



## **NON-ICI COLLECTIVE AGREEMENT**

BETWEEN:

**OPCMIA Local 598**

(Hereinafter the “Union”)

-and-

**Gibson Restoration Inc.**

(Hereinafter the “Employer”)

May 01 2019 – April 30 2022

**WHEREAS** the Union is a council of trade unions composed of the Operative Plasterers and Cement Masons International Association of the United States and Canada, Local 598, and

**WHEREAS** the Employer wishes to obtain employees from the Union or the Union is otherwise entitled to represent employees of the Employer within the bargaining unit described in this Collective Agreement;

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

**ARTICLE 1. – PURPOSE**

**1.01** The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the members of the Union it employs, to provide a means for prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions for all workers who are subject to its provisions.

**ARTICLE 2. – RECOGNITION**

**2.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all construction employees engaged in the NON-ICI sectors of the construction industry in the Province of Ontario save and except non-working foremen and persons above the rank of non-working foreman, office and clerical staff.

**ARTICLE 3. – UNION SECURITY**

**3.01** All Employees shall, when working in a position with the bargaining unit described in Article 2 hereof, be required as a condition of employment, to be a member in good standing with the Union before commencing employment and shall be required to maintain such membership while working within the bargaining unit for the duration of this Agreement.

**3.02** In the event that the Employer desires to employ a new employee, the new employee must present to the Employer a referral slip from the Union prior to his commencing employment. It is understood and agreed that the Union may refuse to issue a referral slip to the employee as requested by the Employer, only in the event that the employee is not a member in good standing of the Union.

**3.03** The Employer shall discharge an employee within fort-eight (48) hours of notice by a union representative if the employee is not a member in good standing.

**3.04** The Employer shall not be required to discharge any employee for any reason other than non-payment of regular monthly dues or the refusal of the employee to join the Union as aforementioned, notwithstanding anything to the contrary herein contained.

**3.05** The Employer agrees that prior to hiring new employees for any work covered by this Agreement, it will inform the Union of its requirements in order to allow the Union the first opportunity to supply such qualified members from the Union hiring hall.

- 3.06** It is agreed that the following information pertaining to the workers will be supplied to the Union monthly:
- (a) all job site locations
  - (b) employee/member classification
  - (c) hourly wage rate
  - (d) number of total hours paid
  - (e) social insurance number
  - (f) current address and telephone number
- 3.07** If the Union cannot supply such qualified members from the Union Hiring hall, the Employer may hire the required employees elsewhere, provided:
- a) that the employer informs such employees that as a condition of employment that they must apply for and secure membership in the Union
  - b) the Employer shall inform the Union, in writing within two (2) business days of the commencement of such employees' employment, of the names of such employees, their social insurance numbers and the location of the job where they are working.
- 3.08** Each employee shall, when working in a position within the bargaining unit described in Article 2 have his union dues and any additional assessments deducted from his weekly pay cheque. The Employer agrees to make such deductions and remit the same to the Union or its Administrators on the fifteenth (15<sup>th</sup>) day of the following month and no later than the 20<sup>th</sup> day of the following month. The Employer shall, when remitting such dues or assessments, name the employees and provide the social insurance numbers of those 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 covered by this Agreement:
- (a) To conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds of locations of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;
  - (b) To hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged, suspended, disciplined, or has been subjected to disciplinary demotion 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;
  - (d) To assign and re-assign work to employees to determine and judge the content and functions of all jobs and classifications, to change and vary at any time such work assignments, to introduce new and improved methods and equipment and establish and maintain an efficient mobile work force with diverse skills. It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement or in a manner which is unreasonable, arbitrary, and discriminatory or in bad faith.

## **ARTICLE 5. – SUBCONTRACTING**

- 5.01** An Employer may sub-contract work, or any part of the work on a project, that falls within the craft jurisdiction of this agreement, to any sub-contractor, provided the Unions, cannot supply qualified members from the Union hiring hall. The Employer shall also send written notice to the Union of the engagement of the sub-contractor by the Employer, prior to the award and commencement of work by the sub-contractor, at which time the Union will be given the opportunity to provide qualified personnel. The Employer will submit a contract duration and scope of work to the Union. Preference in Sub-contracting shall be given to companies in contractual relations with the Union.
- 5.02** If an Employer sub-contracts work, the Employer shall pay the Union Sub-Contracting Permit Fees of \$1500.00 per working month for the duration of the subcontract or \$100 per worker per month as long as the Sub-Contractor is on site. Any Employer that fails to send notice to the Union, or pay the required sub-contractor fees in accordance with the foregoing sub-articles, shall be subject to the following liquidated damages:

First Violation	\$ 1, 000.00
Each subsequent violation	\$ 2, 500.00

## **ARTICLE 6. – PERMIT EMPLOYEES**

- 6.01** When the Employer requests a union worker and no union worker can be supplied, then the Employer may hire a permit worker. Any permit employees may not exceed five hundred (500) working hours. The Employer agrees to pay to the Union a Work Permit Fee in the amount of 3.7% of their rate plus vacation pay until the permit period of five hundred (500) working hours is completed. The Work Permit Fee are payable to the Union by the 15<sup>th</sup> of the month following the work month.
- 6.02** After the permit employee has completed a permit period of five hundred (500) hours, it is understood that the employee will be a full member of the Union and continue working. The Employer must notify the Union of the employee's classification and the hourly rate of pay. This employee will not be classified any lower than a First-year apprentice. This in no way limits the Employer's right to promote a permit employee beyond the next highest paid apprenticeship rate, or to the journeyman's rate.
- 6.03** At no time shall the number of permit employees exceed fifty (65%) of the total work force.
- 6.04** Benefit Contribution: The Employer agrees that when permit employee has completed his five hundred (500) hours then this permit employee will be entitled to receive the earned contributions to the health and welfare plan in the amount of three hundred and sixty (360) hours to start their benefits and pension
- 6.05** If a permit employee does not reach the permit five hundred (500) working hours and is then no longer employed by the Employer, but then returns back to employment for this Employer, the worker will be entitled to any hours he has accumulated from the Employer bound to this Agreement. This permit employee's hours will be held for a period of twelve (12) months, at which time the Employer must request from the Union to re-employee this permit workers again as set out in 6.02.

**ARTICLE 7. – WAGES**

May 01 2019	<b>Wage</b>	<b>Vac. Pay</b>	<b>Total Wage</b>	<b>H &amp; W</b>	<b>Pension</b>	<b>Org.</b>	<b>Training</b>	<b>Total Package</b>
Journeyman	<b>33.64</b>	<b>3.36</b>	<b>37.00</b>	<b>3.25</b>	<b>5.00</b>	<b>0.25</b>	<b>1.00</b>	<b>46.50</b>
Level 1 (0-1500)	22.37	2.24	24.61	3.25	5.00	0.25	1.00	34.11
Level 2 (1500-3000)	25.59	2.56	28.15	3.25	5.00	0.25	1.00	37.65
Level 3 (3000-4500)	28.81	2.88	31.69	3.25	5.00	0.25	1.00	41.19
Level 4 (4500-5600)	30.41	3.04	33.45	3.25	5.00	0.25	1.00	42.95
May 01 2020	<b>Wage</b>	<b>Vac. Pay</b>	<b>Total Wage</b>	<b>H &amp; W</b>	<b>Pension</b>	<b>Org.</b>	<b>Training</b>	<b>Total Package</b>
Journeyman	<b>34.55</b>	<b>3.46</b>	<b>38.01</b>	<b>3.25</b>	<b>5.00</b>	<b>0.25</b>	<b>1.00</b>	<b>47.51</b>
Level 1 (0-1500)	23.28	2.33	25.61	3.25	5.00	0.25	1.00	34.37
Level 2 (1500-3000)	26.50	2.65	29.15	3.25	5.00	0.25	1.00	37.91
Level 3 (3000-4500)	29.72	2.97	32.69	3.25	5.00	0.25	1.00	41.45
Level 4 (4500-5600)	31.32	3.13	34.45	3.25	5.00	0.25	1.00	43.21
May 01 2021	<b>Wage</b>	<b>Vac. Pay</b>	<b>Total Wage</b>	<b>H &amp; W</b>	<b>Pension</b>	<b>Org.</b>	<b>Training</b>	<b>Total Package</b>
Journeyman	<b>35.00</b>	<b>3.50</b>	<b>38.50</b>	<b>3.25</b>	<b>5.50</b>	<b>0.25</b>	<b>1.00</b>	<b>48.50</b>
Level 1 (0-1500)	23.73	2.37	26.10	3.25	5.50	0.25	1.00	35.36
Level 2 (1500-3000)	26.95	2.70	29.65	3.25	5.50	0.25	1.00	38.91
Level 3 (3000-4500)	30.17	3.02	33.19	3.25	5.50	0.25	1.00	42.45
Level 4 (4500-5600)	31.77	3.18	34.95	3.25	5.50	0.25	1.00	44.21

Union Dues will be deducted at 3.7% (three-point seven percent) of the Total Package  
 Counter Dues \$26.00 per Month

EBF/Scholarship Fund

Employee Bargaining Fund	0.04
Canadian Building Trades Council	0.01
Andrew Lough Scholarship fund	<u>0.01</u>
Total	<u>0.06</u>

- 7.01**
- (a) In order for apprentices to move from Level One to Level Two, they must have completed Level 1 Stone Mason or Cement Mason on the job training as defined in the collective agreement plus having attained a certification in Level 1 Stone Mason or Cement Mason program when available by the union. In addition to move from Level Two to a Level Three apprentices must have completed Level 2 stone mason or cement mason training on the job as defined in the collective agreement and attained certification in the Level 2 Stone Mason or Cement Mason program when available by the union. In order to receive a level increases the worker must complete the required hours, training and be sign off by the employer's foreman and Management before moving to the next level. If the member cannot advance to the next level, then the employer must ensure that the employee works on what is needed to advance. After the worker completes another five (500) hours then the employer and the union will review this member skill set and then the worker will be advanced to the next level. All Apprentices will try to obtain either a red seal stone mason or a certificate of qualification for cement mason before becoming a journeyman. The Employer may increase the hourly rate at its discretion.
  - (b) The Employer shall have the discretion to determine rate and classification for individual employees that have not been referred out by the Union. The hourly rates set out above are a minimum. The Employer may increase the hourly rate at its discretion.
  - (c) The Working Foreman shall be paid 10% higher than a journeyman.
  - (d) Student employees hired to work on employer job sites will not be paid any lower than a rate of eighteen (18.00) dollars per hour. Student employees will be classified as permit employees. Any returning Student the following calendar year will be permitted to carry forward their earned hours and classification from the previous year.
  - (e) The Employer agrees to deduct 3.7% of the total wage package payable to the employees as union dues and counter dues of \$26 per month are to be ducted directly from the employee's first week pay of each month and remit it directly to the Union by the 15<sup>th</sup> of the same month with a list of the members who paid. Also, the employer will be required to deduct any arrears dues owing to the union when the union sends in an arrear's dues notice. All will be remit same to the union in accordance with Article 15
  - (f) The employer will try and ensure that there are no more (3) Apprentices per Journeyman or 'employee in charge' per designated job site. Unless it is not feasible to do so on a job site.
  - (g) There shall never be more than one (1) student employee per designated job site.

## **ARTICLE 8. – HOURS OF WORK AND OVERTIME**

### **8.01 WORKDAY –WORK WEEK**

The standard hours of work for all workers shall be based on ten (10) hours per day between the hours of 7:30 a.m. and 6:00 p.m., with one (1) half hour lunch period without pay. Regular work week shall consist of fifty (50) hours per week, Monday to Friday, inclusive.

- (a) The starting time and quitting time may be altered by not more than one (1) hour upon agreement upon agreement between the employees and the Employer.
- (b) There will be no discrimination against workers who refuse to work more than eight (8) hours per day at straight time. There will be no discrimination against workers who refused to work more than forty (40) hours per week at straight time.

## **8.02 OVERTIME HOURS**

- (a) The overtime rate for all work performed outside the regular working day and the regular working week, as specified in Article 8.01(a), shall be paid for at the rate of time and one half (1 ½) of the employee's current regular rate, save and except Saturday, Sundays and Statutory Holidays. Overtime shall be on a voluntary and rotating basis provided the employee is capable of performing the work available.
- (b) All work performed on Saturday, Sundays and the following statutory holidays and any other Statutory Holiday proclaimed by the Government of Ontario shall be paid for the rate of double (2X) the employee's regular rate:

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

- (c) When any of the enumerated holidays outlined above falls on a Saturday or Sunday, the holiday or holidays shall be observed on the day or days following the weekend.

## **8.03 VACATION PAY AND STATUTORY HOLIDAYS**

- (a) Vacation Pay and Statutory Holiday Pay for all employees covered by this Agreement shall be paid ten percent (10%) of gross wages earned. That part of the amount allocated to vacation pay shall be the minimum required by the Employment Standards Act, 2000, as amended from time to time, and the balance is lieu of payment for recognized Statutory Holidays.
- (b) Vacation pay shall be paid to the employees on a weekly basis or twice annually to last pay cheque in the months of May and November, at the option of the Employer.

## **ARTICLE 9. – CLOTHING PROTECTION**

- 9.01** The Employer agrees to compensate employees, on proof of loss of clothing damaged by fire or flood on the job site, a sum not to exceed two hundred dollars (\$200) upon reasonable proof of the current loss of such items destroyed.

## **ARTICLE 10. – COFFEE AND LUNCH BREAKS**

- 10.01** The employee shall be allowed to have two (2) coffee breaks of no longer than fifteen (15) minutes, once during each half of his respective working day. Employees will be allowed one half (1/2) hour lunch break between 12:00 noon and 1:00 p.m., except these limits may be suspended during periods of emergency.

## **ARTICLE 11. – INCLEMENT WEATHER and/or PERSONAL DAY, MAKEUP TIME**

**11.01** An employee who reports for work at his regular reporting time at the Employer's shop or job site, unless directed not to report the previous day by his Employer, and for whom no work is available due to inclement weather, shall receive a minimum of Two (2) hour reporting time plus traveling time where applicable at the appropriate rate, providing he remains at his place of work for two (2) hour unless given permission to leave by the Employer. If inclement weather is declared during his shift, an employee shall receive the actual hours they have worked. An employee who reports for work at his regular reporting time at the Employer's shop or site, unless directed not to report the previous day by his Employer, and for whom no work is available due to reasons other than inclement weather, shall receive a minimum of four (4) hours reporting time. Make-up time maybe worked on a voluntary basis only, at the request of the employer. There shall be no discrimination against any employee who refuses to work make-up time. The Employer, Employee and the union must sign off this make-up time.

## **ARTICLE 12. – PAYMENT OF WAGES**

**12.01** Payment of wages shall be made weekly for the work performed during the proceeding work week. Payment is to be made by cheque or by electronic bank transfer at the option of the Employer, weekly, and by no later than 12:00 p.m. Friday each week. Each employee will receive a paystub for their weeks work no later than Friday when electronic bank transfer is used.

### **12.02 LAY OFF OR TERMINATION**

- (a) Whenever a Record of Employment and pay cheques are not given to employees at the time of termination, they shall be either available for pick-up or sent by the Employer to the employee by registered letter to his last known address within forty-eight (48) hours from the time of termination, unless termination is voluntary, in which case he will receive them by his next regular pay period. Due to the new CRA standards a letter must be sent to the employee notifying the member that the Record of Employment can be received online through the government web site.
- (b) In the case of lay-off, all employees shall receive one (1) days' notice in advance.
- (c) The Employer will notify the Union when a Member and or Permit Worker is laid off, terminated or quits.

## **ARTICLE 13. – OCCUPIED PREMISES**

**13.01** Where an owner requires that the work be done outside regular business hours, such work may be performed as per the conditions of Article 8.02.

## **ARTICLE 14. – BEREAVEMENT LEAVE**

**14.01** Upon the death of the spouse, child, mother father, brother or sister, mother-in-law, father-in-law, grandmother, son-in-law, daughter-in-law, brother-in-law and sister-in-law of an employee, upon providing proof of death, they shall be entitled to up to seven (7) days off if attending services for that deceased relative.

**14.02** There shall be no discrimination shown to an employee taking bereavement leave and he shall be immediately reinstated upon return to work.



## **ARTICLE 15. – EMPLOYMENT BENEFIT TRUST FUNDS**

- 15.01** In addition to the regular hourly rates to be paid to the employees, referred to in Article 7, the Employer shall contribute to the Union's Benefit Trust Fund, all union dues and the amounts shown per hour for Health and Welfare, Pension, Training Fund, Organizing Fund for every hour worked by all employees employed by the Employer in accordance with Article 2 of this Agreement.
- 15.02** Such contributions/deductions shall be forwarded by first class mail, post-marked no later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the hours have been earned, or delivered by the twentieth (20<sup>th</sup>) day of the month following the month in which the hours have been earned and shall be accompanied by a remittance report listing each employee on the form provided by the Fund Administrator. 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. Such contribution shall be made by cheque payable to the Trust Fund, as directed by the Fund Administrator. An excel spreadsheet supplied by the Administrator will also need to be emailed by the fifteenth (15<sup>th</sup>) day of the following month to the Plan Administrator and to the Union Office. The Employer agrees that Counter Dues and any arrears dues, with appropriate backup, as set by the Union shall be deducted from Employees first weekly pay along with any arrears dues, with backup arrears letter, and shall be remitted to the Union Hall ( 7-2131 Williams Parkway, Brampton Ontario. L6S 5Z4, or any new address that the union office moves to) on or before the fifteenth (15<sup>th</sup>) day of the month in which it is deducted. There will be an additional one cent (0.01) per hour worked for the Andrew Lough Scholarship Fund.
- 15.03** Notice of delinquency shall be given by the Union to the parties affected. In the event that any contributions or deductions required to be made by this Agreement are received by the Union or Fund Administrator after the due date, the Employer shall pay liquidated damages to the Union at the rate of five percent (5%) 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.
- 15.04** If the Employer does not have any employees in its employ, it shall submit a "Nil Report" in accordance with Article 10.02.

## **ARTICLE 16. – TRAVEL TIME/ROOM AND BOARD ALLOWANCES**

### **16.01 TRAVEL ALLOWANCE**

- (a) Travel time is to be paid at the employee's normal rate of pay from the boundaries and then back to the boundaries.
- (b) Boundaries for the Toronto area shall be on:
- (i) East – Highway 12
  - (ii) West – Highway 25
  - (iii) North – Highway 9
- Boundaries for all other Board areas will be sixty (60) km radius from the city hall.
- (c) An employee who uses his own vehicle to travel beyond the boundaries to and from the job site, shall be reimbursed at the current CRA rates for travel

## **16.02 ROOM AND BOARD ALLOWANCE**

- (a) Boundaries for the Toronto area shall be on:
- (i) East – Highway 12
  - (ii) West – Highway 25
  - (iii) North – Highway 9
- Boundaries for all other Board areas will be sixty (60) km radius from the city hall.
- (b) Where an employee is required to work more than sixty (60) km beyond the prescribed boundaries, the Employer shall reimburse the employee in accordance with one of the following, based on seven (7) days a week:
- (i) One hundred and twenty-five (\$125.00) per day for meals and accommodations; or
  - (ii) The actual cost of a reasonable level of accommodation and meals supported by receipts; or
  - (iii) The Employer is to arrange and provide the employee, at no cost, with a reasonable level of accommodation and meals daily.
- Reasonable accommodations will be no more than two employees per room; minimum two double beds, daily room cleaning by Hotel staff, and must be acceptable by both the employer and the employee. Any one of the three above is to be decided by the employer before the start of a project and cannot be changed after the work has started.
- (c) In the event that it is not possible to obtain accommodation within a twenty-five (25) kilometre radius of the out of town job, employees shall receive travel time and shall be reimbursed for fuel costs, for all kilometres traveled in excess of the said radius.

## **ARTICLE 17. – MEAL ALLOWANCES**

- 17.01** Any employee working outside of the city limit boundaries in Article 16.01, who returns home on a daily basis and whose paid hours in a day (including travel time) exceed ten (10) hours, shall receive a meal allowance of twenty dollars (\$20.00) per day.

## **ARTICLE 18. – UNION REPRESENTATIVES**

- 18.01** It is agreed that a Union Steward may be appointed by the Union for Employer.
- (a) The Union shall be required to notify the Employer of the name of the Union Steward.
  - (b) It is further agreed that the Union Steward shall be one of the last two (2) men retained by the Employer on the project providing that he is competent and capable of performing the remaining work.
  - (c) It is further agreed that the Union Steward has regular duties to perform as an employee of the Employer. Union business will not be transacted during regular working hours.
- 18.02** Representatives of the Union shall have access to all working area during working hours but in no case shall visits unduly interfere with the progress or work. When visiting a job the Union representative will advise and identify himself to the job foreman or other Supervisory Personnel of the Employer.
- 18.03** Subject to the rights of Union or Shop Stewards in the case of lay-offs as provided for in this Collective Agreement, a Health and Safety Representative or a Member of a Joint Health and Safety Committee

shall be one of the last three (3) employees of the Employer retained on any job provided that he is competent and capable of performing the remaining work.

- 18.04** No discrimination shall be shown against union representatives for carrying out their duties, but in no case shall their duties interfere with the progress of work.
- 18.05** A worker shall have the right to request a union representative be present at any meeting between a worker and the Employer or its representative which is likely to result in loss of time or work.

#### **ARTICLE 19. – TOOLS –EQUIPMENT**

- 19.01** The Employer shall supply the employees with whatever tools are necessary to perform the job function assigned. The Employer shall supply Construction Safety Association (CSA) approved rubber boots and rainwear to all employees who are required to work during inclement weather and under abnormal conditions. The Union recognizes the right of the Employer to economically supervise the distribution of clothing provided and will co-operate with the Employer to prevent wasteful practices.
- 19.02** All employees must supply their own CSA Green Tag Safety Boots. Tools required during training and which wall workers shall have are:
- (a) 1 – Club Hammer
  - (b) 1 – Pointing Trowel
  - (c) 1 – Brick Trowel
  - (d) 1 – Tape Measure,
  - (e) 1 - Steel Float
  - (f) 1 – Wood Float
  - (g) 1 of each slick - 1/4", 3/8", 1/2", 5/8", 3/4"
  - (h) 1 – 2" Square Trowel.
- 19.03** The Employer shall supply and ensure that all necessary required and/or reasonable harness, lanyard, rob grab, hooks, tie-on and other safety devices are installed and in place to allow all members of the Union to attach and tie on their safety harnesses and/or straps.
- 19.04** The Employer shall replace all above equipment when worn or destroyed by abnormal and unused wear and tear of the tool upon presentation of the worn-out item. Any lost items will be replaced at the employee's expense.
- 19.05** Every employee shall, as a condition of employment obtain and maintain all current 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 the Union and the Employer.

#### **ARTICLE 20. – NO STRIKE –NO LOCKOUTS**

- 20.01** During the lifetime of this Agreement, the Union agrees that there will be no strike, slowdown or picketing which will interfere with the regular schedule of work and the Employer agrees that it will not cause a lock-out.
- 20.02** The provisions and future amendments regarding strikes and lock-outs contained in the Ontario Labour Relations Act, 1995, shall be deemed to be part of this Agreement.

## **ARTICLE 21. – REPETITIVE VIOLATIONS OF THE COLLECTIVE AGREEMENT**

**21.01** The parties agree that where an Employer has repeatedly violated the terms and provisions of the Collective Agreement with respect to payment of wages or the remittances required by the Collective Agreement to be paid to the Union, the Union may request a complete financial audit of the Employer's books and records by a qualified accountant to be chosen by the Union. If, following the completion of the audit, the Employer is found to have further violated any of the terms and provisions of the Collective Agreement, then, in addition to any other damages or payments which the Employer may be liable for, the Employer will reimburse the Union for the full costs of the audit. The fine for repeat violations are as follows:

- 1<sup>st</sup> Violation - \$10,000
- 2<sup>nd</sup> Violation - \$20,000
- 3<sup>rd</sup> Violation - \$30,000
- 4<sup>th</sup> Violation - \$40,000

Any Violation after the 4<sup>th</sup> Violation then the employer must send to the union \$150,000 bond which will be held for one year. If there is any other violation in that year the union will cash in the bond to cover the cost to defend the violation.

## **ARTICLE 22. – SUCCESSORS AND ASSIGNS**

**22.01** The Employer hereby confirms that it is not carrying on associated or related activities or business 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 signature to the Collective Agreement.

## **ARTICLE 23. – GENERAL/HEALTH AND SAFETY**

**23.01** The parties of this Agreement agree to work together and co-operate in accident control and prevention. On job sites with five (5) workers or less, any employee will report to the foreman for corrective action of any unsafe conditions which are brought to his attention and on no account shall any employees be discharged for not working under unsafe conditions.

**23.02** An employee who, during working hours, suffers a compensable injury and is required to leave for treatment, or is sent home for such injury, shall receive payment for the remainder of the shift at his regular rate of pay.

**23.03** The Employer shall, at his expense, furnish to any work person injured in his employment who is in need of it, immediate conveyance to a hospital or to a physician. It is further agreed that an ambulance shall be used where necessary and possible.

**23.04** The Employer shall, as a condition of employment, be required to wear a safety helmet and safety goggles of a type approved by the CSA. If the employee comes to work and does not have his own CSA approved safety helmet, then the Employer agrees said helmet shall be supplied to him at a reasonable cost to the employee which will be reimbursed upon return of said equipment.

**23.05** All protective clothing and equipment required by law for the work being performed shall be provided by the Employer and shall remain the property of the Employer. A charge may be applied by the Employer for said clothing providing the employee is reimbursed upon returning said clothing. Should said protective clothing and safety equipment need to be replaced due to wear and tear, there will be no charge for any replacement.

- 23.06** On every project, the Employer shall provide a sanitary place of shelter with tables and benches which is separate from the other trades and equipment to all employees covered under this Agreement. The place of shelter shall be heated during cold weather.
- 23.07** The Employer shall also provide a safe place for employees to keep their tools that is separate from the lunchroom and it shall be kept locked at all times when employees take their tools out. Security during working hours shall be the responsibility of the Employer.
- 23.08** Properly cooled drinking water and toilet facilities shall be provided as soon as possible at the work site. Municipal sanitary conditions, as described in the Ontario Construction Safety Act, shall be maintained at the work site. No worker shall use or be required to use a dipper or drinking cup in common with other workers.
- 23.09** The employees shall be allowed fifteen (15) minutes time each day without loss of pay before quitting time, for wash-up, clean-up and packing up their tools, etc. However, employees must not leave the job site before the end of their shift.

#### **ARTICLE 24. – GRIEVANCE PROCEDURE AND ARBITRATION**

- 24.01** Where differences arises between the parties hereto, and any person upon whom this Agreement is binding, relative to the interpretation, application or administration of this agreement, including any questions as to whether the matter is arbitral, or where an allegation is made that this Agreement has been violated, the matter shall be adjusted under the following provisions.
- 24.02** No adjustment of complaint or settlement of grievances shall be made that is inconsistent with the terms and provisions of this Agreement. No Employer, Association or Union shall make any private arrangement that may conflict with the terms and provisions of this Agreement.
- 24.03** A time of sixty (60) calendar days from the actual knowledge of the grievance by the Business Representative shall apply to filing of grievances with respect to wage claims, contributions for welfare, pension or supplementary unemployment benefit plans, vacation and statutory holidays pay, deductions from Union dues check-off or Union dues supplement, contributions or deductions, whichever the case may be, for union and Employer administration funds, and for apprenticeship and training plans or funds.
- 24.04** All time mentioned in the Grievance Procedure may be extended by mutual agreement in writing. In determining time limits, other than the time limits for filing of grievances, Saturday, Sunday and Statutory Holidays shall be excluded. Where no answer is given within the time limits, the aggrieved party may proceed to the next step in procedure.

#### **24.05 ARBITRATION**

Grievances which have not been resolved may be referred to arbitration pursuant to the Labour Relations Act or the Arbitration Protocol contained in Appendix “B” of this Agreement.

#### **ARTICLE 25. – SEVERABILITY**

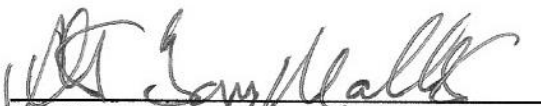
- 25.01** Should any party of this Agreement or any provisions herein contained by rendered or declared invalid by reason of existing or subsequently enacted Ontario or Federal Legislation or by decision of the Ontario Labour Relations Board, such invalidation of such part or provision of the Agreement shall not invalidate the remaining parts or provisions thereof.

**ARTICLE 26. – DURATION AND RENEWAL**

- 26.01** This Agreement shall be effective and operative from the 1<sup>st</sup> day of May 2019 and shall remain in effect until the 30<sup>th</sup> day of April 2022.
- 26.02** Should either party to this Agreement desire to change, add to, amend or terminate this Agreement, written notice to that effect will be given not more than one hundred and twenty (120) days and not less than sixty (60) days prior to termination of this Agreement.
- 26.03** Within thirty (30) days of the receipt of any such written notice, the parties to the Agreement shall convene a meeting and bargain in good faith to endeavour to reach an Agreement. If no such written notice is given, this Agreement shall automatically be renewed and remain in force from year to year from its expiration date.
- 26.04** If negotiations are in progress at the time of the expiration of this Agreement, the Agreement shall remain in effect until the conclusion of such negotiations.


Dated at Toronto, this 1 DAY OF Oct., 2019.

**ON BEHALF OF THE UNION**

  
\_\_\_\_\_  
**SIGNATURE**

Affilio Tony Mallica  
**PRINT NAME**

**ON BEHALF OF THE EMPLOYER**

  
\_\_\_\_\_  
**SIGNATURE**

Paul Gibson  
**PRINT NAME**

## **APPENDIX “A”**

### **Work within the Jurisdiction of the Union:**

#### **RESTORATION STEEPLEJACK**

1. All working Foreman, Journeymen, Journeymen Trainees and Apprentices shall be required and able to work on swing stage, upright and suspended scaffold, while employed on all the steeplejack and restoration work contracted by the Employer on the structures such as buildings, bridges, elevators, smoke stacks, silos, decks, piers and harbours, etc. Steeplejack and restoration work to be performed shall include but not limited to the following: The preparation and application of all materials necessary to all waterproofing and the preparation of all surfaces to receive same, whether done pneumatically, mechanically, or by hand methods; the preparation and application of all clear and opaque weatherproofing materials and the preparation of waterproofing; weatherproofing, caulking and pointing materials, vapour barriers, membranes and waterproof paints; etc.; preparation for and application of, conductive coating type cathodic protection systems including association conductive coatings and associated low voltage D.C. wiring and conduit; preparation for and application of polymeric compounds for repair of concrete, brick and steel surfaces, etc., including pressure injection, patching, coating topping, etc.; the rigging for all materials used and work to be performed; all methods of building cleaning, interior and exterior, repairing, replacement and restoration of all materials, whether brick, stone wood or concrete; the inspection and maintenance repairs of common brick, radial brick, or concrete industrial chimneys; also the maintenance, dismantling and repair or erection of steel stacks; the sand-blasting of and painting of structures, tanks, etc., all common to the steeplejack contracting business; the removal of bricks, blocks and stone, and pointing refers to joint on existing brick, block or stone work; and joining refers to action of ensuring a solid bond between new bricks, blocks or stone work including the removal, reset and patching of stone work. Any form setting, operating machine-driven equipment/tools or any other equipment that is operated by remote control, stone setting for the purpose of retaining walls.
2. Any associated cleaning, landscaping, site maintenance, traffic control, grading of all sub grades in preparation for asphalt and/or concrete. Any curb and gutter required. Any required demolition.

#### **GARAGE WORKERS**

1. All working Foremen, Journeymen, Journeymen and Trainees (Apprentices) shall be required and able to work on all work contracted by the Employer on parking garage structures. Work to be performed shall include but not limited to the following: The preparation and application of all materials necessary to all waterproofing and the preparation and application of all surfaces to receive same, whether done pneumatically, mechanically, or by hand methods; the preparation and application of all clear and opaque weatherproofing materials and the preparation of all surfaces to receive same; sandblasting, and acid etching for application of waterproofing; weatherproofing, caulking and pointing materials, vapour barriers, membranes and waterproof paint, etc.; preparation for the application of polymeric compounds for the repair of concrete, brick and steel surfaces, etc., including pressure injection, patching, coatings, traffic toppings, etc.; the rigging for all materials used and work to be performed; all methods of cleaning, interior and exterior; repairing, replacement and restoration of all materials, whether brick, stone, concrete, the inspection and maintenance repairs of common brick, radial brick, or concrete; the sandblasting of and painting of structures, etc., all common to the parking garage business; all demolition and forming work associated with the repair or construction of parking garages.

## **APPENDIX “A” (continued)**

### **CEMENT MASONS**

1. The operation and control of all types of vacuum mats in the drying of cement floors in preparing same for finish, the operation of power-driven floats and trowelling machines is the work of the cement masons. The finishing of washing of all concrete construction including silos, elevators and smoke stacks, using colour pigment mixed with cement, in any form – mosaic and nail coat whether done by brush, trowel, broom, float or any other process including the operation of machines for scoring floors, saw cutting or any other purposes used in connection with the cement masons trade. The rodding or screeding and tamping of all concrete floors and the finishing of all top materials, sills, coping, steps, stairs, risers, shall be the work of the cement masons. This shall apply to all rough screeding, all preparatory work on concrete construction to be finished or rubbed, including but not limited to cutting of nails, wires, wall ties, etc., patching, brushing, chipping, and bush-hammering, rubbing or grinding if done by machine or corborundum stone of all concrete construction. All glass set in any material. All associated painting, drywall taping and fireproofing.
2. The pointing and patching around all steel or metal window frames. All dry packing, grouting and finishing.
3. The screeding, darbying and trowel finishing of all types of epoxies, trap rock, and magnesium oxy-chloride cement composition floors shall be the work of the magnesite composition cement masons; all types of oxy-chloride granolithic floors including hand grinding and machine grinding of same; the preparation of all sub-floor surfaces to receive same including the bonding; the preparation and installation of ground or base courses, steps and cove base. All magnesite composition installation work shall be done under the supervision of a competent and qualified composition cement mason.
4. Screeding and finishing of sidewalks.
5. Placing, finishing and grinding of all plastic floors and cement floors.
6. Motorizing buggy or similar equipment used to move or pour concrete including pumping set up and disassembling.
7. The installation of wire mesh and steel fibres into concrete.
8. The curing and/or sealing of concrete when necessary by chemical compounds.
9. The operations of all remote-controlled equipment and the operation of all equipment for mechanical screeding of concrete.
10. The application of patterned concrete whether done by stamping or other means of impression installation of fillers or sealants to floor joints and site work.
11. All work associated with floor polishing including operation of machinery.

### **WATERPROOFERS**

1. Applying any form of waterproofing to walls, floors, footings, ceilings and other surfaces as required whether trowelled, sprayed or glued.
2. Metallic mortar, cement parging and concrete toppings for protection of waterproofing floors, wall and ceilings, etc., wood float and steel trowel finish.



## APPENDIX "A" (continued)

3. Metallic slurry coating of floors, walls, pits, tranches, etc.
4. All grouting.
5. All preparation of surfaces for waterproofing.
6. Asphalt and other bituminous coating, hot or cold, including reinforcing membranes and protective coverings or surfaces.
7. Asphalt and other bituminous damp proofing and all vapour barriers.
8. Caulking for the purpose of waterproofing and damp proofing.
9. Pneumatically and mechanically installed waterproofing materials.
10. Spandrel beam and column waterproofing vapour barriers.
11. Installation of manufactured membrane for the purpose of waterproofing and damp proofing. Parging for the purposes of waterproofing and damp proofing.
12. Installation of reinforcing steel and wire mesh on concrete and masonry restoration work.
13. Installation and removal of bleed and drain systems for the purposes of waterproofing.
14. Application of clear and opaque weatherproofing and water repellent materials on concrete and masonry.
15. Formwork for waterproofing and restoration.
16. Concrete restoration for the purpose of weatherproofing and/or repair.
17. Sandblasting and acid etching for application of waterproofing and weatherproofing, vapour barriers, membranes, waterproof paints, etc.
18. Sandblasting, acid and alkali cleaning of walls as part of restoration and weatherproofing or waterproofing work.
19. Application or installation of any material for the purpose of waterproofing, weatherproofing, damp proofing or restoration.
20. Hot or cold joint sealing work.
21. All gunite and sandblasting and rough screeding.
22. Insulation in conjunction with waterproofing, weatherproofing, damp proofing or restoration work.
23. Installation of expansive joint materials for the purpose of waterproofing, etc.
24. Scaffolding as required to perform waterproofing.
25. Synthetic resins or compounds as used for waterproofing, etc., or protective toppings for same.

## APPENDIX "B" – ARBITRATION PROTOCOL

The parties have agreed to the following protocol for the conduct of arbitration under the Collective Agreement ("the Protocol"). This Protocol shall form part of the Collective Agreement and be enforceable.

1. The party referring the grievance to arbitration shall contact either, Mr. Jules Bloch, Ms. Diane Gee or Mr. Norm Jesin, and obtain a hearing date, starting time and location. The date, starting time and location shall be at the discretion of the Arbitrator. Hearings may be set to take place during daytime or evening hours, or on weekends.
2. The party referring the grievance to arbitration shall serve the Employer with a notice of referral of arbitration, by personal service, facsimile or by overnight courier or mail, or their equivalent, and shall copy the Arbitrator.
3. Service shall be effective upon receipt, if personal service, facsimile or courier is used or shall be deemed to have occurred on the second day after mailing, if overnight mail is used.
4. Either at the time of making the referral or after, where a party requests a pre-hearing order from the Arbitrator, it shall serve the other party with its request at the same time that it serves the Arbitrator with the request. The party of which the request is made shall have until 5:00 p.m. of the next business day after service of the request to file any response to the request with the Arbitrator and the referring party. The referring party is not entitled to any opportunity to reply to responses filed with the Arbitrator.
5. Counsel, if retained by a party, must be able to accommodate the hearing schedule set out by the Arbitrator.
6. The Arbitrator shall have the power to make the Arbitrator's cost (fees and costs, such as service, administrative, rental of hearing venue, etc.) an Award of party of an Award, to be payable to the Union or the Employer or both, in trust for the Arbitrator.
7. The Arbitrator shall have the powers of an arbitrator under the *Labour Relations Act* and under the Collective Agreement, including but not limited to the power to require records and/or documents to be produced prior to and/or at a hearing, and the power to issue Summonses to Witnesses and thereby compel attendance. The Decision of the Arbitrator, including orders for payment of any monies in respect of damages, fees, costs and/or penalties of any sort, shall be deemed to be a decision of an arbitrator pursuant to the *Labour Relations Act* and enforceable as such.

## LETTER OF UNDERSTANDING

Recognizing that the work covered by this Agreement and in the construction industry in general is competitive.

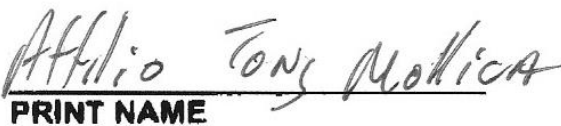
And recognizing that the Employer relies on being able to efficiently and effectively apply the terms of this Collective Agreement to that work as required by this Agreement in order to maintain its business.

Now therefore the Parties agree that:

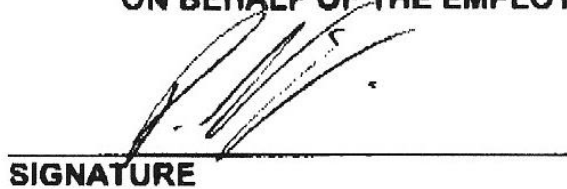
- (a) The Union will not offer terms more favorable than those contained in this Agreement to any other Employer, Contractor or Subcontractor with whom it holds bargaining rights; and
- (b) Should the Union agree to a Collective Agreement with more favourable terms with another Employer, Contractor or Subcontractor, the Union will offer those same terms to the Employer for the geographical area and the time period set out in such agreement.
- (c) When an employer works in an area where the rates are higher the workers will receive the higher rate of pay, terms and conditions for the area.

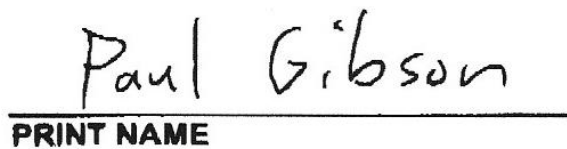
**ON BEHALF OF THE UNION**

  
SIGNATURE

  
PRINT NAME

**ON BEHALF OF THE EMPLOYER**

  
SIGNATURE

  
PRINT NAME

## LETTER OF UNDERSTANDING (B)

Recognizing that the work covered by this Agreement and in the construction industry in general is competitive.

And recognizing that the Employer relies on being able to efficiently and effectively apply the terms of this Collective Agreement to that work as required by this Agreement in order to maintain its business.

Now therefore the Parties agree that:

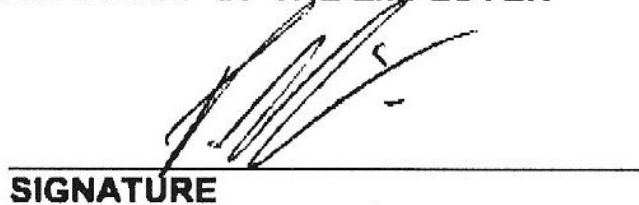
- (a) The parties hereby irrevocably agree that if after giving notice to bargain they are unable to conclude a collective agreement, either party may, by giving notice of its intention to proceed to voluntary arbitration to the other part in writing ("Notice"), refer all matters remaining in dispute between them to an arbitrator for final and binding determination.
- (b) It is the parties' intention that the agreement set out in sub-article (a), above engages section 40 of the *Labour Relations Act, 1995*, and that Notice shall have the effect of an irrevocable agreement within the meaning of section 40 of the *Act*.
- (c) The party that gives Notice shall invite the arbitrator to act. Invitations shall be made to the following arbitrators, in rotation, or to such other arbitrators as may be agreed upon by the parties.
  - Jesse Nyman
  - Eli Gedalof
  - Michael McFadden
  - Jack Slaughter

**ON BEHALF OF THE UNION**

  
SIGNATURE

Attilio Tonz Mallica  
PRINT NAME

**ON BEHALF OF THE EMPLOYER**

  
SIGNATURE

Paul Gibson  
PRINT NAME