | | | |
|--|-------------|---|---------------|
| New Year's Day | Good Friday | Victoria Day | Canada Day |
| Civic Holiday | Labour Day | Thanksgiving Day | Christmas Day |
| Boxing Day | Family Day | National Day for Truth and Reconciliation | |
| Any other holiday proclaimed by the Provincial or Federal Government | | | |

29.02 Where any of the foregoing holidays fall on a Saturday or Sunday, the following Monday, or a day mutually agreed upon by the Council and the Association, shall be recognized as the holiday.

ARTICLE 30 – PRE-JOB CONFERENCE

30.01 In the event that the Employer obtains work within the territorial jurisdiction of a Local Union other than the Local Union where the Employer's base of operations is located, the Employer shall provide the Local Union having jurisdiction over such work with ten (10) days notice of the commencement of such work.

The parties agree to call and hold a Pre-Job Conference at such locations as mutually agreed. Failing an agreement between the parties it is understood and agreed that such Pre-Job Conference shall be held at the Ontario Formwork Association offices. It is further agreed and understood that the Minutes of the Pre-Job Conference shall be signed and distributed to all parties in attendance.

It is agreed and understood that there shall be a Pre-Job Conference held to discuss such matters as to the mobility of key persons, and the duration of the project. It is agreed and understood that a request for mobility of key persons shall not be unreasonably denied.

ARTICLE 31 – SHIFT PREMIUM

31.01 The Employer agrees to pay a premium rate to employees other than employees to whom Schedule “B” applies, for any work performed on a second or third shift on the following basis:

(a) **Second Shift**

A premium shall be paid of \$0.75 per hour for each hour worked by each employee in excess of the employee’s regular straight time hourly rate of pay for any hours worked during a period of eight hours on a second shift which may commence at any time from 12:00 noon until 5:00 p.m.

(b) **Third Shift**

A premium shall be paid of \$0.85 per hour for each hour worked by each employee in excess of the employee’s regular straight time hourly rate of pay for any hours worked during a period of eight hours on a third shift which may commence at any time from 5:00 p.m.; provided that no shift shall commence after 12:00 midnight.

ARTICLE 32 – HAZARDOUS PAY

32.01 It is understood and agreed that each employee, other than an employee to whom Schedule “B” applies, shall receive, in addition to the employee’s regular hourly rate of pay, a minimum of \$0.25 per hour for each hour that the employee is engaged in the swingstage scaffold operation.

ARTICLE 33 – MULTIPLE RATES

33.01 If an employee, other than an employee to whom Schedule “B” applies, works more than fifty percent (50%) of the employee’s shift on a higher-rated job than the employee’s regular classification, the employee will be paid the higher rate for the whole shift.

ARTICLE 34 – INDUSTRY FUND

34.01

- (a) The Employers agree to contribute thirteen cents (\$0.13) per hour for each hour worked by all employees covered by this Agreement to the Industry Fund.
- (b) The Employers agree to contribute five cents (\$0.05) per hour for each hour worked by all employees covered by this Agreement towards an Industry Liaison Fund.

34.02

- (a) The Employers agree to remit the contribution required under Article 34.01 to the Union (or, where applicable, to any one of the Local Unions to which Schedule "F" applies) not later than the fifteenth (15th) day of the month following the month for which the contribution is due.
- (b) It is agreed that Employers shall use the Welfare Contribution Form (or such other form as is specified by the Union or any one of the Local Unions to which Schedule "E" applies) for the calculation and remittance of the Industry Fund contribution.
- (c) The Union or its Administrator will provide monthly reports to the Association outlining the name of the Employer, the hours worked and the amount paid. In the event no such contributions are received, the Union shall forward a "Nil" report to the Association.
- (d) The Union agrees to use its grievance procedures to collect Industry Fund contributions, where applicable, for work performed under this Schedule.

34.03 The Union agrees that these sums, which represent each Employer's contribution to the cost of negotiating and administering this Agreement, shall be forwarded to the Association on a monthly basis.

34.04 The Association agrees to notify the Union of any changes in the Industry Fund.

ARTICLE 35 – MAINTENANCE OF CONDITIONS

35.01 The Union shall advise the Ontario Formwork Association in writing within thirty days of the signing of an agreement with any new contractors that are party to this Agreement.

ARTICLE 36 – ENABLING CLAUSE

36.01 Where a particular clause, article or provision contained within Local Union Schedule and not within the Master Portion of this Agreement works a hardship on a specific geographic area within the jurisdiction of the Local Union, the Council in consultation and agreement with the Local Union may reach a Memorandum of Local Exemption or Amendment, in writing, with the Association, to exempt or amend the particular clause, article or provision of the Local Union Schedule for the geographic area within the jurisdiction of the Local Union specified in the Memorandum of Local Exemption of Amendment.

36.02 The Council shall have exclusive discretion, to determine whether in fact a particular clause, article or provision contained within its Local Union Schedule works a hardship on a specific geographic area within the jurisdiction of the Local Union.

36.03 Any such Memorandum of Local Exemption or Amendment, when adopted and endorsed by the designated parties to this Agreement, shall amend the specific clauses, articles or provisions of the applicable Local Union Schedule as necessary from time to time. Any such Memorandum of Local Exemption or Amendment shall expire in accordance with its terms or on the expiry date of this Agreement, whichever occurs first, at which time the operative provisions of the Local Union Schedule shall be as originally agreed in between the parties in accordance with the *Labour Relations Act*.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo

Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE



Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

DATE

Dino Drigo

Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE

Derek Melo

Derek Melo (Jan 27, 2023 14:01 EST)

DEREK MELO

01/27/2023

DATE

ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO



Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

01/26/2023

DATE



Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

01/27/2023

DATE



Derek Melo (Jan 27, 2023 14:01 EST)

DEREK MELO

01/27/2023

DATE



Brandon Mackinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

DATE



MIKE GALLAGHER

Jan 30/2023

DATE



Dave Purple (Jan 26, 2023 20:15 EST)

DAVE PURPLE

Jan 26, 2023

DATE



Virgil Nose (Jan 26, 2023 18:47 EST)

VIRGIL NOSE

01/26/2023

DATE

LETTER OF UNDERSTANDING NO. 1

SAFETY POLICY

Union and Management agree to meet quarterly for the purpose of discussing and lobbying the government on the implementation of a safety policy which will be applicable to this sector.

The Parties further agree that this Letter forms part of this Agreement.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo

Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE



Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

DATE

Dino Drigo

Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE

ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO



Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

01/26/2023

DATE



Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

01/27/2023

DATE



Derek Melo (Jan 27, 2023 14:01 EST)

DEREK MELO

01/27/2023

DATE



Brandon MacKinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

DATE



MIKE GALLAGHER

Jan 30, 2023

DATE

 [Dave Turple \(Jan 26, 2023 20:15 EST\)](#)

DAVE TURPLE

Jan 26, 2023

DATE

 [Virgil Nose \(Jan 26, 2023 18:47 EST\)](#)

VIRGIL NOSE

01/26/2023

DATE

LETTER OF UNDERSTANDING NO. 2

Union and Management will attempt, through a Committee, to define the work to be performed under this Collective Agreement.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo

Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE



Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

DATE

Dino Drigo

Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE

ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO



Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

01/26/2023

DATE



Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

01/27/2023

DATE



Derek Melo (Jan 27, 2023 14:01 EST)

DEREK MELO

01/27/2023

DATE



Brandon Mackinnon (Jan 27, 2023 08:05 EST)

01/27/2023

DATE



MIKE GALLAGHER

Jan 30, 2023

DATE



DAVE TURPLE

01/26/2023

DATE



VIRGIL NOSÉ

01/26/2023

DATE

LETTER OF UNDERSTANDING NO. 3

BUILDERS WORK

In the high-rise and low-rise residential sectors of the construction industry, the Employer will not contract and/or subcontract with any builders, owners, developers, construction managers and/or any other individuals, companies, partnerships or legal entities, to perform work which has traditionally been performed by the direct employees of builders, owners and/or developers, without the prior written consent of the Union.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo

Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE



Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

DATE

Dino Drigo

Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE

ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO



Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

01/26/2023

DATE



Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

01/27/2023

DATE



Derek Melo (Jan 27, 2023 14:01 EST)

DEREK MELO

01/27/2023

DATE



Brandon Mackinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

DATE



MIKE GALLAGHER

Jan 30, 2023

DATE



[Dave Turple \(Jan 26, 2023 20:15 EST\)](#)

DAVE TURPLE

01/26/2023

DATE



[Virgil Nose \(Jan 26, 2023 18:47 EST\)](#)

VIRGIL NOSE

01/26/2023

DATE

LETTER OF UNDERSTANDING NO. 4

NEW OR EXISTING ENTITIES

The Employer hereby confirms that it is not carrying on associated or related activities or businesses by or through more than one corporation, individual, firm, syndicate, or other entity or association or any combination thereof under common control or direction that is not signatory to this Collective Agreement, save and except that the Union recognizes that this undertaking is not given with respect to construction in the I.C.I. sector of the construction industry if such corporations or other entities are bound to valid Provincial I.C.I. collective agreements. Save and except for the exception with respect to valid collective agreements for the I.C.I. sector of the construction industry only, for the purposes of this Article, "activities" include all activities covered by this Collective Agreement.

The Parties further agree that all provisions of sections 1(4) and 69 of the Ontario *Labour Relations Act* (as they exist on the date of signing) are hereby incorporated into and form part of this Collective Agreement, with such modifications as are necessary for an Arbitrator with jurisdiction arising out of this Collective Agreement and/or the Expedited Arbitration System and/or the *Ontario Labour Relations Act*, to have all of the powers that the Board would otherwise have under the provisions of the Act.

The Parties agree that this Letter of Understanding forms part of the Collective Agreement and may be enforced as such.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo
Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE


Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01 /28/23

DATE

ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO

Jack Oliveira
Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

01/26/2023

DATE


Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

01/27/2023

DATE

Dino Drigo

Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE

Derek Melo

Derek Melo (Jan 27, 2023 14:01 EST)

DEREK MELO

0/27/2023

DATE

Brandon Mackinnon

Brandon Mackinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

DATE



MIKE GALLAGHER

Jan 30, 2023

DATE

Dave Turple

Dave Turple (Jan 26, 2023 20:15 EST)

DAVE TURPLE

Jan 26, 2023

DATE

Virgil Nosé

Virgil Nosé (Jan 26, 2023 18:47 EST)

VIRGIL NOSÉ

01/26/2023

DATE

LETTER OF UNDERSTANDING NO. 5

BETWEEN:

The Ontario Formwork Association

(the "Association")

- and -

Labourers' International Union of North America, Local 183

RE: SUPPLY OF LABOUR TO BUILDERS, ET AL

In the high-rise residential sector of the construction industry, the Employer will not contract, subcontract and/or enter into any other arrangement with any builders, owners, developers, construction managers and/or any other individuals, companies, partnerships of legal entities, to supply to any of them any employees of the Employer to perform work which has traditionally been performed by the direct employees of builders, owners and/or developers.

For purposes of clarity and without restricting the generality of the foregoing, the Employer shall not contract, subcontract and/or enter into any other arrangement for the supply of any of the employees of the Employer to perform any of the following work:

- Application of any architectural finishes including any parging, textured spray coatings;
- Sandblasting or bush hammering;
- Curing and/or sealing of concrete;
- Maintenance of inclement weather protection;
- Ice removal;
- Overhead protection, hoarding and other safety protection for other trades, pedestrians and roadways;
- De-watering and hand excavating;
- Installation of any water proofing and damp proof membranes;
- Preparation of stone base;
- The installation of safety barricades around areas where formwork had been completed and stripped;
- The installation of drainage system (eg. Miradrian, Bentonite, etc);
- The installation of any self-levelling material to any floor;
- Complete any work associated with man and material hoist;
- The handling and/or set-up of propane or natural gas heaters; and

It is agreed that this Letter of Understanding supersedes the current Letter of Understanding No. 3 builders work, and shall govern all work within the jurisdictional scope of LIUNA Local 183 and covered by the LIUNA, Local 183 scheduled.

This amendment shall be effective as of February 1st, 2013

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo

Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE



Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

DATE

Dino Drigo

Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE



Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE



Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE



Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE



Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO



Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

01/26/2023

DATE



Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

01/27/2023

DATE



Derek Melo (Jan 27, 2023 14:01 EST)

DEREK MELO

0/27/2023

DATE



Brandon Mackinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

DATE



MIKE GALLAGHER

Jan 30, 2023

DATE



DAVE TURPLE

Jan 26 2023

DATE



Virgil Nosè (Jan 26, 2023 18:47 EST)

VIRGIL NOSÈ

01/26/2023

DATE

LETTER OF UNDERSTANDING NO. 6

SUBSTANCE ABUSE

The Association and Council agree to meet for the purpose of discussing issues of substance abuse, recovery, and treatment.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo

Tony DiNardo (Feb 8, 2023 10:46 EST)

TONY DINARDO

08-Feb-2023

DATE



Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

DATE

Dino Drigo

Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE

ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO



Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

01/26/2023

DATE



Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

01/27/2023

DATE



Derek Melo (Jan 27, 2023 14:01 EST)

DEREK MELO

01/27/2023

DATE



Brandon Mackinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

DATE



MIKE GALLAGHER

Jan 30, 2023

DATE

 [Dave Turple \(Jan 26, 2023 20:15 EST\)](#)

DAVE TURPLE

Jan 26 2023

DATE

 [Virgil Nosè \(Jan 26, 2023 18:47 EST\)](#)

VIRGIL NOSÈ

01/26/2023

DATE

LETTER OF UNDERSTANDING NO. 7

APPRENTICESHIP

The Association and Local 183 agree to meet along with the Local 183 Training Centre administrator for the purpose of discussing the implementation of an Apprenticeship Program for formwork.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo
Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE


Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

DATE

Dino Drigo
Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE

ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO


Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

01/26/2023

DATE


Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

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01/27/2023

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Brandon Mackinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

DATE



MIKE GALLAGHER

Jan 30, 2023

DATE

 [Dave Turple \(Jan 26, 2023 20:15 EST\)](#)

DAVE TURPLE

Jan 26 2023

DATE

 [Virgil Nose \(Jan 26, 2023 18:47 EST\)](#)

VIRGIL NOSE

01/26/2023

DATE

SCHEDULE “A”

ACTIVE MEMBERS OF THE ONTARIO FORMWORK ASSOCIATION

Advance Forming

Avenue Building Corporation

Brant Concrete Structures
Canform Structures
Allnue Structures
Associated Structures Inc.
Aviance Forming Ltd.
King Rebar
Vuemont Structures

C.I.P. Group

1171856 Ontario Limited
C.I.P. Structures
Edvac Contracting Ltd.
Fly-Form Inc.
Hardcastle Structures Ltd.

Delform Construction Ltd.

1154019 Ontario
1382410 Ontario Limited
Delgant Construction
Furcap Construction Ltd.
Rustic Concrete Forming Inc.

Dominion Structures Inc./ Dominion Group Inc./ Dominion Forming Inc.

High-View Forming (2005) Inc.
High-View Structures (2007) Inc.
Highview Park Inc.
Star West Plaster & Cement

Hardwall Construction (A Div. of 878354 Ontario Limited)

1068132 Ontario
Bloorington Inc.

Hardcastle Structures Ltd.

High-View Forming (1995) Inc.

High-View Structures Inc.
Highview Park Inc.

Italform Group

High-Rise Forming Ltd.
Italform Limited
Italform Structures
Maple Form Construction
Sabmar Rebar Limited

J.M.S Forming Ltd.

Kamet Enterprises Ltd.

1210703 Ontario Ltd.
1271148 Ontario Inc.
1328558 Ontario Inc.
2122370 Ontario Inc.
Arla Forming Ltd.
Force Forming Ltd.
Form-All Structures
Manned Equipment Ltd.
Mega Forming
Mill Management Services Inc.
Oront Forming Limited
Poles Construction Services Ltd.
Premform Construction Ltd.
Premform Group Inc.
Premform Ltd.
Premform Structures Ltd.
Premform 2000 Inc.
Vincat
David G. Wright Services Ltd.

Paramount Structure Ltd.

Resform Construction Ltd. /
1378837 Ontario Inc.

Summit Forming Ltd.

The Straw Construction Group Limited

Applewood Forming Inc.
2432453 Ontario Limited
2432712 Ontario Limited

Verdi / Alliance Group

Alphs Forming Ltd.
A-Square Forming Ltd.
D & R Concrete Forming Ltd.
Preformance Inc.
Rili Bros. Ltd.
Rino Forming Ltd.
Verdi Forming Ltd.
Verdi Investments
Verdi Structures
Veroco Forming

TF Construction Ltd.

Boltonway Forming Inc.
Cast-Con Group Inc.
Diafonte Construction Ltd.
Freeport Concrete Forming
Parkburn Construction Ltd.
Rockton Contractors Inc.
T.F. Contracting Inc.
T.F. Forming Incorporated
T.F. Structures Group Inc.
Two-Way Forming

Yukon Construction

Yukon Cor Corporation

LIST OF FORMING CONTRACTORS BOUND BY THE COLLECTIVE AGREEMENT

| Company Name | Long Name | Address | Address 2 | City | Phone | Fax | Contact Name |
|--|--|-------------------|-----------------------|---------|--------------|--------------|-------------------------------------|
| 2465743 Ontario Inc. o/a Form X Inc. | | | | | | | |
| 2495590 Ontario Limited | | | | | | | |
| Advance Forming Inc. | | | | | | | |
| Amor Forming | | | | | | | |
| Caledon Structures Inc. | | 50 Nixon Road | | Bolton | 905-591-9990 | | |
| Camino Construction 2016 Inc. | | | | | | | |
| Consolidated 2000 Inc. | 1210704 Ontario Ltd/ 1271147 Ontario Inc./ 1507555 Ontario Limited/ Consolidated Concrete Forming Ltd. | | | | | | |
| Dakota Forming Inc. | 1330049 Ontario Inc./ Delta Forming Inc./ Valle Structures | | | | | | |
| Delgant Construction Limited/ Deiform Construction Ltd. / 1154019 Ontario Limited/ 1382410 Ontario Limited/ Furcap Construction Ltd./ Rustic Concrete Forming Inc. | Delgant Cement/ Dell Core Equipment Ltd./ Domroc Forming Inc. | 7 Marconi Court | 2 nd Floor | Bolton | 905-857-7858 | 905-857-7801 | Carlo Del Donne, Michael Dell Donne |
| DNF Structures Ltd. | | | | | | | |
| Dominion Structures Inc./ Dominion Group Inc./ Dominion Forming Inc. | High-View Forming (2005) Inc./ High-View Structures (2007) Inc./ Armor Forming/ Highview Park Inc./ Star West Plaster & Cement | 71 Strada Drive | Unit 16 | Vaughan | 905-851-5877 | 905-851-3569 | Marco Saverino, Domenic Saverino |
| Felmar Construction Ltd. | Dilmar Structural Ltd./ Marfram Construction Ltd./ Tandex Construction/ Target Structures Inc./ Titan Group | | | | | | |
| Formacon Construction (A Division of 1428508 Ontario Ltd.) | Forma Finishing (A Division of 2002960 Ontario Limited) | 407 Basaltic Road | | Concord | 905-303-8010 | 905-303-8013 | John Anquino |
| Formbuild Group | | | | | | | |
| Hardwall Construction (A Division of 878354 Ontario Limited)/ 1068132 Ontario Ltd./ Bloorington Inc. | Hardwall Construction (2005) Ltd/ 1611570 Ontario Ltd./ Alpine Forming Co. Ltd. | 4 Wheeler Drive | | Bolton | 905-951-3676 | 905-951-1180 | Ernest Drigo, Dino Drigo |
| Highline Forming Ltd. | | | | | | | |
| Ironstone Forming Ltd. | | | | | | | |
| Italform Group/ Italform Limited/ High-Rise Forming Ltd. / Italform Structures/ Sabmar Rebar Limited/ Maple Form Construction | | 3 Simpson Road | | Bolton | 905-857-8579 | 905-857-9178 | Sandro Cirone, Italo Cirone |
| Maurice's Masonry And Forming | | | | | | | |
| Maple Leaf Structural Limited/ Structform International Limited/ Structural Group Forming Limited | | P.O. Box 275 | | Gormely | 416-291-7576 | 416-291-4868 | Edward Ziraldo, Adam Lecce |
| MCF Highrise Forming Inc. | | | | | | | |

| Company Name | Long Name | Address | Address 2 | City | Phone | Fax | Contact Name |
|--|--|-----------------------|-----------|-----------|--------------|--------------|----------------------------------|
| Meridion Group Inc./ Meridion Holding Corp./ Meridion Highrise Ltd./ 2437156 Ontario Inc./ C.I.P. Group | 1171856 Ontario Limited/ C.I.P. Structures/ Edvac Contracting Ltd./ Fly-Form Structures/Hardcastle Structures Ltd./ 2222455 Ontario Ltd./ Inc. | 5 Mansewood Court | | Acton | 905-864-1400 | 905-864-9094 | Dominic Mungo |
| Paramount Structures Ltd. | | 46 Nixon Road | | Bolton | 905-951-7528 | 905-951-3617 | Mario Sena |
| Plycon Forming Ltd. | | | | | | | |
| PMM Construction Ltd. | | | | | | | |
| Premform Ltd./ 2470898 Ontario Inc. | Premform Group Inc./ Premform Structures Ltd./ Premform Construction Ltd./ Premform 2000 Inc./ Syntellicore Management Co./ 328558 Ontario Inc./ 1210703 Ontario Ltd./ 1271148 Ontario Inc./ 2122370 Ontario Inc./ 2227634 Ontario Inc./ 1328558 Ontario Inc./ Ara Forming Ltd./ Force Forming Ltd./ David G. Wright Services Ltd./ Form-All Structures/ Karnett Enterprises Ltd./ Manned Equipment Ltd./ Mega Forming/ Mill Management Services Inc./ Oront Forming Limited/ Poles Construction Services Ltd./ Vincat | 63 Progress Court | Unit 3 | Brampton | 905-458-7650 | 905-458-7721 | Domenic Saverino, Vito Blanchini |
| Resform Construction Ltd./ 1378837 Ontario Inc. | | 3761 Highway 89 | R.R. 1 | Cookstown | 705-458-0600 | 705-458-1641 | Sandro Brocca, Alex Delulis |
| Sutton Forming Inc. | | | | | | | |
| T.F. Group (Forming) Inc./ T.F. Structures Group Inc./ T.F. Construction/ T. F. Contracting Inc./ T.F. Forming Inc./ T&F Equipment Rental Limited/ New Town Forming Inc./ Wheeler Forming Inc. | TF Steel Placing Inc./ Castle Forming Inc./ Boltonway Forming Inc./ Diafonte Construction Ltd./ Freeport Concrete Forming/ MTA Contracting Inc./ Parkburn Construction Ltd./ Riverton Forming Inc./ Rockton Contractors Inc./ Two-Way Forming/ Cast-Con Group Inc. | 13576 Coleraine Drive | | Bolton | 905-533-1120 | 905-533-1140 | Antonion Fontana |

| Company Name | Address | Address 2 | City | Phone | Fax | Contact Name |
|--|-----------------------------|-----------|---------------|--------------|--------------|---|
| 1046526 Ontario Inc./ Diamonte Developments Inc./ Teager Ventures Inc. | 100 Davenport Road | | Toronto | 416-741-7207 | 416-741-7201 | Julie Di Lorenzo |
| 1769111 Ontario Ltd./ Canakurt Cement Finishing and Stucco | 29 Ridge Point Crescent | | North York | 416-918-9740 | | Yusif Dolas |
| 1900469 Ontario Incorporated | 4-3410 Midland Avenue | | Scarborough | 416-579-2170 | | William Grandio Rojas, Armando De Sousa |
| 2309096 Ontario Ltd. o/a Formbuild Group | 1222 Brillinger Street | | Oakville | 905-510-9603 | 905-847-1703 | Joe Bilotta |
| 2395955 Ontario Inc. (Formerly Gino Cement Finishing Co. Ltd.) | 123 Roseview Avenue | | Richmond Hill | 416-577-6135 | 905-738-1805 | Marco Magnoli |
| 5M Construction | 65 Woodstream Boulevard | Unit 12 | Woodbridge | 416-977-1115 | N/A | Gene Muto, Domenic Fratia |
| 9265287 Canada Ltd. (APB Cement Finish) | 22-8611 Weston Road | | Woodbridge | 647-526-9242 | 905-417-5567 | Alex Pena Bello |
| Accel Construction Ltd./ Accel Construction Management Inc. | 50 Viceroy Road | Unit 11 | Vaughan | 905-660-6690 | 905-660-6280 | Anthony Corsetti |
| Aldani Master Group Inc. (Formerly Aldani Group) | 327-550 Highway 7 East | | Richmond Hill | 905-597-5166 | 905-597-5168 | Daniel Almasan |
| All Form Group Ltd. | 6201 Highway 7 | Unit 4 | Vaughan | 905-850-3200 | 866-808-4547 | Frank Lecce |
| AM & RR Forming Ltd./ Rock-Base Construction | P.O. Box 223 | | Vaughan | 905-738-5537 | 905-738-8350 | Amin Makari, Raul Raposo |
| Armor Forming | | | | | | |
| AN-Regina Cement Corp | 54 Husband Drive | | Toronto | 416-662-8186 | | Antonella Deleo |
| Artcon Forming Ltd./ Linton Forming Ltd. | 7 Cranborne Chase | | Stouffville | 905-640-1588 | 905-640-0756 | Chuck Luciano |
| Bacardi Group/ Balmain Structures Limited/ 583978 Ltd./ 1730774 Ontario Inc./ S.H. Trade Personnel Limited | 68 Millwick Drive | Unit 18 | Toronto | 416-742-3950 | 416-742-8514 | Vince Nigro, Andrew Di Lorenzo |
| Built-Con Contracting Ltd. | 2402 St. Clair Avenue West | | Toronto | 416-766-2337 | 416-766-3614 | Carlos Alaxo |
| C.A.P. Concrete Structures Ltd. | 160 Applewood Crescent | Unit 22 | Concord | 905-669-5546 | | Pat Di Franco, Carlo Di Franco |
| C.C.M.C. Construction Cost Management Consultants Inc. | 168 Queen Street South | Suite 207 | Mississauga | N/A | | Donald Curran |
| Capcretet/ 1847592 Ontario Limited | 7500 Highway 27 | Unit 26 | Woodbridge | 905-905-6105 | 888-505-6816 | Ken Hamid |
| Cladani Construction Services | 55 Celestine Drive | | Etobicoke | | | Claudia Hernandez |
| Collavino Brothers Construction Co. | 1400 Kingston Road | Suite 100 | Toronto | 416-694-3676 | 416-694-3670 | Renzo Collavino, Paolo Collavino |
| Consolidated 2000 Inc./ Consolidated Concrete Forming Ltd./ 1210704 Ontario Ltd./ 1271147 Ontario Ltd./ 1507555 Ontario Ltd./ 2057709 Ontario Ltd./ 2155522 Ontario Ltd./ Domrock Forming Inc. | 1795 Drew Road | Unit A | Mississauga | 905-671-3232 | 905-671-3235 | Domenic Mesiti, Rocco Mesiti |
| Coverall Tents Inc. | 62 Kelso Crescent | | Maple | 905-832-4842 | 416-743-5651 | Tony Saraccini |
| CRC Survey's Ltd. | 15 Harry Swingler Drive | | Markham | 416-880-6189 | 905-604-1888 | Shejin Qui, Steve Wang |
| Dakota Forming Inc./ 1330049 Ontario Inc./ Delta Forming Inc./ Valle Structures | | | | | | |
| Decor Cement Finish Inc. | 2085-3045 Finch Avenue West | | Toronto | 416-826-5597 | 905-551-1405 | Alejandro Zuniga Ch. |

| Company Name | Address | Address 2 | City | Phone | Fax | Contact Name |
|---|----------------------------|-----------|-------------|--------------|--------------|-----------------------------------|
| Drain Land Inc. | 139 Corstate Avenue | Unit 1 | Concord | 905-669-1078 | 905-669-1269 | Ralph Lamacchia, Nick Caravaggio |
| Dupont Cement Finish Ltd. | 61 Advance Road | Suite 10 | Toronto | 416-536-6281 | 416-536-6721 | Manuel Miranda |
| Ellis Don Construction Ltd. | 89 Queensway Avenue West | Suite 800 | Mississauga | 905-896-8900 | 905-896-8911 | Rick Maggiacomo |
| Empire Forming Inc. | 222 Gage Avenue S. PH 1 | | Hamilton | 905-512-4893 | 905-529-7969 | Roger Park |
| Fama Construction | 399 Four Valley Drive | Unit 26 | Concord | 905-532-0111 | 905-532-0123 | Gerry Fogliato |
| Felmar Construction Ltd./ Dilmar Structural Ltd./ Marfram Construction Ltd./ Tandex Construction/ Target Structures Inc./ Titan Group | 290 Healey Road | Unit 10 | Bolton | 905-857-2771 | 905-857-4447 | Mark DiLorenzo, John DiLorenzo |
| Frank Hi-Rise Inc. | 27 Sumach Drive | | Pefferlaw | 905-715-4257 | | Dan Frank |
| H T Forming Inc. | 636 Wellington Street | | London | 519-433-3966 | 519-433-8351 | Peter J. Hayman |
| Italport Stucco Inc. | 71 Strada Drive | Unit 15 | Woodbridge | 905-851-7311 | 905-851-7312 | Rocco Barbiero |
| Jessco Structural Limited | 13086 Highway 27 | | Nobleton | 905-859-6556 | 905-859-6565 | Romeo D'Angelo, Massimo Bantini |
| Jessi Cement Finishing Company | 25 A George Anderson Drive | | Toronto | 647-828-1607 | | Ali Ayan |
| Laycon Construction Services Inc. | 120 Beverly Glen Boulevard | Unit 54 | Toronto | 416-293-4849 | 416-293-0896 | Sathia |
| Limen Form Work Corp./ Limen Shotcrete Corp./ Limen Concrete Finishing Corp. | 46 Le Page Court | | Toronto | 416-638-8880 | 416-638-7363 | Antonio Lima |
| Long Valley Forming Limited | 30 Freshway Drive | Unit 13A | Concord | 905-669-0805 | 905-669-3896 | Gino Fogliato |
| Maplewood Forming Limited | P.O. Box 753 | Station | Maple | 416-936-1889 | | Frank Mustacato |
| Melvin Cement Finish Stucco Ltd. | 73 Sunny Meadow Boulevard | | Brampton | | | Melvin Ramirez |
| Milano General Contractors Ltd. | 80 Carlauren Road | Unit 24 | Vaughan | 416-930-5796 | 905-265-8564 | Rocco Lombardo, Fiorello Saverino |
| MTN Forming Inc. | 20 DR. Reynar Road | | Caledon | 905-583-0135 | 905-583-0137 | Antonio DiDomizio |
| North Star Cement Finish | 137A Ossington Avenue | | Toronto | 416-533-3820 | 416-533-4599 | Carlo Araujo |
| Nova Forming Ltd./ Ren-View Group Ltd. | 2300 Finch Avenue West | Unit 29 | Toronto | | | S. Galletti |
| Outspan Concrete Structures Ltd./ Euro-Form Concrete Forming Ltd. | 227 Queens Plate Drive | Unit 1 | Toronto | 416-743-2764 | 416-743-3697 | Vince Diprani |
| Pro Layout Inc./ NAFJ Landscape & Building Stone Supplier Inc. | 2760 Victoria Park Avenue | Unit 216 | Toronto | 416-859-8863 | 416-491-0251 | Tom Sun |
| Pro Touch Stucco Design Ltd. | 71 Strada Drive | | Woodbridge | 416-676-1108 | 905-851-8159 | Nick Pugliese |
| R. Sirro Cement Finishing & Stucco Ltd. | 87 Napa Valley Avenue | | Vaughan | | | Rocco Sirro |
| Rbeni Cement Finishing | 130-99 Dowling Avenue | | Toronto | 416-358-7964 | | Romel Fabian Benavides |

| Company Name | Address | Address 2 | City | Phone | Fax | Contact Name |
|---|------------------------------|-----------------------|------------|--------------|--------------|--|
| Ribeiro Construction Inc. | 1357 Dundas Street West | | Toronto | 416-538-3295 | 416-538-0744 | Antonio Ribeiro, Paul Ribeiro |
| Rocco Stucco Inc. | 42 Gregory Scott Drive | | Vaughan | 416-930-5796 | 905-265-9110 | Rocco Lombardo |
| Sas-Pointline Ltd. | 5100 Rutherford Road | P.O. Box 12412 | Woodbridge | 905-417-7457 | 905-417-7458 | Loan Sas |
| Saverino General Contractor Limited | 487 Chancellor Drive | | Vaughan | 905-605-0576 | 905-605-0577 | Fiorello Saverino |
| Sirro Brothers Cement Finishing & Spray | 56 Dianawood Ridge | | Woodbridge | 905-264-2350 | 905-264-2349 | Cathy Sirro |
| Solano Cement Finish | 143 Whitwell Drive | | Brampton | 416-399-9089 | | Martha Narcisa Solano, Miguel Solano |
| Solid Solutions Corp. | 140 Holland Street West | | Bradford | 289-338-7448 | | Wilberth Arley Munoz |
| Sorbara Services Limited/ 1180803 Ontario Limited | 800-3700 Steeles Avenue West | | Vaughan | 905-850-6154 | 905-850-6884 | Rita Di Biase |
| Summit Forming Ltd. | 800 Arrow Road | Unit 6 | Toronto | 416-856-2817 | 416-745-4476 | Antonio (Tony) Gallace, Manuel Fiuza, Jonathan Fiuza |
| TDR Technology and Consultation Ltd. | 2750 14 th Line | Suite 209 | Markham | 416-678-9836 | 905-604-1888 | Steve Wang wingfangw@yahoo.com |
| The Accaria Group Corporation | 253 Eglinton Avenue West | 2 nd Floor | Toronto | 416-446-7374 | 416-446-6818 | Allessandra Axelsson, Antonio Sabato |
| The Maplecree Group/ Maplecree Construction Ltd/ 1221781 Ontario Limited/ 783430 Ontario Limited/ Accaria Group Corporation/ Alta Equipment Rental/ D.D. Construction/ Newcrete Forming (Ontario) Ltd./ Unique Forming Ltd. | 22 Basaltic Road | | Concord | 905-738-9229 | 905-669-3931 | Antonio Sabato, Roberto Sabato |
| Tonar Cement Finishing Inc. | 1357 Dundas Street West | | Toronto | 416-538-3295 | 416-538-0744 | Antonio Ribeiro |
| Torrent Shotcrete Canada Ltd. | 200-53 Hastings Street West | | Vancouver | 604-684-3669 | 604-684-3679 | Ross King |
| Triform | 13-3120 Rutherford Road | | Vaughan | 647-898-8805 | | Domenico Fratia |
| Trio Forming Ltd./ Iago Forming Ltd./ Iago Construction Inc./ Canden General Contracting | 53 Woodstream Boulevard | Unit 8 | Vaughan | 905-850-8865 | 905-850-8629 | Dennis Cancian |
| TVG Construction Ltd. | RR1, 23 Cardico Drive | | Gormley | 905-888-0186 | 416-981-7967 | Sam Perri |
| Unique Cement Finishing Inc. | 71 Strada Drive | Unit 15 | Woodbridge | 416-887-7979 | 905-851-8159 | Walter Falcone, Pasqualino Calautti |
| Verago Construction Ltd. | 43 Sparrow Avenue | | Toronto | 416-787-3807 | | President |
| Vinny Cement Finishing | 78 Giovanni Way | | Woodbridge | 905-851-7311 | | David Panetta |

NOTE: The Association agrees to provide an updated list of active members to the Union on or before January 1st, of each year upon written request from the Union.

SCHEDULE "B"

APPLICABLE TO INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

It is understood and agreed that the full terms and conditions of employment set out in Schedule "B" shall apply throughout the Province of Ontario .

ARTICLE 1 - CLASSIFICATIONS AND WAGES

1.01

(a) Operators of Climbing and Skyway-type cranes, mobile truck cranes, crawler cranes and all similar equipment, journeyman mechanics, technicians.

| DATE | WAGES | VAC. PAY | BENEFITS | | PENSION | TOTAL | TRAINING FUND | INDUSTRY FUND |
|--------------|---------|-------------|-----------------|-------------|---------|---------|------------------|------------------|
| | | | BENEFIT PLAN | SUB PLAN | | | | |
| May 1, 2021 | \$48.89 | \$5.87 | \$5.75 | | \$5.97 | \$66.66 | | \$0.18 |
| May 20, 2022 | \$51.53 | \$6.19 | \$5.65 | \$0.10 | \$5.97 | \$69.44 | \$0.82 | \$0.30 |
| May 1, 2023 | \$53.94 | \$6.48 | \$5.65 | \$0.36 | \$5.97 | \$72.40 | \$0.86 | \$0.40 |
| May 1, 2024 | \$56.49 | \$6.78 | \$5.65 | \$0.36 | \$6.07 | \$75.35 | \$0.91 | \$0.50 |

(b) Operators of forklifts, Pitman-type hydraulic cranes under ten tons, concrete pumps and pumpcretes on the job site, spider cranes.

| DATE | WAGES | VAC. PAY | BENEFITS | | PENSION | TOTAL | TRAINING FUND | INDUSTRY FUND |
|--------------|---------|-------------|-----------------|-------------|---------|---------|------------------|------------------|
| | | | BENEFIT PLAN | SUB PLAN | | | | |
| May 1, 2021 | \$46.59 | \$5.59 | \$5.75 | | \$5.97 | \$64.08 | | \$0.18 |
| May 20, 2022 | \$49.23 | \$5.91 | \$5.65 | \$0.10 | \$5.97 | \$66.86 | \$0.82 | \$0.30 |
| May 1, 2023 | \$51.64 | \$6.20 | \$5.65 | \$0.36 | \$5.97 | \$69.82 | \$0.86 | \$0.40 |
| May 1, 2024 | \$54.19 | \$6.50 | \$5.65 | \$0.36 | \$6.07 | \$72.77 | \$0.91 | \$0.50 |

(c) (i) First year Apprentices – 50% of Group (a) rates. *Working Dues: 2% of total wage package.*

| DATE | WAGES | VAC. PAY | BENEFITS | | PENSION | TOTAL | TRAINING FUND | INDUSTRY FUND |
|--------------|---------|-------------|-----------------|-------------|---------|---------|------------------|------------------|
| | | | BENEFIT PLAN | SUB PLAN | | | | |
| May 1, 2021 | \$24.45 | \$2.93 | \$5.75 | | \$5.97 | \$39.28 | | \$0.18 |
| May 20, 2022 | \$25.77 | \$3.09 | \$5.65 | \$0.10 | \$5.97 | \$40.58 | \$0.82 | \$0.30 |
| May 1, 2023 | \$26.97 | \$3.24 | \$5.65 | \$0.36 | \$5.97 | \$42.19 | \$0.86 | \$0.40 |
| May 1, 2024 | \$28.25 | \$3.39 | \$5.65 | \$0.36 | \$6.07 | \$43.72 | \$0.91 | \$0.50 |

(c) (ii) Second year Apprentices – 75% of Group (a) rates. *Working Dues: 2% of total wage package.*

| DATE | WAGES | VAC. PAY | BENEFITS | | PENSION | TOTAL | TRAINING FUND | INDUSTRY FUND |
|--------------|---------|-------------|-----------------|-------------|---------|---------|------------------|------------------|
| | | | BENEFIT PLAN | SUB PLAN | | | | |
| May 1, 2021 | \$36.67 | \$4.40 | \$5.75 | | \$5.97 | \$52.97 | | \$0.18 |
| May 20, 2022 | \$38.65 | \$4.64 | \$5.65 | \$0.10 | \$5.97 | \$55.01 | \$0.82 | \$0.30 |
| May 1, 2023 | \$40.46 | \$4.85 | \$5.65 | \$0.36 | \$5.97 | \$57.29 | \$0.86 | \$0.40 |
| May 1, 2024 | \$42.37 | \$5.08 | \$5.65 | \$0.36 | \$6.07 | \$59.53 | \$0.91 | \$0.50 |

(d) The Parties agree that a minimum number of hours shall be worked before an apprentice becomes recognized as a journeyman.

(i) A First Year Tower Crane Apprentices 0-2000 hours worked.

(ii) A Second Year Tower Crane Apprentices 2001-3000 hours worked.

(e) Effective April 1, 2008 the Parties agree that a minimum number of hours shall be worked before an apprentice becomes recognized as a journeyman.

- (i) A First Year Tower Crane Apprentice shall receive fifty percent (50%) of Group (a) rates and be required to work a minimum of 2000 hours before graduating to a Second Year Level.
- (ii) A Second Year Tower Crane Apprentice shall receive seventy-five percent (75%) of Group (a) rates and be required to work a minimum of 1000 hours before graduating to full Journeyman.

1.02 All new equipment introduced by Manufacturers during the life of this Agreement or not appearing as listed in Article 1.01 of this Schedule shall be confirmed by letter to the Union, 2245 Speers Road, Oakville, Ontario before being put into production.

1.03 No equipment shall be operated by demonstrators on a site without the Union being notified and a qualified Union Operator being present and paid for hours of said demonstration.

1.04 Equipment operators and/or crews shall not be replaced by working foremen, mechanics, or those above the rank of working foreman for the purpose of overtime or reduction in crews unless crews voluntarily decline such work; in which case other regular operators or crews shall be given the first opportunity for such work, for production.

1.05 When an apprentice is not employed and when oiling and greasing is not performed, as per manufacturers maintenance specifications, due to lack of time during the regular working hours, the Engineer operating such equipment shall be paid for one (1) hour at the Engineer's regular day shift rate for any oiling and greasing that is otherwise performed.

1.06

(a) Climber and Skyway type cranes shall have heated operating cabs affixed to the mast, boom or building as the operator shall request and shall be operated from the cab position. Such cabs shall have suitable adjustable cab seats, including but not limited to, padded seats, arm rests, and back rests. Such cabs shall have safety

glass installed. Such cabs shall have safety glass installed at the request of the Operator. Also if necessary, proper rain repellent or wiper. Every crane will have a proper electronic wind gauge installed with a screen read-out available to the Operator at all times.

(b) **Radio Controls**

Further to the concern of Operators of Tower Cranes:

A foot switch or pedal to adjust the frequency or other changes while continuing to work with the controls in a safe manner. This request will be granted to any operators who ask for it.

(c) Where the operator of a crane is required to use radio communication, the Employer shall use its best efforts to ensure that such equipment is in good working condition including using its best efforts to ensure the equipment is operating on a designated frequency and secure channel.

1.07 When laid off, any of the foregoing employees shall be allowed one (1) hour to clear up the employee's personal equipment and other property on the site.

1.08 Equipment in Classification 1.01 (a) of this Schedule shall carry, in addition to the engineers: one (1) apprentice for every four (4) projects containing single cranes, and one (1) apprentice for every two (2) tower cranes on any project, for the same Employer. The Union will consider all reasonable requests that an employee of the Employer shall be made an apprentice. It shall fall within the jurisdiction of the Employer to specify within reason the nature of the work which the apprentice is capable of performing.

The Association and Local 793 agree to form a sub-committee, which shall meet at the call of either party, to review and improve the language in the Collective Agreement relating to increasing the ratio of apprentices employed.

1.09 The Operator will be present and compensated for is time when the crane is being erected. In the case where this is not possible the Operator will be allowed sufficient time to inspect the crane prior to starting work at the commencement of operations, but no less than two (2) hours.

1.10 Each Operator shall have a clearance card, and will be a member in good standing before commencing work.

1.11 The Employer will have the right to recall an Operator for a period of up to eighteen (18) months, provided the member is in good standing and registered on the out-of-work list. The Union will not deny any such requests.

1.12 Local 793 and the Association agree to establish a Joint Committee to develop and maintain a job description for Apprentices. A meeting of the Committee can be called at any time by either party.

1.13

- (a) The Employer and operators of tower cranes agree to abide by the provisions of the Canadian Standards Association Code for Tower Cranes Z248-04 and as amended from time to time.
- (b) The issue of inspecting and testing older cranes to be referred to the working Committee at IHSA for Tower Cranes.

1.14 The Association and International Union of Operating Engineers, Local 793 agree that a minimum number of hours shall be worked before an apprentice mechanic and an apprentice technician becomes recognized as a journeyman.

- (a) First Level – First year mechanic and technician apprentices shall receive fifty percent (50%) of classification 1.01(a) hourly wage rates and be required to work a minimum of 2000 hours before graduating to the second level;

- (b) Second Level – Second year mechanic and technician apprentices shall receive sixty-five percent (65%) of classification 1.01(a) hourly wage rates and be required to work a minimum of 4000 hours before graduating to the third level;
- (c) Third Level – Third year mechanic and technician apprentices shall receive eighty percent (80%) of classification 1.01(a) hourly wage rates and be required to work a minimum of 6000 hours.
- (d) After a total of 6000 hours worked, mechanic and technician apprentices shall receive the full classification 1.01(a) hourly wage rate.

ARTICLE 2 - HOURS OF WORK AND OVERTIME

2.01 The standard work day for employees operating equipment shall be not more than eight (8) hours between 7:30 a.m. and 5:00 p.m. at straight time.

2.02 Any work performed before 7:30 a.m. or after 5:00 p.m. Monday through Friday shall be deemed overtime work.

2.03 Double the regular rate shall be paid for all work in excess of eight (8) hours per day, Monday through Friday, except for travel time back to the Employer's yard which shall be at a maximum time of one and one-half (1½) times the regular rate.

2.04 All work performed on Saturday and Sunday shall be paid for at double the regular day shift rate.

2.05

(a) An employee who reports for work as usual, unless directed not to report the previous day by the Employer, shall receive a minimum of four (4) hours pay at the applicable rate and shall remain at other work of the employee's craft if requested by the foreman. An employee directed to work after noon lunch period and who commences to work shall be paid a minimum of two (2) hours.

(b) Two (2) hours pay together with traveling expenses, whenever applicable, shall be allowed by the Employer when an employee covered by this agreement reports for work at the Employer's shop or job but work is not available due to inclement weather provided the employee remains on the job for two (2) hours after the employee's designated starting time.

(c) **Shift Work from Monday to Friday inclusive**

Day Shift - five (5) consecutive shifts at the regular day shift rate.

2nd Shift - five (5) consecutive shifts at \$1.50 per hour premium above the regular day shift rate.

3rd Shift - five (5) consecutive shifts at \$1.60 per hour premium above the regular day shift rate.

(d) **Shift Work for Erection of Precast**

(i) A shift may be scheduled of not more than eight (8) hours to commence between the hours of 4:30 p.m. and 6:30 p.m. Monday to Friday inclusive.

(ii) Employees working on such shifts shall receive \$1.50 per hour premium above the regular day shift for all hours worked on such shift.

ARTICLE 3 - PAYMENT OF WAGES

3.01 Wages shall be paid by cash, direct deposit or cheque at the option of the Employer no later than Thursday of each week during working hours. Each employee shall be given a detailed record of the employee's earnings showing Total Hours Worked, Rates of Pay, Gross Wages, Allowance Contributions, and all deductions and Net Wages, all in accordance with Federal and Provincial Government Regulations. The tear-off portion of the pay cheque shall identify the Employer and employee.

3.02 In the case of layoff employees shall be paid up to date on the job site as per the *Employment Standards Act*.

3.03 In the case of layoff all employees affected by the layoff and covered by this Agreement will receive two (2) hours notice in advance. If the Employer fails to give the Employee two (2) hours notice in advance of layoff, then the employee shall be paid an additional two (2) hours. When an employee quits a job the employee shall give the employee's Employer two (2) hours notice. If the employee fails to give the Employer two (2) hours notice then the employee shall lose two (2) hours pay.

3.04 With the exception of honest errors, when employees have been unable to cash pay cheques they shall be paid all future wages by cash or by certified cheque.

3.05 It shall not be considered a violation of this Agreement for an employee to cease work for continuous failure of the Employer to correct pay shortages or being continuously late in wage payments.

ARTICLE 4 - STATUTORY HOLIDAYS AND VACATION PAY

4.01 All work performed on the following holidays shall be paid for at double the regular rate of wages:

| | | |
|------------------|---|-------------|
| New Year's Day | Canada Day | Good Friday |
| Victoria Day | Civic Holiday | Labour Day |
| Thanksgiving Day | Christmas Day | Boxing Day |
| Family Day | National Day for Truth and Reconciliation | |

Any other civic and national holidays if and when proclaimed by the Government.

4.02 When any of the foregoing holidays fall on a Saturday or Sunday, the next day (Monday), or a day mutually agreed upon by the Council and the Association, shall be recognized as the holiday.

4.03 It is understood that any member of the Association has the right to determine a vacation period and shut down its operations during that time.

4.04 Vacation with pay for employees shall be paid at the rate of twelve percent (12%) of gross earning. It is understood and agreed that eight percent (8%) of the gross wages is to be considered Vacation Pay and four percent (4%) of the gross wages is to be in lieu of Statutory Holiday pay.

ARTICLE 5 - LIVING ALLOWANCES, ACCOMMODATION & PARKING ALLOWANCES

5.01 The following expense allowance will be paid to an employee who is sent to a job beyond thirty-five (35) kilometers from Toronto City Hall, by the most practical and direct route, provided that it is agreed and understood that an employee cannot obtain the benefits of Articles 2.03 and 5.01 of this Schedule both, and if the employee is requested to pick up and drive a mobile or other unit from the Employer's yard to the job site then neither of the benefits of Article 2.03 or Article 5.01 shall be obtainable in respect of the travel from the employee's home to the Employer's yard or from the Employer's yard to the employee's home.

This provision does not exclude payment for the operation of a mobile or other unit when picking up and driving same to and from the Employer's yard from and to the job site.

| | |
|---------------------|----------------------------------|
| 35-75 kilometers | \$30.00 per day worked; |
| 75-150 kilometers | \$40.00 per day worked; |
| over 150 kilometers | \$60.00 seven (7) days per week. |

5.02 On projects falling within the area *{bounded on the west by the east side of Bathurst Street; bounded on the north by Steeles Avenue; bounded on the east by the west side of Mount Pleasant south to Bloor and then the west side of the Don Valley; and on the south by the north shore of Lake Ontario}*, employees will be paid a daily parking reimbursement to a maximum of \$16.00 per day worked effective May 20, 2022, \$18.00 per day worked

effective May 1, 2023 and \$20.00 per day worked effective May 1, 2024. Where the employee is required to work within the Greater Toronto Area, then the daily parking reimbursement will be paid to a maximum of \$8.00 per day worked effective May 1, 2022, \$10.00 per day worked effective May 20, 2023 and \$12.00 per day worked effective May 1, 2024. Where requested by the Employer, employees will provide parking receipts in support of such reimbursements. Daily parking reimbursement will not be paid where the Employer provides parking or where the Employer provides transportation to and from the above-noted parking reimbursement zone. It is agreed and understood that under the above conditions the Employer has the right to designate the parking facility.

5.03 Applicable to Employees dispatched from Local 793 hiring halls other than Toronto.

Employees dispatched from any of the Local 793 Hiring Halls listed below, and any new hiring hall which may be established by the Union, who are required to report to a project beyond thirty-five (35) kms from the City Hall of the municipality where the Local 793 hiring hall is located, shall be paid an expense allowance as per Article 5.01. The distance shall be calculated by the most practical and direct route as per Google Maps© provided that it is agreed and understood that an employee cannot obtain the benefits of Articles 2.03 and 5.01 of this Schedule, and if the employee is requested to pick up and drive a mobile or other unit from the Employer's yard to the job site then the benefits of Article 2.03 or Article 5.01 shall not be obtainable in respect of the travel from the employee's home to the Employer's yard or from the Employer's yard to the employee's home.

| | | | | |
|----------------|-------------|---------|------------------|---------|
| Cambridge | Hamilton | Barrie | Ottawa | Windsor |
| St. Catharines | Belleville | Sudbury | Sault Ste. Marie | Sarnia |
| Timmins | Thunder Bay | Oshawa | London | |

5.04 a) Employees who are required by their Employer to report to a project located 140 kms or more from the City Hall of the corresponding Local 793 hiring hall where the employee was dispatched from shall be paid (below) for each day they are required to be away. If the cost of accommodations exceeds \$120

per day, the employer agrees to reimburse employees the cost of accommodation upon presentation of a valid receipt:

| May 20, 2022 | May 1, 2023 | May 1, 2024 |
|---------------------|--------------------|--------------------|
| \$180.00 | \$190.00 | \$200.00 |

- b) The provisions of Article 5.01 shall also apply when traveling to the project on the first day in, when the Employer directs to employee to return to home base or on their last day worked on the project.
- c) Where a project is more than 322 kms from the City Hall of the corresponding Local 793 Hiring Hall the employee was dispatched from the employee shall be paid return plane fare or equivalent every 4 weeks.

ARTICLE 6 - CRAFT JURISDICTION

6.01 Mobile Truck Cranes, Skyway and Climbing type cranes, Locomotive Cranes, Derricks, A-Frame and Boom Trucks, Pitman and the like, Bullmoose and Austin Western Type Cranes, Air Tuggers, Power Hoists, all Clams, Shovels, Backhoes, Draglines, Pile Drivers, Gradalls, Mine Hoists, Chimney Hoists, Overhead Hoists and Cranes, Sidebooms, Booms of all types mounted on tractors, Trenching Machines, Self-propelled Drills, Graders, Scrapers, Emcos, Bulldozers, Front End Loaders and similar types of equipment, Rail Engines, Dinky and the like. Welding Machines driven by internal combustion engines. Batching plants of all types, Air Compressors, Temporary Heating Plants. Wellpoint systems. Gas, steam or diesel-driven generators and pumps of all types. Concrete Pumps, Mixers and Mobiles, Overhead Loaders, Asphalt Spreaders, Pneumatic propelled Drills, Compaction Equipment, Forklifts and Ross Carrier, Mucking Machines, Farm Industrial Tractors with attachments. Oilers, Truck Crane Driver Mobile Street Sweepers, Caisson Boring machines, Asphalt Rollers, Foremen, Tunnel Boring Machines. Dredges suction and dipper. Conveyors regardless of motive power. Heating units such as Herman Nelson and Dravo, Rotary Drills, Tunnel Motors, Elevators all types used in

construction temporary or permanent. Power Driven Jumbo Form Setters. Self-propelled tar pipelining machines. Highline cableways. Deck Engines, Pneumatic heading machines tunnel. Road oil mixing machine. Ship loaders, crushing plants, Elevating Grader, Life Slab machine, Motor Patrols, Pneumatic Concrete placing machines. Pipe bending machines, Power Screed, Helicopter winch operators, and all other classifications of equipment as listed in the Union's Constitution.

ARTICLE 7 - BENEFIT AND PENSION PLANS FOR I.U.O.E. LOCAL 793

7.01 The Employers shall contribute in total the following amounts to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the "Health Plan") and to the International Union of Operating Engineers, Local 793 Members Pension Benefit Trust of Ontario (the "Pension Plan") for each hour earned by each employee in the Employer's employ:

Effective May 20, 2022: \$11.62 per hour;

Effective May 1, 2023: \$11.62 per hour; and

Effective May 1, 2024: \$11.72 per hour.

It is agreed that Employers shall make a single monthly payment to an independent administrator appointed by the Trustees of the Health Plan and the Pension Plan for contributions owing to the two plans. The Administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of each Employer and employee to the Health Plan and the Pension Plan.

7.02 The Employer shall make a single monthly payment to an independent administrator appointed by the Trustees of the Health Plan and the Pension Plan for contributions owing to the two plans. The Administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of each Employer and employee to the Health Plan and the Pension Plan as follows:

(a) Effective May 20,2022:

- (i) for employees with \$8,500.00 or fewer dollars in their Health Plan dollar bank, five dollars and ninety-seven cents (\$5.97) to the Pension Plan and five dollars and sixty-five cents (\$5.65) plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.
- (ii) for employees with more than \$8,500.00 in their Health Plan dollar bank, eleven dollars and forty-two cents (\$11.42) to the Pension Plan for benefits; and forty-four cents (\$0.44) to be applied towards the cost of administering the Pension Plan; and Nil (\$0) to the Health Plan.

(b) Effective May 1, 2023:

- (i) for employees with \$10,450.00 or fewer dollars in their Health Plan dollar bank, five dollars and ninety-seven cents (\$5.97) to the Pension Plan and five dollars and sixty-five cents (\$5.65) plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.
- (ii) for employees with more than \$10,450.00 in their Health Plan dollar bank, eleven dollars and sixty-two cents (\$11.62) to the Pension Plan for benefits; and forty-five cents (\$0.45) to be applied towards the cost of administering the Pension Plan; and Nil (\$0) to the Health Plan.

(c) Effective May 1, 2024:

- (i) for employees with \$12,600.00 or fewer dollars in their Health Plan dollar bank, six dollars and seven cents (\$6.07) to the Pension Plan and five dollars and sixty-five cents (\$5.65) plus retail sales tax (RST) at the applicable rate on these contributions to the Health Plan.
- (ii) for employees with more than \$12,600.00 in their Health Plan dollar bank, eleven dollars and seventy-two cents (\$11.72) to the Pension Plan for

benefits; and forty-six cents (\$0.46) to be applied towards the cost of administering the Pension Plan; and Nil (\$0) to the Health Plan.

(d) Effective on and after January 1, 2009, the amount of \$6,750.00 in a Members' Health Plan dollar bank noted in (i) and (ii) above shall be re-determined from time to time as determined by a duly-constituted motion passed by the Board of Trustees of the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario, and as conveyed to the Administrator.

7.03 At no time shall the Welfare or Pension contributions be paid directly to the employee.

7.04 Trust Funds

Local 793 will petition the Operating Engineers' Pension and Benefit Trust Funds to expand the number of Trustees on each Trust Fund so as to include an O.F.A. member on one of these Funds.

7.05 It is understood and agreed that \$15.00 per month (or such other amount as may be designated by the trustees) of the existing contributions that are designated as "Benefit Contributions" under the Collective Agreement are to be contributions to the IUOE Local 793 Group Legal Benefit Trust.

7.06 The parties have agreed to the establishment of a Supplementary Unemployment Benefit Plan ("SUB Plan") in order to provide certain monetary benefits to members who become unemployed and otherwise qualify under the terms of the SUB Plan.

Effective May 20, 2022, the Employer shall contribute Ten (\$0.10) per hour earned for each employee in their employ.

Effective May 1, 2023, the Employer shall contribute Thirty-Six (\$0.36) per hour earned for each employee in their employ.

The Parties agree the SUB Plan shall be established, managed, operated, and administered solely by the Trustees of the SUB Plan and that nothing herein shall be construed to make the Employer, or any individual contractor bound to the Collective Agreement, an insurer or provider of SUB Plan benefits. The financial obligation of the Employer and any individual contractor bound to the Collective Agreement is entirely fulfilled by making the contributions required herein.

The Parties agree any issue concerning the SUB Plan (including but not limited to eligibility to participate in, and entitlement under, the SUB Plan) shall be subject to the specific provisions of the SUB Plan. Any dispute over payment of SUB Plan benefits shall be adjusted solely between the member and the Trustees of the SUB Plan. The Employer, or any individual contractor bound to the Collective Agreement, shall not be requested, or required to participate in any such dispute.

The Union agrees to save harmless and indemnify the Employer, and any individual contractor bound to the Collective Agreement, from and against a claim, charge, tax, penalty or demand which may be made by the Canada Revenue Agency regarding the obligation to pay income tax, a charge, a tax, or a penalty under any law including, but not limited to, the Income Tax Act (Canada), in respect of any amount paid to a member under the SUB Plan, and in respect of any claim, charge, tax or penalty which may be made on behalf of or related to the Employment Insurance Commission and Canada Pension Commission or any other government agency or commission under the applicable statutes and regulations with respect to any amount paid to a member under the SUB Plan.

7.07 For bargaining unit employees who are in receipt of a pension from the IUOE Local 793 Pension Plan for Operating Engineers in Ontario (the Pension Plan), the employer shall not make contributions to the Pension Plan. In lieu of such contributions the employer shall pay an equivalent amount per hour earned as additional remuneration to the employee. Such remuneration shall be paid by remitting the amounts on a monthly basis at the same time as pension contributions to the Operating Engineers Benefits Administration

Corporation (OEBAC), which shall annually pay these amounts with interest (less applicable deductions) to the employee.

ARTICLE 8 – TRAINING FUND

8.01 Effective May 20, 2022 the Employer shall contribute the amount of eighty-two cents (\$0.82) per hour for each hour earned by each Operating Engineer in the Employer's employ to the International Union of Operating Engineers Local 793 Training Fund. This amount shall increase as follows:

Effective May 1, 2023 eighty-six cents (\$0.86)

Effective May 1, 2024 ninety-one cents (\$0.91)

Such contributions are to be remitted together with the contributions required under Articles 7.01 and 7.02 of this Schedule, and as outlined in Article 16.02 of the Main Portion of this Agreement.

It is understood and agreed that Five Cents (\$0.05) per hour for each hour earned (or such other amount as may be designated by the trustees) of the existing contributions that are designated as "International Union of Operating Engineers Local 793 Training Fund" under the Collective Agreement are to be contributions to the Operating Engineers National Training Fund.

8.02 Advancement Fund

The Employer shall deduct \$0.40 per hour for each hour earned by each employee covered by this Collective Agreement to the Operating Engineers Local 793 Advancement Fund.

The amount deducted shall be remitted together with other monetary contributions and deductions in the manner set out in the Collective Agreement.

The Operating Engineers Local 793 Advancement Fund shall be administered by the Union and shall be used to further its mandate and strategic objectives.

8.03 Working Dues

Working Dues of two percent (2%) of the total wage package per hour for each hour earned by each employee which includes the hourly rate, vacation pay and health plan and pension plan contributions of employees who are members of Local 793 shall be deducted and shall be remitted to Local 793 not later than the fifteenth (15th) day of the month following the month for which the dues were deducted. Such deduction shall be forwarded along with the remittances required under Article 16 of the Main Portion of this Agreement, and supporting information shall be required by the Trustees on the Reporting Forms. Such deductions shall be immediately paid to the Local Union by the Administrator of the Plans.

ARTICLE 9 – INDUSTRY FUND

9.01

- (a) Effective May 20, 2022, the Employers agree to contribute thirty cents (\$0.30) per hour for each hour worked by all employees covered by this Agreement to the Industry Fund. The Employers further agree to pay effective May 1, 2023, forty cents (\$0.40) for each hour worked by all employees covered by this Agreement to the Industry Fund, and effective May 1, 2024, fifty cents (\$0.50) for each hour worked by all employees covered by this Agreement to the Industry Fund.
- (b) The Employers agree to contribute five cents (\$0.05) per hour for each hour worked by all employees covered by this Agreement towards an Industry Liaison Fund.

9.02

- (a) The Employers agree to remit the contribution required under Article 9.01 hereof to the Union not later than the fifteenth (15th) day of the month following the month for which the contribution is due.
- (b) It is agreed that Employers shall use the Welfare Contribution Form (or such other form as is specified by the Union or any one of the Local Unions to which Schedule "E" applies) for the calculation and remittance of the Industry Fund contribution.
- (c) The Union or its Administrator will provide monthly reports to the Association outlining the name of the Employer, the hours worked and the amount paid. In the event no such contributions are received, the Union shall forward a "Nil" report to the Association.
- (d) The Union agrees to use its grievance procedures to collect Industry Fund contributions, where applicable, for work performed under this Schedule.

9.03 The Union agrees that these sums, which represent each Employer's contribution to the cost of negotiating and administering this Agreement, shall be forwarded to the Association on a monthly basis.

9.04 The Association agrees to notify the Union of any changes in the Industry Fund.

ARTICLE 10 - OCCUPATIONAL HEALTH AND SAFETY

10.01 In co-operation with the Employers' overall safety policy, Operators will be designated as the competent worker. The Employer shall be required to allow the Operator one-half (½) hour per day to inspect, service, maintain a log book and prepare for start-up for projects at straight time pay. (It being understood that where the Employer deems it necessary, the one-half [½] hour shall be prior to the start of the work day.)

10.02 The parties have agreed to establish a Committee to develop acceptable language pertaining to Employee Health and Safety.

ARTICLE 11 - DENOVO PROGRAM

11.01 The Employer agrees to recognize Local 793's position on the DeNovo Program dealing with substance abuse and policies.

ARTICLE 12 – DERATING OF EQUIPMENT

12.01 The Employer agrees not to utilize any crane equipment from any manufacturer and/or supplier that has been derated from its original maximum hoisting capacity. The Employer further agrees not to utilize any crane equipment from any manufacturer and/or supplier where said equipment is rated with a greater maximum hoisting capacity outside the Province of Ontario than the maximum hoisting capacity of the same crane equipment within the Province of Ontario (both herein defined as derated crane).

12.02 Without limiting the generality of the foregoing, in the event the Employer violates the prohibition against utilizing any derated cranes, the Union shall be entitled to seek remedies, including but not limited to damages.

12.03 Where there is a dispute between the Union and Employer over the crane's maximum lifting capacity, the model identified by the crane's Vehicle Identification Number shall be the determinative factor. The parties agree that the manufacturer's rating is an objective measurement that does not vary with any sort of modification of any equipment, or the addition or subtraction of any component parts.

12.04 The Employer agrees that changing of minimum radius or boom angle in the load charts of cranes to be different from the original charts supplied by the manufacturer in or outside the Province of Ontario for the purposes of decreasing lifting capacity will be considered derating. The Employer agrees that lowering the capacity of a crane as listed in the original manufacturers charts by reprogramming or limiting the **L.M.I.** (or other on-

board computer) will not change the overall rating capacity of the crane for manning purposes.

SCHEDULE "B"

LETTER OF UNDERSTANDING NO. 1

The International Union of Operating Engineers, Local 793 and the Ontario Formwork Association agree to form a Joint Committee of a total of four (4) individuals to immediately review, investigate and advise the best possible direction on the issues of Electronic or Mechanical Scales on Tower Cranes. This Committee will ensure that all Tower Cranes will be properly equipped with the most advanced and reliable type of equipment. This Committee also agrees to petition all other government agencies with their findings.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo
Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE



Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

DATE

Dino Drigo
Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE

Derek Melo
Derek Melo (Jan 27, 2023 14:01 EST)

ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO

Jack Oliveira
Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

01/26/2023

DATE



Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

01/27/2023

DATE

Brandon Mackinnon
Brandon Mackinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

DATE



MIKE GALLAGHER

Jan 30, 2023

DATE



[Dave Turple \(Jan 26, 2023 20:15 EST\)](#)

DAVE TURPLE

Jan 26 2023

DATE



[Virgil Nose \(Jan 26, 2023 18:47 EST\)](#)

VIRGIL NOSE

01/26/2023

DATE

SCHEDULE "B"

LETTER OF UNDERSTANDING NO. 2

INSPECTION, REPAIR, MAINTENANCE OF TOWER CRANES

The Union and the Association have agreed to establish a Joint Committee to address such issues as:

- (a) The state of the operator's cabin, such as cleanliness, etc.
- (b) Issues relating to the maintenance of tower cranes including such things as safety, repair, erection and disassembly.
- (c) Monthly inspection of tower cranes.
- (d) Need for tower crane technician certification.
- (e) Safe and effective radio communication.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

**ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION**

Tony DiNardo
Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE

Danny Verrilli
Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

DATE

**ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO**

Jack Oliveira
Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

01/26/2023

DATE

Armando Camara
Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

01/27/2023

DATE



Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE



Derek Melo (Jan 27, 2023 14:01 EST)

DEREK MELO

01/27/2023

DATE



Brandon Mackinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

DATE



MIKE GALLAGHER

Jan 30, 2023

DATE



DAVE TURPLE

Jan 26 2023

DATE



Virgil Nose (Jan 26, 2023 18:47 EST)

VIRGIL NOSE

01/26/2023

DATE

SCHEDULE "B"

LETTER OF UNDERSTANDING NO. 3

NEW OR EXISTING ENTITIES

The Employer hereby confirms that it is not carrying on associated or related activities or businesses by or through more than one corporation, individual, firm, syndicate, or other entity or association or any combination thereof, under common control or direction, that is not signatory to this Collective Agreement. For the purpose of this Article, "activities" include any activities contemplated by the Purpose and Intent, Recognition, and/or Scope clauses of this Collective Agreement.

The Parties further agree that all provisions of Section 1(4) of the Ontario *Labour Relations Act* (as they exist on the date of signing) are hereby incorporated into and form part of this Collective Agreement, with such modifications as may be necessary for an arbitrator with jurisdiction arising out of this Collective Agreement and/or the Expedited Arbitration System and/or the Ontario *Labour Relations Act*, to have all the powers that the Board would otherwise have under the provisions of the Act.

The Parties agree that this Letter forms part of this Collective Agreement binding upon them and may be enforced as such.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo
Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE

Danny Verrilli
Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

DATE

ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO

Jack Oliveira
Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

01/26/2023

DATE

Armando Camara
Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

01/27/2023

DATE

Dino Drigo

Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE



Derek Melo (Jan 27, 2023 14:01 EST)

DEREK MELO

01/27/2023

DATE



Brandon Mackinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

DATE



MIKE GALLAGHER

Jan 30, 2023

DATE



DAVE TURPLE

Jan 26 2023

DATE



Virgil Nose (Jan 26, 2023 18:47 EST)

VIRGIL NOSE

01/26/2023

DATE

SCHEDULE "B"

LETTER OF UNDERSTANDING NO. 4

BETWEEN:

International Union of Operating Engineers, Local 793

("Local 793")

- and -

The Ontario Formwork Association

("The Employer Association")

WHEREAS Local 793 and The Employer Association have engaged in negotiations with respect to making amendments to, and/or establishing a new Trust Agreement for the administration of the International Union of Operating Engineers, Local 793 Training Fund ("Training Fund") that will transfer the power of appointment of Trustees to the Board of Trustees solely to Local 793 as set out in the Letter of Understanding attached as Schedule "A".

AND WHEREAS Local 793, in its capacity as the Operating Engineers Employee Bargaining Agency, has presented a similar Letter of Understanding to the one attached as Schedule "A" to the Operating Engineers Employer Bargaining Agency with respect to the Provincial Collective Agreement;

NOW THEREFORE the parties agree as follows:

1. The Employer Association agrees to execute the Letter of Understanding, attached as Schedule "A", upon receipt of an executed Letter of Understanding between the Operating Engineers Employer Bargaining Agency and the Operating Engineers Employee Bargaining Agency with respect to making similar amendments to, and/or establishing a new, Trust Agreement for the administration of the International Union of Operating Engineers, Local 793 Training Fund under the Provincial Collective Agreement.
2. Any relevant and/or substantive amendments made to the Letter of Understanding between the Operating Engineers Employer Bargaining Agency and the Operating Engineers Employee Bargaining Agency shall also be made to the Letter of Understanding attached as Schedule "A" prior to execution.

3. The parties agree that this Letter of Understanding forms part of the Collective Agreement.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION


Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE


Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

DATE

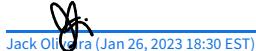

Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE

ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO


Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

01/26/2023

DATE


Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

01/27/2023

DATE


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DEREK MELO

01/27/2023

DATE


Brandon Mackinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

DATE


Mike Gallagher

Jan 30, 2023

DATE


Dave Turple (Jan 26, 2023 20:15 EST)

DAVE TURPLE

01/26/2023

DATE


Virgil Nose (Jan 26, 2023 18:47 EST)

VIRGIL NOSE

01/26/2023

DATE

SCHEDULE "B"

SCHEDULE "A" TO LETTER OF UNDERSTANDING NO. 4

BETWEEN:

International Union of Operating Engineers, Local 793

("Local 793")

- and -

The Ontario Formwork Association

("The Employer Association")

WHEREAS the Employer Association members are required to make contributions on behalf of their employees to the International Union of Operating Engineers, Local 793 Training Fund (the "Training Fund") pursuant to Article 8, Schedule "B" of the Collective Agreement between The Formwork Council of Ontario and The Ontario Formwork Association (the "Collective Agreement");

NOW THEREFORE the parties agree as follows:

1. The Employer Association agrees that from and after the effective date of the Collective Agreement, the Training Fund shall continue and the Employer Association members shall make contributions in accordance with the applicable rates;
2. As of the effective date of the Collective Agreement, the Employer Association will agree to amend the Trust Agreement of the Training Fund (the "Trust Agreement") so that the Employer Association and any of the other Party Associations will no longer have the right to appoint Trustees to the Board of Trustees, and any power of appointment which they have will be transferred to Local 793, which shall appoint all of the members of the Board of Trustees;
3. The Employer Association agrees to serve notice on any Trustees appointed by the Party Association to the Trust Agreement that they are removed as Trustees of the Training Fund;
4. The Employer Association agrees that it will take all necessary steps and execute any necessary documents, including but not limited to amendments to the Collective Agreement, to effect the removal of the Employer Trustees and the power of the Party Associations to appoint any Trustees under the Trust Agreement and will consent to any variation of the Training Fund if necessary;

5. The Employer Association further agrees that if for any reason it is not immediately possible to remove all Employer Trustees from participation in the Training Fund, at the written direction of Local 793, the Employer Association shall make contributions to such new Training Trust Fund as may be designated by Local 793 where all of the Trustees are appointed by Local 793;
6. The parties agree that this Letter of Understanding forms part of the Collective Agreement and may be enforced as such.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo
Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE


Danny Verrilli (Feb 3, 2023 17:19 AST)
DANNY VERRILLI

01/28/23

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Dino Drigo
Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

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ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO

Jack Oliveira
Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

01/26/2023

DATE


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ARMANDO CAMARA

01/27/2023

DATE


Derek Melo (Jan 27, 2023 14:01 EST)

DEREK MELO

01/27/2023

DATE


Brandon MacKinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

DATE


Mike Gallagher

MIKE GALLAGHER

Jan 30, 2023

DATE


Dave Turple (Jan 26, 2023 20:15 EST)

DAVE TURPLE

01/26/2023

DATE


Virgil Nose (Jan 26, 2023 18:47 EST)
VIRGIL NOSE

01/26/2023

DATE

SCHEDULE "B"

LETTER OF UNDERSTANDING NO. 5

BENEFIT AND PENSION PLANS FOR I.U.O.E. LOCAL 793

Unless otherwise decided by the Trustees of the respective IUOE, Local 793 Health Plan and Pension Plan, the Employer shall use best efforts to implement electronic filing of Employer monthly contribution reports on or before April 30, 2019.

The Association and the Union agree to work cooperatively and to establish a standing subcommittee, of equal representation, to facilitate the implementation of the electronic filing method. This includes, but is not limited to, scheduling within 60 calendar days a contractor meeting with appropriate accounting/payroll staff in attendance to participate in a Union presentation on the electronic filing method.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo
Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023
DATE

Danny Verrilli
Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23
DATE

Dino Drigo
Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023
DATE

ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO

Jack Oliveira
Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

01/26/2023
DATE

Armando Camara
Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

01/27/2023
DATE

Derek Melo
Derek Melo (Jan 27, 2023 14:01 EST)

DEREK MELO

01/27/2023
DATE


Brandon Mackinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

DATE



MIKE GALLAGHER

Jan 30, 2023

DATE


Dave Turple (Jan 26, 2023 20:15 EST)

DAVE TURPLE

01/26/2023

DATE


Virgil Nose (Jan 26, 2023 18:47 EST)

VIRGIL NOSE

01/26/2023

DATE

SCHEDULE "B"

LETTER OF UNDERSTANDING NO. 6

WORKING COMMITTEE

Local 793 and the Ontario Formwork Association agree to form a Working Committee of a total of four (4) individuals whose initial members shall be Dave Purple, Virgil Nose, Dennis Cancian, and Mike Delle Donne to meet on a quarterly basis to review, investigate and advise on the best possible direction on the issues of cab size, seat and armrest issues, insulation in cabs and similar types of issues involving cabs.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

**ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION**

Tony DiNardo
Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE


Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

DATE

Dino Drigo
Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE

**ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO**


Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

01/26/2023

DATE


Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

01/27/2023

DATE


Derek Melo (Jan 27, 2023 14:01 EST)

DEREK MELO

01/27/2023

DATE


Brandon Mackinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

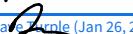
DATE



MIKE GALLAGHER

Jan 30, 2023

DATE

 [Dave Turple \(Jan 26, 2023 20:15 EST\)](#)

DAVE TURPLE

01/26/2023

DATE

 [Virgil Nose \(Jan 26, 2023 18:47 EST\)](#)

VIRGIL NOSE

01/26/2023

DATE

SCHEDULE “B”

LETTER OF UNDERSTANDING NO. 7

RE: SAFETY PROCEDURES AND PROTOCOLS FOR TOWER CRANES

WHEREAS Local 793 and the Employer Association (the “Parties”) are parties to the Provincial Formwork Agreement;

AND WHEREAS the parties recognize the importance of safety on the jobsites and the unique safety concerns specific to tower cranes;

AND WHEREAS the parties wish to undertake a process to determine what further steps may be necessary to improve safety protocols and procedures specific to tower cranes;

NOW THEREFORE the parties agree as follows:

1. The Parties agree to appoint a standing committee made up of four representatives from the Union (including one (1) member crane operator designated by the Union) and up to four representatives selected by the Ontario Formwork Association, to meet in the first three months after the implementation of this agreement.
2. The Parties agree that the purpose of this committee is to determine the most effective way of providing trauma relief straps and padded harnesses to crane operators and crane operator apprentices.
3. The Parties agree that within one year of establishing the committee, or as otherwise agreed to by the committee, they will develop acceptable language to be used throughout the industry with respect to the requirement for employers to provide trauma relief straps and padded harnesses to all crane operators and apprentices.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo
Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE


Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

DATE

Dino Drigo
Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE

ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO


Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

01/26/2023

DATE


Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

01/27/2023

DATE


Derek Melo (Jan 27, 2023 14:01 EST)

DEREK MELO

01/27/2023

DATE


Brandon Mackinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

DATE


Mike Gallagher

Jan 30, 2023

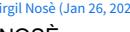
DATE


Dave Turple (Jan 26, 2023 20:15 EST)

DAVE TURPLE

01/26/2023

DATE


Virgil Nose (Jan 26, 2023 18:47 EST)

VIRGIL NOSE

01/26/2023

DATE

SCHEDULE "B"

LETTER OF UNDERSTANDING NO. 8

RE: SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN

WHEREAS the Union and the Employer are parties to a collective agreement effective May 1, 2019 to April 30, 2022 and any renewals thereof ("Collective Agreement");

AND WHEREAS the Union wishes to establish and the Employer agrees to support the establishment of the Supplementary Unemployment Benefit Plan ("SUB Plan") to provide certain monetary benefits to Union members who become unemployed and otherwise qualify under the terms of the SUB Plan;

AND WHEREAS the SUB Plan will be funded by redirecting a portion of contractor contributions that, as per the Collective Agreement, are currently being contributed to the International Union of Operating Engineers, Local 793 Members life and Health Benefit Trust of Ontario (the "Health Benefit Plan");

AND WHEREAS the Union represents and warrants that the SUB Plan will, at all times, be registered with the Canada Revenue Agency and Service Canada and comply with applicable laws, including but not limited to, the Income Tax Act (Canada); and the Employment Insurance Act;

AND WHEREAS the redirection of contractor contributions required as per the Collective Agreement to be remitted to the Health Benefit Plan to the SUB Plan is subject to the approval of the SUB Plan by both the Canada Revenue Agency and Service Canada;

AND WHEREAS the Employer is not a party to the SUB Plan and the Trust Agreement;

NOW THEREFORE the Union and the Employer (the "Parties") agree as follows:

The Parties agree the Collective Agreement is hereby amended to permit the establishment and funding of the SUB Plan as set out in this Letter of Understanding.

1. To the extent there is any conflict between the Collective Agreement and this Letter of Understanding, the terms of this Letter of Understanding shall prevail.
2. To the extent there is any conflict between the terms of the SUB Plan and the Trust Agreement, and the Collective Agreement and this Letter of Understanding, the terms of the Collective Agreement and/or Letter of Understanding shall prevail.
3. The Parties agree that the contributions made by contractors bound to the Collective Agreement will commence to be redirected from the Health Benefit Plan to the SUB Plan, in incremental increases per hour earned as follows, upon approval of the SUB Plan by both the Canada Revenue Agency and Service Canada:
 - a. within 30 days of approval of the SUB Plan by both the Canada Revenue Agency and Service Canada - \$0.05,
 - b. May 1, 2021 - \$0.05,

Subject to paragraph 13 below

The Trustees of the Health Benefit Plan shall have full discretion to ensure funding of the Health Benefit Plan on an actuarial basis and in no event shall the redirection of funds exceed \$0.50 per hour earned under the Collective Agreement.

4. The redirection of contributions in paragraph 3 shall not be construed as changing the procedure and deadlines for contractors to remit monthly contributions. The procedures and deadlines in the Collective Agreement will prevail.
5. The Parties agree the redirection of contributions from the Health Benefit Plan to the SUB plan shall not result in the reduction of any benefit entitlement to any member entitled to coverage under the Health Benefit Plan.

6. The Parties agree the SUB Plan shall be established, managed, operated and administered solely by the Trustees of the SUB Plan and that nothing herein shall be construed to make the Employer, or any individual contractor bound to the Collective Agreement, an insurer or provider of SUB Plan benefits. The financial obligation of the Employer and any individual contractor bound to the Collective Agreement is entirely fulfilled by making the contributions required to the SUB Plan according to the terms of the Collective Agreement as amended by this Letter of Understanding. The Employer or any individual contractor bound to the Collective Agreement shall not be liable to any employee or the Union for SUB Plan top-up payments.
7. The Union agrees that nothing in this Letter of Understanding shall result, directly or indirectly, in any increased costs or contribution rates to the Employer and any contractors bound to the Collective Agreement while it is effective.
8. The Parties agree any issue concerning the SUB Plan (including but not limited to eligibility to participate in, and entitlement under, the SUB Plan) shall be subject to the specific provisions of the SUB Plan. Any dispute over payment of SUB Plan benefits shall be adjusted solely between the member and the Trustees of the SUB Plan. The Employer, or any individual contractor bound to the Collective Agreement, shall not be requested or required to participate in any such dispute.
9. No individual contractor bound to the Collective Agreement shall be asked, required or permitted to sign a participation agreement, including but not limited to the Participation Agreement in Schedule "B" of the Trust Agreement, without the express written consent of the Employer.
10. Any duty, obligation or requirement in the SUB Plan and/or Trust Agreement, including but not limited to procedures for individual contractors to remit contributions to the SUB Plan and penalties for failing to do the same, shall be unenforceable against the Employer and individual contractors bound to the

Collective Agreement. This includes, but is not limited to, the deadlines for contribution remittances, procedures for remitting contributions, the powers of the Union and/or Trustees to request documents from contractors and to perform audits of individual contractors, charge interest, liquidated damages and any other penalty that may be imposed on contractors for failing to remit contributions. The provisions of the Collective Agreement in respect of any of the aforesaid matters will prevail. In the absence of any provision in the Collective Agreement, no such power on the part of the Union or the Trustees can be inferred despite the provisions of the SUB Plan or the Trust Agreement,

11. The Union agrees to save harmless and indemnify the Employer, and any Individual contractor bound to the Collective Agreement, from and against any claim, charge, tax, penalty, damages or demand which might be made upon the Employer and/or any contractors in connection with this Letter of Understanding respecting withholdings and remittances pursuant to the Income Tax Act (Canada), the Employment insurance Act, the Canada Pension Plan Act, and pursuant to any other duly recognized federal and provincial taxing authorities or statutes, and in respect of any claim, charge, tax or penalty which may be made on behalf of or related to the Canada Employment Insurance Commission and Canada Pension Commission or, any other government agency or commission under the applicable statutes and regulations with respect to any amount paid to a member under the SUB Plan, and from and against any claim of whatever nature which may be made by, on behalf of or in respect of any member in connection with the SUB Plan, including legal fees and expenses related to such claims.
12. In addition, the Union agrees to indemnify the Employer and any contractor bound to the Collective Agreement, in respect of any claims or demands by Employment and Social Development Canada ("ESDC"), or any similar governmental agency, for overpaid benefits which, according to the ESDC, should be clawed back due to the payments to a particular employee from the SUB Plan, and any interest or penalties

relating thereto and any reasonable costs or expenses incurred in defending such claims or demands.

13. The Union confirms that it is taking all reasonable steps to register and seek approval of the SUB plan with both the Canada Revenue Agency and Service Canada. The Union will be responsible for obtaining any further approval required to renew the SUB Plan with both the Canada Revenue Agency and Service Canada. Upon request, the Union will provide the Employer with proof of registration of the SUB Plan with Service Canada and/or the Canada Revenue Agency.
14. If the Canada Revenue Agency and Service Canada approval, in accordance with paragraph 13, is not received by December 31, 2020, this Letter of Understanding will become null and void.
15. Upon request, the Union or the Trustees will provide the Employer with a copy of the SUB plan or the Trust Agreement. In the event that the Union or the Trustees amend the terms of the SUB Plan or the Trust Agreement, or terminate the SUB Plan or Trust Agreement, at any time following the execution of this Letter of Understanding, the Employer shall be provided with notice, in writing, no later than 30 days prior to the effective date of the amendment or termination.
16. This Letter of Understanding is being entered into on a without precedent prejudice basis.
17. The Parties agree they may execute this Letter of Understanding in counterpart and all of the parts shall constitute the whole. Signed facsimile or .pdf copies of this Letter of Understanding are binding as if originally executed.

*Clarity Note: For Clarity, it is understood that the amount indicated at paragraph 7.06 of Appendix "B" is inclusive of the wage / total compensation package and is not in addition to.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION


Tony DiNardo
Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE


Danny Verrilli
Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

DATE


Dino Drigo
Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

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ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO


Jack Oliveira
Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

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Armando Camara
Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

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Derek Melo
Derek Melo (Jan 27, 2023 14:01 EST)

DEREK MELO

01/27/2023

DATE


Brandon MacKinnon
Brandon MacKinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

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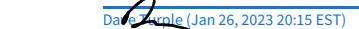
DATE


Mike Gallagher
Mike Gallagher (Jan 26, 2023 20:15 EST)

MIKE GALLAGHER

Jan 30, 2023

DATE


Dave Turple
Dave Turple (Jan 26, 2023 20:15 EST)

DAVE TURPLE

01/26/2023

DATE


Virgil Nose
Virgil Nose (Jan 26, 2023 18:47 EST)

VIRGIL NOSE

01/26/2023

DATE

SCHEDULE "C"

LABOURERS' LOCAL UNION CLASSIFICATIONS

The following classifications are the classifications applicable to employees who are members of Labourers' International Union of North America Local 183, Labourers' International Union of North America Local 183 Eastern Office, Labourers' International Union of North America, Local 183 Kingston, and Labourers' International Union of North America, Local 183 West; and of Labourers' International Union of North America, Locals 493, 506 and 506 West, 527, 607, 625, 837 and 837 West, 1036, 1059, and 1089:

(a) Group 1

Form Builders – Setters and Carpenters.

(b) Group 2

Reinforced Concrete Workers, including but not limited to:

- (i) persons engaged in placing reinforcing steel bars;
- (ii) concrete finishers;
- (iii) form builder – setter improvers;
- (iv) pre-stress concrete cable placers and installers;
- (v) post-tensioning concrete cable placers and installers.

(c) Group 3

Form Helpers, Carpenter Helpers, Labourers.

(d) **Group 4**

Working Foremen

Working Foremen shall be paid at the minimum rate of one dollar (\$1.00) per hour more than the prevailing rate of the people that they are supervising in that classification.

(e) **Group 5**

Layout Men

Layout Men shall be paid at the rate of fifty cents (.50¢) more per hour than the prevailing rate applicable to Group 1.

SCHEDULE "D (I)"

APPLICABLE TO THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL 183

ARTICLE 1 - WAGES AND CLASSIFICATIONS

1.01 The following rates shall be paid to employees according to the classifications established in Schedule "C".

| Classification | May 1, 2021 | May 20, 2022 | May 1, 2023 | May 1, 2024 |
|--|----------------|-----------------|----------------|----------------|
| a) Group 1: Form Builders - Setters, Carpenters | \$41.95 | \$43.68 | \$45.45 | \$48.36 |
| b) Group 2: Reinforced Concrete Workers, Shotcrete Workers, etc. | \$40.73 | \$42.45 | \$44.23 | \$47.14 |
| c) Group 3: Form Helpers, Carpenter Helpers, Labourers, Shotcrete Labourers | \$39.50 | \$41.23 | \$43.00 | \$45.91 |
| d) Group 4: Working Foreman Working Foremen shall be paid at the minimum rate of one dollar (\$1.00) per hour more than the prevailing rate of the people the Foreman is supervising in that classification | ---- | ---- | ---- | ---- |
| e) Group 5: Layout Men Layout Men with Total Station Training shall receive a premium of twenty-five cents (\$0.25) per hour. | \$42.49 | \$44.22 | \$45.99 | \$48.90 |
| f) Group 6: Certified Employees Certified Employees handling and directing and/or signaling of on-site material and equipment shall receive a maximum of seventy cents (\$0.75) per hour premium above Group 3 classification. | ---- | ---- | ---- | ---- |
| g) Group 7: Certified Safety Representatives Certified Safety Representatives shall receive a premium of thirty cents (\$0.30) per hour above Group 3 classification. | ---- | ---- | ---- | ---- |

ARTICLE 2 - MAINTENANCE OF EXISTING RATES

2.01 If the employer desires to provide increases in wages and/or other benefits over and above those provided in the Collective Agreement, the Employer shall negotiate and agree in writing with the Union as to such increases. If the Employer implements such increases prior to any agreement with the Union, the Employer shall pay to the Union, as liquidated damages, a sum equal to such increases paid prior to any agreement with the Union.

ARTICLE 3 - LOCAL 183 MEMBERS' VACATION PAY FUND

3.01

- (a) The parties hereto agree to pay vacation pay into a holiday and vacation pay fund, known as the "Labourers' International Union of North America, Local 183 Members' Holiday and Vacation Pay Fund", the terms for which are set out in a separate Trust Document and its amendments, which is hereby made part of this Agreement. The said Trust Fund will be jointly administered by an equal number of Management and Union Trustees.
- (b) The parties hereto acknowledge that they are familiar with the contents of the Agreement and Declaration of Trust establishing the said Local 183 Members' Holiday and Vacation Pay Fund as amended, and they agree to be bound by the terms and conditions of the said Agreement and Declaration as amended, as if original parties thereto, and as if the same formed part of this Collective Agreement. In the event that any of the terms and conditions of the said Agreement and Declaration, as amended, are in any way further altered, added to or amended, then the parties to this Collective Agreement shall be bound by the same as if original parties thereto, and as if the same formed part of this Collective Agreement.

3.02 Vacation with pay for employees shall be paid at the rate of ten percent (10%) of gross earnings.

3.03 It is understood and agreed that the portion of vacation with pay over four percent (4%) as set forth in Article 3.02 of this Schedule, is paid in lieu of statutory holiday pay.

3.04 It is understood and agreed that vacation pay payments from the Fund to employees will be paid out annually between June 1st and 15th in each year.

3.05 The Union and the Association agree, having regard to the acceptance and adoption by the Trustees of the Labourers' Local 183 Members' Vacation Pay Fund (the "Fund"), that section 4.03(o) of the Agreement and Declaration of Trust made as of January 1, 2015, establishing the said Fund be amended, as follows:

Article 4.03(o)

Any income earned by the Fund shall be applied as follows:

- i. To the payment of the expenses incurred in the administration of the Fund including but not limited to, the expenses of the Trustees, the Administrative Agent and such legal counsel, investment counsel, accounting, actuarial and clerical assistants as are employed from time to time by the Trustees;
- ii. To provide for any liability for income tax in respect of the income of the Fund, if applicable;
- iii. To the payment of Vacation Pay to the employees of a bankrupt or insolvent Employer or an Employer who no longer carries on business where the said Employer defaulted on payment to the Fund due to bankruptcy, insolvency or discontinuance of a business, at any time after the date of this agreement, on such terms, in such amounts and subject to such conditions as the Trustees may decide from time to time;
- iv. To the setting up of any reserves which the Trustees may deem appropriate;
and

- v. At the conclusion of the fiscal year end of the Fund, any surplus remaining after the application of the above items i, ii, iii and iv will be paid to the Union. In the event after the application of the above items i, ii, iii and iv a deficit exists the Union will be responsible to fund such deficit. The release of any surplus funds must be approved by the Trustees at their annual meeting and be based on audited financial statements.
- vi. Effective the first day of January, 2015 the contributing Associations to the Fund are no longer eligible for a share of the surplus nor liable for any deficits that may occur.

ARTICLE 4 - WORKING DUES

4.01 The Employer agrees to deduct from the employees' wages, as set forth in Article 1 of this Schedule, working dues in the amount of three percent (3%) of gross wages (excluding vacation pay) and to deduct 15 cents per hour for OPDC dues, and to remit said dues to Local 183 not later than the fifteenth (15th) day of the month following the month for which the deduction is made. The Employer shall use the Welfare Contribution Form for said remittance and shall note thereon the employees' names, social insurance numbers, number of hours worked, and working and OPDC dues.

ARTICLE 5 - WELFARE PLAN

5.01 The Employer agrees to pay into the Local 183 Members' Benefit Fund on behalf of each of the Employer's employees represented by Local 183 on the following basis:

- (a) Effective May 20, 2022 – \$3.75 per hour for each hour worked;
- (b) Effective May 1, 2023 – \$3.90 per hour for each hour worked; and
- (c) Effective May 1, 2024 – \$4.05 per hour for each hour worked.

5.02 Prepaid Legal

The Employer agrees to pay the sum of ten cents (\$0.10) for each hour worked by each employee represented by Local 183 to the Labourers' Local 183 Prepaid Legal Benefits Fund, jointly administered by an equal number of Employer and Union Trustees, for the purpose of providing legal benefits to such employees and their beneficiaries;

In the event that the Trustees of the LIUNA Local 183 Prepaid Legal Benefits Trust Fund determine that the contribution is insufficient to finance the prepaid legal services benefits, then the parties agree to execute amendments to the Local 183 Members' Benefit Fund trust agreement to permit the transfer of a portion of the net income of the Local 183 Members' Benefit Fund to the LIUNA Local 183 Prepaid Legal Benefits Trust Fund. No such transfer of the Local 183 Members' Benefit Fund Income shall in any way impair the viability of the Local 183 Members' Benefit Fund.

The Employer shall remit contributions to the LIUNA Local 183 Prepaid Legal Benefits Trust Fund monthly, together with a duly-completed Employers' report form, by the fifteenth (15th) day of the month following the month for which the payment is due.

5.03 The parties hereto acknowledge that they are familiar with the contents of the Agreement and Declaration of Trust establishing the said Local 183 Members' Benefit Fund and they agree to be bound by the terms and conditions of the said agreement and declaration as if original parties thereto and as if the same formed part of this collective agreement. In the event any of the terms and conditions of the said Agreement and Declaration are in any way altered, added to or amended, then the parties to this Collective Agreement shall be bound by the same as if original parties thereto and as if the same formed part of this Collective Agreement.

5.04 Local 183 Members' Benefit Fund

Local 183 and the Association agree to amend Section 8.01 of the Agreement of Declaration and Trust made as of October 1, 1980, as amended, establishing the Local

183 Members' Benefit Fund to provide that, with respect to the amendment of the Trust Agreement by the Union and the Party Associations, the Trust Agreement may be amended by the mutual agreement of the Union and at least sixty percent (60%) of the Party Associations provided that if the Trust Agreement is so amended by agreement involving at least sixty percent (60%) but less than one hundred percent (100%) of the Party Associations, any Association which claims it will suffer undue hardship as a result of such amendment may refer the issue to an Arbitrator appointed by mutual agreement, in which case the Arbitrator shall have the authority to rescind the amendment if the grieving Association can substantiate its claim of undue hardship. If the parties cannot agree upon an Arbitrator, the Office of Arbitration will be asked to appoint an Arbitrator for them.

5.05 Long Term Care

The Employer agrees to pay the amount of sixty cents (\$0.60) per hour worked by each employee represented by Local 183 into the Local 183 Members' Benefit Fund for the purpose of purchasing benefits for Long Term Care.

5.06 Retiree Benefits

- (a) Effective May 20, 2022 the Employer agrees to pay the amount of \$1.10 per hour worked and effective May 1, 2023 \$1.20 per hour worked and effective May 1, 2024 \$1.30 per hour worked by each employee represented by Local 183 to the Universal Workers Union Local 183 Retiree Benefit Trust Fund (the "Retiree Benefit Fund") for the purpose of purchasing benefits as contemplated by the Agreement and Declaration of Trust establishing the said Retiree Benefit Fund.
- (b) The Employer shall remit such contributions to the Local 183 Members Benefit Fund monthly, together with a duly completed Employer's Report Form by the fifteenth (15th) day of the month following the month for which the payment is due for payment by the Local 183 Members Benefit Fund to the said Retiree Benefit Fund.

ARTICLE 6 - PENSION PLAN - CENTRAL AND EASTERN CANADA ORGANIZING FUND (CECOF)

6.01 The Employer shall pay on behalf of each of the Employer's employees represented by Local 183 into the Labourers' Pension Fund of Central and Eastern Canada on the following basis:

- (a) Effective May 20, 2022 – \$9.45 per hour for each hour worked;
- (b) Effective May 1, 2023 – \$9.50 per hour for each hour worked.
- (c) Effective May 1, 2024 – \$9.55 per hour for each hour worked.

6.02 The parties hereto acknowledge that they are familiar with the contents of the Agreement and Declaration of Trust establishing the said Labourers' Pension Fund of Central and Eastern Canada and they agree to be bound by the terms and conditions of the said Agreement and Declaration as if original parties thereto and as if the same formed part of this Collective Agreement. In the event any of the terms and conditions of the said Agreement and Declaration are in any way altered, added to or amended, then the parties to this Collective Agreement shall be bound by the same as if original parties thereto and as if the same formed part of this Collective Agreement.

6.03 The Employer agrees to contribute on behalf of each of the Employer's employees represented by Local 183 the following amounts for each hour worked to the Central and Eastern Canada Organizing Fund (CECOF)

Effective May 2, 2015 the Employer shall pay \$0.25

6.04 Pension and CECOF contributions shall be sent to the Labourers' Pension Fund of Central and Eastern Canada, P.O. Box 9002, Lakeshore West PO, Oakville, Ontario, L6K 0G1. The Employer may remit both these contributions on one (1) monthly cheque. Payments into the Fund are to be made by the fifteenth (15th) day of the month following the month for which the hours were worked.

6.05 The Employer agrees to pay effective May 20, 2022, \$0.20 cents for each hour worked to the Local 183 Promotional Benefits Fund but nevertheless forwarded to the Members' Benefit Trust Fund for administration purposes. The Employer further agrees to pay effective May 1, 2023, \$0.20 cents for each hour worked to the Local 183 Promotional Benefits Fund, and effective May 1, 2024, \$0.20 cents for each hour worked to the Local 183 Promotional Benefits Fund but nevertheless forwarded to the Members' Benefit Trust Fund for administration purposes.

6.06 If the Labourers Pension Fund of Central and Eastern Canada is unable to accept the contributions, including for employees over the age of 71 or working while also receiving a pension, then the Employer shall pay an equivalent amount into a non-pension fund as designated by Local 183 and/or the Pension Fund Administrator on the employee's behalf.

ARTICLE 7 - INDUSTRY FUND

7.01

- (a) Effective May 20, 2022, the Employers agree to contribute thirty cents (\$0.30) per hour for each hour worked by all employees covered by this Agreement to the Industry Fund. The Employers further agree to pay effective May 1, 2023, forty cents (\$0.40) for each hour worked by all employees covered by this Agreement to the Industry Fund, and effective May 1, 2024, fifty cents (\$0.50) for each hour worked by all employees covered by this Agreement to the Industry Fund.
- (b) The Employers agree to contribute five cents (\$0.05) per hour for each hour worked by all employees covered by this Agreement towards an Industry Liaison Fund.

7.02

- (a) The Employers agree to remit the contribution required under Article 7.01 hereof to the Union not later than the fifteenth (15th) day of the month following the month for which the contribution is due.

- (b) It is agreed that Employers shall use the Welfare Contribution Form (or such other form as is specified by the Union or any one of the Local Unions to which Schedule "E" applies) for the calculation and remittance of the Industry Fund contribution.
- (c) The Union or its Administrator will provide monthly reports to the Association outlining the name of the Employer, the hours worked and the amount paid. In the event no such contributions are received, the Union shall forward a "Nil" report to the Association.
- (d) The Union agrees to use its grievance procedures to collect Industry Fund contributions, where applicable, for work performed under this Schedule.

7.03 The Union agrees that these sums, which represent each Employer's contribution to the cost of negotiating and administering this Agreement, shall be forwarded to the Association on a monthly basis.

7.04 The Association agrees to notify the Union of any changes in the Industry Fund.

ARTICLE 8 - MEMBERS TRAINING FUND

8.01 The Employer agrees to pay the sum of \$0.25 per hour for each employee coming within the jurisdiction of this Collective Agreement into the Local 183 Members' Training and Rehabilitation Fund.

These payments, together with a duly-completed Employer Report Form, are to be remitted by the fifteenth (15th) day of the month following the month for which payments are due. It is understood that the Fund will be jointly administered by an equal number of Management and Union Trustees for the purpose of establishing a training program in order to upgrade and improve the skills of Local 183 members.

It is also understood that the Association shall have the right to have at least one (1) representative on the Board of Trustees.

8.02 The parties hereto acknowledge that they are familiar with the contents of the Agreement and Declaration of Trust establishing the said Local 183 Members' Training and Rehabilitation Fund and they agree to be bound by the terms and conditions of the said Agreement and Declaration as if original parties thereto and as if the same formed part of this Collective Agreement. In the event any of the terms and conditions of the said Agreement and Declaration are in any way altered, added to or amended, then the parties to this Collective Agreement shall be bound by the same as if original parties thereto and as if the same formed part of this Collective Agreement.

8.03 Local 183 and the Association agree to amend Section 8.01 of the Agreement and Declaration of Trust made as of the 1st day of May, 1977 establishing the Labourers' Local 183 Members' Training and Rehabilitation Fund, as amended, so that it provides as follows:

Section 8.01

"Except as otherwise provided for, this Agreement may only be amended by an instrument in writing under seal, properly executed by the Union and at least sixty percent (60%) of the Associations. Each such amendment shall be by an instrument in writing fixing the effective date of such amendments, and a copy shall be forwarded to the principal office of the Fund.

If the Trust Agreement is so amended by agreement involving at least sixty percent (60%) but less than one hundred percent (100%) of the Associations, any Association which claims that it will suffer undue hardship as a result of the amendment may refer the issue to an Arbitrator appointed by mutual agreement, in which case the Arbitrator shall have the authority to rescind the amendment if the grieving Association can substantiate the claim of undue hardship. If the parties cannot agree upon an Arbitrator, the Office of Arbitration will be asked to appoint an Arbitrator for them."

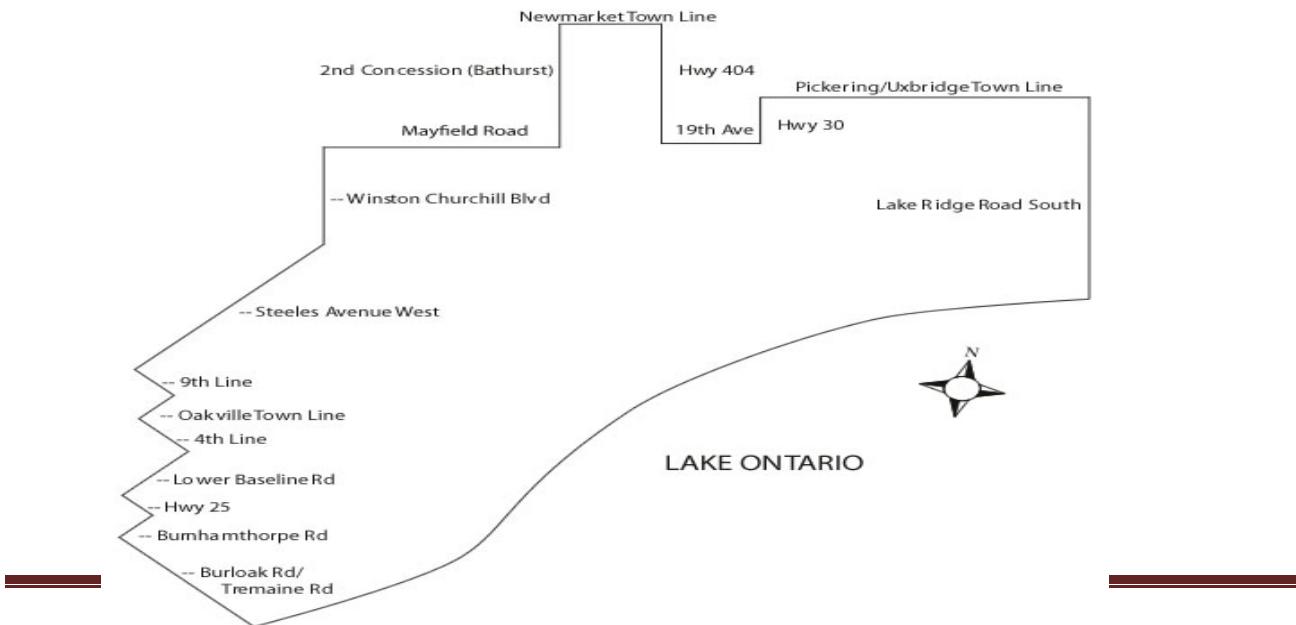
ARTICLE 9 - PARKING, TRAVELLING AND ROOM AND BOARD ALLOWANCES

9.01 Whenever employees covered by this Schedule are required to be away from their normal place of residence overnight, the Employer agrees to pay \$100.00 per day to cover room and board, or alternately the Employer will provide, at the Employer's own expense, suitable room and board accommodation for the employees.

9.02 The parties agree that the Free Travel Zone shall be as follows:

FREE TRAVEL ZONE

A line on the *West* running from Lake Ontario *North* on Burloak Road/Tremaine Road to Burnhamthorpe Road; *East* to Highway 25; *North* to Lower Baseline Road; *East* to 4th Line; *South* to the Oakville Town Line; *East* to 9th Line; *North* to Steeles Avenue West; *East* to Winston Churchill Boulevard; *North* to Mayfield Road; *East* to Albion-Vaughan Road; *North* to King Road; *East* to 2nd Concession (Bathurst Street); *North* to the northern Newmarket Town Line; *East* to Highway 404; *South* to 19th Avenue; *East* to Highway 30; *North* to the Pickering/Uxbridge Town Line; *East* to Lake Ridge Road South; and *South* to Lake Ontario. Outside the Free Travel Zone the daily rate is \$13.00 per day.



9.03 Notwithstanding the above, no travel allowance will be payable if the employee's job site is located in the same city or township in which the employee resides.

9.04 On projects falling within the area *{bounded on the west by the east side of Keele Street; bounded on the north by Steeles Avenue; bounded on the east by the west side of Mount Pleasant south to Bloor and then the west side of the Don Valley Parkway; and on the south by the north shore of Lake Ontario}* employees will be paid a daily parking reimbursement to a maximum of \$10.00 per day worked. Where requested by the Employer, employees will provide parking receipts in support of such reimbursement. Daily parking reimbursement will not be paid where the Employer provides parking or where the Employer provides transportation to and from the above-noted parking reimbursement zone. It is agreed and understood that under the above conditions the Employer has the right to designate the parking facility.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

10.01 The hours of work of employees shall be eight (8) hours per day, Monday to Friday inclusive, and shall be worked between the hours of 7:00 a.m. and 6:00 p.m. Working hours outside the scope of these times may be changed only by mutual consent of the Employer and the Union.

10.02 All work performed in excess of eight (8) hours per day shall be paid for at one and one-half (1½) times the employee's regular hourly rate.

10.03

(a) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked prior to 7:00 o'clock in the morning or after 6:00 p.m. in the evening in any day, notwithstanding that the employee has not already completed a full day's work.

(b) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked on Saturday and two (2) times the regular straight time hourly rate shall be paid for hours worked on a Sunday and on holidays save and except for shift work.

10.04 In the event an Employer fails to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, as liquidated damages, a sum equal to ten percent (10%) of the amount which the Employer has failed to pay on account of overtime.

10.05 Any employee working in the capacity of cement finisher who commences work before 12:00 noon of any day shall only receive the overtime premium after the employee has completed eight (8) hours of work, notwithstanding the overtime provisions of this Agreement.

ARTICLE 11 - HIRING OF EMPLOYEES

11.01 In the event that the Employer requests from the Union a worker in a specific classification, the referral slip shall duly note such classification thereon; however, in the event that the Employer requests a referral slip for an employee whom it wishes to hire or requests that the Union send a named person to perform work for it, the classification of such person will not be noted on the employee's referral slip.

If a person works for the Employer without obtaining and presenting the required referral slip, the Employer shall pay to the Union, as liquidated damages, a sum equal to the gross wages paid to such employee prior to the employee's obtaining and presenting the required referral slip.

11.02 In the event the employer requires workers, it shall call the Union before 3:00 p.m. the day prior to needing said workers and if the Union cannot fill the request by normal starting time the next day, then the employer is free to hire such labour as is available, but hiring date, name and address to be given to the Union by fax before hiring, and as a

condition of employment the worker shall become a member in good standing in the Union within 15 working days. Membership in the Union shall not be unreasonably denied.

ARTICLE 12 - COMPOSITE CREW

12.01 Notwithstanding anything to the contrary contained in Article 17 of the Agreement, should an Employer sublet any portion of the concrete forming construction work, the Employer shall sublet all the phases of such construction work at the project to the same formwork subcontractor who is in contractual relations with the Union in recognition of the benefits derived from the employment of such contractors of composite, multi-skilled crews who perform all phases of the concrete forming construction work save and except for the following:

- (a) the rubbing of concrete which shall be subcontracted to subcontractors who are in contractual relations with the Union;
- (b) the final pulling of tendons in connection with post-tensioning work;
- (c) the rod work portion of the work falling within the scope of this Agreement which shall be subcontracted to subcontractors who are in contractual relations with the International Association of Bridge, Structural and Ornamental Ironworkers, Local 721, pursuant to Article 17.02(a) of the Agreement and which may be subcontracted to subcontractors who are in contractual relations with the International Association of Bridge, Structural and Ornamental Iron Workers, Local 721, pursuant to Article 17.02(b) of the Agreement;
- (d) Layout work which shall be subcontracted to subcontractors who are in contractual relations with the Union.

ARTICLE 13 - WORKING GLOVE ALLOWANCE

13.01 The Steel Installers shall receive an allowance of \$20.00 per month from the Employer for the sole purpose of purchasing working gloves.

LETTER OF UNDERSTANDING NO. 1

REMITTANCES AND CONTRIBUTIONS

The parties agree that, during the lifetime of this Agreement, the Union shall have the right at any time to require the Employer to change the amount of contributions to any of the Funds established by this Collective Agreement, other than the Vacation Pay Fund and the Industry Fund, by transferring any portion of the total contributions, remittances and/or wage rates required to be made to any particular Fund or employee to any other Fund provided that there shall be no increase in the total monetary package required to be made or paid under this Agreement.

It is understood that, should the Union transfer any portion of the wage rate required to be paid under this Collective Agreement to any of the Funds established by this Collective Agreement, such portion so transferred shall be subject to Vacation Pay contributions, as if it remained part of the wage rate.

The parties agree that this Letter forms part of the Collective Agreement binding upon them and may be enforced as such.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo
Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE


Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

DATE

Dino Drigo
Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE

ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO


Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

01/26/2023

DATE


Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

01/27/2023

DATE


Derek Melo (Jan 27, 2023 14:01 EST)

DEREK MELO

01/27/2023

DATE


Brandon Mackinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

DATE



MIKE GALLAGHER

Jan 30, 2023

DATE


Dave Purple (Jan 26, 2023 20:15 EST)

DAVE PURPLE

01/26/2023

DATE


Virgil Nose (Jan 26, 2023 18:47 EST)

VIRGIL NOSE

01/26/2023

DATE

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

The Ontario Formwork Association

(the "Association")

- and -

Labourers' International Union of North America, Local 183

(the "Union")

INDUSTRY DEVELOPMENT FUND

The Association and the Union agree to form a Sub-Committee in order to establish an Industry Development Fund which shall be managed and/or trusteeed by participating Employer Associations. The Sub-Committee will be made up of representatives of Local 183, the Association and other interested Employer Associations to review and determine the governance of the Fund, its terms of reference and the amount to be contributed per hour, subject to final approval by the Association.

The parties agree that this Letter of Understanding forms part of the Collective Agreement which is binding upon them and is enforceable as such.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo

Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE



Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01 /28/23

DATE

ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO



Jack Oliveira (Jan 26, 2023 18:30 EST)

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01/26/2023

DATE



Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

01/27/2023

DATE

Dino Drigo

Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

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DATE



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DEREK MELO

01/27/2023

DATE



Brandon Mackinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

DATE



MIKE GALLAGHER

Jan 30, 2023

DATE



DAVE TURPLE

01/26/2023

DATE



Virgil Nose (Jan 26, 2023 18:47 EST)

VIRGIL NOSE

01/26/2023

DATE

LETTER OF UNDERSTANDING NO. 3

ENFORCEMENT SYSTEM

I. EXPEDITED ARBITRATION

1. (a) Arbitrator

Larry Steinberg, George Surdykowski and Michael Horan agreeable to both parties.

(b) Expedited Arbitration Procedure

(i) The term "Grievance", whenever used in this Enforcement System, shall mean a grievance concerning the interpretation, application, administration or alleged violation of a provision of the Collective Agreements, including but not limited to: payment for hours worked; rates of pay; overtime premiums; traveling expenses; room and board allowances; reporting allowances; pension; welfare; industry fund and any other funds, dues or other form of compensation payable to or on behalf of an employee and/or the Union.

(ii) Any party bound by this Enforcement System may initiate the Expedited Arbitration process by service of a Grievance, in writing, by facsimile transmission, registered mail or courier (including Canada Post Courier) and regular mail on the affected Employer. Service shall be deemed to be achieved if the Grievance is received at the last known address of the Employer; whether listed in the original Collective Agreement or not, or at an alternate address for which written notification has been forwarded to the Union.

(iii) The Union may refer any Grievance concerning a violation of the Collective Agreement to Expedited Arbitration. Notice of such referral to Expedited Arbitration shall be served by facsimile transmission, registered mail, regular mail or courier (including Canada Post Courier) upon the Employer, Association and the Arbitrator.

(iv) Service shall be effective on receipt, if facsimile transmission, courier, registered mail or regular mail is used and all parties shall be deemed to have been properly notified.

(v) The Arbitrator shall commence the Expedited Arbitration Hearings no sooner than five (5) days from the date of service of the Referral to Expedited Arbitration. Counsel, if retained by a party, must be able to accommodate the hearing schedule as set by the Arbitrator. Adjournments will not be granted because of the unavailability of counsel, for business demands or because a party asks for additional time to prepare.

(vi) Subject to the discretion of the Arbitrator the Expedited Arbitration Hearings shall be held at the Union offices, and may be scheduled by the Arbitrator to commence after normal business hours, including Saturdays and Sundays.

(vii) Where the Arbitrator finds the Employer in breach of the Collective Agreement, the Arbitrator shall order the Employer to pay all amounts owing with respect to violations of the Collective Agreement. For the following specific types of violations, the following terms will apply:

(a) For payment of hours of work, rates of pay, overtime, premiums, travel expenses, room and board allowances the following shall apply. Where the Grievance is commenced within ninety (90) days after the circumstances giving rise to the Grievance became known or ought reasonably to have become known to the affected employee(s), the Arbitrator shall award the affected employee(s) recovery of one hundred percent (100%) of the unpaid amounts.

(b) For payments in respect of Welfare, Pension, Prepaid Legal, Health and Safety, Training, Union dues, Working dues and Industry Fund or any other fund referred to in the Collective Agreement and any interest or penalty payments provided for in the Collective Agreement, the Arbitrator shall always award recovery of one hundred percent (100%) of the unpaid amounts.

(viii) The Arbitrator shall not have the jurisdiction to apply any principles of estoppel or waiver to reduce any amounts payable by the Employer except in cases of the interpretation of the Collective Agreement referred to in the applicable Collective Agreements in respect to such violations.

(ix) In addition to all amounts established above, where the Arbitrator finds the Employer in breach of the Agreement, the Employer must pay an amount equivalent to ten percent (10%) of the amount of the award as damages payable to the Union except in cases of the interpretation of the Collective Agreement.

(x) In addition to all other amounts referred to in the Enforcement System and/or the respective Collective Agreement, the Arbitrator may order the Employer found in breach of the Collective Agreement:

(a) to pay the entirety of the Arbitrator's costs in accordance with the fee schedule.

(xi) The Arbitrator shall have the power to make the Arbitrator's costs (fees and expenses) an Award or part of an Award, to be payable to the Union, and/or the Association equally in trust.

(xii) (a) This arbitration process shall be in addition to and without prejudice to any other procedures and remedies that the parties may enjoy, including application to a Court; or the Ontario Labour Relations Board pursuant to section 96 of the *Labour Relations Act, 1995*, as amended, or the *Construction Lien Act*; or any other operative legislation, provided under any Collective Agreement.

(b) Any Grievance concerning the interpretation, application, administration or alleged violation of the Collective Agreement may be processed through the grievance/arbitration procedure outlined in the Collective Agreement or under this Expedited System or referred to arbitration pursuant to section 133 of the *Labour Relations Act, 1995*.

(c) Where a Grievance has been properly referred to under the procedures provided for in this Enforcement System, it is understood and agreed that all of the parties shall be deemed to have waived any right to refer the Grievance to arbitration under section 133 of the *Labour Relations Act, 1995*, or pursuant to the appropriate Articles of the Collective Agreement and any such referral shall be null and void.

(d) In the alternative, should a Grievance which has been, or could have been, referred to arbitration under this System be referred to arbitration under section 133 of the *Labour Relations Act, 1995*, or under the appropriate Articles of the Collective Agreement, and should the Ontario Labour Relations Board or any other Arbitrator determine it has jurisdiction, then the parties agree that the terms of this Enforcement System form part of the Collective Agreement and will be applied as such and will be varied solely to reflect the different method of referral.

(xiii) At Expedited Arbitration, the Arbitrator shall not have the power to alter or change any of the provisions of this Enforcement System or substitute any new provisions for any existing provisions nor give any decision inconsistent with the provisions of this Enforcement System and the Collective Agreement.

II. UNION INVESTIGATION COMMITTEE

1. The Union shall establish a Union Investigation Committee consisting of the following persons:

(a) the Business Manager or the Manager's designate: and

- (b) the Sector Co-Ordinator or the Co-Ordinator's designate; and
- (c) the Union Legal Co-Ordinator.

2. The Union Investigation Committee shall meet, as necessary, to investigate any complaint that the Union Business Representative(s) or Union Member(s) have agreed to and/or condoned violations of the Collective Agreement or otherwise failed to take appropriate action or acted inappropriately in dealing with violations of the Collective and/or Enforcement System.

3. The Union Investigation Committee shall have the power to recommend that charges under the Union Constitution be brought against the Union Business Representative(s) and/or Union Member(s) in respect of allegations brought to its attention.

4. The Union Investigation Committee shall prepare a report of the results of any investigation of complaints including its' conclusions as to the validity of the complaints and any action taken to deal with the matter raised.

5. A copy of the Report prepared by the Union Investigation Committee will be provided to the Labour-Management Joint Committee.

6. In the event that the Labour-Management Joint Committee is not satisfied with the report of the Union Investigation Committee, in that it is not satisfied with the appropriateness of the Union's response, or is deadlocked over the issue, any member of the Labour-Management Joint Committee may refer a complaint to the Arbitrator for a determination.

7. Any reports or investigations are to be strictly confidential and are to be used only in reference to this Article II herein.

III. LABOUR-MANAGEMENT JOINT COMMITTEE

1. The Labour-Management Joint Committee shall be established consisting of the following persons:

- (a) the Business Manager or the Manager's designate; and
- (b) the Sector Co-Ordinators or their designates; and
- (c) a representative designated by the Ontario Formwork Association.

2. A quorum of the Labour-Management Joint Committee shall be three (3) duly-appointed members of their proxies.

3. The Labour-Management Joint Committee will meet to discuss matters of joint interest including the interests of the industry, problem solving, monitoring and

evaluating compliance with the Collective Agreements and this Enforcement System as necessary and/or within seven (7) working days of notice in writing of a request for a meeting by any member of the Committee. The Union Business Manager shall schedule all such meetings after consultations with other Labour-Management Joint Committee Members.

4. Decisions of the Labour-Management Joint Committee shall be taken by consensus and with the unanimous support of all members of the Committee.

5. In the event the Labour-Management Joint Committee is unable to agree in a course of action to deal with the matter, the Arbitrator shall attempt to mediate any disagreement. Failing resolution of the matter at mediation, the Arbitrator shall cast a deciding vote. Except as provided in Part II, the Labour-Management Joint Committee shall not have any power to alter or change any of the provisions of this Enforcement System or the Collective Agreement or substitute any new provision for any existing provision thereof.

6. Except as provided for in Part II, the Labour-Management Joint Committee may augment and improve this Enforcement System only upon unanimous agreement of the Committee Members. The casting vote of the Arbitrator shall not apply to any issues involving any such improvement to the Enforcement System. The Labour-Management Joint Committee shall not have the power to derogate in any material fashion from this Enforcement System.

7. The Labour-Management Joint Committee shall have no power to order the Union, its Business Representatives and/or its members to post a bond or Letter of Credit to secure payment of damages or levies or impose discipline, fines, suspensions or expulsion. Such proceedings must occur under the Union Constitution. Any complaint that may warrant such remedial action may be initiated by any party in writing to the Union Investigation Committee.

8. The Labour-Management Joint Committee may initiate proceedings before the Ontario Labour Relations Board on Behalf of the Union and the Ontario Formwork Association to compel compliance with the Collective Agreement and this Enforcement System, in circumstances where it is satisfied that there is a deliberate concerted effort to undermine, evade and/or avoid the provisions of the Collective Agreement and this Enforcement System.

IV. ARBITRATOR RETENTION OF JURISDICTION

In furtherance of the jurisdiction of the Labour-Management Joint Committee to monitor and evaluate compliance with the Collective Agreement and this Enforcement System, the parties agree that the Labour-Management Joint Committee shall undertake an investigation and evaluation of all issues raised relating to compliance with the Collective Agreement and relating to the elements of this Enforcement System. The

Labour-Management Joint Committee may recommend amendments to the Enforcement System to the parties as part of this review. The parties agree to meet and discuss any such recommendations, and where the parties agree they may amend this Enforcement System.

The Parties agree that this Letter forms part of the Collective Agreement and may be enforceable as such.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo

Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE



Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

DATE

Dino Drigo

Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE

ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO



Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

01/26/2023

DATE



Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

01/27/2023

DATE



Derek Melo (Jan 27, 2023 14:01 EST)

DEREK MELO

01/27/2023

DATE



Brandon Mackinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

DATE



MIKE GALLAGHER

Jan 30, 2023

DATE



Dave Turple (Jan 26, 2023 20:15 EST)

DAVE TURPLE

01/26/2023

DATE



Virgil Nose (Jan 26, 2023 18:47 EST)

VIRGIL NOSE

01/26/2023

DATE

LETTER OF UNDERSTANDING NO. 4

BETWEEN:

The Ontario Formwork Association

(the "Association")

- and -

Labourers' International Union of North America, Local 183

(the "Union")

WHEREAS the parties are jointly committed to a safe and healthy work environment and recognize the importance of appropriate training to ensure that employees have the requisite knowledge to work in a healthy and safe manner; and

WHEREAS the parties wish to ensure the employees benefit from Occupational Health and Safety training appropriate to their work industry; and

WHEREAS the parties have agreed to include a certification requirement as a condition of employment in Article 11.07 of this Collective Agreement; and

WHEREAS the parties wish to provide transition provisions to ensure that the application of Article 11.07 of the Collective Agreement does not cause a hardship for employees or the Employer;

NOW THEREFORE, the parties agree as follows:

1. By no later than July 1, 2010, the Employer shall complete an inventory of each employee's health and safety certificate status;
2. Within sixty (60) days of completing the inventory, the Employer shall notify each employee in writing, with a copy to the Union, of which certifications the employee is required to obtain or to maintain current;
3. The employee shall be required to obtain the identified certification(s) on the employee's own time, but in the event that the Employer fails to provide the requisite written notice, the Employer shall pay the employee the employee's regular hourly rate for each hour spent taking the required courses;
4. Each employee shall obtain the required certification(s) as identified by the Employer prior to commencing work on or after April 1, 2011. Each employee

shall be required to carry with him in the workplace proof of certification in WHMIS and Fall Protection, as required by the *Occupational Health & Safety Act*;

5. Commencing with the construction season on April 1, 2011, the Union agrees that it shall not dispatch persons to work for an Employer who have not obtained the certification(s) required for the type of work to be performed and the Employer agrees not to employ persons who have not obtained such certification(s).
6. After April 1, 2011, if an Employer is required to hire a new employee to the high-rise residential sector in accordance with the provisions of this Agreement, the Union shall issue a referral slip in accordance with Article 3.B and the employee must attend the Health and Safety Program to be developed by the Association after being hired and attain a certificate of program completion on the employee's own time.
7. Nothing in this Agreement can be taken to abrogate the responsibilities of the Employer, the Union, or the employee pursuant to the provisions of the *Occupational Health and Safety Act*.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo
Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE


Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

DATE

Dino Drigo
Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE

ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO


Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

01/26/2023

DATE


Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

01/27/2023

DATE


Derek Melo (Jan 27, 2023 14:01 EST)

DEREK MELO

01/27/2023

DATE


Brandon Mackinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

DATE



MIKE GALLAGHER

Jan 30, 2023

DATE


Dave Turple (Jan 26, 2023 20:15 EST)

DAVE TURPLE

01/26/2023

DATE


Virgil Nose (Jan 26, 2023 18:47 EST)

VIRGIL NOSE

01/26/2023

DATE

LETTER OF UNDERSTANDING NO. 5

BETWEEN:

The Ontario Formwork Association

(the "Association")

- and -

The Formwork Council of Ontario

(the "Union")

RE: Name of Universal Workers' Union, LIUNA Local 183 ("Local 183")

The Parties agree that, during the term of the Collective Agreement, Local 183 has the right to, and may, change its name.

The Employer agrees that upon written notice from Local 183 that it has formally changed its name, Local 183, under its new name, will enjoy all status, rights, obligations, and privileges under this Collective Agreement and otherwise, and shall be recognized by the Employer as the same union as under its previous name.

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

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION


Tony DiNardo
Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE


Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

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Dino Drigo
Dino Drigo (Jan 27, 2023 11:08 EST)

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ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO


Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

01/26/2023

DATE


Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

01/27/2023

DATE


Derek Melo (Jan 27, 2023 14:01 EST)

DEREK MELO

01/27/2023

DATE


Brandon Mackinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

DATE


Mike Gallagher

MIKE GALLAGHER

Jan 30, 2023

DATE


Dave Turple
Dave Turple (Jan 26, 2023 20:15 EST)

DAVE TURPLE

01/26/2023

DATE


Virgil Nose
Virgil Nose (Jan 26, 2023 18:47 EST)

VIRGIL NOSE

01/26/2023

DATE

LETTER OF UNDERSTANDING NO. 6
Unpaid Monthly Union Dues

Between:

THE ONTARIO FORMWORK ASSOCIATION

-and-

THE FORMWORK COUNCIL OF ONTARIO

WHEREAS the Ontario Formwork Association and the Formwork Council of Ontario are parties to a Provincial collective agreement in effect from May 1, 2016 to April 30, 2019 ("the Collective Agreement");

AND WHEREAS Article 3 of the Collective Agreement requires that all employees be members of the International Union of Operating Engineers, or the Labourers' International Union of North America ("LIUNA") prior to commencing employment and maintain such membership within the bargaining unit,

AND WHEREAS Article 3.B provides that LIUNA, or its affiliated local unions, may refuse to issue a referral slip to any employee who is not a member in good standing and that each employee in the bargaining unit must, as condition of employment, have their regular monthly dues and any required working dues checked off from their pay and remitted to the Union;

AND WHEREAS LIUNA Local 183 has indicated its intention to file grievances against certain employers bound to the Collective Agreement if they are employing persons who are not members of LIUNA in good standing as a result of their failure to pay their monthly Union dues, and the Ontario Formwork Association and its members wish to avoid the disruption to their jobsites which could be caused by such grievances;

NOW THEREFORE the parties agree as follows:

- 1) This Letter of Understanding applies only to members of LIUNA working with the geographic jurisdiction of LIUNA Local 183 ("Local 183").

- 2) In addition to the monthly dues and working dues set out in Article 3.B(ii) of the Collective Agreement, the Employer will, upon receiving written notice from Local 183, deduct from the employee's next regular pay any outstanding monthly Union dues. When making such a request Local 183 will provide such information so as to properly identify the employee and the amount of dues owing.
- 3) The Employer shall, when remitting such dues, name the employee and their social insurance numbers from whose pay such deductions have been made.
- 4) Local 183 agrees to follow the process set out above prior to filing a grievance requesting that a regular employee be terminated from employment due to the failure to pay Union dues.
- 5) The parties agree that this Letter of Understanding modifies the Collective Agreement.
- 6) This Letter of Understanding will be in effect from signing until, and is enforceable as part of the Collective Agreement, April 30, 2022 and as renewed for the period May 1, 2022 to April 30, 2025. Notwithstanding the foregoing, in collective bargaining for the renewal of the Collective Agreement for the period of May 1, 2019 to April 30, 2022, the parties will discuss whether the provisions in this Letter of Understanding should be included into the renewal collective agreement as part of Article 3.B.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo

Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE



Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

DATE

Dino Drigo

Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE



Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

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Dino Drigo (Jan 27, 2023 11:08 EST)

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01/27/2023

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Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE

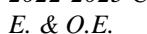


Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE



Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO



Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

01/26/2023

DATE



Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

01/27/2023

DATE



Derek Melo (Jan 27, 2023 14:01 EST)

DEREK MELO

01/27/2023

DATE



Brandon Mackinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

DATE



MIKE GALLAGHER

Jan 30, 2023

DATE



Dave Turple (Jan 26, 2023 20:15 EST)

DAVE TURPLE

01/26/2023

DATE



Virgil Nose (Jan 26, 2023 18:47 EST)

VIRGIL NOSE

01/26/2023

DATE

LOCAL 183 FORMWORK WAGE AND BENEFIT SCHEDULE SUMMARY
 MAY 20, 2022 - APRIL 30, 2025

FORMWORK WAGES CLASSIFICATIONS AND BENEFITS SUMMARY

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY -10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO FUND | TOTAL PACKAGE | WORKING DUES | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
|-------------------------------|----------------|-------------|--------------------|---------|----------------|--------------|---------|----------|---------------|--------|------------|---------------|--------------|-----------------|---------------|---------------------|
| Group 1 - Form Builders, etc. | 2021-05-01 | \$41.95 | \$4.20 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$61.50 | 3% | \$0.15 | \$0.18 | \$61.68 |
| | 2022-05-20 | \$43.68 | \$4.37 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$63.75 | 3% | \$0.15 | \$0.30 | \$64.05 |
| | 2023-05-01 | \$45.45 | \$4.55 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$66.00 | 3% | \$0.15 | \$0.40 | \$66.40 |
| | 2024-05-01 | \$48.36 | \$4.84 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$69.50 | 3% | \$0.15 | \$0.50 | \$70.00 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY -10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO FUND | TOTAL PACKAGE | WORKING DUES | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
|--|----------------|-------------|--------------------|---------|----------------|--------------|---------|----------|---------------|--------|------------|---------------|--------------|-----------------|---------------|---------------------|
| Group 2 - Reinforced Concrete Workers, Shotcrete workers, etc. | 2021-05-01 | \$40.73 | \$4.07 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$60.15 | 3% | \$0.15 | \$0.18 | \$60.33 |
| | 2022-05-20 | \$42.45 | \$4.25 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$62.40 | 3% | \$0.15 | \$0.30 | \$62.70 |
| | 2023-05-01 | \$44.23 | \$4.42 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$64.65 | 3% | \$0.15 | \$0.40 | \$65.05 |
| | 2024-05-01 | \$47.14 | \$4.71 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$68.15 | 3% | \$0.15 | \$0.50 | \$68.65 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO FUND | TOTAL PACKAGE | WORKING DUES | EMPLOYEE DEDUCTIONS | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
|--|----------------|-------------|---------------------|---------|----------------|--------------|---------|----------|---------------|--------|------------|---------------|--------------|---------------------|-----------------|---------------|---------------------|
| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO FUND | TOTAL PACKAGE | WORKING DUES | EMPLOYEE DEDUCTIONS | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
| Group 3 - Form Helpers, Labourers and Shotcrete Labourers etc. | 2021-05-01 | \$39.50 | \$3.95 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$58.80 | 3% | \$0.15 | \$0.18 | \$58.98 | |
| | 2022-05-20 | \$41.23 | \$4.12 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$61.05 | 3% | \$0.15 | \$0.30 | \$61.35 | |
| | 2023-05-01 | \$43.00 | \$4.30 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$63.30 | 3% | \$0.15 | \$0.40 | \$63.70 | |
| | 2024-05-01 | \$45.91 | \$4.59 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$66.80 | 3% | \$0.15 | \$0.50 | \$67.30 | |
| Group 4 - Working Foreman (+1.00 over classification) | 2021-05-01 | \$ - | \$ - | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$ - | 3% | \$0.15 | \$0.18 | \$ - | |
| | 2022-05-20 | \$ - | \$ - | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$ - | 3% | \$0.15 | \$0.30 | \$ - | |
| | 2023-05-01 | \$ - | \$ - | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$ - | 3% | \$0.15 | \$0.40 | \$ - | |
| | 2024-05-01 | \$ - | \$ - | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$ - | 3% | \$0.15 | \$0.50 | \$ - | |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO. FUND | TOTAL PACKAGE | WORKING DUES | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
|--|----------------|-------------|---------------------|---------|----------------|--------------|---------|----------|---------------|--------|-------------|---------------|--------------|-----------------|---------------|---------------------|
| Group 5 - Layout Men (+.25 Total Station Training Premium) | 2021-05-01 | \$42.49 | \$4.25 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$62.09 | 3% | \$0.15 | \$0.18 | \$62.27 |
| | 2022-05-20 | \$44.22 | \$4.42 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$64.34 | 3% | \$0.15 | \$0.30 | \$64.64 |
| | 2023-05-01 | \$45.99 | \$4.60 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$66.59 | 3% | \$0.15 | \$0.40 | \$66.99 |
| | 2024-05-01 | \$48.90 | \$4.89 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$70.09 | 3% | \$0.15 | \$0.50 | \$70.59 |
| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO. FUND | TOTAL PACKAGE | WORKING DUES | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
| Group 6 - Certified Employees (Maximum 0.75 above Group 3) | 2021-05-01 | \$ - | \$ - | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$ - | 3% | \$0.15 | \$0.18 | \$ - |
| | 2022-05-20 | \$ - | \$ - | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$ - | 3% | \$0.15 | \$0.30 | \$ - |
| | 2023-05-01 | \$ - | \$ - | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$ - | 3% | \$0.15 | \$0.40 | \$ - |
| | 2024-05-01 | \$ - | \$ - | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$ - | 3% | \$0.15 | \$0.50 | \$ - |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO. FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | OPDC-EMPLOYEE FUND | INDUSTRY FUND | EMPLOYER TOTAL COST |
|--|----------------|-------------|---------------------|---------|----------------|--------------|---------|----------|---------------|--------|-------------|---------------|---------------------|--------------------|---------------|---------------------|
| Group 7 - Certified Safety Rep. (0.30 above Group 3) | 2021-05-01 | \$ - | \$ - | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$ - | 3% | \$0.15 | \$0.18 | \$ - |
| | 2022-05-20 | \$ - | \$ - | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$ - | 3% | \$0.15 | \$0.30 | \$ - |
| | 2023-05-01 | \$ - | \$ - | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$ - | 3% | \$0.15 | \$0.40 | \$ - |
| | 2024-05-01 | \$ - | \$ - | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$ - | 3% | \$0.15 | \$0.50 | \$ - |

SCHEDULE "D" (II)

TRAINING PROGRAM

(This Schedule shall apply to Trainees)

ARTICLE 1

1.01 In addition to the requirements of Article 3B (i) of this Agreement, it is understood and agreed that an Unskilled Labourer or Trainee shall only be hired by the Employer with the knowledge and consent of Local 183. In the event of any breach of this Agreement by the Employer, the Employer shall pay to such Unskilled Labourer or Trainee the full wages payable for the Classification in which the Unskilled Labourer or Trainee, as the case may be, is being trained, as set forth in Article 1.01 of this Schedule, in addition to any other remedy which may be available to Local 183.

1.02 It is understood and agreed in the event that any layoff is necessitated, the Employer shall first lay off any Unskilled Labourers or Trainees in the Employer's employ prior to laying off any other employees.

1.03 The parties agree to set up a joint sub-committee to review and make recommendations by December 31, 2010 on the training program in Schedule "D" (II), including reviewing the appropriateness of a probationary period for trainees.

ARTICLE 2 – WAGES AND CLASSIFICATIONS

2.01 The following hourly rates shall be paid in the classifications noted in this Article:

| TRAINEES | | | | | | | | | | | | | | | | |
|------------------------------|----------------|-------------|--------------------|---------|----------------|--------------|---------|----------|---------------|--------|------------|---------------|---------------------|-----------------|---------------|---------------------|
| FORM BUILDERS/SETTERS | | | | | | | | | | | | | | | | |
| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY -10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
| 1st 6 Months | 2021-05-01 | \$28.69 | \$2.87 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$46.91 | 3% | \$0.15 | \$0.18 | \$47.09 |
| | 2022-05-20 | \$30.42 | \$3.04 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$49.16 | 3% | \$0.15 | \$0.30 | \$49.46 |
| | 2023-05-01 | \$32.19 | \$3.22 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$51.41 | 3% | \$0.15 | \$0.40 | \$51.81 |
| | 2024-05-01 | \$35.10 | \$3.51 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$54.91 | 3% | \$0.15 | \$0.50 | \$55.41 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY -10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
|---------------------|----------------|-------------|--------------------|---------|----------------|--------------|---------|----------|---------------|--------|------------|---------------|---------------------|-----------------|---------------|---------------------|
| 2nd 6 Months | 2021-05-01 | \$32.62 | \$3.26 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$51.23 | 3% | \$0.15 | \$0.18 | \$51.41 |
| | 2022-05-20 | \$34.35 | \$3.43 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$53.48 | 3% | \$0.15 | \$0.30 | \$53.78 |
| | 2023-05-01 | \$36.12 | \$3.61 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$55.73 | 3% | \$0.15 | \$0.40 | \$56.13 |
| | 2024-05-01 | \$39.03 | \$3.90 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$59.23 | 3% | \$0.15 | \$0.50 | \$59.73 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO FUND | TOTAL PACKAGE | WORKING DUES | EMPLOYEE DEDUCTIONS | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
|---------------------|----------------|-------------|---------------------|---------|----------------|--------------|---------|----------|---------------|--------|------------|---------------|--------------|---------------------|-----------------|---------------|---------------------|
| 3rd 6 Months | 2021-05-01 | \$36.56 | \$3.66 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$55.57 | 3% | \$0.15 | \$0.18 | \$55.75 | |
| | 2022-05-20 | \$38.29 | \$3.83 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$57.82 | 3% | \$0.15 | \$0.30 | \$58.12 | |
| | 2023-05-01 | \$40.06 | \$4.01 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$60.07 | 3% | \$0.15 | \$0.40 | \$60.47 | |
| | 2024-05-01 | \$42.97 | \$4.30 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$63.57 | 3% | \$0.15 | \$0.50 | \$64.07 | |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO. FUND | TOTAL PACKAGE | WORKING DUES | EMPLOYEE DEDUCTIONS | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
|---------------------|----------------|-------------|---------------------|---------|----------------|--------------|---------|----------|---------------|--------|-------------|---------------|--------------|---------------------|-----------------|---------------|---------------------|
| 4th 6 Months | 2021-05-01 | \$37.88 | \$3.79 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$57.02 | 3% | \$0.15 | \$0.18 | \$57.20 | |
| | 2022-05-20 | \$39.61 | \$3.96 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$59.27 | 3% | \$0.15 | \$0.30 | \$59.57 | |
| | 2023-05-01 | \$41.38 | \$4.14 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$61.52 | 3% | \$0.15 | \$0.40 | \$61.92 | |
| | 2024-05-01 | \$44.29 | \$4.43 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$65.02 | 3% | \$0.15 | \$0.50 | \$65.52 | |

| Reinforced Concrete Trainees | | | | | | | | | | | | | | | | |
|------------------------------|----------------|-------------|-------------------|---------|----------------|--------------|---------|----------|---------------|--------|-------------|---------------|---------------------|---------------|---------------------|---------|
| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY -10% | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO. FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | INDUSTRY FUND | EMPLOYER TOTAL COST | |
| 1st 6 Months | 2021-05-01 | \$31.09 | \$3.11 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$49.55 | 3% | \$0.15 | \$0.18 | \$49.73 |
| | 2022-05-20 | \$32.82 | \$3.28 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$51.80 | 3% | \$0.15 | \$0.30 | \$52.10 |
| | 2023-05-01 | \$34.59 | \$3.46 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$54.05 | 3% | \$0.15 | \$0.40 | \$54.45 |
| | 2024-05-01 | \$37.50 | \$3.75 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$57.55 | 3% | \$0.15 | \$0.50 | \$58.05 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY -10% | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO. FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | INDUSTRY FUND | EMPLOYER TOTAL COST | |
|---------------------|----------------|-------------|-------------------|---------|----------------|--------------|---------|----------|---------------|--------|-------------|---------------|---------------------|---------------|---------------------|---------|
| 2nd 6 Months | 2021-05-01 | \$34.95 | \$3.49 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$53.79 | 3% | \$0.15 | \$0.18 | \$53.97 |
| | 2022-05-20 | \$36.67 | \$3.67 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$56.04 | 3% | \$0.15 | \$0.30 | \$56.34 |
| | 2023-05-01 | \$38.45 | \$3.84 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$58.29 | 3% | \$0.15 | \$0.40 | \$58.69 |
| | 2024-05-01 | \$41.35 | \$4.14 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$61.79 | 3% | \$0.15 | \$0.50 | \$62.29 |

| Form Helper Trainees | | | | | | | | | | | | | | | | |
|----------------------|----------------|-------------|---------------------|---------|----------------|--------------|---------|----------|---------------|--------|-------------|---------------|---------------------|---------------|---------------------|---------|
| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO. FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | INDUSTRY FUND | EMPLOYER TOTAL COST | |
| 1st 6 Months | 2021-05-01 | \$29.69 | \$2.97 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$48.01 | 3% | \$0.15 | \$0.18 | \$48.19 |
| | 2022-05-20 | \$31.42 | \$3.14 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$50.26 | 3% | \$0.15 | \$0.30 | \$50.56 |
| | 2023-05-01 | \$33.19 | \$3.32 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$52.51 | 3% | \$0.15 | \$0.40 | \$52.91 |
| | 2024-05-01 | \$36.10 | \$3.61 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$56.01 | 3% | \$0.15 | \$0.50 | \$56.51 |

| Form Helper Trainees | | | | | | | | | | | | | | | | |
|----------------------|----------------|-------------|---------------------|---------|----------------|--------------|---------|----------|---------------|--------|-------------|---------------|---------------------|---------------|---------------------|---------|
| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO. FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | INDUSTRY FUND | EMPLOYER TOTAL COST | |
| 2nd 6 Months | 2021-05-01 | \$33.33 | \$3.34 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$52.02 | 3% | \$0.15 | \$0.18 | \$52.20 |
| | 2022-05-20 | \$35.06 | \$3.51 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$54.27 | 3% | \$0.15 | \$0.30 | \$54.57 |
| | 2023-05-01 | \$36.84 | \$3.68 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$56.52 | 3% | \$0.15 | \$0.40 | \$56.92 |
| | 2024-05-01 | \$39.75 | \$3.97 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$60.02 | 3% | \$0.15 | \$0.50 | \$60.52 |

| Layout Trainees | | | | | | | | | | | | | | | | |
|----------------------------|-----------------------|--------------------|----------------------------|----------------|-----------------------|---------------------|----------------|-----------------|----------------------|--------------|-------------------|----------------------|----------------------------|------------------------|----------------------|----------------------------|
| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
| 1st 6 Months | 2021-05-01 | \$27.08 | \$2.71 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$45.14 | 3% | \$0.15 | \$0.18 | \$45.32 |
| | 2022-05-20 | \$28.81 | \$2.88 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$47.39 | 3% | \$0.15 | \$0.30 | \$47.69 |
| | 2023-05-01 | \$30.58 | \$3.06 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$49.64 | 3% | \$0.15 | \$0.40 | \$50.04 |
| | 2024-05-01 | \$33.49 | \$3.35 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$53.14 | 3% | \$0.15 | \$0.50 | \$53.64 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
|----------------------------|-----------------------|--------------------|----------------------------|----------------|-----------------------|---------------------|----------------|-----------------|----------------------|--------------|-------------------|----------------------|----------------------------|------------------------|----------------------|----------------------------|
| 2nd 6 Months | 2021-05-01 | \$30.93 | \$3.10 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$49.38 | 3% | \$0.15 | \$0.18 | \$49.56 |
| | 2022-05-20 | \$32.66 | \$3.27 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$51.63 | 3% | \$0.15 | \$0.30 | \$51.93 |
| | 2023-05-01 | \$34.44 | \$3.44 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$53.88 | 3% | \$0.15 | \$0.40 | \$54.28 |
| | 2024-05-01 | \$37.35 | \$3.73 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$57.38 | 3% | \$0.15 | \$0.50 | \$57.88 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO FUND | TOTAL PACKAGE | WORKING DUES | EMPLOYEE DEDUCTIONS | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
|---------------------|----------------|-------------|---------------------|---------|----------------|--------------|---------|----------|---------------|--------|------------|---------------|--------------|---------------------|-----------------|---------------|---------------------|
| 3rd 6 Months | 2021-05-01 | \$34.79 | \$3.48 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$53.62 | 3% | \$0.15 | \$0.18 | \$53.80 | |
| | 2022-05-20 | \$36.52 | \$3.65 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$55.87 | 3% | \$0.15 | \$0.30 | \$56.17 | |
| | 2023-05-01 | \$38.29 | \$3.83 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$58.12 | 3% | \$0.15 | \$0.40 | \$58.52 | |
| | 2024-05-01 | \$41.20 | \$4.12 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$61.62 | 3% | \$0.15 | \$0.50 | \$62.12 | |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO. FUND | TOTAL PACKAGE | WORKING DUES | EMPLOYEE DEDUCTIONS | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
|---------------------|----------------|-------------|---------------------|---------|----------------|--------------|---------|----------|---------------|--------|-------------|---------------|--------------|---------------------|-----------------|---------------|---------------------|
| 4th 6 Months | 2021-05-01 | \$38.64 | \$3.87 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$57.86 | 3% | \$0.15 | \$0.18 | \$58.04 | |
| | 2022-05-20 | \$40.37 | \$4.04 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$60.11 | 3% | \$0.15 | \$0.30 | \$60.41 | |
| | 2023-05-01 | \$42.15 | \$4.21 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$62.36 | 3% | \$0.15 | \$0.40 | \$62.76 | |
| | 2024-05-01 | \$45.05 | \$4.51 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$65.86 | 3% | \$0.15 | \$0.50 | \$66.36 | |

ARTICLE 3 – VACATION PAY, WELFARE, WORKING DUES, PENSION, TRAINING

3.01 It is agreed and understood that Vacation with Pay, Working Dues, Welfare, Pension and Training Fund contributions shall be in accordance with Schedule "D" (I) of this Agreement.

3.02 If the Labourers Pension Fund of Central and Eastern Canada is unable to accept the contributions, including for employees over the age of 71 or working while also receiving a pension, then the Employer shall pay an equivalent amount into a non-pension fund as designated by Local 183 and/or the Pension Fund Administrator on the employee's behalf.

ARTICLE 4 – TRAINING CENTRE PROGRAMS

4.01 Trainees who have completed a training program through the Universal Workers Union Local 183 Life Long Learning Centre Inc. shall, for the purposes of calculating time accumulated in the industry, have this attendance included.

SCHEDULE “D” (III)

LOCAL 183 SCHEDULE FOR
STUCCO, PATCHING, GRINDING AND RUBBING UP

1. Unless specifically set out and varied herein the master portion of the Collective Agreement and all terms and conditions otherwise contained within the Local 183 Main Schedule will apply to all stucco work and all rubbing-up, patching and grinding work.
2. With respect to stucco work and rubbing-up, patching and grinding work, the Employer may pay the following wage rates provided that no employee currently covered by the Collective Agreement shall receive a reduction in his/her wage rate pursuant to the implementation of this Schedule.
3. The parties agree that, with respect to stucco work and rubbing-up, patching and grinding work the regular hours of work shall be as follows:

Nine (9) hours per day Monday to Thursday and eight (8) hours per day on Friday, to a maximum of forty-four (44) hours per week.

4. All work performed in excess of the above-noted daily or weekly maximums and/or on Saturdays, Sundays, and statutory holidays will be paid in accordance with the overtime premiums set out and contained within the Collective Agreement.

INDUSTRY FUND

5. (a) Effective May 20, 2022, the Employers agree to contribute thirty cents (\$0.30) per hour for each hour worked by all employees covered by this Agreement to the Industry Fund. The Employers further agree to pay effective May 1, 2023, forty cents (\$0.40) for each hour worked by all employees covered by this Agreement to the Industry Fund, and effective May 1, 2024, fifty cents (\$0.50) for each hour worked by all employees covered by this Agreement to the Industry Fund.

(b) The Employers agree to contribute five cents (\$0.05) per hour for each hour worked by all employees covered by this Agreement towards an Industry Liaison Fund.

6. (a) The Employers agree to remit the contribution required under Article 3 hereof to the Union not later than the fifteenth (15th) day of the month following the month for which the contribution is due.

(b) It is agreed that Employers shall use the Welfare Contribution Form (or such other form as is specified by the Union or any one of the Local Unions to which Schedule "E" applies) for the calculation and remittance of the Industry Fund contribution.

(c) The Union or its Administrator will provide monthly reports to the Association outlining the name of the Employer, the hours worked and the amount paid. In the event no such contributions are received, the Union shall forward a "Nil" report to the Association.

(d) The Union agrees to use its grievance procedures to collect Industry Fund contributions, where applicable, for work performed under this Schedule.

7. The Union agrees that these sums, which represent each Employer's contribution to the cost of negotiating and administering this Agreement, shall be forwarded to the Association on a monthly basis.

8. The Association agrees to notify the Union of any changes in the Industry Fund.

SCHEDULE "D"**SCHEDULE FOR STUCCO, PATCHING, GRINDING AND RUBBING UP**

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY -10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
|--|----------------|-------------|--------------------|---------|----------------|--------------|---------|----------|---------------|--------|------------|---------------|---------------------|-----------------|---------------|---------------------|
| Stucco Work E.I.F.S. - (Apprentice) 1st 500 hrs | 2021-05-01 | \$26.25 | \$2.62 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$44.22 | 3% | \$0.15 | \$0.18 | \$44.40 |
| | 2022-05-20 | \$27.97 | \$2.80 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$46.47 | 3% | \$0.15 | \$0.30 | \$46.77 |
| | 2023-05-01 | \$29.75 | \$2.97 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$48.72 | 3% | \$0.15 | \$0.40 | \$49.12 |
| | 2024-05-01 | \$32.65 | \$3.27 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$52.22 | 3% | \$0.15 | \$0.50 | \$52.72 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY -10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
|---|----------------|-------------|--------------------|---------|----------------|--------------|---------|----------|---------------|--------|------------|---------------|---------------------|-----------------|---------------|---------------------|
| Stucco Work E.I.F.S. - (Apprentice) 500 - 1200 hrs | 2021-05-01 | \$28.25 | \$2.82 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$46.42 | 3% | \$0.15 | \$0.18 | \$46.60 |
| | 2022-05-20 | \$29.98 | \$2.99 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$48.67 | 3% | \$0.15 | \$0.30 | \$48.97 |
| | 2023-05-01 | \$31.75 | \$3.17 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$50.92 | 3% | \$0.15 | \$0.40 | \$51.32 |
| | 2024-05-01 | \$34.66 | \$3.46 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$54.42 | 3% | \$0.15 | \$0.50 | \$54.92 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO FUND | TOTAL PACKAGE | WORKING DUES | EMPLOYEE DEDUCTIONS | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
|--|----------------|-------------|---------------------|---------|----------------|--------------|---------|----------|---------------|--------|------------|---------------|--------------|---------------------|-----------------|---------------|---------------------|
| Stucco Work E.I.F.S. - (Apprentice) 1201 - 2400 hrs | 2021-05-01 | \$31.25 | \$3.12 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$49.72 | 3% | \$0.15 | \$0.18 | \$49.90 | |
| | 2022-05-20 | \$32.97 | \$3.30 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$51.97 | 3% | \$0.15 | \$0.30 | \$52.27 | |
| | 2023-05-01 | \$34.75 | \$3.47 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$54.22 | 3% | \$0.15 | \$0.40 | \$54.62 | |
| | 2024-05-01 | \$37.65 | \$3.77 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$57.72 | 3% | \$0.15 | \$0.50 | \$58.22 | |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO. FUND | TOTAL PACKAGE | WORKING DUES | EMPLOYEE DEDUCTIONS | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
|---|----------------|-------------|---------------------|---------|----------------|--------------|---------|----------|---------------|--------|-------------|---------------|--------------|---------------------|-----------------|---------------|---------------------|
| Stucco Work E.I.F.S. - (Apprentice) - After 2400 hrs | 2021-05-01 | \$37.25 | \$3.72 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$56.32 | 3% | \$0.15 | \$0.18 | \$56.50 | |
| | 2022-05-20 | \$38.97 | \$3.90 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$58.57 | 3% | \$0.15 | \$0.30 | \$58.87 | |
| | 2023-05-01 | \$40.75 | \$4.07 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$60.82 | 3% | \$0.15 | \$0.40 | \$61.22 | |
| | 2024-05-01 | \$43.65 | \$4.37 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$64.32 | 3% | \$0.15 | \$0.50 | \$64.82 | |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO. FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | OPDC - EMPLOYEE FUND | INDUSTRY FUND | EMPLOYER TOTAL COST |
|---|----------------|-------------|---------------------|---------|----------------|--------------|---------|----------|---------------|--------|-------------|---------------|---------------------|----------------------|---------------|---------------------|
| Rubbing-up, Patching, Grinding Work | 2021-05-01 | \$34.75 | \$3.48 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$53.58 | 3% | \$0.15 | \$0.18 | \$53.76 |
| | 2022-05-20 | \$36.48 | \$3.65 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$55.83 | 3% | \$0.15 | \$0.30 | \$56.13 |
| | 2023-05-01 | \$38.25 | \$3.83 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$58.08 | 3% | \$0.15 | \$0.40 | \$58.48 |
| | 2024-05-01 | \$41.16 | \$4.12 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$61.58 | 3% | \$0.15 | \$0.50 | \$62.08 |

SCHEDULE "D" (IV)
LOCAL 183 LANDSCAPING SCHEDULE

1. The Association and Local 183 agree that the following rates and terms and conditions shall apply with respect to members of Local 183 performing concrete forming work in connection with landscaping:

WAGE RATES

Landscaping

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO. FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | | INDUSTRY FUND | EMPLOYER TOTAL COST |
|------------------------|-------------------|----------------|------------------------|---------|-------------------|-----------------|---------|----------|------------------|--------|----------------|------------------|------------------------|--------------------|------------------|------------------------|
| | | | | | | | | | | | | | WORKING DUES | OPDC - EMPLOYEE | | |
| Labourer | 2021-05-01 | \$29.71 | \$2.97 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$48.03 | 3.0% | \$0.40 | \$0.18 | \$48.21 |
| | 2022-05-20 | \$31.44 | \$3.14 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$50.28 | 3.0% | \$0.40 | \$0.30 | \$50.58 |
| | 2023-05-01 | \$33.21 | \$3.32 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$52.53 | 3.0% | \$0.40 | \$0.40 | \$52.93 |
| | 2024-05-01 | \$36.12 | \$3.61 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$56.03 | 3.0% | \$0.40 | \$0.50 | \$56.53 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | CECOF | PROMO. FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | | INDUSTRY FUND | EMPLOYER TOTAL COST |
|---|-------------------|----------------|------------------------|---------|-------------------|-----------------|---------|----------|------------------|--------|----------------|------------------|------------------------|--------------------|------------------|------------------------|
| | | | | | | | | | | | | | WORKING DUES | OPDC - EMPLOYEE | | |
| Carpenter, Form Setter, concrete Finisher | 2021-05-01 | \$34.05 | \$3.40 | \$3.60 | \$0.60 | \$1.00 | \$9.40 | \$0.20 | \$0.10 | \$0.25 | \$0.20 | \$52.80 | 3.0% | \$0.40 | \$0.18 | \$52.98 |
| | 2022-05-20 | \$35.78 | \$3.57 | \$3.75 | \$0.60 | \$1.10 | \$9.45 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$55.05 | 3.0% | \$0.40 | \$0.30 | \$55.35 |
| | 2023-05-01 | \$37.55 | \$3.75 | \$3.90 | \$0.60 | \$1.20 | \$9.50 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$57.30 | 3.0% | \$0.40 | \$0.40 | \$57.70 |
| | 2024-05-01 | \$40.46 | \$4.04 | \$4.05 | \$0.60 | \$1.30 | \$9.55 | \$0.25 | \$0.10 | \$0.25 | \$0.20 | \$60.80 | 3.0% | \$0.40 | \$0.50 | \$61.30 |

2. The standard hours of work for employees performing concrete forming work in connection with landscaping shall be ten (10) hours per day, exclusive of travel time to and from the job site, Monday to Friday inclusive.
3. Overtime shall be paid to all employees performing concrete forming work in connection with landscaping at the rate of time and one-half (1½) the employee's current rate for all work performed in excess of ten (10) hours per day and for all work performed on Saturdays.
4. Overtime shall be paid to all employees performing concrete forming work in connection with landscaping at double the employee's current rate for all work performed on Sundays and all statutory holidays set out in the Collective Agreement.
5. All other terms and conditions of the Collective Agreement shall apply to employees performing concrete forming work in connection with landscaping, in full.
6. The Association and Local 183 agree that no employee shall receive any reduction in wages, and/or other individual terms and conditions of employment, as a result of this Schedule.
7. The Association and Local 183 agree that any employee who normally performs concrete forming work other than in connection with landscaping, and is transferred to perform concrete forming work in connection with landscaping on a temporary basis, shall retain the employee's regular wage rate and all other individual terms and conditions of employment.

INDUSTRY FUND

8. (a) Effective May 20, 2022, the Employers agree to contribute thirty cents (\$0.30) per hour for each hour worked by all employees covered by this Agreement to the Industry Fund. The Employers further agree to pay effective May 1, 2023, forty cents (\$0.40) for each hour worked by all employees covered

by this Agreement to the Industry Fund, and effective May 1, 2024, fifty cents (\$0.50) for each hour worked by all employees covered by this Agreement to the Industry Fund.

(b) The Employers agree to contribute five cents (\$0.05) per hour for each hour worked by all employees covered by this Agreement towards an Industry Liaison Fund.

9. (a) The Employers agree to remit the contribution required under Article 34.01 to the Union (or, where applicable, to any one of the Local Unions to which Schedule "F" applies) not later than the fifteenth (15th) day of the month following the month for which the contribution is due.

(b) It is agreed that Employers shall use the Welfare Contribution Form (or such other form as is specified by the Union or any one of the Local Unions to which Schedule "E" applies) for the calculation and remittance of the Industry Fund contribution.

(c) The Union or its Administrator will provide monthly reports to the Association outlining the name of the Employer, the hours worked and the amount paid. In the event no such contributions are received, the Union shall forward a "Nil" report to the Association.

(d) The Union agrees to use its grievance procedures to collect Industry Fund contributions, where applicable, for work performed under this Schedule.

10. The Union agrees that these sums, which represent each Employer's contribution to the cost of negotiating and administering this Agreement, shall be forwarded to the Association on a monthly basis.

11. The Association agrees to notify the Union of any changes in the Industry Fund.

SCHEDULE "D" (V)

APPLICABLE TO LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL 183 – EAST

(The Counties of Peterborough, Victoria and Haliburton, east part of Northumberland County on a line running from Lake Ontario to Rice Lake, including Cramahe, Percy, Seymore, Brighton and Murray Township. The County of Ontario (with the exception of part of Pickering Township on a line running from the south of Lake Ontario to the north at the Third Concession on Pickering Beach Road) and including all towns and townships therein; namely, the Town of Whitby, Whitby Township, Uxbridge, Uxbridge Township, Scott, Reach, Brock, the Town of Port Darlington, Cartwright, Clark, Manvers, Hope and Caven Townships and the Towns 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.)

The following Articles apply to members of, Labourers' International Union of North America Local 183 Eastern Area (the "Union") when any of the Employers:

- (a) perform work within the eastern jurisdiction of Local 183; and
- (b) hire members of Local 183.

ARTICLE 1 - WAGES AND CLASSIFICATIONS

1.01 The following hourly rates shall be paid to members of the Union. The Group Classifications are those established in Schedule "C":

A) OSHAWA AREA – ZONE 1

CLASSIFICATION AND WAGES

OSHAWA AREA - ZONE 1

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY -10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO. FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | INDUSTRY FUND | EMPLOYER TOTAL COST | |
|------------------------------------|----------------|-------------|--------------------|---------|----------------|--------------|---------|----------|---------------|-------------|---------------|---------------------|---------------|---------------------|---------|
| Group A - Formsetters - Carpenters | 2021-05-01 | \$34.67 | \$3.47 | \$3.85 | \$0.35 | \$0.95 | \$9.72 | \$0.45 | \$0.10 | \$0.20 | \$53.76 | 3.0% | \$0.40 | \$0.18 | \$53.94 |
| | 2022-05-20 | \$36.40 | \$3.64 | \$4.00 | \$0.35 | \$1.05 | \$9.77 | \$0.50 | \$0.10 | \$0.20 | \$56.01 | 3.0% | \$0.40 | \$0.30 | \$56.31 |
| | 2023-05-01 | \$38.17 | \$3.82 | \$4.15 | \$0.35 | \$1.15 | \$9.82 | \$0.50 | \$0.10 | \$0.20 | \$58.26 | 3.0% | \$0.40 | \$0.40 | \$58.66 |
| | 2024-05-01 | \$41.08 | \$4.11 | \$4.30 | \$0.35 | \$1.25 | \$9.87 | \$0.50 | \$0.10 | \$0.20 | \$61.76 | 3.0% | \$0.40 | \$0.50 | \$62.26 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY -10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO. FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | INDUSTRY FUND | EMPLOYER TOTAL COST | |
|--|----------------|-------------|--------------------|---------|----------------|--------------|---------|----------|---------------|-------------|---------------|---------------------|---------------|---------------------|---------|
| Group B - Reinforced Concrete Workers- Rebar-Finishers | 2021-05-01 | \$33.94 | \$3.39 | \$3.85 | \$0.35 | \$0.95 | \$9.72 | \$0.45 | \$0.10 | \$0.20 | \$52.95 | 3.0% | \$0.40 | \$0.18 | \$53.13 |
| | 2022-05-20 | \$35.66 | \$3.57 | \$4.00 | \$0.35 | \$1.05 | \$9.77 | \$0.50 | \$0.10 | \$0.20 | \$55.20 | 3.0% | \$0.40 | \$0.30 | \$55.50 |
| | 2023-05-01 | \$37.44 | \$3.74 | \$4.15 | \$0.35 | \$1.15 | \$9.82 | \$0.50 | \$0.10 | \$0.20 | \$57.45 | 3.0% | \$0.40 | \$0.40 | \$57.85 |
| | 2024-05-01 | \$40.35 | \$4.03 | \$4.30 | \$0.35 | \$1.25 | \$9.87 | \$0.50 | \$0.10 | \$0.20 | \$60.95 | 3.0% | \$0.40 | \$0.50 | \$61.45 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO. FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | INDUSTRY FUND | EMPLOYER TOTAL COST | |
|------------------------|----------------|-------------|---------------------|---------|----------------|--------------|---------|----------|---------------|-------------|---------------|---------------------|---------------|---------------------|---------|
| Group C - Form Helpers | 2021-05-01 | \$32.77 | \$3.28 | \$3.85 | \$0.35 | \$0.95 | \$9.72 | \$0.45 | \$0.10 | \$0.20 | \$51.67 | 3.0% | \$0.40 | \$0.18 | \$51.85 |
| | 2022-05-20 | \$34.50 | \$3.45 | \$4.00 | \$0.35 | \$1.05 | \$9.77 | \$0.50 | \$0.10 | \$0.20 | \$53.92 | 3.0% | \$0.40 | \$0.30 | \$54.22 |
| | 2023-05-01 | \$36.27 | \$3.63 | \$4.15 | \$0.35 | \$1.15 | \$9.82 | \$0.50 | \$0.10 | \$0.20 | \$56.17 | 3.0% | \$0.40 | \$0.40 | \$56.57 |
| | 2024-05-01 | \$39.18 | \$3.92 | \$4.30 | \$0.35 | \$1.25 | \$9.87 | \$0.50 | \$0.10 | \$0.20 | \$59.67 | 3.0% | \$0.40 | \$0.50 | \$60.17 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO. FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | INDUSTRY FUND | EMPLOYER TOTAL COST | |
|----------------------|----------------|-------------|---------------------|---------|----------------|--------------|---------|----------|---------------|-------------|---------------|---------------------|---------------|---------------------|---------|
| Group D - Layout Men | 2021-05-01 | \$34.93 | \$3.49 | \$3.85 | \$0.35 | \$0.95 | \$9.72 | \$0.45 | \$0.10 | \$0.20 | \$54.04 | 3.0% | \$0.40 | \$0.18 | \$54.22 |
| | 2022-05-20 | \$36.65 | \$3.67 | \$4.00 | \$0.35 | \$1.05 | \$9.77 | \$0.50 | \$0.10 | \$0.20 | \$56.29 | 3.0% | \$0.40 | \$0.30 | \$56.59 |
| | 2023-05-01 | \$38.43 | \$3.84 | \$4.15 | \$0.35 | \$1.15 | \$9.82 | \$0.50 | \$0.10 | \$0.20 | \$58.54 | 3.0% | \$0.40 | \$0.40 | \$58.94 |
| | 2024-05-01 | \$41.34 | \$4.13 | \$4.30 | \$0.35 | \$1.25 | \$9.87 | \$0.50 | \$0.10 | \$0.20 | \$62.04 | 3.0% | \$0.40 | \$0.50 | \$62.54 |

v) Working Foremen

Working Foremen shall be paid at the minimum rate of one \$1.00 per hour more than the prevailing rate of the people they are supervising in that classification.

vi) Swampers

Swampers shall be paid a premium of \$1.00 per hour more than the Labourers' rate.

B) MUSKOKA AND PETERBOROUGH AREA – ZONE 2

CLASSIFICATION AND WAGES

MUSKOKA AND PETERBOROUGH AREA - ZONE 2

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO. FUND | EMPLOYEE DEDUCTIONS | INDUSTRY FUND | EMPLOYER TOTAL COST | | |
|------------------------------------|----------------|-------------|---------------------|---------|----------------|--------------|---------|----------|---------------|-------------|---------------------|---------------|---------------------|--------|---------|
| Group A - Formsetters - Carpenters | 2021-05-01 | \$32.91 | \$3.29 | \$3.85 | \$0.35 | \$0.95 | \$9.72 | \$0.45 | \$0.10 | \$0.20 | \$51.82 | 3.0% | \$0.40 | \$0.18 | \$52.00 |
| | 2022-05-20 | \$34.64 | \$3.46 | \$4.00 | \$0.35 | \$1.05 | \$9.77 | \$0.50 | \$0.10 | \$0.20 | \$54.07 | 3.0% | \$0.40 | \$0.30 | \$54.37 |
| | 2023-05-01 | \$36.41 | \$3.64 | \$4.15 | \$0.35 | \$1.15 | \$9.82 | \$0.50 | \$0.10 | \$0.20 | \$56.32 | 3.0% | \$0.40 | \$0.40 | \$56.72 |
| | 2024-05-01 | \$39.32 | \$3.93 | \$4.30 | \$0.35 | \$1.25 | \$9.87 | \$0.50 | \$0.10 | \$0.20 | \$59.82 | 3.0% | \$0.40 | \$0.50 | \$60.32 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO. FUND | EMPLOYEE DEDUCTIONS | INDUSTRY FUND | EMPLOYER TOTAL COST | | |
|--|----------------|-------------|---------------------|---------|----------------|--------------|---------|----------|---------------|-------------|---------------------|---------------|---------------------|--------|---------|
| Group B - Reinforced Concrete Workers- Rebar-Finishers | 2021-05-01 | \$32.17 | \$3.22 | \$3.85 | \$0.35 | \$0.95 | \$9.72 | \$0.45 | \$0.10 | \$0.20 | \$51.01 | 3.0% | \$0.40 | \$0.18 | \$51.19 |
| | 2022-05-20 | \$33.90 | \$3.39 | \$4.00 | \$0.35 | \$1.05 | \$9.77 | \$0.50 | \$0.10 | \$0.20 | \$53.26 | 3.0% | \$0.40 | \$0.30 | \$53.56 |
| | 2023-05-01 | \$35.67 | \$3.57 | \$4.15 | \$0.35 | \$1.15 | \$9.82 | \$0.50 | \$0.10 | \$0.20 | \$55.51 | 3.0% | \$0.40 | \$0.40 | \$55.91 |
| | 2024-05-01 | \$38.58 | \$3.86 | \$4.30 | \$0.35 | \$1.25 | \$9.87 | \$0.50 | \$0.10 | \$0.20 | \$59.01 | 3.0% | \$0.40 | \$0.50 | \$59.51 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO. FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | INDUSTRY FUND | EMPLOYER TOTAL COST | |
|------------------------|----------------|-------------|---------------------|---------|----------------|--------------|---------|----------|---------------|-------------|---------------|---------------------|---------------|---------------------|---------|
| Group C - Form Helpers | 2021-05-01 | \$30.05 | \$3.00 | \$3.85 | \$0.35 | \$0.95 | \$9.72 | \$0.45 | \$0.10 | \$0.20 | \$48.67 | 3.0% | \$0.40 | \$0.18 | \$48.85 |
| | 2022-05-20 | \$31.77 | \$3.18 | \$4.00 | \$0.35 | \$1.05 | \$9.77 | \$0.50 | \$0.10 | \$0.20 | \$50.92 | 3.0% | \$0.40 | \$0.30 | \$51.22 |
| | 2023-05-01 | \$33.55 | \$3.35 | \$4.15 | \$0.35 | \$1.15 | \$9.82 | \$0.50 | \$0.10 | \$0.20 | \$53.17 | 3.0% | \$0.40 | \$0.40 | \$53.57 |
| | 2024-05-01 | \$36.45 | \$3.65 | \$4.30 | \$0.35 | \$1.25 | \$9.87 | \$0.50 | \$0.10 | \$0.20 | \$56.67 | 3.0% | \$0.40 | \$0.50 | \$57.17 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO. FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | INDUSTRY FUND | EMPLOYER TOTAL COST | |
|----------------------|----------------|-------------|---------------------|---------|----------------|--------------|---------|----------|---------------|-------------|---------------|---------------------|---------------|---------------------|---------|
| Group D - Layout Men | 2021-05-01 | \$33.16 | \$3.32 | \$3.85 | \$0.35 | \$0.95 | \$9.72 | \$0.45 | \$0.10 | \$0.20 | \$52.10 | 3.0% | \$0.40 | \$0.18 | \$52.28 |
| | 2022-05-20 | \$34.89 | \$3.49 | \$4.00 | \$0.35 | \$1.05 | \$9.77 | \$0.50 | \$0.10 | \$0.20 | \$54.35 | 3.0% | \$0.40 | \$0.30 | \$54.65 |
| | 2023-05-01 | \$36.66 | \$3.67 | \$4.15 | \$0.35 | \$1.15 | \$9.82 | \$0.50 | \$0.10 | \$0.20 | \$56.60 | 3.0% | \$0.40 | \$0.40 | \$57.00 |
| | 2024-05-01 | \$39.57 | \$3.96 | \$4.30 | \$0.35 | \$1.25 | \$9.87 | \$0.50 | \$0.10 | \$0.20 | \$60.10 | 3.0% | \$0.40 | \$0.50 | \$60.60 |

v) Working Foremen

Working Foremen shall be paid at the minimum rate of \$1.00 per hour more than the prevailing rate of the people they are supervising in that classification.

vi) Swampers

Swampers shall be paid a premium of \$1.00 per hour more than the Labourers' rate.

ARTICLE 2 - LOCAL 183 MEMBERS' VACATION PAY FUND

2.01

- (a) The parties hereto agree to pay vacation pay into a holiday and vacation pay fund, known as the "Labourers' International Union of North America, Local 183 Members' Holiday and Vacation Pay Fund", the terms for which are set out in a separate Trust Document and its amendments, which is hereby made part of this Agreement. The said Trust Fund will be jointly administered by an equal number of Management and Union Trustees.
- (b) The parties hereto acknowledge that they are familiar with the contents of the Agreement and Declaration of Trust establishing the said Local 183 Members' Holiday and Vacation Pay Fund as amended, and they agree to be bound by the terms and conditions of the said Agreement and Declaration as amended, as if original parties thereto, and as if the same formed part of this Collective Agreement. In the event that any of the terms and conditions of the said Agreement and Declaration, as amended, are in any way further altered, added to or amended, then the parties to this Collective Agreement shall be bound by the same as if original parties thereto, and as if the same formed part of this Collective Agreement.

2.02 Vacation with pay for employees shall be paid at the rate of ten percent (10%) of gross earnings.

2.03 It is understood and agreed that the portion of vacation with pay over four percent (4%) as set forth in Article 2.02 of this Schedule, is paid in lieu of statutory holiday pay.

2.04 It is understood and agreed that vacation pay payments from the Fund to employees will be paid out annually between June 1st and 15th in each year.

2.05 The Union and the Association agree, having regard to the acceptance and adoption by the Trustees of the Labourers' Local 183 Members' Vacation Pay Fund (the "Fund"), that section 4.03(o) of the Agreement and Declaration of Trust made as of January 1, 2015, establishing the said Fund be amended, as follows:

Article 4.03(o)

Any income earned by the Fund shall be applied as follows:

- i. To the payment of the expenses incurred in the administration of the Fund including but not limited to, the expenses of the Trustees, the Administrative Agent and such legal counsel, investment counsel, accounting, actuarial and clerical assistants as are employed from time to time by the Trustees;
- ii. To provide for any liability for income tax in respect of the income of the Fund, if applicable; iii. To the payment of Vacation Pay to the employees of a bankrupt or insolvent Employer or an Employer who no longer carries on business where the said Employer defaulted on payment to the Fund due to bankruptcy, insolvency or discontinuance of a business, at any time after the date of this agreement, on such terms, in

such amounts and subject to such conditions as the Trustees may decide from time to time;

- iv. To the setting up of any reserves which the Trustees may deem appropriate; and
- v. At the conclusion of the fiscal year end of the Fund, any surplus remaining after the application of the above items i, ii, iii and iv will be paid to the Union. In the event after the application of the above items i, ii, iii and iv a deficit exists the Union will be responsible to fund such deficit. The release of any surplus funds must be approved by the Trustees at their annual meeting and be based on audited financial statements.
- vi. Effective the first day of January, 2015 the contributing Associations to the Fund are no longer eligible for a share of the surplus nor liable for any deficits that may occur.

ARTICLE 3 - WELFARE PLAN - PENSION PLAN – CENTRAL AND EASTERN CANADA ORGANIZING FUND (CECOF)

3.01 The Employer agrees to contribute on behalf of each of the employees covered by this Agreement into the Labourers' Local 183 Members Benefit Fund as follows:

Effective May 20, 2022, \$4.00 per hour worked;

Effective May 1, 2023, \$4.15 per hour worked;

Effective May 1, 2024, \$4.30 per hour worked.

All such contributions shall be remitted directly to:

LIUNA Local183 - Eastern Office
c/o Benefit Plan Administrators
1263 Wilson Avenue, Suite 205
Toronto, Ontario M3M 3G3

3.02 Long Term Care

Effective May 20, 2022 the Employer agrees to contribute \$0.35 per hour worked on behalf of each of the employees covered by this Agreement for the purpose of purchasing benefits for Long Term Care.

3.03 Retiree Benefits

Effective May 20, 2022, the Employer agrees to pay the amount of \$1.05 per hour worked, effective May 1, 2023, \$1.15, and effective May 1, 2024, \$1.25 per hour worked by each employee to the LIUNA Local 183 Retiree Benefit Trust Fund (the "Retiree Benefit Fund") for the purpose of purchasing benefits as contemplated by the Agreement and Declaration of Trust establishing the said Retiree Benefit Fund.

All contributions for Articles 3.02 and 3.03 above shall be remitted directly to:

LIUNA Local183 - Eastern Office
c/o Benefit Plan Administrators
1263 Wilson Avenue, Suite 205
Toronto, Ontario M3M 3G3

All contributions specified in Articles 3.01, 3.04 and 3.05 above, together with a duly-completed Employer Report Form, shall be remitted by the fifteenth (15th) day of the month following the month for which the payments are due.

3.04 Pension Fund

The Employer agrees to contribute on behalf of each of the employees represented by Local 183 into the Labourers' Pension Fund of Central and Eastern Canada as follows:

Effective May 20, 2022, \$9.77 per hour worked;

Effective May 1, 2023, \$9.82 per hour worked;

Effective May 1, 2024, \$9.87 per hour worked.

If the Labourers Pension Fund of Central and Eastern Canada is unable to accept the contributions, including for employees over the age of 71 or working while also receiving a pension, then the Employer shall pay an equivalent amount into a non-pension fund as designated by Local 183 and/or the Pension Fund Administrator on the employee's behalf.

3.05 Central and Eastern Canada Organizing Fund (CECOF)

The Employer agrees to contribute on behalf of each of employees represented by Local 183 into to the Central and Eastern Canada Organizing Fund (CECOF) as follows:

Effective May 1, 2019, \$0.35 per hour worked.

Pension and CECOF contributions shall be remitted directly to the Labourers' Pension Fund of Central and Eastern Canada, P.O. Box 9002, Lakeshore West PO, Oakville, Ontario, L6K 0G1. The Employer may remit both these contributions on one (1) monthly cheque. Payments into the Fund are to be made by the fifteenth (15th) day of the month following the month for which the hours were worked.

ARTICLE 4 - WORKING DUES AND MONTHLY DUES

4.01 The Employer agrees to deduct from the employees' wages, as set forth in Article 1 of this Appendix, working dues in the amount of three percent (3%) of gross wages (excluding vacation pay) and OPDC dues in the amount of \$0.40 per hour, and to remit said dues not later than the fifteenth (15th) day of the month following the month for which the deduction is made. The Employer shall use the Welfare Contribution Form for said remittance and shall note thereon the employees' names, social insurance numbers, number of hours worked, and OPDC and working dues. This contribution includes Ontario Provincial District Council working dues.

4.02 The Employer agrees to deduct from the employees' wages, as set forth in Article 1 of this Appendix, monthly dues in the amount of \$34.00, \$37.00 effective January 1, 2017, \$38.00 effective January 1, 2018, and \$39.00 effective January 1, 2019, and to remit said monthly dues not later than the fifteenth (15th) day of the month following the month for which the deduction is due.

These amounts shall be remitted directly to the Local 183 Eastern Office. The Employer shall, when remitting such dues, submit a list of employees names, social insurance numbers and number of hours worked for those on whose behalf such deductions were made, on one Standard Benefits Reporting Form showing all applicable deductions and/or contributions.

ARTICLE 5 - TRAVELLING AND ROOM AND BOARD ALLOWANCES

5.01 For all jobs within Ontario Labour Relations Board Geographic Areas 9, 10 and 11, the following expenses will apply:

(a) The Employer shall pay employees straight time rates for all time spent travelling to the work site. Time will commence from leaving the assembly point and end at the time of arrival at the work site.

The Free Zone Area shall be the same as that in the current Labourers' I.C.I. Provincial Agreement.

(b) Employees who are required to use their own transportation will be paid \$0.32 per road kilometer one way from the work site as per the current Labourers' I.C.I. Provincial Agreement.

(c) It is understood that if the Employer requires an employee to be out of town overnight, the Employer will provide, at the Employer's own expense, suitable room and board accommodation for the employee or will pay to the employee a daily allowance of \$85.00 per day to a maximum of \$425.00 per week.

ARTICLE 6 – INDUSTRY FUND

6.01

- (a) Effective May 20, 2022, the Employers agree to contribute thirty cents (\$0.30) per hour for each hour worked by all employees covered by this Agreement to the Industry Fund. The Employers further agree to pay effective May 1, 2023, forty cents (\$0.40) for each hour worked by all employees covered by this Agreement to the Industry Fund, and effective May 1, 2024, fifty cents (\$0.50) for each hour worked by all employees covered by this Agreement to the Industry Fund.
- (b) The Employers agree to contribute five cents (\$0.05) per hour for each hour worked by all employees covered by this Agreement towards an Industry Liaison Fund.

6.02

- (a) The Employers agree to remit the contribution required under Article 34.01 to the Union (or, where applicable, to any one of the Local Unions to which Schedule "F" applies) not later than the fifteenth (15th) day of the month following the month for which the contribution is due.
- (b) It is agreed that Employers shall use the Welfare Contribution Form (or such other form as is specified by the Union or any one of the Local Unions to which Schedule "E" applies) for the calculation and remittance of the Industry Fund contribution.
- (c) The Union or its Administrator will provide monthly reports to the Association outlining the name of the Employer, the hours worked and the amount paid. In the event no such contributions are received, the Union shall forward a "Nil" report to the Association.

(d) The Union agrees to use its grievance procedures to collect Industry Fund contributions, where applicable, for work performed under this Schedule.

6.03 The Union agrees that these sums, which represent each Employer's contribution to the cost of negotiating and administering this Agreement, shall be forwarded to the Association on a monthly basis.

6.04 The Association agrees to notify the Union of any changes in the Industry Fund.

ARTICLE 7 - TRAINING FUND

7.01 The Employer shall pay on behalf of each of the Employer's employees into the Local 183 Training and Rehabilitation Trust Fund a training contribution of \$0.50 per hour for each hour worked by each employee.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.01 The hours of work of employees shall be eight (8) hours per day, Monday to Friday inclusive, and shall be worked between the hours of 7:00 a.m. and 6:00 p.m. Working hours outside the scope of these times may be changed only by mutual consent of the Employer and the Union.

8.02 All work performed in excess of eight (8) hours per day shall be paid for at one and one-half (1½) times the employee's regular hourly rate.

8.03

(a) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked prior to 7:00 o'clock in the morning or after 6:00 p.m. in the evening in any day, notwithstanding that the employee has not already completed a full day's work.

(b) One and one half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked on Saturday and two (2) times the regular straight time

hourly rate shall be paid for hours worked on a Sunday and on holidays save and except for shift work.

8.04 In the event an Employer fails to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, as liquidated damages, a sum equal to ten percent (10%) of the amount which the Employer has failed to pay on account of overtime.

8.05 Any employee working in the capacity of floor finisher who commences work before 12:00 Noon of any day shall only receive the overtime premium after the employee has completed eight (8) hours of work, notwithstanding the overtime provisions of this Agreement.

ARTICLE 9 - HIRING OF EMPLOYEES

9.01 The Employer agrees to call the Local Union for its supply of men. All employees hired through the Union shall present to the Employer a referral slip from the Union prior to commencing employment.

9.02 In the event that the Employer requests workmen from the Union before 3:00 p.m. the day prior to needing said workmen and the Union cannot satisfactorily fill the request by normal starting time the following day, then the Employer is free to hire such labour as is available, but hiring date, name and address to be given to the Union by phone before hiring, and as a condition of employment shall become a member in good standing in the Union within fourteen (14) working days which shall not be withheld by the Union.

9.03 In recognition of the Employer's need for competent and capable employees, the Union agrees that the Employer has the right to call the Union office and request any unemployed Union member who has been a member in good standing of the Local Union for a period of one (1) year. The Union will comply with this request if the member is available. Therefore, the Union recognizes the Employer's right to recall

their regular employees after a layoff. The Union also agrees that it shall issue referral slips to these employees hired by the Employer.

ARTICLE 10 — NOTICE TO LOCAL UNION

10.01 It is agreed that a failure by the Employer to provide notice as and when required under Article 30.01 of the Master Portion of this Collective Agreement in the low-rise residential sector of the construction industry shall constitute a violation of this Collective Agreement, and shall require the Employer to pay to the Local Union a specific penalty of one thousand dollars (\$1,000.00) per day for each day the violation occurs.

SCHEDULE D (VI)

APPLICABLE TO LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183 – KINGSTON

The following Articles apply to members of Local 183 Kingston when any of the Employers perform work within the territorial jurisdiction of Local 183:

ARTICLE 1 - WAGES AND CLASSIFICATIONS

1.01 The following hourly rates shall be paid to members of Local 183. The Group Classifications are those established in Schedule "C". It is understood that the employees may be paid wages by cheque, direct deposit, or cash.

| CLASSIFICATION AND WAGES | | | | | | | | | | | | | | | |
|--|---------------------------|------------------------|--------------------------------|---------------------------------|---------------------------|---------------------|----------------|-----------------|--------------------------|--------------------|--------------------------|--------------------------------|--------------------------|--------------------------------|---------|
| LOCAL 183 - KINGSTON | | | | | | | | | | | | | | | |
| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | HEALTH & WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO. FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | INDUSTRY FUND | EMPLOYER TOTAL COST | |
| Group 1 - Form Builders-Setters (Carpenters) | 2021-05-01 | \$32.45 | \$3.25 | \$3.50 | \$0.00 | \$0.30 | \$6.95 | \$0.40 | \$0.05 | \$0.15 | \$47.05 | 3.0% | \$0.40 | \$0.18 | \$47.23 |
| | 2022-05-20 | \$34.18 | \$3.42 | \$3.65 | \$0.00 | \$0.40 | \$7.00 | \$0.45 | \$0.05 | \$0.15 | \$49.30 | 3.0% | \$0.40 | \$0.30 | \$49.60 |
| | 2023-05-01 | \$35.95 | \$3.60 | \$3.80 | \$0.00 | \$0.50 | \$7.05 | \$0.45 | \$0.05 | \$0.15 | \$51.55 | 3.0% | \$0.40 | \$0.40 | \$51.95 |
| | 2024-05-01 | \$38.86 | \$3.89 | \$3.95 | \$0.00 | \$0.60 | \$7.10 | \$0.45 | \$0.05 | \$0.15 | \$55.05 | 3.0% | \$0.40 | \$0.50 | \$55.55 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | HEALTH & WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO. FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | INDUSTRY FUND | EMPLOYER TOTAL COST | |
|--|---------------------------|------------------------|--------------------------------|---------------------------------|---------------------------|---------------------|----------------|-----------------|--------------------------|--------------------|--------------------------|--------------------------------|--------------------------|--------------------------------|---------|
| Group 2 - Concrete Workers / Cement Finisher | 2021-05-01 | \$31.95 | \$3.20 | \$3.50 | \$0.00 | \$0.30 | \$6.95 | \$0.40 | \$0.05 | \$0.15 | \$46.50 | 3.0% | \$0.40 | \$0.18 | \$46.68 |
| | 2022-05-20 | \$33.68 | \$3.37 | \$3.65 | \$0.00 | \$0.40 | \$7.00 | \$0.45 | \$0.05 | \$0.15 | \$48.75 | 3.0% | \$0.40 | \$0.30 | \$49.05 |
| | 2023-05-01 | \$35.45 | \$3.55 | \$3.80 | \$0.00 | \$0.50 | \$7.05 | \$0.45 | \$0.05 | \$0.15 | \$51.00 | 3.0% | \$0.40 | \$0.40 | \$51.40 |
| | 2024-05-01 | \$38.36 | \$3.84 | \$3.95 | \$0.00 | \$0.60 | \$7.10 | \$0.45 | \$0.05 | \$0.15 | \$54.50 | 3.0% | \$0.40 | \$0.50 | \$55.00 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | HEALTH & WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO. FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
|------------------------------------|----------------|-------------|---------------------|------------------|----------------|--------------|---------|----------|---------------|-------------|---------------|---------------------|-----------------|---------------|---------------------|
| Group 3 - Form Helpers (Labourers) | 2021-05-01 | \$30.73 | \$3.07 | \$3.50 | \$0.00 | \$0.30 | \$6.95 | \$0.40 | \$0.05 | \$0.15 | \$45.15 | 3.0% | \$0.40 | \$0.18 | \$45.33 |
| | 2022-05-20 | \$32.45 | \$3.25 | \$3.65 | \$0.00 | \$0.40 | \$7.00 | \$0.45 | \$0.05 | \$0.15 | \$47.40 | 3.0% | \$0.40 | \$0.30 | \$47.70 |
| | 2023-05-01 | \$34.23 | \$3.42 | \$3.80 | \$0.00 | \$0.50 | \$7.05 | \$0.45 | \$0.05 | \$0.15 | \$49.65 | 3.0% | \$0.40 | \$0.40 | \$50.05 |
| | 2024-05-01 | \$37.14 | \$3.71 | \$3.95 | \$0.00 | \$0.60 | \$7.10 | \$0.45 | \$0.05 | \$0.15 | \$53.15 | 3.0% | \$0.40 | \$0.50 | \$53.65 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | HEALTH & WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO. FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
|---------------------------|----------------|-------------|---------------------|------------------|----------------|--------------|---------|----------|---------------|-------------|---------------|---------------------|-----------------|---------------|---------------------|
| Group 4 - Working Foreman | 2021-05-01 | | | \$3.50 | \$ - | \$0.30 | \$6.95 | \$0.40 | \$0.05 | \$0.15 | \$11.35 | 3.0% | \$0.40 | \$0.18 | \$11.53 |
| | 2022-05-20 | | | \$3.65 | \$ - | \$0.40 | \$7.00 | \$0.45 | \$0.05 | \$0.15 | \$11.70 | 3.0% | \$0.40 | \$0.30 | \$12.00 |
| | 2023-05-01 | | | \$3.80 | \$ - | \$0.50 | \$7.05 | \$0.45 | \$0.05 | \$0.15 | \$12.00 | 3.0% | \$0.40 | \$0.40 | \$12.40 |
| | 2024-05-01 | | | \$3.95 | \$ - | \$0.60 | \$7.10 | \$0.45 | \$0.05 | \$0.15 | \$12.30 | 3.0% | \$0.40 | \$0.50 | \$12.80 |

Working Foreman shall be paid at a minimum rate of \$3.50 per hour more than the prevailing rate of the people the Foreman is supervising in that classification

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | HEALTH & WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | | INDUSTRY FUND | EMPLOYER TOTAL COST |
|-------------------------|-------------------|----------------|------------------------|---------------------|-------------------|--------------|---------|----------|------------------|------------|------------------|------------------------|--------------------|------------------|------------------------|
| | | | | | | | | | | | | WORKING DUES | OPDC - EMPLOYEE | | |
| Group 5 - Layout Men | 2021-05-01 | \$32.49 | \$3.25 | \$3.50 | \$ - | \$0.30 | \$6.95 | \$0.40 | \$0.05 | \$0.15 | \$47.09 | 3.0% | \$0.40 | \$0.18 | \$47.27 |
| | 2022-05-20 | \$34.22 | \$3.42 | \$3.65 | \$ - | \$0.40 | \$7.00 | \$0.45 | \$0.05 | \$0.15 | \$49.34 | 3.0% | \$0.40 | \$0.30 | \$49.64 |
| | 2023-05-01 | \$35.99 | \$3.60 | \$3.80 | \$ - | \$0.50 | \$7.05 | \$0.45 | \$0.05 | \$0.15 | \$51.59 | 3.0% | \$0.40 | \$0.40 | \$51.99 |
| | 2024-05-01 | \$38.90 | \$3.89 | \$3.95 | \$ - | \$0.60 | \$7.10 | \$0.45 | \$0.05 | \$0.15 | \$55.09 | 3.0% | \$0.40 | \$0.50 | \$55.59 |

Swing Stage Premium

1.02 The Employer agrees to pay employees who are required to work from a swing stage an additional premium of one dollar and fifty cents (\$1.50) per hour.

1.03 The Employer agrees to pay employees who perform swamping and/or crane signaling, an additional premium of seventy-five cents (\$0.75) per hour above the rate stated in Group 2.

ARTICLE 2 - VACATION PAY

2.01 Vacation Pay shall be paid to all employees at the rate of ten percent (10%) of gross earnings and shall be remitted to the Local 183 Vacation Pay Trust Fund on the forms provided.

ARTICLE 3 - WELFARE PLAN, PENSION PLAN AND TRAINING

3.01

(a) The Employer agrees to contribute on behalf of each of the Employer's employees covered by this Agreement into the Labourers' Pension Fund of Central and Eastern Canada an hourly amount as indicated below:

| | |
|------------|--------|
| 05/20/2022 | \$7.00 |
| 05/01/2023 | \$7.05 |
| 05/01/2024 | \$7.10 |

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 month in one payment and forwarded to:

Labourers' Pension Fund of Central & Eastern Canada
P.O. Box 9002, Station Main
Oakville, Ontario L6J 0B9

(b) The Employer agrees to contribute on behalf of each of the employees covered by this Agreement into the Labourers' Local 183 Welfare Trust Fund % (BPA), an hourly amount as indicated below:

| | |
|------------|--------|
| 05/20/2022 | \$3.65 |
| 05/01/2023 | \$3.80 |
| 05/01/2024 | \$3.95 |

Each monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest the last day of the preceding month in one payment, and forwarded to:

Local 183 Trust Administration
1263 Wilson Avenue, Suite 205
Toronto, Ontario M3M 3G3

If the Labourers Pension Fund of Central and Eastern Canada is unable to accept the contributions, including for employees over the age of 71 or working while also receiving a pension, then the Employer shall pay an equivalent amount into a non-pension fund as designated by Local 183 and/or the Pension Fund Administrator on the employee's behalf.

(c) The Employer agrees to contribute on behalf of each of the employees covered by this Agreement into the L.I.U.N.A. Local 183 Training Fund, an hourly amount of forty cents (\$0.40), as indicated in Article 1, and \$0.45 effective May 20, 2022, as indicated in Article 1. Such contributions shall be forwarded on the forms provided to:

Local 183 Trust Administration
1263 Wilson Avenue, Suite 205
Toronto, Ontario M3M 3G3

(d) The payments specified in Articles 3.01 (a), (b), and (c) above, together with a duly-completed Employer Report Form, shall be remitted by the fifteenth (15th) day of the month following the month for which the payments are due.

3.02 Upon thirty (30) days written notice to the Employer, Local 183 may amend the amounts of contributions for union dues, welfare, pension and training. Any such adjustments to same will form part of the then total current wage package.

ARTICLE 4 – WORKING DUES

4.01 The Employer agrees to deduct from the employee's wages, as set forth in Article 1 of this Appendix, working dues in the amount of three percent (3%) of the Group 1 hourly rate for each hour worked by all employees, and to remit the said working dues to Local 183 not later than the fifteenth (15th) day of the month following the month for which the deduction is made, in the following amounts:

| | |
|------------|--------|
| 05/20/2022 | \$1.04 |
| 05/01/2023 | \$1.08 |
| 05/01/2024 | \$1.17 |

(a) In addition to the above amounts, the Employer agrees to deduct from the employee's wages Ontario Provincial District Council (OPDC) dues in the amount of forty cents (\$0.40) per hour. OPDC dues shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada on the forms provided.

ARTICLE 5 - TRAVELLING AND ROOM AND BOARD ALLOWANCES

5.01 For all jobs within Ontario Labour Relations Board Areas 12 and 29, the following expenses will apply:

(a) The Employer shall pay employees straight time rates for all time spent travelling to the work site. Time will commence from leaving the assembly point and end at the time of arrival at the work site.

The travel Free Zone Area shall be the same as that in the current Labourers' I.C.I. Provincial Agreement.

(b) Employees who are required to use their own transportation will be paid an amount of fifty-seven cents (\$0.57) per kilometer one way from the starting point in the established zones as per the current Labourers' I.C.I. Provincial Agreement to the work site.

(c) Employees travelling in transportation supplied by the employer will be paid 50% of the travel allowance listed above.

(d) It is understood that if the Employer requires an employee to be out of town overnight, the Employer will provide, at its own expense, suitable room and board accommodation for the employee, or will pay to the employee a daily allowance of one hundred dollars (\$100.00).

ARTICLE 6 - PREFERENTIAL TREATMENT

6.01 In the event of layoff (permanent or temporary), and/or in the event of overtime, preference shall not be given to employees who are members of another Local Union, provided that the employees who are members of Local 183 are capable of performing the work within that classification. This shall also be applicable in circumstances where the reduction of crews is caused by inclement weather.

ARTICLE 7 - HOURS OF WORK AND REPORTING PAY

7.01 The hours of work for employees shall be nine (9) hours per day, Monday to Thursday, and eight (8) hours on Friday, and shall be worked between the hours of 7:00 a.m. to 6:00 p.m. Working hours outside the scope of these times may be changed only by mutual consent of the Employer and the Union.

7.02 All work performed in excess of nine (9) hours per day Monday to Thursday, and eight (8) hours on Friday, shall be paid for at the rate of time and one-half (1½) the employee's regular hourly rate.

7.03

- (a) Time and one-half (1½) the regular straight time hourly rate of pay shall be paid for all hours worked prior to 7:00 a.m., or after 6:00 p.m. in any day, notwithstanding that the employee has not already completed a full day's work.
- (b) Time and one-half (1½) the regular straight time hourly rate of pay shall be paid for hours worked on Saturday, and two (2) times the regular straight time hourly rate shall be paid for all hours worked on Sundays, and on Holidays save and except for shift work.

7.04 In the event an Employer fails to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, as liquidated damages, a sum equal to ten percent (10%) of the amount which the Employer has failed to pay on account of overtime.

7.05 Any employee working in the capacity of floor finisher who commences work before 12:00 noon of any day shall only receive the overtime premium after the employee has completed eight (8) hours of work, notwithstanding the overtime provisions of this Agreement.

7.06 An employee who reports for work at the Employer's job site, unless directed not to report the previous day by the employee's Employer and/or immediate supervisor, and for whom no work is available for any reason, shall receive a minimum of one (1) hour's reporting pay. The employee shall remain on the job site for one (1) hour if requested to do so by the employee's immediate supervisor.

ARTICLE 8 - TRUSTEE APPOINTMENTS

8.01 It is the position of the Association to be granted the right to appoint a trustee to each of the Welfare and Training Funds, and the Union will use its best efforts to secure observer status for a representative of the Association. The Union will furnish a written letter, providing an update regarding the appointment of Trustees.

ARTICLE 9 - INDUSTRY FUND

9.01

- (a) Effective May 20, 2022, the Employers agree to contribute thirty cents (\$0.30) per hour for each hour worked by all employees covered by this Agreement to the Industry Fund. The Employers further agree to pay effective May 1, 2023, forty cents (\$0.40) for each hour worked by all employees covered by this Agreement to the Industry Fund, and effective May 1, 2024, fifty cents (\$0.50) for each hour worked by all employees covered by this Agreement to the Industry Fund.
- (b) The Employers agree to contribute five cents (\$0.05) per hour for each hour worked by all employees covered by this Agreement towards an Industry Liaison Fund.

9.02

- (a) The Employers agree to remit the contribution required under Article 9.01 hereof to the Union not later than the fifteenth (15th) day of the month following the month for which the contribution is due.
- (b) It is agreed that Employers shall use the Welfare Contribution Form (or such other form as is specified by the Union or any one of the Local Unions to which Schedule "E" applies) for the calculation and remittance of the Industry Fund contribution.

- (c) The Union or its Administrator will provide monthly reports to the Association outlining the name of the Employer, the hours worked and the amount paid. In the event no such contributions are received, the Union shall forward a "Nil" report to the Association.
- (d) The Union agrees to use its grievance procedures to collect Industry Fund contributions, where applicable, for work performed under this Schedule.

9.03 The Union agrees that these sums, which represent each Employer's contribution to the cost of negotiating and administering this Agreement, shall be forwarded to the Association on a monthly basis.

9.04 The Association agrees to notify the Union of any changes in the Industry Fund.

ARTICLE 10 - HARDSHIP CLAUSE

10.01 Where a particular clause, article or provision contained within this Agreement works a hardship on any party bound to this Agreement, those parties may meet and may by mutual consent amend, add or delete such clause, article or provision and such agreement will form part of this Agreement commencing from the effective date thereof.

ARTICLE 11 - FLOOR FINISHING REPAIR

11.01 The Parties agree to incorporate a new classification for workers required to complete remedial work. Once the Association has defined the scope of work, it shall notify the Union and begin discussions for related training and wages.

ARTICLE 12 - SAFETY

12.01 The Association and the Union have agreed to develop new language to ensure each and every employee receives the necessary training to ensure the employee's safety while on the work site. The Parties will meet to develop such language at the call of either party.

12.02 The Association and the Union have agreed that safety is an important issue and in this respect have agreed to develop language dealing with employees who have been suspended from work as a result of a progressive disciplinary system for failing to abide by the Occupational Health and Safety Regulations and the Employer's health and safety policy. The Parties will meet to develop such language at the call of either party.

12.03 The Association and the Union have agreed to develop language that will permit the Employer to provide safety harnesses to each and every employee and be allowed to deduct a nominal amount for same from the employee's pay cheque. The employee will receive reimbursement once the equipment is returned to the Employer at the end of the project. The Parties will meet to develop such language at the call of either party.

SCHEDULE "D" (VII)

APPLICABLE TO LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183 – WEST OLRB Board Areas 7 and 27, The Counties of Wellington and Dufferin

ARTICLE 1 – WAGES AND CLASSIFICATIONS

1.01 The following rates shall be paid to members of Local 183 West. The Group Classifications are those established in Schedule "C". It is understood that employees may be paid wages by cheque, direct deposit or cash.

| CLASSIFICATION AND WAGES LOCAL 183 - THE COUNTIES OF WELLINGTON AND DUFFERIN | | | | | | | | | | | | | | | |
|---|-------------------|----------------|------------------------|---------------------|-------------------|--------------|---------|----------|------------------|-------------|------------------|------------------------|------------------|------------------------|---------|
| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | HEALTH & WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO. FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | INDUSTRY FUND | EMPLOYER TOTAL COST | |
| Group 1 - Form Builders-Setters (Carpenters) | 2021-05-01 | \$33.39 | \$3.34 | \$4.20 | \$ - | \$1.00 | \$7.90 | \$0.30 | \$0.10 | \$0.20 | \$50.43 | 3.0% | \$0.40 | \$0.00 | \$50.43 |
| | 2022-05-20 | \$35.12 | \$3.51 | \$4.35 | \$ - | \$1.10 | \$7.95 | \$0.35 | \$0.10 | \$0.20 | \$52.68 | 3.0% | \$0.40 | \$0.30 | \$52.98 |
| | 2023-05-01 | \$36.89 | \$3.69 | \$4.50 | \$ - | \$1.20 | \$8.00 | \$0.35 | \$0.10 | \$0.20 | \$54.93 | 3.0% | \$0.40 | \$0.40 | \$55.33 |
| | 2024-05-01 | \$39.80 | \$3.98 | \$4.65 | \$ - | \$1.30 | \$8.05 | \$0.35 | \$0.10 | \$0.20 | \$58.43 | 3.0% | \$0.40 | \$0.50 | \$58.93 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | HEALTH & WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO. FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | INDUSTRY FUND | EMPLOYER TOTAL COST |
|---|----------------|-------------|---------------------|------------------|----------------|--------------|---------|----------|---------------|-------------|---------------|---------------------|---------------|---------------------|
| Group 2 - Concrete Workers/Rodmen (Reinforcing Steel) - Swamper - Cement Finisher | 2021-05-01 | \$32.35 | \$3.24 | \$4.20 | \$ - | \$1.00 | \$7.90 | \$0.30 | \$0.10 | \$0.20 | \$49.29 | 3.0% | \$0.40 | \$49.29 |
| | 2022-05-20 | \$34.08 | \$3.41 | \$4.35 | \$ - | \$1.10 | \$7.95 | \$0.35 | \$0.10 | \$0.20 | \$51.54 | 3.0% | \$0.40 | \$51.84 |
| | 2023-05-01 | \$35.85 | \$3.59 | \$4.50 | \$ - | \$1.20 | \$8.00 | \$0.35 | \$0.10 | \$0.20 | \$53.79 | 3.0% | \$0.40 | \$54.19 |
| | 2024-05-01 | \$38.76 | \$3.88 | \$4.65 | \$ - | \$1.30 | \$8.05 | \$0.35 | \$0.10 | \$0.20 | \$57.29 | 3.0% | \$0.40 | \$57.79 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | HEALTH & WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO. FUND | TOTAL PACKAGE | EMPLOYEE DEDUCTIONS | INDUSTRY FUND | EMPLOYER TOTAL COST | |
|------------------------------------|----------------|-------------|---------------------|------------------|----------------|--------------|---------|----------|---------------|-------------|---------------|---------------------|---------------|---------------------|---------|
| Group 3 - Form Helpers (Labourers) | 2021-05-01 | \$31.35 | \$3.14 | \$4.20 | \$ - | \$1.00 | \$7.90 | \$0.30 | \$0.10 | \$0.20 | \$48.19 | 3.0% | \$0.40 | \$ - | \$48.19 |
| | 2022-05-20 | \$33.08 | \$3.31 | \$4.35 | \$ - | \$1.10 | \$7.95 | \$0.35 | \$0.10 | \$0.20 | \$50.44 | 3.0% | \$0.40 | \$0.30 | \$50.74 |
| | 2023-05-01 | \$34.85 | \$3.49 | \$4.50 | \$ - | \$1.20 | \$8.00 | \$0.35 | \$0.10 | \$0.20 | \$52.69 | 3.0% | \$0.40 | \$0.40 | \$53.09 |
| | 2024-05-01 | \$37.76 | \$3.78 | \$4.65 | \$ - | \$1.30 | \$8.05 | \$0.35 | \$0.10 | \$0.20 | \$56.19 | 3.0% | \$0.40 | \$0.50 | \$56.69 |

Group 4 - Working Foreman

Working Foreman shall be paid at a minimum rate of \$1.00 per hour more than the prevailing rate of the people the Foreman is supervising in that classification

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | HEALTH & WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO. FUND | TOTAL PACKAGE | WORKING DUES | OPDC-EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
|----------------------|----------------|-------------|---------------------|------------------|----------------|--------------|---------|----------|---------------|-------------|---------------|--------------|---------------|---------------|---------------------|
| Group 5 - Layout Men | 2021-05-01 | \$33.64 | \$3.36 | \$4.20 | \$ - | \$1.00 | \$7.90 | \$0.30 | \$0.10 | \$0.20 | \$50.70 | 3.0% | \$0.40 | \$ - | \$50.70 |
| | 2022-05-20 | \$35.37 | \$3.53 | \$4.35 | \$ - | \$1.10 | \$7.95 | \$0.35 | \$0.10 | \$0.20 | \$52.95 | 3.0% | \$0.40 | \$0.30 | \$53.25 |
| | 2023-05-01 | \$37.14 | \$3.71 | \$4.50 | \$ - | \$1.20 | \$8.00 | \$0.35 | \$0.10 | \$0.20 | \$55.20 | 3.0% | \$0.40 | \$0.40 | \$55.60 |
| | 2024-05-01 | \$40.05 | \$4.00 | \$4.65 | \$ - | \$1.30 | \$8.05 | \$0.35 | \$0.10 | \$0.20 | \$58.70 | 3.0% | \$0.40 | \$0.50 | \$59.20 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | HEALTH & WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO. FUND | TOTAL PACKAGE | WORKING DUES | OPDC-EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
|----------------------------|----------------|-------------|---------------------|------------------|----------------|--------------|---------|----------|---------------|-------------|---------------|--------------|---------------|---------------|---------------------|
| Group 6 - Unskilled Labour | 2021-05-01 | \$29.35 | \$2.94 | \$4.20 | \$ - | \$1.00 | \$7.90 | \$0.30 | \$0.10 | \$0.20 | \$45.99 | 3.0% | \$0.40 | \$ - | \$45.99 |
| | 2022-05-20 | \$31.08 | \$3.11 | \$4.35 | \$ - | \$1.10 | \$7.95 | \$0.35 | \$0.10 | \$0.20 | \$48.24 | 3.0% | \$0.40 | \$0.30 | \$48.54 |
| | 2023-05-01 | \$32.85 | \$3.29 | \$4.50 | \$ - | \$1.20 | \$8.00 | \$0.35 | \$0.10 | \$0.20 | \$50.49 | 3.0% | \$0.40 | \$0.40 | \$50.89 |
| | 2024-05-01 | \$35.76 | \$3.58 | \$4.65 | \$ - | \$1.30 | \$8.05 | \$0.35 | \$0.10 | \$0.20 | \$53.99 | 3.0% | \$0.40 | \$0.50 | \$54.49 |

LOW RISE WEST RATE INCREASES

CLASSIFICATIONS AND WAGES LOCAL 183 – WEST

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY -10% | HEALTH & WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO FUND | TOTAL PACKAGE | WORKING DUES | OPDC-EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
|---------------------------------|----------------|-------------|-------------------|------------------|----------------|--------------|---------|----------|---------------|------------|---------------|--------------|---------------|---------------|---------------------|
| Group 1 - Form Setters Builders | 01/05/2021 | \$30.62 | \$3.06 | \$4.20 | \$ - | \$1.00 | \$6.52 | \$0.10 | \$0.05 | \$0.20 | \$45.75 | 3.0% | \$0.40 | \$0.18 | \$45.93 |
| | 20/05/2022 | \$32.25 | \$3.23 | \$4.35 | \$ - | \$1.10 | \$6.57 | \$0.15 | \$0.05 | \$0.20 | \$48.00 | 3.0% | \$0.40 | \$0.30 | \$48.30 |
| | 01/05/2023 | \$34.12 | \$3.41 | \$4.50 | \$ - | \$1.20 | \$6.62 | \$0.15 | \$0.05 | \$0.20 | \$50.25 | 3.0% | \$0.40 | \$0.40 | \$50.65 |
| | 01/05/2024 | \$37.03 | \$3.70 | \$4.65 | \$ - | \$1.30 | \$6.67 | \$0.15 | \$0.05 | \$0.20 | \$53.75 | 3.0% | \$0.40 | \$0.50 | \$54.25 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY -10% | HEALTH & WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO FUND | TOTAL PACKAGE | WORKING DUES | OPDC-EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST |
|--|----------------|-------------|-------------------|------------------|----------------|--------------|---------|----------|---------------|------------|---------------|--------------|---------------|---------------|---------------------|
| Group 2 - Concrete Workers/Rodman (Reinforcing Steel), | 01/05/2021 | \$25.56 | \$2.96 | \$4.20 | \$ - | \$1.00 | \$6.52 | \$0.10 | \$0.05 | \$0.20 | \$44.59 | 3.0% | \$0.40 | \$0.18 | \$44.77 |
| | 20/05/2022 | \$31.29 | \$3.13 | \$4.35 | \$ - | \$1.10 | \$6.57 | \$0.15 | \$0.05 | \$0.20 | \$46.94 | 3.0% | \$0.40 | \$0.30 | \$47.14 |
| | 01/05/2023 | \$33.06 | \$3.31 | \$4.50 | \$ - | \$1.20 | \$6.62 | \$0.15 | \$0.05 | \$0.20 | \$49.09 | 3.0% | \$0.40 | \$0.40 | \$49.49 |
| | 01/05/2024 | \$35.97 | \$3.60 | \$4.65 | \$ - | \$1.30 | \$6.67 | \$0.15 | \$0.05 | \$0.20 | \$52.59 | 3.0% | \$0.40 | \$0.50 | \$53.09 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | HEALTH & WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO. FUND | EMPLOYEE DEDUCTIONS | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST | |
|--|----------------|-------------|---------------------|------------------|----------------|--------------|---------|----------|---------------|-------------|---------------------|-----------------|---------------|---------------------|---------|
| Group 3 - Form Setter Helper (Labourers) | 01/05/2021 | \$28.56 | \$2.86 | \$4.20 | \$ - | \$1.00 | \$6.52 | \$0.10 | \$0.05 | \$0.20 | \$43.49 | 3.0% | \$0.40 | \$0.18 | \$43.67 |
| | 20/05/2022 | \$30.29 | \$3.03 | \$4.35 | \$ - | \$1.10 | \$6.57 | \$0.15 | \$0.05 | \$0.20 | \$45.74 | 3.0% | \$0.40 | \$0.30 | \$46.04 |
| | 01/05/2023 | \$32.06 | \$3.21 | \$4.50 | \$ - | \$1.20 | \$6.62 | \$0.15 | \$0.05 | \$0.20 | \$47.99 | 3.0% | \$0.40 | \$0.40 | \$48.39 |
| | 01/05/2024 | \$34.97 | \$3.50 | \$4.65 | \$ - | \$1.30 | \$6.67 | \$0.15 | \$0.05 | \$0.20 | \$51.49 | 3.0% | \$0.40 | \$0.50 | \$51.99 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | HEALTH & WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO. FUND | EMPLOYEE DEDUCTIONS | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST | |
|---------------------------|----------------|-------------|---------------------|------------------|----------------|--------------|---------|----------|---------------|-------------|---------------------|-----------------|---------------|---------------------|---------|
| Group 4 - Working Foremen | 01/05/2021 | \$32.85 | \$3.28 | \$4.20 | \$ - | \$1.00 | \$6.52 | \$0.10 | \$0.05 | \$0.20 | \$48.20 | 3.0% | \$0.40 | \$0.18 | \$48.38 |
| | 20/05/2022 | \$34.58 | \$3.45 | \$4.35 | \$ - | \$1.10 | \$6.57 | \$0.15 | \$0.05 | \$0.20 | \$50.45 | 3.0% | \$0.40 | \$0.30 | \$50.75 |
| | 01/05/2023 | \$36.35 | \$3.63 | \$4.50 | \$ - | \$1.20 | \$6.62 | \$0.15 | \$0.05 | \$0.20 | \$52.70 | 3.0% | \$0.40 | \$0.40 | \$53.10 |
| | 01/05/2024 | \$39.26 | \$3.92 | \$4.65 | \$ - | \$1.30 | \$6.67 | \$0.15 | \$0.05 | \$0.20 | \$56.20 | 3.0% | \$0.40 | \$0.50 | \$56.70 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | HEALTH & WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO. FUND | EMPLOYEE DEDUCTIONS | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST | |
|----------------------|----------------|-------------|---------------------|------------------|----------------|--------------|---------|----------|---------------|-------------|---------------------|-----------------|---------------|---------------------|---------|
| Group 5 - Layout Men | 01/05/2021 | \$30.85 | \$3.08 | \$4.20 | \$ - | \$1.00 | \$6.52 | \$0.10 | \$0.05 | \$0.20 | \$46.00 | 3.0% | \$0.40 | \$0.18 | \$46.18 |
| | 20/05/2022 | \$32.58 | \$3.25 | \$4.35 | \$ - | \$1.10 | \$6.57 | \$0.15 | \$0.05 | \$0.20 | \$48.25 | 3.0% | \$0.40 | \$0.30 | \$48.55 |
| | 01/05/2023 | \$34.35 | \$3.43 | \$4.50 | \$ - | \$1.20 | \$6.62 | \$0.15 | \$0.05 | \$0.20 | \$50.50 | 3.0% | \$0.40 | \$0.40 | \$50.90 |
| | 01/05/2024 | \$37.26 | \$3.72 | \$4.65 | \$ - | \$1.30 | \$6.67 | \$0.15 | \$0.05 | \$0.20 | \$54.00 | 3.0% | \$0.40 | \$0.50 | \$54.50 |

| WAGE CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | VACATION PAY - 10 % | HEALTH & WELFARE | LONG TERM CARE | RETIREE FUND | PENSION | TRAINING | PREPAID LEGAL | PROMO. FUND | EMPLOYEE DEDUCTIONS | OPDC - EMPLOYEE | INDUSTRY FUND | EMPLOYER TOTAL COST | |
|---|----------------|-------------|---------------------|------------------|----------------|--------------|---------|----------|---------------|-------------|---------------------|-----------------|---------------|---------------------|---------|
| Group 6 - New Hire (Unskilled Labour - 60 days maximum) | 01/05/2021 | \$23.56 | \$2.36 | \$4.20 | \$ - | \$1.00 | \$6.52 | \$0.10 | \$0.05 | \$0.20 | \$37.99 | 3.0% | \$0.40 | \$0.18 | \$38.17 |
| | 20/05/2022 | \$25.29 | \$2.53 | \$4.35 | \$ - | \$1.10 | \$6.57 | \$0.15 | \$0.05 | \$0.20 | \$40.24 | 3.0% | \$0.40 | \$0.30 | \$40.54 |
| | 01/05/2023 | \$27.06 | \$2.71 | \$4.50 | \$ - | \$1.20 | \$6.62 | \$0.15 | \$0.05 | \$0.20 | \$42.49 | 3.0% | \$0.40 | \$0.40 | \$42.89 |
| | 01/05/2024 | \$29.97 | \$3.00 | \$4.65 | \$ - | \$1.30 | \$6.67 | \$0.15 | \$0.05 | \$0.20 | \$45.99 | 3.0% | \$0.40 | \$0.50 | \$46.49 |

ARTICLE 2 - LOCAL 183 MEMBERS' VACATION PAY FUND

2.01

- (a) The parties hereto agree to pay vacation pay into a holiday and vacation pay fund, known as the "Labourers' International Union of North America, Local 183 Members' Holiday and Vacation Pay Fund", the terms for which are set out in a separate Trust Document and its amendments, which is hereby made part of this Agreement. The said Trust Fund will be jointly administered by an equal number of Management and Union Trustees.
- (b) The parties hereto acknowledge that they are familiar with the contents of the Agreement and Declaration of Trust establishing the said Local 183 Members' Holiday and Vacation Pay Fund as amended, and they agree to be bound by the terms and conditions of the said Agreement and Declaration as amended, as if original parties thereto, and as if the same formed part of this Collective Agreement. In the event that any of the terms and conditions of the said Agreement and Declaration, as amended, are in any way further altered, added to or amended, then the parties to this Collective Agreement shall be bound by the same as if original parties thereto, and as if the same formed part of this Collective Agreement.

2.02 Vacation with pay for employees shall be paid at the rate of ten percent (10%) of gross earnings.

2.03 It is understood and agreed that the portion of vacation with pay over four percent (4%) as set forth in Article 2.02 of this Schedule, is paid in lieu of statutory holiday pay.

2.04 It is understood and agreed that vacation pay payments from the Fund to employees will be paid out annually between June 1st and 15th in each year.

2.05 The Union and the Association agree, having regard to the acceptance and adoption by the Trustees of the Labourers' Local 183 Members' Vacation Pay Fund (the "Fund"), that section 4.03(o) of the Agreement and Declaration of Trust made as of January 1, 2015, establishing the said Fund be amended, as follows:

Article 4.03(o)

Any income earned by the Fund shall be applied as follows:

- i. To the payment of the expenses incurred in the administration of the Fund including but not limited to, the expenses of the Trustees, the Administrative Agent and such legal counsel, investment counsel, accounting, actuarial and clerical assistants as are employed from time to time by the Trustees;
- ii. To provide for any liability for income tax in respect of the income of the Fund, if applicable.
- iii. To the payment of Vacation Pay to the employees of a bankrupt or insolvent Employer or an Employer who no longer carries on business where the said Employer defaulted on payment to the Fund due to bankruptcy, insolvency or discontinuance of a business, at any time after the date of this agreement, on such terms, in such amounts and subject to such conditions as the Trustees may decide from time to time;
- iv. To the setting up of any reserves which the Trustees may deem appropriate; and
- v. At the conclusion of the fiscal year end of the Fund, any surplus remaining after the application of the above items i, ii, iii and iv will be paid to the Union. In the event after the application of the above items i, ii, iii and iv a deficit exists the Union will be responsible to fund such deficit.

The release of any surplus funds must be approved by the Trustees at their annual meeting and be based on audited financial statements.

- vi Effective the first day of January, 2015 the contributing Associations to the Fund are no longer eligible for a share of the surplus nor liable for any deficits that may occur.

ARTICLE 3 - WELFARE PLAN AND PENSION PLAN

3.01 The Employer shall pay on behalf of each of the Employer's employees into the Labourers' Multi-Local Welfare Trust Fund of Ontario on the following basis:

(a) High-Rise Forming

Effective May 20, 2022, \$4.35 for each hour worked;
Effective May 1, 2023, \$4.50 for each hour worked; and
Effective May 1, 2024, \$4.65 for each hour worked;

(b) Low-Rise Forming

Effective May 20, 2022, \$4.35 for each hour worked;
Effective May 1, 2023, \$4.50 for each hour worked; and
Effective May 1, 2024, \$4.65 for each hour worked;

3.02 The Employer shall pay on behalf of each of the Employer's employees into the Labourers' Pension Fund of Central and Eastern Canada on the following basis:

(a) High-Rise Forming

Effective May 20, 2022, \$7.95 for each hour worked;
Effective May 1, 2023, \$8.00 for each hour worked; and
Effective May 1, 2024, \$8.05 for each hour worked;

(b) Low-Rise Forming

Effective May 20, 2022, \$6.57 for each hour worked;
Effective May 1, 2023, \$6.62 for each hour worked; and

Effective May 1, 2024, \$6.67 for each hour worked;

3.03 Effective May 1, 2016, the Employer agrees to deduct \$0.40 per hour for working dues for each hour worked by the employees covered by this Agreement and payable to L.I.U.N.A. Ontario Provincial District Council.

3.04 The above working dues shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada. The Employer shall, when remitting such dues, submit a list of names, social insurance numbers and number of hours worked for those on whose behalf such deductions were made, on one Standard Benefits Reporting Form showing all applicable deductions and/or contributions.

3.05 If the Labourers Pension Fund of Central and Eastern Canada is unable to accept the contributions, including for employees over the age of 71 or working while also receiving a pension, then the Employer shall pay an equivalent amount into a non-pension fund as designated by Local 183 and/or the Pension Fund Administrator on the employee's behalf.

ARTICLE 4 - WORKING DUES

4.01 The Employer agrees to deduct from the employees' wages, working dues in the amount three percent (3%) per hour for each hour worked by each employee and to remit the said working dues to Local 183 West not later than the fifteenth (15th) day of the month following the month for which the deduction is due.

It is agreed that the Employer shall remit all working dues for all hours worked in the Local 183 West jurisdiction by any member of the Labourers' International Union of North America, to Local 183 West, regardless of which Local that they are a member of.

The Employer shall, when remitting such dues, submit a list of names, social insurance numbers and number of hours worked for those on whose behalf such deductions were made, on the Welfare Contribution Form showing all applicable

deductions and/or contributions. The above deductions shall be remitted together with the Local 506 West contributions to Local 183.

ARTICLE 5 – TRAVELLING AND ROOM AND BOARD ALLOWANCES

5.01 Where the Employer transfers an employee from one job to another during working hours, the transportation and time in transit shall be paid by the Employer.

5.02 When an employee is transferred at the request of the Employer during working hours and provides the employee's own transportation, he/she shall be paid his/her regular rate of pay while travelling from job to job, plus transportation costs of \$0.55 per kilometer effective May 3, 2010.

5.03 Any employee covered by this Agreement who drives a company vehicle shall be paid transportation both ways.

5.04 Employees who are sent to do work within the area of this Agreement shall, if required by the Employer to remain away from home overnight, be paid their expenditures for board and lodging at \$120.00 per day that the employee reports for work.

5.05 The Employer may provide suitable board and lodging without cost to the employee in lieu of the board allowance provided in Article 5.04.

5.06 Travelling expenses shall be paid to all employees who are required to report for work outside of the free zones described below at the rate of forty-five cents (\$0.45) per kilometer effective May 3, 2010 from the edge of the free zone to the job site and return.

Zone One - a sixty (60) kilometer radius from City Hall in Cambridge

Zone Two - a sixty (60) kilometer radius from Orangeville City Hall.

ARTICLE 6 – TRAINING FUND

6.01 Effective May 20, 2022, the Employer shall pay on behalf of each of the Employer's employees into the L.I.U.N.A. Local 183 Training Trust Fund a training contribution of \$0.35 per hour for each hour worked by each employee.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.01 The hours of work of employees shall be nine (9) hours per day, Monday to Thursday inclusive, and eight (8) hours on Friday, and shall be worked between the hours of 7:00 a.m. and 6:00 p.m. Working hours outside the scope of these times may be changed only by mutual consent of the Employer and the Union.

7.02 All work performed in excess of nine (9) hours per day shall be paid for at one and one-half (1½) times the employee's regular hourly rate.

7.03

(a) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked prior to 7:00 o'clock in the morning or after 6:00 o'clock in the evening in any day, notwithstanding that the employee has not already completed a full day's work.

(b) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked on Saturday and two (2) times the regular straight time hourly rate shall be paid for hours worked on a Sunday and on holidays save and except for shift work.

7.04 In the event an Employer fails to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, as liquidated damages, a sum equal to ten percent (10%) of the amount which the Employer has failed to pay on account of overtime.

7.05 Any employee working in the capacity of floor finisher who commences work before 12:00 Noon of any day shall only receive the overtime premium after the employee has completed eight (8) hours of work, notwithstanding the overtime provisions of this Agreement.

ARTICLE 8 – SHOW UP TIME

8.01 One (1) hours' pay, together with travelling allowance whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to any reason, provided the employee remains on the job for one (1) hour after the employee's designated starting time whenever requested by the superintendent or foreman. However, no reporting pay shall be allowed where an employee has been informed not to report for work and such information has been given to him one (1) hour prior to commencement of the shift. An employee that is requested to, and volunteers to work in inclement weather conditions shall be paid a minimum of two (2) hours wages. If an employee starts to work and the weather subsequently becomes inclement and the employee continues to work when asked, the employee shall be entitled to the two (2) hours.

ARTICLE 9 – RECALL

9.01 Under the provisions of Article 27, Paragraph 27.01, of the Master Portion, the Employer when hiring the Employer's work force shall have the prerogative of first recalling any unemployed member in good standing of Local 506 West who has been in the Employer's employ during the twelve (12) months of the date of rehire and such employee shall obtain a referral slip from the Union within two (2) working days of date of rehire.

ARTICLE 10 – INDUSTRY FUND

10.01

- (a) Effective May 20, 2022, the Employers agree to contribute thirty cents (\$0.30) per hour for each hour worked by all employees covered by this Agreement to the Industry Fund. The Employers further agree to pay effective May 1, 2023, forty cents (\$0.40) for each hour worked by all employees covered by this Agreement to the Industry Fund, and effective May 1, 2024, fifty cents (\$0.50) for each hour worked by all employees covered by this Agreement to the Industry Fund.
- (b) The Employers agree to contribute five cents (\$0.05) per hour for each hour worked by all employees covered by this Agreement towards an Industry Liaison Fund.

10.02

- (a) The Employers agree to remit the contribution required under Article 10.01 hereof to the Union not later than the fifteenth (15th) day of the month following the month for which the contribution is due.
- (b) It is agreed that Employers shall use the Welfare Contribution Form (or such other form as is specified by the Union or any one of the Local Unions to which Schedule “E” applies) for the calculation and remittance of the Industry Fund contribution.
- (c) The Union or its Administrator will provide monthly reports to the Association outlining the name of the Employer, the hours worked and the amount paid. In the event no such contributions are received, the Union shall forward a “Nil” report to the Association.

(d) The Union agrees to use its grievance procedures to collect Industry Fund contributions, where applicable, for work performed under this Schedule.

10.03 The Union agrees that these sums, which represent each Employer's contribution to the cost of negotiating and administering this Agreement, shall be forwarded to the Association on a monthly basis.

10.04 The Association agrees to notify the Union of any changes in the Industry Fund.

ARTICLE 11 – HARDSHIP CLAUSE

11.01 Where a particular clause, article or provision contained within this Agreement works a hardship on any party bound to this Agreement, those parties may meet and may be mutual consent, amend, add or delete such clause, article or provision and such Agreement will form part of this Agreement commencing from the effective date thereof.

ARTICLE 12 — NOTICE TO LOCAL UNION

12.01 It is agreed that a failure by the Employer to provide notice as and when required under Article 30.01 of the Master Portion of this Collective Agreement in the low-rise residential sector of the construction industry shall constitute a violation of this Collective Agreement, and shall require the Employer to pay to the Local Union a specific penalty of one thousand dollars (\$1,000.00) per day for each day the violation occurs.

ARTICLE 13 - SAFETY WORK BOOTS ALLOWANCE

13.01 The Employer agrees to reimburse employees for safety boots, after every four (4) months of employment for the Employer, and layoffs for periods of less than one (1) month shall not affect an employee's entitlement for reimbursement.

13.02 Reimbursement of safety boots is limited to twice per year and the year runs from May 1st to April 30th. The employee must provide the Employer with an original receipt for same and notwithstanding the amount of the receipt, \$100.00 shall be paid.

Such payment is an expense for the Employer and will not be included as income for the employee or be included on the employee's T4.

LETTER OF UNDERSTANDING No. 1

BETWEEN:

The Ontario Formwork Association

(the “Association”)

-and-

Labourers’ International Union of North America, Local 183

(the “Union”)

The Association and the Union agree, each with the other, as follows:

1. The parties agree to meet as soon as practical with a view to co-operating in increasing the employment of the Union’s members on projects undertaken in the Union’s geographic area set out in Appendix 9 to Schedule “E” subject to the expectancy of the Union’s members to perform the work required.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo

Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE



Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

DATE

ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO



Jack Oliveira (Jan 26, 2023 18:30 EST)

JACK OLIVEIRA

01/26/2023

DATE



Armando Camara (Jan 27, 2023 08:22 EST)

ARMANDO CAMARA

01/27/2023

DATE

Dino Drigo

Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE



Derek Melo (Jan 27, 2023 14:01 EST)

DEREK MELO

01/27/2023

DATE



Brandon Mackinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

DATE



MIKE GALLAGHER

Jan 30, 2023

DATE



DAVE TURPLE

01/26/2023

DATE



Virgil Nose (Jan 26, 2023 18:47 EST)

VIRGIL NOSE

01/26/2023

DATE

LETTER OF UNDERSTANDING No. 2

BETWEEN:

The Ontario Formwork Association

(the “Association”)

-and-

Labourers’ International Union of North America, Local 183

(the “Union”)

The Association and the Union agree, each with the other, as follows:

The Employer agrees to pay employees a parking reimbursement of up to ten dollars (\$10.00) per day, whenever parking is not provided by the employer. Daily parking reimbursement will not be paid where the Employer has made arrangements for parking on or off site.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo
Tony DiNardo (Jan 27, 2023 13:27 EST)
TONY DINARDO

January 27, 2023
DATE

Danny Verrilli
Danny Verrilli (Feb 3, 2023 17:19 AST)
DANNY VERRILLI

01 /28/23
DATE

ON BEHALF OF:
THE FORMWORK COUNCIL OF ONTARIO

Jack Oliveira
Jack Oliveira (Jan 26, 2023 18:30 EST)
JACK OLIVEIRA

01/26/2023
DATE

Armando Camara
Armando Camara (Jan 27, 2023 08:22 EST)
ARMANDO CAMARA

01/27/2023
DATE

Dino Drigo
Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE


Derek Melo (Jan 27, 2023 14:01 EST)

DEREK MELO

01/27/2023

DATE


Brandon Mackinnon (Jan 27, 2023 08:05 EST)

BRANDON MACKINNON

01/27/2023

DATE



MIKE GALLAGHER

Jan 30, 2023

DATE


Dave Purple (Jan 26, 2023 20:15 EST)

DAVE TURPLE

01/26/2023

DATE


Virgil Nose (Jan 26, 2023 18:47 EST)

VIRGIL NOSE

01/26/2023

DATE

SCHEDULE "E"

APPLICABLE TO

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA LOCALS 493, 506, 527, 607, 625, 837, 1036, 1059 and 1089

ARTICLE 1

1.01 Upon any of the Employers:

- (a) performing work covered by the Agreement within the territorial jurisdiction of any one of Labourers' International Union of North America – Locals 493, 506, 527, 607, 625, 837, 1036, 1059 and 1089 (the "Local Unions"); and
- (b) hiring members of any one of the Local Unions within whose territorial jurisdictions the work is performed, the terms and conditions of the Agreement, this Schedule, and the applicable Appendix attached to this Schedule shall apply to the members of the Local Union.

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Schedule and the applicable Appendix, the terms and conditions of this Schedule and the applicable Appendix shall govern.

ARTICLE 2 - TERRITORIAL JURISDICTIONS

2.01 The following are the territorial jurisdictions of the Local Unions to which this Schedule applies:

- (a) **Local 493**

The District of Sudbury 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) kilometer radius of the Timmins Federal

Building, including the portion lying north of Highway 101 West to the border of the District of Algoma, 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.

(b) **Local 506**

The City of Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and that 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; O.L.R.B. Geographic Area 18 known as Simcoe County, excluding the Townships of Rama, Mara and Thorah; and O.L.R.B. Geographic Areas of 7 and 27 known as the Counties of Wellington and Dufferin.

(c) **Local 527**

OLRB Areas 13, 14, 15, 30 & 31: the Regional Municipality of Ottawa-Carleton, the Counties of Grenville, Lanark, Russell, Prescott, Dundas, Stormont, Glengarry and Renfrew and the geographic Townships of North Crosby, South Crosby, Bastard, Kitley and Elizabethtown in the County of Leeds.

(d) **Local 607**

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

(e) **Local 625**

The Counties of Essex and Chatham-Kent.

(f) **Local 837**

The County of Wentworth, that portion of Halton County west of Highway 25, extended in a straight line to the Queen Elizabeth Way. For the portion south of the Queen Elizabeth Way the property dividing the B.P. and Shell Oil Refineries in the County of Halton, and Board Area No. 5, namely, the Counties of Lincoln, Welland and Haldimand; and O.L.R.B. Geographic Area 6, namely, the Regional Municipality of Waterloo and O.L.R.B. Geographic Area 4, namely, the Counties of Brant and Norfolk.

(g) **Local 1036**

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.

(h) **Local 1059**

The Counties of Middlesex, Huron, Bruce, Perth, Oxford and Elgin, recognized as Ontario Labour Relations Board Area No. 3 and the County of Grey recognized as Ontario Labour Relations Board Area No. 28.

(i) **Local 1089**

County of Lambton.

ARTICLE 3 - GRIEVANCE AND ARBITRATION

3.01 When an Employer performs work in a Local Union's territorial jurisdiction, the said Local Union has the right to file a grievance concerning the interpretation, application, administration or alleged violation of the applicable Appendix to this Schedule, including any question as to whether a matter is arbitrable, in accordance with the following process:

- (a) to process such grievance according to Articles 5 and 6 (Grievance Procedure and Arbitration) of the Agreement, as if the Local Union was a party to the Agreement; or
- (b) notwithstanding Articles 5 and 6 (Grievance Procedure and Arbitration) of the Agreement, to refer such grievance to the Ontario Labour Relations Board for final and binding determination pursuant to the *Labour Relations Act*, R.S.O. 1980, c.228, and, in particular section 126 thereof, as if the Local Union was a party to the Agreement and the Association, by and on behalf of its member employers, covenants and agrees to treat such referral to arbitration as if the Local Union was a party to the Agreement for the purpose of the *Labour Relations Act* as aforesaid.

ARTICLE 4 - LOCAL UNION APPENDICES

4.01 Attached hereto and forming part of this Schedule and part of the Agreement are the following Appendices specifying particular wages, terms and conditions of employment and other provisions applicable to each of the Local Unions to which this Schedule applies:

| | | |
|-------------|------------|-----------------|
| Appendix 1 | Local 493 | Sudbury |
| Appendix 2 | Local 506 | Toronto |
| Appendix 3 | Local 506 | West |
| Appendix 4 | Local 527 | Ottawa |
| Appendix 5 | Local 607 | Thunder Bay |
| Appendix 6 | Local 625 | Windsor |
| Appendix 7 | Local 837 | Hamilton |
| Appendix 8 | Local 837 | West |
| Appendix 9 | Local 1036 | Sault St. Marie |
| Appendix 10 | Local 1059 | London |
| Appendix 11 | Local 1089 | Sarnia |

ARTICLE 5 - HIRING OF EMPLOYEES

5.01 In the event that the Employer requests from the Local Union and subject to Article 30, a worker in a specific classification, the referral slip shall duly note such classification thereon; however, in the event that the Employer requests a referral slip for an employee whom it wishes to hire or requests that the Local Union send a named person to perform work for it, the classification of such person will not be noted on the employee's referral slip.

ARTICLE 6 - SUB-CONTRACTING CLAUSE

6.01 Should the Employer perform any work falling within the scope of the Local Union's other Collective Agreements in the residential sector of the construction industry, then the Employer shall perform such work in accordance with the applicable Collective Agreement(s).

ARTICLE 7 - WORKING DUES

7.01 The Employer agrees to deduct from each employee covered by the terms of this Collective Agreement, Working Dues at the rate provided for in the Local Union Appendix which shall be remitted to the Secretary-Treasurer of the applicable Local Union in whose area the work is being performed, no later than the fifteenth (15th) day of the month following the month in which such deductions were made.

7.02 The Employer agrees to contribute on behalf of each employee covered by the terms of this Agreement a Training contribution at the rate provided for in the Local Union Appendix which shall be remitted to the Secretary-Treasurer of the applicable Local Union in whose area the work is being performed, no later than the fifteenth (15th) day of the month following the month in which such deductions were made.

APPENDIX 1 TO SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 493 – SUDBURY

The following Articles apply to members of Local 493 when any of the Employers:

- (a) perform work within the territorial jurisdiction of Local 493; and
- (b) hire members of Local 493.

ARTICLE 1 - WAGES AND CLASSIFICATIONS

1.01 The following hourly rates shall be paid to members of Local 493. The Group Classifications are those established in Schedule "C". Wages shall be paid weekly by cheque or cash on Thursday or by cash on Friday before the regular quitting time. Direct deposit may be used if agreed to by the Employer and the Union.

Local 493 CLASSIFICATIONS & WAGE RATES

Group I - Form Builder Setters (Carpenters)

| Effective Date | Hourly Rate | Vac Pay | Wlfr & Schol Fund | Pension | Train Fund | Org Fund | Supp Pension | Total Pkg. | W.D. Ded | OPDC Dues | Ind. Fund |
|----------------|-------------|---------|-------------------|---------|------------|----------|--------------|------------|----------|-----------|-----------|
| Last Rate | 29.62 | 2.96 | 2.45 | 6.35 | 0.60 | 0.15 | 1.90 | 44.03 | 3% | 0.40 | 0.18 |
| May 20/2022 | 30.60 | 3.06 | 2.60 | 6.40 | 0.65 | 0.15 | 2.00 | 45.46 | 3% | 0.40 | 0.30 |
| May 1/2023 | 31.49 | 3.15 | 2.70 | 6.60 | 0.70 | 0.15 | 2.10 | 46.89 | 3% | 0.40 | 0.40 |
| May 1/2024 | 32.81 | 3.28 | 2.90 | 7.00 | 0.80 | 0.15 | 2.40 | 49.34 | 3% | 0.40 | 0.50 |

Group II - Reinforced Concrete Workers, etc.

| Effective Date | Hourly Rate | Vac Pay | Wlfr & Schol Fund | Pens | Train Fund | Org Fund | Supp Pension | Total Pkg. | W.D. Ded | OPDC Dues | Ind. Fund |
|----------------|-------------|---------|-------------------|------|------------|----------|--------------|------------|----------|-----------|-----------|
| Last Rate | 26.85 | 2.69 | 2.45 | 6.35 | 0.60 | 0.15 | 1.90 | 40.99 | 3% | 0.40 | 0.18 |
| May 20/2022 | 27.83 | 2.79 | 2.60 | 6.40 | 0.65 | 0.15 | 2.00 | 42.42 | 3% | 0.40 | 0.30 |
| May 1/2023 | 28.73 | 2.87 | 2.70 | 6.60 | 0.70 | 0.15 | 2.10 | 43.85 | 3% | 0.40 | 0.40 |
| May 1/2024 | 30.04 | 3.01 | 2.90 | 7.00 | 0.80 | 0.15 | 2.40 | 46.30 | 3% | 0.40 | 0.50 |

Group III - Form Helpers (Labourers)

| Effective Date | Hourly Rate | Vac Pay | Wlfr & Schol Fund | Pens | Train Fund | Org Fund | Supp Pension | Total Pkg. | W.D. Ded | OPDC Dues | Ind. Fund |
|----------------|-------------|---------|-------------------|------|------------|----------|--------------|------------|----------|-----------|-----------|
| Last Rate | 23.75 | 2.38 | 2.45 | 6.35 | 0.60 | 0.15 | 1.90 | 37.58 | 3% | 0.40 | 0.18 |
| May 20/2022 | 24.74 | 2.47 | 2.60 | 6.40 | 0.65 | 0.15 | 2.00 | 39.01 | 3% | 0.40 | 0.30 |
| May 1/2023 | 25.63 | 2.56 | 2.70 | 6.60 | 0.70 | 0.15 | 2.10 | 40.44 | 3% | 0.40 | 0.40 |
| May 1/2024 | 26.94 | 2.70 | 2.90 | 7.00 | 0.80 | 0.15 | 2.40 | 42.89 | 3% | 0.40 | 0.50 |

Group IV - Working Foreman shall be paid \$1.00 per hour more than the prevailing rate of the people they are supervising in that classification

| Effective Date | Hourly Rate | Vac Pay | Wlfr & Schol Fund | Pens | Train Fund | Org Fund | Supp Pension | Total Pkg. | W.D. Ded | OPDC Dues | Ind. Fund |
|----------------|-------------|---------|-------------------|------|------------|----------|--------------|------------|----------|-----------|-----------|
| Last Rate | | | | | | | | 0.00 | 3% | 0.40 | 0.18 |
| May 20/2022 | | | | | | | | 0.00 | 3% | 0.40 | 0.30 |
| May 1/2023 | | | | | | | | 0.00 | 3% | 0.40 | 0.40 |
| May 1/2024 | | | | | | | | 0.00 | 3% | 0.40 | 0.50 |

Group V - Layout Man

| Effective Date | Hourly Rate | Vac Pay | Wlfr & Schol Fund | Pens | Train Fund | Org Fund | Supp Pension | Total Pkg. | W.D. Ded | OPDC Dues | Ind. Fund |
|----------------|-------------|---------|-------------------|------|------------|----------|--------------|------------|----------|-----------|-----------|
| Last Rate | 29.78 | 2.98 | 2.45 | 6.35 | 0.60 | 0.15 | 1.90 | 44.21 | 3% | 0.40 | 0.18 |
| May 20/2022 | 30.76 | 3.08 | 2.60 | 6.40 | 0.65 | 0.15 | 2.00 | 45.64 | 3% | 0.40 | 0.30 |
| May 1/2023 | 31.65 | 3.17 | 2.70 | 6.60 | 0.70 | 0.15 | 2.10 | 47.07 | 3% | 0.40 | 0.40 |
| May 1/2024 | 32.97 | 3.30 | 2.90 | 7.00 | 0.80 | 0.15 | 2.40 | 49.52 | 3% | 0.40 | 0.50 |

ARTICLE 2 – VACATION PAY

2.01 Vacation pay shall be paid to all employees at the rate of ten percent (10%) of gross earnings, of which four percent (4%) shall be vacation pay and six percent (6%) shall be in lieu of paid statutory holidays. Vacation Pay shall be paid directly to the employees weekly on their pay cheques.

ARTICLE 3 – HOURS OF WORK AND OVERTIME

3.01 The total hours of work of employees shall be forty-four (44), Monday to Friday inclusive, and shall be worked between the hours of 7:00 a.m. and 6:00 p.m. Working hours outside the scope of these times may be changed only by mutual consent of the Employer and the Union.

3.02 All work performed in excess of nine (9) hours per day shall be paid for at one and one-half (1½) times the employee's regular hourly rate.

3.03

(a) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked prior to 7:00 a.m. or after 6:00 p.m. in any day, notwithstanding that the employee has not already completed a full day's work.

(b) One and one-half (1½) times the regular straight time hourly rate shall be paid for hours worked on Saturday and two (2) times the regular straight time hourly rate shall be paid for hours worked on a Sunday and on holidays save and except for shift work.

3.04 In the event an Employer fails to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, as liquidated damages, a sum equal to ten percent (10%) of the amount which the Employer has failed to pay on account of overtime.

3.05 Any employee working in the capacity of floor finisher who commences work before 12:00 Noon of any day shall only receive the overtime premium after the employee has completed eight (8) hours of work, notwithstanding the overtime provisions of this Agreement.

ARTICLE 4 – SHOW UP TIME

4.01 Employees reporting for work and who are unable to start through no fault of their own, such as inclement weather, shortage of materials, etc., shall receive two (2) hours' pay plus travel allowance where applicable, unless the employee has otherwise been notified one (1) hour before starting time not to report for work.

ARTICLE 5 – TRAVELLING AND ROOM AND BOARD ALLOWANCES

5.01 There shall be a free zone extending to a radius of thirty-two (32) kilometers from the Federal Buildings in the following zones. No travel allowance shall be paid for work within these zones:

| | | |
|-------------------------|---|------------------------------|
| District of Sudbury | - | Sudbury |
| District of Manitoulin | - | Little Current |
| District of Nipissing | - | North Bay |
| District of Parry Sound | - | Parry Sound |
| District of Temiskaming | - | Kirkland Lake and Haileybury |
| District of Cochrane | - | Timmins |

5.02 When transportation is not provided, an employee who works in a zone outside of the above-mentioned free zones, and resides more than eight (8) road kilometers from the project, shall be paid a travel allowance of fifty cents (\$0.50) per road kilometer from the perimeter of the free zone to the project and return.

5.03 Board allowance of eighty-six dollars (\$86.00) per day for each day worked to a maximum of four hundred and thirty dollars (\$430.00) per week shall be paid each employee working beyond an eighty (80) kilometer radius, and within a one hundred and sixty (160) kilometer radius of the above-mentioned Federal Buildings. If work is performed on Saturday and/or Sunday, each employee shall be paid for these days on the basis of eighty-six dollars (\$86.00) per day.

5.04 When working beyond the one hundred and sixty (160) kilometer radius from the Federal Buildings, the employee shall receive eighty-six dollars (\$86.00) per day board allowance, seven (7) days per week.

5.05 If the Employer chooses to pay room and board, the Employer shall also pay the travel allowances as set out in Paragraphs 5.01, 5.02 and 5.03 of this Appendix to enable the employee to reach the job site, and shall also pay the employee's way home at the aforesaid rate when the job has been completed. If the employee quits without good reason, the travel allowance will not be paid.

5.06 Where room and board are supplied by the Employer, the three (3) preceding paragraphs of this Article shall not apply except that any employee wishing to do so may elect to receive the employee's room and board allowance as outlined in the preceding paragraphs of this Article, in lieu of using the room and board supplied by the Employer.

ARTICLE 6 – RECALL

6.01 The employer shall have the prerogative, when adding to the Employer's work force, to first rehire any employees who are unemployed and who have been in the Employer's employ during the preceding twenty-four (24) months, provided they are in good standing with the union.

Hiring will be on the following basis:

1st two (2) employees selected by the Employer;

3rd employee selected by the Union;

And this ratio will continue.

ARTICLE 7 – WELFARE, SCHOLARSHIP AND PENSION PLAN

7.01

(a) It is agreed that the established Labourers' Union Local 493 Employee Benefit Trust shall continue and the Employer shall pay an amount as set out in Article 1 – Wages and Classifications.

(b) The employer shall pay Retail Sales Tax (RST), on the full amount of health and welfare and scholarship less ten cents (\$0.10) for scholarship to which no HST is applicable.

7.02 Such monies shall be entered on a form as designated by the trustees from time to time and remitted directly to said fund by the fifteenth (15th) day of the month following.

7.03 The Employer shall pay on behalf of each of the Employer's employees into the Labourers' Pension Fund of Central and Eastern Canada the sum of:

\$6.40 effective May 20, 2022;
\$6.60 effective May 1, 2023;
\$7.00 effective May 1, 2024.

ARTICLE 8 – TRAINING AND ORGANIZING FUND

8.01 The Employer agrees to contribute \$0.65 per hour effective May 20, 2022 and \$0.70 per hour effective May 1, 2023 for each hour worked and \$0.80 effective May 1, 2024 for each hour worked by each employee covered by this Agreement into the Organizing Fund as directed by the Local Union.

8.02 These monies shall be remitted in accordance with this agreement on the fifteenth (15th) day of the month, following the month for which contributions were made as per Article 12.

ARTICLE 9 – DEDUCTIONS

9.01 The Employer agrees to deduct from the employees' wages, as set forth in Article 1 of this Appendix, working dues in the amount of three percent (3%) per hour for each hour worked by the said employees.

9.02 The Employer agrees to deduct from the employees' wages, as set forth in Article 1 of this Appendix, Ontario Provincial District Council (OPDC) working dues in the amount of \$0.40 effective May 1, 2016.

9.03 Monthly dues, effective January 1, 2012, in the amount of thirty-nine dollars (\$39.00) shall be deducted from the first pay of each employee in each month.

9.04 These monies shall be remitted in accordance with this agreement on the fifteenth (15th) day of the month, following the month for which contributions were made as per Article 12.

ARTICLE 10 – INDUSTRY FUND

10.01

(a) Effective May 20, 2022, the Employers agree to contribute thirty cents (\$0.30) per hour for each hour worked by all employees covered by this Agreement to the Industry Fund. The Employers further agree to pay effective May 1, 2023, forty cents (\$0.40) for each hour worked by all employees covered by this Agreement to the Industry Fund, and effective May 1, 2024, fifty cents (\$0.50) for each hour worked by all employees covered by this Agreement to the Industry Fund.

(b) The Employers agree to contribute five cents (\$0.05) per hour for each hour worked by all employees covered by this Agreement towards an Industry Liaison Fund.

10.02

- (a) The Employers agree to remit the contribution required under Article 10.01 hereof to the Union not later than the fifteenth (15th) day of the month following the month for which the contribution is due.
- (b) It is agreed that Employers shall use the Welfare Contribution Form (or such other form as is specified by the Union or any one of the Local Unions to which Schedule "E" applies) for the calculation and remittance of the Industry Fund contribution.
- (c) The Union or its Administrator will provide monthly reports to the Association outlining the name of the Employer, the hours worked and the amount paid. In the event no such contributions are received, the Union shall forward a "Nil" report to the Association.
- (d) The Union agrees to use its grievance procedures to collect Industry Fund contributions, where applicable, for work performed under this Schedule.

10.03 The Union agrees that these sums, which represent each Employer's contribution to the cost of negotiating and administering this Agreement, shall be forwarded to the Association on a monthly basis.

10.04 The Association agrees to notify the Union of any changes in the Industry Fund.

ARTICLE 11 – SUPPLEMENTAL PENSION

11.01 The Employer agrees to contribute \$2.00 per hour effective May 20, 2022, \$2.10 effective May 1, 2023 and \$2.40 per hour effective May 1, 2024 for each hour worked.

11.02 These monies shall be remitted in accordance with this agreement on the fifteenth (15th) day of the month, following the month for which contributions were made as per Article 12.

ARTICLE 12 – REMITTANCES

12.01 All the above contributions and deductions shall be remitted as follows:

- (a) One cheque payable to “Labourers’ Pension Fund of Central and Eastern Canada”, – P.O. Box 9002, Lakeshore West PO, Oakville, ON L6K 0G1 will cover Article 7.03 –Pension, Article 9.02 – OPDC Dues and Article 10.01 – Industry Fund.
- (b) One cheque payable to “LIUNA Local 493”, 584 Clinton Avenue, Sudbury, Ontario, P3B 2T2, will cover Article 8.01 – Training, Article 8.02 – Organizing, Article 9.01 – Working Dues, and Article 9.03 – Monthly Dues, Article 11- Supplemental Pension, and Article 7.01 – Welfare and Scholarship month for which contributions were made as per Article 12.

ARTICLE 13 – HARDSHIP CLAUSE

13.01 In the event that an Employer obtains work within the territorial jurisdiction of the Local Union other than the Local Union from where the Employer's base of operations is located, the Employer may transfer the initial core group of up to five (5) employees and a further maximum of twenty-five percent (25%) of the total crew from the Local Union where the Employer's base of operations is located. The maximum number of workers allowed to be transferred may only be increased following agreement between the Local Union and the Company.13.02 Where a particular clause, article or provision contained within this Agreement works a hardship on any party bound to this Agreement, those parties may meet and may by mutual consent amend, add or delete such clause, article or provision and such Agreement will form part of this Agreement commencing from the effective date thereof.

ARTICLE 14 – FLOOR FINISHING REPAIR

14.01 The Parties agree to incorporate a new classification for workers required to complete remedial work. Once the Association has defined the scope of work, it shall notify the Union and begin discussions for related training and wages.

ARTICLE 15 – APPRENTICESHIP PROGRAM

15.01 The Apprentice Program including any plan and amendments thereto agreed to by the Local Apprenticeship Committee shall be incorporated in their entirety into and form part of this Agreement as if an original part thereto.

ARTICLE 16 – TRUSTEE APPOINTMENTS

16.01 The Association shall be granted the right to appoint a trustee to each of the Welfare and Training Funds, and the Union will use its best efforts to secure observer status for a representative of the Association.

ARTICLE 17 - STUDENTS

17.01

- (a) Students may be hired between the period April 15th to September 15th at the ratio of one (1) to ten (10) regular members of the Union, as per employer to a maximum of two (2) students. They must become a member of the Labourers' Union and pay initiation fees (to be a reasonable amount which is to be left to the discretion of the Union), pay monthly dues, pay working dues and receive wages not less than fifty percent (50%) of the experienced labourers' rate. Students shall be laid-off first. Students shall be referred to the employer with WHIMIS and Fall Arrest Training.
- (b) In times of economic hardship the Union shall have the right to deny said request.

APPENDIX 2 TO SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 506 – TORONTO & SIMCOE COUNTY

ARTICLE 1 - SCOPE

1.01

- (a) The following articles shall apply to members of Local 506 when they are employed in the ICI, as form helpers/Labourers in O.L.R.B. Geographic Area No. 8 and O.L.R.B. Geographic Area No. 18 known as Simcoe County, excluding the Townships of Rama, Mara and Thorah, for all projects excluding projects coming within the following scope of work:
 - (i) all work covered by the Collective Agreement between Local 183 and the Metropolitan Toronto Apartment Builders' Association;
 - (ii) all work covered by the Collective Agreement between Local 183 and The Heavy Construction Association of Toronto.

Notwithstanding any other article to the contrary, employers who acquire work in the jurisdiction of Local 506, that are not signatory under the Provincial ICI Agreement, under Article 1.01 of Appendix 4 to Schedule "E" shall be entitled to:

1.02

- (a) Employ their current regular Form Setters who are members of a Local Union other than Local 506 and; transfer one (1) current regular form helper/labourer.
- (b) The transfer of such Form Helper's/labourer's membership from their current Local Union into Local 506 may be requested by Local 506 if the project expected duration is greater than thirty (30) days.

- (i) Additional Form Helper/labourers when required shall be hired in accordance with Article 2-Hiring of this Schedule.

(c) Common Conditions

All terms and conditions of this Schedule shall be applicable to all work in Local 506's jurisdiction in Board Area No. 8 and Simcoe County (excluding the Townships of Rama, Mara and Thorah) except for those Articles which are specifically limited to one area.

ARTICLE 2 - HIRING

2.01

- (a) The Employer agrees to endeavour to call the Union by 12:00 Noon for its needed supply of workers for the following day.
- (b) All employees hired on all projects must produce a work referral slip issued by the Local Union. If the Union is not able to give the Employee the work referral slip, the Union shall then fax the work referral slip to the Employer's head office.

2.02 At the time of placing the request for employees, the Employer may name hire up to fifty percent (50%) of the number of Labourers requested provided that:

- (a) The Labourer(s) requested is a member in good standing of Local 506.
- (b) The member must be registered on the Local 506 work referral list for two (2) weeks or more. The only exception to the two (2) week waiting period is when a member is laid off due to a shortage of work with their previous Employer.
- (c) The Employer notifies the Union Hall directly with the request to name hire any individual member and at the same time provides the request for Hall referrals to comply with the above requirements. The Employer may hire the odd numbered

member only with consent of the Union. Such consent will not be unreasonably denied.

2.03 The Employer may, subject to the provisions of Article 12.03 of the Provincial I.C.I. Agreement, transfer employees presently in their employment from one project to another.

2.04 Notwithstanding the fifty percent (50%) ratio provided for herein, the Employer shall be free to rehire any employee who has been in their employment in the previous four (4) months, provided they are still members in good standing of the Local Union and they are unemployed and registered on the work referral list. Where the Employer exercises such recall rights, the Employer shall be required to apply the 50/50 rule at the point in time when orders are placed for the recall of workers. The Employer and The General Contractors' Section of The Toronto Construction Association will do everything possible to ensure that layoffs are not used to abuse the Employer's fifty percent (50%) name hire rights.

2.05 Notwithstanding the above provisions of Articles 2.01 to 2.04 inclusive and Article 23, any Employer whose principal place of business is, as of this date, outside of Local 506's geographic jurisdiction as set out in this Appendix, and who is not bound by any provincial agreements in the I.C.I. sector of the construction industry with any trade unions which are not affiliated with the Formwork Council of Ontario shall be entitled to:

- (a) Bring in its current regular employees as prescribed in 1.02(a) of this Schedule. Local 506 may require that such employees transfer their membership to Local 506 as prescribed in 1.02(b) of this Schedule.

It is understood and agreed that all of the other terms and provisions of this Appendix shall apply to the Employer in respect of the employment of transferees referred to in Article 2.06(a) above including, without limiting the generality of the foregoing, the requirement to deduct and remit working dues "Training Remittance"

required under this Appendix to Local 506 in respect to the employment of transferees referred to in Article 2.06(a) above within such thirty (30) day period hours of work.

ARTICLE 3 - HOURS OF WORK

3.01 A regular workweek shall consist of forty-two and one half (42½) hours made up of eight and one – half (8 ½) hours per day, Monday to Friday between the hours of 7:00 am and 6:00 pm. This does not constitute a guarantee of hours. Outside of these hours shall be overtime work.

3.02 The Employer shall have the right, after notice to the Union, to vary the regular working hours to provide for eight (8) hours per day, Monday to Friday, inclusive.

3.03 Regular Day Shift

The regular day shift will be worked between the hours of 7:00 a.m. and 6:00 p.m.

ARTICLE 4 - OVERTIME

4.01 Except as set out under Article 5 (Shift Work), all work performed by labourers under this Agreement in excess of the regular work day shall be overtime work. The rate of wages shall be time and one-half the regular day shift rate for the first three (3) hours of overtime work and double time the regular day shift rate thereafter.

4.02 All work performed on Saturdays and Sundays shall be deemed overtime work and paid for at double the regular day shift rate.

4.03 Where no Steward has been appointed on a project, the Employer shall notify the Union by telephone or facsimile in advance of working overtime on a Saturday, Sunday or Statutory Holiday.

4.04 An Employee shall be entitled to the presence of a Steward during a formal disciplinary meeting.

ARTICLE 5 - SHIFT WORK

5.01 Regular Second Shift

A regular second shift shall consist of a maximum of eight (8) hours per day and a maximum of forty (40) hours per week. The second shift will commence between the hours of 3:30 p.m. and 7:30 p.m., provided however that the Friday second shift will commence between 1:00 p.m. and 7:30 p.m., and such second shift will be scheduled for a minimum of eight (8) hours. All work on the second shift is to be paid at a premium of three dollars and twenty five cents (\$3.25) per hour in excess of the employees classified rate.

5.02 Regular Third Shift

A regular third shift shall consist of a maximum of eight (8) hours per day and a maximum of forty (40) hours per week. The third shift will commence between the hours of 8:00 p.m. and 12:00 midnight. All work on the third shift is to be paid at a premium of \$3.75 per hour in excess of the employees classified rate.

ARTICLE 6 - INCLEMENT WEATHER AND SHOW-UP TIME

6.01 Two (2) hours' pay, together with traveling allowance whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports to work at the Employer's shop or job but work is not available due to any reason other than inclement weather.

6.02 One (1) hours' pay, together with traveling allowance whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to inclement weather, provided the employee remains on the job for one (1) hour after the employee's designated starting time whenever requested by the superintendent or foreman. However, no reporting pay shall be allowed where an employee has been informed not

to report for work and such information has been given to him before quitting time on the previous day. Where work commences during or following the above-noted one (1) hour and is subsequently stopped due to inclement weather, employees will be paid the greater of hours worked or four (4) hours inclusive of the above-noted hours.

ARTICLE 7 - TRANSPORTATION ALLOWANCE

7.01 Board Area No. 8:

Zone 1

The area bounded by the East boundary of Highway 27 on the West, and the South boundary of Steeles Avenue on the North, and the West boundary of Kennedy Road on the East.

Zone 2

The jurisdictional area outside of Zone 1.

Daily Travel Expenses

Work in Zone 1 – No travel expenses.

Work in Zone 2 – The jurisdictional area outside of Zone 1:
\$10.00 per day.

7.02 Where key men are required to work beyond the Ontario Labour Relations Board Area No. 8, they shall not be paid less than the home base conditions contained herein.

7.03 Where an employee covered by the conditions of this Schedule is required to stay out of town, he/she shall be paid the cost of approved transportation. Board and lodging per day is \$75.00 effective May 20, 2022; or actual costs upon presentation of receipts. This allowance shall also be paid for Saturday and Sunday if the employees are unable to return home by reason of the location of the job site. The Employer shall have the right to make acceptable accommodations for room and board.

7.04 Board Area No. 18 (Simcoe County excluding Townships of Rama, Mara and Thorah):

Zone 1

The area up to a forty (40) kilometer limit by Direct Road (no allowance) from Barrie City Hall.

Zone 2

The jurisdictional area outside of Zone 1.

Daily Travel Expenses

Work in Zone 1 – No travel expenses.

Work in Zone 2 – The jurisdictional area outside of Zone 1:

\$10.00 per day.

ARTICLE 8 - LAYOFF

8.01 In the case of layoff, all employees will receive two (2) hours' notice in advance or pay in lieu of notice.

ARTICLE 9 - WAGE RATES AND CLASSIFICATIONS

9.01 The wage rates of Labourers during regular working periods shall be as follows:

| <u>TORONTO OLRB BOARD AREA #8 WAGES AND CLASSIFICATIONS SCHEDULE</u> | | | | | | | | | | | | | | | |
|---|----------------|------------|--------------|--------------------|-------------|-------------------|--------------|----------------|---------------|-------------------|----------------------|------------------|------------------|-----------------|------------------|
| | | | | | | | | | | | Deducted from Worker | | | | |
| Local 506 | Effective Date | Basic Rate | Vacation Pay | Welfare Dental (E) | Pension (W) | Training Fund (E) | Tri-Fund (W) | Legal Fund (E) | Total Package | Industry Fund (W) | OPDC (W) - | Scholar Fund (W) | Working Dues (E) | Strike Fund (E) | Retiree Fund (E) |
| <u>Group A General Labourer</u> | | | | | | | | | | | | | | | |
| 5/02/21 | \$37.22 | \$3.72 | \$3.75 | \$9.30 | \$1.00 | \$0.05 | \$0.07 | \$55.11 | \$0.25 | \$0.40 | \$0.05 | \$1.12 | \$0.05 | \$0.25 | |
| 5/20/22 | \$38.72 | \$3.87 | \$3.90 | \$9.45 | \$1.05 | \$0.05 | \$0.07 | \$57.11 | \$0.25 | \$0.40 | \$0.05 | \$1.16 | \$0.05 | \$0.30 | |
| 5/02/23 | \$40.40 | \$4.04 | \$4.05 | \$9.60 | \$1.10 | \$0.05 | \$0.07 | \$59.31 | \$0.25 | \$0.40 | \$0.05 | \$1.21 | \$0.05 | \$0.35 | |
| 5/06/24 | \$42.08 | \$4.21 | \$4.20 | \$9.75 | \$1.15 | \$0.05 | \$0.07 | \$61.51 | \$0.25 | \$0.40 | \$0.05 | \$1.26 | \$0.05 | \$0.40 | |
| <u>Group B Formworker, Concrete Worker, Jackhammer Operators</u> | | | | | | | | | | | | | | | |
| 5/02/21 | \$38.41 | \$3.84 | \$3.75 | \$9.30 | \$1.00 | \$0.05 | \$0.07 | \$56.42 | \$0.25 | \$0.40 | \$0.05 | \$1.12 | \$0.05 | \$0.25 | |
| 5/20/22 | \$40.14 | \$4.01 | \$3.90 | \$9.45 | \$1.05 | \$0.05 | \$0.07 | \$58.67 | \$0.25 | \$0.40 | \$0.05 | \$1.16 | \$0.05 | \$0.30 | |
| 5/02/23 | \$42.05 | \$4.20 | \$4.05 | \$9.60 | \$1.10 | \$0.05 | \$0.07 | \$61.12 | \$0.25 | \$0.40 | \$0.05 | \$1.21 | \$0.05 | \$0.35 | |
| 5/06/24 | \$44.05 | \$4.40 | \$4.20 | \$9.75 | \$1.15 | \$0.05 | \$0.07 | \$63.67 | \$0.25 | \$0.40 | \$0.05 | \$1.26 | \$0.05 | \$0.40 | |
| <u>Group C Bricklayers Labourers Including Mortarmen</u> | | | | | | | | | | | | | | | |
| 5/02/21 | \$39.12 | \$3.91 | \$3.75 | \$9.30 | \$1.00 | \$0.05 | \$0.07 | \$57.20 | \$0.25 | \$0.40 | \$0.05 | \$1.12 | \$0.05 | \$0.25 | |
| 5/20/22 | \$40.62 | \$4.06 | \$3.90 | \$9.45 | \$1.05 | \$0.05 | \$0.07 | \$59.20 | \$0.25 | \$0.40 | \$0.05 | \$1.16 | \$0.05 | \$0.30 | |
| 5/02/23 | \$42.30 | \$4.23 | \$4.05 | \$9.60 | \$1.10 | \$0.05 | \$0.07 | \$61.40 | \$0.25 | \$0.40 | \$0.05 | \$1.21 | \$0.05 | \$0.35 | |
| 5/06/24 | \$43.98 | \$4.40 | \$4.20 | \$9.75 | \$1.15 | \$0.05 | \$0.07 | \$63.60 | \$0.25 | \$0.40 | \$0.05 | \$1.26 | \$0.05 | \$0.40 | |

| Group D Pit Miners in Caissons Drillers and Wagon Drillers Over 4" Deep | | | | | | | | | | | | | | | |
|--|---------|---------|--------|--------|--------|--------|--------|--------|----------------|--------|--------|--------|--------|--------|--------|
| | 5/02/21 | \$37.53 | \$3.75 | \$3.75 | \$9.30 | \$1.00 | \$0.05 | \$0.07 | \$55.45 | \$0.25 | \$0.40 | \$0.05 | \$1.12 | \$0.05 | \$0.25 |
| | 5/20/22 | \$39.03 | \$3.90 | \$3.90 | \$9.45 | \$1.05 | \$0.05 | \$0.07 | \$57.45 | \$0.25 | \$0.40 | \$0.05 | \$1.16 | \$0.05 | \$0.30 |
| | 5/02/23 | \$40.71 | \$4.07 | \$4.05 | \$9.60 | \$1.10 | \$0.05 | \$0.07 | \$59.65 | \$0.25 | \$0.40 | \$0.05 | \$1.21 | \$0.05 | \$0.35 |
| | 5/06/24 | \$42.39 | \$4.24 | \$4.20 | \$9.75 | \$1.15 | \$0.05 | \$0.07 | \$61.85 | \$0.25 | \$0.40 | \$0.05 | \$1.26 | \$0.05 | \$0.40 |

| Group E Flagman and Watchmen | | | | | | | | | | | | | | | |
|-------------------------------------|---------|---------|--------|--------|--------|--------|--------|--------|----------------|--------|--------|--------|--------|--------|--------|
| | 5/02/21 | \$35.22 | \$3.52 | \$3.75 | \$9.30 | \$1.00 | \$0.05 | \$0.07 | \$52.91 | \$0.25 | \$0.40 | \$0.05 | \$1.12 | \$0.05 | \$0.25 |
| | 5/20/22 | \$36.72 | \$3.67 | \$3.90 | \$9.45 | \$1.05 | \$0.05 | \$0.07 | \$54.91 | \$0.25 | \$0.40 | \$0.05 | \$1.16 | \$0.05 | \$0.30 |
| | 5/02/23 | \$38.40 | \$3.84 | \$4.05 | \$9.60 | \$1.10 | \$0.05 | \$0.07 | \$57.11 | \$0.25 | \$0.40 | \$0.05 | \$1.21 | \$0.05 | \$0.35 |
| | 5/06/24 | \$40.08 | \$4.01 | \$4.20 | \$9.75 | \$1.15 | \$0.05 | \$0.07 | \$59.31 | \$0.25 | \$0.40 | \$0.05 | \$1.26 | \$0.05 | \$0.40 |

| Group F Cleaner and Sorters | | | | | | | | | | | | | | | |
|------------------------------------|---------|---------|--------|--------|--------|--------|--------|--------|----------------|--------|--------|--------|--------|--------|--------|
| | 5/02/21 | \$31.15 | \$3.11 | \$3.75 | \$9.30 | \$1.00 | \$0.05 | \$0.07 | \$48.43 | \$0.25 | \$0.40 | \$0.05 | \$1.12 | \$0.05 | \$0.25 |
| | 5/20/22 | \$32.65 | \$3.26 | \$3.90 | \$9.45 | \$1.05 | \$0.05 | \$0.07 | \$50.43 | \$0.25 | \$0.40 | \$0.05 | \$1.16 | \$0.05 | \$0.30 |
| | 5/02/23 | \$34.33 | \$3.43 | \$4.05 | \$9.60 | \$1.10 | \$0.05 | \$0.07 | \$52.63 | \$0.25 | \$0.40 | \$0.05 | \$1.21 | \$0.05 | \$0.35 |
| | 5/06/24 | \$36.01 | \$3.60 | \$4.20 | \$9.75 | \$1.15 | \$0.05 | \$0.07 | \$54.83 | \$0.25 | \$0.40 | \$0.05 | \$1.26 | \$0.05 | \$0.40 |

| Foreman 10% Above Group A Rate | | | | | | | | | | | | | | | |
|---------------------------------------|---------|---------|--------|--------|--------|--------|--------|--------|----------------|--------|--------|--------|--------|--------|--------|
| | 5/02/21 | \$40.94 | \$4.09 | \$3.75 | \$9.30 | \$1.00 | \$0.05 | \$0.07 | \$59.20 | \$0.25 | \$0.40 | \$0.05 | \$1.12 | \$0.05 | \$0.25 |
| | 5/20/22 | \$42.59 | \$4.26 | \$3.90 | \$9.45 | \$1.05 | \$0.05 | \$0.07 | \$61.37 | \$0.25 | \$0.40 | \$0.05 | \$1.16 | \$0.05 | \$0.30 |
| | 5/02/23 | \$44.44 | \$4.44 | \$4.05 | \$9.60 | \$1.10 | \$0.05 | \$0.07 | \$63.75 | \$0.25 | \$0.40 | \$0.05 | \$1.21 | \$0.05 | \$0.35 |
| | 5/06/24 | \$46.29 | \$4.63 | \$4.20 | \$9.75 | \$1.15 | \$0.05 | \$0.07 | \$66.14 | \$0.25 | \$0.40 | \$0.05 | \$1.26 | \$0.05 | \$0.40 |

| Group G 1st Term Apprentice 65% of Group A Rate (No Pension) 0-800 hours | | | | | | | | | | | | | | | |
|---|---------|---------|--------|--------|--------|--------|--------|--------|----------------|--------|--------|--------|--------|--------|--------|
| | 5/02/21 | \$24.19 | \$2.42 | \$3.75 | \$0.00 | \$1.00 | \$0.05 | \$0.07 | \$31.48 | \$0.25 | \$0.40 | \$0.05 | \$1.12 | \$0.05 | \$0.25 |
| | 5/20/22 | \$25.17 | \$2.52 | \$3.90 | \$0.00 | \$1.05 | \$0.05 | \$0.07 | \$32.76 | \$0.25 | \$0.40 | \$0.05 | \$1.16 | \$0.05 | \$0.30 |
| | 5/02/23 | \$26.26 | \$2.63 | \$4.05 | \$0.00 | \$1.10 | \$0.05 | \$0.07 | \$34.16 | \$0.25 | \$0.40 | \$0.05 | \$1.21 | \$0.05 | \$0.35 |
| | 5/06/24 | \$27.35 | \$2.74 | \$4.20 | \$0.00 | \$1.15 | \$0.05 | \$0.07 | \$35.56 | \$0.25 | \$0.40 | \$0.05 | \$1.26 | \$0.05 | \$0.40 |

| 2nd Term Apprentice 75% of Group A Rate (No Pension) 801- 1600 hours | | | | | | | | | | | | | | | |
|---|---------|---------|--------|--------|--------|--------|--------|--------|----------------|--------|--------|--------|--------|--------|--------|
| | 5/02/21 | \$27.92 | \$2.79 | \$3.75 | \$0.00 | \$1.00 | \$0.05 | \$0.07 | \$35.58 | \$0.25 | \$0.40 | \$0.05 | \$1.12 | \$0.05 | \$0.25 |
| | 5/20/22 | \$29.04 | \$2.90 | \$3.90 | \$0.00 | \$1.05 | \$0.05 | \$0.07 | \$37.01 | \$0.25 | \$0.40 | \$0.05 | \$1.16 | \$0.05 | \$0.30 |
| | 5/02/23 | \$30.30 | \$3.03 | \$4.05 | \$0.00 | \$1.10 | \$0.05 | \$0.07 | \$38.60 | \$0.25 | \$0.40 | \$0.05 | \$1.21 | \$0.05 | \$0.35 |
| | 5/06/24 | \$31.56 | \$3.16 | \$4.20 | \$0.00 | \$1.15 | \$0.05 | \$0.07 | \$40.19 | \$0.25 | \$0.40 | \$0.05 | \$1.26 | \$0.05 | \$0.40 |

| 3rd Term Apprentice 90% of Group A Rate (Full Benefits) 1601- 2400 hours | | | | | | | | | | | | | | | |
|---|---------|---------|--------|--------|--------|--------|--------|--------|----------------|--------|--------|--------|--------|--------|--------|
| | 5/02/21 | \$33.50 | \$3.35 | \$3.75 | \$9.30 | \$1.00 | \$0.05 | \$0.07 | \$51.02 | \$0.25 | \$0.40 | \$0.05 | \$1.12 | \$0.05 | \$0.25 |
| | 5/20/22 | \$34.85 | \$3.49 | \$3.90 | \$9.45 | \$1.05 | \$0.05 | \$0.07 | \$52.86 | \$0.25 | \$0.40 | \$0.05 | \$1.16 | \$0.05 | \$0.30 |
| | 5/02/23 | \$36.36 | \$3.64 | \$4.05 | \$9.60 | \$1.10 | \$0.05 | \$0.07 | \$54.87 | \$0.25 | \$0.40 | \$0.05 | \$1.21 | \$0.05 | \$0.35 |
| | 5/06/24 | \$37.87 | \$3.79 | \$4.20 | \$9.75 | \$1.15 | \$0.05 | \$0.07 | \$56.88 | \$0.25 | \$0.40 | \$0.05 | \$1.26 | \$0.05 | \$0.40 |

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

SIMCOE OLRB AREA #18 FORMWORK WAGES AND CLASSIFICATIONS SCHEDULE

| Deducted from Worker | | | | | | | | | | | | | | | |
|--|----------------|------------|--------------|--------------------|-------------|-------------------|--------------|----------------|---------------|-------------------|-----------|------------------|------------------|-----------------|------------------|
| Local 506 | Effective Date | Basic Rate | Vacation Pay | Welfare Dental (E) | Pension (W) | Training Fund (E) | Tri-Fund (W) | Legal Fund (E) | Total Package | Industry Fund (W) | OPDC (W)_ | Scholar Fund (W) | Working Dues (E) | Strike Fund (E) | Retiree Fund (E) |
| Formworker Group 1 – Labourers Scaffold Formwork Strip 100% of Group B Formworker | | | | | | | | | | | | | | | |
| 5/02/21 | \$34.67 | \$3.47 | \$3.75 | \$9.30 | \$1.00 | \$0.05 | \$0.07 | \$52.31 | \$0.25 | \$0.40 | \$0.05 | \$1.01 | \$0.05 | \$0.25 | |
| 5/20/22 | \$36.40 | \$3.64 | \$3.90 | \$9.45 | \$1.05 | \$0.05 | \$0.07 | \$54.56 | \$0.25 | \$0.40 | \$0.05 | \$1.05 | \$0.05 | \$0.30 | |
| 5/02/23 | \$38.31 | \$3.83 | \$4.05 | \$9.60 | \$1.10 | \$0.05 | \$0.07 | \$57.01 | \$0.25 | \$0.40 | \$0.05 | \$1.10 | \$0.05 | \$0.35 | |
| 5/06/24 | \$40.31 | \$4.03 | \$4.20 | \$9.75 | \$1.15 | \$0.05 | \$0.07 | \$59.56 | \$0.25 | \$0.40 | \$0.05 | \$1.14 | \$0.05 | \$0.40 | |
| Swamper/Signalman Vibrator Operator \$2.75 above Formwork Group 1 | | | | | | | | | | | | | | | |
| 5/02/21 | \$37.42 | \$3.74 | \$3.75 | \$9.30 | \$1.00 | \$0.05 | \$0.07 | \$55.33 | \$0.25 | \$0.40 | \$0.05 | \$1.01 | \$0.05 | \$0.25 | |
| 5/20/22 | \$39.40 | \$3.94 | \$3.90 | \$9.45 | \$1.05 | \$0.05 | \$0.07 | \$57.86 | \$0.25 | \$0.40 | \$0.05 | \$1.05 | \$0.05 | \$0.30 | |
| 5/02/23 | \$41.31 | \$4.13 | \$4.05 | \$9.60 | \$1.10 | \$0.05 | \$0.07 | \$60.31 | \$0.25 | \$0.40 | \$0.05 | \$1.10 | \$0.05 | \$0.35 | |
| 5/06/24 | \$43.31 | \$4.33 | \$4.20 | \$9.75 | \$1.15 | \$0.05 | \$0.07 | \$62.86 | \$0.25 | \$0.40 | \$0.05 | \$1.14 | \$0.05 | \$0.40 | |
| Ride On Machine Operator \$2.00 above Formwork Group 1 | | | | | | | | | | | | | | | |
| 5/02/21 | \$36.67 | \$3.67 | \$3.75 | \$9.30 | \$1.00 | \$0.05 | \$0.07 | \$54.51 | \$0.25 | \$0.40 | \$0.05 | \$1.01 | \$0.05 | \$0.25 | |
| 5/20/22 | \$38.40 | \$3.84 | \$3.90 | \$9.45 | \$1.05 | \$0.05 | \$0.07 | \$56.76 | \$0.25 | \$0.40 | \$0.05 | \$1.05 | \$0.05 | \$0.30 | |
| 5/02/23 | \$40.31 | \$4.03 | \$4.05 | \$9.60 | \$1.10 | \$0.05 | \$0.07 | \$59.21 | \$0.25 | \$0.40 | \$0.05 | \$1.10 | \$0.05 | \$0.35 | |
| 5/06/24 | \$42.31 | \$4.23 | \$4.20 | \$9.75 | \$1.15 | \$0.05 | \$0.07 | \$61.76 | \$0.25 | \$0.40 | \$0.05 | \$1.14 | \$0.05 | \$0.40 | |

| Foreman 10% Above Formworker Group 1 | | | | | | | | | | | | | | |
|---|---------|--------|--------|--------|--------|--------|--------|----------------|--------|--------|--------|--------|--------|--------|
| 5/02/21 | \$38.14 | \$3.81 | \$3.75 | \$9.30 | \$1.00 | \$0.05 | \$0.07 | \$56.12 | \$0.25 | \$0.40 | \$0.05 | \$1.01 | \$0.05 | \$0.25 |
| 5/20/22 | \$40.04 | \$4.00 | \$3.90 | \$9.45 | \$1.05 | \$0.05 | \$0.07 | \$58.56 | \$0.25 | \$0.40 | \$0.05 | \$1.05 | \$0.05 | \$0.30 |
| 5/02/23 | \$42.14 | \$4.21 | \$4.05 | \$9.60 | \$1.10 | \$0.05 | \$0.07 | \$61.22 | \$0.25 | \$0.40 | \$0.05 | \$1.10 | \$0.05 | \$0.35 |
| 5/06/24 | \$44.34 | \$4.43 | \$4.20 | \$9.75 | \$1.15 | \$0.05 | \$0.07 | \$63.99 | \$0.25 | \$0.40 | \$0.05 | \$1.14 | \$0.05 | \$0.40 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| 1st Term Apprentice 65% of Group 1 Rate (No Pension) 0-800 hours | | | | | | | | | | | | | | |
| 5/02/21 | \$22.54 | \$2.25 | \$3.75 | \$0.00 | \$1.00 | \$0.05 | \$0.07 | \$29.66 | \$0.25 | \$0.40 | \$0.05 | \$1.01 | \$0.05 | \$0.25 |
| 5/20/22 | \$23.66 | \$2.37 | \$3.90 | \$9.45 | \$1.05 | \$0.05 | \$0.07 | \$40.55 | \$0.25 | \$0.40 | \$0.05 | \$1.05 | \$0.05 | \$0.30 |
| 5/02/23 | \$24.90 | \$2.49 | \$4.05 | \$9.60 | \$1.10 | \$0.05 | \$0.07 | \$42.26 | \$0.25 | \$0.40 | \$0.05 | \$1.10 | \$0.05 | \$0.35 |
| 5/06/24 | \$26.20 | \$2.62 | \$4.20 | \$9.75 | \$1.15 | \$0.05 | \$0.07 | \$44.04 | \$0.25 | \$0.40 | \$0.05 | \$1.14 | \$0.05 | \$0.40 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| 2nd Term Apprentice 75% of Group 1 Rate (No Pension) 801- 1600 hours | | | | | | | | | | | | | | |
| 5/02/21 | \$26.00 | \$2.60 | \$3.75 | \$0.00 | \$1.00 | \$0.05 | \$0.07 | \$33.47 | \$0.25 | \$0.40 | \$0.05 | \$1.01 | \$0.05 | \$0.25 |
| 5/20/22 | \$27.30 | \$2.73 | \$3.90 | \$9.45 | \$1.05 | \$0.05 | \$0.07 | \$44.55 | \$0.25 | \$0.40 | \$0.05 | \$1.05 | \$0.05 | \$0.30 |
| 5/02/23 | \$28.73 | \$2.87 | \$4.05 | \$9.60 | \$1.10 | \$0.05 | \$0.07 | \$46.47 | \$0.25 | \$0.40 | \$0.05 | \$1.10 | \$0.05 | \$0.35 |
| 5/06/24 | \$30.23 | \$3.02 | \$4.20 | \$9.75 | \$1.15 | \$0.05 | \$0.07 | \$48.47 | \$0.25 | \$0.40 | \$0.05 | \$1.14 | \$0.05 | \$0.40 |
| | | | | | | | | | | | | | | |
| 3rd Term Apprentice 90% of Group 1 Rate (Full Benefits) 1601- 2400 hours | | | | | | | | | | | | | | |
| 5/02/21 | \$31.20 | \$3.12 | \$3.75 | \$9.30 | \$1.00 | \$0.05 | \$0.07 | \$48.49 | \$0.25 | \$0.40 | \$0.05 | \$1.01 | \$0.05 | \$0.25 |
| 5/20/22 | \$32.76 | \$3.28 | \$3.90 | \$9.45 | \$1.05 | \$0.05 | \$0.07 | \$50.56 | \$0.25 | \$0.40 | \$0.05 | \$1.05 | \$0.05 | \$0.30 |
| 5/02/23 | \$34.48 | \$3.45 | \$4.05 | \$9.60 | \$1.10 | \$0.05 | \$0.07 | \$52.80 | \$0.25 | \$0.40 | \$0.05 | \$1.10 | \$0.05 | \$0.35 |
| 5/06/24 | \$36.28 | \$3.63 | \$4.20 | \$9.75 | \$1.15 | \$0.05 | \$0.07 | \$55.13 | \$0.25 | \$0.40 | \$0.05 | \$1.14 | \$0.05 | \$0.40 |

Journey Person 100% Of Group A Rate (Full Benefit Package) 2400 Hours + Upon Production Of A Journey Person Certificate

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

SIMCOE OLRB AREA #18 FORMWORK WAGES AND CLASSIFICATIONS SCHEDULE

| CEMENT FINISHERS WAGE AND CLASSIFICATION SCHEDULE | | | | | | | | | | | | | | | | |
|--|-------------------|----------------------|-----------------|--------------------------|----------------|-------------------------|---------------------|----------------------|------------------|----------------------|-------------------------|--------------|------------------------|------------------------|-----------------------|------------------------|
| | | Deducted from Worker | | | | | | | | | | | | | | |
| Local 506 | Effective Date | Basic Rate | Vacation Pay | Welfare Dental (W) | Pension (W) | Training Fund (E) | Tri- Fund (W) | Legal Fund (E) | Total Package | CFLRA ETR (E)) | Industry Fund (W) | OPDC (W)_ | Scholar Fund (W) | Working Dues (E) | Strike Fund (E) | Retiree Fund (E) |
| Journey Person | | | | | | | | | | | | | | | | |
| | 5-02-21 | \$40.15 | \$4.01 | \$3.75 | \$9.30 | \$1.00 | \$0.05 | \$0.07 | \$58.33 | \$0.00 | \$0.51 | \$0.40 | \$0.05 | 3% | \$0.05 | \$0.25 |
| | 5-20-22 | \$41.96 | \$4.20 | \$3.90 | \$9.45 | \$1.05 | \$0.05 | \$0.07 | \$60.68 | \$0.10 | \$0.51 | \$0.40 | \$0.05 | 3% | \$0.05 | \$0.30 |
| | 5-02-23 | \$43.74 | \$4.37 | \$4.05 | \$9.60 | \$1.10 | \$0.05 | \$0.07 | \$62.98 | \$0.10 | \$0.51 | \$0.40 | \$0.05 | 3% | \$0.05 | \$0.35 |
| | 5-06-24 | \$45.78 | \$4.58 | \$4.20 | \$9.75 | \$1.15 | \$0.05 | \$0.07 | \$65.58 | \$0.10 | \$0.51 | \$0.40 | \$0.05 | 3% | \$0.05 | \$0.40 |

| | | Deducted from Worker | | | | | | | | | | | | | | |
|--|-------------------|----------------------|-----------------|--------------------------|----------------|-------------------------|---------------------|----------------------|------------------|----------------------|-------------------------|--------------|------------------------|------------------------|-----------------------|------------------------|
| Local 506 | Effective Date | Basic Rate | Vacation Pay | Welfare Dental (W) | Pension (W) | Training Fund (E) | Tri- Fund (W) | Legal Fund (E) | Total Package | CFLRA ETR (E)) | Industry Fund (W) | OPDC (W)_ | Scholar Fund (W) | Working Dues (E) | Strike Fund (E) | Retiree Fund (E) |
| Foreman 10% above Journey Person Rate | | | | | | | | | | | | | | | | |
| | 5-02-21 | \$44.17 | \$4.42 | \$3.75 | \$9.30 | \$1.00 | \$0.05 | \$0.07 | \$62.76 | \$0.00 | \$0.51 | \$0.40 | \$0.05 | 3% | \$0.05 | \$0.25 |
| | 5-20-22 | \$46.16 | \$4.62 | \$3.90 | \$9.45 | \$1.05 | \$0.05 | \$0.07 | \$65.30 | \$0.10 | \$0.51 | \$0.40 | \$0.05 | 3% | \$0.05 | \$0.30 |
| | 5-02-23 | \$48.11 | \$4.81 | \$4.05 | \$9.60 | \$1.10 | \$0.05 | \$0.07 | \$67.79 | \$0.10 | \$0.51 | \$0.40 | \$0.05 | 3% | \$0.05 | \$0.35 |
| | 5-06-24 | \$50.36 | \$5.04 | \$4.20 | \$9.75 | \$1.15 | \$0.05 | \$0.07 | \$70.62 | \$0.10 | \$0.51 | \$0.40 | \$0.05 | 3% | \$0.05 | \$0.40 |

| Deducted from Worker | | | | | | | | | | | | | | | | |
|--|----------------|------------|--------------|--------------------|-------------|-------------------|--------------|----------------|----------------|----------------|-------------------|-----------|------------------|------------------|-----------------|------------------|
| Local 506 | Effective Date | Basic Rate | Vacation Pay | Welfare Dental (W) | Pension (W) | Training Fund (E) | Tri-Fund (W) | Legal Fund (E) | Total Package | CFLRA ETR (E)) | Industry Fund (W) | OPDC (W)_ | Scholar Fund (W) | Working Dues (E) | Strike Fund (E) | Retiree Fund (E) |
| Cement Finisher 1st Term Apprentice - 65% of Journey Person Rate 1000 Hours (No Pension) | | | | | | | | | | | | | | | | |
| | 5-02-21 | \$24.09 | \$2.41 | \$3.75 | \$0.00 | \$1.00 | \$0.05 | \$0.07 | \$31.37 | \$0.00 | \$0.51 | \$0.40 | \$0.05 | 3% | \$0.05 | \$0.25 |
| | 5-20-22 | \$27.27 | \$2.73 | \$3.90 | \$0.00 | \$1.05 | \$0.05 | \$0.07 | \$35.07 | \$0.10 | \$0.51 | \$0.40 | \$0.05 | 3% | \$0.05 | \$0.30 |
| | 5-02-23 | \$28.43 | \$2.84 | \$4.05 | \$0.00 | \$1.10 | \$0.05 | \$0.07 | \$36.54 | \$0.10 | \$0.51 | \$0.40 | \$0.05 | 3% | \$0.05 | \$0.35 |
| | 5-06-24 | \$29.76 | \$2.98 | \$4.20 | \$0.00 | \$1.15 | \$0.05 | \$0.07 | \$38.21 | \$0.10 | \$0.51 | \$0.40 | \$0.05 | 3% | \$0.05 | \$0.40 |

| Deducted from Worker | | | | | | | | | | | | | | | | |
|---|----------------|------------|--------------|--------------------|-------------|-------------------|--------------|----------------|----------------|----------------|-------------------|-----------|------------------|------------------|-----------------|------------------|
| Local 506 | Effective Date | Basic Rate | Vacation Pay | Welfare Dental (W) | Pension (W) | Training Fund (E) | Tri-Fund (W) | Legal Fund (E) | Total Package | CFLRA ETR (E)) | Industry Fund (W) | OPDC (W)_ | Scholar Fund (W) | Working Dues (E) | Strike Fund (E) | Retiree Fund (E) |
| Cement Finisher 2nd Year Apprentice - 75% Of Journey Person Rate 1500 Hours (Full Benefits) | | | | | | | | | | | | | | | | |
| | 5-02-21 | \$28.11 | \$2.81 | \$3.75 | \$9.30 | \$1.00 | \$0.05 | \$0.07 | \$45.09 | \$0.00 | \$0.51 | \$0.40 | \$0.05 | 3% | \$0.05 | \$0.25 |
| | 5-20-22 | \$31.47 | \$3.15 | \$3.90 | \$9.45 | \$1.05 | \$0.05 | \$0.07 | \$49.14 | \$0.10 | \$0.51 | \$0.40 | \$0.05 | 3% | \$0.05 | \$0.30 |
| | 5-02-23 | \$32.81 | \$3.28 | \$4.05 | \$9.60 | \$1.10 | \$0.05 | \$0.07 | \$50.96 | \$0.10 | \$0.51 | \$0.40 | \$0.05 | 3% | \$0.05 | \$0.35 |
| | 5-06-24 | \$34.34 | \$3.43 | \$4.20 | \$9.75 | \$1.15 | \$0.05 | \$0.07 | \$52.99 | \$0.10 | \$0.51 | \$0.40 | \$0.05 | 3% | \$0.05 | \$0.40 |

| Deducted from Worker | | | | | | | | | | | | | | | | |
|---|----------------|------------|--------------|--------------------|-------------|-------------------|--------------|----------------|---------------|----------------|-------------------|----------|------------------|------------------|-----------------|------------------|
| Local 506 | Effective Date | Basic Rate | Vacation Pay | Welfare Dental (W) | Pension (W) | Training Fund (E) | Tri-Fund (W) | Legal Fund (E) | Total Package | CFLRA ETR (E)) | Industry Fund (W) | OPDC (W) | Scholar Fund (W) | Working Dues (E) | Strike Fund (E) | Retiree Fund (E) |
| Cement Finisher 3rd Year Apprentice - 85% Of Journey Person Rate 1500 Hours (Full Benefits) | | | | | | | | | | | | | | | | |
| | 5-02-21 | \$34.13 | \$3.41 | \$3.75 | \$9.30 | \$1.00 | \$0.05 | \$0.07 | \$51.71 | \$0.00 | \$0.51 | \$0.40 | \$0.05 | 3% | \$0.05 | \$0.25 |
| | 5-20-22 | \$35.67 | \$3.57 | \$3.90 | \$9.45 | \$1.05 | \$0.05 | \$0.07 | \$53.76 | \$0.10 | \$0.51 | \$0.40 | \$0.05 | 3% | \$0.05 | \$0.30 |
| | 5-02-23 | \$37.18 | \$3.72 | \$4.05 | \$9.60 | \$1.10 | \$0.05 | \$0.07 | \$55.77 | \$0.10 | \$0.51 | \$0.40 | \$0.05 | 3% | \$0.05 | \$0.35 |
| | 5-06-24 | \$38.91 | \$3.89 | \$4.20 | \$9.75 | \$1.15 | \$0.05 | \$0.07 | \$58.02 | \$0.10 | \$0.51 | \$0.40 | \$0.05 | 3% | \$0.05 | \$0.40 |

(E) - FUNDS REPORTED ON HOURS EARNED

(W) - FUNDS REPORTED ON HOURS WORKED

9.02 Working Foremen

- (a) A Working Foreman shall receive a minimum of \$2.75 per hour above the rate being received by a majority of the labourers the Foreman is supervising.
- (b) Where an Employer appoints a Labourer as a lead hand the Labourer will receive a rate above the Group "A" Labourer as follows:

Effective May 1st 2013, Five (5%) percent

- (c) After six (6) Labourers are employed by the employer on a project, a foreman will be selected by the employer. The Employer agrees that such foreman shall be a member of Local 506. This provision does not preclude supervisory personnel of the employer from giving direction and instruction to members of Local 506.

9.03 Light Duty Swing Stage

A premium of \$2.00 per hour shall be paid to employees covered by this Agreement when working on a light duty swing stage.

9.04 Where an employee covered by this Agreement is employed in a full time capacity as a Signalman or Swamper, Vibrator Worker or Machine Operator, a premium of \$3.00 per hour shall be paid to such employee.

9.05 Where an Employer appoints a Labourer as a Lead Hand the Labourer will receive a premium of \$1.00 per hour above the Labourer's hourly rate.

9.06 Ride on machine operator increase from \$1.25 to \$2.00.

ARTICLE 10 - SPECIALTY TERMS AND CONDITIONS

10.01 The terms and conditions of the Collective Agreement between the Local and various contractors shall apply to post-tensioning, pre-stressing, diamond concrete saw

cutting, cutting, coring and drilling and the erection and finishing of precast concrete products.

ARTICLE 11 - VACATION PAY

11.01

- (a) Vacation pay for all employees covered by this Agreement shall be paid at the rate of ten percent (10%) of gross wages earned after the date hereof.
- (b) During the term of any one (1) year, two (2) weeks' vacation without pay may be taken by an employee exclusive of Statutory Holidays.
- (c) Vacation pay shall be made paid weekly directly to each employee covered by this Agreement, and in accordance with the provisions of the *Employment Standards Act* and Regulations governing the construction industry. Vacation pay shall include an amount of six percent (6%) in lieu of payment for Statutory Holidays.

ARTICLE 12 - WELFARE

12.01 It is agreed that the established Labourers' Union Local 506 (Construction Division) Employees Benefit Trust shall continue and the Employer shall pay an amount as outlined in the Wage and Classification Schedule for each hour earned by each employee covered by this Agreement. Such monies shall be entered on a form as designated by the Trustees from time to time and remitted directly to the said Welfare Fund by the fifteenth (15th) day of the month following the month for which the contributions are made.

12.02 Prepaid Legal

It is agreed that the Employer shall pay into the established Labourers' Union Local 506 Prepaid Legal Services Trust an amount of \$0.07 per hour earned for each

employee covered under this Agreement. Such monies to be remitted in accordance with Article 12.01 above.

ARTICLE 13 - TRAINING

13.01 Training

It is agreed that the Employer shall pay \$0.75 into the Labourers' Local 506 Training Fund for each hour earned by each employee covered by this Agreement. Such monies shall be entered on a form as designated by the Training Fund and remitted by the fifteenth (15th) day of the month following the month for which the contributions are made. This rate shall increase as follows:

| | |
|------------------------|--------|
| Effective May 20, 2022 | \$1.05 |
| Effective May 2, 2023 | \$1.10 |
| Effective May 6, 2024 | \$1.15 |

13.02 WHMIS

The Employer agrees to pay the sum of \$0.02 per hour for each hour earned by the employees of the Employer covered by this Agreement to the Labourers' Local 506 Training Fund in respect of WHMIS training. This payment shall be solely at the Employer's expense and shall be in addition to the total wage rates, contributions and allowances provided for in this Agreement and any renewals thereof. It is further understood and agreed that by providing such training, the Training Fund shall not in any way incur any liability or responsibility for worker education required under the *Occupational Health and Safety Act* and Regulations thereto.

ARTICLE 14 - PENSION AND L.I.U.N.A. CANADIAN TRI-FUND

14.01 It is agreed that the Employer shall pay into the established Labourers' Pension Fund of Central and Eastern Canada the sum as outlined in the Wage and

Classification Schedule for each hour worked by each employee covered by this Agreement. 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 report form for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contributions shall include all obligations arising from hours worked up to the preceding calendar month.

14.02 The Employer agrees to contribute the sum of \$0.05 per 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 labourers' union administration fund deductions and contributions.

ARTICLE 15 – LABOURERS' UNION ADMINISTRATION FUND DEDUCTIONS AND CONTRIBUTIONS

15.01 The employee hereby agrees that the Employer shall deduct an amount equal to three percent (3%) of the Group "A" hourly rate per hour earned to be allocated to the Labourers' International Union Local 506 Administrative Fund. Such monies shall be remitted together with an additional deduction as provided for in Article 4.01 of the Provincial I.C.I. Agreement for Monthly Union Dues to the Administrator of the Welfare Trust Fund with Welfare contributions.

15.02 In addition, Ontario Provincial District Council working dues in the amount of \$0.40 per hour effective May 1, 2016, as provided for in Article 4.02 of the Master Portion of the Provincial ICI Agreement, shall be deducted and remitted monthly no later than the fifteenth (15th) day of each month following the month for which deductions were made, for deposit to the "Labourers' International Union, Local 506 Administration Fund".

ARTICLE 16 - PROJECT NOTIFICATION

16.01 Employers undertake to advise Local 506 of the name and location of projects expected to have a duration greater than ninety (90) days.

ARTICLE 17 - EMPLOYER'S ADMINISTRATION FUND

17.01 The Employers bound by this Agreement shall contribute \$0.25 per hour for each hour worked by each employee covered by this Agreement.

ARTICLE 18 - TRUSTEE APPOINTMENTS

18.01 The Association shall be granted the right to appoint a Trustee to each of the Welfare and Training Funds, and the Union will use its best efforts to secure observer status for a representative of the Association.

ARTICLE 19 - INDUSTRY FUND

19.01

- (a) The Employers agree to contribute twenty-five cents (\$0.25) per hour for each hour worked by all employees covered by this Agreement to the Industry Fund.
- (b) The Employers agree to contribute five cents (\$0.05) per hour for each hour worked by all employees covered by this Agreement towards an Industry Liaison Fund.

19.02

- (a) The Employers agree to remit the contribution required under Article 19.01 hereof to the Union not later than the fifteenth (15th) day of the month following the month for which the contribution is due.

- (b) It is agreed that Employers shall use the Welfare Contribution Form (or such other form as is specified by the Union or any one of the Local Unions to which Schedule "E" applies) for the calculation and remittance of the Industry Fund contribution.
- (c) The Union or its Administrator will provide monthly reports to the Association outlining the name of the Employer, the hours worked and the amount paid. In the event no such contributions are received, the Union shall forward a "Nil" report to the Association.
- (d) The Union agrees to use its grievance procedures to collect Industry Fund contributions, where applicable, for work performed under this Schedule.

19.03 The Union agrees that these sums, which represent each Employer's contribution to the cost of negotiating and administering this Agreement, shall be forwarded to the Association on a monthly basis.

19.04 The Association agrees to notify the Union of any changes in the Industry Fund.

ARTICLE 20 - HARDSHIP CLAUSE

20.01 In the event that an Employer obtains work within the territorial jurisdiction of the Local Union other than the Local Union from where the Employer's base of operations is located, the Employer may transfer the initial core group of up to five (5) employees and a further maximum of twenty-five percent (25%) of the total crew from the Local Union where the Employer's base of operations is located. The maximum number of workers allowed to be transferred may only be increased following agreement between the Local Union and the Company.

20.02 Where a particular clause, article or provision contained within this Agreement works a hardship on any party bound to this Agreement, those parties may meet and

may by mutual consent, amend, add or delete such clause, article or provision and such agreement will form part of this Agreement commencing from the effective date thereof.

ARTICLE 21 - FLOOR FINISHING REPAIR

21.01 The Parties agree to incorporate a new classification for workers required to complete remedial work. Once the Association has defined the scope of work, it shall notify the Union and begin discussions for related training and wages.

ARTICLE 22 – CONSTRUCTION CRAFT WORKER

22.01 The parties hereby agree to recognize and support the Construction Craft Worker Apprenticeship with the Ontario Ministry of Training, Colleges and Universities. They also agree to participate on Local Apprenticeship Committee (LAC) to develop and implement programs and plans of training for work covered by this agreement.

Such programs and plans of training shall be incorporated in their entirety into and form part of this Agreement.

As such the Local Apprenticeship Committee for the Labourers' International Union of North America, Local 506 has developed the following programs and plans of training for work covered by the above noted Collective Agreement.

22.02 Training

The apprentice agrees to follow all training and instruction provided during the terms of apprenticeship and abide by the conditions outlined in the General Requirement of the Construction Craft Labourer Apprenticeship Program. The apprentice understands that leaving the apprenticeship program may terminate the apprentice's membership in Local 506.

Apprentices employed under this Agreement shall be required to attend apprenticeship school when directed to do so by the Local Apprenticeship Committee.

Committee shall be sufficient cause for Suspension or discharge from employment.

The training Centre will provide off-the-job training as directed by the Local Apprenticeship Committee and will keep records of training completed.

The Employer agrees to provide on-the-job training, pay wages and abide by ratios and in class requirements as set out herein.

The Union agrees to accept apprentices as apprentice members of Local 506 with the benefits and privileges of union membership except as limited for apprentices by the Constitution, by-laws and working rules of the Union. These benefits and privileges cease should the apprentice leave the program.

22.03 Terms and Wages of Apprentices Local 506 Board Area #8 and 18 First Term Apprentice

0-800 hours-Formworkers 65% of Formworkers Group 1 Rate including Benefit package (except for Pension Contributions).

Second Term Apprentice

801 – 1600 hours – Formworkers 75% of Formworker Group 1 Rate including benefit package (except for Pension Contributions).

Third Term Apprentice

1601 – 2400 hours – Formworkers 90% of Formworker Group 1 Rate plus full benefit package.

Journeyperson

2400 and more - 100% of full wage package upon productions of a Journeyperson Certificate.

Note: No Employer contribution in respect to pension (Article 14) will be made. Following the requisite 1600 hours worked under this agreement, new members; rates will be adjusted to the applicable Labourers' rates to include pension.

22.04 Ratio of Apprentices

When hiring the Employer agrees to hire and employ a Construction Craft Worker Apprentice at the Union's request, but in no event shall the Employer be required to employ or maintain a ratio of not more than one (1) apprentice to four (4) journeymen, unless by mutual consent between the Union and the Employer.

22.05 Miscellaneous

No Apprentice shall act in a supervisory capacity.

- (a) A record book showing which Employer the apprentice has worked for, the type of work performed, and the amount of hours worked shall at all times be kept by the apprentice and signed by each Employer for inspection by any prospective Employer, the Training Centre and the Union.
- (b) The Employer shall from time to time sign off on the Apprenticeship Training Standards record book.
- (c) New members, who can prove evidence of construction experience acceptable to the Employer and to the Union, may be paid journeyman's rate of pay;
- (d) Providing members of the Union are not available in accordance with Article 3.01 of the Master Portion including Apprentices, the Employer may obtain the needed supply of labour elsewhere and shall inform the Union of the names of such workers on the date of their employment and location where such employee will be working, and any qualifications, past experience and training certificates. In such cases the employee shall be considered a probationary employee and not subject to the grievance procedure in the event of termination unless discrimination is alleged. Such probationary employee must secure membership

in the local union within 20 working days or be terminated from employment. Such employee shall be subject to all other terms and conditions of the collective agreement;

- (e) In the event that such worker does not elect to become a member of Union within twenty (20) working days following their employment, they shall be terminated from employment. If it is determined that the worker is unskilled, the worker will sign a participation agreement to commence the apprenticeship program, when such program is available.

The programs and plans developed herein may be amended by the Local Apprenticeship Committee from time to time but must be attached to and form part of the Agreement.

ARTICLE 23 – REMITTANCES

23.01 It is agreed that the Employer shall remit all working dues and training contributions for all hours worked in Local 506's jurisdiction by any member of the Labourers' International Union of North America Local 506, regardless of which Local that they are a member of.

23.02 The Employer shall when remitting such dues submit a list of names, social insurance numbers and number of hours worked for those on whose behalf such deductions were made, on the contribution form showing all applicable deductions and/or contributions. The deductions shall be remitted together with the Local 506 contributions to Local 506.

LETTER OF UNDERSTANDING No. 1

BETWEEN:

The Ontario Formwork Association

(the “Association”)

-and-

Labourers’ International Union of North America, Local 506

(the “Union”)

The Association and the Union agree, each with the other, as follows:

The Association and the Union agree to the attached Letter of Understanding between the General Contractors' Association of Toronto and the Union

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo
Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE


Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

DATE

ON BEHALF OF:
L.I.U.N.A. LOCAL 506

Tony Do Vale
Tony Do Vale (Feb 7, 2023 16:31 EST)

TONY DO VALE

Feb/07/2023

DATE

Dino Drigo
Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE

LETTER OF UNDERSTANDING
BETWEEN
GENERAL CONTRACTORS' ASSOCIATION OF TORONTO (THE "GCAT")
-AND-
LABOURERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 506
(THE "UNION")

WHEREAS the parties met to negotiate the renewal of the Local 506 (Blue Pages) of the Provincial Collective Agreement as between the Provincial Employer Bargaining Agency, Labourers and the Labourers International Union of North America, Provincial District Council (the "Provincial Agreement");

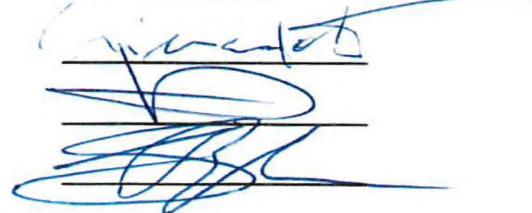
AND WHEREAS the parties have reached an understanding with respect to supporting initiatives and programs supporting disadvantaged communities and equity seeking groups;

NOW THEREFORE the parties agree as follows:

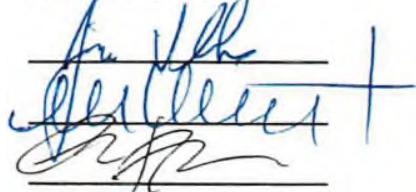
1. The parties recognize that the City of Toronto is committed to offering a range of employment, training and apprenticeship opportunities for historically disadvantaged communities and equity seeking groups.
2. Where practical, the parties agree to cooperate on implementing the goals of the City of Toronto Workforce Development Community Benefits Framework through outreach, training and dispatch.
3. This Letter of Understanding shall expire on April 30, 2025 unless the parties mutually agree to its renewal.

DATED IN _____ ON THIS _____ DAY OF APRIL, 2022.

FOR THE UNION:



FOR THE GCAT:



APPENDIX 3 TO SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 506 – WEST OLRB Board Areas 7 and 27, The Counties of Wellington and Dufferin

The following Articles apply to members of Local 506 when any of the Employers:

- (a) perform work within the territorial jurisdiction of Local 506 West; and
- (b) hire members of Local 506.

ARTICLE 1 – WAGES AND CLASSIFICATIONS

1.01 The following rates shall be paid to members of Local 506 West. The Group Classifications are those established in Schedule "C". It is understood that employees may be paid wages by cheque, direct deposit or cash.

| <u>WAGE & CLASSIFICATIONS SCHEDULE FOR BOARD AREA 7 & 27 – WELLINGTON & DUFFERIN</u> | | | | | | | | | | | | | |
|---|----------------|------------|--------------|--------------------|-------------|-------------------|--------------|----------------|---------------|-------------------|----------|-----------------------------|------------------|
| | | | | | | | | | | | | Deducted from Worker | |
| Local 506 | Effective Date | Basic Rate | Vacation Pay | Welfare Dental (E) | Pension (W) | Training Fund (E) | Tri-Fund (W) | Legal Fund (E) | Total Package | Industry Fund (W) | OPDC (W) | Scholar Fund (W) | Working Dues (E) |
| <u>Labourer</u> | | | | | | | | | | | | | |
| 5/02/21 | \$31.71 | \$3.17 | \$3.75 | \$6.80 | \$0.50 | \$0.05 | \$0.07 | \$46.05 | \$0.26 | \$0.40 | \$0.05 | 3% | |
| 5/20/22 | \$32.85 | \$3.28 | \$3.90 | \$6.95 | \$0.55 | \$0.05 | \$0.07 | \$47.65 | \$0.26 | \$0.40 | \$0.05 | 3% | |
| 5/02/23 | \$33.89 | \$3.39 | \$4.05 | \$7.10 | \$0.60 | \$0.05 | \$0.07 | \$49.15 | \$0.26 | \$0.40 | \$0.05 | 3% | |
| 5/06/24 | \$34.89 | \$3.49 | \$4.25 | \$7.25 | \$0.65 | \$0.05 | \$0.07 | \$50.65 | \$0.26 | \$0.40 | \$0.05 | 3% | |
| <u>Signal Person, Swammer, Concrete Vibrator Person, Forklift Zoom Boom Operator, \$1.50 above the Labourers Base Rate</u> | | | | | | | | | | | | | |
| 5/02/21 | \$32.45 | \$3.25 | \$3.75 | \$6.80 | \$0.50 | \$0.05 | \$0.07 | \$46.87 | \$0.26 | \$0.40 | \$0.05 | 3% | |
| 5/20/22 | \$34.35 | \$3.44 | \$3.90 | \$6.95 | \$0.55 | \$0.05 | \$0.07 | \$49.31 | \$0.26 | \$0.40 | \$0.05 | 3% | |
| 5/02/23 | \$35.39 | \$3.54 | \$4.05 | \$7.10 | \$0.60 | \$0.05 | \$0.07 | \$50.80 | \$0.26 | \$0.40 | \$0.05 | 3% | |
| 5/06/24 | \$36.39 | \$3.64 | \$4.25 | \$7.25 | \$0.65 | \$0.05 | \$0.07 | \$52.30 | \$0.26 | \$0.40 | \$0.05 | 3% | |
| <u>Mason Tender I</u> | | | | | | | | | | | | | |
| 5/02/21 | \$32.90 | \$3.29 | \$3.75 | \$6.80 | \$0.50 | \$0.05 | \$0.07 | \$47.36 | \$0.26 | \$0.40 | \$0.05 | 3% | |
| 5/20/22 | \$34.04 | \$3.40 | \$3.90 | \$6.95 | \$0.55 | \$0.05 | \$0.07 | \$48.96 | \$0.26 | \$0.40 | \$0.05 | 3% | |
| 5/02/23 | \$35.08 | \$3.51 | \$4.05 | \$7.10 | \$0.60 | \$0.05 | \$0.07 | \$50.46 | \$0.26 | \$0.40 | \$0.05 | 3% | |
| 5/06/24 | \$36.08 | \$3.61 | \$4.25 | \$7.25 | \$0.65 | \$0.05 | \$0.07 | \$51.96 | \$0.26 | \$0.40 | \$0.05 | 3% | |

| <u>Mason Tender II</u> | | | | | | | | | | | | | |
|-------------------------------|---------|---------|--------|--------|--------|--------|--------|--------|----------------|--------|--------|--------|----|
| | 5/02/21 | \$33.40 | \$3.34 | \$3.75 | \$6.80 | \$0.50 | \$0.05 | \$0.07 | \$47.91 | \$0.26 | \$0.40 | \$0.05 | 3% |
| | 5/20/22 | \$34.54 | \$3.45 | \$3.90 | \$6.95 | \$0.55 | \$0.05 | \$0.07 | \$49.51 | \$0.26 | \$0.40 | \$0.05 | 3% |
| | 5/02/23 | \$35.58 | \$3.56 | \$4.05 | \$7.10 | \$0.60 | \$0.05 | \$0.07 | \$51.01 | \$0.26 | \$0.40 | \$0.05 | 3% |
| | 5/06/24 | \$36.58 | \$3.66 | \$4.25 | \$7.25 | \$0.65 | \$0.05 | \$0.07 | \$52.51 | \$0.26 | \$0.40 | \$0.05 | 3% |

| <u>Cement Finisher</u> | | | | | | | | | | | | | |
|-------------------------------|---------|---------|--------|--------|--------|--------|--------|--------|----------------|--------|--------|--------|----|
| | 5/02/21 | \$33.45 | \$3.35 | \$3.75 | \$6.80 | \$0.50 | \$0.05 | \$0.07 | \$47.97 | \$0.26 | \$0.40 | \$0.05 | 3% |
| | 5/20/22 | \$34.59 | \$3.46 | \$3.90 | \$6.95 | \$0.55 | \$0.05 | \$0.07 | \$49.57 | \$0.26 | \$0.40 | \$0.05 | 3% |
| | 5/02/23 | \$35.64 | \$3.56 | \$4.05 | \$7.10 | \$0.60 | \$0.05 | \$0.07 | \$51.07 | \$0.26 | \$0.40 | \$0.05 | 3% |
| | 5/06/24 | \$36.64 | \$3.66 | \$4.25 | \$7.25 | \$0.65 | \$0.05 | \$0.07 | \$52.57 | \$0.26 | \$0.40 | \$0.05 | 3% |

Foreman Rate

Any labourer/cement finisher, who is designated by the Employer as working foreman, shall be paid a differential not less than three dollars and fifty cents (\$3.50) per hour.

A labourer foreman shall be appointed to direct members of the union, where there are more than fifteen (15) members of the union working on a shift for the same employer.

Apprentices

60 % of Journeyman Rate for the First 600 hours

80% of Journeyman Rate from 601-1200 hours

Ride On Machine Operator \$1.75 above Group 1 Rate.

Fork Lift Operator/Swammer/Concrete Vibrator:

Hourly rate to be \$1.50 more than general labourer rate beginning May 1, 2022

Foremen 10% above Group 1 Rate.

Certified Health and Safety representative shall receive a premium of fifty (\$0.50) per hour above their classification.

ARTICLE 2 – VACATION/STATUTORY HOLIDAY PAY

2.01 Vacation pay shall be paid to all employees at the rate of ten percent (10%) of gross earnings, it being understood that six percent (6%) shall be designated as vacation pay and four percent (4%) in lieu of recognized holiday pay. Vacation pay and statutory holiday pay shall be paid directly to the employees on a weekly basis.

ARTICLE 3 – WELFARE PLAN AND PENSION PLAN

3.01 The Employer shall pay on behalf of each of the Employer's employees into the Labourers' Multi-Local Welfare Trust Fund of Ontario on the following basis:

Effective May 20, 2022, \$3.90 for each hour worked;

Effective May 2, 2023, \$4.05 for each hour worked; and

Effective May 6, 2024, \$4.25 for each hour worked;

3.02 The Employer shall pay on behalf of each of the Employer's employees into the Labourers' Pension Fund of Central and Eastern Canada on the following basis:

Effective May 20, 2022, \$6.95 for each hour worked;

Effective May 2, 2023, \$7.10 for each hour worked; and

Effective May 6, 2024, \$7.25 for each hour worked;

3.03 Effective May 1, 2016, the Employer agrees to deduct \$0.40 per hour for working dues for each hour worked by the employees covered by this Agreement and payable to L.I.U.N.A. Ontario Provincial District Council.

3.04 The above working dues shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada. The Employer shall, when remitting such dues, submit a list of names, social insurance numbers and number of hours worked for those on

whose behalf such deductions were made, on one Standard Benefits Reporting Form showing all applicable deductions and/or contributions.

ARTICLE 4 – WORKING DUES

4.01 The Employer agrees to deduct from the employees' wages, working dues in the amount three percent (3%) per hour for each hour worked by each employee and to remit the said working dues to Local 506 West not later than the fifteenth (15th) day of the month following the month for which the deduction is due.

It is agreed that the Employer shall remit all working dues for all hours worked in the Local 506 West jurisdiction by any member of the Labourers' International Union of North America, to Local 506 West, regardless of which Local that they are a member of.

The Employer shall, when remitting such dues, submit a list of names, social insurance numbers and number of hours worked for those on whose behalf such deductions were made, on the Welfare Contribution Form showing all applicable deductions and/or contributions. The above deductions shall be remitted together with the Local 506 West contributions to Local 506.

ARTICLE 5 – TRAVELLING AND ROOM AND BOARD ALLOWANCES

5.01 Where the Employer transfers an employee from one job to another during working hours, the transportation and time in transit shall be paid by the Employer.

5.02 When an employee is transferred at the request of the Employer during working hours and provides the employee's own transportation, he/she shall be paid his/her regular rate of pay while travelling from job to job, plus transportation costs of fifty (\$0.50) per kilometer effective May 1, 2022. The travel allowance will also apply when reporting allowance under paragraphs 7.01 and 7.02.

5.03 Any employee covered by this Agreement who drives a company vehicle shall be paid transportation both ways.

5.04 Employees who are sent to do work within the area of this Agreement shall, if required by the Employer to remain away from home overnight, be paid their expenditures for board and lodging at one hundred and fifty dollars (\$150.00) per day that the employee reports for work.

5.05 The Employer may provide suitable board and lodging without cost to the employee in lieu of the board allowance provided in Article 5.04.

5.06 Travelling expenses shall be paid to all employees who are required to report for work outside of the free zones described below at the rate of fifty cents (\$0.50) per kilometer effective May 1, 2022 from the edge of the free zone to the job site and return.

Zone One - a fifty (50) kilometer radius from City Hall in Cambridge

Zone Two - a fifty (50) kilometer radius from the Town Hall in Flesherton.

Refer to map to be attached which shall replace the zone chart. Effective April 31, 2025 the zones as described above shall be reduced to forty (40) kilometres.

ARTICLE 6 - TRAINING FUND

6.01 Effective May 20, 2022, the Employer shall pay on behalf of each of the Employer's employees into the L.I.U.N.A. Local 506 Training Trust Fund a training contribution of \$0.55 per hour for each hour worked by each employee. Effective May 2, 2023, the Employer shall pay on behalf of each of the Employer's employees into the L.I.U.N.A. Local 506 Training Trust Fund a training contribution of \$0.60 per hour for each hour worked by each employee and effective May 6, 2024, the Employer shall pay on behalf of each of the Employer's employees into the L.I.U.N.A. Local 506 Training Trust Fund a training contribution of \$0.65 per hour for each hour worked by each employee.

6.02 SPECIALTY NON-HEALTH AND SAFETY TRAINING

The Employer will cover the cost of the training course and pay the employee(s) their straight time package for the time spent training.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.01 The regular working hours for employees covered by this Agreement shall be eight and one-half (8 1/2) hours per day and forty-two and one-half (42 1/2) hours per week, to be worked between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, Employees will be allowed a lunch period of one half hour (1/2). Working hours outside the scope of these times may be changed only by mutual consent of the Employer and the Union.

7.02 All work performed in excess of nine (9) hours per day shall be paid for at one and one-half (1½) times the employee's regular hourly rate.

7.03

(a) The rate of pay for time worked in excess of regular working hours and days shall be at time and one-half (1 1/2x) for the first two (2) hours of overtime and at the rate of double time (2x) over and above the two (2) hours worked. Saturday, Sundays and holidays shall be at double time (2x) rates.7.04 In the event an Employer fails to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, as liquidated damages, a sum equal to ten percent (10%) of the amount which the Employer has failed to pay on account of overtime.

7.05 Any employee working in the capacity of floor finisher who commences work before 12:00 Noon of any day shall only receive the overtime premium after the employee has completed eight (8) hours of work, notwithstanding the overtime provisions of this Agreement.

ARTICLE 8 – SHOW UP TIME

8.01 One (1) hours' pay, together with travelling allowance whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to any reason, provided the employee remains on the job for one (1) hour after the employee's designated starting time whenever requested by the superintendent or foreman. However, no reporting pay shall be allowed where an employee has been informed not to report for work and such information has been given to him one (1) hour prior to commencement of the shift. An employee that is requested to, and volunteers to work in inclement weather conditions shall be paid a minimum of two (2) hours wages. If an employee starts to work and the weather subsequently becomes inclement and the employee continues to work when asked, the employee shall be entitled to the two (2) hours.

ARTICLE 9 – RECALL

9.01 Under the provisions of Article 3.01, of the Master Portion, the Employer when adding to the Employer's work force shall have the prerogative of first recalling any unemployed member in good standing.

ARTICLE 10 – INDUSTRY FUND

10.01

- (a) The Employers agree to contribute twenty-six cents (\$0.26) per hour for each hour worked by all employees covered by this Agreement to the Industry Fund.
- (b) The Employers agree to contribute five cents (\$0.05) per hour for each hour worked by all employees covered by this Agreement towards an Industry Liaison Fund.

10.02

- (a) The Employers agree to remit the contribution required under Article 10.01 hereof to the Union not later than the fifteenth (15th) day of the month following the month for which the contribution is due.
- (b) It is agreed that Employers shall use the Welfare Contribution Form (or such other form as is specified by the Union or any one of the Local Unions to which Schedule "E" applies) for the calculation and remittance of the Industry Fund contribution.
- (c) The Union or its Administrator will provide monthly reports to the Association outlining the name of the Employer, the hours worked and the amount paid. In the event no such contributions are received, the Union shall forward a "Nil" report to the Association.
- (d) The Union agrees to use its grievance procedures to collect Industry Fund contributions, where applicable, for work performed under this Schedule.

10.03 The Union agrees that these sums, which represent each Employer's contribution to the cost of negotiating and administering this Agreement, shall be forwarded to the Association on a monthly basis.

10.04 The Association agrees to notify the Union of any changes in the Industry Fund.

ARTICLE 11 – HARDSHIP CLAUSE

11.01 Where a particular clause, article or provision contained within this Agreement works a hardship on any party bound to this Agreement, those parties may meet and may be mutual consent, amend, add or delete such clause, article or provision and such Agreement will form part of this Agreement commencing from the effective date thereof.

ARTICLE 12 – ADMINISTRATION

12.01 The Employer agrees to notify the Local Union holding geographic jurisdiction over the work being performed with a list of its employees for purposes of mobility as described above prior to work commencing.

ARTICLE 13 – APPRENTICE

13.01 The Employer shall have the right to one (1) apprentice for every ten (10) labourers. The Parties agree to recognize Article 26.01 of the Master Portion of the Provincial ICI Collective Agreement in order to facilitate the hiring of apprentices through the Local Apprenticeship Committee (LAC) program.

LETTER OF UNDERSTANDING NO. 1

BETWEEN:

The Ontario Formwork Association

(the “Association”)

-and-

Labourers’ International Union of North America, Local 506

(the “Union”)

The Association and the Union agree, each with the other, as follows:

2. The parties agree to meet as soon as practical with a view to co-operating in increasing the employment of the Union’s members on projects undertaken in the Union’s geographic area set out in Appendix 3 to Schedule “E” subject to the expectancy of the Union’s members to perform the work required.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo
Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE


Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01 /28/23

DATE

ON BEHALF OF:
L.I.U.N.A. LOCAL 506

Tony Do Vale
Tony Do Vale (Feb 7, 2023 16:31 EST)

TONY DO VALE

Feb/07/2023

DATE

Dino Drigo

Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

The Ontario Formwork Association

(the “Association”)

-and-

Labourers’ International Union of North America, Local 506

(the “Union”)

The Association and the Union agree, each with the other, as follows:

The Employer agrees to pay employees a parking reimbursement of up to ten dollars (\$10.00) per day, whenever parking is not provided by the employer. Daily parking reimbursement will not be paid where the Employer has made arrangements for parking on or off site.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo
Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE


Danny Verrilli (Feb 3, 2023 17:19 AST)
DANNY VERRILLI

01/28/23

DATE

ON BEHALF OF:
L.I.U.N.A. LOCAL 506

Tony Do Vale
Tony Do Vale (Feb 7, 2023 16:31 EST)

TONY DO VALE

02/07/2023

DATE

Dino Drigo
[Dino Drigo \(Jan 27, 2023 11:08 EST\)](#)

DINO DRIGO

01/27/2023

DATE

APPENDIX 4 TO SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 527 – OTTAWA

The current differential in this Collective Agreement and the ICI Collective Agreement will continue to remain at the same differential for the duration of this Agreement.

The following Articles apply to members of Local 527 when any of the Employers:

- (a) perform work within the territorial jurisdiction of Local 527; and
- (b) hire members of Local 527.

ARTICLE 1 - WAGES AND CLASSIFICATIONS

1.01 The following hourly rates shall be paid to members of Local 527. The Group Classifications are those established in Schedule "C". It is understood that employees may be paid wages by cheque, direct deposit or cash:

- (a) **Group 1 - Form Builders-Setters (Carpenters)**

| | | | | Pension Contributions | | | | |
|--------------|-------------|--------------|------------------|-----------------------|--------|---------|---------------|---------|
| DATE | Hourly Rate | Vacation Pay | Health & Welfare | Pension | OPDC | TOTAL | Industry Fund | HST |
| May 20, 2022 | \$37.73 | \$3.77 | \$3.48 | \$7.47 | \$0.40 | \$52.85 | \$0.18 | \$0.013 |
| May 1, 2023 | \$39.10 | \$3.91 | \$3.61 | \$7.97 | \$0.40 | \$54.99 | \$0.18 | \$0.013 |
| May 1, 2024 | \$40.47 | \$4.05 | \$3.74 | \$8.47 | \$0.40 | \$57.13 | \$0.18 | \$0.013 |

(b) Group 2 - Reinforced Concrete Workers, etc.

| | | | | Pension Contributions | | | | |
|--------------|-------------|--------------|------------------|-----------------------|--------|---------|---------------|---------|
| DATE | Hourly Rate | Vacation Pay | Health & Welfare | Pension | OPDC | TOTAL | Industry Fund | HST |
| May 20, 2022 | \$35.01 | \$3.50 | \$3.48 | \$7.47 | \$0.40 | \$49.86 | \$0.18 | \$0.013 |
| May 1, 2023 | \$36.20 | \$3.62 | \$3.61 | \$7.97 | \$0.40 | \$51.80 | \$0.18 | \$0.013 |
| May 1, 2024 | \$37.39 | \$3.74 | \$3.74 | \$8.47 | \$0.40 | \$53.74 | \$0.18 | \$0.013 |

(c) Group 3 - Form Helpers (Labourers)

| | | | | Pension Contributions | | | | |
|--------------|-------------|--------------|------------------|-----------------------|--------|---------|---------------|---------|
| DATE | Hourly Rate | Vacation Pay | Health & Welfare | Pension | OPDC | TOTAL | Industry Fund | HST |
| May 20, 2022 | \$34.06 | \$3.41 | \$3.48 | \$7.47 | \$0.40 | \$48.82 | \$0.18 | \$0.013 |
| May 1, 2023 | \$35.25 | \$3.53 | \$3.61 | \$7.97 | \$0.40 | \$50.76 | \$0.18 | \$0.013 |
| May 1, 2024 | \$36.45 | \$3.64 | \$3.74 | \$8.47 | \$0.40 | \$52.70 | \$0.18 | \$0.013 |

(d) Group 4 - Working Foremen

Working Foremen shall be paid at the minimum rate of \$1.00 per hour more than the prevailing rate of the people the Foreman is supervising in that classification.

| | | | | Pension Contributions | | | | |
|--------------|-------------|--------------|------------------|-----------------------|--------|-------|---------------|---------|
| DATE | Hourly Rate | Vacation Pay | Health & Welfare | Pension | OPDC | TOTAL | Industry Fund | HST |
| May 20, 2022 | ----- | | \$3.48 | \$7.47 | \$0.40 | | \$0.18 | \$0.013 |
| May 1, 2023 | ----- | | \$3.61 | \$7.97 | \$0.40 | | \$0.18 | \$0.013 |
| May 1, 2024 | ----- | | \$3.74 | \$8.47 | \$0.40 | | \$0.18 | \$0.013 |

(e) **Group 5 - Layout Men**

| | | | | Pension Contributions | | | | |
|--------------|--------------------|---------------------|-----------------------------|------------------------------|-------------|--------------|----------------------|------------|
| DATE | Hourly Rate | Vacation Pay | Health & Welfare | Pension | OPDC | TOTAL | Industry Fund | HST |
| May 20, 2022 | \$37.67 | \$3.77 | \$3.48 | \$7.47 | \$0.40 | \$52.79 | \$0.18 | \$0.013 |
| May 1, 2023 | \$38.86 | \$3.89 | \$3.61 | \$7.97 | \$0.40 | \$54.73 | \$0.18 | \$0.013 |
| May 1, 2024 | \$40.05 | \$4.01 | \$3.74 | \$8.47 | \$0.40 | \$56.67 | \$0.18 | \$0.013 |

1.02 Employees temporarily transferred to a lower classification of work, for one (1) week's duration or less, shall not have their hourly rate reduced.

ARTICLE 2 - VACATION PAY

2.01 Vacation Pay at the rate of ten percent (10%) of gross earnings shall be paid for all employees by an Employer.

2.02 Vacation Pay shall be remitted by an Employer to the L.I.U.N.A. Local 527 Benefit Trust Fund, together with a duly-completed contribution form, not later than the fifteenth (15th) day of each month following the month for which such payment is due. One copy of the said form shall be sent to Local 527.

ARTICLE 3 - WELFARE PLAN, PENSION PLAN AND CECOF

3.01 The Employer shall pay on behalf of each of the Employer's employees into the L.I.U.N.A. 527 Benefit Trust Fund a welfare contribution of :

Effective May 20, 2022, \$3.48 per hour for each hour worked.

Effective May 1, 2023, \$3.61 per hour for each hour worked.

Effective May 1, 2024, \$3.74 per hour for each hour worked.

The above-mentioned contribution includes \$0.03 per hour for the Legal Benefit Fund which shall be remitted by the Administrator of the Local 527 Benefit Trust Fund monthly to the Local 527 Legal Trust Fund.

The above mentioned contribution also includes \$0.03 per hour for the Scholarship Trust Fund which shall be remitted by the Administrator of the Local 527 Benefit Trust Fund monthly to the Local 527 Scholarship Fund.

The above mentioned welfare contribution also includes \$0.27 per hour to the Local 527 Tri-Fund, which shall be remitted by the Administrator of the Local 527 Benefit Trust Fund to the Local 527 Tri-Fund.

The above mentioned welfare contribution also includes working dues in the amount of \$1.09 per hour effective May 20, 2022, \$1.12 per hour effective May 1, 2023, and \$1.15 per hour effective May 1, 2024 which shall be remitted by the Administrator of the Local 527 Benefit Trust Fund to Local 527.

These contributions shall be reported on one Standard Benefits Reporting Form showing all applicable deductions and/or contributions, together with the employees' names, social insurance numbers and number of hours worked.

The wage rate has been reduced to reflect the above working dues and all members have agreed to the above reduction.

3.02 The Employer shall pay on behalf of each of the Employer's employees into the LiUNA Pension Fund of Central and Eastern Canada a pension contribution as follows:

Effective May 20, 2022, \$7.47 per hour for each hour worked;

Effective May 1, 2023, \$7.97 per hour for each hour worked; and

Effective May 1, 2024, \$8.47 per hour for each hour worked.

The above-mentioned Pension contributions include \$0.05 per hour National Tri-Fund contribution.

The above-mentioned Pension contributions also include \$0.40 per hour Ontario Provincial District Council working dues.

Rates of wages have been reduced to cover National Tri-Fund contributions and the Ontario Provincial District Council working dues.

3.03 Pension contributions shall be sent to the LiUNA Pension Fund of Central and Eastern Canada, P.O. Box 9002, Station Main, Oakville, Ontario, L6J 0B9. The Employer may remit both these contributions on one (1) monthly cheque. Payments into the Fund are to be made by the fifteenth (15th) day of the month following the month for which the hours were worked.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

4.01 The work week shall consist of forty-four (44) hours per week, scheduled as follows: nine (9) hours per day Monday to Thursday inclusive and eight (8) hours on Friday. Such hours are to be worked between 7:00 a.m. and 6:00 p.m. Working hours outside the scope of these times may be changed only by mutual consent of the Employer and the Local Union.

4.02

- (a) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked prior to 7:00 o'clock in the morning or after 6:00 in the evening in any day notwithstanding that the employee has not already completed a full day's work.
- (b) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked on Saturday and two (2) times the employee's regular straight time hourly rate shall be paid for hours worked on a Sunday and holidays.

4.03 In the event an Employer fails to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, as liquidated damages, a sum equal to ten percent (10%) of the amount which the Employer has failed to pay on account of overtime.

4.04 Any employee working in the capacity of floor finisher who commences work before 12:00 Noon of any day shall only receive the overtime premium after the employee has completed eight (8) hours of work, notwithstanding the overtime provisions of this Agreement.

ARTICLE 5 - TRAVELLING, ROOM AND BOARD ALLOWANCE AND PARKING

5.01 No travelling expenses will be paid to employees who are normally employed within the National Capital Commission Greenbelt Area when the job is within the Greenbelt Area.

5.02 The following travelling expenses shall apply to employees who are normally employed within the National Capital Commission Greenbelt Area who are required to travel to a job outside the Greenbelt Area and to employees who are normally employed within the city limits of Cornwall who are required to travel to a job outside the city limits of Cornwall:

- (a) Where transportation is supplied by the Employer, the Employer shall pay employees at straight time for all time spent travelling to and from the job site, to a maximum of four (4) hours per day.
- (b) Employees who are required to use their own transportation will be paid \$0.61 per road kilometer to and from the job site.
- (c) The Employer will pay employees a daily allowance of \$70.00 per day to a maximum of \$325.00 per week, if the Employer requires an employee to be out

of town overnight; or the Employer will provide, at the Employer's own expense, suitable room and board accommodation for the employee.

5.03 When an employee is required to work at a project location where free parking is not available, the Employer shall pay the employee a parking reimbursement of \$12.00 per day.

ARTICLE 6 - INDUSTRY FUND

6.01

- (a) The Employers agree to contribute thirteen cents (\$0.10) per hour for each hour worked by all employees covered by this Agreement to the Industry Fund.
- (b) The Employers agree to contribute five cents (\$0.05) per hour for each hour worked by all employees covered by this Agreement towards an Industry Liaison Fund.

6.02

- (a) The Employers agree to remit the contribution required under Article 6.01 hereof to the Union not later than the fifteenth (15th) day of the month following the month for which the contribution is due.
- (b) It is agreed that Employers shall use the Welfare Contribution Form (or such other form as is specified by the Union or any one of the Local Unions to which Schedule "E" applies) for the calculation and remittance of the Industry Fund contribution.
- (c) The Union or its Administrator will provide monthly reports to the Association outlining the name of the Employer, the hours worked and the amount paid. In the event no such contributions are received, the Union shall forward a "Nil" report to the Association.

(d) The Union agrees to use its grievance procedures to collect Industry Fund contributions, where applicable, for work performed under this Schedule.

6.03 The Union agrees that these sums, which represent each Employer's contribution to the cost of negotiating and administering this Agreement, shall be forwarded to the Association on a monthly basis.

6.04 The Association agrees to notify the Union of any changes in the Industry Fund.

ARTICLE 7 - HARDSHIP CLAUSE

7.01 Where a particular clause, article or provision contained within this Agreement works a hardship on any party bound to this Agreement, those parties may meet and may by mutual consent amend, add or delete such clause, article or provision and such Agreement will form part of this Agreement commencing from the effective date thereof.

ARTICLE 8 – BEREAVEMENT LEAVE

8.01 An employee shall be granted three (3) days of bereavement leave with pay at the regular rate for eight (8) hours per day in the event of the death of an employee's father, step-father, current father-in-law, mother, step-mother, current mother-in-law, spouse, child, brother, sister or grandparent.

ARTICLE 9 — LOCAL UNION REFERRAL OF LABOUR

9.01 The Employer agrees to call the Local Union for its supply of labour. All employees shall present to the Employer a referral slip from the Union prior to commencing employment.

APPENDIX 5 TO SCHEDULE “E”

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 607 THUNDER BAY

ARTICLE 1 – HOURS OF WORK

1.01 The regular hours of work for all employees shall be forty (40) hours per week, eight (8) hours per day, Monday to Friday, inclusive, to be worked between the hours of 8:00 a.m. and 4:30 p.m. The above-mentioned starting and quitting times may be varied by mutual written consent of the Employer and the Union Business Manager.

ARTICLE 2 - PRE-JOB CONFERENCE

2.01 The Employer agrees that a pre-job conference may be called by both parties, on all projects and the parties agree to meet within ten (10) days of notice.

ARTICLE 3 - OVERTIME

3.01 All time worked prior or after the regular work day, as outlined in Article 2.01, shall be paid at the rate of time and one-half the regular rate of pay.

3.02 Where board and lodging are supplied by the Employer and a regular supper is designated, all employees not receiving board and lodging and requested to work overtime, shall be supplied with supper or a suitable lunch. In this case, the supper hour shall not be included in the overtime period. Employees requested to work more than two (2) hours' overtime, shall be provided with a lunch at the Employer's expense and sufficient time will be allowed to consume the meal with no loss of pay. Every two (2) hours thereafter, the employee shall be allowed a ten (10) minute coffee break.

3.03 No employees shall be compelled to work overtime, provided that one (1) or more employees in the work unit are available to work the overtime requested.

3.04 All time worked on Sundays and holidays, shall be paid at the rate of double time (2x) the regular rate.

ARTICLE 4 - SHOW UP TIME

4.01 Employees reporting for work and who are unable to start through no fault of their own, such as inclement weather, shortage of materials, lack of work, etc, shall receive two (2) hours pay plus commuting/travel allowance where applicable, unless the employee has otherwise been notified one (1) hour before starting time not to report for work.

4.02 Subcontracting

The Employer agrees to engage only contractors and/or sub-contractors who are in contractual relations with the Union.

ARTICLE 5 - VACATION AND HOLIDAY PAY

5.01 Vacation with pay credits shall be paid on the following basis: five percent (5%) of gross earnings for all employees covered by this Agreement.

All vacation pay shall be paid weekly with wages unless Local 607 establishes a Vacation and Holiday Pay Trust, in which case all vacation pay owing shall be remitted weekly with a completed remittance form to the aforesaid Trust Fund as directed by the Trustees.

5.02 Holiday with pay credits shall be paid on the following basis: five percent (5%) of gross earnings of all employees covered by this Agreement.

All holiday pay shall be paid weekly with wages unless Local 607 establishes a Vacation and Holiday Pay Trust Fund, in which case all holiday pay owing shall be remitted weekly with a completed remittance form to the aforesaid Trust Fund as directed by the Trustees.

ARTICLE 6 - FOREMAN

6.01 When a foreman is appointed by the Employer, the foreman shall receive the foreman's rate as set out in Article 8 of this Schedule.

ARTICLE 7 - TRANSPORTATION, ROOM AND BOARD

7.01

(a) **Commuting Allowance**

All employees who reside within forty (40) km of the project immediately prior to the start of the project are considered local residents and no commuting allowance is payable. Where commuting is necessary between the project and the place from which board and lodging is received by the employees, commuting allowance shall be paid for every road kilometer travelled beyond ten (10) road kilometers of the project. Suitable transportation will be supplied when necessary. Commuting allowance will be paid at \$0.60 per kilometer as of May 1, 2019.

(b) On work at a construction site beyond forty (40) road kilometers of the employee's residence, an employee who commutes daily from the employee's residence shall receive a commuting allowance of \$0.60 per kilometer, as of May 1, 2019, for all kilometers over forty (40) kilometers each way to and from the project and the employee's 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 the employee's residence and the project over forty (40) kilometers each way. Such time shall be computed at an average of eighty (80) kilometers per hour.

7.02 Travel Allowance

On work at a construction site, all employees receiving board and lodging shall receive travel allowance based on the distance between the employee's 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 the employee's 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, in which event no travel allowance will be payable. Travel allowance will be paid at \$0.60 per kilometer, as of May 1, 2019.

7.03 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 kilometers per hour. Travel time shall be paid once at the beginning of the job and once at the termination of the job or termination of the worker's employment.

7.04 Wrap Around

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

7.05 Lodging

On work at a construction site, all employees, except those who have resided within a distance of eighty (80) road kilometers of the project, immediately prior to the start of the project, shall receive suitable lodging acceptable to the Employer and the

employee without cost to the employee, on a seven (7) day basis for each day the employee is available for work at the construction project.

7.06 Board

On work at a construction site, all employees, except those who have resided within eighty (80) road kilometers of the project, immediately prior to the start of the project, shall receive suitable board, without cost to the employee. In areas where commercial eating establishments are available, the Employer shall pay employees an allowance of \$54.00 per day in lieu of board for each day the employee is available for work at the construction site.

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

7.08 Upon mutual agreement between the Employer and the Union, the above lodging and board allowances will be combined in a lump sum of \$150.00 per day as of May 1, 2019 for each day the employee is available for work.

ARTICLE 8 - CLASSIFICATIONS AND SCHEDULES OF WAGES

8.01 The following hourly rate shall be paid to members of Local 607. The Group Classifications are those established in Schedule "C". It is understood that employees may be paid wages by cheque, direct deposit or cash:

Local 607 CLASSIFICATIONS & WAGE RATES

Group I - Form Builder Setters (Carpenters)

| Effective Date | Hourly Rate | Vac Pay | Wlfr & Schol Fund | Pension | Train Fund | Tri Fund | De Novo | Promo Fund | Total Pkg. | W.D. Ded | OPDC Dues | Ind. Fund |
|----------------|-------------|---------|-------------------|---------|------------|----------|---------|------------|------------|----------|-----------|-----------|
| Last Rate | \$30.85 | \$3.08 | \$3.30 | \$7.10 | \$0.55 | \$0.10 | \$0.04 | \$0.20 | \$45.22 | \$0.94 | \$0.40 | \$0.18 |
| May 20/2022 | \$31.97 | \$3.19 | \$3.45 | \$7.15 | \$0.60 | \$0.10 | \$0.04 | \$0.20 | \$46.70 | \$0.94 | \$0.40 | \$0.30 |
| May 1/2023 | \$32.99 | \$3.30 | \$3.55 | \$7.35 | \$0.65 | \$0.10 | \$0.04 | \$0.20 | \$48.18 | \$0.94 | \$0.40 | \$0.40 |
| May 1/2024 | \$34.66 | \$3.47 | \$3.75 | \$7.75 | \$0.75 | \$0.10 | \$0.04 | \$0.20 | \$50.72 | \$0.94 | \$0.40 | \$0.50 |

Group II - Reinforced Concrete Workers, etc.

| Effective Date | Hourly Rate | Vac Pay | Wlfr & Schol Fund | Pens | Train Fund | Tri Fund | De Novo | Promo Fund | Total Pkg. | W.D. Ded | OPDC Dues | Ind. Fund |
|----------------|-------------|---------|-------------------|--------|------------|----------|---------|------------|------------|----------|-----------|-----------|
| Last Rate | \$28.35 | \$2.83 | \$3.30 | \$7.10 | \$0.55 | \$0.10 | \$0.04 | \$0.20 | \$42.47 | \$0.94 | \$0.40 | \$0.18 |
| May 20/2022 | \$29.42 | \$2.94 | \$3.45 | \$7.15 | \$0.65 | \$0.10 | \$0.04 | \$0.20 | \$43.95 | \$0.94 | \$0.40 | \$0.30 |
| May 1/2023 | \$30.45 | \$3.04 | \$3.55 | \$7.35 | \$0.70 | \$0.10 | \$0.04 | \$0.20 | \$45.43 | \$0.94 | \$0.40 | \$0.40 |
| May 1/2024 | \$32.12 | \$3.21 | \$3.75 | \$7.75 | \$0.80 | \$0.10 | \$0.04 | \$0.20 | \$47.97 | \$0.94 | \$0.40 | \$0.50 |

Group II - Reinforced Concrete Workers, etc.

| Effective Date | Hourly Rate | Vac Pay | Wlfr & Schol Fund | Pens | Train Fund | Tri Fund | De Novo | Promo Fund | Total Pkg. | W.D. Ded | OPDC Dues | Ind. Fund |
|----------------|-------------|---------|-------------------|--------|------------|----------|---------|------------|------------|----------|-----------|-----------|
| Last Rate | \$25.24 | \$2.52 | \$3.30 | \$7.10 | \$0.55 | \$0.10 | \$0.04 | \$0.20 | \$39.05 | \$0.94 | \$0.40 | \$0.18 |
| May 20/2022 | \$26.31 | 2..63 | \$3.45 | \$7.15 | \$0.65 | \$0.10 | \$0.04 | \$0.20 | \$40.53 | \$0.94 | \$0.40 | \$0.30 |
| May 1/2023 | \$27.34 | \$2.73 | \$3.55 | \$7.35 | \$0.70 | \$0.10 | \$0.04 | \$0.20 | \$42.01 | \$0.94 | \$0.40 | \$0.40 |
| May 1/2024 | \$29.01 | \$2.90 | \$3.75 | \$7.75 | \$0.80 | \$0.10 | \$0.04 | \$0.20 | \$44.55 | \$0.94 | \$0.40 | \$0.50 |

Group IV - Working Foreman shall be paid \$1.00 per hour more than the prevailing rate of the people they are supervising in that classification

| Effective Date | Hourly Rate | Vac Pay | Wlfr & Schol Fund | Pens | Train Fund | Tri Fund | De Novo | Promo Fund | Total Pkg. | W.D. Ded | OPDC Dues | Ind. Fund |
|----------------|-------------|---------|-------------------|--------|------------|----------|---------|------------|------------|----------|-----------|-----------|
| Last Rate | | | \$3.30 | \$7.10 | \$0.55 | \$0.10 | \$0.04 | \$0.20 | \$0.00 | \$0.94 | \$0.40 | \$0.18 |
| May 1/2019 | | | \$3.45 | \$7.15 | \$0.65 | \$0.10 | \$0.04 | \$0.20 | \$0.00 | \$0.94 | \$0.40 | \$0.30 |
| May 1/2020 | | | \$3.55 | \$7.35 | \$0.70 | \$0.10 | \$0.04 | \$0.20 | \$0.00 | \$0.94 | \$0.40 | \$0.40 |
| May 1/2021 | | | \$3.75 | \$7.75 | \$0.80 | \$0.10 | \$0.04 | \$0.20 | \$0.00 | \$0.94 | \$0.40 | \$0.50 |

Group V - Layout Man

| Effective Date | Hourly Rate | Vac Pay | Wlfr & Schol Fund | Pens | Train Fund | Tri Fund | De Novo | Promo Fund | Total Pkg. | W.D. Ded | OPDC Dues | Ind. Fund |
|----------------|-------------|---------|-------------------|--------|------------|----------|---------|------------|------------|----------|-----------|-----------|
| Last Rate | \$31.04 | \$2.98 | \$3.30 | \$7.10 | \$0.55 | \$0.10 | \$0.04 | \$0.20 | \$45.43 | \$0.94 | \$0.40 | \$0.18 |
| May 20/2022 | \$32.11 | \$3.21 | \$3.45 | \$7.15 | \$0.65 | \$0.10 | \$0.04 | \$0.20 | \$46.91 | \$0.94 | \$0.40 | \$0.30 |
| May 1/2023 | \$33.14 | \$3.31 | \$3.55 | \$7.35 | \$0.70 | \$0.10 | \$0.04 | \$0.20 | \$48.39 | \$0.94 | \$0.40 | \$0.40 |
| May 1/2024 | \$34.81 | \$3.48 | \$3.75 | \$7.75 | \$0.80 | \$0.10 | \$0.04 | \$0.20 | \$50.93 | \$0.94 | \$0.40 | \$0.50 |

Five cents (\$0.05) of the above ten cents (\$0.10) Tri-Fund are to be directed to the Local 607 Tri-Fund.

Four cents (\$0.04) for De Novo and twenty cents (\$0.20) for promotional Fund to be directed to Local 607

ARTICLE 9 - APPRENTICE PROGRAM

Wage rates and condition of employment for the apprentices shall be those dictated by the Local 607 Local Apprenticeship Committee.

ARTICLE 10 - SPECIAL PROVISIONS

10.01 Employees who are instructed by their foreman or supervisor to work on the following, shall receive premium pay as herein provided, in addition to their wage rates:

- (a) Assisting in the erecting or building or dismantling of scaffolds and towers or like structures over fifty (50) feet in height – fifty cents (\$0.50) per hour.
- (b) Working from staging, bosun chairs or scaffolds over fifty (50) feet in height – fifty cents (\$0.50) per hour.

10.02 Five (5) minutes shall be allowed before the close of each shift or working day for the purposes of picking up and returning tools to the work sheds.

10.03 Where safety hats, safety goggles, rain suits, rubber boots, or other special wearing apparel other than safety boots are required, they shall be supplied for use of the employees without cost.

10.04 Business Representatives and Union Stewards

The Business Manager and/or Business Representative of the Local Union shall have access to all jobs of the Employer during working hours, but in no case shall the Manager's and/or Representative's visits interfere with the progress of work. When visiting a job, he/she will first report to the company superintendent or to his/her supervisory personnel of the Employer in charge of the job.

10.05 No discrimination shall be shown against any Union Steward for carrying out the Steward's duties, but in no case shall the Steward's duties interfere with the progress of

work. It is agreed that Union Stewards may be appointed on each job of the Employer by a Business Manager of the Local Union. A Union Steward shall be one of the last two (2) employees retained on the job by the Employer provided the Steward is competent and capable of performing the remaining work on the job. Where there are two or more Stewards on a job, each Union Steward shall be one of the last two (2) employees retained on the portion of the job or operation for which the Steward was appointed and working provided the Steward is competent and capable of performing the remaining work on that portion of the job. The Union Steward on each job will be responsible for reporting any disputes to the Employer and the Local Union Representative so that these can be taken up in the proper manner without delay.

The Union Steward shall not be excluded from a gang for overtime work provided the Steward is willing and capable of performing the available work.

10.06 Union Safety Representative

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 under Article 17, nor shall it unreasonably interfere with the employee's work. Such representative shall be allowed the necessary time to perform the Representative's duties relating to job safety, and wherever possible, time for these duties shall be scheduled in cooperation with the Employer, and the Employer shall not unreasonably refuse such necessary time. The Safety Representative will be one of the last three (3) workers retained by the Employer, provided the Representative is competent and capable of performing the remaining work on the job. On projects with less than six (6) union employees, the Job Steward may serve as the Union Safety Representative.

ARTICLE 11 - LAYOFF NOTICE

11.01 The employees to be laid-off will be given at least one-half (½) hour notice of layoff. Should the Employer fail to give the employee one-half (½) hour notice, the employee shall receive an additional one-half (½) hour's pay.

ARTICLE 12 - CHECK-OFF

12.01 The Employer will deduct such Local Union initiation fees, monthly dues and working dues assessment as are specified by the Local Union. The Employer agrees to remit such monies deducted with the corresponding names and hours worked to the Secretary-Treasurer of the Local Union before the fifteenth (15th) day of the month following the month in which the monies were deducted.

ARTICLE 13 - WELFARE

13.01 The Employer agrees to contribute the amount of monies for welfare benefits specified in Article 8 of this Schedule to the Labourers' Multi-Local Welfare Trust Fund of Ontario at Global Benefits, 88 St. Regis Crescent South, Toronto, ON, M3J 1Y8 for each hour worked by the employees of the Employer covered by this Agreement.

ARTICLE 14 - TRI-FUND

14.01 The Tri-Fund shall be known as LIUNA, Canadian Tri-Fund. The Employer shall pay the amount specified in Article 8 - Classification and Schedule of Wages per hour for each hour worked by each employee covered by the Agreement into the Tri-Funds. \$0.10 of such contribution is to be forwarded to the Local 607 Tri-Fund.

ARTICLE 15 - PENSION

15.01 The Employer agrees to contribute to the Labourers' Pension Fund of Central and Eastern Canada, the amount specified in Article 8 - Classifications and Schedule of

Wages for each hour worked by the employees of the Employer covered by this Agreement.

Such contributions shall be made payable to and mailed to the Labourers' Pension Fund of Central and Eastern Canada on or before the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report 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.

ARTICLE 16 – INDUSTRY FUND

16.01

- (a) Effective May 20, 2022, the Employers agree to contribute thirty cents (\$0.30) per hour for each hour worked by all employees covered by this Agreement to the Industry Fund. The Employers further agree to pay effective May 1, 2023, forty cents (\$0.40) for each hour worked by all employees covered by this Agreement to the Industry Fund, and effective May 1, 2024, fifty cents (\$0.50) for each hour worked by all employees covered by this Agreement to the Industry Fund.
- (b) The Employers agree to contribute five cents (\$0.05) per hour for each hour worked by all employees covered by this Agreement towards an Industry Liaison Fund.

16.02

- (a) The Employers agree to remit the contribution required under Article 16.01 hereof to the Union not later than the fifteenth (15th) day of the month following the month for which the contribution is due.

- (b) It is agreed that Employers shall use the Welfare Contribution Form (or such other form as is specified by the Union or any one of the Local Unions to which Schedule "E" applies) for the calculation and remittance of the Industry Fund contribution.
- (c) The Union or its Administrator will provide monthly reports to the Association outlining the name of the Employer, the hours worked and the amount paid. In the event no such contributions are received, the Union shall forward a "Nil" report to the Association.
- (d) The Union agrees to use its grievance procedures to collect Industry Fund contributions, where applicable, for work performed under this Schedule.

16.03 The Union agrees that these sums, which represent each Employer's contribution to the cost of negotiating and administering this Agreement, shall be forwarded to the Association on a monthly basis.

16.04 The Association agrees to notify the Union of any changes in the Industry Fund.

ARTICLE 17 - TRAINING FUND

17.01 The Training Fund shall be known as Construction and Allied Workers Local Union 607 Training and Education Fund - 730 Balmoral Street, Thunder Bay, P7C 5V3. The Employer shall pay the amount specified in Article 8 - Classification and Schedule of Wages per hour worked by each employee covered by the Agreement into the Training Fund.

17.02 These monies shall be remitted in accordance with this Agreement on the fifteenth (15th) day of the month following the month such hours are worked, and shall be remitted directly to the Construction and Allied Workers Local Union 607 Training and Education Fund.

ARTICLE 18 - DENOVO FUND

18.01 The Employer agrees to contribute \$0.04 cents per hour towards a Local 607 Rehabilitation Fund to assist member seeking treatment for alcohol and drug addictions.

ARTICLE 19 – INDIGENOUS CONTENT COMMITMENT

19.01 The Employer and the Union agree to discuss and cooperate to encourage opportunities for local and indigenous employment under the terms and conditions of this collective agreement.

ARTICLE 20 — INTERPRETATION OF AGREEMENT

20.01 Where there is a conflict between this Schedule and any other provision of the Agreement, then the provisions of this Schedule shall apply.

ARTICLE 21 – HARDSHIP CLAUSE

21.01 In the event that an Employer obtains work within the territorial jurisdiction of the Local Union other than the Local Union from where the Employer's base of operations is located, the Employer may transfer the initial core group of up to five (5) employees and a further maximum of twenty-five percent (25%) of the total crew from the Local Union where the Employer's base of operations is located. The maximum number of workers allowed to be transferred may only be increased following agreement between the Local Union and the Company.

21.02 Where a particular clause, article or provision contained within this Agreement works a hardship on any party bound to this Agreement, those parties may meet and may by mutual consent amend, add or delete such clause, article or provision and such Agreement will form part of this Agreement commencing from the effective date thereof.

APPENDIX 6 TO SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 625 – WINDSOR

The following Articles apply to members of Local 625 when any of the Employers:

- (a) perform work within the territorial jurisdiction of Local 625; and
- (b) hire members of Local 625.

ARTICLE 1 - CROSSOVER CLAUSE

1.01 Should the Employer perform any work falling within the following listed collective agreements, then the Employer shall perform such work in accordance with the applicable collective agreement:

- (a) "**The Heavy Construction Association of Windsor Collective Agreement**" and Labourers' International Union of North America, Local 625.
- (b) "**The Roads Agreement**" being a Collective Agreement between Del-Ko Paving & Construction Co., Coco Paving Inc., TCG Asphalt & Construction Inc. and Dufferin Construction Co., divisions of Holcim (Canada) Inc., Capital Paving Inc. and Labourers' International Union of North America, Local 1059.
- (c) "**The Sewer and Watermain Agreement**" being a Collective Agreement between the Sewer and Watermain, Curb, Gutter and Sidewalk Contractors Section of the London and District Construction Association and Labourers' International Union of North America, Local 1059.
- (d) "**The Utilities Agreement**" being a Collective Agreement between the Utility Contractors' Association of Ontario and Labourers' International Union of North America, Ontario Provincial District Council and its affiliated Local Unions.

(e) **"The Demolition Agreement"** being a Collective Agreement between the Ontario Association of Demolition Contractors Inc. and Labourers' International Union of North America, Ontario Provincial district Council, and its affiliated Local Unions as far as it applies to the geographic jurisdiction of Local 625.

ARTICLE 2 - HIRING OF EMPLOYEES

2.01 The Employer agrees to call the Local Union for its supply of men. All employees shall present to the Employer a referral slip from the Union prior to commencing employment.

2.02 It is understood that if the Local Union is unable to provide qualified and competent workmen (employees) within twenty-four (24) hours, the Employer is free to hire such labour as is available, but hiring date, name and address is to be given to the Union by phone before hiring, and as a condition of employment shall become a member in good standing in the Union within thirty (30) days which shall not be withheld by the Union.

2.03 In recognition of the Employer's need for competent and capable employees, the Union agrees that the Employer has the right to call the Union office and request any unemployed Union member. The Union will comply with this request if the member is available. Therefore, the Union recognizes the Employer's right to recall their regular employees after a layoff. The Union also agrees that it shall issue referral slips to these employees hired by the Employer. Such persons must obtain a referral slip from the Union prior to commencing employment and the Union agrees to provide the employer before the new employee starts to work copies of all safety/training certificates for such person if the Employer requests.

2.04 The Union agrees that the discharge of a probationary employee referred to in Article 15.01 Group "A" will not be grieved unless the employee was discharged for

exercising the employee's rights under this Agreement, the *Labour Relations Act*, the *Employment Standards Act 1974*, or the *Occupational Health and Safety Act 1978*.

2.05 An employee shall be deemed to be laid off if an R.O.E. is issued, the employee is off work continuously for more than five continuous working days or seven (7) calendar days. Vacation periods and layoffs between December 20th and January 15th shall be excluded. An employee shall be required to obtain a referral slip from the Union before returning to work.

ARTICLE 3 - COFFEE AND LUNCH BREAKS

3.01 Coffee or work breaks will be recognized on all projects during working hours. There will be one (1) break in the first half and another in the second half of each shift. The time of these breaks will be determined by the project superintendent or job foreman, and not more than fifteen (15) minutes duration.

3.02 It is understood that no employee shall be required to work more than five (5) consecutive hours without a lunch break except during special times such as concrete pours. It is understood that the Employer has the right to determine when employees shall take their lunch break subject to Article 3.04.

For Employers who implement a punch system for the work day, it is understood that employees are not required to punch out during their scheduled lunch break. For employees who choose not to punch out for their scheduled lunch break, the employer will deduct the lunch break from their total hours (punch clock hours) accumulated during the week. If the employee works during the employee's lunch break, Article 3.04 applies.

3.03 Employees will be given a ten (10) minute work break with pay at 5:00 p.m. should they be required to work after 6:00 p.m. At no time shall the employee work past 6:00 p.m. without receiving this ten (10) minute break.

3.04 Any employee required to work more than five (5) hours after the employee commences work without a lunch break, shall be paid all time spent at work and will be given the employee's half (½) hour lunch break with pay, no later than seven (7) hours after commencing work.

ARTICLE 4 - CONTRACTING OUT

4.01 The Employer agrees not to subcontract or contract work falling within the scope of this Agreement to Employers other than to those who are bound to this Collective Agreement or the Collective Agreements in Article 1.01, with exception of cement finishing for single floor residential projects (when the Union cannot supply competent/qualified cement finishers), rodwork and contracting of layout with total station are excluded from this Article. 4.02. The Employer agrees to subcontract or purchase precast concrete products from manufacturers or employers in contractual relations with the Union conditional on pricing. The Employer agrees to contact the Union should it have any difficulty complying with this clause. The Employer agrees that the installation or precast products is covered by this Agreement.

4.03 The Employer agrees that all concrete pumping will be performed by employers bound to this agreement if available and competitive, the Union agrees to provide a list of signatory companies.

4.04 The Employer agrees to subcontract the waterproofing to Employers who are in contractual relations with the Union on ICI and high-rise residential.

ARTICLE 5 - REPORTING ALLOWANCE

5.01 An employee, who reports for work at the Employer's jobsite, assembly point or yard, unless directed not to report by the employee's Employer, and for whom no work is available for any reason, shall receive a minimum of one (1) hour reporting pay and shall remain for one (1) hour at the site if requested to do so by the foreman. In the event the employee commences work and such work ceases for any reason, then the employee

shall be paid a minimum of one (1) hour at the employee's normal hourly rate. However, in the event that an employee reports for work and is unable to work due to inclement weather, the employee shall not be required to work and shall be paid one (1) hour reporting time. However, in such circumstances it is understood that the employee will remain on the project if requested by the foreman and it is agreed that common sense shall prevail.

5.02 An employee, who reports for work at the Employer's jobsite which is outside the forty (40) km free travel zone as spelled out in Article 10 unless directed not to report by the employee's Employer, and for whom no work is available for any reason shall receive a minimum of two (2) hours reporting pay and shall remain for two (2) hours at the site if requested to do so by the foreman. In the event the employee commences work and such work ceases for any reason, then the employee shall be paid a minimum of two (2) hours at the employee's normal hourly rate. However, in the event that an employee reports for work and is unable to work due to inclement weather, the employee shall not be required to work due to inclement weather, the employee shall not be required to work and shall be paid two (2) hours reporting time. However, in such circumstances it is understood that the employee will remain on the project if requested by the foreman and it is agreed that common sense shall prevail.

5.03 Article 5.02 DOES NOT apply to anyone who resides within the twenty-five (25) km free travel zone, in Article 9; such employee shall come under the one (1) hour show up clause.

5.04 Employees who leave the assembly point and due to inclement weather or poor road conditions are unable to report to the jobsite shall in addition to Article 5.01 be paid the mileage allowance as set out in Article 9. The applicable mileage shall be based on the actual zone where the employees travelled to.

ARTICLE 6 - STATUTORY HOLIDAYS

6.01 The following days are recognized by the Employer as statutory holidays for employees:

| | | |
|----------------|-------------|------------------|
| New Year's Day | Good Friday | Victoria Day |
| Dominion Day | Labour Day | Thanksgiving Day |
| Christmas Day | Boxing Day | Family Day |
| Civic Holiday | | |

Any other holiday proclaimed by the Provincial government is to be a paid statutory holiday. If any of the above holidays fall on a Saturday or Sunday, such holidays shall be observed on the day or days immediately preceding or following the weekend.

If any of the above holidays fall on Tuesday, Wednesday, or Thursday the Employer will notify the Union if they intend to observe such holidays on the Monday or Friday of that week.

ARTICLE 7- PRE-JOB CONFERENCE

7.01 Where the Employer is to perform work covered by this Agreement, on a project within the territorial jurisdiction of Labourers' International Union of North America, Local 625, a representative of the Union may request a pre-job conference, prior to commencing such work, in order to discuss among other things, the employment of persons at the project.

ARTICLE 8 - IRREGULAR START TIMES

8.01

(a) Employees who commence work between 6:00 a.m. and 11:59 a.m. Monday to Friday, shall be paid in accordance with Article 16.

- (b) Employees who commence work between 12:00 noon and 5:59 p.m. Monday to Friday, shall be paid regular rates of pay plus \$0.50 per hour.
- (c) Employees who commence work between 6:00 p.m. and 6:00 a.m. Monday to Friday, shall be paid regular rates of pay plus \$0.75 per hour.

All hours worked before 12:01 a.m. Monday morning and after 11:59 p.m. Friday night, shall be paid in accordance with Article 15.

- (d) A new employee hired in conformity with Article 2 shall be paid the same irregular starting times premiums as the crew the employee is dispatched to work on for that day.

ARTICLE 9 - TRAVEL, ROOM AND BOARD

9.01 Work Zones

(a) Zone A

Essex County.

(b) Zone B

Forty (40) km to sixty (60) km from Windsor City Hall.

(c) Zone C

Sixty (60) km to one hundred and twenty (120) km from Windsor City Hall.

(d) Zone D

One hundred and twenty (120) km and one hundred and fifty (150) km from Windsor City Hall.

(e) Zone E

One hundred and fifty (150) km from Windsor City Hall.

9.02 Notwithstanding Article 14.04 mileage shall be capped for each zone set above as follows. The Employer agrees to pay mileage on the following basis:

- (a) **Zone A** No Mileage paid.
- (b) **Zone B** Effective May 1, 2022 \$20.00
- (c) **Zone C** Effective May 1, 2022 \$35.00
- (d) **Zone D** Effective May 1, 2022 \$50.00
- (e) **Zone E** Effective May 1, 2022 \$60.00

The Board allowance for Zone E (considered lodging) shall be paid for all daily trips to projects East of Highway 401 and Wellington Rd..

9.03 It is agreed between the Parties hereto that work outside Zone A, there shall be a twenty-five (25) kilometer project free zone radius, and any employee residing in this twenty-five (25) kilometer project free Zone will report to work as required at no cost to the Employer.

9.04 Where an employee who is normally employed by the Employer in the Windsor area is required to work out of Windsor and is unable to return home each night, the employee shall choose between suitable lodging by the Employer or effective May 1, 2022 be paid at the rate of \$150.00 per day, worked or reported for, in lieu of suitable room and board.

The centre of the radius as set out in this article may be amended from "Windsor City Hall" to "(Employer's yard)" if such yard is located outside Zone A, but within the geographic area of the Collective Agreement. There can be only one free travel zone centre point for a specific Employer during the terms of the Collective Agreement.

ARTICLE 10 - SWING STAGE

10.01 Employees required to perform work off a swing stage, boswain chair or performing work while suspended (excluding fixed scaffolds), shall be paid an additional \$1.20 per hour above the regularly-paid hourly rate.

An employee required to climb tower cranes in the erection, dismantling or maintenance of same, will be paid an additional \$1.50 per hour above the regularly-paid hourly rate.

No premium will be paid for heights less than twenty (20) feet above ground level.

ARTICLE 11 – WELFARE, “FUNDS” (ADMINISTRATIVE FUNDS, ORGANIZING FUNDS & TRAINING FUNDS) AND PENSION CONTRIBUTIONS, UNION DUES REMITTANCES

11.01 The Employer agrees to contribute for each hour worked by the employees covered by this Agreement to the LIUNA Local 625 Benefit Trust Fund, the Labourers' Pension Fund of Central and Eastern Canada, Local 625 Training Trust Fund, the Tri-Fund or its designated alternatives, the amounts set out in Article 15.

11.02 The Employer agrees to contribute “FUNDS” (Administrative Fund, Organizing Fund & Training Fund) for each hour worked by the employees covered by this Agreement to the Secretary-Treasurer of Local 625 as set out in Article 15.

11.03 The Employer agrees to deduct the amounts set out in Article 15 for OPDC working dues for each hour worked by the employees covered by this Agreement, payable to L.I.U.N.A. Ontario Provincial District Council.

11.04 Any Provincial or Federal taxes required to be paid by the Employer on contributions for pension, welfare and training, are not included in the specified amounts as set out in this Collective Agreement.

11.05 Where a Board of Arbitration rules that an employer has failed to make contributions or remittances as set out in this Article in the amount and within the set time, without reasonable excuse, a Board of Arbitration in addition to its authority under the *Labour Relations Act* shall have and exercise the power to award legal costs, and the costs of the arbitration against such an Employer for arbitrations arising from the Employer's non-compliance of the above-mentioned articles.

11.06 Local 625, within thirty (30) days' written notice, may amend the amount of contributions for pension, welfare or training, but any such adjustment shall not affect the total wage package.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.01 Regular Hours

The regular hours of work for employees engaged in work covered by this Agreement shall consist of not more than forty-seven (47) hours per week, Monday to Saturday excluding lunch periods and travelling time to and from the job.

Overtime

All employees who perform in excess of forty-seven (47) hours of work between Monday and Saturday, shall be paid at the rate of one and one half (1 ½) the applicable wage rate.

Sundays and Statutory Holidays

All work performed on Sundays and Statutory Holidays shall be paid at the rate of double the employee's regular hourly rate.

12.02 Any employee working in the capacity of floor finisher who commences work before 12:00 Noon of any day shall only receive the overtime premium after the

employee has completed eight (8) hours of work, notwithstanding the overtime provisions of this Agreement.

ARTICLE 13- VACATION AND STATUTORY HOLIDAY PAY

13.01 An employee working under the Provincial Formwork Local 625 Wage Schedule shall receive a vacation and holiday pay allowance of eight percent (8%) of the employee's earnings on the basis of four percent (4%) being allocated to vacation pay and four percent (4%) being allocated in lieu of payment for those holidays listed in Article 6 hereof.

Vacation and Statutory Holiday Pay allowances will be paid weekly.

It is understood that two (2) weeks' vacation may be taken, exclusive of Statutory Holidays, unless other arrangements are made between the Employer and the employee.

An employee may request that such vacation time be taken together and not split into smaller time periods. The Employer shall comply with an employee's request for vacation time with a reasonable period of notice.

It is further understood that the employee's vacation period shall be mutually agreed to by the Employer and the employee.

Additional statutory holidays in accordance with Article 6.01 shall not increase the overall payment in this Article above eight percent (8%).

ARTICLE 14- MILEAGE

14.01 For employees providing their own transportation to sites within the Travel Free Zone the Employers will compensate the employee for additional trips to other sites subsequent to the first site of the day at the rate of eleven (\$11.00) dollars per trip.

It is agreed between the parties hereto that for work outside Zone A there shall be a twenty-five (25) km project free travel zone radius from such work and any employee residing in this twenty-five (25) km project free zone will report to work as required at no cost to the Employer. For all km more than the twenty-five (25) km zone the Employer shall pay mileage as set out in Article 14.04 from the employee's residence to and from such project.

14.02 In all cases the Employer when supplying transportation such transportation must be deemed suitable for passengers by the Ministry of Transportation and all equipment and all materials shall be secured and be kept separate from employees.

Should the Employer not provide transportation in conformity with this clause, then the employee has the option of providing the employee's own transportation and be paid in accordance with Article 14.04 below.

14.03 An employee required to drive an Employer's vehicle primarily to transport other employees from the Employer's designated assembly point or yard to and from jobsites outside Zone A shall be paid the applicable mileage both ways. An employee allowed to drive the vehicle for any other purpose is excluded from this requirement.

14.04 For employees providing their own transportation to sites within Board Area 1, but outside the travel free zone, the employers will compensate the employee at the rate for \$0.45 per km.

ARTICLE 15 - CLASSIFICATIONS/WAGE SCHEDULE

15.01 The following classifications and wage schedules shall apply to all employees engaged on concrete forming and finishing construction on all Highrise, Institutional, Electrical Power Sector Projects and Residential Projects five (5) floors and higher.

15.02 Highrise, Institutional, Electrical Power Sector Projects and Residential Projects five (5) floors and higher- Group A and B wage schedules to mirror Local 625

Residential Low Rise Group A and B wage schedules. Group C wage schedule to mirror Local 1059 Highrise Group C wage schedule and Group D wage schedule to mirror Local 1059 Group E wage schedule.

15.03 Residential under floors (5) floors, Commercial, Industrial and Agricultural Projects of the Construction Industry.

Group A — Watchmen, Truck Driver, Boom Truck Helper *Note Group A employees are not to work on any concrete forming, pouring or stripping crew.

Group B — Stone Slinger Operator *Note Group B employees are not to work on any concrete forming, pouring or stripping crew.

Group C — Rodmen, Form Helpers, Form Builders, Form Setters, Carpenters, Skilled Labourers, Crane Signalmen/Swamper, Cement Finishers, Concrete Workers, Boom Truck Operators (all capacities), Pump Truck Operators.

Group D — Working Foreperson

PROVINCIAL FORMWORK — Institutional, Electrical Power Sector Projects and Residential Projects five (5) floors or higher.

| HIGHRISE - GROUP A - Watchmen, Truck Driver, Boom Truck Helper | | | | | | | | | | |
|--|-------------|----------|-----------------|------------|------|-------|----------|------------|-----------|-----------|
| Effective Date | Hourly Rate | Vac. Pay | Welfare Benefit | Legal Fund | Pen | Funds | Tri-Fund | Total Pkg. | OPDC Dues | Ind. Fund |
| 05/20/22 | 20.85 | 1.67 | 2.75 | 0.05 | 5.00 | 1.80 | 0.05 | 32.17 | 0.40 | 0.07 |
| 11/01/22 | 21.55 | 1.72 | 3.05 | 0.05 | 5.00 | 2.00 | 0.05 | 33.42 | 0.40 | 0.07 |
| 05/01/23 | 22.80 | 1.82 | 3.05 | 0.05 | 5.00 | 2.00 | 0.05 | 34.77 | 0.40 | 0.07 |
| 11/01/23 | 23.45 | 1.88 | 3.35 | 0.05 | 5.00 | 2.34 | 0.05 | 36.12 | 0.40 | 0.07 |
| 05/01/24 | 23.86 | 1.91 | 3.55 | 0.05 | 5.70 | 2.40 | 0.05 | 37.52 | 0.40 | 0.07 |
| 11/01/24 | 23.86 | 1.91 | 3.65 | 0.05 | 7.00 | 2.40 | 0.05 | 38.92 | 0.40 | 0.07 |

***NOTE: Group A employees are not to work on any concrete forming, pouring or stripping crew**

| HIGHRISE - GROUP B - Stone Slinger Operator | | | | | | | | | | |
|---|-------------|----------|-----------------|------------|------|-------|----------|------------|-----------|-----------|
| Effective Date | Hourly Rate | Vac. Pay | Welfare Benefit | Legal Fund | Pen | Funds | Tri-Fund | Total Pkg. | OPDC Dues | Ind. Fund |
| 05/20/22 | 26.35 | 2.10 | 2.75 | 0.05 | 5.00 | 1.80 | 0.05 | 38.10 | 0.40 | 0.07 |
| 11/01/22 | 27.05 | 2.15 | 3.05 | 0.05 | 5.00 | 2.00 | 0.05 | 39.35 | 0.40 | 0.07 |
| 05/01/23 | 28.30 | 2.25 | 3.05 | 0.05 | 5.00 | 2.00 | 0.05 | 40.70 | 0.40 | 0.07 |
| 11/01/23 | 28.95 | 2.31 | 3.35 | 0.05 | 5.00 | 2.34 | 0.05 | 42.05 | 0.40 | 0.07 |
| 05/01/24 | 29.36 | 2.34 | 3.55 | 0.05 | 5.70 | 2.40 | 0.05 | 43.45 | 0.40 | 0.07 |
| 11/01/24 | 29.36 | 2.34 | 3.65 | 0.05 | 7.00 | 2.40 | 0.05 | 44.85 | 0.40 | 0.07 |

***NOTE: Group B employees are not to work on any concrete forming, pouring or stripping crew**

HIGHRISE - GROUP C - Rodmen, Form Helpers, Form Builders, Form Setters, Carpenters, Skilled Labourers, Crane Signalmen/Swamper, Cement Finishers, Concrete Workers, Boom Truck Operators (all capacities), Pump Truck Operators

| Effective Date | Hourly Rate | Vac. Pay | Welfare Benefit | Legal Fund | Pen | Funds | Tri-Fund | Total Pkg. | OPDC Dues | Ind. Fund |
|----------------|-------------|----------|-----------------|------------|------|-------|----------|------------|-----------|-----------|
| 05/20/22 | 36.46 | 2.92 | 3.05 | 0.05 | 5.00 | 2.00 | 0.05 | 49.53 | 0.40 | 0.07 |
| 05/01/23 | 37.72 | 3.02 | 3.35 | 0.05 | 5.00 | 2.34 | 0.05 | 51.53 | 0.40 | 0.07 |
| 05/01/24 | 38.55 | 3.08 | 3.65 | 0.05 | 7.00 | 2.40 | 0.05 | 54.78 | 0.40 | 0.07 |

HIGHRISE GROUP D - Working Foreperson

| Effective Date | Hourly Rate | Vac. Pay | Welfare Benefit | Legal Fund | Pen | Funds | Tri-Fund | Total Pkg. | OPDC Dues | Ind. Fund |
|----------------|-------------|----------|-----------------|------------|------|-------|----------|------------|-----------|-----------|
| 05/20/22 | 38.46 | 3.08 | 3.05 | 0.05 | 5.00 | 2.00 | 0.05 | 51.69 | 0.40 | 0.07 |
| 05/01/23 | 39.72 | 3.18 | 3.35 | 0.05 | 5.00 | 2.34 | 0.05 | 53.69 | 0.40 | 0.07 |
| 05/01/24 | 40.55 | 3.24 | 3.65 | 0.05 | 7.00 | 2.40 | 0.05 | 56.94 | 0.40 | 0.07 |

PROVINCIAL FORMWORK – The following classifications and wage rates shall apply to all for Residential – under five (5) floors, Commercial, Industrial and Agricultural Projects of the construction industry.

| LOW RISE - GROUP A - Watchmen, Truck Driver, Boom Truck Helper | | | | | | | | | | |
|---|--------------------|-----------------|------------------------|-------------------|------------|--------------|-----------------|-------------------|------------------|------------------|
| Effective Date | Hourly Rate | Vac. Pay | Welfare Benefit | Legal Fund | Pen | Funds | Tri-Fund | Total Pkg. | OPDC Dues | Ind. Fund |
| 05/20/22 | 20.85 | 1.67 | 2.75 | 0.05 | 5.00 | 1.80 | 0.05 | 32.17 | 0.40 | 0.07 |
| 11/01/22 | 21.55 | 1.72 | 3.05 | 0.05 | 5.00 | 2.00 | 0.05 | 33.42 | 0.40 | 0.07 |
| 05/01/23 | 22.80 | 1.82 | 3.05 | 0.05 | 5.00 | 2.00 | 0.05 | 34.77 | 0.40 | 0.07 |
| 11/01/23 | 23.45 | 1.88 | 3.35 | 0.05 | 5.00 | 2.34 | 0.05 | 36.12 | 0.40 | 0.07 |
| 05/01/24 | 23.86 | 1.91 | 3.55 | 0.05 | 5.70 | 2.40 | 0.05 | 37.52 | 0.40 | 0.07 |
| 11/01/24 | 23.86 | 1.91 | 3.65 | 0.05 | 7.00 | 2.40 | 0.05 | 38.92 | 0.40 | 0.07 |

***NOTE: Group A employees are not to work on any concrete forming, pouring or stripping crew**

| LOW RISE - GROUP B - Stone Slinger Operator | | | | | | | | | | |
|--|--------------------|-----------------|------------------------|-------------------|------------|--------------|-----------------|-------------------|------------------|------------------|
| Effective Date | Hourly Rate | Vac. Pay | Welfare Benefit | Legal Fund | Pen | Funds | Tri-Fund | Total Pkg. | OPDC Dues | Ind. Fund |
| 05/20/22 | 26.35 | 2.10 | 2.75 | 0.05 | 5.00 | 1.80 | 0.05 | 38.10 | 0.40 | 0.07 |
| 11/01/22 | 27.05 | 2.15 | 3.05 | 0.05 | 5.00 | 2.00 | 0.05 | 39.35 | 0.40 | 0.07 |
| 05/01/23 | 28.30 | 2.25 | 3.05 | 0.05 | 5.00 | 2.00 | 0.05 | 40.70 | 0.40 | 0.07 |
| 11/01/23 | 28.95 | 2.31 | 3.35 | 0.05 | 5.00 | 2.34 | 0.05 | 42.05 | 0.40 | 0.07 |
| 05/01/24 | 29.36 | 2.34 | 3.55 | 0.05 | 5.70 | 2.40 | 0.05 | 43.45 | 0.40 | 0.07 |
| 11/01/24 | 29.36 | 2.34 | 3.65 | 0.05 | 7.00 | 2.40 | 0.05 | 44.85 | 0.40 | 0.07 |

***NOTE: Group B employees are not to work on any concrete forming, pouring or stripping crew**

LOW RISE - GROUP C - Rodmen, Form Helpers, Form Builders, Form Setters, Carpenters, Skilled

| Labourers, Crane Signalmen/Swamper, Cement Finishers, Concrete Workers, Boom Truck Operators (all capacities), Pump Truck Operators | | | | | | | | | | |
|---|-------------|----------|-----------------|------------|------|-------|----------|------------|-----------|-----------|
| Effective Date | Hourly Rate | Vac. Pay | Welfare Benefit | Legal Fund | Pen | Funds | Tri-Fund | Total Pkg. | OPDC Dues | Ind. Fund |
| 05/20/22 | 29.40 | 2.35 | 2.75 | 0.05 | 5.00 | 1.80 | 0.05 | 41.40 | 0.40 | 0.07 |
| 11/01/22 | 30.10 | 2.40 | 3.05 | 0.05 | 5.00 | 2.00 | 0.05 | 42.65 | 0.40 | 0.07 |
| 05/01/23 | 31.35 | 2.50 | 3.05 | 0.05 | 5.00 | 2.00 | 0.05 | 44.00 | 0.40 | 0.07 |
| 11/01/23 | 32.00 | 2.56 | 3.35 | 0.05 | 5.00 | 2.34 | 0.05 | 45.35 | 0.40 | 0.07 |
| 05/01/24 | 32.41 | 2.59 | 3.55 | 0.05 | 5.70 | 2.40 | 0.05 | 46.75 | 0.40 | 0.07 |
| 11/01/24 | 32.41 | 2.59 | 3.65 | 0.05 | 7.00 | 2.40 | 0.05 | 48.15 | 0.40 | 0.07 |

| LOW RISE GROUP D - Working Foreperson | | | | | | | | | | |
|---------------------------------------|-------------|----------|-----------------|------------|------|-------|----------|------------|-----------|-----------|
| Effective Date | Hourly Rate | Vac. Pay | Welfare Benefit | Legal Fund | Pen | Funds | Tri-Fund | Total Pkg. | OPDC Dues | Ind. Fund |
| 05/20/22 | 34.48 | 2.76 | 2.75 | 0.05 | 5.00 | 1.80 | 0.05 | 46.89 | 0.40 | 0.07 |
| 11/01/22 | 35.18 | 2.81 | 3.05 | 0.05 | 5.00 | 2.00 | 0.05 | 48.14 | 0.40 | 0.07 |
| 05/01/23 | 36.43 | 2.91 | 3.05 | 0.05 | 5.00 | 2.00 | 0.05 | 49.49 | 0.40 | 0.07 |
| 11/01/23 | 37.08 | 2.97 | 3.35 | 0.05 | 5.00 | 2.34 | 0.05 | 50.84 | 0.40 | 0.07 |
| 05/01/24 | 37.49 | 3.00 | 3.55 | 0.05 | 5.70 | 2.40 | 0.05 | 52.24 | 0.40 | 0.07 |
| 11/01/24 | 37.49 | 3.00 | 3.65 | 0.05 | 7.00 | 2.40 | 0.05 | 53.64 | 0.40 | 0.07 |

NB: Every project or jobsite shall have a Forming Foreperson / Crew Leader responsible for the workers at such location. Persons covered by the Collective Agreement other than a Foreperson/Crew Leader shall not be responsible in any way for other workers other than as required by statute.

NB: "Under five (5) floors is defined as a maximum of four (4) floors above installed with cast-in-place concrete foundations and floors. Installation of foundations supporting buildings with more than four (4) floors constructed by other methods than cast-in-place concrete (ie precast, wood, etc) will be performed with Low Rise rates"

ARTICLE 16 - UNION STEWARD

16.01 If the Employer has no Steward employed at the time of a rehiring or hiring of new employees, a Steward previously employed by the Employer and laid off shall be one (1) of the first three (3) persons hired under Classifications A, B and C, if competent to perform the available work. Foremen, truck drivers and layout persons rehired are not considered as part of the three (3) persons referred to above.

16.02 Notwithstanding Master Portion Article 8, Local 625 can appoint a minimum of one chief steward for the employer. The Union may also appoint a job steward for any project employing a minimum of ten (10) members and lasting at least thirty (30) calendar days. The Union agrees there will not be more than one job steward per project. A chief steward shall be appointed by the Local Union where the employer's home base is located.

ARTICLE 17- MULTIPLE RATES

17.01 Employees temporarily transferred to a lower classification of work (for one [1] week's duration or less), will not have their hourly rate reduced.

17.02 If an employee works more than fifty percent (50%) of each week on a higher rate job than the employee's regular classification, the employee will be paid the higher rate for that period of time that the employee worked in the higher classification. Employees temporarily transferred to a lower classification of work (for one (1) week's duration or less), will not have their hourly rate reduced.

ARTICLE 18 - INDUSTRY FUND

18.01 Each and every forming company bound to this Collective Agreement performing work under this Schedule shall contribute towards the Industry Fund as set out in Article 34 of the Master Portion of this Agreement.

18.02 Employers performing work under this Appendix, unless they are members of the Essex Kent Formwork Employers Association, must pay Industry Fund contributions as set out in Article 34- Industry Fund in the Master Portion of this Agreement.

18.03 Employers that are members of the Essex Kent Formwork Employers Association shall pay \$0.10 per hour worked by employees covered by this Collective Agreement. Such amounts shall be remitted to Local 625 in the same manner and time as "FUNDS". Local 625 will provide such amounts to the association referred to above with accompanying documentation.

ARTICLE 19 - APPRENTICE PROGRAMS

19.01 The Apprentice Program including any plan and amendments thereto agreed to by the High Rise/ICI and Low Rise Concrete Forming, Formsetter/Cement Finisher/Layout Person/Local Apprenticeship Committee shall be incorporated in their entirety into and form part of this Agreement, as if an original part thereto.

ARTICLE 20 - INDUSTRY GRADING AND RETRAINING

20.01 Regular employees shall be required to obtain the following certificates within six (6) months from the date of employment:

- Standard First Aid
- Workers Health and Safety Awareness
- Propane Handling, Storage and Use
- Cranes, Hoisting and Rigging

- Working at Heights
- Confined Space

This requirement is contingent on the availability of the classes being provided by the Labourers' International Union of North America, Local 625 Training Trust Fund.

ARTICLE 21 – SAFETY

21.01 The Association and the Union agree to discuss new language to ensure each and every Employee receives the necessary training to ensure the employee's safety while at the work place. The Parties will meet to develop such language at the call of either party.

21.02 Association and the Union agree safety is an important issue and in this respect may agree to develop language dealing with employees who have been suspended from work as a result of a progressive disciplinary system for failing to abide by the *Occupational Health and Safety Act* and the Employer's health and safety policy. The Parties will meet to discuss such language at the call of either party.

21.03 The Association and the Union agree to meet and discuss language that will address the Employer's concerns regarding the loss of safety harnesses.

21.04 Except with prior permission, which shall not unreasonably be denied, no personal electronic device (smart phone, mobile, phone, etc.) shall be used on the job during working hours. Job stewards will be allowed use of such devices as part of their duties.

APPENDIX 7 TO SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 837 – HAMILTON

The following Articles apply to members of Local 837 when any of the Employers:

- (a) perform work within the territorial jurisdiction of Local 837; and
- (b) hire members of Local 837.

ARTICLE 1 - WAGES AND CLASSIFICATIONS

1.01 The following hourly rates shall be paid to members of Local 837. The Group Classifications are those established in Schedule "C". It is understood that employees may be paid wages by cheque, direct deposit or cash:

1.02 Employees required to perform work off a swing stage, bosun chair or performing work while suspended (excluding fixed scaffolds), shall be paid an additional three dollars (\$3.00) per hour above the regularly paid hourly rate. An employee required to climb tower cranes in the erection, dismantling or maintenance of same, will be paid an additional three dollars (\$3.00) per hour above the regularly-paid hourly rate. No premium will be paid for heights less than twenty (20) feet above ground level.

(a) **Group 1 - Form Building Setters (Carpenters)**

| Effective Date | Wage | Vac. Pay | Training Fund | Health & Welfare (8% PST) | Legal Fund | School Fund | Pension | Occup. Health Fund | Total Package | Work Dues | OPDC | Industry Fund (HST) |
|----------------|-------|----------|---------------|---------------------------|------------|-------------|---------|--------------------|---------------|-----------|------|---------------------|
| 01-May-21 | | | | | | | | | 55.46 | | | 0.18 |
| 20-May-22 | 40.45 | 4.04 | 0.45 | 2.80 | 0.20 | 0.15 | 9.57 | 0.05 | 57.71 | 3% | 0.40 | 0.30 |
| 01-May-23 | 41.86 | 4.18 | 0.50 | 2.95 | 0.20 | 0.15 | 10.07 | 0.05 | 59.96 | 3% | 0.40 | 0.40 |
| 01-May-24 | 43.67 | 4.37 | 0.55 | 3.10 | 0.20 | 0.15 | 10.87 | 0.05 | 62.96 | 3% | 0.40 | 0.50 |

(b) Group 2 - Reinforced Concrete Workers, etc.

| Effective Date | Wage | Vac. Pay | Training Fund | Health & Welfare (8% PST) | Legal Fund | School Fund | Pension | Occup. Health Fund | Total Package | Work Dues | OPDC | Industry Fund (HST) |
|----------------|-------|----------|---------------|---------------------------|------------|-------------|---------|--------------------|---------------|-----------|------|---------------------|
| 01-May-21 | | | | | | | | | 53.43 | | | 0.18 |
| 20-May-22 | 38.60 | 3.86 | 0.45 | 2.80 | 0.20 | 0.15 | 9.57 | 0.05 | 55.68 | 3% | 0.40 | 0.30 |
| 01-May-23 | 40.01 | 4.00 | 0.50 | 2.95 | 0.20 | 0.15 | 10.07 | 0.05 | 57.93 | 3% | 0.40 | 0.40 |
| 01-May-24 | 41.83 | 4.18 | 0.55 | 3.10 | 0.20 | 0.15 | 10.87 | 0.05 | 60.93 | 3% | 0.40 | 0.50 |

(c) Group 3 - Form Helpers (Labourers)

| Effective Date | Wage | Vac. Pay | Training Fund | Health & Welfare (8% PST) | Legal Fund | School Fund | Pension | Occup. Health Fund | Total Package | Work Dues | OPDC | Industry Fund (HST) |
|----------------|-------|----------|---------------|---------------------------|------------|-------------|---------|--------------------|---------------|-----------|------|---------------------|
| 01-May-21 | | | | | | | | | 51.39 | | | 0.18 |
| 20-May-22 | 36.75 | 3.67 | 0.45 | 2.80 | 0.20 | 0.15 | 9.57 | 0.05 | 53.64 | 3% | 0.40 | 0.30 |
| 01-May-23 | 38.16 | 3.81 | 0.50 | 2.95 | 0.20 | 0.15 | 10.07 | 0.05 | 55.89 | 3% | 0.40 | 0.40 |
| 01-May-24 | 39.97 | 4.00 | 0.55 | 3.10 | 0.20 | 0.15 | 10.87 | 0.05 | 58.89 | 3% | 0.40 | 0.50 |

(d) Group 4 - Working Foremen

Minimum of rate of \$3.00 per hour more than the prevailing rate of the people the Foreman is supervising in that classification.

(e) Group 5 - Layout Men

| Effective Date | Wage | Vac. Pay | Training Fund | Health & Welfare (8% PST) | Legal Fund | School Fund | Pension | Occup. Health Fund | Total Package | Work Dues | OPDC | Industry Fund (HST) |
|----------------|-------|----------|---------------|---------------------------|------------|-------------|---------|--------------------|---------------|-----------|------|---------------------|
| 01-May-21 | | | | | | | | | 57.40 | | | 0.18 |
| 20-May-22 | 42.21 | 4.22 | 0.45 | 2.80 | 0.20 | 0.15 | 9.57 | 0.05 | 59.65 | 3% | 0.40 | 0.30 |
| 01-May-23 | 43.62 | 4.36 | 0.50 | 2.95 | 0.20 | 0.15 | 10.07 | 0.05 | 61.90 | 3% | 0.40 | 0.40 |
| 01-May-24 | 45.44 | 4.54 | 0.55 | 3.10 | 0.20 | 0.15 | 10.87 | 0.05 | 64.90 | 3% | 0.40 | 0.50 |

1.02 Unskilled Labour

| Effective Date | Wage | Vac. Pay | Training Fund | Health & Welfare (8% PST) | Legal Fund | School Fund | Pension | Occup. Health Fund | Total Package | Work Dues | OPDC | Industry Fund (HST) |
|----------------|-------|----------|---------------|---------------------------|------------|-------------|---------|--------------------|---------------|-----------|------|---------------------|
| 01-May-21 | | | | | | | | | 49.12 | | | 0.18 |
| 20-May-22 | 34.68 | 3.47 | 0.45 | 2.80 | 0.20 | 0.15 | 9.57 | 0.05 | 51.37 | 3% | 0.40 | 0.30 |
| 01-May-23 | 36.09 | 3.61 | 0.50 | 2.95 | 0.20 | 0.15 | 10.07 | 0.05 | 53.62 | 3% | 0.40 | 0.40 |
| 01-May-24 | 37.91 | 3.79 | 0.55 | 3.10 | 0.20 | 0.15 | 10.87 | 0.05 | 56.62 | 3% | 0.40 | 0.50 |

****NOTE:**

Working Dues Employee Deduction – 3% per Gross Wage
 OPDC Dues Employee Deduction –\$0.40

***Swamper shall be paid \$0.50 above the Group 3 Form Helpers rate**

LiUNA Local 837

OLRB Board Areas 26 & 5 plus that portion of Halton West of Hwy #25

LOW RISE FORMING SCHEDULE

Effective from May 20, 2022 to April 30, 2025

FOREMAN – CONCRETE PUMP TRUCK OPERATOR

Employee Dedn.

| Effective Date | Wage | Vac.Pay | Pension | Health & Welfare (8% PST) | Training Fund | Total Package | Work Dues | OPDC | Industry Fund (HST) |
|----------------|-------|---------|---------|---------------------------|---------------|----------------------|-----------|------|---------------------|
| 01 MAY 2021 | | | | | | 48.81 | | | 0.18 |
| 20 MAY 2022 | 37.28 | 3.73 | 7.80 | 2.80 | 0.20 | 51.81 | 3% | 0.40 | 0.30 |
| 01 MAY 2023 | 39.19 | 3.92 | 8.30 | 3.10 | 0.30 | 54.81 | 3% | 0.40 | 0.40 |
| 01 MAY 2024 | 40.83 | 4.08 | 9.00 | 3.50 | 0.40 | 57.81 | 3% | 0.40 | 0.50 |

CARPENTERS

Employee Dedn.

| Effective Date | Wage | Vac.Pay | Pension | Health & Welfare (8% PST) | Training Fund | Total Package | Work Dues | OPDC | Industry Fund (HST) |
|----------------|-------|---------|---------|---------------------------|---------------|----------------------|-----------|------|---------------------|
| 01 MAY 2021 | | | | | | 46.31 | | | 0.18 |
| 01 MAY 2022 | 35.01 | 3.50 | 7.80 | 2.80 | 0.20 | 49.31 | 3% | 0.40 | 0.30 |
| 01 MAY 2023 | 36.01 | 3.60 | 8.30 | 3.10 | 0.30 | 51.31 | 3% | 0.40 | 0.40 |
| 01 MAY 2024 | 36.74 | 3.67 | 9.00 | 3.50 | 0.40 | 53.31 | 3% | 0.40 | 0.50 |

LABOURERS *

| | | | | | | | | Employee Dedn. | |
|----------------|-------|---------|---------|---------------------------|---------------|----------------------|-----------|----------------|---------------------|
| Effective Date | Wage | Vac.Pay | Pension | Health & Welfare (8% PST) | Training Fund | Total Package | Work Dues | OPDC | Industry Fund (HST) |
| 01 MAY 2021 | | | | | | 42.51 | | | 0.18 |
| 20 MAY 2022 | 31.56 | 3.15 | 7.80 | 2.80 | 0.20 | 45.51 | 3% | 0.40 | 0.30 |
| 01 MAY 2023 | 32.56 | 3.25 | 8.30 | 3.10 | 0.30 | 47.51 | 3% | 0.40 | 0.40 |
| 01 MAY 2024 | 33.28 | 3.33 | 9.00 | 3.50 | 0.40 | 49.51 | 3% | 0.40 | 0.50 |

***CLARITY NOTE: For clarity, the above-noted Labourers' classification includes Stone Slinger Operators**

ARTICLE 2 - VACATION PAY

2.01 Vacation Pay shall be paid to all employees at the rate of ten percent (10%) of gross earnings, which vacation pay shall be paid directly to the employees on July 1st and December 1st of each year or upon termination of an employee's employment with an Employer, as the case may be.

ARTICLE 3 - WELFARE PLAN AND PENSION PLAN

3.01 The Employer shall pay on behalf of each of the Employer's employees into the L.I.U.N.A., Local 837 Welfare Fund the following amounts:

(a) High-Rise Forming

Effective May 20, 2022, the sum of \$3.20 (including \$2.80 for Welfare Fund, plus \$0.20 for Legal Fund, plus \$0.15 Education Fund, plus \$0.05 for Health Fund) per hour for each hour worked by each employee;

Effective May 1, 2023, the sum of \$3.35 (including \$2.95 for Welfare Fund, plus \$0.20 for Legal Fund, plus \$0.15 Education Fund, plus \$0.05 for Health Fund) per hour for each hour worked by each employee;

Effective May 1, 2024, the sum of \$3.50 (including \$3.10 for Welfare Fund, plus \$0.20 for Legal Fund, plus \$0.15 Education Fund, plus \$0.05 for Health Fund) per hour for each hour worked by each employee;

(b) Low-Rise Forming

Effective May 20, 2022, the sum of \$2.80 (including \$2.80 for Welfare Fund) per hour for each hour worked by each employee;

Effective May 1, 2023, the sum of \$3.10 (including \$3.10 for Welfare Fund) per hour for each hour worked by each employee;

Effective May 1, 2024, the sum of \$3.50 (including \$3.50 for Welfare Fund) per hour for each hour worked by each employee;

3.02 The Employer shall pay on behalf of each of the Employer's employees into the Labourers' Pension Fund of Central and Eastern Canada:

(a) High-Rise Forming

Effective May 20, 2022, the sum of \$9.57 per hour for each hour worked by each employee;

Effective May 1, 2023, the sum of \$10.07 per hour for each hour worked by each employee; and

Effective May 1, 2024 the sum of \$10.87 per hour for each hour worked by each employee.

(b) Low-Rise Forming

Effective May 20, 2022, the sum of \$7.80 per hour for each hour worked by each employee;

Effective May 1, 2023, the sum of \$8.30 per hour for each hour worked by each employee; and

Effective May 1, 2024 the sum of \$9.00 per hour for each hour worked by each employee.

3.03 The Employer shall pay on behalf of each of the Employer's employees \$0.05 per hour for each hour worked by each employee into the LIUNA Canadian Tri-Fund.

ARTICLE 4 - WORKING DUES

4.01 The Employer agrees to deduct from the employees' wages, working dues in the amount of three percent (3%) of gross wages for each employee, and to remit the said working dues to Local 837 not later than the fifteenth (15th) day of the month following the month for which the deduction is made.

The Employer shall use the Welfare Contribution Form for the remittance of the said three percent (3%) of gross wages and shall note thereon the employees' names, social insurance numbers and number of hours worked.

ARTICLE 5 - TRAVELLING AND ROOM AND BOARD ALLOWANCES

5.01 The following is defined as the Metropolitan Area for the purpose of this Agreement:

The area bounded by a line from the south shore of Lake Ontario in a southerly direction on No. 50 Side road (west of Winona) to No. 20 Highway, along No. 53 Highway to No. 52 Highway, northerly on No. 52

Highway to No. 5 Highway, easterly on No. 5 to the Burlington-Oakville town line, and southerly on the said town line to Lake Ontario.

5.02 When an employee is required to work beyond the Metropolitan Area as defined in 5.01 above, they shall receive a traveling allowance at the rate of sixty cents (\$0.60) per kilometer each way. The number of kilometers in question will be based on the job distance from the boundaries to the job site.

5.03 Transportation and Transfer of Employees

The Employer when requiring an employee to travel to a job beyond the area to which this Appendix applies shall:

- (a) Pay such employee the wage rates set forth in Article 1 of this Appendix; and
- (b) Provide allowance for room and board for any employee required to remain out of the area overnight or for more than one (1) night. This allowance shall be \$40.00 per night to a maximum of \$200.00 per work week.

ARTICLE 6 - TRAINING FUND

6.01 Effective May 20, 2022, the Employer shall pay on behalf of each of the Employer's employees into the Labourers' Local 837 Training Trust Fund the sum of \$0.20 per hour for each hour worked by each employee. Effective May 1, 2023, the Employer shall pay on behalf of each of the Employer's employees into the Labourers' Local 837 Training Trust Fund the sum of \$0.30 per hour for each hour worked by each employee and effective May 1, 2024, the Employer shall pay on behalf of each of the Employer's employees into the Labourers' Local 837 Training Trust Fund the sum of \$0.40 per hour for each hour worked by each employee.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.01 The hours of work of employees shall be nine (9) hours per day, forty-four (44) hours per week Monday to Friday inclusive, and shall be worked between the hours of 7:00 a.m. and 7:00 p.m. Working hours outside the scope of these times may be changed only by mutual consent of the Employer and the Union.

7.02 All work performed in excess of nine (9) hours per day shall be paid for at one and one-half (1½) times the employee's regular hourly rate.

7.03

(a) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked prior to 7:00 o'clock in the morning or after 7:00 o'clock in the evening in any day, notwithstanding that the employee has not already completed a full day's work.

(b) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked on a Sunday and on holidays save and except for shift work.

7.04 In the event an Employer fails to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, as liquidated damages, a sum equal to ten percent (10%) of the amount which the Employer has failed to pay on account of overtime.

7.05 Any employee working in the capacity of floor finisher who commences work before 12:00 Noon of any day shall only receive the overtime premium after the employee has completed eight (8) hours of work, notwithstanding the overtime provisions of this Agreement.

ARTICLE 8 - OCCUPATIONAL HEALTH CLINIC

8.01 The Employer shall pay on behalf of each of the Employer's employees the sum of \$0.05 per hour for each hour worked by each employee into the L.I.U.N.A., Local 837 Occupational Health Clinic Trust Fund.

ARTICLE 9 - INDUSTRY FUND

9.01

- (a) Effective May 20, 2022, the Employers agree to contribute thirty cents (\$0.30) per hour for each hour worked by all employees covered by this Agreement to the Industry Fund. The Employers further agree to pay effective May 1, 2023, forty cents (\$0.40) for each hour worked by all employees covered by this Agreement to the Industry Fund, and effective May 1, 2024, fifty cents (\$0.50) for each hour worked by all employees covered by this Agreement to the Industry Fund.
- (b) The Employers agree to contribute five cents (\$0.05) per hour for each hour worked by all employees covered by this Agreement towards an Industry Liaison Fund.

9.02

- (a) The Employers agree to remit the contribution required under Article 9.01 hereof to the Union not later than the fifteenth (15th) day of the month following the month for which the contribution is due.
- (b) It is agreed that Employers shall use the Welfare Contribution Form (or such other form as is specified by the Union or any one of the Local Unions to which Schedule "E" applies) for the calculation and remittance of the Industry Fund contribution.

- (c) The Union or its Administrator will provide monthly reports to the Association outlining the name of the Employer, the hours worked and the amount paid. In the event no such contributions are received, the Union shall forward a "Nil" report to the Association.
- (d) The Union agrees to use its grievance procedures to collect Industry Fund contributions, where applicable, for work performed under this Schedule.

9.03 The Union agrees that these sums, which represent each Employer's contribution to the cost of negotiating and administering this Agreement, shall be forwarded to the Association on a monthly basis.

9.04 The Association agrees to notify the Union of any changes in the Industry Fund.

ARTICLE 10 - HARDSHIP CLAUSE

10.01 Where a particular clause, article or provision contained within this Agreement works a hardship on any party bound to this Agreement, those parties may meet and may by mutual consent, amend, add or delete such clause, article or provision and such Agreement will form part of this Agreement commencing from the effective date thereof.

ARTICLE 11 – OCCUPATIONAL HEALTH AND SAFETY ACT

11.01 Each employee shall be required to carry with him/her in the workplace proof of training/certification in WHMIS and Working at Heights, as required by the *Occupational Health and Safety Act*.

ARTICLE 12 — NOTICE TO LOCAL UNION

12.01 Any Employer that performs work within the Territorial Jurisdiction of Local 837 must notify the Local Union and a Pre-job conference as set out in Article 30.01 of the Master Portion of this Collective Agreement must be called.

12.02 It is agreed that a failure by the Employer to provide notice as and when required under Article 30.01 of the Master Portion of this Collective Agreement shall constitute a violation of this Collective Agreement, and shall require the Employer to pay to the Local Union a specific penalty of one thousand dollars (\$1,000.00) per day for each day the violation occurs.

APPENDIX 8 TO SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 837 – WEST

**OLRB Geographic Area 6, namely, the Regional Municipality of Waterloo and
OLRB Geographic Area 4, namely, the Counties of Brant and Norfolk**

The following Articles apply to members of Local 837 when any of the Employers:

- (a) perform work within the territorial jurisdiction of Local 837 West; and
- (b) hire members of Local 837.

ARTICLE 1 - WAGES AND CLASSIFICATIONS

1.01 The following rates shall be paid to members of Local 837 West. The Group Classifications are those established in Schedule "C". It is understood that employees may be paid wages by cheque, direct deposit or cash.

1.02 Employees required to perform work off a swing stage, bosun chair or performing work while suspended (excluding fixed scaffolds), shall be paid an additional three dollars (\$3.00) per hour above the regularly paid hourly rate. An employee required to climb tower cranes in the erection, dismantling or maintenance of same, will be paid an additional three dollars (\$3.00) per hour above the regularly-paid hourly rate. No premium will be paid for heights less than twenty (20) feet above ground level.

LIUNA LOCAL 837 (West)

OLRB Areas 4 and 6, the Regional Municipalities of Waterloo and Brant County FORMWORK WAGE AND BENEFIT SCHEDULE

GROUP 1 - FORM BUILDING-SETTERS (CARPENTERS)

| Effective Date | Wage | Vac Pay | Training Fund | Health & Welfare (8% PST) | Pension | Total Package | Work Dues | OPDC | Industry Fund (HST) |
|----------------|-------|---------|---------------|---------------------------|---------|---------------|-----------|------|---------------------|
| 01-May-21 | | | | | | 50.50 | | | 0.18 |
| 20-May-22 | 37.39 | 3.74 | 0.40 | 3.35 | 7.62 | 52.50 | 3% | 0.40 | 0.30 |
| 01-May-23 | 38.66 | 3.87 | 0.45 | 3.40 | 8.12 | 54.50 | 3% | 0.40 | 0.40 |
| 01-May-24 | 40.64 | 4.06 | 0.55 | 3.50 | 9.00 | 57.75 | 3% | 0.40 | 0.50 |

GROUP 2 - CONCRETE WORKERS/RODMEN (REINFORCING STEEL) SWAMPER - CEMENT FINISHER

| Effective Date | Wage | Vac Pay | Training Fund | Health & Welfare (8% PST) | Pension | Total Package | Work Dues | OPDC | Industry Fund (HST) |
|----------------|-------|---------|---------------|---------------------------|---------|---------------|-----------|------|---------------------|
| 01-May-21 | | | | | | 48.86 | | | 0.18 |
| 20-May-22 | 35.90 | 3.59 | 0.40 | 3.35 | 7.62 | 50.86 | 3% | 0.40 | 0.30 |
| 01-May-23 | 37.17 | 3.72 | 0.45 | 3.40 | 8.12 | 52.86 | 3% | 0.40 | 0.40 |
| 01-May-24 | 38.92 | 3.89 | 0.55 | 3.50 | 9.00 | 55.86 | 3% | 0.40 | 0.50 |

GROUP 3 - FORM HELPERS (LABOURERS)

| Effective Date | Wage | Vac Pay | Training Fund | Health & Welfare (8% PST) | Pension | Total Package | Work Dues | OPDC | Industry Fund (HST) |
|----------------|-------|---------|---------------|---------------------------|---------|---------------|-----------|------|---------------------|
| 01-May-21 | | | | | | 47.76 | | | 0.18 |
| 20-May-22 | 34.90 | 3.49 | 0.40 | 3.35 | 7.62 | 49.76 | 3% | 0.40 | 0.30 |
| 01-May-23 | 36.17 | 3.62 | 0.45 | 3.40 | 8.12 | 51.76 | 3% | 0.40 | 0.40 |
| 01-May-24 | 37.92 | 3.79 | 0.55 | 3.50 | 9.00 | 54.76 | 3% | 0.40 | 0.50 |

GROUP 4 - WORKING FORMAN

Working Foreman shall be paid at the minimum rate of \$3.00 per hour more than the prevailing rate of the people the Foreman is supervising in the classification.

GROUP 5 - LAYOUT MEN

| Effective Date | Wage | Vac Pay | Training Fund | Health & Welfare (8% PST) | Pension | Total Package | Work Dues | OPDC | Industry Fund (HST) |
|----------------|-------|---------|---------------|---------------------------|---------|----------------------|-----------|------|---------------------|
| 01-May-21 | | | | | | 50.77 | | | 0.18 |
| 20-May-22 | 37.64 | 3.76 | 0.40 | 3.35 | 7.62 | 52.77 | 3% | 0.40 | 0.30 |
| 01-May-23 | 38.91 | 3.89 | 0.45 | 3.40 | 8.12 | 54.77 | 3% | 0.40 | 0.40 |
| 01-May-24 | 40.66 | 4.06 | 0.55 | 3.50 | 9.00 | 57.77 | 3% | 0.40 | 0.50 |

***CLARITY NOTE: For clarity, the above-noted Group 3 – Form Setter Helper (Labourers) classification includes Stone Slinger Operators.**

**** NOTE:**

AND

Working Dues Employee Deduction - 3% per Gross Wage
OPDC Dues Employee Deduction - \$0.40

LIUNA LOCAL 837 (West)

OLRB Areas 4 and 6, the Regional Municipalities of Waterloo and Brant County LOW RISE FORMING WAGE AND BENEFIT SCHEDULE

GROUP I - FORM SETTER/BUILDER, CEMENT FINISHER, BOOM TRUCK OPERATOR (ALL CAPACITIES)

| | | | | | | | Employee Dedn. | | |
|----------------|-------|---------|---------|---------------------------|---------------|---------------|----------------|------|---------------------|
| Effective Date | Wage | Vac.Pay | Pension | Health & Welfare (8% PST) | Training Fund | Total Package | Work Dues | OPDC | Industry Fund (HST) |
| 01 MAY 2021 | | | | | | 44.92 | | | 0.18 |
| 20 MAY 2022 | 34.18 | 3.42 | 6.92 | 3.20 | 0.20 | 47.92 | 3% | 0.40 | 0.30 |
| 01 MAY 2023 | 35.36 | 3.54 | 7.42 | 3.30 | 0.30 | 49.92 | 3% | 0.40 | 0.40 |
| 01 MAY 2024 | 36.38 | 3.64 | 8.00 | 3.50 | 0.40 | 51.92 | 3% | 0.40 | 0.50 |

GROUP II - CONCRETE WORKERS/RODMEN (REINFORCING STEEL CRANE SIGNAL PERSON-SWAMPER, TRUCK DRIVER)

| | | | | | | | Employee Dedn. | | |
|----------------|-------|---------|---------|---------------------------|---------------|---------------|----------------|------|---------------------|
| Effective Date | Wage | Vac.Pay | Pension | Health & Welfare (8% PST) | Training Fund | Total Package | Work Dues | OPDC | Industry Fund (HST) |
| 01 MAY 2021 | | | | | | 43.77 | | | 0.18 |
| 20 MAY 2022 | 33.14 | 3.31 | 6.92 | 3.20 | 0.20 | 46.77 | 3% | 0.40 | 0.30 |
| 01 MAY 2023 | 34.32 | 3.43 | 7.42 | 3.30 | 0.30 | 48.77 | 3% | 0.40 | 0.40 |
| 01 MAY 2024 | 35.34 | 3.53 | 8.00 | 3.50 | 0.40 | 50.77 | 3% | 0.40 | 0.50 |

GROUP III - FORM SETTER HELPER (LABOURERS)

Employee Dedn.

| Effective Date | Wage | Vac. Pay | Pension | Health & Welfare (8% PST) | Training Fund | Total Package | Work Dues | OPDC | Industry Fund (HST) |
|----------------|-------|----------|---------|---------------------------|---------------|---------------|-----------|------|---------------------|
| 01 MAY 2021 | | | | | | 42.67 | | | 0.18 |
| 20 MAY 2022 | 32.14 | 3.21 | 6.92 | 3.20 | 0.20 | 45.67 | 3% | 0.40 | 0.30 |
| 01 MAY 2023 | 33.32 | 3.33 | 7.42 | 3.30 | 0.30 | 47.67 | 3% | 0.40 | 0.40 |
| 01 MAY 2024 | 34.34 | 3.43 | 8.00 | 3.50 | 0.40 | 49.67 | 3% | 0.40 | 0.50 |

***CLARITY NOTE:** For clarity, the above-noted Group III - Form Setter Helper (Labourers) classification includes Stone Slinger Operators.

GROUP IV - WORKING FOREMAN / CONCRETE PUMP TRUCK OPERATOR

Shall be paid a premium effective May 20, 2022 of three dollars (\$3.00) per hour more than the prevailing rate of the people they are supervising. And effective May 1, 2023, the premium of four dollars (\$4.00) per hour more than the prevailing rate of the people they are supervising.

GROUP V - LAYOUT MEN

Employee Dedn.

| Effective Date | Wage | Vac. Pay | Pension | Health & Welfare (8% PST) | Training Fund | Total Package | Work Dues | OPDC | Industry Fund (HST) |
|----------------|-------|----------|---------|---------------------------|---------------|---------------|-----------|------|---------------------|
| 01 MAY 2021 | | | | | | 45.18 | | | 0.18 |
| 20MAY 2022 | 34.42 | 3.44 | 6.92 | 3.20 | 0.20 | 48.18 | 3% | 0.40 | 0.30 |
| 01 MAY 2023 | 35.60 | 3.56 | 7.42 | 3.30 | 0.30 | 50.18 | 3% | 0.40 | 0.40 |
| 01 MAY 2024 | 36.62 | 3.66 | 8.00 | 3.50 | 0.40 | 52.18 | 3% | 0.40 | 0.50 |

| GROUP VI – NEW HIRE (UNSKILLED LABOURER – 60 DAYS MAXIMUM) | | | | | | | Employee Dedn. | | |
|--|-------|----------|---------|---------------------------|---------------|---------------|----------------|------|---------------------|
| Effective Date | Wage | Vac. Pay | Pension | Health & Welfare (8% PST) | Training Fund | Total Package | Work Dues | OPDC | Industry Fund (HST) |
| 01 MAY 2021 | | | | | | 37.17 | | | 0.18 |
| 20 MAY 2022 | 27.14 | 2.71 | 6.92 | 3.20 | 0.20 | 40.17 | 3% | 0.40 | 0.30 |
| 01 MAY 2023 | 28.32 | 2.83 | 7.42 | 3.30 | 0.30 | 42.17 | 3% | 0.40 | 0.40 |
| 01 MAY 2024 | 29.34 | 2.93 | 8.00 | 3.50 | 0.40 | 44.17 | 3% | 0.40 | 0.50 |

**** *NOTE:***

AND Working Dues Employee Deduction - 3% per Gross Wage
OPDC Dues Employee Deduction - \$0.40

ARTICLE 2 – VACATION/STATUTORY HOLIDAY PAY

2.01 Vacation pay shall be paid to all employees at the rate of ten percent (10%) of gross earnings, it being understood that six percent (6%) shall be designated as vacation pay and four percent (4%) in lieu of recognized holiday pay. Vacation pay and statutory holiday pay shall be paid directly to the employees on a weekly basis.

ARTICLE 3 – WELFARE PLAN AND PENSION PLAN

3.01 The Employer shall pay on behalf of each of the Employer's employees into the Labourers' Multi-Local Welfare Trust Fund of Ontario or the Local 837 Health and Welfare Trust Plan as designated by Local 837 on the following basis:

(a) High-Rise Forming

Effective May 20, 2022, \$3.35 for each hour worked;

Effective May 1, 2023, \$3.40 for each hour worked; and

Effective May 1, 20212024, \$3.50 for each hour worked;

(b) Low-Rise Forming

Effective May 20, 2022, \$3.20 for each hour worked;
Effective May 1, 2023, \$3.30 for each hour worked; and
Effective May 1, 2024, \$3.50 for each hour worked;

3.02 The Employer shall pay on behalf of each of the Employer's employees into the Labourers' Pension Fund of Central and Eastern Canada on the following basis:

(a) High-Rise Forming

Effective May 20, 2022, \$7.62 for each hour worked;
Effective May 1, 2023, \$8.12 for each hour worked; and
Effective May 1, 2024, \$9.00 for each hour worked;

(b) Low-Rise Forming

Effective May 20, 2022, \$6.92 for each hour worked;
Effective May 1, 2023, \$7.42 for each hour worked; and
Effective May 1, 2024, \$8.00 for each hour worked;

3.03 Effective May 1, 2016, the Employer agrees to deduct \$0.40 per hour for working dues for each hour worked by the employees covered by this Agreement and payable to L.I.U.N.A. Ontario Provincial District Council.

3.04 The above working dues shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada. The Employer shall, when remitting such dues, submit a list of names, social insurance numbers and number of hours worked for those on whose behalf such deductions were made, on one Standard Benefits Reporting Form showing all applicable deductions and/or contributions.

ARTICLE 4 – WORKING DUES

4.01 The Employer agrees to deduct from the employees' wages, working dues in the amount three percent (3%) per hour for each hour worked by each employee and to

remit the said working dues to Local 837 West not later than the fifteenth (15th) day of the month following the month for which the deduction is due.

4.02 It is agreed that the Employer shall remit all working dues for all hours worked in the Local 837 West jurisdiction by any member of the Labourers' International Union of North America, to Local 837 West, regardless of which Local that they are a member of.

4.03 The Employer shall, when remitting such dues, submit a list of names, social insurance numbers and number of hours worked for those on whose behalf such deductions were made, on the Welfare Contribution Form showing all applicable deductions and/or contributions. The above deductions shall be remitted together with the Local 837 West contributions to Local 837.

ARTICLE 5 – TRAVELLING AND ROOM AND BOARD ALLOWANCES

5.01 Where the Employer transfers an employee from one job to another during working hours, the transportation and time in transit shall be paid by the Employer.

5.02 When an employee is transferred at the request of the Employer during working hours and provides the employee's own transportation, he/she shall be paid his/her regular rate of pay while travelling from job to job, plus transportation costs of \$0.60 per kilometer.

5.03 Any employee covered by this Agreement who drives a company vehicle shall be paid transportation both ways.

5.04 Employees who are sent to do work within the area of this Agreement shall, if required by the Employer to remain away from home overnight, be paid their expenditures for board and lodging at \$120.00 per day that the employee reports for work.

5.05 The Employer may provide suitable board and lodging without cost to the employee in lieu of the board allowance provided in Article 5.04.

5.06 Travelling expenses shall be paid to all employees who are required to report for work outside of the free zone. The free zone shall be a 40 road kilometer distance from Cambridge City Hall as per Google Maps, and shall be paid at a rate of sixty cents (\$0.60) per kilometer each way.

ARTICLE 6 – TRAINING FUND

6.01 Effective May 20, 2022, the Employer shall pay on behalf of each of the Employer's employees into the L.I.U.N.A. Local 837 Training Trust Fund the sum of \$0.20 per hour for each hour worked by each employee. Effective May 1, 2023, the Employer shall pay on behalf of each of the Employer's employees into the L.I.U.N.A. Local 837 Training Trust Fund the sum of \$0.30 per hour for each hour worked by each employee and effective May 1, 2024, the Employer shall pay on behalf of each of the Employer's employees into the L.I.U.N.A. Local 837 Training Trust Fund the sum of \$0.40 per hour for each hour worked by each employee.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.01 The hours of work of employees shall be nine (9) hours per day, Monday to Thursday inclusive, and eight (8) hours on Friday, and shall be worked between the hours of 7:00 a.m. and 6:00 p.m. Working hours outside the scope of these times may be changed only by mutual consent of the Employer and the Union.

7.02 All work performed in excess of nine (9) hours per day shall be paid for at one and one-half (1½) times the employee's regular hourly rate.

7.03

(a) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked prior to 7:00 o'clock in the morning or after 6:00 o'clock in the

evening in any day, notwithstanding that the employee has not already completed a full day's work.

(b) One and one-half (1½) times the regular straight time hourly rate of pay shall be paid for hours worked on Saturday and two (2) times the regular straight time hourly rate shall be paid for hours worked on a Sunday and on holidays save and except for shift work.

7.04 In the event an Employer fails to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, as liquidated damages, a sum equal to ten percent (10%) of the amount which the Employer has failed to pay on account of overtime.

7.05 Any employee working in the capacity of floor finisher who commences work before 12:00 Noon of any day shall only receive the overtime premium after the employee has completed eight (8) hours of work, notwithstanding the overtime provisions of this Agreement.

ARTICLE 8 – SHOW UP TIME

8.01 One (1) hours' pay, together with travelling allowance whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to any reason, provided the employee remains on the job for one (1) hour after the employee's designated starting time whenever requested by the superintendent or foreman. However, no reporting pay shall be allowed where an employee has been informed not to report for work and such information has been given to him one (1) hour prior to commencement of the shift. An employee that is requested to, and volunteers to work in inclement weather conditions shall be paid a minimum of two (2) hours wages. If an employee starts to work and the weather subsequently becomes inclement and the employee continues to work when asked, the employee shall be entitled to the two (2) hours.

ARTICLE 9 – RECALL

9.01 Under the provisions of Article 27, Paragraph 27.01, of the Master Portion, the Employer when hiring the Employer's work force shall have the prerogative of first recalling any unemployed member in good standing of Local 837 West who has been in the Employer's employ during the twelve (12) months of the date of rehire and such employee shall obtain a referral slip from the Union within two (2) working days of date of rehire.

ARTICLE 10 – INDUSTRY FUND

10.01

- (a) Effective May 20, 2022, the Employers agree to contribute thirty cents (\$0.30) per hour for each hour worked by all employees covered by this Agreement to the Industry Fund. The Employers further agree to pay effective May 1, 2023, forty cents (\$0.40) for each hour worked by all employees covered by this Agreement to the Industry Fund, and effective May 1, 2024, fifty cents (\$0.50) for each hour worked by all employees covered by this Agreement to the Industry Fund.
- (b) The Employers agree to contribute five cents (\$0.05) per hour for each hour worked by all employees covered by this Agreement towards an Industry Liaison Fund.

10.02

- (a) The Employers agree to remit the contribution required under Article 10.01 hereof to the Union not later than the fifteenth (15th) day of the month following the month for which the contribution is due.
- (b) It is agreed that Employers shall use the Welfare Contribution Form (or such other form as is specified by the Union or any one of the Local Unions to which

Schedule "E" applies) for the calculation and remittance of the Industry Fund contribution.

- (c) The Union or its Administrator will provide monthly reports to the Association outlining the name of the Employer, the hours worked and the amount paid. In the event no such contributions are received, the Union shall forward a "Nil" report to the Association.
- (d) The Union agrees to use its grievance procedures to collect Industry Fund contributions, where applicable, for work performed under this Schedule.

10.03 The Union agrees that these sums, which represent each Employer's contribution to the cost of negotiating and administering this Agreement, shall be forwarded to the Association on a monthly basis.

10.04 The Association agrees to notify the Union of any changes in the Industry Fund.

ARTICLE 11 – HARDSHIP CLAUSE

11.01 Where a particular clause, article or provision contained within this Agreement works a hardship on any party bound to this Agreement, those parties may meet and may be mutual consent, amend, add or delete such clause, article or provision and such Agreement will form part of this Agreement commencing from the effective date thereof.

ARTICLE 12 — NOTICE TO LOCAL UNION

12.01 Any Employer that performs work within the Territorial Jurisdiction of Local 837 (West) must notify the Local Union and a Pre-job conference as set out in Article 30.01 of the Master Portion of this Collective Agreement must be called.

12.02 It is agreed that a failure by the Employer to provide notice as and when required under Article 30.01 of the Master Portion of this Collective Agreement shall constitute a violation of this Collective Agreement, and shall require the Employer to pay to the Local

Union a specific penalty of one thousand dollars (\$1,000.00) per day for each day the violation occurs.

ARTICLE 13 - SAFETY WORK BOOTS ALLOWANCE

13.01 The Employer agrees to reimburse employees for safety boots, after every four (4) months of employment for the Employer, and layoffs for periods of less than one (1) month shall not affect an employee's entitlement for reimbursement.

13.02 Reimbursement of safety boots is limited to twice per year and the year runs from May 1st to April 30th. The employee must provide the Employer with an original receipt for same and notwithstanding the amount of the receipt, one hundred and fifty dollars (\$150.00) shall be paid. Such payment is an expense for the Employer and will not be included as income for the employee or be included on the employee's T4.

LETTER OF UNDERSTANDING NO. 1

BETWEEN:

The Ontario Formwork Association

(the “Association”)

-and-

Labourers’ International Union of North America, Local 837

(the “Union”)

The Association and the Union agree, each with the other, as follows:

The parties agree to meet as soon as practical with a view to co-operating in increasing the employment of the Union’s members on projects undertaken in the Union’s geographic area set out in Appendix 8 to Schedule “E” subject to the expectancy of the Union’s members to perform the work required.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo
Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE


Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

DATE

ON BEHALF OF:
L.I.U.N.A LOCAL 837

Riccardo Persi
Riccardo Persi (Jan 27, 2023 10:59 EST)

RICCARDO PERSI

January 27, 2023

DATE

Dino Drigo

Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE

LETTER OF UNDERSTANDING No. 2

BETWEEN:

The Ontario Formwork Association

(the “Association”)

-and-

Labourers’ International Union of North America, Local 837

(the “Union”)

The Association and the Union agree, each with the other, as follows:

The Employer agrees to pay employees a parking reimbursement of up to fifteen dollars (\$15.00) per day, whenever parking is not provided by the employer. Daily parking reimbursement will not be paid where the Employer has made arrangements for parking on or off site.

IN WITNESS WHEREOF the parties have caused their duly-authorized representatives to affix their electronic signatures on the date set out below.

ON BEHALF OF:
THE ONTARIO FORMWORK ASSOCIATION

Tony DiNardo
Tony DiNardo (Jan 27, 2023 13:27 EST)

TONY DINARDO

January 27, 2023

DATE


Danny Verrilli (Feb 3, 2023 17:19 AST)

DANNY VERRILLI

01/28/23

DATE

ON BEHALF OF:
L.I.U.N.A. LOCAL 837

Riccardo Persi
Riccardo Persi (Jan 27, 2023 10:59 EST)

RICARDO PERSI

January 27, 2023

DATE

Dino Drigo
Dino Drigo (Jan 27, 2023 11:08 EST)

DINO DRIGO

01/27/2023

DATE

APPENDIX 9 TO SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 1036 – SAULT STE. MARIE

The following Articles apply to members of Local 1036 when any of the Employers:

- (a) perform work within the territorial jurisdiction of Local 1036; and
- (b) hire members of Local 1036.

ARTICLE 1 - WAGES AND CLASSIFICATIONS

1.01 The following hourly rates shall be paid to members of Local 1036. The Group Classifications are those established in Schedule "C". It is understood that employees may be paid wages by cheque, direct deposit or cash.

Local 1036 CLASSIFICATIONS & WAGE RATES

GROUP A: FORMBUILDERS, FORMSETTERS, CEMENT FINISHERS, CARPENTERS, BOOM TRUCK OPERATORS (ALL CAPACITIES)

| Effective Date | Hourly Rate | Vac Pay | H & W | Denova Fund | Pension | Train Fund | Tri Fund | Total Pkg. | WD | Denova Fund Employer | OPDC Dues | Ind. Fund |
|----------------|-------------|---------|--------|-------------|---------|------------|----------|------------|--------|----------------------|-----------|-----------|
| Last Rate | \$29.01 | \$2.90 | \$3.30 | \$0.02 | \$7.20 | \$0.45 | \$0.05 | \$42.83 | \$1.10 | \$0.02 | \$0.40 | \$0.55 |
| May 20/2022 | \$30.04 | \$3.00 | \$3.45 | \$0.02 | \$7.25 | \$0.50 | \$0.05 | \$44.31 | \$1.10 | \$0.02 | \$0.40 | \$0.30 |
| May 1/2023 | \$31.07 | \$3.10 | \$3.55 | \$0.02 | \$7.45 | \$0.55 | \$0.05 | \$45.79 | \$1.10 | \$0.02 | \$0.40 | \$0.40 |
| May 1/2024 | \$32.73 | \$3.27 | \$3.75 | \$0.02 | \$7.85 | \$0.65 | \$0.05 | \$48.32 | \$1.10 | \$0.02 | \$0.40 | \$0.50 |

GROUP B: RODMAN, FORMHELPERS, LABOURERS' CONCRETE WORKER, TRUCK DRIVER

| Effective Date | Hourly Rate | Vac Pay | H & W | Denova Fund | Pension | Train Fund | Tri Fund | Total Pkg. | WD | Denova Fund Employer | OPDC Dues | Ind. Fund |
|----------------|-------------|---------|--------|-------------|---------|------------|----------|------------|--------|----------------------|-----------|-----------|
| Last Rate | \$27.75 | \$2.77 | \$3.30 | \$0.02 | \$7.20 | \$0.45 | \$0.05 | \$41.54 | \$1.10 | \$0.02 | \$0.40 | \$0.55 |
| May 20/2022 | \$28.87 | \$2.88 | \$3.45 | \$0.02 | \$7.25 | \$0.50 | \$0.05 | \$43.02 | \$1.10 | \$0.02 | \$0.40 | \$0.30 |
| May 1/2023 | \$29.89 | \$2.99 | \$3.55 | \$0.02 | \$7.45 | \$0.55 | \$0.05 | \$44.50 | \$1.10 | \$0.02 | \$0.40 | \$0.40 |
| May 1/2024 | \$31.55 | \$3.16 | \$3.75 | \$0.02 | \$7.85 | \$0.65 | \$0.05 | \$47.03 | \$1.10 | \$0.02 | \$0.40 | \$0.50 |

Working Foreman (Cement Finisher) will be paid \$2.00 above the highest paid person the Foreman is overseeing.

Working Foreman (Form Setter) will be paid \$2.00 above the highest paid person the Foreman is overseeing.

ARTICLE 2 - VACATION PAY

2.01 Vacation Pay for all employees covered by this Agreement shall be paid at the rate of ten percent (10%) of gross wages earned, as per Government regulations.

2.02 Vacation Pay shall be paid weekly.

ARTICLE 3 - PENSION PLAN

3.01 The Employer agrees to contribute on behalf of the Employer's employees to the Labourers' Pension Fund of Central and Eastern Canada the amount of \$7.25 effective May 20, 2022, \$7.45 effective May 1, 2023, and \$7.85 effective May 1, 2024, per hour for each hour worked by each employee covered by this Agreement.

3.02 Pension contributions shall be paid monthly to the Trustees of the Pension Fund and mailed to P.O. Box 9002, Lakeshore West PO, Oakville, Ontario, L6K 0G1, on or before the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report 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.

3.03 Local 1036 reserves the right to amend the amount of contributions for pension benefits, but any such adjustment shall not affect the total wage package.

ARTICLE 4 - WELFARE PLAN

4.01 The Employer agrees to contribute for Welfare to the Labourers' Local (1036) Employee Benefit Trust Fund the sum of \$3.45 for May 20, 2022, the sum of \$3.55 for May 1, 2023 and the sum of \$3.75 for May 1, 2024 per hour for each hour worked by each employee covered by this Agreement.

4.02 Welfare contributions shall be paid to the Trustees of the Fund and mailed to the Canadian Imperial Bank of Commerce, 109 Gore Street, Sault Ste. Marie, Ontario, by the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund. Each monthly report 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.

4.03 Local 1036 reserves the right to amend the amount of contributions for welfare benefits, but any such adjustment shall not affect the total wage package.

ARTICLE 5 - WORKING DUES

5.01 The Employer agrees to deduct from the employees' wages, as set forth in Article 1 of this Appendix, working dues in the amount of \$1.10 per hour for each hour worked by the said employees and to remit the said working dues not later than the fifteenth (15th) day of the month following the month for which the deduction is made, in the following manner:

- (a) \$1.00 per hour for each hour worked shall be remitted to Local 1036 and the Employer shall use the Welfare Contribution Form for the remittance of the said \$1.00 per hour and shall note thereon the employees' names, social insurance numbers and number of hours worked; and
- (b) \$0.10 per hour for each hour worked shall be remitted to the Secretary/Treasurer of the Labourers' International Union of North America, Ontario Provincial District Council for District Council Working Dues and Organizing Fund. The Employer shall, when remitting such dues, submit a list of names, social insurance numbers and number of hours worked for those on whose behalf such deductions were made, on one Standard Benefits Reporting Form showing all applicable deductions and/or contributions.

ARTICLE 6 - TRAVELLING AND ROOM AND BOARD ALLOWANCES

6.01

- (a) There shall be a free zone extending to a radius of twenty (20) miles from the Federal Buildings in the following zone. No travel allowance shall be paid for work within this zone.

District of Algoma – Sault Ste. Marie

- (b) When transportation is provided by the Employer in a zone outside of the above-mentioned free zone, the employee shall receive a travel allowance of \$0.45 per road kilometer from the perimeter of the free zone and return. However, the employee shall be at the job site at starting time and work the employee's scheduled shift.
- (c) Board allowance of \$80.00 per day for each day worked shall be paid to each employee working beyond a fifty (50) mile radius, and within a one hundred (100) mile radius of the above-mentioned Federal Buildings. If work is performed on Saturday and/or Sunday, each employee shall be paid for these days on the basis of \$80.00 per day.
- (d) When working beyond the one hundred (100) mile radius of the Federal Buildings, the employee shall receive \$80.00 per day board allowance, seven (7) days per week.

6.02

- (a) There shall be a free zone extending to a radius of ten (10) miles from the Federal Building in Elliot Lake, Ontario.
- (b) An employee residing outside of the free zone but within a radius of thirty (30) miles from the said Federal Buildings shall be paid \$0.45 per road kilometer from

the employee's residence to the project and return, less ten (10) miles each way. When, due to geographic conditions, an employee who lives within the free zone must travel in excess of twenty (20) miles to reach the project, the employee shall be paid the mileage rate by road from the employee's residence to the project and return, less ten (10) miles each way.

- (c) An employee residing outside of the thirty (30) mile zone and within a one hundred (100) mile radius of the said Federal Building shall be paid board allowance of \$80.00 per day for each day worked.
- (d) An employee residing outside the one hundred (100) mile zone shall be paid board allowance for seven (7) days per week.

6.03 After two (2) months of employment, an employee shall be paid a trip home and back of \$0.45 per road kilometer and every two (2) months until completion of the job this ratio will continue.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.01 The hours of work of employees shall be forty hours (40) hours per week, Monday to Friday inclusive, and shall be worked between the hours of 8:00 a.m. to 4:30 p.m. Working hours outside the scope of these times may be changed only by mutual consent of the Employer and the Union.

7.02 All work performed in excess of forty (40) hours per week shall be paid for at double the employee's regular hourly rate.

7.03

- (a) Double the regular straight time hourly rate of pay shall be paid for hours worked prior to 7:00 o'clock in the morning or after 6:00 o'clock in the evening in any day, notwithstanding that the employee has not already completed a full day's work.

(b) Double the regular straight time hourly rate of pay shall be paid for hours worked on Saturday, Sunday and holidays, save and except for shift work.

7.04 In the event an Employer fails to pay proper overtime to any employee covered by this Agreement, the Employer upon demand of the Union shall pay to the Union, as liquidated damages, a sum equal to ten percent (10%) of the amount which the Employer has failed to pay on account of overtime.

7.05 Any employee working in the capacity of floor finisher who commences work before 12:00 Noon of any day shall only receive the overtime premium after the employee has completed eight (8) hours of work, notwithstanding the overtime provisions of this Agreement.

ARTICLE 8 - TRAINING FUND

8.01 The Employer shall pay on behalf of each of the Employer's employees into the L.I.U.N.A. Participating Locals Training and Rehabilitation Fund a training contribution in the amount of \$0.50 per hour effective May 20, 2022, \$0.55 effective May 1, 2023 and \$0.65 effective May 1, 2024 for each hour worked by each employee.

ARTICLE 9 - INDUSTRY FUND

9.01

(a) Effective May 20, 2022, the Employers agree to contribute thirty cents (\$0.30) per hour for each hour worked by all employees covered by this Agreement to the Industry Fund. The Employers further agree to pay effective May 1, 2023, forty cents (\$0.40) for each hour worked by all employees covered by this Agreement to the Industry Fund, and effective May 1, 2024, fifty cents (\$0.50) for each hour worked by all employees covered by this Agreement to the Industry Fund.

(b) The Employers agree to contribute five cents (\$0.05) per hour for each hour worked by all employees covered by this Agreement towards an Industry Liaison Fund.

9.02

- (a) The Employers agree to remit the contribution required under Article 9.01 hereof to the Union not later than the fifteenth (15th) day of the month following the month for which the contribution is due.
- (b) It is agreed that Employers shall use the Welfare Contribution Form (or such other form as is specified by the Union or any one of the Local Unions to which Schedule "E" applies) for the calculation and remittance of the Industry Fund contribution.
- (c) The Union or its Administrator will provide monthly reports to the Association outlining the name of the Employer, the hours worked and the amount paid. In the event no such contributions are received, the Union shall forward a "Nil" report to the Association.
- (d) The Union agrees to use its grievance procedures to collect Industry Fund contributions, where applicable, for work performed under this Schedule.

9.03 The Union agrees that these sums, which represent each Employer's contribution to the cost of negotiating and administering this Agreement, shall be forwarded to the Association on a monthly basis.

9.04 The Association agrees to notify the Union of any changes in the Industry Fund.

ARTICLE 10 - HARDSHIP CLAUSE

10.01 Where a particular clause, article or provision contained within this Agreement works a hardship on any party bound to this Agreement, those parties may meet and

may by mutual consent, amend, add or delete such clause, article or provision and such Agreement will form part of this Agreement commencing from the effective date thereof.

APPENDIX 10 TO SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 1059 – LONDON

The following Articles apply to the Employer and to all Employees covered by Article 16 when any of the Employers:

Perform work within the territorial jurisdiction of Local 1059.

ARTICLE 1 - CROSSOVER CLAUSE

1.01 Should the Employer perform any work falling within the following listed collective agreements, then the Employer shall perform such work in accordance with the applicable collective agreement:

- (a) **"The Roads Agreement"** being a Collective Agreement between Del-Ko Paving & Construction Company Limited, Dufferin Construction Company, Division of CRH Canada Inc., Coco Paving Inc. and Labourers' International Union of North America, Local 1059.
- (b) **"The Sewer and Watermain Agreement"** being a Collective Agreement between the London Sewer and Watermain, Curb, Gutter and Sidewalk Contractors Association and Labourers' International Union of North America, Local 1059.
- (c) **"The Utilities Agreement"** being a Collective Agreement between the Utility Contractors' Association of Ontario and Labourers' International Union of North America, Ontario Provincial District Council and its affiliated Local Unions.
- (d) **"The Demolition Agreement"** being a Collective Agreement between the Ontario Association of Demolition Contractors Inc. and Labourers' International Union of North America, Ontario Provincial District Council, on behalf of its affiliated Local Unions as far as it applies to the geographic jurisdiction of Local 1059

ARTICLE 2 - HIRING OF EMPLOYEES

2.01 The Employer agrees to call the Local Union for its supply of men. All employees shall present to the Employer a referral slip from the Union prior to commencing employment.

2.02 It is understood that if the Local Union is unable to provide qualified and competent workmen (employees) within forty-eight (48) hours hours, the Employer is free to hire such labour as is available, but hiring date, name and address is to be given to the Union by phone before hiring, and as a condition of employment shall become a member in good standing in the Union within forty-five (45) days which shall not be withheld by the Union.

2.03 In recognition of the Employer's need for competent and capable employees, the Union agrees that the Employer has the right to call the Union office and request any unemployed Union member. The Union will comply with this request if the member is available. Therefore, the Union recognizes the Employer's right to recall their regular employees after a layoff. The Union also agrees that it shall issue referral slips to these employees hired by the Employer. Such persons must obtain a referral slip from the Union prior to commencing employment and the Union agrees to provide the employer before the new employee starts to work copies of all safety/training certificates for such person if the Employer requests.

2.04 The Union agrees that the discharge of a probationary employee referred to in Article 16.01 Group "A" will not be grieved unless the employee was discharged for exercising the employee's rights under this Agreement, the *Labour Relations Act 1995*, the *Employment Standards Act 2000*, or the *Occupational Health and Safety Act 1990*.

2.05 An employee shall be deemed to be laid off if an R.O.E. is issued, the employee is off work continuously for more than five continuous working days or seven (7) calendar days. Vacation periods and layoffs between December 20th and January

15th shall be excluded. An employee shall be required to obtain a referral slip from the Union before returning to work.

ARTICLE 3 - COFFEE AND LUNCH BREAKS

3.01 Coffee or work breaks will be recognized on all projects during working hours. There will be one (1) break in the first half and another in the second half of each shift. The time of these breaks will be determined by the project superintendent or job foreman, and not more than fifteen (15) minutes duration.

3.02 It is understood that no employee shall be required to work more than five (5) consecutive hours without a lunch break except during special times such as concrete pours. It is understood that the Employer has the right to determine when employees shall take their lunch break subject to Article 3.04.

3.03 Employees will be given a ten (10) minute work break with pay at 5:00 p.m. should they be required to work after 6:00 p.m. At no time shall the employee work past 6:00 p.m. without receiving this ten (10) minute break.

3.04 Any employee required to work more than five (5) hours after the employee commences work without a lunch break, shall be paid all time spent at work and will be given the employee's half (½) hour lunch break with pay, no later than seven (7) hours after commencing work.

ARTICLE 4 - CONTRACTING OUT

4.01 The Employer agrees not to subcontract or contract work falling within the scope of this Agreement to Employers other than to those who are bound to this Collective Agreement or the Collective Agreements in Article 1.01, with the exception of cement finishing for single floor residential projects (when the Union cannot supply competent/qualified cement finishers), rodwork and contracting of layout with total station are excluded from this Article.

4.02 The Employer agrees to subcontract or purchase precast concrete products from manufacturers or employers in contractual relations with the Union. The Employer agrees to contact the Union should it have any difficulty complying with this clause. The Employer agrees that the installation of precast products is covered by this Agreement including the welding and caulking of same.

4.03 The Employer agrees that all concrete pumping and stone slingers will be performed by employers bound to this agreement. The Union agrees to provide a list of signatory companies.

4.04 The Employer agrees to subcontract or contract the waterproofing to Employers who are in contractual relations with the Union on ICI and highrise residential.

ARTICLE 5 - SAFETY WORK BOOTS ALLOWANCE

5.01 The Employer agrees to reimburse employees for safety boots, after every four (4) months of employment for the Employer, and layoffs for periods of less than one (1) month shall not affect an employee's entitlement for reimbursement.

5.02 The amount of reimbursement contemplated at 5.01 is up to one hundred and fifty dollars (\$150.00) twice per year and the year runs from May 1st to April 30th to receive such reimbursement, an original receipt shall be provided to the Employer. Such payment is an expense for the Employer and will not be included as income for the employee or be included on his/her T4.

ARTICLE 6 - REPORTING ALLOWANCE

6.01 An employee, who reports for work at the Employer's jobsite, assembly point or yard, unless directed not to report by the employee's Employer, and for whom no work is available for any reason, shall receive a minimum of one (1) hour reporting pay and shall remain for one (1) hour at the site if requested to do so by the foreman. In

the event the employee commences work and such work ceases for any reason, then the employee shall be paid a minimum of one (1) hour at the employee's normal hourly rate. An employee that is requested to and volunteers to work in inclement weather conditions shall be paid a minimum of two (2) hours wages. If an employee starts to work and the weather subsequently becomes inclement and the employee continues to work when asked shall be entitled to the two (2) hours. However, in the event that an employee reports for work and is unable to work due to inclement weather, the employee shall not be required to work and shall be paid one (1) hour reporting time. However, in such circumstances it is understood that the employee will remain on the project if requested by the foreman and it is agreed that common sense shall prevail.

6.02 An employee, who reports for work at the Employer's jobsite which is outside the forty (40) km free travel zone as spelled out in Article 10 unless directed not to report by the employee's Employer, and for whom no work is available for any reason shall receive a minimum of two (2) hours reporting pay and shall remain for two (2) hours at the site if requested to do so by the foreman. In the event the employee commences work and such work ceases for any reason, then the employee shall be paid a minimum of two (2) hours at the employee's normal hourly rate. However, in the event that an employee reports for work and is unable to work due to inclement weather, the employee shall not be required to work due to inclement weather, and shall be paid two (2) hours reporting time. However, in such circumstances it is understood that the employee will remain on the project if requested by the foreman and it is agreed that common sense shall prevail.

6.03 Article 6.02 DOES NOT apply to anyone who resides within the twenty-five (25) km free travel zone, in Article 10; such employee shall come under the one (1) hour show up clause.

6.04 Employees who leave the assembly point and due to inclement weather or poor road conditions are unable to report to the jobsite shall in addition to Article 6.01 be

paid the mileage allowance as set out in Article 10. The applicable mileage shall be based on the actual zone where the employees travelled to.

ARTICLE 7 - STATUTORY HOLIDAYS

7.01 The following days are recognized by the Employer as statutory holidays for employees:

| | |
|-------------------|---------------------------------|
| a) New Year's Day | e) Labour Day |
| b) Good Friday | f) Thanksgiving Day |
| c) Victoria Day | g) Christmas Day |
| d) Dominion Day | h) Boxing Day |
| i) Family Day | j) Truth and Reconciliation Day |

Any other holiday proclaimed by the relevant government is to be a paid statutory holiday. If any of the above holidays fall on a Saturday or Sunday, such holidays shall be observed on the day or days immediately preceding or following the weekend.

ARTICLE 8 - PRE-JOB CONFERENCE

8.01 Where the Employer is to perform work covered by this Agreement, on a project within the territorial jurisdiction of Labourers' International Union of North America, Local 1059, a representative of the Union may request a pre-job conference, prior to commencing such work, in order to discuss among other things, the employment of persons at the project.

ARTICLE 9 - IRREGULAR START TIMES

9.01 i) Employees who commence work between 6:00 a.m. and 11:59 a.m. Monday to Friday, shall be paid in accordance with Article 16.

- ii) Employees who commence work between 12:00 noon and 5:59 p.m. Monday to Friday, shall be paid regular rates of pay plus fifty cents (\$0.50) per hour.
- iii) Employees who commence work between 6:00 p.m. and 6:00 a.m. Monday to Friday, shall be paid regular rates of pay plus seventy-five cents (\$0.75) per hour.

All hours worked before 12:01 a.m. Monday morning and after 11:59 p.m. Friday night, shall be paid in accordance with Article 16.

- iv) A new employee hired in conformity with Article 2 shall be paid the same irregular starting times premiums as the crew the employee is dispatched to work on for that day.

ARTICLE 10 - TRAVEL, ROOM AND BOARD

10.01 WORK ZONES

- a) Zone A – Forty (40) km radius from London City Hall.
- b) Zone B – Forty (40) km to sixty (60) km from London City Hall.
- c) Zone C – Sixty (60) km to one hundred and twenty (120) km from London City Hall.
- d) Zone D – One hundred and twenty (120) km and one hundred and fifty (150) km from London City Hall.
- e) Zone E – One hundred and fifty (150) km from London City Hall.

10.02 The Employer agrees to pay mileage on the following basis:

WORK ZONES

- a) Zone A No Mileage paid.
- b) Zone B Effective May 20, 2022 twenty-four dollars (\$24.00)
Effective May 1, 2023 twenty-seven dollars (\$27.00)
Effective May 1, 2024 thirty dollars (\$30.00)
- c) Zone C Effective May 20, 2022 thirty-five dollars (\$35.00)
Effective May 1, 2023 thirty-eight dollars (\$38.00)
Effective May 1, 2024 forty-one dollars (\$41.00)
- d) Zone D Effective May 20, 2022 forty-six dollars (\$46.00.00)
Effective May 1, 2023 forty-nine dollars (\$49.00)
Effective May 1, 2024 fifty-two dollars (\$52.00)
- e) Zone E Effective May 20, 2022 fifty-seven dollars (\$57.00)
Effective May 1, 2023 sixty dollars (\$60.00)
Effective May 1, 2024 sixty-three dollars (\$63.00)

The Board allowance for Zone E (considered lodging) shall be paid for all daily trips to projects North of Highway 26 or East of Highway 400.

10.03 It is agreed between the parties hereto that for work outside the forty (40) kilometer free travel zone, there shall be a twenty-five (25) kilometer project free zone radius, and any employee residing in this twenty-five (25) kilometer project free zone will report to work as required at no cost to the Employer.

10.04 Where an employee who is normally employed by the Employer in the London area is required to work out of London and is unable to return home each night, the employee shall choose between suitable lodging by the Employer or effective May 1, 2019 be paid at the rate of one hundred and fifty dollars (\$150.00) per day.

10.05 The centre of the radius as set out in this article may be amended from "London City Hall" to "(Employer's yard)" if such yard is located outside Zone A, but within the geographic area of the Collective Agreement. There can be only one free travel zone centre point for a specific Employer during the term of the Collective Agreement.

ARTICLE 11 - SWING STAGE

11.01 Employees required to perform work off a swing stage, bolsun chair or performing work while suspended (excluding fixed scaffolds), shall be paid an additional one dollar and fifty cents (\$1.50) per hour above the regularly-paid hourly rate.

An employee required to climb tower cranes in the erection, dismantling or maintenance of same, will be paid an additional one dollar and fifty cents (\$1.50) per hour above the regularly-paid hourly rate.

No premium will be paid for heights less than twenty (20) feet above ground level.

ARTICLE 12 - WELFARE, TRAINING AND PENSION CONTRIBUTIONS, UNION DUES REMITTANCES

12.01 The Employer agrees to contribute for each hour worked by the employees covered by this Agreement to the LIUNA Local 1059 Benefit Trust Fund, the Labourers' Pension Fund of Central and Eastern Canada, the Local 1059 Training Trust Fund, the Tri-Fund or their designated alternatives, the amounts set out in Article 16.

12.02 The Employer agrees to deduct from each employee covered by the terms of this Agreement, Local Union working dues and they shall be remitted to the Secretary-Treasurer of Local 1059 in the amount as set out in Article 16.

12.03 The Employer agrees to deduct the amounts set out in Article 16 for OPDC working dues for each hour worked by the employees covered by this Agreement, payable to L.I.U.N.A. Ontario Provincial District Council.

12.04 Any Provincial or Federal taxes required to be paid by the Employer on contributions for pension, welfare and training, are not included in the specified amounts as set out in this Collective Agreement.

12.05 Where a Board of Arbitration rules that an employer has failed to make contributions or remittances as set out in this Article in the amount and within the set time, without reasonable excuse, a Board of Arbitration in addition to its authority under the *Labour Relations Act* shall have and exercise the power to award legal costs, and the costs of the arbitration against such an Employer for arbitrations arising from the Employer's non-compliance of the above-mentioned articles.

12.06 RSP Pension

The Employer agrees to deduct one dollar (\$1.00) per hour worked on a weekly basis, from each employee's weekly gross wages, payable to a Group RSP, as directed in writing by Local 1059. Such monies shall be remitted to Local 1059.

12.07 Local 1059, within thirty (30) days' written notice, may amend the amount of contributions for pension, welfare or training, but any such adjustment shall not affect the total wage package.

12.08 The Employer agrees to contribute the sum as outlined in Article 16 per hour for Welfare and Group Legal respectively, to the joint and equally trusteeed Labourers' Local 1059 Benefit Trust on its own behalf and on behalf of the Local 1059

Group Legal Trust, for each hour worked by the employees of the Employer, or designated alternative by the Local Union with thirty (30) days written notice. The parties acknowledge that these contributions are made to the Labourers' Local 1059 Benefit Trust which administers the contributions to the Labourers' Local 1059 group Legal Trust.

12.09 All contributions, deductions and remittance reports shall be sent electronically to the Union and the appropriate Funds.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

13.01 Regular Hours: The regular hours of work for employees engaged in work covered by this Agreement shall consist of not more than forty-four (44) hours per week, excluding lunch periods and traveling time to and from the job.

All employees that perform in excess of forty-four (44) hours per week or nine (9) hours per day, will be paid at the rate of one and a half (1 1/2) times the applicable wage rates and shall not be compounded with overtime paid over forty-four (44) hours per week. Truck Drivers, Boom Truck Operator, Pump Truck Operator shall be forty-four (44) hours per week or ten (10) hours per day for duration of Agreement.

Saturdays: Work performed on Saturdays shall be paid for at the rate of time and one-half (1 1/2). The Employer will not discriminate against any employee because of the employee's failure to work on Saturdays.

Sundays and Statutory Holidays: All work performed on Sundays and Statutory Holidays shall be paid at the rate of double the employee's regular hourly rate.

13.02 Any employee working in the capacity of floor finisher who commences work before 12:00 Noon of any day shall only receive the overtime premium after the employee has completed eight (8) hours of work, notwithstanding the overtime provisions of this Agreement.

ARTICLE 14 - VACATION AND STATUTORY HOLIDAY PAY

14.01 An employee shall receive a vacation and holiday pay allowance of eight percent (8%) of the employee's earnings on the basis of four percent (4%) being allocated to vacation pay and four percent (4%) being allocated in lieu of payment for those holidays listed in Article 7 hereof.

Vacation and Statutory Holiday Pay allowances will be paid weekly.

It is understood that two (2) weeks' vacation may be taken, exclusive of Statutory Holidays, unless other arrangements are made between the Employer and the employee.

An employee may request that such vacation time be taken together and not split into smaller time periods. The Employer shall comply with an employee's request for vacation time with a reasonable period of notice.

It is further understood that the employee's vacation period shall be mutually agreed to by the Employer and the employee.

Additional statutory holidays in accordance with Article 7.01 shall not increase the overall payment in this Article above eight percent (8%).

ARTICLE 15 - MILEAGE

15.01 For work more than forty (40) km from London City Hall, the Employer will pay the employee who reports to work, mileage at the rate of, effective May 1, 2022 fifty-eight cents (\$0.58) per km, to and from London City Hall to the jobsite.

It is agreed between the parties hereto that for work more than forty (40) km from London City Hall there shall be a twenty-five (25) km project free travel zone radius from such work and any employee residing in this twenty-five (25) km project free

zone will report to work as required at no cost to the Employer. For all km more than the twenty-five (25) km zone the Employer shall pay mileage as set out in Article 15.01 a) from the employee's residence to and from such project.

15.02 In all cases the Employer when supplying transportation such transportation must be deemed suitable for passengers by the Ministry of Transportation and all equipment and all materials shall be secured and be kept separate from employees.

Should the Employer not provide transportation in conformity with this clause, then the employee has the option of providing the employee's own transportation and be paid in accordance with Article 15.01 above.

15.03 An employee required to drive an Employer's vehicle primarily to transport other employees from the Employer's designated assembly point or yard to and from jobsites outside Zone A shall be paid the applicable mileage both ways. An employee allowed to drive the vehicle for any other purpose is excluded from this requirement.

15.04 The Employer agrees to pay employees a parking reimbursement of up to fifteen dollars (\$15.00) per day effective May 1, 2022, whenever parking is not provided by the employer. Daily parking reimbursement will not be paid where the employer has made arrangements for parking on or off site, or where transportation has been arranged. The employee must provide a receipt for payment.

15.05 Employees residing outside the geographic jurisdiction of Local 1059, who are members of another LIUNA Local Union and are employed by an employer whose base of operation is outside such area, shall be paid mileage and board allowance as set out in this schedule and Article 15.01 shall be deemed to be amended to read "from the employer's base of operations.

ARTICLE 16 - CLASSIFICATIONS/WAGE SCHEDULE

16.01 The following classifications and wage schedules shall apply to all employees engaged on concrete forming and finishing construction with the exception of work covered by 16.02.

Group A - 60 Day Rate – Non-Members

| Effective Date | Union Admin | OPDC Admin. | Hourly Rate | Vacation/Statutory Pay (8%) | Tri-Fund | Pension | Welfare | Training | Total Wage Package | Employer Industry Fund |
|----------------|-------------|-------------|-------------|-----------------------------|----------|---------|---------|----------|--------------------|------------------------|
| May 1/21 | \$0.83 | \$0.40 | \$26.49 | \$2.12 | \$0.05 | \$5.36 | \$3.30 | \$0.60 | \$37.92 | \$0.10 |
| May 20/22 | \$0.87 | \$0.40 | \$28.33 | \$2.28 | \$0.05 | \$5.36 | \$3.30 | \$0.60 | \$39.92 | \$0.15 |
| May 1/23 | \$0.91 | \$0.40 | \$30.08 | \$2.43 | \$0.05 | \$5.36 | \$3.40 | \$0.60 | \$41.92 | \$0.15 |
| May 1/24 | \$0.95 | \$0.40 | \$31.60 | \$2.56 | \$0.05 | \$6.36 | \$3.50 | \$0.60 | \$44.67 | \$0.15 |

Group B - Rodman, Form Helpers, Labourers, Concrete Workers, Crane Signalman, Man/Material Lift Person

| Effective Date | Union Admin | OPDC Admin. | Hourly Rate | Vacation/Statutory Pay (8%) | Tri-Fund | Pension | Welfare | Training | Total Wage Package | Employer Industry Fund |
|----------------|-------------|-------------|-------------|-----------------------------|----------|---------|---------|----------|--------------------|------------------------|
| May 1/21 | \$0.83 | \$0.40 | \$33.00 | \$2.64 | \$0.05 | \$5.36 | \$3.30 | \$0.60 | \$44.95 | \$0.10 |
| May 20/22 | \$0.87 | \$0.40 | \$34.84 | \$2.80 | \$0.05 | \$5.36 | \$3.30 | \$0.60 | \$46.95 | \$0.15 |
| May 1/23 | \$0.91 | \$0.40 | \$36.59 | \$2.95 | \$0.05 | \$5.36 | \$3.40 | \$0.60 | \$48.95 | \$0.15 |
| May 1/24 | \$0.95 | \$0.40 | \$38.11 | \$3.08 | \$0.05 | \$6.36 | \$3.50 | \$0.60 | \$51.70 | \$0.15 |

Group C - Form Builders, Form Setters, Cement Finishers, Carpenters, Boom Truck Operators (All Capacities) Swamper (Maximum of one per crane)

| Effective Date | Union Admin | OPDC Admin. | Hourly Rate | Vacation/Statutory Pay (8%) | Tri-Fund | Pension | Welfare | Training | Total Wage Package | Employer Industry Fund |
|----------------|-------------|-------------|-------------|-----------------------------|----------|---------|---------|----------|--------------------|------------------------|
| May 1/21 | \$0.83 | \$0.40 | \$35.39 | \$2.83 | \$0.05 | \$5.36 | \$3.30 | \$0.60 | \$47.53 | \$0.10 |
| May 20/22 | \$0.87 | \$0.40 | \$37.23 | \$2.99 | \$0.05 | \$5.36 | \$3.30 | \$0.60 | \$49.53 | \$0.15 |
| May 1/23 | \$0.91 | \$0.40 | \$38.98 | \$3.14 | \$0.05 | \$5.36 | \$3.40 | \$0.60 | \$51.53 | \$0.15 |
| May 1/24 | \$0.95 | \$0.40 | \$40.96 | \$3.31 | \$0.05 | \$6.36 | \$3.50 | \$0.60 | \$54.78 | \$0.15 |

Group D - Working Foreperson, Pump Truck Operators, (Cement Finisher), Layout Person (Regularly performs layout continuously for more than five (5) working days at a time)

| Effective Date | Union Admin | OPDC Admin. | Hourly Rate | Vacation/Statutory Pay (8%) | Tri-Fund | Pension | Welfare | Training | Total Wage Package | Employer Industry Fund |
|----------------|-------------|-------------|-------------|-----------------------------|----------|---------|---------|----------|--------------------|------------------------|
| May 1/21 | \$0.83 | \$0.40 | \$36.59 | \$2.93 | \$0.05 | \$5.36 | \$3.30 | \$0.60 | \$48.83 | \$0.10 |
| May 20/22 | \$0.87 | \$0.40 | \$38.43 | \$3.09 | \$0.05 | \$5.36 | \$3.30 | \$0.60 | \$50.83 | \$0.15 |
| May 1/23 | \$0.91 | \$0.40 | \$40.18 | \$3.24 | \$0.05 | \$5.36 | \$3.40 | \$0.60 | \$52.83 | \$0.15 |
| May 1/24 | \$0.95 | \$0.40 | \$42.16 | \$3.41 | \$0.05 | \$6.36 | \$3.50 | \$0.60 | \$56.08 | \$0.15 |

Group E - Working Foreperson (Form Setter)

| Effective Date | Union Admin | OPDC Admin. | Hourly Rate | Vacation/Statutory Pay (8%) | Tri-Fund | Pension | Welfare | Training | Total Wage Package | Employer Industry Fund |
|----------------|-------------|-------------|-------------|-----------------------------|----------|---------|---------|----------|--------------------|------------------------|
| May 1/21 | \$0.83 | \$0.40 | \$37.39 | \$2.99 | \$0.05 | \$5.36 | \$3.30 | \$0.60 | \$49.69 | \$0.10 |
| May 20/22 | \$0.87 | \$0.40 | \$39.23 | \$3.15 | \$0.05 | \$5.36 | \$3.30 | \$0.60 | \$51.69 | \$0.15 |
| May 1/23 | \$0.91 | \$0.40 | \$40.98 | \$3.30 | \$0.05 | \$5.36 | \$3.40 | \$0.60 | \$53.69 | \$0.15 |
| May 1/24 | \$0.95 | \$0.40 | \$42.96 | \$3.47 | \$0.05 | \$6.36 | \$3.50 | \$0.60 | \$56.94 | \$0.15 |

Group F – Stone Slinger Operator, Truck Driver

Current truck drivers will continue to be paid the Article 16.01 and 16.02 Group B Schedule wage package. Current truck drivers under Schedule B will not receive a reduction in pay or a layoff while truck drivers under Group F are employed).

| Effective Date | Union Admin | OPDC Admin. | Hourly Rate | Vacation/Statutory Pay (8%) | Tri-Fund | Pension | Training | Employer Industry Fund |
|----------------|-------------|-------------|-------------|-----------------------------|----------|---------|----------|------------------------|
| May 1/21 | \$0.65 | \$0.40 | \$28.45 | \$2.28 | \$0.05 | \$2.45 | \$0.60 | \$0.10 |
| May 20/22 | \$0.80 | \$0.40 | \$32.13 | \$2.60 | \$0.05 | \$2.45 | \$0.60 | \$0.15 |
| May 1/23 | \$0.85 | \$0.40 | \$33.94 | \$2.76 | \$0.05 | \$2.45 | \$0.60 | \$0.15 |
| May 1/24 | \$0.89 | \$0.40 | \$35.78 | \$2.92 | \$0.05 | \$3.20 | \$0.60 | \$0.15 |

The Employer agrees to pay the premium of two hundred and sixty dollars (\$260.00) per month to the LIUNA, Local 1059 Benefit Trust Fund in accordance with Article 12 for all its employees under Group F.

16.02 The following schedule and hourly wage rates shall apply to agricultural and lowrise residential projects (townhouse, single family, row house) of one (1) floor of concrete structure located in work Zones B, C and D of this Schedule.

Group A - 60 Day Rate – Non-Members

| Effective Date | Union Admin | OPDC Admin. | Hourly Rate | Vacation/Statutory Pay (8%) | Tri-Fund | Pension | Welfare | Training | Total Wage Package | Employer Industry Fund |
|----------------|-------------|-------------|-------------|-----------------------------|----------|---------|---------|----------|--------------------|------------------------|
| May 1/21 | \$0.65 | \$0.40 | \$20.73 | \$1.66 | \$0.05 | \$5.36 | \$3.30 | \$0.60 | \$31.70 | \$0.10 |
| May 20/22 | \$0.69 | \$0.40 | \$22.57 | \$1.82 | \$0.05 | \$5.36 | \$3.30 | \$0.60 | \$33.70 | \$0.15 |
| May 1/23 | \$0.73 | \$0.40 | \$24.32 | \$1.97 | \$0.05 | \$5.36 | \$3.40 | \$0.60 | \$35.70 | \$0.15 |
| May 1/24 | \$0.76 | \$0.40 | \$25.84 | \$2.10 | \$0.05 | \$6.36 | \$3.50 | \$0.60 | \$38.45 | \$0.15 |

Group B - Rodman, Form Helpers, Labourers, Concrete Workers, Crane Signalman-Swamper

| Effective Date | Union Admin | OPDC Admin. | Hourly Rate | Vacation/Statutory Pay (8%) | Tri-Fund | Pension | Welfare | Training | Total Wage Package | Employer Industry Fund |
|----------------|-------------|-------------|-------------|-----------------------------|----------|---------|---------|----------|--------------------|------------------------|
| May 1/21 | \$0.65 | \$0.40 | \$25.74 | \$2.06 | \$0.05 | \$5.36 | \$3.30 | \$0.60 | \$37.00 | \$0.10 |
| May 20/22 | \$0.69 | \$0.40 | \$27.50 | \$2.19 | \$0.05 | \$5.36 | \$3.30 | \$0.60 | \$39.00 | \$0.15 |
| May 1/23 | \$0.73 | \$0.40 | \$29.25 | \$2.34 | \$0.05 | \$5.36 | \$3.40 | \$0.60 | \$41.00 | \$0.15 |
| May 1/24 | \$0.76 | \$0.40 | \$30.77 | \$2.47 | \$0.05 | \$6.36 | \$3.50 | \$0.60 | \$43.75 | \$0.15 |

Group C - Form Builders, Form Setters, Cement Finishers, Carpenters, Boom Truck Operators (All Capacities)

| Effective Date | Union Admin | OPDC Admin. | Hourly Rate | Vacation/Statutory Pay (8%) | Tri-Fund | Pension | Welfare | Training | Total Wage Package | Employer Industry Fund |
|----------------|-------------|-------------|-------------|-----------------------------|----------|---------|---------|----------|--------------------|------------------------|
| May 1/21 | \$0.65 | \$0.40 | \$27.43 | \$2.20 | \$0.05 | \$5.36 | \$3.30 | \$0.60 | \$38.94 | \$0.10 |
| May 20/22 | \$0.69 | \$0.40 | \$29.27 | \$2.36 | \$0.05 | \$5.36 | \$3.30 | \$0.60 | \$40.94 | \$0.15 |
| May 1/23 | \$0.73 | \$0.40 | \$31.02 | \$2.51 | \$0.05 | \$5.36 | \$3.40 | \$0.60 | \$42.94 | \$0.15 |
| May 1/24 | \$0.76 | \$0.40 | \$33.00 | \$2.69 | \$0.05 | \$6.36 | \$3.50 | \$0.60 | \$46.20 | \$0.15 |

Group D - Working Foreperson (Cement Finisher) Layout Person (Regularly performs layout continuously for more than five (5) working days at a time)

| Effective Date | Union Admin | OPDC Admin. | Hourly Rate | Vacation/Statutory Pay (8%) | Tri-Fund | Pension | Welfare | Training | Total Wage Package | Employer Industry Fund |
|----------------|-------------|-------------|-------------|-----------------------------|----------|---------|---------|----------|--------------------|------------------------|
| May 1/21 | \$0.65 | \$0.40 | \$28.36 | \$2.27 | \$0.05 | \$5.36 | \$3.30 | \$0.60 | \$39.94 | \$0.10 |
| May 20/22 | \$0.69 | \$0.40 | \$30.20 | \$2.43 | \$0.05 | \$5.36 | \$3.30 | \$0.60 | \$41.94 | \$0.15 |
| May 1/23 | \$0.73 | \$0.40 | \$31.95 | \$2.58 | \$0.05 | \$5.36 | \$3.40 | \$0.60 | \$43.94 | \$0.15 |
| May 1/24 | \$0.76 | \$0.40 | \$33.93 | \$2.75 | \$0.05 | \$6.36 | \$3.50 | \$0.60 | \$47.19 | \$0.15 |

Group E - Working Foreperson (Form Setter)

| Effective Date | Union Admin | OPDC Admin. | Hourly Rate | Vacation/Statutory Pay (8%) | Tri-Fund | Pension | Welfare | Training | Total Wage Package | Employer Industry Fund |
|----------------|-------------|-------------|-------------|-----------------------------|----------|---------|---------|----------|--------------------|------------------------|
| May 1/21 | \$0.65 | \$0.40 | \$28.97 | \$2.32 | \$0.05 | \$5.36 | \$3.30 | \$0.60 | \$40.60 | \$0.10 |
| May 20/22 | \$0.69 | \$0.40 | \$30.81 | \$2.48 | \$0.05 | \$5.36 | \$3.30 | \$0.60 | \$42.60 | \$0.15 |
| May 1/23 | \$0.73 | \$0.40 | \$32.56 | \$2.63 | \$0.05 | \$5.36 | \$3.40 | \$0.60 | \$44.60 | \$0.15 |
| May 1/24 | \$0.76 | \$0.40 | \$34.54 | \$2.80 | \$0.05 | \$6.36 | \$3.50 | \$0.60 | \$47.85 | \$0.15 |

RRSP: One dollar (\$1.00) per hour 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.

NB: Every project or jobsite shall have a Forming Foreperson/Crew Leader responsible for the workers at such location. Persons covered by the Collective Agreement other than a Foreperson/Crew Leader shall not be responsible in any way for other workers other than as required by statute.

16.03 The hourly rate for a foreman whose crew including himself is eight (8) or greater shall be three dollars (\$3.00) per hour above Group C.

16.04 For ICF installation, Article 16.02 applies to all such work in all Zones. Such rates are limited to the ICF portion of a project.

ARTICLE 17 - UNION STEWARD

17.01 If the Employer has no Steward employed at the time of a rehiring or hiring of new employees, a Steward previously employed by the Employer and laid off shall be one (1) of the first three (3) persons hired under Classifications A, B and C, if competent

to perform the available work. Foremen, truck drivers and layout persons rehired are not considered as part of the three (3) persons referred to above.

17.02 Notwithstanding Master Portion Article 8, Local 1059 can appoint a minimum of one chief steward for the employer. The Union may also appoint a job steward for any project employing a minimum of ten (10) members and lasting at least thirty (30) calendar days. The Union agrees there will not be more than one job steward per project. A chief steward shall be appointed by the Local Union where the employer's home base is located.

ARTICLE 18 - MULTIPLE RATES

18.01 Employees temporarily transferred to a lower classification of work (for one [1] week's duration or less), will not have their hourly rate reduced.

18.02 If an employee works more than fifty percent (50%) of each week on a higher rate job than the employee's regular classification, the employee will be paid the higher rate for that period of time that the employee worked in the higher classification. Employees temporarily transferred to a lower classification of work (for one (1) week's duration or less), will not have their hourly rate reduced.

ARTICLE 19 - INDUSTRY FUND

19.01 Each and every forming company bound to this Collective Agreement performing work under this Schedule shall contribute towards the Industry Fund as set out in Article 34 of the Master Portion of this Agreement.

19.02 Employers performing work under this Appendix, unless they are members of the London and District Concrete Forming Contractors Association, must pay Industry Fund contributions as set out in Article 34 – Industry Fund in the main portion of this Agreement.

19.03 Employers that are members of the London and District Concrete Forming Contractors Association shall pay fifteen cents (\$0.15) per hour worked by employees covered by this Collective Agreement. Such amounts shall be remitted to Local 1059 in the same manner and time as local working dues. Local 1059 will provide such amounts to the Association referred to above with accompanying documentation.

ARTICLE 20 - APPRENTICE PROGRAMS

20.01 The Apprentice Program including any plan and amendments thereto agreed to by the High Rise/ICI and Low Rise Concrete Forming, Formsetter/Cement Finisher/Layout Person/Local Apprenticeship Committee shall be incorporated in their entirety into and form part of this Agreement, as if an original part thereto. An apprentice that has had his/her contract cancelled by the Local Apprenticeship Committee (LAC) and upon written notice of same by the local union the employer shall immediately discharge from employment that employee/apprentice.

ARTICLE 21 - INDUSTRY GRADING AND RETRAINING

21.01 All Employees are required to obtain the following certificates within six (6) months from the date of employment:

- Standard First Aid
- Introduction to *Occupational Health and Safety Act*
- Propane Handling, Storage and Use
- Cranes, Hoisting and Rigging
- Working at Heights (WAH)
- Confined Space

This requirement is contingent on the availability of the classes being provided by the Labourers' International Union of North America, Local 1059 Training Trust Fund.

The Employer agrees that it will not hire members of the Union whom do not have the certificates indicated above (with exception of standard first aid and propane handling, storage and use).

The Union agrees it will only refer members to work that have those certificates or are scheduled to obtain same. A member sent home by an Employer for failing to attend scheduled training to obtain the 4 certificates set out above will not be referred to subsequent employment with another Employer. In these circumstances and Employer's right to hire under Article 2.03 is null and void.

The Union and Employer agree to strike a committee to address organizing non union competition.

ARTICLE 22 – SAFETY

22.01 The Association and the Union agree to discuss new language to ensure each and every Employee receives the necessary training to ensure the employee's safety while at the work place. The Parties will meet to develop such language at the call of either party.

22.02 Association and the Union agree safety is an important issue and in this respect may agree to develop language dealing with employees who have been suspended from work as a result of a progressive disciplinary system for failing to abide by the *Occupational Health and Safety Act 1990* and the Employer's health and safety policy. The Parties will meet to discuss such language at the call of either party.

22.03 The Association and the Union agree to meet and discuss language that will address the Employer's concerns regarding the loss of safety harnesses.

ARTICLE 23 – MAINTENANCE OF TERMS AND CONDITIONS FOR TRAVELLING

23.01 It is understood that when the Employer is not bound to this Agreement outside the geographical area of this Appendix 10 and requires an employee to work outside the geographical area covered by this Appendix, the Employer will maintain all terms and conditions of this Appendix, including the rate of wages, hours of work and fringe benefits for such employee, including, and without limiting, the generality of the foregoing, welfare, pension, vacation and statutory holiday pay and training as provided herein.

LETTER OF UNDERSTANDING

BETWEEN

ONTARIO FORMWORK ASSOCIATION

(the "OFA")

-and-

LONDON & DISTRICT CONCRETE FORMING ASSOCIATION

(the "London Association")

AND WHEREAS the OFA is party to a collective agreement with the Formwork Council of Ontario *that contains, inter alia*, local appendices related to Board Area 3 (the "Formwork Agreement");

AND WHEREAS the Parties wish to clarify their relationship as it pertains to the negotiation and operation of the Formwork Agreement;

NOW THEREFORE the Parties agree as follows:

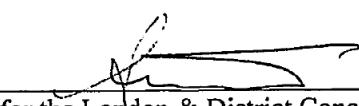
1. The London Association shall govern its own internal affairs without interference from the OFA, including selecting leadership.
2. The London Association shall be responsible for negotiating the local appendix of the Formwork Agreement that relates to Board Area 3. The OFA will be advised of all negotiations in advance and shall attend at its sole discretion. The OFA is required to approve any agreement reached by the London Association and no agreement shall be binding or shall be included in the Formwork Agreement without OFA approval.

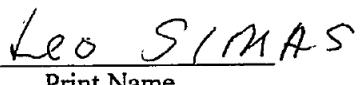
3. Companies performing work covered by the Formwork Agreement in Board Area 1 shall contribute to the industry fund in the following way:
 - (a) Companies that are members of the London Association or the OFA shall contribute \$0.10 per hour worked, which shall be divided between the London Association and the OFA as follows: \$0.03 to be retained by the OFA and \$0.07 to be provided to the London Association.
 - (b) Companies that are not members of the London Association shall contribute \$0.18 per hour worked, which shall be divided as follows: \$0.05 shall be kept by the London Association and \$0.13 shall be kept by the OFA.
4. The industry fund monies set out in paragraph 4 are to be remitted to the union by employers bound to the Formwork Agreement in the normal course. The union shall forward all monies to the OFA, which shall distribute the appropriate amount to the London Association.
5. The parties agree that the arrangement above shall continue in perpetuity until modified by the agreement of both parties.

Dated this 19 day of MAY, 2017


for the Ontario Formwork Association


Dennis Cartwright
Print Name


for the London & District Concrete Forming Association


Leo SIMAS
Print Name

APPENDIX 11 TO SCHEDULE "E"

APPLICABLE TO LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 1089 – SARNIA

The following Articles apply to members of Local 1089 when any of the Employers:

- (a) perform work within the territorial jurisdiction of Local 1089; and
- (b) hire members of Local 1089

ARTICLE 1 - CROSSOVER CLAUSE

1.01 Should the Employer perform any work falling within the following listed collective agreements, then the Employer shall perform such work in accordance with the applicable collective agreement:

- (a) **"The Local 1089 Roadbuilding/Sewer and Watermain Collective Agreement"**
- (b) **"The Utilities Agreement"** being a Collective Agreement between the Utility Contractors' Association of Ontario and Labourers' International Union of North America, Ontario Provincial District Council and its affiliated Local Unions.
- (c) **"Demolition Agreement"** being a Collective Agreement between the Ontario Association of Demolition Contractors Inc. and Labourers' International Union of North America, Ontario Provincial District Council, on behalf of its affiliated Local Unions as far as it applies to the geographic jurisdiction of Local 1089.

ARTICLE 2 - HIRING OF EMPLOYEES

2.01 The Employer agrees to call the Local Union for its supply of men. All employees shall present to the Employer a referral slip from the Union prior to commencing employment.

2.02 It is understood that if the Local Union is unable to provide qualified and competent workmen (employees) within forty-eight (48) hours, the Employer is free to hire such labour as is available, but hiring date, name and address is to be given to the Union by phone before hiring, and as a condition of employment shall become a member in good standing in the Union within forty-five (45) days which shall not be withheld by the Union.

2.03 In recognition of the Employer's need for competent and capable employees, the Union agrees that the Employer has the right to call the Union office and request any unemployed Union member. The Union will comply with this request if the member is available and has been employed by the Employer within the previous twelve (12) months. Therefore, the Union recognizes the Employer's right to recall their regular employees after a layoff. The Union also agrees that it shall issue referral slips to these employees hired by the Employer. Such persons must obtain a referral slip from the Union prior to commencing employment and the Union agrees to provide the employer before the new employee starts to work copies of all safety/training certificates for such person if the Employer requests.

2.04 The Union agrees that the discharge of a probationary employee referred to in Article 16.01 Group "A" will not be grieved unless the employee was discharged for exercising the employee's rights under this Agreement, the *Labour Relations Act*, the *Employment Standards Act 1974*, or the *Occupational Health and Safety Act 1978*.

2.05 An employee shall be deemed to be laid off if an R.O.E. is issued, the employee is off work continuously for more than five continuous working days or seven (7) calendar days. Vacation periods and layoffs between December 20th and January 15th shall be excluded. An employee shall be required to obtain a referral slip from the Union before returning to work.

ARTICLE 3 – COFFEE AND LUNCH BREAKS

3.01 Coffee or work breaks will be recognized on all projects during working hours. There will be one (1) break in the first half and another in the second half of each shift. The time of these breaks will be determined by the project superintendent or job foreman, and not more than fifteen (15) minutes duration.

3.02 It is understood that no employee shall be required to work more than five (5) consecutive hours without a lunch break except during special times such as concrete pours. It is understood that the Employer has the right to determine when employees shall take their lunch break subject to Article 3.04.

3.03 Employees will be given a ten (10) minute work break with pay at 5:00 p.m. should they be required to work after 6:00 p.m. At no time shall the employee work past 6:00 p.m. without receiving this ten (10) minute break.

3.04 Any employee required to work more than five (5) hours after the employee commences work without a lunch break, shall be paid all time spent at work and will be given the employee's half ($\frac{1}{2}$) hour lunch break with pay, no later than seven (7) hours after commencing work.

ARTICLE 4 - CONTRACTING OUT

4.01 The Employer agrees not to subcontract or contract work falling within the scope of this Agreement to Employers other than to those who are bound to this Collective Agreement or the Collective Agreements in Article 1.01, with the exception of cement finishing for single floor residential projects (when the Union cannot supply competent/qualified cement finishers), rodwork and contracting of layout with total station are excluded from this Article.

4.02 The Employer agrees to subcontract or purchase precast concrete products from manufacturers or employers in contractual relations with the Union. The Employer

agrees to contact the Union should it have any difficulty complying with this clause. The Employer agrees that the installation of precast products is covered by this Agreement including the welding and caulking of same.

4.03 The Employer agrees that all concrete pumping will be performed by employers bound to this agreement. The Union agrees to provide a list of signatory companies.

4.04 The Employer agrees to subcontract or contract the waterproofing to Employers who are in contractual relations with the Union on ICI and highrise residential.

ARTICLE 5 - SAFETY WORK BOOTS ALLOWANCE

5.01 The Employer agrees to reimburse employees for safety boots, after every four (4) months of employment for the Employer, and layoffs for periods of less than one (1) month shall not affect an employee's entitlement for reimbursement.

5.02 Reimbursement of safety boots is limited to twice per year and the year runs from May 1st to April 30th. The employee must provide the Employer with an original receipt for same and notwithstanding the amount of the receipt, one hundred and fifty dollars (\$150.00) shall be paid. Such payment is an expense for the Employer and will not be included as income for the employee or be included on the employee's T4.

ARTICLE 6 - REPORTING ALLOWANCE

6.01 An employee, who reports for work at the Employer's jobsite, assembly point or yard, unless directed not to report by the employee's Employer, and for whom no work is available for any reason, shall receive a minimum of one (1) hour reporting pay and shall remain for one (1) hour at the site if requested to do so by the foreman. In the event the employee commences work and such work ceases for any reason, then the employee shall be paid a minimum of one (1) hour at the employee's normal hourly rate. An employee that is requested to and volunteers to work in inclement weather conditions shall be paid a minimum of two (2) hours wages. If an employee starts to

work and the weather subsequently becomes inclement and the employee continues to work when asked shall be entitled to the two (2) hours. However, in the event that an employee reports for work and is unable to work due to inclement weather, the employee shall not be required to work and shall be paid one (1) hour reporting time. However, in such circumstances it is understood that the employee will remain on the project if requested by the foreman and it is agreed that common sense shall prevail.

6.02 An employee, who reports for work at the Employer's jobsite which is outside the forty (40) km free travel zone as spelled out in Article 10 unless directed not to report by the employee's Employer, and for whom no work is available for any reason shall receive a minimum of two (2) hours reporting pay and shall remain for two (2) hours at the site if requested to do so by the foreman. In the event the employee commences work and such work ceases for any reason, then the employee shall be paid a minimum of two (2) hours at the employee's normal hourly rate. However, in the event that an employee reports for work and is unable to work due to inclement weather, the employee shall not be required to work due to inclement weather, and shall be paid two (2) hours reporting time. However, in such circumstances it is understood that the employee will remain on the project if requested by the foreman and it is agreed that common sense shall prevail.

6.03 Article 6.02 DOES NOT apply to anyone who resides within the twenty- five (25) km free travel zone, in Article 10; such employee shall come under the one (1) hour show up clause.

6.04 Employees who leave the assembly point and due to inclement weather or poor road conditions are unable to report to the jobsite shall in addition to Article 6.01 be paid the mileage allowance as set out in Article 10. The applicable mileage shall be based on the actual zone where the employees travelled to.

ARTICLE 7- STATUTORY HOLIDAYS

7.01 The following days are recognized by the Employer as statutory holidays for employees:

| | |
|-------------------|---------------------------------|
| a) New Year's Day | e) Labour Day |
| b) Good Friday | f) Thanksgiving Day |
| c) Victoria Day | g) Christmas Day |
| d) Dominion Day | h) Boxing Day |
| i) Family Day | j) Truth and Reconciliation Day |

Any other holiday proclaimed by the relevant government is to be a paid statutory holiday. If any of the above holidays fall on a Saturday or Sunday, such holidays shall be observed on the day or days immediately preceding or following the weekend.

ARTICLE 8 - PRE-JOB CONFERENCE

8.01 Where the Employer is to perform work covered by this Agreement, on a project within the territorial jurisdiction of Labourers' International Union of North America, Local 1089, a representative of the Union may request a pre-job conference, prior to commencing such work, in order to discuss among other things, the employment of persons at the project.

ARTICLE 9 - IRREGULAR START TIMES

9.01

- (i) Employees who commence work between 6:00 a.m. and 11:59 a.m. Monday to Friday, shall be paid in accordance with Article 16.
- (ii) Employees who commence work between 12:00 noon and 5:59 p.m. Monday to Friday, shall be paid regular rates of pay plus fifty cents (\$0.50) per hour.

(iii) Employees who commence work between 6:00 p.m. and 6:00 a.m. Monday to Friday, shall be paid regular rates of pay plus seventy-five (\$0.75) per hour.

All hours worked before 12:01 a.m. Monday morning and after 11:59 p.m. Friday night, shall be paid in accordance with Article 16.

(iv) A new employee hired in conformity with Article 2 shall be paid the same irregular starting times premiums as the crew the employee is dispatched to work on for that day.

ARTICLE 10 - TRAVEL, ROOM AND BOARD

10.01 WORK ZONES

(a) **Zone A** - Forty (40) km radius from Sarnia City Hall.

(b) **Zone B** - Forty (40) km to sixty (60) km from Sarnia City Hall.

(c) **Zone C** - Sixty (60) km to one hundred and twenty (120) km from Sarnia City Hall.

(d) **Zone D** - One hundred and twenty (120) km and one hundred and fifty (150) km from Sarnia City Hall.

(e) **Zone E** - One hundred and fifty (150) km from Sarnia City Hall.

10.02 The Employer agrees to pay mileage on the following basis:

WORK ZONES

(a) **Zone A** - No Mileage paid.

(b) **Zone B**

Effective May 20, - 2022 twenty-four dollars (\$24.00)

Effective May 1, 2023 twenty-seven dollars (\$27.00)

Effective May 1, 2024 thirty dollars (\$30.00)

(c) **Zone C**

Effective May 20, 2022 thirty-five dollars (\$35.00)

Effective May 1, 2023 thirty-eight dollars (\$38.00)

Effective May 1, 2024 forty-one dollars (\$41.00)

(d) **Zone D**

Effective May 20, 2022 forty-six dollars (\$46.00)

Effective May 1, 2023 forty-nine dollars (\$49.00)

Effective May 1, 2024 fifty-two dollars (\$52.00)

(e) **Zone E**

Effective May 20, 2022 fifty-seven dollars (\$57.00)

Effective May 1, 2023 sixty dollars (\$60.00)

Effective May 1, 2024 sixty-three dollars (\$63.00)

The Board allowance for Zone E (considered lodging) shall be paid for all daily trips to projects North of Highway 26 or East of Highway 400.

10.03 It is agreed between the parties hereto that for work outside the forty (40) kilometer free travel zone, there shall be a twenty-five (25) kilometer project free zone radius, and any employee residing in this twenty-five (25) kilometer project free zone will report to work as required at no cost to the Employer.

10.04 Where an employee who is normally employed by the Employer in the Sarnia area is required to work out of Sarnia and is unable to return home each night, the employee shall choose between suitable lodging by the Employer or effective May 1, 2012 be paid at the rate of one hundred and nineteen (\$119.00) per day.

10.05 The centre of the radius as set out in this article may be amended from "Sarnia City Hall" to "(Employer's yard)" if such yard is located outside Zone A, but within the geographic area of the Collective Agreement. There can be only one free travel zone centre point for a specific Employer during the terms of the Collective Agreement.

ARTICLE 11 - SWING STAGE

11.01 Employees required to perform work off a swing stage, bosun chair or performing work while suspended (excluding fixed scaffolds), shall be paid an additional one dollar and fifty cents (\$1.50) per hour above the regularly-paid hourly rate.

An employee required to climb tower cranes in the erection, dismantling or maintenance of same, will be paid an additional one dollar and fifty cents (\$1.50) per hour above the regularly-paid hourly rate.

No premium will be paid for heights less than twenty (20) feet above ground level.

ARTICLE 12 - WELFARE, TRAINING AND PENSION CONTRIBUTIONS, UNION DUES REMITTANCES

12.01 The Employer agrees to contribute for each hour worked by the employees covered by this Agreement to the LIUNA Local 1089 Benefit Trust Fund, the Labourers'

Pension Fund of Central and Eastern Canada, the Local 1089 Training Trust Fund, the Tri-Fund or their designated alternatives, the amounts set out in Article 16.

12.02 The Employer agrees to deduct from each employee covered by the terms of this Agreement, Local Union working dues and they shall be remitted to the Secretary-Treasurer of Local 1089 in the amount as set out in Article 16.

12.03 The Employer agrees to deduct the amounts set out in Article 16 for OPDC working dues for each hour worked by the employees covered by this Agreement, payable to L.I.U.N.A. Ontario Provincial District Council.

12.04 Any Provincial or Federal taxes required to be paid by the Employer on contributions for pension, welfare and training, are not included in the specified amounts as set out in this Collective Agreement.

12.05 Where a Board of Arbitration rules that an employer has failed to make contributions or remittances as set out in this Article in the amount and within the set time, without reasonable excuse, a Board of Arbitration in addition to its authority under the *Labour Relations Act* shall have and exercise the power to award legal costs, and the costs of the arbitration against such an Employer for arbitrations arising from the Employer's non-compliance of the above-mentioned articles.

12.06 RSP Pension

The Employer agrees to deduct one dollar and seventy-five (\$1.75) per hour worked on a weekly basis, from each employee's weekly gross wages, payable to a Group RSP, as directed in writing by Local 1089. Such monies shall be remitted to Local 1089.

12.07 Local 1089, within thirty (30) days' written notice, may amend the amount of contributions for pension, welfare or training, but any such adjustment shall not affect the total wage package.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

13.01 Regular Hours

The regular hours of work for employees engaged in work covered by this Agreement shall consist of not more than forty-four (44) hours per week, excluding lunch periods and traveling time to and from the job.

Overtime

All employees that perform in excess of forty-four (44) hours per week or nine (9) hours per day, will be paid at the rate of one and a half ($1\frac{1}{2}$) times the applicable wage rates and shall not be compounded with overtime paid over forty-four (44) hours per week. Truck Drivers, Boom Truck Operator, Pump Truck Operator shall be forty-four (44) hours per week or ten (10) hours per day for duration of Agreement.

Saturdays

Work performed on Saturdays shall be paid for at the rate of time and one-half ($1\frac{1}{2}$). The Employer will not discriminate against any employee because of the employee's failure to work on Saturdays.

Sundays and Statutory Holidays

All work performed on Sundays and Statutory Holidays shall be paid at the rate of double the employee's regular hourly rate.

13.02 Any employee working in the capacity of floor finisher who commences work before 12:00 Noon of any day shall only receive the overtime premium after the employee has completed eight (8) hours of work, notwithstanding the overtime provisions of this Agreement.

ARTICLE 14 - VACATION AND STATUTORY HOLIDAY PAY

14.01 An employee shall receive a vacation and holiday pay allowance of eight percent (8%) of the employee's earnings on the basis of four percent (4%) being allocated to vacation pay and four percent (4%) being allocated in lieu of payment for those holidays listed in Article 7 hereof. Vacation and Statutory Holiday Pay allowances will be paid weekly.

It is understood that two (2) weeks' vacation may be taken, exclusive of Statutory Holidays, unless other arrangements are made between the Employer and the employee.

An employee may request that such vacation time be taken together and not split into smaller time periods. The Employer shall comply with an employee's request for vacation time with a reasonable period of notice.

It is further understood that the employee's vacation period shall be mutually agreed to by the Employer and the employee.

Additional statutory holidays in accordance with Article 7.01 shall not increase the overall payment in this Article above eight percent (8%).

ARTICLE 15 - MILEAGE

15.01 For work more than forty (40) km from Sarnia City Hall, the Employer will pay the employee who reports to work, mileage at the rate of, effective May 20, 2022 fifty-eight (\$0.58) per km, to and from Sarnia City Hall to the jobsite.

It is agreed between the parties hereto that for work more than forty (40) km from Sarnia City Hall there shall be a twenty-five (25) km project free travel zone radius from such work and any employee residing in this twenty-five (25) km project free zone will report to work as required at no cost to the Employer. For all km more than the twenty-

five (25) km zone the Employer shall pay mileage as set out in Article 15.01 a) from the employee's residence to and from such project.

15.02 In all cases the Employer when supplying transportation such transportation must be deemed suitable for passengers by the Ministry of Transportation and all equipment and all materials shall be secured and be kept separate from employees.

Should the Employer not provide transportation in conformity with this clause, then the employee has the option of providing the employee's own transportation and be paid in accordance with Article 15.01 above.

15.03 An employee required to drive an Employer's vehicle primarily to transport other employees from the Employer's designated assembly point or yard to and from jobsites outside Zone A shall be paid the applicable mileage both ways. An employee allowed to drive the vehicle for any other purpose is excluded from this requirement.

15.04 The Employer agrees to pay employees a parking reimbursement of up to fifteen dollars (\$15.00) per day effective May 1, 2022, whenever parking is not provided by the employer. Daily parking reimbursement will not be paid where the employer has made arrangements for parking on or off site. The employee must provide a receipt for payment.

ARTICLE 16 - CLASSIFICATIONS/WAGE SCHEDULE

16.01 The following classifications and wage schedules shall apply to all employees engaged on concrete forming and finishing construction with the exception of work covered by 16.02.

GROUP A – RODMAN, FORM HELPERS, LABOURERS, CONCRETE WORKERS, TRUCK DRIVERS

| Effective Date | Hourly Rate | 8% V.H. Pay | Welfare | Pension | Sch. Fund | Ret. Fund | Train. | Tri-Fund | Total Pkg. | Work Dues | Ind. Fund | OPDC |
|---|-------------|-------------|---------|---------|-----------|-----------|--------|----------|------------|-----------|-----------|------|
| May 1, 2021 | 32.69 | 2.61 | 2.85 | 6.15 | | | 0.60 | 0.05 | 45.08 | 1.35 | 0.18 | 0.40 |
| May 20, 2022 | 34.26 | 2.74 | 2.95 | 6.45 | 0.02 | 0.01 | 0.60 | 0.05 | 47.08 | 1.41 | 0.15 | 0.40 |
| May 1, 2023 | 35.69 | 2.86 | 1.05 | 6.75 | 0.02 | 0.01 | 0.65 | 0.05 | 49.08 | 1.47 | 0.15 | 0.40 |
| May 1, 2024 | 37.82 | 3.03 | 3.15 | 7.05 | 0.02 | 0.01 | 0.70 | 0.05 | 51.83 | 1.55 | 0.15 | 0.40 |
| Vacation Pay: Eight percent (8%) of gross wages shall be paid weekly/bi-weekly to the employee. | | | | | | | | | | | | |

GROUP B – FORM BUILDERS, FORM SETTERS, CEMENT FINISHERS, CARPENTERS, BOOM TRUCK OPERATORS (ALL CAPACITIES), LAYOUT PERSONS, CRANE SIGNALMAN-SWAMPER, MAN/MATERIAL LIFT PERSON

| Effective Date | Hourly Rate | 8% V.H. Pay | Welfare | Pension | Sch. Fund | Ret. Fund | Train. | Tri-Fund | Total Pkg. | Work Dues | Ind. Fund | OPDC |
|---|-------------|-------------|---------|---------|-----------|-----------|--------|----------|------------|-----------|-----------|------|
| May 1, 2021 | 33.68 | 2.70 | 2.85 | 6.15 | | | 0.60 | 0.05 | 46.16 | 1.38 | 0.18 | 0.40 |
| May 20, 2022 | 35.26 | 2.82 | 2.95 | 6.45 | 0.02 | 0.01 | 0.60 | 0.05 | 48.16 | 1.45 | 0.15 | 0.40 |
| May 1, 2023 | 36.69 | 2.94 | 3.05 | 6.75 | 0.02 | 0.01 | 0.65 | 0.05 | 50.16 | 1.51 | 0.15 | 0.40 |
| May 1, 2024 | 39.29 | 3.14 | 3.15 | 7.05 | 0.02 | 0.01 | 0.70 | 0.05 | 53.41 | 1.60 | 0.15 | 0.40 |
| Vacation Pay: Eight percent (8%) of gross wages shall be paid weekly/bi-weekly to the employee. | | | | | | | | | | | | |

GROUP C - WORKING FOREPERSON (CEMENT FINISHER), PUMP TRUCK OPERATOR

| Effective Date | Hourly Rate | 8% V.H. Pay | Welfare | Pension | Sch. Fund | Ret. Fund | Train. | Tri-Fund | Total Pkg. | Work Dues | Ind. Fund | OPDC |
|---|-------------|-------------|---------|---------|-----------|-----------|--------|----------|------------|-----------|-----------|------|
| May 1, 2021 | 36.56 | 2.92 | 2.85 | 6.15 | | | 0.60 | 0.05 | 49.26 | 1.47 | 0.18 | 0.40 |
| May 20, 2022 | 38.13 | 3.05 | 2.95 | 6.45 | 0.02 | 0.01 | 0.60 | 0.05 | 51.26 | 1.54 | 0.15 | 0.40 |
| May 1, 2023 | 39.56 | 3.17 | 3.05 | 6.75 | 0.02 | 0.01 | 0.65 | 0.05 | 53.26 | 1.6 | 0.15 | 0.40 |
| May 1, 2024 | 42.16 | 3.37 | 3.15 | 7.05 | 0.02 | 0.01 | 0.70 | 0.05 | 56.51 | 1.69 | 0.15 | 0.40 |
| Vacation Pay: Eight percent (8%) of gross wages shall be paid weekly/bi-weekly to the employee. | | | | | | | | | | | | |

GROUP D - WORKING FOREPERSON (FORM SETTER), LAYOUT PERSON

| Effective Date | Hourly Rate | 8% V.H. Pay | Welfare | Pension | Sch. Fund | Ret. Fund | Train. | Tri-Fund | Total Pkg. | Work Dues | Ind. Fund | OPDC |
|---|-------------|-------------|---------|---------|-----------|-----------|--------|----------|------------|-----------|-----------|------|
| May 1, 2021 | 37.07 | 2.97 | 2.85 | 6.15 | | | 0.60 | 0.05 | 49.82 | 1.49 | 0.18 | 0.40 |
| May 20, 2022 | 38.65 | 3.09 | 2.95 | 6.45 | 0.02 | 0.01 | 0.60 | 0.05 | 51.82 | 1.36 | 0.15 | 0.40 |
| May 1, 2023 | 40.08 | 3.21 | 3.05 | 6.75 | 0.02 | 0.01 | 0.65 | 0.05 | 53.82 | 1.62 | 0.15 | 0.40 |
| May 1, 2024 | 42.68 | 3.41 | 3.15 | 7.05 | 0.02 | 0.01 | 0.70 | 0.05 | 57.07 | 1.71 | 0.15 | 0.40 |
| Vacation Pay: Eight percent (8%) of gross wages shall be paid weekly/bi-weekly to the employee. | | | | | | | | | | | | |

16.02 The following schedule and hourly wage rates shall apply to agricultural and lowrise residential projects (townhouse, single family, row house) of one (1) floor of concrete structure.

GROUP A - RODMAN, FORM HELPERS, LABOURERS, CONCRETE WORKERS, TRUCK DRIVERS, CRANE SIGNALMAN-SWAMPER

| Effective Date | Hourly Rate | 8% V.H. Pay | Welfare | Pension | Sch. Fund | Ret. Fund | Train. | Tri-Fund | Total Pkg. | Work Dues | Ind. Fund | OPDC |
|---|-------------|-------------|---------|---------|-----------|-----------|--------|----------|------------|-----------|-----------|------|
| May 1, 2021 | 25.43 | 2.03 | 2.85 | 6.15 | | | 0.60 | 0.05 | 37.24 | 1.11 | 0.18 | 0.40 |
| May 20, 2022 | 27.00 | 2.16 | 2.95 | 6.45 | 0.02 | 0.01 | 0.60 | 0.05 | 39.24 | 1.18 | 0.15 | 0.40 |
| May 1, 2023 | 28.43 | 2.28 | 3.05 | 6.75 | 0.02 | 0.01 | 0.65 | 0.05 | 41.24 | 1.24 | 0.15 | 0.40 |
| May 1, 2024 | 30.56 | 2.45 | 3.15 | 7.05 | 0.02 | 0.01 | 0.70 | 0.05 | 43.99 | 1.32 | 0.15 | 0.40 |
| Vacation Pay: Eight percent (8%) of gross wages shall be paid weekly/bi-weekly to the employee. | | | | | | | | | | | | |

GROUP B - FORM BUILDERS, FORM SETTERS, CEMENT FINISHERS, CARPENTERS, BOOM TRUCK OPERATORS (ALL CAPACITIES)

| Effective Date | Hourly Rate | 8% V.H. Pay | Welfare | Pension | Sch. Fund | Ret. Fund | Train. | Tri-Fund | Total Pkg. | Work Dues | Ind. Fund | OPDC |
|---|-------------|-------------|---------|---------|-----------|-----------|--------|----------|------------|-----------|-----------|------|
| May 1, 2021 | 26.66 | 2.13 | 2.85 | 6.15 | | | 0.60 | 0.05 | 38.57 | 1.15 | 0.15 | 0.40 |
| May 20, 2022 | 28.23 | 2.26 | 2.95 | 6.45 | 0.02 | 0.01 | 0.60 | 0.05 | 40.57 | 1.22 | 0.15 | 0.40 |
| May 1, 2023 | 29.67 | 2.37 | 3.05 | 6.75 | 0.02 | 0.01 | 0.65 | 0.05 | 42.57 | 1.28 | 0.15 | 0.40 |
| May 1, 2024 | 32.26 | 2.58 | 3.15 | 7.05 | 0.02 | 0.01 | 0.70 | 0.05 | 45.82 | 1.38 | 0.15 | 0.40 |
| Vacation Pay: Eight percent (8%) of gross wages shall be paid weekly/bi-weekly to the employee. | | | | | | | | | | | | |

GROUP C – WORKING FOREPERSON (CEMENT FINISHER)

| Effective Date | Hourly Rate | 8% V.H. Pay | Welfare | Pension | Sch. Fund | Ret. Fund | Train. | Tri-Fund | Total Pkg. | Work Dues | Ind. Fund | OPDC |
|---|-------------|-------------|---------|---------|-----------|-----------|--------|----------|------------|-----------|-----------|------|
| May 1, 2021 | 27.58 | 2.21 | 2.85 | 6.15 | | | 0.60 | 0.05 | 39.57 | 1.18 | 0.15 | 0.40 |
| May 20, 2022 | 29.16 | 2.33 | 2.95 | 6.45 | 0.02 | 0.01 | 0.60 | 0.05 | 41.57 | 1.25 | 0.15 | 0.40 |
| May 1, 2023 | 30.59 | 2.45 | 3.05 | 6.75 | 0.02 | 0.01 | 0.65 | 0.05 | 43.57 | 1.31 | 0.15 | 0.40 |
| May 1, 2024 | 33.18 | 2.66 | 3.15 | 7.05 | 0.02 | 0.01 | 0.70 | 0.05 | 46.82 | 1.41 | 0.15 | 0.40 |
| Vacation Pay: Eight percent (8%) of gross wages shall be paid weekly/bi-weekly to the employee. | | | | | | | | | | | | |

GROUP D – WORKING FOREPERSON (FORM SETTER)

| Effective Date | Hourly Rate | 8% V.H. Pay | Welfare | Pension | Sch. Fund | Ret. Fund | Train. | Tri-Fund | Total Pkg. | Work Dues | Ind. Fund | OPDC |
|---|-------------|-------------|---------|---------|-----------|-----------|--------|----------|------------|-----------|-----------|------|
| May 1, 2021 | 28.19 | 2.26 | 2.85 | 6.15 | | | 0.60 | 0.05 | 40.23 | 1.20 | 0.18 | 0.40 |
| May 20, 2022 | 29.77 | 2.38 | 2.95 | 6.45 | 0.02 | 0.01 | 0.60 | 0.05 | 42.23 | 1.27 | 0.15 | 0.40 |
| May 1, 2023 | 31.20 | 2.50 | 3.05 | 6.75 | 0.02 | 0.01 | 0.65 | 0.05 | 44.23 | 1.33 | 0.15 | 0.40 |
| May 1, 2024 | 33.80 | 2.70 | 3.15 | 7.05 | 0.02 | 0.01 | 0.70 | 0.05 | 47.48 | 1.42 | 0.15 | 0.40 |
| Vacation Pay: Eight percent (8%) of gross wages shall be paid weekly/bi-weekly to the employee. | | | | | | | | | | | | |

NB:

Every project or jobsite shall have a Forming Foreperson / Crew Leader responsible for the workers at such location. Persons covered by the Collective Agreement other than a Foreperson/Crew Leader shall not be responsible in any way for other workers other than as required by statute.

16.03 The hourly rate for a foreman whose crew including himself is eight (8) or greater shall be three dollars (\$3.00) per hour above Group C, effective May 6, 2013 three dollars and fifty cents (\$3.50), effective September 2, 2013 four dollars (\$4.00), effective April 28, 2014 five dollars (\$5.00) and effective May 4, 2015 six dollars (\$6.00)

RRSP: Amounts shall be deducted and remitted to Local 1089 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.

NB: Every project or jobsite shall have a Forming Foreperson / Crew Leader responsible for the workers at such location. Persons covered by the Collective Agreement other than a Foreperson/Crew Leader shall not be responsible in any way for other workers other than as required by statute.

16.03 The hourly rate for a foreman whose crew including himself is eight (8) or greater shall be three dollars (\$3.00) per hour above Group C.

ARTICLE 17 - UNION STEWARD

17.01 If the Employer has no Steward employed at the time of a rehiring or hiring of new employees, a Steward previously employed by the Employer and laid off shall be one (1) of the first three (3) persons hired under Classifications A, B and C, if competent to perform the available work. Foremen, truck drivers and layout persons rehired are not considered as part of the three (3) persons referred to above.

17.02 Notwithstanding Master Portion Article 8, Local 1089 can appoint a minimum of one chief steward for the employer. The Union may also appoint a job steward for any project employing a minimum of ten (10) members and lasting at least thirty (30) calendar days. The Union agrees there will not be more than one job steward per project. A chief steward shall be appointed by the Local Union where the employer's home base is located.

ARTICLE 18 - MULTIPLE RATES

18.01 Employees temporarily transferred to a lower classification of work (for one [1] week's duration or less), will not have their hourly rate reduced.

18.02 If an employee works more than fifty percent (50%) of each week on a higher rate job than the employee's regular classification, the employee will be paid the higher rate for that period of time that the employee worked in the higher classification. Employees temporarily transferred to a lower classification of work (for one (1) week's duration or less), will not have their hourly rate reduced.

ARTICLE 19 - INDUSTRY FUND

19.01

- (a) The Employers agree to contribute fifteen cents (\$0.15) per hour for each hour worked by all employees covered by this Agreement to the Industry Fund.
- (b) The Employers agree to contribute five cents (\$0.05) per hour for each hour worked by all employees covered by this Agreement towards an Industry Liaison Fund.

19.02

- (a) The Employers agree to remit the contribution required under Article 19.01 hereof to the Union not later than the fifteenth (15th) day of the month following the month for which the contribution is due.
- (b) It is agreed that Employers shall use the Welfare Contribution Form (or such other form as is specified by the Union or any one of the Local Unions to which Schedule "E" applies) for the calculation and remittance of the Industry Fund contribution.
- (c) The Union or its Administrator will provide monthly reports to the Association outlining the name of the Employer, the hours worked and the amount paid. In the event no such contributions are received, the Union shall forward a "Nil" report to the Association.

(d) The Union agrees to use its grievance procedures to collect Industry Fund contributions, where applicable, for work performed under this Schedule.

19.03 The Union agrees that these sums, which represent each Employer's contribution to the cost of negotiating and administering this Agreement, shall be forwarded to the Association on a monthly basis.

19.04 The Association agrees to notify the Union of any changes in the Industry Fund.

ARTICLE 20 - APPRENTICE PROGRAMS

20.01 The Apprentice Program including any plan and amendments thereto agreed to by the High Rise/ICI and Low Rise Concrete Forming, Formsetter/Cement Finisher/Layout Person/Local Apprenticeship Committee shall be incorporated in their entirety into and form part of this Agreement, as if an original part thereto. An apprentice that has had his/her contract cancelled by the Local Apprenticeship Committee (LAC) and upon written notice of same by the local union the employer shall immediately discharge from employment that employee/apprentice.

ARTICLE 21 - INDUSTRY GRADING AND RETRAINING

21.01 All Employees are required to obtain the following certificates within six (6) months from the date of employment:

- Standard First Aid
- Introduction to *Occupational Health and Safety Act*
- Propane Handling, Storage and Use
- Cranes, Hoisting and Rigging
- Working at Heights (WAH)
- Confined Space

This requirement is contingent on the availability of the classes being provided by the Labourers' International Union of North America, Local 1089 Training Trust Fund.

ARTICLE 22 – SAFETY

22.01 The Association and the Union agree to discuss new language to ensure each and every Employee receives the necessary training to ensure the employee's safety while at the work place. The Parties will meet to develop such language at the call of either party.

22.02 Association and the Union agree safety is an important issue and in this respect may agree to develop language dealing with employees who have been suspended from work as a result of a progressive disciplinary system for failing to abide by the *Occupational Health and Safety Act* and the Employer's health and safety policy. The Parties will meet to discuss such language at the call of either party.

22.03 The Association and the Union agree to meet and discuss language that will address the Employer's concerns regarding the loss of safety harnesses.

ARTICLE 23 – MAINTENANCE OF TERMS AND CONDITIONS FOR TRAVELLING

23.01 It is understood that when the Employer is not bound to this Agreement outside the geographical area of this Appendix 10 and requires an employee to work outside the geographical area covered by this Appendix, the Employer will maintain all terms and conditions of this Appendix, including the rate of wages, hours of work and fringe benefits for such employee, including, and without limiting, the generality of the foregoing, welfare, pension, vacation and statutory holiday pay and training as provided herein.

SCHEDULE "F"

PENSION, WELFARE, TRAINING AND VACATION PAY CONTRIBUTIONS

This Schedule sets out the names addresses, and contributing payments of all Trust Funds.

A) INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

1. Pension, Welfare, Training

a) Make cheques for all Funds payable to:

I.U.O.E. Local 793 Benefit Fund.

b) Mail to: I.U.O.E. Local 793 Benefit Trust
2245 Speers Road
Oakville, ON L6L 6X8

B) LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCALS: 183, 493, 506, 527, 607, 625, 837, 1036, 1059, 1089

1. Pension for all Locals:

Fund: The Labourers' Pension Fund of Central and Eastern Canada

Make cheque payable to:

The Labourers' Pension Fund of Central and Eastern Canada

Mail to: The Labourers' Pension Fund of Central and Eastern Canada
P.O. Box 9002, Lakeshore West PO
Oakville, ON L6K 0G1

2. Welfare, Training and Vacation Pay:

a) **Local 183; Local 183 Eastern Office; Local 183 West; Local 183 Kingston:**

Welfare: Labourers' Local 183 Members' Benefit Trust Fund

Training: L.I.U.N.A Local 183 Training & Rehabilitation Trust Fund

Vacation Pay:

Labourers' International Union of North America, Local 183 Members' Holiday and Vacation Pay Fund

Make cheques for all Funds payable to:

Local 183 Trust Administration

Mail to: Benefit Plan Administrators Limited
P.O. Box 3071, Station A
Mississauga, ON L5A 3A4

b) **Local 493:**

Welfare: Labourers Local 493 Welfare Trust Fund

Make cheque payable to:

Labourers Local 493 Welfare Trust Fund

Mail to: Labourers Local 493 Welfare Trust Fund
584 Clinton Avenue,
Sudbury, ON P3B 2T2

Training: Labourers Local 493 Welfare Trust Fund

Make cheque payable to:

Labourers Local 493 Welfare Trust Fund

Mail to: Labourers Local 493 Welfare Trust Fund
584 Clinton Avenue,
Sudbury, ON P3B 2T2

c) Local 506:

Welfare & Training:

Local 506 (Construction Division) Employee Benefit Trust

Make cheque payable to:

Local 506 (Construction Division) Employee Benefit Trust

Mail to: Local 506 (Const. Div.)
c/o The Royal Bank of Canada
P.O. Box 9252, Station A
Toronto, ON M5W 3M1

d) Local 527:

Welfare, Vacation Pay and Training:

L.I.U.N.A. Local 527 Benefit Fund

Make cheque payable to:

L.I.U.N.A. Local 527 Benefit Trust Fund

Mail to: L.I.U.N.A. Local 527
6 Corvus Court, Ottawa, ON K2E 7Z4

e) Local 607:

Welfare:

Make cheque payable to:

Labourers' Multi-Local Welfare Trust Fund of Ontario Global Benefits

Mail to: 88 St Regis Crescent South
Toronto, ON M3J 1Y8

Training Fund:

Make cheque payable to:

Construction and Allied Workers Local Union 607 Training and Education Fund

Mail to: 703 Balmoral St
Thunder Bay, ON P7C 5V3

f) Local 625:

Welfare: Trustees of the L.I.U.N.A. Ontario Participating Locals
1981 Benefit Trust

Make cheque payable to:

L.I.U.N.A. Ontario Participating Locals 1981 Benefit Trust

Mail to: The Royal Bank of Canada
P. O. Box 9380
Toronto, ON M5W 3M2

Training: The L.I.U.N.A. Local 625 Training Fund

Make cheque payable to:

L.I.U.N.A. Local 625

Mail to: L.I.U.N.A. Local 625
4320 Seminole Street
Windsor, ON N8Y 1Z7

g) Local 837:

Welfare: L.I.U.N.A. Local 837 Welfare Fund

Make cheque payable to:

Trustees of the Welfare Fund, L.I.U.N.A. Local 837

Mail to: Trustees of the Welfare Fund
L.I.U.N.A. Local 837
44 Hughson Street South
Hamilton, ON L8N 2A7

Training: Labourers' Local 837 Training Trust Fund

Make cheque payable to:

L.I.U.N.A. Local 837 Training Fund

Mail to: L.I.U.N.A. Local 837 Training Fund
44 Hughson Street South
Hamilton, ON L8N 2A7

h) Local 1036:

Welfare: Labourers' Local (1036) Employees Benefit Trust Fund

Make cheque payable to:

The Canadian Imperial Bank of Commerce

Mail to: Labourers' Local (1036) Employee Benefit Trust Fund
c/o Canadian Imperial Bank of Commerce
109 Gore Street
Sault Ste. Marie, ON P6A 1L9

Training: L.I.U.N.A. Participating Locals Training and Rehabilitation Fund

Make cheque payable to:

L.I.U.N.A. Participating Locals Training and Rehabilitation Fund

Mail to: L.I.U.N.A. Participating Locals Training and Rehabilitation Fund
P.O. Box 40, Station "Q"
Toronto, ON M4T 2L7

i) Local 1059:

Welfare: L.I.U.N.A. Local 1059 Benefit Trust

Make cheque payable to:

L.I.U.N.A. Local 1059 Benefit Trust

Mail to: Global Benefit Plan Consultants
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Training: The L.I.U.N.A. Local 1059 Training Trust Fund

Make cheque payable to:

The L.I.U.N.A. Local 1059 Training Trust Fund

Mail to: L.I.U.N.A. Local 1059
56 Firestone Boulevard
London, ON L5W 5L4

j) Local 1089:

Welfare: Labourers' Local 1089 (Sarnia) Benefit Trust Fund

Make cheque payable to:

Labourers' Local 1089 (Sarnia) Benefit Trust Fund

Mail to: L.I.U.N.A. Local 1089
1255 Confederation Street
Sarnia, ON N7S 4M7

Training: Labourers' Local 1089 (1985) Training and Rehabilitation Trust Fund

Make cheque payable to:

Labourers' Local 1089 (1985) Training and Rehabilitation Trust Fund

Mail to: L.I.U.N.A. Local 1089
1255 Confederation Street
Sarnia, ON N7S 4M7

Formwork Collective Agreement - 2022-2025 FINAL VERSION JANUARY 17 2023(6786643.1)

Final Audit Report

2023-02-07

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| By: | Amelia Rosas (arosas@kmlaw.ca) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAq5t13F6-ClyCfbdQYUE77R2UJgXaRGli |

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TAB B

ONTARIO LABOUR RELATIONS BOARD

0848-07-R The Ontario Formwork Association, Applicant v. The Formwork Council of Ontario, Responding Party, v. Carpenters Employer Bargaining Agency, Intervenor No. 1 v. The Carpenters' District Council of Ontario, United Brotherhood of Carpenters and Joiners of America, Intervenor No. 2.

BEFORE: Harry Freedman, Vice-Chair.

APPEARANCES: Carl Peterson and Ernesto Arduinni for the applicant; A. M. Minsky, Rocco Lotito and Ken Lew for the responding party; no one for the intervenors.

DECISION OF THE BOARD; March 6, 2008

1. This is an application for accreditation made pursuant to section 134 of the *Labour Relations Act, 1995*, c. 1, as am. (the "Act") that was filed with the Board on May 31, 2007. The Alternate Chair of the Board authorized me to sit alone to hear and determine this matter pursuant to section 110(14)(a) of the Act.

2. The Board, by decision dated October 5, 2007, directed the applicant to provide notice to all the employers the responding party had listed on Schedule E to its response and to any other employers the applicant believed may be affected by this application. In addition, the Board directed the applicant to publish the notice set out in that decision in the Daily Commercial News for two days a week for two consecutive weeks advising all contractors engaged in concrete forming construction about this proceeding. That notice was published as directed in the Daily Commercial News and was also posted on the Board's website.

3. The Board, by decision in this matter dated June 19, 2007, had waived the requirement under the Board's Rules and Forms that the responding party file a Schedule F to its response.

4. The Board finds that the notice provided as described in paragraph 2 above satisfied the obligation to provide reasonable notice to any person or employer that may be affected by this proceeding.

5. The Board, by decision in this matter dated December 4, 2007, granted the motion made by the applicant and responding party to deny standing to the intervenors. When the hearing convened before me to deal with the merits of this application, only the applicant and responding party were present.

6. An employers' organization may seek accreditation as a bargaining agent of employers in the construction industry under section 134 of the Act only if a trade union or council of trade unions within the meaning of section 126(1) of the Act holds bargaining rights, whether by certification or voluntary recognition, in respect of a bargaining unit of employees working in the construction industry employed by more than one employer operating a business in the construction industry and that union or council of unions entered into collective agreements

with more than one such employer applicable to a bargaining unit of such employees. Section 134 of the Act provides:

Where a trade union or council of trade unions has been certified or has been granted voluntary recognition under section 18 as the bargaining agent for a unit of employees of more than one employer in the construction industry or where a trade union or council of trade unions has entered into collective agreements with more than one employer covering a unit of employees in the construction industry, an employers' organization may apply to the Board to be accredited as the bargaining agent for all employers in a particular sector of the industry and in the geographic area described in the said certificates, voluntary recognition documents or collective agreements, as the case may be.

The responding party had not been certified previously by the Board and is therefore not a trade union within the meaning of section 1(1) of the Act, which defines "trade union" as including a "certified council of trade unions".

7. The responding party asserts it is a council of trade unions. The responding party identified as its constituent members the International Union of Operating Engineers, Local 793; Universal Workers Union, Labourers' International Union of North America, Local 183; and Labourers' International Union of North America, Locals 247, 493, 506, 527, 625, 837, 1036, 1059, 1081, and 1089. The Board is satisfied the unions identified by the responding party are trade unions within the meaning of sections 1(1) and 126(1) of the Act and are the constituent members of the responding party.

8. The responding party referred to the Board's decision in *London and District Construction Association*, [1993] OLRB Rep. Dec. 1320 in which the Board referred to a prior collective agreement between the applicant and responding party, and in so doing described the responding party at page 1323:

...the Formwork Council of Ontario ... is a council of trade unions consisting of the International Union of Operating Engineers, Local 793 ("Engineers 793") and Labourers' International Union of North America, Local Unions 183, 247, 491, 493, 506, 527, 597, 625, 837, 1036, 1059, 1081 and 1089 (all of which are also affiliated bargaining agents of a labourers designated employee bargaining agency), for a province-wide collective agreement covering all construction employees engaged in concrete forming construction in all sectors of the construction industry, including the ICI sector, employed by employer members of the Ontario Formwork Association.

Moreover, the responding party referred to the Labourers' employee bargaining agency designation dated September 30, 1983 in which the Minister of Labour, pursuant to section 139(2) [now 153(2)] of the Act excluded from the Labourers' employee and employer bargaining agency designations "the bargaining relationship between the Formwork Council of Ontario and the Ontario Formwork Association".

9. The responding party relies on section 153(2) of the Act to assert that the determination by the Minister to exclude the bargaining relationship between the applicant and responding party required the Minister to determine that the responding party is a council of trade unions within the meaning of section 126(1). Section 153(2) provides:

Where affiliated bargaining agents that are subordinate or directly related to the different provincial, national or international trade unions bargain as a council of trade unions with a single employer bargaining agency for a province-wide collective agreement, the Minister may exclude such bargaining relationships from the designations made under subsection (1), and subsection 162 (2) shall not apply to such exclusion.

Although the applicant is not a designated employer bargaining agency, it is an employer bargaining agency within the meaning of section 151(1) of the Act, which provides, in part:

“employer bargaining agency” means an employers’ organization or group of employers’ organizations formed for purposes that include the representation of employers in bargaining;

As set out below, the Board is satisfied the applicant is an employers’ organization within the meaning of section 126(1) as it has been formed for the purpose of representing and does represent employers that operate businesses in the construction industry. Section 126(1) defines “employers’ organization” in the following way:

“employers’ organization” means an organization that is formed for the purpose of representing or represents employers as defined in this section;

10. The Board accepts the finding made in *London and District Construction Association, supra* and also views the determination the Minister must have made when he excluded the bargaining relationship between the applicant and responding party from the Labourers’ designations as bases for concluding the responding party is a council of trade unions within the meaning of section 126(1) of the Act. Based on the submissions made by the parties and the representations of the responding party, the Board finds the responding party is a council of trade unions within the meaning of section 126(1) of the Act. The Board is also satisfied, based on the material filed, that the responding party has entered into collective agreements with more than one employer covering bargaining units of employees in the construction industry. The applicant has therefore satisfied the necessary conditions set out in section 134 of the Act to proceed with this application for accreditation.

11. In order to obtain accreditation, the applicant must establish it meets the conditions prescribed by section 136(3) of the Act, and also satisfy the Board that it represents a majority of the employers in the unit of employers the Board has determined is appropriate for collective bargaining and that those employers it represents employed a majority of the employees who were on the payrolls of the employers in the bargaining unit during the week immediately preceding the application date.

12. Section 136(3) of the Act provides:

Before accrediting an employers’ organization under subsection (2), the Board shall satisfy itself that the employers’ organization is a properly constituted organization and that each of the employers whom it represents has vested appropriate authority in the organization to enable it to discharge the responsibilities of an accredited bargaining agent.

The “double majority” requirement the applicant must satisfy to obtain accreditation is set out in sections 136(1) and 136(2):

- (1) Upon an application for accreditation, the Board shall ascertain,
 - (a) the number of employers in the unit of employers on the date of the making of the application who have within one year prior to such date had employees in their employ for whom the trade union or council of trade unions has bargaining rights in the geographic area and sector determined by the Board to be appropriate;
 - (b) the number of employers in clause (a) represented by the employers' organization on the date of the making of the application; and
 - (c) the number of employees of employers in clause (a) on the payroll of each such employer for the weekly payroll period immediately preceding the date of the application or if, in the opinion of the Board, the payroll period is unsatisfactory for any one or more of the employers in clause (a), such other weekly payroll period for any one or more of the said employers as the Board considers advisable.
- (2) If the Board is satisfied,
 - (a) that a majority of the employers in clause (1) (a) is represented by the employers' organization; and
 - (b) that such majority of employers employed a majority of the employees in clause (1) (c),the Board, subject to subsection (3), shall accredit the employers' organization as the bargaining agent of the employers in the unit of employers and for the other employers for whose employees the trade union or council of trade unions may, after the date of the making of the application, obtain bargaining rights through certification or voluntary recognition in the appropriate geographic area and sector.

13. The applicant filed Letters Patent dated December 11, 1987 establishing the applicant as a corporation without share capital. Those Letters Patent were amended by Supplementary Letters Patent dated August 7, 1992 by which Article II of the constitution of the applicant, which sets out the objects and purpose of the applicant, was amended to provide:

To become an accredited employer's [sic] organization under the Ontario Labour Relations Act...and to regulate relations between employers and employees in collective bargaining within any sector or sectors of the construction industry in any geographic area or areas as defined under the Ontario Labour Relations Act, or as determined by the Ontario Labour Relations Board....

The amended provision was similar to Article II, section (n) of the applicant's original constitution. Article II also states, as one of its objects, in section (f):

To represent all members in negotiations, general application, administration and interpretation of all collective agreements and the arbitration of labour disputes.

14. Article III of the applicant's constitution sets out the classes of and requirements for membership in the applicant. It provides for four classes of members: active, affiliate, inactive and associate. Article V establishes a board of directors and provides that the board of directors "shall direct the affairs of the Association and exercise all powers of the Association subject to

direction from any General or Special Meeting of the Association and its bylaws in force from time to time". Article V also provides for the election and appointment of directors and suggests, in section 15(b), that a director must be a member of the applicant. Article V does not appear to restrict the eligibility for being a director to only active members.

15. Section 14 of Article V provides that active members are entitled to copies of all minutes of meeting of the board of directors upon request. Presumably persons in the other three classes of membership are not entitled to receive those minutes. More importantly, Article VI, which deals with meetings of the applicant, provides in section 4 that any active member is entitled to one vote at both the General and Special meetings of the applicant.

16. Article III, section 1 provides that membership is open to any corporation with a place of business in Ontario "and is engaged in the business of *highrise* forming or who's [sic] services are an integral part of the formwork industry." Section 1(a) of that article defines an active member as a "forming contractor who has been active in the *highrise* formwork business for a minimum of three years...." An affiliate member is defined in section 1(b) as a formwork corporation that has applied to become a member but has not had three years' experience. Section 1(c) of Article III provides that an inactive member is a forming contractor that was an active member but has "not performed work within the *highrise* formwork sector, as a forming contractor, within a two year period...." An associate member is a corporation with a place of business in Ontario that has carried on business for at least three years providing services that are an integral part of the formwork industry and "must be actively performing work and/or supplying goods to the *highrise* formwork sector...." [emphasis added throughout this paragraph]

17. The bargaining unit the applicant seeks to represent is not limited to employers engaged in concrete forming construction in relation to "highrise formwork". The term "highrise formwork" is not defined in the applicant's constitution. During the course of submissions, the applicant advised that the term "highrise forming" is a term of art used in the construction industry and is understood, at the very least, by the applicant, as encompassing concrete forming construction in the industrial, commercial and institutional sector and the high rise segment of the residential sector of the construction industry. The residential low rise sector, that is that part of the residential sector not encompassed by the high rise segment, is understood to refer to "House Basement" contractors and other forming contractors engaged in the construction of low rise residential structures. The applicant did not offer to define with any degree of specificity the boundary between a low rise residential structure and a high rise residential structure. The Board, in that regard, notes that the decision in *The Residential Low Rise Forming Contractors Association of Metropolitan Toronto and Vicinity*, [1995] OLRB Rep. Dec. 1471 provided a clarity note in the bargaining unit description the Board found appropriate in that accreditation proceeding that described the work as involving:

residential concrete forming construction, including single and semi-detached houses, row houses, maisonettes, town houses, and apartment buildings of bearing wall construction to and including ground floor and balconies, but not other high rise buildings....

The bargaining unit description determined by the Board to be appropriate in that proceeding specifically excluded employers that were bound by and performed work under the collective agreement between the applicant and the responding party.

18. Despite the Board's initial concern with respect to the definition of active member and the limitations contained in the applicant's constitution on the rights of some employers that may become represented by the applicant as a result of granting accreditation, the Board is satisfied, based on the submissions of the applicant, the Letters Patent, Supplementary Letters Patent and the constitution filed with the application, that the applicant is an employers' organization within the meaning of section 126(1) of the Act and is a properly constituted organization as required by section 136(3). The Board is also satisfied the applicant is capable of properly representing the employers in collective bargaining that become bound by the accreditation order the applicant seeks.

19. The documentary evidence the applicant filed in accordance with Rule 23.2 of the Board's Rules of Procedure to prove it is authorized by each of the employers it represents to act as their bargaining agent in collective bargaining with the responding party were forms headed "Application for Accreditation Collective Bargaining Authorization". The body of the forms executed by the employers represented by the applicant was identical and provides:

The undersigned, hereinafter called the Employer, appoints The Ontario Formwork Association, hereinafter called the Association, as its agent and representative for collective bargaining with the Formwork Council of Ontario. The Employer vests all necessary authority in the Association to enable it to discharge the responsibilities of an accredited bargaining agent under the *Labour Relations Act, 1995*.

The Employer further appoints the Association as its agent and representative to make an Application for Accreditation under the *Labour Relations Act, 1995*.

The Board is satisfied, having regard to the documentary evidence of representation filed by the applicant, that each of the employers the applicant represents has vested appropriate authority in the applicant to enable it to discharge the responsibilities of an accredited bargaining agent.

20. The parties agreed on the description of the appropriate bargaining unit of employers. The agreed upon bargaining unit reflects the parties' understanding of the scope of the bargaining unit contained in the parties' collective agreement. The first recital of the parties' collective agreement states:

Whereas the Association [the applicant] and the Union [the responding party] wish to enter into a Collective Agreement with respect to *all employees* of the Employers *engaged in concrete forming construction*; [emphasis added]

The actual bargaining unit is set out in section 2.03 of the parties' collective agreement. Section 2.03 provides:

This Agreement shall apply to all employees working in the Province of Ontario, including employees working on Federal, Provincial and Municipal projects.

Section 2.05 of the parties' collective agreement contains a "cross-over clause" which requires an employer bound by that collective agreement, when performing work coming within the scope of any of the collective agreements listed in that section, to abide by and perform such work in accordance with the provisions of those collective agreements.

21. The Board in its December 4, 2007 decision in this matter, *Ontario Formwork Association*, [2007] OLRB Rep. Nov./Dec. 1125, briefly discussed the application of cross-over clauses at page 1132 when it wrote:

Should the applicant be successful, the accreditation order would encompass all employers for whom the responding party, that is the Formwork Council of Ontario, holds bargaining rights in the industrial, commercial and institutional sector. I note, in that regard, an employer for which the Formwork Council of Ontario does not hold bargaining rights that is required to apply the terms and conditions of the Formwork Council of Ontario collective agreement as a result of a cross-over clause in a collective agreement with the Labourers' union by which it is bound, is not, when applying the terms and conditions of the Formwork Council of Ontario collective agreement, bound by it nor does that employer confer bargaining rights on the Formwork Council of Ontario when it applies that collective agreement. See *Runnymede Development Corporation Limited*, *supra*; *Frank Plastina Investments Ltd.*, [1986] OLRB Rep. June 720; *Fernbrook Homes Ltd.*, Board File No. 3433-05-R, decision dated September 7, 2006, unreported.

The Board does not, in this decision, make any determination as to whether an employer that becomes subject to the accreditation order the applicant seeks but is not a member of the applicant will be required to apply the terms and conditions of any of the collective agreements listed in section 2.05 of the parties' collective agreement when performing work that comes within the scope of any of those collective agreements. To that end, the Board repeats the comment made in the December, 2007 decision at page 1134: "More importantly, an accreditation order cannot expand the bargaining rights of the responding party. See *Platinum Drywall Limited*, [2002] OLRB Rep. Nov./Dec. 1149...."

22. In view of the parties' agreement, and both the first recital and the bargaining unit description set out in the parties' collective agreement, the Board, pursuant to section 135(1) of the Act, finds the following unit of employers appropriate for collective bargaining:

all employers of employees engaged in concrete forming construction for whom The Formwork Council of Ontario has bargaining rights in the Province of Ontario in the industrial, commercial and institutional sector and the residential sector of the construction industry save and except employers bound by and performing work under any of the following collective agreements:

- a) Collective Agreement between The Residential Low Rise Forming Contractors Association of Metropolitan Toronto and Vicinity and the Labourers' International Union of North America, Local 183.
- b) Collective Agreement between the Metropolitan Toronto Apartment Builders' Association and the Labourers' International Union of North America, Local 183.
- c) Collective Agreement between the Toronto Residential Construction Labour Bureau and the Labourers' International Union of North America, Local 183.

- d) Collective Agreement between the Residential Framing Contractors Association of Metropolitan Toronto and Vicinity and the Labourers' International Union of North America, Local 183.
- e) Collective Agreement between the Ontario Concrete and Drain Contractors Association and the Labourers' International Union of North America, Local 183 and the International Union of Operating Engineers, Local 793.
- f) Collective Agreement between the Utility Contractors Association of Ontario and Labourers' International Union of North America, Ontario Provincial District and its affiliated Local Unions.
- g) Collective Agreement between the Restoration Contractors Association of Ontario and the Labourers' International Union of North America, Local 183.
- h) Collective Agreement between the Masonry Contractors' Association of Toronto Inc., and Bricklayers, Masons Independent Union of Canada, Local 1 and Labourers' International Union of North America, Local 183 and Masonry Council of Unions Toronto and Vicinity.
- i) Collective Agreement between the Heavy Construction Association of Toronto and Labourers' International Union of North America, Local 183.
- j) Collective Agreement between the Landscaping Contractors in Ontario Labour Relations Board Area. No. 8 and 18 and Labourers' International Union of North America, Local 183.
- k) Collective Agreement between the Metropolitan Toronto Road Builders' Association and A Council of Trade Unions acting as the representative and agent of Teamsters' Local 230 and Labourers' International Union of North America, Local 183.
- l) Collective Agreement between the Metropolitan Toronto Sewer and Watermain Contractors' Association and A Council of Trade Unions acting as the representative and agent of Teamsters' Local 230 and Labourers' International Union of North America, Local 183.
- m) Collective Agreement between the Residential Carpentry Contractors' Association of Greater Toronto and Labourers' International Union of North America, Local 183.
- n) Collective Agreement between various independent marble, tile terrazzo and cement masons contractors and Labourers' International Union of North America, Local 183.
- o) The "Residential Excavators Agreement" being a Collective Agreement between various independent excavating contractors and the International Union of Operating Engineers, Local 793.

23. At the hearing of this matter, the parties ultimately agreed there were 55 employers that should appear on Schedule E, which is a list of the employers of employees for whom the responding party held bargaining rights coming within the unit of employers the Board has determined is appropriate for collective bargaining that had employees performing concrete forming construction work coming within the scope of that bargaining unit within one year prior to the application date. (Although the responding party listed Jessi Cement Finishing Company (“Jessi”) as an employer for which it held bargaining rights, it indicated the source of those bargaining rights was a memorandum of agreement between Jessi and Universal Workers Union, Labourers’ International Union of North America, Local 183. In the absence of any document establishing the responding party held bargaining rights for the employees of Jessi, the parties agreed to remove Jessi from the list of Schedule E employers.)

24. The responding party established it held bargaining rights for those 55 employers by virtue of voluntary recognition agreements with the responding party those employers had executed or pursuant to the collective agreement between the London and District Concrete Forming Contractors Association and Labourers’ International Union of North America, Local 1059 (“Local 1059”). In the latter circumstance, the parties relied on the Board’s determination in *London and District Construction Association, supra* in which the Board held that the London and District Construction Association collective agreement with Local 1059 was a “pick-up” agreement by which those employers become bound by the responding party’s collective agreement with the applicant in relation to the industrial, commercial and institutional sector of the construction industry.

25. Based on the parties’ representations and the material filed with the Board, the Board is satisfied the Final Schedule E is comprised of the following employers:

SCHEDULE E

- 1. A.M.E. Concrete Forming Ltd.**
- 2. A.S.I. Concrete Forming Ltd.**
- 3. Balmain Structures Limited**
- 4. Boyle Concrete Services**
- 5. C & M Construction Kincardine Ltd. c.o.b. as C & M Construction**
- 6. Canden General Contracting Ltd.**
Iago Forming Inc.
Trio Forming
- 7. Canform Structures Co. Ltd.**
Avenue Building Corporation
Brant Concrete Structures
Allnue Structures Inc.
- 8. Co-Fo Concrete Forming**

9. **340480 Ontario Limited c.o.b. as Concrete Forming (1980) and CFL (80)**
10. **Consolidated 2000 Inc.**
1210704 Ontario Ltd.
1271147 Ontario Inc.
1507555 Ontario Limited
Consolidated Concrete Forming Ltd.
2122168 Ontario Inc.
11. **Con-Wall Concrete Inc.**
12. **D.N.F. Structures Limited**
13. **Dakota Forming Inc.**
1330049 Ontario Inc.
Delta Forming Inc.
Valle Structures
14. **Delform Construction Ltd.**
1154019 Ontario
1382410 Ontario Limited
Delgant Construction
Furcap Construction Ltd.
Rustic Concrete Forming Inc.
15. **Dilmar Structural Ltd.**
Felmar Construction Ltd.
Marfran Construction Ltd.
Tandec Construction
Titan Group
Target Structures Inc.
16. **FCF Group Ltd.**
17. **Forest City Forming Ltd.**
18. **1428508 Ontario Limited c.o.b. as Forma-Con Construction**
Forma Finishing
19. **Greco Cement Finishing Company Ltd.**
20. **H & L Forming**
21. **Hardcastle Structures Inc.**
1171856 Ontario Limited
C.I.P. Structures
Edvac Contracting Ltd.
Fly-Form Inc.
C.I.P. Group

22. Hardwall Construction (A Division of 878354 Ontario Limited)

1068132 Ontario
1611570 Ontario Ltd.
Dellcore Equipment
Hardwall Construction (2005) Ltd.

23. High-View Forming (1955) Inc.

Linvie Structures Inc.
High-View Structures (2005) Inc.
High-View Forming Inc.
High-View Forming Inc.
High-View Structures College Park
High-View Park Inc.
High-View Park Yorkville
High-View Park Burnac

24. Italform Limited

High-Rise Forming Ltd.
Italform Group
Maysan Investment Limited c.o.b. as Italform Structures
Maple Form Construction
Sandmar Steel Co.
Sabmar Rebar Limited

25. Italport Stucco & Concrete Inc.

26. JBF Jeremy Bach Forming

27. K & S Forming Inc.

28. Lider General Construction (1994) Ltd.

29. Linton Forming Ltd.

Linton Forming (2000) Inc.

30. The Maplecrete Group

783430 Ontario Limited
1221781 Ontario Limited
Accaria Group Corporation
Alta Equipment Rental
D.D. Construction
Maplecrete Construction Ltd.
Newcrete Forming (Ontario) Ltd.
Unique Forming Ltd.

31. Maple Leaf Structural Limited

32. Middlesex Concrete Forming Ltd.

33. Milano General Contractors Inc.

34. **North Star Cement Finishing Inc.**
35. **1046526 Ontario Limited**
36. **O.S. Concrete Forming Ltd.**
37. **Paramount Homes Inc.**
Capaldi Corporation
38. **Paramount Structures Ltd.**
39. **Premform Limited**
1210703 Ontario Ltd.
1271148 Ontario Inc.
1328558 Ontario Inc.
2090108 Ontario Limited
Aria Forming Ltd.
Force Forming Ltd.
Form-All Structures
Manned Equipment Ltd.
Mega Forming
Mill Management Services Inc.
Oront Forming Limited
Poles Construction Services Ltd.
Premform Construction Ltd.
Premform Group Inc.
Premform Structures Ltd.
Premform 2000 Inc.
Vincat
David G. Wright Services Ltd.
2122370 Ontario Inc.
Kamet Enterprises Ltd.
40. **Pro Touch Stucco Design Ltd.**
41. **ResForm Construction Ltd.**
1378837 Ontario Inc.
42. **Right Forming Ltd.**
Dilvar Construction Ltd.
43. **Rockbase Construction Ltd.**
AM & RR Forming Ltd.
44. **629511 Ontario Inc. (A1 Enterprises)**
45. **Sirro Brothers Cement & Spray Ltd.**
46. **Strathroy Concrete Forming**

47. 2122168 Ontario Inc.

48. T.F. Structures Group Inc.

Boltonway Forming Inc.
Cast-Con Group Inc.
Diafonte Construction Ltd.
Freeport Concrete Forming
Parkburn Construction Ltd.
Rockton Contractors Inc.
T.F. Contracting Inc.
T.F. Forming Incorporated
TF Construction Ltd.
Two-Way Forming
MTA Contracting Inc.
T.F. Steel Placing Inc.

49. Tilbury Concrete Inc.

50. Tricar Developments Inc.

51. Tonar Cement Finishing Inc.

52. Turner Murray Contractors Inc.

53. Verdi Group

D & R Concrete Forming Ltd.
Rili Bros. Ltd.
Rino Forming Ltd.
Verdi Group Limited
Verdi Forming Ltd.
Veroco Forming
Verdi Inc.
Verdi Investments
Verdi Structures Group Limited
Verdi Structures Ltd.
Alliance Verdi Holdings Ltd.
Alliance Forming Ltd.
DJY Forming
Alps Forming Ltd.
Performance Inc.
A-Square Forming Ltd.

54. Vinny Cement Finishing Co. Ltd.

55. West Elgin Construction Ltd.

26. The applicant filed documentary evidence establishing that it represents 34 of the 55 employers listed on Schedule E. The Board therefore finds that a majority of employers in the bargaining unit of employers that had employees for whom the responding party held bargaining rights performing concrete forming construction work coming within the scope of the bargaining

unit within one year prior to the application date are represented by the applicant. The applicant has therefore satisfied the condition set out in section 136(2)(a) of the Act as the first prerequisite for obtaining accreditation.

27. Twenty-four of those 55 employers filed an Employer Filing in Form A-94 indicating they had employees on their payroll for the weekly pay period immediately preceding the date of the application. Twenty-one of those 24 employers were among the 34 employers represented by the applicant. It appears from the material filed by those 24 employers that they employed a little over 2400 employees during the relevant period. Approximately 2350 of those employees were employed by the 21 employers represented by the applicant. The applicant has therefore satisfied the condition set out in section 136(2)(b) of the Act as the second prerequisite for obtaining accreditation.

28. In the result, the Board finds that the applicant has established the “double majority” requirement prescribed in section 136(2) of the Act to entitle it to be accredited as the exclusive bargaining agent of the employers coming within the bargaining unit described in paragraph 22 above. That is, the applicant has established it represents a majority of the employers in the bargaining unit of employers and that those employers employed a majority of the employees who were on the payrolls of the employers in the bargaining unit during the week immediately preceding the application date.

29. Pursuant to section 136(2) of the Act, the Board hereby accredits the applicant as the exclusive bargaining agent of the employers in the unit of employers set out in paragraph 22 above and for all other employers for whose employees the responding party may, after May 31, 2007, the date this application was made, obtain bargaining rights through certification or voluntary recognition in the industrial, commercial and institutional sector and the residential sector of the construction industry in the Province of Ontario.

30. A certificate of accreditation shall issue.

“Harry Freedman”
for the Board

The Labour Relations Act, 1995

Before the Ontario Labour Relations Board

Between:

The Ontario Formwork Association,

Applicant,

- and -

The Formwork Council of Ontario,

Responding Party.

Certificate

Upon the application of the applicant and in accordance with the provisions of the *Labour Relations Act, 1995* THIS BOARD DOTH ACCREDIT The Ontario Formwork Association as the bargaining agent of all employers of employees engaged in concrete forming construction for whom The Formwork Council of Ontario has bargaining rights in the Province of Ontario in the industrial, commercial and institutional sector and the residential sector of the construction industry save and except employers bound by and performing work under any of the following collective agreements:

- a) Collective Agreement between The Residential Low Rise Forming Contractors Association of Metropolitan Toronto and Vicinity and the Labourers' International Union of North America, Local 183.
- b) Collective Agreement between the Metropolitan Toronto Apartment Builders' Association and the Labourers' International Union of North America, Local 183.
- c) Collective Agreement between the Toronto Residential Construction Labour Bureau and the Labourers' International Union of North America, Local 183.
- d) Collective Agreement between the Residential Framing Contractors Association of Metropolitan Toronto and Vicinity and the Labourers' International Union of North America, Local 183.
- e) Collective Agreement between the Ontario Concrete and Drain Contractors Association and the Labourers' International Union of North America, Local 183 and the International Union of Operating Engineers, Local 793.

- f) Collective Agreement between the Utility Contractors Association of Ontario and Labourers' International Union of North America, Ontario Provincial District and its affiliated Local Unions.
- g) Collective Agreement between the Restoration Contractors Association of Ontario and the Labourers' International Union of North America, Local 183.
- h) Collective Agreement between the Masonry Contractors' Association of Toronto Inc., and Bricklayers, Masons Independent Union of Canada, Local 1 and Labourers' International Union of North America, Local 183 and Masonry Council of Unions Toronto and Vicinity.
- i) Collective Agreement between the Heavy Construction Association of Toronto and Labourers' International Union of North America, Local 183.
- j) Collective Agreement between the Landscaping Contractors in Ontario Labour Relations Board Area. No. 8 and 18 and Labourers' International Union of North America, Local 183.
- k) Collective Agreement between the Metropolitan Toronto Road Builders' Association and A Council of Trade Unions acting as the representative and agent of Teamsters' Local 230 and Labourers' International Union of North America, Local 183.
- l) Collective Agreement between the Metropolitan Toronto Sewer and Watermain Contractors' Association and A Council of Trade Unions acting as the representative and agent of Teamsters' Local 230 and Labourers' International Union of North America, Local 183.
- m) Collective Agreement between the Residential Carpentry Contractors' Association of Greater Toronto and Labourers' International Union of North America, Local 183.
- n) Collective Agreement between various independent marble, tile terrazzo and cement masons contractors and Labourers' International Union of North America, Local 183.
- o) The "Residential Excavators Agreement" being a Collective Agreement between various independent excavating contractors and the International Union of Operating Engineers, Local 793.

The employers from whom The Ontario Formwork Association becomes the bargaining agent under this certificate are:

1. **A.M.E. Concrete Forming Ltd.**
2. **A.S.I. Concrete Forming Ltd.**
3. **Balmain Structures Limited**
4. **Boyle Concrete Services**
5. **C & M Construction Kincardine Ltd. c.o.b. as C & M Construction**
6. **Canden General Contracting Ltd.**
Iago Forming Inc.
Trio Forming
7. **Canform Structures Co. Ltd.**
Avenue Building Corporation
Brant Concrete Structures
Allnue Structures Inc.
8. **Co-Fo Concrete Forming**
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14. Delform Construction Ltd.

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Delgant Construction
Furcap Construction Ltd.
Rustic Concrete Forming Inc.

15. Dilmar Structural Ltd.

Felmar Construction Ltd.
Marfran Construction Ltd.
Tandec Construction
Titan Group
Target Structures Inc.

16. FCF Group Ltd.

17. Forest City Forming Ltd.

18. 1428508 Ontario Limited c.o.b. as Forma-Con Construction
Forma Finishing

19. Greco Cement Finishing Company Ltd.

20. H & L Forming

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C.I.P. Structures
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Fly-Form Inc.
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1611570 Ontario Ltd.
Dellcore Equipment
Hardwall Construction (2005) Ltd.

23. High-View Forming (1955) Inc.

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High-View Structures (2005) Inc.
High-View Forming Inc.
High-View Forming Inc.
High-View Structures College Park
High-View Park Inc.
High-View Park Yorkville
High-View Park Burnac

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Maysan Investment Limited c.o.b. as Italform Structures
Maple Form Construction
Sandmar Steel Co.
Sabmar Rebar Limited

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Newcrete Forming (Ontario) Ltd.
Unique Forming Ltd.

31. Maple Leaf Structural Limited

32. Middlesex Concrete Forming Ltd.

33. Milano General Contractors Inc.

34. North Star Cement Finishing Inc.

35. 1046526 Ontario Limited

36. O.S. Concrete Forming Ltd.

37. Paramount Homes Inc.

Capaldi Corporation

38. Paramount Structures Ltd.

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Mega Forming
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Oront Forming Limited
Poles Construction Services Ltd.
Premform Construction Ltd.
Premform Group Inc.
Premform Structures Ltd.
Premform 2000 Inc.
Vincat
David G. Wright Services Ltd.
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Kamet Enterprises Ltd.

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42. Right Forming Ltd.
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44. 629511 Ontario Inc. (A1 Enterprises)

45. Sirro Brothers Cement & Spray Ltd.

46. Strathroy Concrete Forming

47. 2122168 Ontario Inc.

48. T.F. Structures Group Inc.
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Cast-Con Group Inc.
Diafonte Construction Ltd.

Freeport Concrete Forming
Parkburn Construction Ltd.
Rockton Contractors Inc.
T.F. Contracting Inc.
T.F. Forming Incorporated
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Verdi Forming Ltd.
Veroco Forming
Verdi Inc.
Verdi Investments
Verdi Structures Group Limited
Verdi Structures Ltd.
Alliance Verdi Holdings Ltd.
Alliance Forming Ltd.
DJY Forming
Alps Forming Ltd.
Performance Inc.
A-Square Forming Ltd.

54. Vinny Cement Finishing Co. Ltd.

55. West Elgin Construction Ltd.

and other such employers for whose employees The Formwork Council of Ontario held bargaining rights on May 31, 2007 through certification or voluntary recognition in the geographic area and sector set out in the unit of employers described herein and such other

employers for whose employees the Formwork Council of Ontario may after May 31, 2007 obtain bargaining rights through certification or voluntary recognition in the geographic area and sector set out in the unit of employers described herein.

This certificate is to be read subject to the terms of the Board's Decision(s) in this matter and, accordingly, the bargaining unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

DATED at Toronto this 6th day of March, 2008.

ONTARIO LABOUR RELATIONS BOARD

Tim R. Parker

Registrar

(SEAL)

**TAB C
filed
separately**

TAB D



CARPENTERS' REGIONAL COUNCIL
UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA
830 EDGELEY BLVD, CONCORD, ON, L4K 4X1



INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 793
2245 SPEERS ROAD, OAKVILLE, ON, L6L 6X8

December 3, 2024

Historic Partnership Unites Construction Trade Unions to Protect Workers' Rights

Toronto, ON - In a groundbreaking development for the construction industry, today, the International Union of Operating Engineers, Local 793, and the Carpenters' Regional Council have signed a historic partnership agreement. This collaboration represents a united front in advocating for workers' rights and strengthening the representation of their members across the industry.

This unprecedented alliance marks a new chapter for the two influential unions, both renowned for their dedication to improving the lives of construction workers. By joining forces, Local 793 and the Carpenters' Regional Council aim to enhance their collective efforts in unionizing workers and protecting their livelihoods from emerging challenges in the construction sector.

"This partnership reflects our shared commitment to ensuring that workers are treated with the dignity, fairness, and respect they deserve," said Jason Rowe, Executive Secretary-Treasurer, of the Carpenters' Regional Council. "Together, we will work tirelessly to safeguard the livelihoods of our members and stand as a united force against any threats to their well-being."



Mike Gallagher, Business Manager of Local 793, echoed these sentiments: "Collaboration between our unions not only strengthens our ability to protect current members but also creates a path forward to unionize more workers who deserve the protections and benefits of union representation. This agreement is a historic step toward achieving greater equity and security for all construction workers in the province of Ontario."

The agreement is a reflection of the unions' shared vision for a stronger, more resilient workforce. By collaborating to share resources, knowledge, and expertise, this partnership is set to strengthen the unions' ability to represent their respective members effectively and advocate for fair wages, safer working conditions, and job security for all.