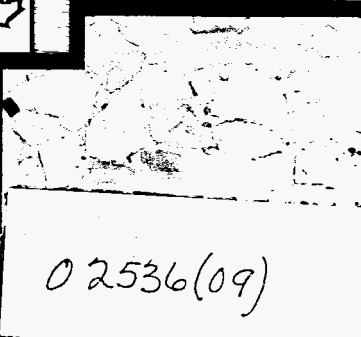
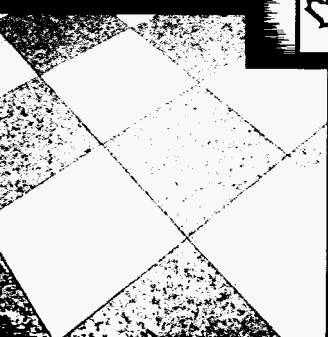
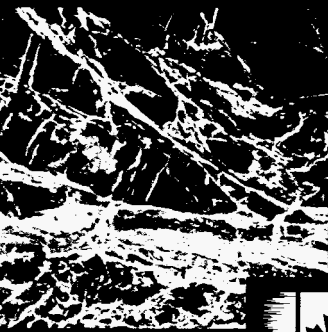


**OPC-GUILD
PROVINCIAL ICI
COLLECTIVE AGREEMENT**

**FOR MARBLE TILE
TERRAZZO CEMENT
MASONS RESILIENT FLOOR
LAYERS AND THEIR HELPERS**



02536(09)

JUNE 11, 2007 – APRIL 30, 2010

OPC-GUILD PROVINCIAL ICI COLLECTIVE AGREEMENT

**FOR ■ MARBLE ■ TILE
■ TERRAZZO ■ CEMENT
MASONS ■ RESILIENT FLOOR
LAYERS AND THEIR HELPERS**

Between:

The Ontario Provincial Conference

(Hereinafter called

the "OPC", the "Union" or the "EBA")

- and -

The Terrazzo, Tile & Marble Guild of Ontario, Inc.

(Employers Bargaining Agent)

(Hereinafter called the "Employer/Guild")

(Collectively called the "Parties")

June 11, 2007 – April 30, 2010

RECEIVED
DEC 05 2008

■ TABLE OF CONTENTS	()
ARTICLE 1 - RECOGNITION AND SUB-CONTRACTING .4	()
ARTICLE 2 - DURATION OF AGREEMENT6	()
ARTICLE 3 - GRIEVANCE AND ARBITRATION PROCEDURE6	()
ARTICLE 4 - WORK STOPPAGES..8	()
ARTICLE 5 - UNION SECURITY & HIRING PRACTICES8	()
ARTICLE 6 - MANAGEMENT RIGHTS11	()
ARTICLE 7 - SAFETY11	()
ARTICLE 8 - APPRENTICES AND IMPROVERS12	()
ARTICLE 9 - OLDER MEMBERS15	()
ARTICLE 10 - HOLIDAYS AND OVERTIME15	()
ARTICLE 11 - BUSINESS AGENT16	()
ARTICLE 12 - JOB STEWARD16	()
ARTICLE 13 - LAY OFF NOTICE16	()
ARTICLE 14 - WORK BREAK17	()
ARTICLE 15 - WORKING CONDITIONS17	()
ARTICLE 16 - ALL EMPLOYEE BENEFIT PLANS18	()
ARTICLE 17 - TRAVEL AND BOARD20	()
ARTICLE 18 - EMPLOYER AND EMPLOYEE DEDUCTIONS AND CONTRIBUTIONS23	()
ARTICLE 19 - DELINQUENT REMITTANCES AND PENALTIES25	()
ARTICLE 20 - SHIFT WORK26	()
	()
	()

ARTICLE 21 - JURISDICTION-MARBLE, TILE. TERRAZZO. MECHANICS. CEMENT MASONRY. RESILIENT FLOOR LAYERS AND HELPERS	27
ARTICLE 22 - PAYMENT OF WAGES	27
ARTICLE 23 - REPORTING TIME	28
ARTICLE 24 - HOURS OF WORK	28
ARTICLE 25 - EMPLOYERS WORKING	29
ARTICLE 26 - MAINTENANCE OF TOOLS	30
ARTICLE 27 - TERMS OF EMPLOYMENT	31
ARTICLE 28 - VACATION PAY TRUST FUND	32
ARTICLE 29 - WAGES. DEDUCTIONS. CONTRIBUTIONS	32
ARTICLE 29B - STACKWORK AND SILOS	43
ARTICLE 29C - HEIGHT PREMIUM	43
ARTICLE 30 - PENSION FUND	43
ARTICLE 31 - BILL 69	44
APPENDIX A - MEMBERS/SIGNATORIES TO THE COLLECTIVE AGREEMENT	46
APPENDIX B - TERRITORIAL JURISDICTION OF THE LOCAL UNIONS	55
APPENDIX C - JURISDICTION	63
APPENDIX D - MINUTES OF RECORD	67
APPENDIX E - MONTHLY DUES SCHEDULE	71
APPENDIX F - ALL LOCALS	71
APPENDIX G - EXPEDITED ARBITRATION SYSTEM	71
APPENDIX H - BENEFITS PLAN	77

■ PARTIES

The Parties to this collective agreement are the Ontario Provincial Conference (hereinafter called the "Union", the **OPC** or the "EBA"), the certified employee bargaining agency and the Terrazzo, Tile & Marble Guild of Ontario Inc. (hereinafter called the "Employer" or the "Guild"), the designated employer bargaining agency.

A reference to the "Union" in all areas of the Province except within the territorial jurisdiction of **IU Locals 6, 7 and 25** is a reference to the Brick and Allied Craft Union of Canada ("**BACU**") and its Local Unions.

■ PURPOSE

WHEREAS, the general purpose of this Agreement is to establish mutually satisfactory arrangements between the Employers and their employees and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work, wages and fringe benefits for all the employees who are subject to the provisions of this Agreement.

All reference to employees and employers in this agreement includes both male and female and wherever the male gender is used it shall be construed to include male and female.

THEREFORE, it is expressly agreed and declared by and between the Parties, both individually and collectively, as follows:

■ ARTICLE 1 RECOGNITION AND SUB-CONTRACTING

- (a) The Employer recognizes the Union as the exclusive bargaining agent for marble, tile and terrazzo, cement masons and resilient floor layers and their helpers, their respective apprentices, improvers and working foremen in its employ in the Province of Ontario and for whom the Union has bargaining rights. The Employer recognizes the territorial jurisdiction of the Local Unions as described in Appendix B hereto.
- (b) The **OPC** recognizes the Employer as the exclusive bargain-

ing agent for all *members/signatories* as outlined in Appendix A and shall **be** bound to this Agreement and any other Employers desirous of entering into a contractual agreement with the OPC in the Province of Ontario.

- (c) (i) Any Employer who is a party to this Agreement, save and except owners, developers and general contractors, shall not sub-contract any part of the contract encompassing the skills of the members of the Union.
 - ii) Any owner, developer or general contractor who is a party to this Agreement desirous of sub-contracting any work encompassing the skills of members of the Union shall only sub-contract said work to an employer who has signed this Agreement or the BACU-Guild ICI Agreement for Tile.
 - iii) Any owner, developer or general contractor who is a party to this Agreement desirous of sub-contracting any work encompassing the skills of members of the Union shall not sub-contract said work without the prior consent of the Union, with any Employer who is in arrears for any contributions, deductions or remittances required by the collective agreement.
 - iv) Any Employer who is a party to this Agreement, save and except owners, developers and general contractors, shall not sub-contract any part of the contract, however the employer may receive employee(s) on loan as per Article 5(e) provided it is on an hourly basis only.
- (d) An Employer shall not enter into a contract, sub-contract or transfer of work covered by this Agreement without prior consent from the Union, with any Employer who *is* in arrears for any contributions, deductions or remittances required by this Agreement and shall be confirmed in writing by the Union.
- See Letter of Understanding, September 12, 2002.
- (e) This Agreement applies to construction industry work and to non-construction industry work in the industrial, commercial and institutional (ICI) sector.

- (f) The parties acknowledge that the **BACU** has agreed to utilize the hiring halls of **IU Locals 6** and **7** respectively and to man jobs in the territory of **IU Locals 6** and **7** respectively.

The parties agree that the following rules shall apply to employees who work in locations other than their home locals. All Local Union dues check-off that are deducted under this collective agreement shall be paid to the Local Union in whose territory the work is being performed. All benefit contributions including welfare, dental, pension, SUB plans shall be paid to the member's home Local Union or plan.

■ **ARTICLE 2** **DURATION OF AGREEMENT**

This Agreement shall be in effect from June **11, 2007** until April **30, 2010** and thereafter triennially unless written notice be given not more than one hundred and twenty (**120**) days and not less than ninety (90) days before the expiry day (or its anniversary, as the case may be), by the party desirous of change. In receipt of such written notice, the parties to this Agreement shall convene a meeting within thirty (30) days, and endeavour to reach an Agreement.

■ **ARTICLE 3** **GRIEVANCE AND ARBITRATION PROCEDURE**

- (a) Any dispute between a Local Union and a Local Employer or any grievance by any Employee covered under this Agreement which arises out of the interpretation, application, administration or alleged violation of this Agreement shall be adjusted if possible by the Local Union representative and the Local Employer or his designated representative. A meeting between the Local Union representative and the Local Employer or his designated representative shall be called within five (5) working days of receipt of the dispute or grievance by the party grieved against. If the dispute or grievance is not settled within ten (10) working days of such receipt then the grieving party may refer it to its Bargaining Agent (**OPC** or **BACU** or the Terrazzo Tile & Marble Guild of Ontario, Inc. as the case may be). On

receipt of the dispute or grievance the grieving party's Bargaining Agent may, if deemed advisable, submit the dispute or grievance to the Ontario Joint Conference Board.

- (b) The object of the Ontario Joint Conference Board is to establish fair working conditions and regulations for both the Employer and the employee in the construction industry and to maintain industrial peace by resolving disputes and grievances which arise under this Agreement from time to time. In order that these objectives may be maintained and furthered the Ontario Joint Conference Board (formed pursuant to a collective agreement which commenced operating May 1st, 1973, and which expired on April 30th, 1976) is continued under this Agreement. The Board shall have equal representation from the Employers and the Union. It shall meet at the request of either party. Its duties shall include:
- i) attempting to resolve disputes and grievances prior to arbitration.
 - ii) investigating and recommending methods to improve trade practices, efficiency, productivity and standards of workmanship in the industry.
 - iii) attempting to improve labour relations between Employers and the Union.
 - iv) promoting the best interests of the industry generally.
- (c) **Arbitration Procedure** — See Appendix G - Expedited Arbitration System.
- (d) **Hardship Clause** — Where a particular clause or article of this Agreement may be found to work a hardship in a specific geographical jurisdiction of a Local Union, either the Local Union or Local Employers Group may request a meeting with the other to consider the hardship in question. Should the Local Union and Local Employers Group agree to amend the collective agreement to address the hardship, such agreement shall be made in writing and referred to the Union and the Guild for their endorsement. Where no agreement is reached, the issue will only be referred to the

O.J.C.B. by agreement of both the Local Union and Local Employers Group.

- (e) The Local Union and/or the Employer shall not enter into special agreements, changes, additions or concessions to the Agreement without the express approval of both the Employee and Employer Bargaining Agencies.

■ **ARTICLE 4**

WORK STOPPAGES

During the lifetime of this Agreement the Employer and the Union agree that there will be no strike, and the Employer agrees that he will not cause a lock-out. The parties further agree that they will not threaten to take any of the actions which under the provisions of this Article, they have expressly agreed they will not take.

■ **ARTICLE 5**

UNION SECURITY & HIRING PRACTICES

- (a) (i) The Employer agrees to phone the Local Union office for all members required within the territorial area of the Union Local, as set out in Appendix B. The Union shall supply the Employer with a referral slip for each member to be hired.
- ii) The Employer shall have the right to recall a former employee within 35 days of the employee's layoff provided that, the former employee is registered on the Local's unemployed list and the local union is notified of the callback or the original employer may recall an employee when he completes the current project worked on providing that it is within 35 days of the original layoff. Any employee(s) found in violation with the Provincial Agreement shall be dealt with in accordance with the Local Union Constitution. If an employee takes a leave of absence, the employee may return to the employer.
- iii) When the Employer requires additional employees he shall hire members from the Local Union hiring list (E.I.

List) 50% of whom can be requested as long as they are members in good standing of the Union. This ratio must be maintained at all times.

- (b) Preference in employment opportunities for job sites in Area A will be given to those members who reside in Area A and preference in employment opportunities for job sites in Area B will be given to those members who reside in Area B.
- (c) When an Employer is doing work outside of their territorial area, said employer shall notify the Local Union office prior to commencing work and shall hire only members of the Local Union, with the exception of the working foreperson. Should a project be less than five (5) working days, said Employer shall have the right to bring in one additional worker who shall be a member in good standing with the Union.
- (d) Should members of the Local Union not be available as required, an Employer shall have the right to hire Employee(s) from other sources for a probationary period of 35 days providing such Employee(s) make application and become probationary member(s) of said Local Union prior to commencing work. All benefit packages will apply during the probationary period.

See Letter of Understanding, September 12, 2002.

- (e) Any employer who requires the loan of employees, other than an emergency basis, for work encompassing the skills of the members of the Union shall only be eligible to receive loaned employees after the employer has requested the Local Union to supply members in order to perform the work itself and members of the Local Union are not available as requested. The employee(s) on loan must immediately be placed on the employer's payroll that is receiving the loaned employee(s). A time limit on the number of days a worker can be on loan from one employer to another (number of days) to be negotiated. After the expired number of days if the employer who placed the worker on loan has not recalled the loaned employee(s), the employer loses any

claim to the loaned employee(s). However, if the three parties (original employer, employee(s), current employer) consent, the employee(s) may choose to stay with the employer that they originated from and the time limit (number of days) will start at one(1).

- (f) Upon request of an authorized Guild representative, the Local Union shall advise of the number of active members in the Local Union's jurisdiction.
- (g) Timesheets for members are mandatory. On written request by the Union, the Employer shall provide to the Union office copies of the time sheets of members for a preceding period not exceeding six (6) months.
- (h) Notwithstanding any other provision of this Article, for the period commencing January 1, 2010 ending May 1, 2010 or when the Minister of Labour appoints a Conciliation Officer in respect of negotiations concerning renewal of this Collective Agreement, whichever is later, the Employer shall hire members of the Local Union on projects within the territorial area of the Local Union for 100% of its manpower requirements and shall not have the right to recall former employees, within thirty-five (35) days of their layoff, without written consent of the Union during this period of time; moreover, the Employer may transfer members from one job to another within the territorial jurisdiction of the Local Union only with written notice to the Local Union. During this time period, Employers shall have no right to bring in members of a Local Union from outside the area where work is to be performed without the written consent of the Local Union having territorial jurisdiction in the area where the work is to be performed. During this period of time, if the Employers' requirements cannot be met within two (2) working days, the employer shall have the right to obtain employees from other Local Union hiring halls only.

■ ARTICLE 6 MANAGEMENT RIGHTS

The Union agrees and acknowledges that the Employer has the exclusive right to manage the business and to exercise such right without restrictions save and except as such prerogatives of management may be specifically modified by the terms and conditions of this Agreement.

Without restricting the generality of the foregoing paragraph, it is the exclusive function of the Employer:

- (a) To hire, direct, promote, demote, lay off, transfer, discipline and discharge any Employee and to increase and decrease work forces, provided that a claim for discriminatory promotion, demotion or transfer, or claim that an Employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as herein provided.
- (b) To determine the materials to be used, design of the products to be handled, the facilities and equipment required, scheduling of work and location of equipment.
- (c) Employee cellular phones and pagers are not permitted on any project.

■ ARTICLE 7 SAFETY

- (a) It is mutually agreed by both the Employer and the Union that they shall comply with the Occupational Health and Safety Act, and Regulations for Construction Projects and as amended from time to time.
- (b) Employees shall report to the foreman/forewoman any unsafe conditions, unsafe acts or violations of Standard Safety Regulations for construction projects.
- (c) Every employee covered by this Agreement shall be required to own and wear a safety helmet of a type approved by the Construction Safety Association of Ontario.

- (d) Every employee shall own and wear suitable protective footwear.
- (e) A Steward shall have the authority to prevent any employee from working in an unsafe area where Safety Regulations are being violated and immediately report this action to the foreman/forewoman and/or Employer and the Union office. The term Safety Regulations means for construction projects.
- (f) To protect the worker from injury, short pants are not permitted on job sites.
- (g) Mandatory employees' safety training shall be a shared responsibility between the Union and the Guild provided by the Trade School for all locals. Training shall include: WHMIS, Scaffolds, First Aid, Back Care, Full Body Harness and Fall Arrest System, High Lift Safety Systems (etc.). The employer shall pay each employee \$100.00 for attending training courses. The employee is responsible for maintaining safety equipment provided by the employer.

The Union will assure that union members have the required and current safety certificates and training prior to assigning members to the employer.

- (h) It is further agreed that any units or material that weigh in excess of twenty-five (25) kilograms shall require lifting methods such as dolly, chain blocks or other mechanisms or are handled by more than one person.

This Article to be in compliance with the Occupational Health and Safety Act.

■ **ARTICLE 8**

APPRENTICES AND IMPROVERS

- (a) The Employer and the Union mutually agree that, in the best interests of the industry, apprentices shall be hired and properly trained.
- (b) Apprentices must be indentured to the Employer or to the Local Apprenticeship Committee (LAC) and be registered

with the Ministry of Training Colleges and Universities.

- (c) The parties agree to establish and maintain Local Apprenticeship Committees (LAC) consisting of equal representation from the Employers and Union. The Apprenticeship Committee shall be responsible to ensure that apprentices receive proper training in all aspects of the trade and to review the progress of the apprentices at regular intervals.
- (d) The minimum rate for apprentices and improvers shall be:
 - 50% of journeyperson rate for the first period (1400) hrs.
 - 65% of journeyperson rate for the second period (1400) hrs.
 - 80% of journeyperson rate for the third period (1400) hrs.
 - 90% of journeyperson rate for the fourth period (1400) hrs.Improvers wage rates shall be in accordance with the apprentice wage rate for the level established.
Apprentices moving from 4th year to journeyperson must be assessed by the Terrazzo, Tile and Marble Trade School Inc. or qualified trade journeypersons in the branch of the trade being assessed.
- (e) The Employer's participation in wages while the apprentice is attending trade school, shall be a minimum of thirty dollars (\$30.00) per week.
- (f) For the purpose of continued employment apprentices or improvers may be transferred to any Local of the Union, providing that the Local Union in which the apprentice is to work does not have any apprentices or improvers available for employment.
- (g) The ratio of apprentices or improvers to be applicable to any one project shall not exceed two (2) Journeypersons employed to one (1) apprentice or improver: apprentices or improvers will be registered with the Union.
- (h) The Employers shall contribute all fringe benefits for apprentices and improvers for the terms of their apprenticeship over and above the basic wage in accordance with the Agreement in effect.

- (i) The minimum amount of hours an apprentice must work on the tools shall be as follows:

1st year apprentice	24 hours/week
2nd year apprentice	28 hours/week
3rd year apprentice	32 hours/week
4th year apprentice	Full Time

The apprentice may only do helpers work in excess of designated hours (if all the mechanic's work is **100%** complete on that job site). The apprentice cannot be transferred from one completed job site to another for the purposes of doing helpers work.

- (j) Should helper members of the Local Union not be available **as** required the Employers shall have the right to hire employees from other sources for a period of six (6) months providing the new helper employee makes application to join the Local Union prior to commencing work. Helper employees so hired shall be paid seventy percent (70%) of the helper's rate, plus all contributions, deductions and vacation pay as outlined in Article 29(a). After such time the helper shall be paid the full rate as set out in Article 29(a).
- (k) The Union and Employers agree to provide a well-trained and skilled workforce, and actively support and participate in the trade school training program.
- (l) During the apprenticeship period, apprentices and improvers must attend two courses at the trade school or approved training facility by the employer and employee bargaining units. During the Third year of apprenticeship, the apprentice must attend the second 9 week course at the Trade School or an approved training facility, as mandated by the Ministry of skills and Development. Failure to do so may restrict advancement to journeypersons level. For apprentices travelling outside of an area 50 kilometres from the location of the trade school, the trade school will compensate the apprentice for reasonable cost of travel and board at a rate established by the trade school management.

■ ARTICLE9 OLDER MEMBERS

Consideration for hiring of Union designated older members to be done on an equitable basis. The Union agrees that any member hired in this category shall be a fully qualified mechanic.

■ ARTICLE10 HOLIDAYS AND OVERTIME

Work performed in excess of regular hours of work Monday to Friday shall be paid at the rate of one and one-half (1 1/2) times the minimum wage rate as defined in Article 29(a) during the first two (2) hours. Double time of the minimum wage rate as defined in Article 29(a) Wages shall be paid for work performed in excess of the first two (2) hours. Work performed on Saturdays, Sundays and the following holidays: New Year's Day, Good Friday, Victoria Day (or Birthday of the Reigning Sovereign), Canada Day, Civic Holiday (Local), Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Family Day shall be paid at double time at the minimum wage rate as defined in Article 29(a) Wages. Wherever all other Building Trades Locals in a particular area have Remembrance Day as a recognized holiday, by Collective Agreement, then for the purpose of this Agreement, Remembrance Day shall be recognized as a holiday and employees covered by this Agreement in that particular area shall receive the double time rate for work performed on Remembrance Day.

When a holiday named above falls on a Saturday or a Sunday then the following Monday or the next regular scheduled work day shall be taken as the holiday unless other building trades in affected areas are taking the Friday before thus making Monday impractical, should Canada Day fall on a Monday to Friday weekday, it shall be taken on the day on which it falls. In a holiday week when the Monday or Friday is deemed a holiday, the regular hours of work shall be thirty-two (32) hours for that week. Therefore, overtime rates shall apply after the thirty-two (32) hours.

■ ARTICLE 11 BUSINESS AGENT

The Employer shall not prevent the Business Agent(s) of the Union from having access to the Employers projects. Upon arrival at the project, the Business Agent(s) shall advise the project office of his presence.

■ ARTICLE 12 JOB STEWARD

No discrimination shall be shown against any Job Steward for carrying out his duties. It is also agreed that the Union will advise the foreperson or the Employers representative of the appointment of a Job Steward. It is further agreed that a Job Steward will be appointed on all jobs of the Employer by a representative of the Union and he shall be one (1) of the last two (2) workers retained by the Employer. The foreperson shall advise the representative of the Union before discharging a Job Steward. If a Job Steward is appointed, he must be appointed from the on-the-job crew.

■ ARTICLE 13 LAY OFF NOTICE

- (a) One (1) hour shall be given and paid for whenever employees are laid off or dismissed. Four (4) hours notice or payment of four (4) hours in lieu thereof, shall be given prior to layoff.
- (b) The employer shall provide records of employment, all final documentation and pay to the employee's home within forty-eight (48) hours by special delivery mail. Laid off employees that are paid by electronic banking, shall receive payment of their wages within forty-eight (48) hours of lay Off.
- (c) Any employee who voluntarily leaves employment shall have their wages, insurance records and hospitalization forms by the next regular pay day.

- (d) Employees who do not receive their pay as defined above shall be entitled to receive an amount equal to the regular hourly rate of pay based on regular daily working hours until such time as the employee receives their pay, except in cases beyond the control of the Employer

■ **ARTICLE14** **WORK BREAK**

It is agreed that employees shall be given **two (2)** fifteen (15) minute breaks on each regular working, evening or nightwork, or designated shift with **no loss** of pay. The Employer or foreman/forewoman, shall exercise his/her discretion as to when the breaks shall occur, but every reasonable effort shall be made to schedule such break at the mid-way points of the working periods as defined. Employees shall be given an additional 15 Minute break after two (2) hours of overtime. Smoking breaks shall only be taken in permitted areas on the designated breaks, according to local by-laws.

■ **ARTICLE15** **WORKING CONDITIONS**

- (a) Should an employee receive an injury or become **ill** which causes the employee to leave the jobsite the Employer shall instruct an employee to arrange for the safekeeping of such employee's tools and clothes without loss of pay.
- (b) When an employee is injured on the jobsite and must leave the job for medical attention or when the doctor decides that the employee is unable to return to the job because of the injury, or if instructed by the foreman/forewoman or superintendent to go home, the employee shall be paid the regular wages and other benefits for the full day or designated shift. If in the opinion of the Employer another employee is required to leave the jobsite with the injured or **ill** employee, to assist in getting medical attention, that employee shall be paid regular wages and other benefits for any lost time incurred in this way. Transportation when necessary shall be arranged by the Employer to a doctors

office or hospital. The Union office and the Employer shall be notified immediately of an accident to an Employee where loss of time is involved. Copies of the Workplace Safety and Insurance Board Report will be available to the injured employee and Union upon request.

- (c) A five (5) minute clean-up time will be allowed at the end of each working day or shift.
- (d) On a jobsite where one or more Local Union employees are employed and facilities are not provided for others, the Employer shall meet the provisions and requirements of the Occupational Health and Safety Act and Regulations for Construction Projects, Section 28 and 29 (R22).
- (e) Inclement Weather

By mutual consent of the Local Union and the affected Employer, should inclement weather cause employees on a project to lose eight (8) hours or more during a Monday to Friday regular work week, then Saturday may be worked at make-up time rates. Employees working on Saturday shall not work in excess of the regular work week hours on a Monday to Saturday basis. If the employee works over the number of hours of a regular work week then double time shall apply to the excess hours. It is understood and agreed that make-up time is on a voluntary basis only. Employees not wishing to work the make-up time shall not be subject to disciplinary action or layoff.

The employer shall notify the union twenty-four (24) hours prior to implementing this article.

■ **ARTICLE 16**

ALL EMPLOYEE BENEFIT PLANS

- (a) It is agreed that contributions to a provincial, international or local employee benefit plan referred to in this agreement and deductions in respect of Union dues may be amended by the Union during the course of this Agreement by letter advising the Employer of the changes to be effective not earlier than thirty (30) days from the date of the letter, so

long as the total negotiated compensation package is not increased. Thereby it is understood that in accordance with this article, the Union may unilaterally establish a new benefit plan, and require the Employer to make contributions to that plan upon written notice to the Employer, and so long as the total negotiated compensation package is not increased thereby.

- (b) It is further agreed that should the Union or any local Union be desirous of implementing jointly equal trustee benefit trust plans, it shall be permitted to do so provided that such cost **be** taken from the total negotiated wage package. It is further agreed that should the Union or any local Union be desirous by implementing trustee benefit trust plans it shall be permitted to do so providing that all existing plans remain as jointly equal trustee plans. All costs including any tax associated with the operating cost of a new plan shall be taken from the total negotiated wage package.
- (c) Employee Dues Deductions Plans shall also comply with (a) and (b) above except for the requirement of being jointly trustee.
- (d) Such Plans shall be reviewed by and filed with the Ontario Joint Conference Board.
- (e) **All** deductions and contributions as outlined in Article 29(a) shall be paid not later than the 15th day of the month following the month in which they were earned. The combined payments shall be deposited in accordance with the designated place appearing on the Employers Monthly Contribution Report Form.
- (f) If the Employer does not have any members in his employ a nil report shall be filed by the Employer on a monthly form in accordance with Section (e) above.
- (g) On request, the employer shall send a copy of the employee T 4 form to the Guild or the Union on March 1st, of each year.

■ ARTICLE 17 TRAVEL AND BOARD

1. Free Travel Zone

The Free Travel Zone for all Local Unions shall be the area within a thirty-five (35) kilometre radius of the City Hall of the City in which the Local Union is located. In Local 4 St. Catharines, the thirty-five (35) kilometre radius shall be taken from the Center of Allenburg. In IU Local 7 Ottawa, the thirty-five (35) kilometre radius shall be taken from the Chateau Laurier and the City Hall of Cornwall. In Local 28 Sudbury, the thirty-five (35) kilometre radius shall be taken from the Federal Building. In Local 10 Kingston, the thirty-five (35) kilometre radius shall be taken from the City Halls of Belleville, Brockville, Cornwall, Kingston and Peterborough.

2. Travel Allowance

- a) When the Employees provide their own transportation beyond the boundary of the Free Travel Zone as defined in Clause 1 herein, they shall be paid travel allowance at the following applicable rates:

Fifty Cents (50) cents per kilometre for the first 5,000 kilometres and forty-four (44) cents per kilometre thereafter. At such time that the Canada Revenue Agency increases the rate, the new rate shall apply.

- (b) (i) Employees instructed to travel from one project to another during the regular working day shall be paid parking. Whenever there is work to be done on a short term project and paid parking is required for a vehicle and where there are no lockup facilities the Employer shall pay parking on a daily basis.
- (ii) When working in downtown Toronto the employee shall be paid six dollars (\$6.00) per day for parking expenses effective on Ratification and seven dollars (\$7.00) per day effective May 1st, 2008 and eight dollars (\$8.00) per day effective May 1st, 2009.

The border area for downtown Toronto is Bloor St., Jarvis St., Spadina Ave. and the Lakeshore.

Travel allowance shall not exceed board allowance as defined in Clause 3(a).

- c) The Employer shall provide to the employees working under the terms of this collective agreement, the Revenue Canada Form T2200 Declaration of Conditions of Employment signed by the employer.

3. Board Allowance

- (a) Board allowance for all Local Unions shall be as follows:

Effective May 1st, 2007 — \$82.00 per day.

Effective May 1st, 2008 — \$85.00 per day.

Effective May 1st, 2009 — \$88.00 per day.

- (b) On projects where Board Allowance applies, and are located two hundred and one (201) kilometres or **less** from the boundary of the Free Travel Zone of all Local Unions, the applicable Board Allowance shall be paid on the basis of five (5) days per week.

Travel Allowance at the applicable rates as defined in Clause 2 herein, shall be paid to and from the project from the Free Travel Zone boundary once per project in addition to the applicable Board Allowance.

- (c) On projects where Board Allowance applies and located more than two hundred and one (201) kilometres from the boundary of the Free Travel Zones of all Local Unions, the applicable Board Allowance shall be paid on the basis of seven (7) days per week, providing that the employee has worked the full regular work week scheduled in accordance with Article 24. Travel Expense at the applicable rates as defined in Clause 4(a) herein, shall **be** paid to and from the project from the Free Travel Zone boundary once per project in addition to the applicable Board Allowance.

The employer shall be required to pay travelling time, to the project and return upon completion of project, based on the applicable regular straight time hourly rate of the area in which the employee resides and holds membership providing that the duration of the project is 15 days or more

4. Employees instructed to travel from one project to another during the regular working day after having reported to the initial jobsite shall be paid Travel Allowance at the applicable rate as defined in Clause 2 herein, using the most practical direct route in addition to his regular hourly rate.
5. All Travel Allowance and Board Allowance shall be paid weekly by cash or cheque and within four (4) working days of the closing day of the pay period and identified separately from wages.
6. When employees are instructed to use public transportation to go to projects located more than two hundred and one (201) kilometres from the Free Travel Zone boundary of all Local Unions and return, the Employer shall pay the cost of all such transportation and meals. The Employer shall be required to pay travelling time based on the applicable regular straight time hourly rate of the area in which he resides and holds membership, to a maximum of eight (8) hours per day. When the time required to travel to the project is less than eight (8) hours, the employee shall work the balance of his regular working period.
7. (a) Return public transportation costs shall be paid to an employee by the Employer on the following basis:
On projects located from the boundary of the Free Travel Zone, of the employee's Local from which he was hired-
322 — 644 kilometres one round trip every two (2) months
644 — 966 kilometres one round trip every four (4) months

966 kilometres and over one round trip every six (6) months and travelling time shall not apply.

- (b) On projects of more than ninety (90) days duration should an employee leave prior to completion of the project, for reasons other than compassionate grounds, Travel Allowance and Travel Time may be withheld.

8. When camp conditions are of a necessity in lieu of the Board Allowance defined in Clause 3(a) herein, it is agreed that such camp conditions shall be of first class accommodation and such accommodation conditions shall be established prior to the commencement of work.

9. In lieu of the Board Allowance defined in Article 17, Subsection 3(a) herein, the Employer may provide room and board at the Employer's cost. Such room and board shall be first class and mutually agreed upon by the Union and the employee.

■ ARTICLE 18

EMPLOYER AND EMPLOYEE DEDUCTIONS AND CONTRIBUTIONS

(a) Each Employer shall contribute an amount of fifty-six cents (56¢) per hour for each hour earned by each employee covered by this Agreement of which forty cents (40¢) per hour shall be allocated to the Terrazzo, Tile & Marble Guild of Ontario, Inc., and fifteen cents (15 cents) per hour to the Terrazzo, Tile & Marble Trade School Inc., and one cent (1 cent) per hour to the Ontario Construction Secretariat. The Guild may amend their Employer Contributions upon thirty (30) days written notice to the OPC.

(b) Apart from contributions above each Employer agrees that each Employer shall deduct the amount of sixty-nine (69) cents per hour for each hour earned of which one (1) cent shall be allocated to the Ontario Construction Secretariat, twenty-eight (28) cents check-off to the BACU and twenty-five cents (25¢) to the BACU Organizing Trust Fund. The OPC

or BACU may amend the employee contributions upon thirty (30) days notice to the Guild. Employee training contributions in the amount of Fifteen (15) cents per hour shall be allocated to the Terrazzo, Tile & Marble Trade School Inc.

- (c) Deductions and contributions shall be compiled monthly and the Employer shall forward the combined amounts together with an Employer Report Form, provided by the Union, to the designated place appearing on the Employer's Monthly Contribution Report Form to be received not later than the 15th of each month following the month for which such deductions and contributions were earned. Copies of the Employer's Report Form shall also be forwarded to the Local Joint Committee as established in (d). Employers must file a "Nil Report" for each month in which they may have no Employees.
- (d) The Local Union and Local Employer shall establish a Local Joint Committee of equal representation to scrutinize and verify the hours earned and payments made. Any discrepancies or late payments shall be dealt with by the Local Joint Committee and the Employer concerned.
- (e) The Union on receipt of such remittances shall within five (5) working days remit forty-one cents (41¢) per hour for each hour earned by the employee to the Terrazzo, Tile & Marble Guild of Ontario, Inc., and thirty cents (30¢) per hour to the Terrazzo, Tile & Marble Trade School Inc., together with a copy of the Employers Report Form.

Funding for the Trade School shall be shared equally between the Guild and the Union.

Remittance Forms

- (g) There shall be a maximum of two (2) Remittance Forms used when contributions are sent in by contractors each month. The first form should have all Local Union's (Employer/Employee) administered plans and contributions such as (Local Dues, Check-off, SUB Plans, Dental, Welfare Plans, Local Pensions).

These contributions shall be broken down individually on the forms and then totalled at the bottom with only "one cheque" written to the Locals or designate.

The other form would include all of the Provincial benefit plans and Employer/Employee contributions as spelled out in the collective agreement (Article 29).

These contributions should be broken down individually on the forms and then totalled with only "one cheque" written to designate.

- (h) The Guild shall pay the BACU four (4%) percent of Employer dues collected from contribution forms for administration.

■ **ARTICLE 19**

DELINQUENT REMITTANCES AND PENALTIES

- (a) Local and/or Provincial remittances not received in accordance with Articles 16 and 18 shall be in violation of this Agreement and the Employer affected shall be subject to pay a penalty of five (5%) percent per month or portion thereof or sixty (60%) percent simple interest annually of the total combined amount due which has not been received beyond the due date.

In addition, the delinquent Employer shall be required to pay all costs of collection of such liquidated damages and may be required, upon request of the Trustees, to deposit with the Trustees a cash deposit, irrevocable letter of credit or equivalent acceptable security to a maximum of twenty-five thousand dollars (\$25,000). The Trustees of Local and/or Provincial Funds may at their discretion require that other Employers deposit with the Trustees acceptable form of security to a maximum of twenty-five thousand dollars (\$25,000).

- (b) Should an Employer refuse to pay the penalty or deposit of security herein provided, it is agreed that employees of such Employer may refuse to work for such Employer until the Employer has complied with payment and/or deposit of security.

- (c) Refusal to work by Employees shall not be a violation of this Agreement or an unlawful stoppage of work within the provisions of the Ontario Labour Relations Act, and the Employer shall not institute or commence any applications, actions or proceedings of any nature whatsoever under the Ontario Labour Relations Act, this Agreement or otherwise against the Union or any of its officers, officials, servants, employees, agents or members in connection with any such refusal to work
- (d) All payments of hours of work (gross), deductions and contributions by Employers for grievances of late or delinquent contributions must be accompanied by the Employer Contribution Report Form with supporting information and the remittance forwarded to the administrator, Guild, Union, the Local and Trust Funds as per Articles 18 and 29(a).
- (e) The Trustees or OPC can require any new contractor or contractor who was either an owner or principal in a company that went out of business or bankrupt owing monies to the Funds or OPC, to deposit with the Trustees a cash deposit, irrevocable letter of credit or equivalent acceptable security to a maximum of twenty-five thousand (25,000) dollars.
- (f) Notwithstanding any other provision of this collective agreement, the Union shall have the right to remove its members from the jobsite of the Employer if the Employer fails to make its required health and welfare, pension, wages and vacation pay in full. The employees shall not return to work until such time as the Employer remits all outstanding contributions to the fund.

The Union shall notify the Employer and the Guild five (5) working days prior to the removal of the employee(s).

■ **ARTICLE 20**

SHIFT WORK

- (a) When it is necessary to work two (2) or three (3) shifts daily on any particular job no Employee except the working fore-

man/forewoman shall be permitted to work on more than one (1) shift in any twenty-four (24) hours.

- (b) When a shift schedule is worked, the hours of work and the hourly rate of pay shall be;

Day Shift - 8:00 a.m. to 4:00 p.m. - at regular straight time rate - including a half (1/2) hour Lunch Period.

Second Shift - 4:00 p.m. to 12 Midnight - seventy-five (75) cent premium over the hourly straight time rate - including a half (1/2) hour Lunch Period.

Third Shift - 12 Midnight to 8:00 a.m. - one (1) dollar premium over the hourly straighttime rate -including the half (1/2) hour Lunch Period.

- (c) When a shift schedule is worked between 8:00 a.m. on Saturdays, Sundays, Holidays to 8:00 a.m. on Monday or 8:00 a.m. Tuesday following a Monday holiday, it shall be paid for at double the hourly time as defined in Article 29(a) - Wages, Deductions, Contributions

■ **ARTICLE 21** **JURISDICTION-MARBLE, TILE, TERRAZZO, MECHANICS, CEMENT MASONRY, RESILIENT FLOOR LAYERS AND HELPERS**

See Appendix C attached hereto.

■ **ARTICLE 22** **PAYMENT OF WAGES**

- (a) Payment of Wages shall be made not later than Thursday of each week on the jobsite during working hours, by cash or cheque, or other negotiable instrument in a sealed envelope such that confidentiality shall be maintained. Time books to be closed weekly and the Thursday pay day must be within four (4) working days of the closing time of the books.

By mutual agreement of the employee and Employer, electronic banking may be used providing that the deposit is in the employee's account by 5:00 p.m. on the Thursday pay

day. The Employer shall inform the Union with the names of the employees agreeing to electronic banking.

- (b) Accompanying the pay, the Employer shall provide a statement for each employee showing the company name, the employee's name, the dates of the pay period, the number of hours worked, the rate per hour, the gross pay, travelling expenses, vacation pay, board allowance, income tax deductions, unemployment deductions, Canada Pension Plan deductions, and any other miscellaneous deductions or contributions, and net pay.
- (c) Any employee failing to receive their regular pay on the regular pay day shall give notice to the Employer or representative. If the Employer does not make payment of wages before twelve (12:00) noon on the following working day, the Employer shall pay two (2) hours pay at the applicable straight time hourly rate in addition to his/her wages to the employee for each day the delinquency continues.

■ ARTICLE 23 REPORTING TIME

When an employee reports for work at the Employer's shop or job, at the request of the Employer and is told he is not required, he shall be paid a minimum of three (3) hours wages plus travel expenses and/or board allowance when applicable.

■ ARTICLE 24 HOURS OF WORK

- (a) The regular working day shall consist of eight (8) hours work schedule between 8:00 a.m. and 4:30 p.m. with not less than one-half (1/2) hour for lunch. Five (5) consecutive working days shall constitute the regular working week beginning on Monday and ending on Friday of each week.
- (b) However, such hours of work may be altered by mutual consent by the Parties to this Agreement.
- (c) When work cannot be done during the regular working day of 8:00 a.m. to 4:30 p.m. on Mondays to Friday, such work

may be done as evening or night work, and the employees shall be paid one (1) hour premium over the hours worked. Any hours in excess of eight (8) hours shall be paid in accordance with Article 10 (Holidays and Overtime)

- (d) Maintenance work that must be performed on weekends shall be paid at one and one half (1-1/2) times the hourly rate.

■ ARTICLE 25 EMPLOYERS WORKING

- (a) It is contrary to the sound business principles and the spirit of this Agreement for Employers to work with the tools, thus depriving workers of employment.
- (b) It is understood and agreed that no member of the Union will work on a project covered by this Agreement where an Employer or a member of the firm, is working with the tools on any project. No Employer shall be allowed to work with the tools on any project.
- (c) The parties agree that this clause shall be enforced by the Union without exception. In circumstances where an employer is found to have violated this article for the first time, damages shall be limited to the wage package lost by Union members. Subsequent violations of this article shall result in deterrent damages in addition to the wage package lost by the Union members. The parties agree that the deterrent damage amount shall be ten thousand dollars (\$10,000) per working partner. The Union must forward this information to the Guild within twenty-four (24) hours of having received the information. This penalty is to be shared, less applicable fees and costs, equally to the Union and to the Guild's Promotion fund.
- (d) The Union will inform the Guild of these actions. As well, the Guild will inform the Union by letter when it is aware of any occurrences and the Union will confirm to the Guild by registered mail that action has been taken within seven (7) days of the notification being sent.

- (e) **All employers shall inform the Local Union of the location and start date of all new projects over Fifty thousand dollars (\$50,000) prior to commencing work. Employers must report to the Local Union all employees that are required to work on Saturdays and/or Holidays along with the job location. In circumstances where the employer has been found to have violated Article 25 (e) there shall be a warning on the first offence. On the second offence there shall be deterrent damages in the amount of five hundred (500) dollars. For each additional offence there shall be deterrent damages of one thousand (1000) dollars for each offence. The penalty is to be shared, less applicable fees and costs, equally to the Union and to the Guild's Promotion fund. The Guild shall be notified of all grievances and settlements within seven (7) days**

■ **ARTICLE 26**

MAINTENANCE OF TOOLS

- (a) The Employer agrees to maintain and keep all chisels in a sharp and workable condition.
- (b) The Employer agrees to supply cutting wheels for the tile-setters cutting machine.
- (c) The Employers agree that mechanics will be compensated for tools and clothes lost by fire or theft from a securely locked shelter or lock-up box, on claims submitted in writing with substantial evidence, within three (3) working days.
- (d) The following equipment is a part of the Employer's equipment and must be furnished by the employer: mortar boxes, mortar boards, straight edges, tubs, hoes, buckets, polishing rags, steel wool and power tools, power mixing drill must be on every job where bonding materials are to mixed, also bits, plaster bowls and sponges, any tile cutter above sixteen (16) inches, lock-up box or security area all when required.
- (e) The Employer shall be responsible for throw away clothes for the worker on a daily basis when they are working with

epoxy chemicals. The employer must furnish the journeyperson/apprentice installing any epoxy applications with tools to do the job required. The employer shall provide a boot allowance of One Hundred Dollars (\$100.00) every six months when work is being done with epoxy chemicals.

- (f) The Employer shall designate adequate tables and seating facilities on all jobsites where six (6) or more employees are employed by this Agreement for lunch/break time.

■ **ARTICLE 27**

TERMS OF EMPLOYMENT

- (a) Employees covered by this Agreement shall only provide services on an hourly rated basis (as in Article 29(a)). The Employer shall not employ any marble masons, tilesetters or terrazzo workers on a piece work basis or demand any given amount of work for a lump sum, or demand a certain amount of work to be done in a given time, and without limiting the generality of the foregoing, there shall be no limitations as to the amount of work any employee may be required to perform.

The parties agree that this clause shall be enforced by the Union without exception. In circumstances where an employee is found to have violated this article he shall be fined five-hundred (500) dollars in deterrent damages by the Union.

In circumstances where an employer is found to have violated this Article, the employer shall be responsible for the payment of deterrent damages in the amount of one-thousand (1000) dollars per each employee in each violation.

The Union will inform the Guild of these actions. As well, the Guild will inform the Union by letter when it is aware of any occurrences and the Union will confirm to the Guild by registered mail that action has been taken within seven (7) days of the notification being sent. This penalty is to be shared, less applicable fees and costs, equally to the Union and to the Guild's Promotion fund.

- (b) When four (4) or more mechanics are working on a single job, a foreman/forewoman shall be appointed and shall be a qualified mechanic in good standing with the Union and will be under the direction of the Employer. Such working foreman/forewoman shall receive one and one half(1-1/2) hours wages per day in addition to their regular hours worked.
- (c) Only one (1) working foreman/forewoman for each classification may be transferred between Local Union areas.

■ ARTICLE 28

VACATION PAY TRUST FUND

Vacation Pay shall be paid weekly, Vacation and Holiday pay shall be at the rate of ten percent (10%) of the Employee's gross wages earned. This amount includes four percent (4%) in lieu of payment for statutory holidays.

Locals 6 and 31- Vacation pay shall be deducted weekly and remitted monthly to the local's Vacation Pay Trust Funds. Vacation and Holiday pay shall be at the rate of ten percent (10%) of the Employee's gross wages earned. This amount includes four percent (4%) in lieu of payment for statutory holidays.

■ ARTICLE 29

WAGES, DEDUCTIONS, CONTRIBUTIONS

Local Union schedules shall be provided by the Local Union provided no schedule shall be above the total wage package negotiated. Otherwise Local Unions have full autonomy to direct their contributions to any fund of their choosing.

In this article, the reference to "BACU Deduct" means Provincial working dues and the reference to "BACU Per Capita" means Provincial monthly per capita dues and the reference to "Org Fund" means "The Ontario Brick and Tile Organizing Trust" and the reference to "Pension" except local pensions means "The Canadian Bricklayers and Allied Craft Union Members Pension Trust (CMPT)" Canada Customs and Revenue Agency Registration Number T/F 1063478.

■ Article 29 – (A) WAGES, CONTRIBUTIONS, DEDUCTIONS

Increases to total wage package:

Effective on Ratification	\$1.00 increase
Effective May 1st. 2008	55 cents increase
Effective Nov 1st, 2008	55 cents increase
Effective May 1st. 2009	65 cents increase
Effective Nov 1st, 2009	70 cents increase
Total increase -	\$3.45

■ Article 29 – (A) WAGES, BENEFITS-DEDUCTIONS AND CONTRIBUTIONS

ONTARIO PROVINCIAL AGREEMENT-MARBLE, TILE, TERRAZZO, CEMENT MASONS, RESILIENT FLOOR LAYERS AND THEIR HELPERS • EFFECTIVE JUNE 11, 2007 - APRIL 30TH, 2010																	
LOCAL #4 THOROLD				EMPLOYEE DEDUCTIONS										EMPLOYER CONTRIBUTIONS			
Date	Classifications	Hrly. Wage Rate	V.P. 10% Round	Local Dues	BAC Deduct	Local Fund	Org. Fund	Training Fund	IPF Top-up	Pension	Local Pension	Welfare	Dental	SUB	Total Wage Package	Emp. Fund	Training Fund
June 11, 2007	M.M.	30.15	3.01	0.60	0.29	0.25	0.15			5.40	0.00	2.45			40.91	0.41	0.15
	T.T.M.	29.98	3.00	0.60	0.29	0.25	0.15			5.40	0.00	2.45			40.73	0.41	0.15
	C.M.	29.98	3.00	0.60	0.29	0.25	0.15			5.40	0.00	2.45			40.73	0.41	0.15
	B.M.O.	29.05	2.91	0.60	0.29	0.25	0.15			5.40	0.00	2.45			39.71	0.41	0.15
	T.F.M.O.	28.81	2.88	0.60	0.29	0.25	0.15			5.40	0.00	2.45			39.44	0.41	0.15
	M.T.T.H.	28.78	2.88	0.60	0.29	0.25	0.15			5.40	0.00	2.45			39.41	0.41	0.15
May 1st, 2008	M.M.	30.42	3.04	0.60	0.29	0.25	0.15	0.15	0.15	5.40	0.00	2.55			41.46	0.41	0.15
	T.T.M.	30.25	3.03	0.60	0.29	0.25	0.15	0.15	0.15	5.40	0.00	2.55			41.28	0.41	0.15
	C.M.	30.25	3.03	0.60	0.29	0.25	0.15	0.15	0.15	5.40	0.00	2.55			41.28	0.41	0.15
	B.M.O.	29.33	2.93	0.60	0.29	0.25	0.15	0.15	0.15	5.40	0.00	2.55			40.26	0.41	0.15
	T.F.M.O.	29.08	2.91	0.60	0.29	0.25	0.15	0.15	0.15	5.40	0.00	2.55			39.99	0.41	0.15
	M.T.T.H.	29.06	2.91	0.60	0.29	0.25	0.15	0.15	0.15	5.40	0.00	2.55			39.96	0.41	0.15
Nov. 1st, 2008	M.M.	30.92	3.09	0.60	0.29	0.25	0.15	0.15	0.15	5.40	0.00	2.55			42.01	0.41	0.15
	T.T.M.	30.75	3.08	0.60	0.29	0.25	0.15	0.15	0.15	5.40	0.00	2.55			41.83	0.41	0.15
	C.M.	30.75	3.08	0.60	0.29	0.25	0.15	0.15	0.15	5.40	0.00	2.55			41.83	0.41	0.15
	B.M.O.	29.83	2.98	0.60	0.29	0.25	0.15	0.15	0.15	5.40	0.00	2.55			40.81	0.41	0.15
	T.F.M.O.	29.58	2.96	0.60	0.29	0.25	0.15	0.15	0.15	5.40	0.00	2.55			40.54	0.41	0.15
	M.T.T.H.	29.55	2.96	0.60	0.29	0.25	0.15	0.15	0.15	5.40	0.00	2.55			40.51	0.41	0.15
May 1st, 2009	M.M.	30.83	3.08	0.60	0.29	0.25	0.15	0.30	0.30	6.00	0.00	2.55			42.66	0.41	0.15
	T.T.M.	30.66	3.07	0.60	0.29	0.25	0.15	0.30	0.30	6.00	0.00	2.55			42.48	0.41	0.15
	C.M.	30.66	3.07	0.60	0.29	0.25	0.15	0.30	0.30	6.00	0.00	2.55			42.48	0.41	0.15
	B.M.O.	29.74	2.97	0.60	0.29	0.25	0.15	0.30	0.30	6.00	0.00	2.55			41.46	0.41	0.15
	T.F.M.O.	29.49	2.95	0.60	0.29	0.25	0.15	0.30	0.30	6.00	0.00	2.55			41.19	0.41	0.15
	M.T.T.H.	29.46	2.95	0.60	0.29	0.25	0.15	0.30	0.30	6.00	0.00	2.55			41.16	0.41	0.15
Nov. 1st, 2009	M.M.	31.46	3.15	0.60	0.29	0.25	0.15	0.30	0.30	6.00	0.00	2.55			43.36	0.41	0.15
	T.T.M.	31.30	3.13	0.60	0.29	0.25	0.15	0.30	0.30	6.00	0.00	2.55			43.18	0.41	0.15
	C.M.	31.30	3.13	0.60	0.29	0.25	0.15	0.30	0.30	6.00	0.00	2.55			43.18	0.41	0.15
	B.M.O.	30.37	3.04	0.60	0.29	0.25	0.15	0.30	0.30	6.00	0.00	2.55			42.16	0.41	0.15
	T.F.M.O.	30.13	3.01	0.60	0.29	0.25	0.15	0.30	0.30	6.00	0.00	2.55			41.89	0.41	0.15
	M.T.T.H.	30.10	3.01	0.60	0.29	0.25	0.15	0.30	0.30	6.00	0.00	2.55			41.86	0.41	0.15

■ Article 29 – (A) WAGES, BENEFITS-DEDUCTIONS AND CONTRIBUTIONS

ONTARIO PROVINCIAL AGREEMENT-MARBLE, TILE, TERRAZZO, CEMENT MASONS, RESILIENT FLOOR LAYERS AND THEIR HELPERS																		
EFFECTIVE JUNE 11, 2007 - AND EXPIRING APRIL 30TH, 2010																		
LOCAL #5 LONDON				EMPLOYEE DEDUCTIONS					EMPLOYER PAID BENEFITS/CONTRIBUTIONS								INDUSTRY CONTRIBUTIONS	
Date	Classification	Hrly. Wage Rate	V.P.10% Round	Local Dues	Local RRSP	BAC Deduct	Organizing Deduct	Training Fund	IPF Top-up	Pension	Local Pension	Local Training Fund	Welfare	Dental	SUB	Total Wage Pkg.	Emp. Fund	Training Fund
June 11, 2007	T.T.M.	33.06	3.31	0.60	1.60	0.29	0.25	0.15		2.00		0.10	1.05	0.86	0.35	40.73	0.41	0.15
	B.M.O.	32.12	3.21	0.60	1.60	0.29	0.25	0.15		2.00		0.10	1.05	0.86	0.35	39.69	0.41	0.15
	T.F.M.O.H.	31.59	3.16	0.60	1.60	0.29	0.25	0.15		2.00		0.10	1.05	0.86	0.35	39.11	0.41	0.15
May 1st, 2008	T.T.M.	33.45	3.35	0.60	1.60	0.29	0.25	0.15	0.07	2.00		0.10	1.10	0.86	0.35	41.28	0.41	0.15
	B.M.O.	32.51	3.25	0.60	1.60	0.29	0.25	0.15	0.07	2.00		0.10	1.10	0.86	0.35	40.24	0.41	0.15
	T.F.M.O.H.	31.98	3.20	0.60	1.60	0.29	0.25	0.15	0.07	2.00		0.10	1.10	0.86	0.35	39.66	0.41	0.15
Nov. 1st, 2008	T.T.M.	33.95	3.40	0.60	1.60	0.29	0.25	0.15	0.07	2.00		0.10	1.10	0.86	0.35	41.83	0.41	0.15
	B.M.O.	33.01	3.30	0.60	1.60	0.29	0.25	0.15	0.07	2.00		0.10	1.10	0.86	0.35	40.79	0.41	0.15
	T.F.M.O.H.	32.48	3.25	0.60	1.60	0.29	0.25	0.15	0.07	2.00		0.10	1.10	0.86	0.35	40.21	0.41	0.15
May 1st, 2009	T.T.M.	34.49	3.45	0.60	1.60	0.29	0.25	0.15	0.13	2.00		0.10	1.10	0.86	0.35	42.48	0.41	0.15
	B.M.O.	33.55	3.35	0.60	1.60	0.29	0.25	0.15	0.13	2.00		0.10	1.10	0.86	0.35	41.44	0.41	0.15
	T.F.M.O.H.	33.02	3.30	0.60	1.60	0.29	0.25	0.15	0.13	2.00		0.10	1.10	0.86	0.35	40.86	0.41	0.15
Nov. 1st, 2009	T.T.M.	35.13	3.51	0.60	1.60	0.29	0.25	0.15	0.13	2.00		0.10	1.10	0.86	0.35	43.18	0.41	0.15
	B.M.O.	34.18	3.42	0.60	1.60	0.29	0.25	0.15	0.13	2.00		0.10	1.10	0.86	0.35	42.14	0.41	0.15
	T.F.M.O.H.	33.65	3.37	0.60	1.60	0.29	0.25	0.15	0.13	2.00		0.10	1.10	0.86	0.35	41.56	0.41	0.15

■ Article 29 – (A) WAGES, BENEFITS-DEDUCTIONS AND CONTRIBUTIONS

ONTARIO PROVINCIAL AGREEMENT-MARBLE, TILE, TERRAZZO. CEMENT MASONS, RESILIENT FLOOR LAVERS AND THEIR HELPERS																	
EFFECTIVE JUNE 11, 2007 - AND EXPIRING APRIL 30TH, 2010																	
LOCAL #6 WINDSOR				EMPLOYEE DEDUCTIONS						EMPLOYER CONTRIBUTIONS							
Date	Class	Hrly Wage Rate	V.P. 10% Round	Local Dues	Local EBA Fund	BAC Deduct	OPC Ont. Const. Secretariat	Local Organizing Fund	Training Fund	RRSP	Local Pension	Welfare	Dental	SUB	Total Wage Pkg.	Emp. Fund	Training Fund
June 11, 2007		30.20	3.02	0.62	0.26	0.00	0.01	0.20	0.15	1.00	4.25	2.50			40.97	0.41	0.15
May 1st, 2008		30.65	3.07	0.64	0.26	0.00	0.01	0.20	0.15	1.00	4.30	2.50			41.52	0.41	0.15
Nov. 1st, 2008		31.11	3.11	0.64	0.26	0.00	0.01	0.20	0.15	1.00	4.35	2.50			42.07	0.41	0.15
May 1st, 2009		31.56	3.16	0.65	0.26	0.00	0.01	0.20	0.15	1.00	4.50	2.50			42.72	0.41	0.15
Nov. 1st, 2009		32.02	3.20	0.66	0.26	0.00	0.01	0.20	0.15	1.00	4.70	2.50			43.42	0.41	0.15

■ Article 29 – (A) WAGES, BENEFITS-DEDUCTIONS AND CONTRIBUTIONS

ONTARIO PROVINCIAL AGREEMENT-MARBLE, TILE, TERRAZZO, CEMENT MASONS RESILIENT FLOOR LAYERS AND THEIR HELPERS																	
EFFECTIVE JUNE 11, 2007 - AND EXPIRING APRIL 30TH, 2010																	
LOCAL #7 OTTAWA				EMPLOYEE DEDUCTIONS												EMPLOYER CONTRIBUTIONS	
Date	Classification	Hrly. Wage Rate	V.P. 10% Round	Local EBA	Ind. Promo	BAC Deduct	OPC Ont. Constr. Secretariat	Local Org. Fund	Training Fund	I.U. Pension	Local Pension	Welfare	Dental	SUB	Total Wage Pkg.	Emp. Fund	Training Fund
June 11, 2007	M.M.	31.63	3.16	0.33	0.00	0.00	0.01	0.46	0.15	2.00	2.00	2.15			40.94	0.41	0.15
	T.T.M.	31.04	3.10	0.33	0.00	0.00	0.01	0.46	0.15	2.00	2.00	2.15			40.29	0.41	0.15
May 1st, 2008	M.M.	31.63	3.16	0.33	0.00	0.00	0.01	0.46	0.15	2.00	2.55	2.15			41.49	0.41	0.15
	T.T.M.	31.04	3.10	0.33	0.00	0.00	0.01	0.46	0.15	2.00	2.55	2.15			40.84	0.41	0.15
Nov. 1st, 2008	M.M.	31.63	3.16	0.33	0.00	0.00	0.01	0.46	0.15	2.00	3.10	2.15			42.04	0.41	0.15
	T.T.M.	31.04	3.10	0.33	0.00	0.00	0.01	0.46	0.15	2.00	3.10	2.15			41.39	0.41	0.15
May 1st, 2009	M.M.	31.63	3.16	0.33	0.00	0.00	0.01	0.46	0.15	2.00	3.75	2.15			42.69	0.41	0.15
	T.T.M.	31.04	3.10	0.33	0.00	0.00	0.01	0.46	0.15	2.00	3.75	2.15			42.04	0.41	0.15
Nov. 1st, 2009	M.M.	31.63	3.16	0.33	0.00	0.00	0.01	0.46	0.15	2.00	4.45	2.15			43.39	0.41	0.15
	T.T.M.	31.04	3.10	0.33	0.00	0.00	0.01	0.46	0.15	2.00	4.45	2.15			42.74	0.41	0.15

Article 29 – (A) WAGES, BENEFITS-DEDUCTIONS AND CONTRIBUTIONS

ONTARIO PROVINCIAL AGREEMENT-MARBLE, TILE, TERRAZZO, CEMENT MASONS, RESILIENT FLOOR LAYERS AND THEIR HELPERS																
EFFECTIVE JUNE 11, 2007 - AND EXPIRING APRIL 30TH, 2010																
LOCAL #10 KINGSTON				EMPLOYEE DEDUCTIONS										EMPLOYER CONTRIBUTIONS		
Date	Classification	Hrly. Wage Rate	V.P. 10% Round	Local Dues	BAC Deduct	Organizing Fund	Training Fund	IPF Top-up	Pension	Local Pension	Welfare	Dental	SUB	Total Wage Pkg.	Emp. Fund	Training Fund
June 11, 2007	M.M.	31.58	3.16	0.11	0.29	0.25	0.15		1.50	3.00	1.05			40.29	0.41	0.15
	T.T.M.	31.58	3.16	0.11	0.29	0.25	0.15		1.50	3.00	1.05			40.29	0.41	0.15
	C.M.	31.58	3.16	0.11	0.29	0.25	0.15		1.50	3.00	1.05			40.29	0.41	0.15
May 1st, 2008	M.M.	31.45	3.14	0.16	0.29	0.25	0.15	0.15	1.50	3.50	1.10			40.84	0.41	0.15
	T.T.M.	31.45	3.14	0.16	0.29	0.25	0.15	0.15	1.50	3.50	1.10			40.84	0.41	0.15
	C.M.	31.45	3.14	0.16	0.29	0.25	0.15	0.15	1.50	3.50	1.10			40.84	0.41	0.15
Nov. 1st, 2008	M.M.	31.95	3.19	0.16	0.29	0.25	0.15	0.15	1.50	3.50	1.10			41.39	0.41	0.15
	T.T.M.	31.95	3.19	0.16	0.29	0.25	0.15	0.15	1.50	3.50	1.10			41.39	0.41	0.15
	C.M.	31.95	3.19	0.16	0.29	0.25	0.15	0.15	1.50	3.50	1.10			41.39	0.41	0.15
May 1st, 2009	M.M.	31.95	3.19	0.21	0.29	0.25	0.15	0.30	1.50	4.00	1.10			42.04	0.41	0.15
	T.T.M.	31.95	3.19	0.21	0.29	0.25	0.15	0.30	1.50	4.00	1.10			42.04	0.41	0.15
	C.M.	31.95	3.19	0.21	0.29	0.25	0.15	0.30	1.50	4.00	1.10			42.04	0.41	0.15
Nov. 1st, 2009	M.M.	32.58	3.26	0.21	0.29	0.25	0.15	0.30	1.50	4.00	1.10			42.74	0.41	0.15
	T.T.M.	32.58	3.26	0.21	0.29	0.25	0.15	0.30	1.50	4.00	1.10			42.74	0.41	0.15
	C.M.	32.58	3.26	0.21	0.29	0.25	0.15	0.30	1.50	4.00	1.10			42.74	0.41	0.15

Article 29 – (A) WAGES, BENEFITS-DEDUCTIONS AND CONTRIBUTIONS

EFFECTIVE JUNE 11, 2007 - AND EXPIRING APRIL 30TH, 2010

LOCAL #12 KITCHENER				EMPLOYEE DEDUCTIONS										EMPLOYER CONTRIBUTIONS			
Date	Classification	Hrly. Wage Rate	V.P. 10% Round	Local Dues	BAC Deduct	Organizing Fund	Training Fund	IPF Top-up	Pension	Local Pension RRSP	Welfare	Dental	SUB	Total Wage Pkg.	Emp. Fund	Training Fund	
June 11, 2007	M.M.	31.47	3.15	0.47	0.29	0.25	0.15	1.50	1.50	2.70	1.05	0.86		40.73	0.41	0.15	
	T.T.M.	31.47	3.15	0.47	0.29	0.25	0.15	1.50	1.50	2.70	1.05	0.86		40.73	0.41	0.15	
	R.F.M.	31.47	3.15	0.47	0.29	0.25	0.15	1.50	1.50	2.70	1.05	0.86		40.73	0.41	0.15	
	B.M.O.	29.99	3.00	0.47	0.29	0.25	0.15	1.50	1.50	2.70	1.05	0.86		39.10	0.41	0.15	
	F.M.O.	29.79	2.98	0.47	0.29	0.25	0.15	1.50	1.50	2.70	1.05	0.86		38.88	0.41	0.15	
May 1st, 2008	H.	29.50	2.95	0.47	0.29	0.25	0.15	1.50	1.50	2.70	1.05	0.86		38.56	0.41	0.15	
	M.M.	31.79	3.18	0.47	0.29	0.25	0.15	1.50	1.50	2.70	1.10	0.86		41.28	0.41	0.15	
	T.T.M.	31.79	3.18	0.47	0.29	0.25	0.15	1.50	1.50	2.70	1.10	0.86		41.28	0.41	0.15	
	R.F.M.	31.79	3.18	0.47	0.29	0.25	0.15	1.50	1.50	2.70	1.10	0.86		41.28	0.41	0.15	
	B.M.O.	30.31	3.03	0.47	0.29	0.25	0.15	1.50	1.50	2.70	1.10	0.86		39.65	0.41	0.15	
Nov. 1st, 2008	F.M.O.	30.11	3.01	0.47	0.29	0.25	0.15	1.50	1.50	2.70	1.10	0.86		39.43	0.41	0.15	
	H.	29.82	2.98	0.47	0.29	0.25	0.15	1.50	1.50	2.70	1.10	0.86		39.11	0.41	0.15	
	M.M.	31.79	3.18	0.47	0.29	0.25	0.15	1.50	1.50	3.25	1.10	0.86		41.83	0.41	0.15	
	T.T.M.	31.79	3.18	0.47	0.29	0.25	0.15	1.50	1.50	3.25	1.10	0.86		41.83	0.41	0.15	
	R.F.M.	31.79	3.18	0.47	0.29	0.25	0.15	1.50	1.50	3.25	1.10	0.86		41.83	0.41	0.15	
May 1st, 2009	B.M.O.	30.31	3.03	0.47	0.29	0.25	0.15	1.50	1.50	3.25	1.10	0.86		40.20	0.41	0.15	
	F.M.O.	30.11	3.01	0.47	0.29	0.25	0.15	1.50	1.50	3.25	1.10	0.86		39.98	0.41	0.15	
	H.	29.82	2.98	0.47	0.29	0.25	0.15	1.50	1.50	3.25	1.10	0.86		39.66	0.41	0.15	
	M.M.	31.65	3.17	0.47	0.29	0.25	0.15	1.50	1.50	3.25	1.10	0.86		42.48	0.41	0.15	
	T.T.M.	31.65	3.17	0.47	0.29	0.25	0.15	1.50	1.50	3.25	1.10	0.86		42.48	0.41	0.15	
Nov. 1st, 2009	R.F.M.	31.65	3.17	0.47	0.29	0.25	0.15	1.50	1.50	3.25	1.10	0.86		42.48	0.41	0.15	
	B.M.O.	30.17	3.02	0.47	0.29	0.25	0.15	1.50	1.50	3.25	1.10	0.86		40.85	0.41	0.15	
	F.M.O.	29.97	3.00	0.47	0.29	0.25	0.15	1.50	1.50	3.25	1.10	0.86		40.63	0.41	0.15	
	H.	29.68	2.97	0.47	0.29	0.25	0.15	1.50	1.50	3.25	1.10	0.86		40.31	0.41	0.15	
	M.M.	31.65	3.17	0.47	0.29	0.25	0.15	1.50	1.50	3.95	1.10	0.86		43.18	0.41	0.15	
Nov. 1st, 2009	T.T.M.	31.65	3.17	0.47	0.29	0.25	0.15	1.50	1.50	3.95	1.10	0.86		43.18	0.41	0.15	
	R.F.M.	31.65	3.17	0.47	0.29	0.25	0.15	1.50	1.50	3.95	1.10	0.86		43.18	0.41	0.15	
	B.M.O.	30.17	3.02	0.47	0.29	0.25	0.15	1.50	1.50	3.95	1.10	0.86		41.55	0.41	0.15	
	F.M.O.	29.97	3.00	0.47	0.29	0.25	0.15	1.50	1.50	3.95	1.10	0.86		41.33	0.41	0.15	
	H.	29.68	2.97	0.47	0.29	0.25	0.15	1.50	1.50	3.95	1.10	0.86		41.01	0.41	0.15	

Article 29 – (A) WAGES, BENEFITS-DEDUCTIONS AND CONTRIBUTIONS

ONTARIO PROVINCIAL AGREEMENT-MARBLE, TILE, TERRAZZO, CEMENT MASONS, RESILIENT FLOOR LAYERS AND THEIR HELPERS																
EFFECTIVE JUNE 11, 2007 AND EXPIRING APRIL 30TH, 2010																
LOCAL #23 SARNIA				EMPLOYEE DEDUCTIONS										EMPLOYER CONTRIBUTIONS		
Date	Classification	Hrly. Wage Rate	V.P. 10% Round	Local Dues	BAC Deduct	Organizing Fund	Training Fund	IPF top-up	Pension	Local Pension	Welfare	Dental	SUB	Total Wage Pkg.	Emp. Fund	Training Fund
June 11, 2007	M.M.	33.01	3.30	0.61	0.29	0.25	0.15		2.75		1.05	0.86		40.97	0.41	0.15
	T.T.M.	33.01	3.30	0.61	0.29	0.25	0.15		2.75		1.05	0.86		40.97	0.41	0.15
	B.M.O.	32.05	3.20	0.61	0.29	0.25	0.15		2.75		1.05	0.86		39.91	0.41	0.15
	F.M.O.	32.05	3.20	0.61	0.29	0.25	0.15		2.75		1.05	0.86		39.91	0.41	0.15
	H.	31.59	3.16	0.61	0.29	0.25	0.15		2.75		1.05	0.86		39.41	0.41	0.15
May 1st, 2008	M.M.	33.33	3.33	0.61	0.29	0.25	0.15	0.15	2.75		1.10	0.86		41.52	0.41	0.15
	T.T.M.	33.33	3.33	0.61	0.29	0.25	0.15	0.15	2.75		1.10	0.86		41.52	0.41	0.15
	B.M.O.	32.36	3.24	0.61	0.29	0.25	0.15	0.15	2.75		1.10	0.86		40.46	0.41	0.15
	F.M.O.	32.36	3.24	0.61	0.29	0.25	0.15	0.15	2.75		1.10	0.86		40.46	0.41	0.15
	H.	31.91	3.19	0.61	0.29	0.25	0.15	0.15	2.75		1.10	0.86		39.96	0.41	0.15
Nov. 1st, 2008	M.M.	33.83	3.38	0.61	0.29	0.25	0.15	0.15	2.75		1.10	0.86		42.07	0.41	0.15
	T.T.M.	33.83	3.38	0.61	0.29	0.25	0.15	0.15	2.75		1.10	0.86		42.07	0.41	0.15
	B.M.O.	32.86	3.29	0.61	0.29	0.25	0.15	0.15	2.75		1.10	0.86		41.01	0.41	0.15
	F.M.O.	32.86	3.29	0.61	0.29	0.25	0.15	0.15	2.75		1.10	0.86		41.01	0.41	0.15
	H.	32.41	3.24	0.61	0.29	0.25	0.15	0.15	2.75		1.10	0.86		40.51	0.41	0.15
May 1st, 2009	M.M.	34.28	3.43	0.61	0.29	0.25	0.15	0.30	2.75		1.10	0.86		42.72	0.41	0.15
	T.T.M.	34.28	3.43	0.61	0.29	0.25	0.15	0.30	2.75		1.10	0.86		42.72	0.41	0.15
	B.M.O.	33.32	3.33	0.61	0.29	0.25	0.15	0.30	2.75		1.10	0.86		41.66	0.41	0.15
	F.M.O.	33.32	3.33	0.61	0.29	0.25	0.15	0.30	2.75		1.10	0.86		41.66	0.41	0.15
	H.	32.86	3.29	0.61	0.29	0.25	0.15	0.30	2.75		1.10	0.86		41.16	0.41	0.15
Nov. 1st, 2009	M.M.	34.92	3.49	0.61	0.29	0.25	0.15	0.30	2.75		1.10	0.86		43.42	0.41	0.15
	T.T.M.	34.92	3.49	0.61	0.29	0.25	0.15	0.30	2.75		1.10	0.86		43.42	0.41	0.15
	B.M.O.	33.95	3.40	0.61	0.29	0.25	0.15	0.30	2.75		1.10	0.86		42.36	0.41	0.15
	F.M.O.	33.95	3.40	0.61	0.29	0.25	0.15	0.30	2.75		1.10	0.86		42.36	0.41	0.15
	H.	33.50	3.35	0.61	0.29	0.25	0.15	0.30	2.75		1.10	0.86		41.86	0.41	0.15

■ Article 29 – (A) WAGES, BENEFITS-DEDUCTIONS AND CONTRIBUTIONS

ONTARIO PROVINCIAL AGREEMENT-MARBLE, TILE, TERRAZZO, CEMENT MASONS, RESILIENT FLOOR LAYERS AND THEIR HELPERS																
EFFECTIVE JUNE 11, 2007 AND EXPIRING APRIL 30TH, 2010																
LOCAL #28 SUDBURY				EMPLOYEE DEDUCTIONS										EMPLOYER CONTRIBUTIONS		
Date	Classification	Hrly. Wage Rate	V.P. 10% Round	Local Dues	BAC Deduct	Local Org. Fund	Training Fund	IPF Top-up	Pension	Local Pension	Welfare	Dental	SUB	Total Wage Pkg.	Emp. Fund	Training Fund
June 11, 2007	T.T.M.	29.59	2.95	0.60	0.29	0.25	0.15		5.40	0.00	2.35			40.29	0.41	0.15
	C.M.	29.59	2.95	0.60	0.29	0.25	0.15		5.40	0.00	2.35			40.29	0.41	0.15
	B.M.O.	28.60	2.86	0.60	0.29	0.25	0.15		5.40	0.00	2.35			39.21	0.41	0.15
	F.M.O.	28.41	2.84	0.60	0.29	0.25	0.15		5.40	0.00	2.35			39.00	0.41	0.15
May 1st, 2008	T.T.M.	29.90	2.99	0.60	0.29	0.25	0.15	0.10	5.40	0.00	2.45			40.84	0.41	0.15
	C.M.	29.90	2.99	0.60	0.29	0.25	0.15	0.10	5.40	0.00	2.45			40.84	0.41	0.15
	B.M.O.	28.92	2.89	0.60	0.29	0.25	0.15	0.10	5.40	0.00	2.45			39.76	0.41	0.15
	F.M.O.	28.73	2.87	0.60	0.29	0.25	0.15	0.10	5.40	0.00	2.45			39.55	0.41	0.15
Nov. 1st, 2008	T.T.M.	30.40	3.04	0.60	0.29	0.25	0.15	0.10	5.40	0.00	2.45			41.39	0.41	0.15
	C.M.	30.40	3.04	0.60	0.29	0.25	0.15	0.10	5.40	0.00	2.45			41.39	0.41	0.15
	B.M.O.	29.42	2.94	0.60	0.29	0.25	0.15	0.10	5.40	0.00	2.45			40.31	0.41	0.15
	F.M.O.	29.23	2.92	0.60	0.29	0.25	0.15	0.10	5.40	0.00	2.45			40.10	0.41	0.15
May 1st, 2009	T.T.M.	30.81	3.08	0.60	0.29	0.25	0.15	0.20	5.40	0.00	2.55			42.04	0.41	0.15
	C.M.	30.81	3.08	0.60	0.29	0.25	0.15	0.20	5.40	0.00	2.55			42.04	0.41	0.15
	B.M.O.	29.83	2.98	0.60	0.29	0.25	0.15	0.20	5.40	0.00	2.55			40.96	0.41	0.15
	F.M.O.	29.64	2.96	0.60	0.29	0.25	0.15	0.20	5.40	0.00	2.55			40.75	0.41	0.15
Nov. 1st, 2009	T.T.M.	31.45	3.14	0.60	0.29	0.25	0.15	0.20	5.40	0.00	2.55			42.74	0.41	0.15
	C.M.	31.45	3.14	0.60	0.29	0.25	0.15	0.20	5.40	0.00	2.55			42.74	0.41	0.15
	B.M.O.	30.46	3.05	0.60	0.29	0.25	0.15	0.20	5.40	0.00	2.55			41.66	0.41	0.15
	F.M.O.	30.27	3.03	0.60	0.29	0.25	0.15	0.20	5.40	0.00	2.55			41.45	0.41	0.15

■ Article 29 – (A) WAGES, BENEFITS-DEDUCTIONS AND CONTRIBUTIONS

ONTARIO PROVINCIAL AGREEMENT-MARBLE, TILE, TERRAZZO, CEMENT MASONS, RESILIENT FLOOR LAVERS AND THEIR HELPERS																
EFFECTIVE JUNE 11, 2007 AND EXPIRING APRIL 30TH, 2010																
LOCAL #31 TORONTO				EMPLOYEE DEDUCTIONS										EMPLOYER CONTRIBUTIONS		
Date	Classification	Hrly. Wage Rate	V.P. 10% Round	Local Dues	BAC Deduct	Organizing Fund	Training Fund	IPF top-up	Pension	Local Pension	Welfare	Dental	SUB	Total Wage Pkg.	Emp. Fund	Training Fund
June 11, 2007	M.M.	32.47	3.25	0.61	0.29	0.25	0.15		0.25	4.00	0.88	1.11		41.96	0.41	0.15
	T.T.M.	32.31	3.23	0.61	0.29	0.25	0.15		0.25	4.00	0.88	1.11		41.78	0.41	0.15
	B.M.O.	31.24	3.12	0.61	0.29	0.25	0.15		0.25	4.00	0.88	1.11		40.60	0.41	0.15
	T.H.	30.99	3.10	0.61	0.29	0.25	0.15		0.25	4.00	0.88	1.11		40.33	0.41	0.15
May 1st, 2008	M.T.H.	30.91	3.09	0.61	0.29	0.25	0.15		0.25	4.00	0.88	1.11		40.24	0.41	0.15
	M.M.	32.93	3.29	0.61	0.29	0.25	0.15	0.05	0.25	4.00	0.88	1.11		42.51	0.41	0.15
	T.T.M.	32.76	3.28	0.61	0.29	0.25	0.15	0.05	0.25	4.00	0.88	1.11		42.33	0.41	0.15
	B.M.O.	31.69	3.17	0.61	0.29	0.25	0.15	0.05	0.25	4.00	0.88	1.11		41.15	0.41	0.15
Nov. 1st, 2008	T.H.	31.45	3.15	0.61	0.29	0.25	0.15	0.05	0.25	4.00	0.88	1.11		40.88	0.41	0.15
	M.T.H.	31.36	3.14	0.61	0.29	0.25	0.15	0.05	0.25	4.00	0.88	1.11		40.79	0.41	0.15
	M.M.	33.43	3.34	0.61	0.29	0.25	0.15	0.05	0.25	4.00	0.88	1.11		43.06	0.41	0.15
	T.T.M.	33.26	3.33	0.61	0.29	0.25	0.15	0.05	0.25	4.00	0.88	1.11		42.88	0.41	0.15
May 1st, 2009	B.M.O.	32.19	3.22	0.61	0.29	0.25	0.15	0.05	0.25	4.00	0.88	1.11		41.70	0.41	0.15
	T.H.	31.95	3.20	0.61	0.29	0.25	0.15	0.05	0.25	4.00	0.88	1.11		41.43	0.41	0.15
	M.T.H.	31.86	3.19	0.61	0.29	0.25	0.15	0.05	0.25	4.00	0.88	1.11		41.34	0.41	0.15
	M.M.	34.02	3.40	0.61	0.29	0.25	0.15	0.05	0.25	4.00	0.88	1.11		43.71	0.41	0.15
Nov. 1st, 2009	T.T.M.	33.85	3.39	0.61	0.29	0.25	0.15	0.05	0.25	4.00	0.88	1.11		43.53	0.41	0.15
	B.M.O.	32.78	3.28	0.61	0.29	0.25	0.15	0.05	0.25	4.00	0.88	1.11		42.35	0.41	0.15
	T.H.	32.54	3.25	0.61	0.29	0.25	0.15	0.05	0.25	4.00	0.88	1.11		42.08	0.41	0.15
	M.T.H.	32.45	3.25	0.61	0.29	0.25	0.15	0.05	0.25	4.00	0.88	1.11		41.99	0.41	0.15
Nov. 1st, 2009	M.M.	34.65	3.47	0.61	0.29	0.25	0.15	0.05	0.25	4.00	0.88	1.11		44.41	0.41	0.15
	T.T.M.	34.49	3.45	0.61	0.29	0.25	0.15	0.05	0.25	4.00	0.88	1.11		44.23	0.41	0.15
	B.M.O.	33.42	3.34	0.61	0.29	0.25	0.15	0.05	0.25	4.00	0.88	1.11		43.05	0.41	0.15
	T.H.	33.17	3.32	0.61	0.29	0.25	0.15	0.05	0.25	4.00	0.88	1.11		42.78	0.41	0.15
	M.T.H.	33.09	3.31	0.61	0.29	0.25	0.15	0.05	0.25	4.00	0.88	1.11		42.69	0.41	0.15

■ ARTICLE 29 – (B) STACKWORK AND SILOS

For work on a stack and silos requiring a cement mason to work on a scaffold twenty-five (25') feet or more above the working platform, there shall be a premium of fifty cents (50¢) per paid hour above the basic rate starting at the twenty-five (25') foot level.

■ ARTICLE 29 – (C) HEIGHT PREMIUM

Workers required to work at heights of fifty feet (50') and above will be paid an additional two dollars (\$2.00) over the regular hourly rate (scaffolding, swing stages, mechanical lifts, etc.) This applies to all indoor and outdoor installations.

■ ARTICLE 30 PENSION FUND

- (a) The Employers agree to forward to the CMPT administrator employer contributions at the hourly rate set out in Article 29 to the CMPT for each person performing work under this collective agreement by the fifteenth (15th) of the month following the month in which contributions are earned and in accordance with Article 16, and to abide by the Agreement and Declaration of Trust of the Canadian Bricklayer and Allied Craft Unions Members Pension Trust (CMPT) Canada Customs and Revenue Agency Registration Number T/F 1063478 and by the decisions of the Board of Trustees established there under.
- (b) The BACU may establish a new trust fund to be administered by the BACU only to compensate those members who are retired but not members of the CMPT for any loss which may result from the wind up or transfer of IPF Canada. The amount of the check-off shall be determined by an actuary and by the level of Local Union benefits from IPF-Canada.
- (c) Local 6- Local Pension contributions for Local 6 members shall be forwarded to the Local 6 Pension Trust Fund.

■ **ARTICLE31**
BILL 69

In consideration of the mutually arrived at terms and conditions, including the job targeting provisions, of this collective agreement, the Guild agrees and acknowledges that the parties have specifically addressed the competitiveness of this collective agreement and in particular with respect to wages, including overtime pay and shift differentials, restrictions on hiring or selecting any employees, accommodation and travel allowances, requirements respecting the ratio of apprentices to journeymen employed by an employer and hours of work and work schedules. The Guild confirms that this collective agreement does not render any employers who are bound by it at a competitive disadvantage with respect to any kind of work, market or location to which this agreement is applicable and confirms that it would be patently unreasonable to remove any purported competitive disadvantage by amending this collective agreement in any way unless there is consent to amendments by both parties.

Dated at Toronto this 11th day of June, 2007.

**The Terrazzo, Tile & Marble
Guild of Ontario Inc. as the
Employer Bargaining Agent
for Members/Signatories
listed in Appendix A**

OPC

R. Sanelli

K. Wilson

Signed on behalf of the Terrazzo Tile & Marble Guild of Ontario Inc., their member contractors.

M. Merker

M. Pestrin

R. Sanelli

D. Centis

R. Giacomini

S. Toffolo

F. Rossi (Alternate)

Signed on behalf of the OPC.

K. Wilson

L. Scodellaro

F. Rocca

■ APPENDIX A MEMBERS/SIGNATORIES TO THE COLLECTIVE AGREEMENT

A & S Marble & Tile Ltd.	Etobicoke
A-1 Flooring & Wall Covering Inc.	St. Catharines
A.B.T. Tile & Marble	Ottawa
AB Tile Ltd.	Hyde Park
A.T.M. Tile	Toronto
Accent Tile	Scarborough
Active Tile & Carpets Ltd.	St. Catharines
Advance Floor & Wall Covering Ltd.	Windsor
Alcina Construction Co. Ltd.	Hamilton
Aldershot Flooring Ltd.	Mississauga
Algoma Tile & Colorcrete Ltd.	Sault Ste. Marie
Ambassador Marble & Tile Ltd.	Windsor
Amber Tile & Terrazzo Inc.	Downsview
John Armani Tile, Terrazzo, Cernent.	Kingston
Joe Arban Contractor..	Ottawa
Artic Tile	Niagara Falls
Ashby Contracting Ltd.	
Associated General Contracting	Mississauga
Austin Company (The)	Islington
Banchini Ltee	Hull
Baldin Tile	Hamilton
Baur Ceramic Ltd.	Embrun
Bectar Corporation	Kanata
The Belloz Group	Hamilton
The Belluz Group Ltd.	Hamilton
Belluz Tile & Marble Inc.	Hamilton
Belluz Tile & Marble Inc.	Maple
Benedettis Cement and Tile..	Sudbury
Bernardo Marble, Terrazzo & Tile Co. Ltd.	London
Bertoss Terrazzo & Tile Co. Ltd.	Toronto
B.M. Western	Concord
B.N. Tile & Terrazzo Co. Ltd.	Sudbury

BT Marble & Granite Ltd.	Toronto
Bobotan Tile Ltd.	Toronto
Robert Bortolotti Contractor	North Gower
Branthew Tile Inc.	Kitchener
Brock Terrazzo & Tile Co. Ltd.	St. Catharines
Brooks Marble & Tile Co. Ltd.	Toronto
Brun Tile Ltd.	London
A. Buttazoni & Son Ltd.	Sudbury
C.D. Tile & Marble Limited	Orleans
C.T.M. Deveopments and Terri Miller c.o.b. as U.S. Tile and C.T.M. Ceramics International Inc.	Rexdale
Caledonia Marble Co. Ltd.	Toronto
Calligaro Tile Co. Ltd.	Concord
Cambridge Tile Centre Ltd.	Cambridge
Canadian Tile & Terrazzo (Windsor) Ltd.	Windsor
Capform Inc.	Hull
Capital Stoneworks Ltd.	Concord
Capital Tile & Flooring Ltd.	Ottawa
Carpet-Trend (Eastern) Inc.	Scarborough
P. Cardareli Contractors Ltd.	Ottawa
Cencan Concrete & Tile Limited	Thunder Bay
Centa Construction Limited	Bolton
Centis Tile & Terrazzo Co. Ltd.	Sudbury
Central Terrazzo and Tile of Sudbury Ltd.	Sudbury
Central Tile & Terrazzo Co. Ltd.	Sudbury
Centre de Ceramique et de Marbre Italbec Inc.	Montreal, P.Q.
Ciments & Tuiles De Beauce Enr.	Saint Georges Ouest, P.Q.
City Tile & Terrazzo Inc.	Montreal
City View Flooring Co. Ltd.	Ottawa
Classic Tile	London
Clifford Interiors Ltd.	Rexdale
Clifford Masonry	Scarborough

CMC Mauseleum Construction	Dorval, P.Q.
Colautti Bros. Marble, Tile & Carpet Ltd.	Windsor
Comet Flooring Limited	Toronto
Oliver Comisso & Son Ltd.	Sudbury
Conite	Ottawa
Connolly Contractors Ltd.	Toronto
Continental Carpet & Tile Co.	Etobicoke
Continental Concrete Finishing Limited	Downsview
Continental Terrazzo and Marble Company Limited	Weston
Continental Tile & Marble Co. (1989) Inc.	Bolton
Con Tile	Weston
Contour Marble Tile Contractors	Mississauga
Cristante Tile Inc.	Sarnia
CTM Developments (793763 Ontario Ltd.)	Weston
CTR Ceramic Tile	Ottawa
DB's Marble, Tile & Granite	Nepean
D.J.C. Flooring	Markham
Delso Contracting & Enterprises Inc.	Toronto
Delta Tile & Terrazzo Co. Ltd.	Concord
Di Clemente Marble & Tile	Maple
Drehmann Paving & Flooring Co.	Pennsauken, NJ
Domenic Tile	Waterloo
Douglas Flooring	Scarborough
Durie Mosaic & Marble Limited	Ottawa
Durie Tile & Terrazzo Limited	Ottawa
Duron Ontario Ltd.	Ottawa
Duron Ontario (Sudbury)	Sudbury
E. T. Marble & Tiles Ltd.	Maple
East Tile Co. Ltd.	Hamilton
Eastern Ontario Terrazzo & Tile Co. Ltd.	Kingston
Ellis-Don Limited	Ottawa
Elio Brussa Tile & Marble Installation	King City
Eastown Floor & Wall Ltd.	Windsor
Elmara Construction Co. Ltd.	Windsor

Empire Marble & Tile Ltd.,	Edmonton, AB
Empire Tile & Marble Ltd.	Woodbridge
Essex Tile & Terrazzo Ltd.	Windsor
Eugene Bernard George	Kitchener
Europa Ceramica	Sarnia
European Custom Hardwood Flooring	Windsor
European Marble & Ceramic Ltd.	Ottawa
Everlast Terrazzo & Tile Ltd.	Mississauga
Excel Epoxy Inc.	Toronto
F. S. Tile and Marble Ltd.	Ottawa
Fabbri Tile Inc.	Sarnia
Thomas Falcon Tile Co. Inc.	Toronto
Fashion In Marble	Downsview
Fastway Tile & Marble Co.	Scarborough
F.D.V. Construction Ltd.	Porcupine
Federal Tile Co. Ltd.	Ottawa
Floor Craft Design	Toronto
The Flooring Warehouse (1988) Ltd.	Hamilton
Folino Cement & Tile Co.	Sudbury
GA Masonry Limited	Kitchener
G.T.C. Flooring Ltd.	Concord
Gabriele Carpet Centre Ltd.	Leamington
Gargaro Tile	Ottawa
Gasparini Marble	Toronto
Gem Campbell Terrazzo Tile	Rexdale
George & Asmussen Limited	Kitchener
George Lazakis	Sarnia
Gianni Tile Co.	Scarborough
Gill Tile Co.	Weston
Global Tile Inc.	Concord
Golden Triangle Cement Work	L'Original
Grand Valley Flooring Company	Kitchener
Granolite Company Limited	Bolton
Grossi Brothers Ltd.	St. Catharines
Grossi Tile & Building Centre Ltd.	St. Catharines

GTI Contracting Inc.	Toronto
Hamelin Tile Flooring Ltd.	Ottawa
Hefferman Floor & Wall Products Ltd.	Toronto
Heritage Tile Inc.	Downsview
Heritage Tiling Ltd.	Concord
High Tech Surfaces	Hamilton
Hill & Glasser Ltd.	Kitchener
H & V Carpeting Inc.	Cambridge
Home Sweet Home Tile	Toronto
Iaboni Tile Ltd.	Downsview
Ideal Terrazzo & Tile	Downsview
Ideal Floor & Wall Covering (Div. of Amico Flooring).....	Windsor
I & I Marble & Tile Inc.	Woodbridge
I & S Custom Flooring Inc.	Dundas
Inscan Contractors (Ontario) Inc.	Oakville
Interactive Tile & Marble	Downsview
International Ceramic & Marble Tiles Ltd.	Stoney Creek
Internorth Construction Company	Mississauga
interPLUS Cont. Inc.	Oakville
Intlas Company - Goldmar Marble Importing Inc.	Scarborough
J. C. V. Contracting Ltd.	Concord
Joseph James George	Kitchener
Kilmer, Van Nostrand Co. Ltd.	Downsview
Kent Tile & Marble Co. Ltd.	Hamilton
George Lazakis	Sarnia
Lance Mathieson Commercial & Residential Tiling Specialist	Wilson's Corners
Leader Terrazzo, Tile, Mosaic Ltd.	Weston
Lee-Anne Flooring Installation (Div. of Breithaupt Floor Covering Limited) .	Kitchener
Lee Bathroom Decor Ltd.	Stoney Creek
F. T. C. Leggieri Flooring Ltd.	Concord
Les Ceramique Champlain	Montreal

Linca Flooring Tile Marble Hardwood	Chatham
Maggio Flooring and Decorating	Kingston
Main Tile (Hamilton) Ltd.	Hamilton
Maple Terrazzo, Marble & Tile Ltd.	Weston
Mardel Contracting Ltd.	Weston
Lance Mathieson Commercial & Residential Tiling Specialist	Wilson's Corners
James McAinsh Tile,	Concord
M. B. M.	Downsview
M & J Tile	Guelph
Main Marble & Tile Ltd.	Concord
Maramar Marble Inc.	
Maramar	Etobicoke
Maran Ceramic Tile Inc.	Concord
Marble Shop (The)	Hamilton
Marquese Tile and Marble	Nepean
Melia Tiles Inc.	Woodbridge
Mercury Terrazzo Ltd.	Weston
Metric Tile Ltd.	Rexdale
Midgley & West Ltd.	Hamilton
Minato & Mussio	Sarnia
Moscone Tile Ltd.	Weston
New Horizons Tile & Marble Inc.	Downsview
Niagara Flooring Ltd.	Niagara Falls
Nor-Tile	Val Caron
Norcrete Ltd.	Sudbury
Noranda Tile Co. Ltd.	Toronto
North American Tile Corp. (NATCO)	Ottawa
Northgate Ceramic Tile & Carpet Ltd.	Downsview
Nova Tile	Brampton
N. T. X. Tile Co.	Toronto
Oakcrest Floor Covering Inc.	Pickering
Omega Vatri Consolidated Marble Ltd.	Mississauga
340269 Ontario Limited	Kitchener

415976 Ontario Ltd. -	
Operating as Interior Floor Coverings	Mississauga
515827 Ontario Limited -	
Operating as High Tech Surfaces and	
The Marble Shop	Hamilton
685577 Ontario Ltd. - Castlewall	Toronto
Ontario Floor & Wall Co.	
Operating as House of Ceramics Ltd.	London
Ontario Formwork (Central) Limited	Don Mills
Ottawa Classic Ceramics	Ottawa
Pacific Tile Installations Ltd.	Burnaby, BC
Palazzi Bros. Tile	Windsor
Pan-American Tile Co.	Weston
PAT Commercial Enterprises	Toronto
Patene Building Supplies Ltd.	Kitchener
Patrick Michael George	Kitchener
Paul Clarini Ceramic Tile Ltd.	Hamilton
Pickering Tile & Marble	Pickering
Pillot Marble and Tile	Toronto
Plaza Ontario Marble & Tile Inc.	Windsor
Polyinvestrade Construction	
Ceramic Tile-Marble Work	Ottawa
Porter Tile Ltd.	Hamilton
Porter Tile & Marble Ltd.	Calgary, AB
Premier Contractors Ltd.	
Presto Construction Inc.,	Ottawa
R. Primo Tile	Kingston
P.R.P. - Franco Gallese Inc.,	Vanier, P.Q.R.
R.T. Tile Company.. . . .	Scarborough
Reggio Marble & Tile Limited	Toronto
Regional Tile Ltd.	Ottawa
Richmond Tile & Terrazzo Ltd.	Weston
R.K. Carpet Installations	Cambridge
Rockford Tile (1996) Ltd.	Downsview
T. Romano Tile & Marble Ltd.	Ottawa
Ross Construction Services Ltd.	Brockville

Rossini Tile & Carpet Ltd.	Windsor
Royal Tile & Terrazzo	London
Saanich Enterprises Ltd.	Kitchener
Sava Contracting Inc.	Toronto
Scofan Contractors Limited	Windsor
Seamless Industrial Flooring Coatings Ltd.	Rexdale
Seamless Surfaces Limited	Rexdale
Serge Desgagne Enr.	Gatineau
Sorento Tile & Marble	Hamilton
J. Sousa Contractor	Kingston
Spada Tile (Belleville) Ltd.	Belleville
Spada Tile Inc.	Kingston
Star Cement & Tile Co. Ltd.	Sudbury
Star Tile Centre Ltd.	Fonthill
Stellar Ceramics Ltd.	Nepean
Step-On Class Flooring	Etobicoke
Sterling Tile & Carpet	Downsview
Stewart & Stevan Marble Installations	Mississauga
Stradwick Custom Flooring	Hamilton
Stradwick Industries Ltd.	Hamilton
Stradwick (Kingston 1981 Limited)	Kingston
Stonetechnique Enterprises & Cogemar America Inc.	Toronto
Style-Set Tile Inc.	Bolton
Suburban Marble & Tile Co. Ltd.	Woodbridge
Sudbury Cement & Tile Inc.	Sudbury
Sullivan Marble & Tile Co. Ltd.	Woodbridge
Sunridge Construction Consulting Ltd.	Ottawa
Sure-Step Products Inc.	Toronto
SWK	Hamilton
Terra Group	Toronto
Terrazzo, Mosaic & Tile Co. Ltd.	Toronto
Tertile (Ontario) Ltd.	Don Mills
The Edwards Design Group Inc.	Toronto
T.F.T. Marble & Tile Co. Ltd.	Downsview

The Austin Company..	Islington
The Marble Shop	Hamilton
Tileman Canada Ltd.	Mississauga
Tilewell Ceramics Ltd.	Concord
Tilex Inc.	Dunrobin
Timberwolf Concrete Floors Inc.....	Sudbury
Toaday Tile & Carpet Ltd.	Woodbridge
Tom T. Carpet & Ceramic	Windsor
Tony Abiento Tile Co.	Scarborough
Tosca Tile Ltd.	Kitchener
Tosello Tile & Terrazzo Co.	Hamilton
Trend Flooring (Eastern) Ltd.	Scarborough
Trevors Tile Works & Flooring	Kingston
Tri-Star Flooring	Hamilton
Troon Ceramic & Tile	Rexdale
Tri-Krete Limited	Weston
Twin City Tile Co. Ltd.	Kitchener
U.S. Tile and C.T.M.Ceramics International Inc.	Rexdale
Union Tile & Marble (1976) Limited	Ottawa
Unique Flooring & Installations (Windsor) Ltd.	Windsor
Universal Ceramics	Nepean
Versatile Contracting	Brampton
Victoria Carpentry Ltd.	Markham
Village Marble & Tile Inc. Granite & Terrazzo	Woodbridge
Wellington Carpet & Tile Inc.	Mississauga
Wentworth Tile & Terrazzo Ltd.	Hamilton
West End Tile Ltd.	Ottawa
West Pine Carpet & Tile Ltd.	Kitchener
Western Terrazzo, Marble & Tile Ltd.	Lambeth
William John George	Kitchener
Windsor Flooring Contractors	Windsor
Windsor Roma Tiles Limited	Windsor

Winterick Floor & Wall Contractor..	Barrie
Wood Brothers Tile	Hamilton
World of Floors,	Weston
York Marble Tile & Terrazzo Ltd.	Toronto
Zanet & Sons Tile Co.	Windsor
Zeppa Tile Inc.	Woodbridge

■ APPENDIX B

TERRITORIAL JURISDICTION OF THE LOCAL UNIONS

Local 1 – HAMILTON - BRICKLAYERS AND MASONS

The County of Wentworth, the County of Halton, except that portion East of Sixteen Mile Creek, from Lakeshore to Queen Elizabeth Highway, and that Portion East of Sixth Line North from Queen Elizabeth Highway. Townships of North and South Grimsby, Caistor in the County of Lincoln, County of Haldimand, except Townships of Moulton and Dunn.

Local 2 – TORONTO- BRICKLAYERS AND MASONS

Zone 1 - The area bounded by the East Boundary of Highway 27 on the West, the South Boundary of Steeles Ave. on the North, and the West Boundary of Kennedy Road on the East.

Zone 2 - The Jurisdictional Area outside of Zone 1.

Zone 2 shall be extended North to include the Town of Newmarket, and an area bounded on the East by the Westerly limits of Don Mills Road. On the North by the Southerly limits of the First Concession Road, running East and West, North of Newmarket. On the West by the Easterly limits of the First Concession Road, running North and South, West of Yonge Street.

County of Halton - All territory lying East of the Sixteen Mile Creek from Lakeshore to Queen Elizabeth Highway also all territory lying East of the Sixth Line North from Queen Elizabeth Highway.

County of Peel. County of York. County of Ontario - Townships of Pickering, Village of Pickering and the Town of Ajax.

Local 2 – BARRIE - BRICKLAYERS, MASONS AND PLASTERERS
Townships of Nottawasaga, Sunnidale, Flos, Vespra, Tosorontio, Essa, Innisfil, Adjala, Tecumseth, West Gwillimbury in the County of Simcoe and the Township of Mulmur in the County of Dufferin and the Township of Oro, Orillia, Gravenhurst, Bracebridge, Huntsville, Burks Falls, Parry Sound, Beaverton and surrounding territories the Township of Tiny and Tay in the County of Simcoe.

**Local 4 – ST. CATHARINES - BRICKLAYERS, MASONS,
PLASTERERS CEMENT MASONS, TILE AND
TERRAZZO AND HELPERS**

Townships Grantham, Louth, Clinton, Gainsborough in the County of Lincoln.

All territory lying North of No. 20 Highway in the Townships of Pelham and Thorold in the County of Welland.

Township Niagara in the County of Lincoln. Townships Stamford, Willoughby, Bertie in the County of Welland.

Townships Humberstone, Wainfleet, Crowland and all territory lying South of Highway No. 20 in Pelham and Thorold in the County of Welland.

County of Welland.

Townships Moulton and Dunn in Haldimand County.

**Local 5 – LONDON - BRICKLAYERS, MASONS, MARBLE, TILE
AND TERRAZZO**

The area covered by this Agreement is County of Middlesex, Elgin and all territory in Oxford County lying West of Highway 59 including the City of Woodstock, Townships Colborne, Goderich, Stanley, Hay, Stephen, Osborne, Tucker-Smith, McKillop, Hullet, in the County of Huron, Townships Logan, Ellice, North Easthope, South Easthope, Downie, Fullarton, Hubert, Blanshard, in the County of Perth.

**Local 6 – WINDSOR - BRICKLAYERS, MASONS, MARBLE, TILE
AND TERRAZZO**

Counties of Essex and Kent.

Local 7 – OTTAWA - BRICKLAYERS, MASONS, MARBLE, TILE AND TERRAZZO

The Counties of Carleton, Prescott and Russell, the County of Lanark and surrounding Townships as follows: North and South Crosby, Bastard, Kitley, Burgess, Elmsley in the County of Leeds, Wolford and Oxford. The County of Grenville, save and except the Township of Augusta, The Counties of Stormont, Dundas, Glengarry and Renfrew.

Local 10 – KINGSTON - BRICKLAYERS, MASONS, PLASTERERS MARBLE, TILE, TERRAZZO AND CEMENT MASONS

The Counties of Lennox and Addington, except the Township of Richmond, the County of Frontenac, the Township of Leeds in the County of Leeds, the Township of Front of Escott, Front of Yonge and Elizabethtown in the County of Leeds and the Township of Augusta in the County of Grenville. The City of Peterborough and the Town of Lindsay and the Counties in which the said City and Town are situated. The Township of Cavan and Hope in Durham County and the County of Haliburton and the Townships of Alnwick, Hamilton, Haldimand in the County of Northumberland. The Counties of Stormont, Dundas and Glengarry and the Township of Edwardsburgh in the County of Grenville.

Local 12 – KITCHENER - BRICKLAYERS, MASONS, PLASTERERS TILE, TERRAZZO AND HELPERS

The County of Waterloo and the Townships of Elma, Mornington, Wallace in the County of Perth, Townships of Ashfield, East Wawanosh, West Wawanosh, Morris, Grey, Turnberry, Howlock in the County of Huron. The Counties of Grey, Bruce, Dufferin and Wellington. The County of Norfolk, the County of Brant and all territories of Oxford County lying East of Highway 59. For plastering only, the area is extended to include the County of Wellington and Dufferin

Local 20 – OSHAWA - BRICKLAYERS, MASONS, PLASTERERS AND CEMENT MASONS

County of Ontario, except the Townships of Pickering, Rama, Mara and Thorah, County of Durham, except the Townships of Hope and Cavan.

**Local 23 – SARNIA - BRICKLAYERS AND MASONS AND
MARBLE TILE, TERRAZZO AND HELPERS**

County of Lambton.

**Local 25 – THUNDER BAY - BRICKLAYERS, MASONS, MARBLE,
TILE AND TERRAZZO**

Districts of Thunder Bay to the Manitoba Border, Kenora and Rainy River to the U.S.A. Border.

**Local 28 – SUDBURY - BRICKLAYERS, MASONS, MARBLE, TILE,
TERRAZZO AND CEMENT MASONS**

Districts of Sudbury, Parry Sound, Nipissing, Temiskaming, Cochrane and Kapuskasing and in addition to the above territory, for Marble, Tile and Terrazzo and Cement Masons the Districts of Algoma and Manitoulin Island.

Local 29 – SAULT STE. MARIE - BRICKLAYERS AND MASONS

Districts of Algoma and Manitoulin Island.

**Local 31 – TORONTO - MARBLE, TILE, TERRAZZO AND
HELPERS**

Area A

The City of Toronto and the District within approximately thirty (30) miles of the City Limits, including the following: **Oakville, Brampton, Newmarket, Oshawa**, including the Counties of **Simcoe, Peel, York, Ontario, Durham, Victoria, Peterborough, Northumberland** and all Districts in between the above places. All territories East of the Sixteen Mile Creek from the Lakeshore to the Queen Elizabeth Highway. Also the territory lying East of the Sixth Line North of the Queen Elizabeth Highway in the County of Halton.

Area B

County of **Wentworth**, County of Halton, except that portion East of Sixteen Mile Creek from Lakeshore to Queen Elizabeth Highway and that portion East of Sixth Line North from Queen Elizabeth Highway. Townships of North and South Grimsby, **Caiston** in the County of Lincoln. County of **Haldimand** except the Townships of **Moulton and Dunn**.

PLASTERERS

For the purpose of this Agreement and in order to alleviate any misunderstandings, it is expressly understood and agreed by and between all Parties to this Agreement that while the Agreement is Province-wide in scope, "reference to Plasterers, means those Plasterers now and who hereafter become members of a Local Union.

It is further agreed regarding Plasterers, that all conditions defined in this Agreement shall apply to only those Geographical Areas and Local Unions hereinafter defined.

local 2 – BARRIE

The area covered by the Agreement shall be the Townships of Nottawasaga, Sunnidale, Flos, Vespra, Tosorontio, Essa, Oro, Innisfil, Adjala, Tecumseth, West Gwillimbury in the County of Simcoe and the Township of Mulmur in the County of Dufferin, including Orillia, Gravenhurst, Bracebridge, Huntsville, Burks Falls, Beaverton and surrounding territories and the Townships of Tiny and Tay in the County of Simcoe.

local 4 – ST. CATHARINES

Townships of Grantham, Louth, Clinton, Gainsborough in the County of Lincoln. All territory lying North of No. 20 Highway in the Townships of Pelham and Thorold in the County of Welland. Township Niagara in the County of Lincoln. Townships of Stamford, Willoughby, Bertie in the County of Welland. Townships Humberstone, Wainfleet, Crowland and all territory lying South of Highway No. 20 in Pelham and Thorold in the County of Welland. County of Welland. Townships of Moulton and Dunn in Haldimand County.

local 10 – KINGSTON

The Counties of Lennox and Addington, except the Township of Richmond, the County of Frontenac, the Township of Leeds in the County of Leeds, the Township of Front of Escott, Front of Yonge and Elizabethtown in the County of Leeds and the Township of Augusta in the County of Grenville. The City of Peterborough and the Town of Lindsay and the Counties in which the said City and

Town are situated. The Township of Cavan and Hope in Durham County and the County of Haliburton and the Townships of Alnwick, Hamilton, Haldimand in the County of Northumberland. The Counties of Stormont, Dundas and Glengarry and the Township of Edwardsburgh in the County of Grenville.

Local 12 – KITCHENER

The County of Waterloo and the Townships of Elma, Mornington, Wallace in the County of Perth, Townships of Ashfield, East Wawanosh, West Wawanosh, Morris, Grey, Turnberry, Howlock in the County of Huron. The Counties of Grey, Bruce, Dufferin and Wellington. The County of Norfolk, the County of Brant and all territories of Oxford County lying East of Highway 59. For plastering only, the area is extended to include the County of Wellington and Dufferin.

Local 20 – OSHAWA

County of Ontario, except the Townships of Pickering, Rama, Mara and Thorah, County of Durham, except the Townships of Hope and Cavan.

PLASTERERS AND TAPERS

For the purpose of this Agreement and in order to alleviate any misunderstandings, it is expressly understood and agreed by and between all Parties to this Agreement that while the Agreement is Province-wide in scope, "reference to Plasterers and Tapers means those Plasterers and Tapers now and who hereafter become members of a Local Union under the name and style of a Local Union [NTD – Future applicability].

It is further agreed regarding Plasterers and Tapers that all conditions defined in this Agreement shall apply to only those Geographical Areas and Local Unions hereinafter defined.

Local 10 – KINGSTON

The Counties of Lennox and Addington, except the Township of Richmond, the County of Frontenac, the Township of Leeds in the County of Leeds, the Township of Front of Escott, Front of Yonge and Elizabethtown in the County of Leeds and the Township of

Augusta in the County of Grenville. The City of Peterborough and the Town of Lindsay and the Counties in which the said City and Town are situated. The Township of Cavan and Hope in Durham County of the County of Haliburton and the Townships of Alnwick, Hamilton, Haldimand in the County of Northumberland. The Counties of Stormont, Dundas and Glengarry and the Township of Edwardsburgh in the County of Grenville.

CEMENT MASONS

For the purpose of this Agreement and in order to alleviate any misunderstandings, it is expressly understood and agreed by and between all Parties to this Agreement that while the Agreement is Province-wide in scope, "reference to Cement Masons, means those Cement Masons now and who hereafter become members of a Local Union under the name and style of a Local Union.

It is further agreed regarding Cement Masons, that all conditions defined in this Agreement shall apply to only those Geographical Areas and Local Unions hereinafter defined.

local 4 - ST. CATHARINES

Townships of Grantham, Louth, Clinton, Gainsborough in the County of Lincoln. All territory lying North of No. 20 Highway in the Townships of Pelham and Thorold in the County of Welland. Township Niagara in the County of Lincoln. Townships Stamford, Willoughby, Bertie in the County of Welland. Townships Humberstone, Wainfleet, Crowland and all territory lying South of Highway No. 20 in Pelham and Thorold in the County of Welland. County of Welland. Townships of Moulton and Dunn in Haldimand County.

local 10 – KINGSTON

The Counties of Lennox and Addington, except the Township of Richmond, the County of Frontenac, the Township of Leeds in the County of Leeds, the Township of Front of Escott, Front of Yonge and Elizabethtown in the County of Leeds and the Township of Augusta in the County of Grenville. The City of Peterborough and the Town of Lindsay and the Counties in which the said City and Town are situated. The Township of Cavan and Hope in Durham

County and the County of Haliburton and the Townships of Alnwick, Hamilton, Haldimand in the County of Northumberland. The Counties of Stormont, Dundas and Glengarry and the Township of Edwardsburgh in the County of Grenville.

Local 20 – OSHAWA

County of Ontario, except the Townships of Pickering, Rama, Mara and Thorah, County of Durham, except the Townships of Hope and Cavan.

Local 28 – SUDBURY

Districts of Sudbury, Parry Sound, Nippissing, Temiskaming, Cochrane and Kapuskasing and in addition to the above territory, for Marble, Tile and Terrazzo and Cement Masons the Districts of Algoma and Manitoulin Island.

RESILIENT TILE LAYERS

For the purpose of this Agreement and in order to alleviate any misunderstandings, it is expressly understood and agreed by and between all parties to this Agreement that while the Agreement is Province-wide in scope, "reference to Resilient Tile Layers", means those Resilient Tile Layers now and who hereafter become members of Local 10 Kingston, Local 12 Kitchener, Local 23 Sarnia, Local 28 Sudbury of the Union.

It is further agreed regarding Resilient Tile Layers, that all conditions defined in this Agreement shall apply to only the Geographical Areas of Local Unions as hereinafter defined.

Local 10 – KINGSTON

The Counties of Lennox and Addington, except the Township of Richmond, the County of Frontenac, the Township of Leeds in the County of Leeds, the Township of Front of Escott, Front of Yonge and Elizabethtown in the County of Leeds and the Township of Augusta in the County of Grenville. The City of Peterborough and the Town of Lindsay and the Counties in which the said City and Town are situated. The Township of Cavan and Hope in Durham County and the County of Haliburton and the Townships of Alnwick, Hamilton, Haldimand in the County of Northumberland.

The Counties of Stormont, Dundas and Glengarry and the Township of Edwardsburgh in the County of Grenville.

local 12 – KITCHENER

The County of Waterloo and the Townships of Elma, Mornington, Wallace in the County of Perth, Townships of Ashfield, East Wawanosh, West Wawanosh, Morris, Grey, Turnberry, Howlock in the County of Huron. The Counties of Grey, Bruce, Dufferin and Wellington. The County of Norfolk, the County of Brant and all territories of Oxford County lying East of Highway 59. For plastering only, the area is extended to include the County of Wellington and Dufferin.

local 23 – SARNIA

County of Lambton.

local 28 – SUDBURY

Districts of Sudbury, Parry Sound, Nippising, Temiskaming, Cochrane and Kapuskasing and in addition to the above Territory, for Marble, Tile and Terrazzo, Cement Masons, Resilient Floor Layers and Helpers the Districts of Algoma and Manitoulin Island.

■ APPENDIX C JURISDICTION

Terrazzo

Marble, Mosaic, Venetian Enamel and Terrazzo, cutting and assembling of Mosaic, the casting of all Terrazzo on jobs.

All bedding above concrete floors, or walls for the preparation, cutting, laying or setting of metal, composition of wooden strips and grounds and the laying and cutting of metal strips, laths, or other reinforcements, where used in Mosaic and Terrazzo work, shall be the work of the Mosaic and Terrazzo Workers.

All Cement Terrazzo, Magnesite Terrazzo, Dex-O-Tex Terrazzo, Epoxy Matrix Terrazzo, Exposed Aggregates, Rustic or Rough washed for exterior or interior of buildings placed by either machine or by hand, and any other kind of mixtures of Plastics composed of chips or granules of marble, granite, blue stone,

enamel, mother of pearl, quartz, ceramic coloured quartz and all other kinds of chips or granules when mixed with cement, rubber neoprene, vinyl, magnesium chloride or any other resinous or chemical substances, used for seamless flooring systems, and all other binding materials when used on walls, floors, ceilings, stairs, saddles or any other part of the interior or exterior of the building and also other work not considered a part of the building such as fountains, swimming pools, etc. Also all other substitutes that may take the place of Terrazzo work, shall be the work of the Terrazzo Mechanics, and shall have the right to use all tools which are necessary in the performance of their work.

Cutting and assembling of art ceramic and glass mosaic comes under the jurisdiction of the Mosaic Worker and the setting of the same shall be done by the Tile Layers.

Cement Masons

The operation and control of all types of vacuum mats used 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 or washing of all concrete construction including silos, elevators, and smoke stacks, using any colour pigment when mixed with cement, whether done by brush, broom, trowel, float or any other process including the operation of machines for scoring floors, saw cutting, or for any other purposes used in connection with the Cement Masons Trade. The rodding or screeding and tamping of all concrete floors, sidewalks, curbs, gutters, etc. and the finishing of sills, coping, steps, stairs, risers. All preparatory work on concrete construction to be finished or rubbed, such as cutting of nails, wires, wall ties, etc., patching, brushing, chipping and bush-hammering, rubbing or grinding if done by machine or carborundum stone of all concrete construction. The pointing and patching around all steel or metal window frames that touch concrete. All dry packing, grouting and finishing in connection with the setting of all machinery such as engines, pumps, generators, air compressors, tanks, etc., that are set on concrete foundations including the finishing, rubbing, grouting, pointing and patching of same.

Tile layers

The laying, cutting and setting of all tile where used for floors, walls, ceilings, walks, promenades, roofs, stairs, treads, stair risers, facing hearths, fireplaces and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also prepare and set all concrete, cement, brickwork, or other foundation or materials that may be required to properly set and complete such work, the setting or bedding of all tiling, stone, marble composition, glass mosaic or other materials forming the facing, hearth or fireplace of a mantel complete, together with the setting of all cement, brickwork, or other materials required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description and the erection and installation of same. The building, shaping, forming, construction or repairing of all fireplaces, whether in connection with a mantel, hearth facing or not and the setting and preparing of all materials such as cement, plaster, mortar, brickwork, ironwork, or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble, or stone, shall be conceded to Bricklayers, Marble Setters, or Stonemasons work respectively. Where tile is set with a bonding material, and the walls, floors and ceilings are floated with cement mortar, both floating and tile setting shall be done by Tile Setters.

It will be understood that the word "Tile", refers to all burned clay products as used in the Tile Industry, either glazed or unglazed, and to all composition materials and all quarry tile, also mixture in tile form of cement, plastic and metals that are made for and intended for use as a finished floor surface, whether upon the interior or exterior floors, stairs, treads, promenades, roofs, garden walks, interior walls, ceilings, swimming pools and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting of all accessories when built in walls or for decorative inserts on other materials. The Foreperson over any tile work shall be a Tile Layer

and at no time shall any other than a bona fide **Tile Setter** act as Foreperson on Tile work.

Resilient Floor layers

This Agreement shall cover work such as the preparation of sub-surfaces to receive - preparation of **layment** of resilient surfaces to receive - the laying of plywood as **underlayment** to receive - the fitting of all devices, metal or otherwise, drilling of holes, etc. to receive - the complete installation of the following materials on interior or exterior surfaces, floors, walls, roofs, ceilings, counters, stairs, base, draperies and blinds. Resilient floor covering or surfacing such as asphalt, carpet, cork mastic, linoleum, plastic, rubber vinyl, in tile casting or sheet form, draperies and blinds of metal, natural or synthetic fabric or other synthetic materials. The laying of hardwood floors including the laying of sleepers, sub-floors, sanding, finishing, sealing, metal thresholds, metal or wooden base, parquet, iron bound, **perma cushion** and all operations necessary for the complete installation of hardwood flooring.

Marble Masonry

Marble Masons jurisdiction claims shall consist of the carving, cutting and setting of all marble, slate, including slate blackboards, stone, **albereen, vitrolite, carrara, sanionyx** and similar opaque glass, **scagliola, marblethic** and all artificial imitation or cast of whatever thickness or dimension. This shall apply to all interior work such as sanitary, decorative and other purposes inside of buildings of every description wherever required, including all polish honed or sand finish; also the cutting and fitting of above materials after same leave mills, or shop, as well as all accessories in connection with such work, and the laying of all marble tile, slate tile and terrazzo work. Forepersons over any marble masonry shall **be** Marble Setters, and at no time shall anyone other than a **bonafide** Marble Setter act as Foreperson on **all** Marble Masonry.

Helpers

Marble Setters Helpers shall do all utility work such as loading

and unloading trucks, operating of cranes and derricks, rigging for heavy work and such other work as is required in helping a Marble Setter and the handling of all materials used by a Marble Setter after being delivered on the job; also the pointing, grouting, caulking, cleaning and waxing of all marble, vitrolite or any other material after same has been set by a Marble Setter.

Tile Setters Helpers shall handle all sand, cement, lime, tile and any other material that may be used by the Tile Setter and such other work as is required in helping a Tile Setter. He shall mix all mortar, do caulking, all cleaning (by whatever method, including steam), washing and grouting of all tile by whatever method installed by the Tile Setter of whatever composition and dimension.

Terrazzo Workers Helpers shall handle all materials such as sand, cement, lime terrazzo, mosaic and **any** other material that may be used by the Marble, Mosaic and Terrazzo Workers after being delivered at the jobsite, bare wainscoting when run on the buildings by hand, or machine; prepare, mix by hand or machine and distribute of all kinds of concrete foundation necessary and scratch coats used for terrazzo and mosaic work, or substitutes therefore or any composition used for that purpose; also the helping with the sand bed, tar paper and wire mesh, the rubbing, sanding, grinding, the grouting, cleaning and finishing same at the building either by hand or machine, including the grinding of concrete and all and any other work performed by the above classifications shall be performed by the Employees covered by this Collective Agreement.

■ **APPENDIX D**

MINUTES OF RECORD

March 16th. 1972

Layoffs means severances from the Company.

April 13th. 1972 - Valhalla Inn

1. The Terrazzo, Tile and Marble Guild of Ontario, Inc. will be advised before the adding of any new signatories to this Agreement.

2. The Terrazzo, Tile and Marble Guild of Ontario, Inc. shall notify the Union prior to a Marble, Tile and Terrazzo Contractor becoming a Member of the Guild.
3. The Union shall not sign this Agreement with anyone other than a party whose business is recognized as Marble, Tile or Terrazzo work as laid out in Article 21.

March 7th. 1973

Minutes of Record re Clarification on Total Wage Package. Vacation Pay impact will be in addition to negotiated monies.

May 1st. 1973

In the event that a Steward takes action as defined in Article 7C to stop a job for unsafe conditions it shall not be considered a violation of the agreement nor shall it be subject to a grievance by the Employer.

May 28th. 1976

Any fringe benefit(s) contained in the Collective Agreement that are discontinued for any reason shall revert and be added to the hourly wage rate of the Local Union affected.

April 20th, 1982

All Fringe Benefit and Local Union deductions shall be paid on the basis of hours earned.

Hours earned shall mean the amount received by the Employee (before deductions and not including vacation pay) divided by the hourly rate.

May 29th. 1986

It is agreed that Contractors employing Local 10 Marble, Tile and Terrazzo members may work in the Cornwall area under Local 10 Appendix.

April 19th, 1995

The Union and the Guild shall form a joint committee to review a promotion fund to be restructured as a Programme Board of the International Masonry Institute.

That every incident of the term "Journeyman" or "Journeymen" be changed to "Journeypersons." That every incidence of the term "man" or "men" be replaced by "workers" or "Employees." That every incidence of the pronoun "he" be changed to "the worker" or "the Employee." That every incidence of the word "workman" or "workmen" be replaced by "workers" or ("Employees"). That every incident of the term "sawman" be changed to "saw operator."

That every incidence of a word not listed above, but deemed to be a gender-specific term also be replaced in the revised text of the provincial agreement.

September 12, 2002

O.P.C. Provincial Collective Agreement for Ontario

letter of Understanding

May 1, 2001, to April 30, 2004

Local 31 Specific

A Union member may work in either the ICI or Residential Sector. A Union member shall not transfer back and forth between sectors or work in both sectors at the same time.

In order to transfer from the ICI to the Residential sector or vice versa he must resign from his original sector and receive the written permission of Local 31 before he transfers and starts to work in the other sector.

loaning of men:

The Signatory trade contractor shall not sub-contract any part of the contract, however may loan men as per Article 5(e) providing that it is on an hourly basis only.

Joint venture: [May 9, 2007]

A joint venture is a project being undertaken by two or more employers.

Where a joint venture is entered into or is being contemplated, the employers involved shall, prior to tender, notify the BACU/OPC at least five business days prior to tender date, of the intention to joint venture and deliver a sealed envelope to the

OPC/BACU office that contains the specific names of the Joint Venture participants and the name of the project being undertaken. The envelope shall be opened within 24 hours of the closing of the tender in the presence of the OPC/BACU representative and a Guild representative. The Guild and the Local Union must be notified of the Joint venture within 24 hours of the opening of the envelope by fax.

A joint venture shall not tender or perform any contract unless the project is estimated at a value in excess of one million dollars (\$1,000,000) and receives written permission from both the Guild and Union.

letter of Understanding – Photo ID Cards – July 13, 2004

Within ninety (90) days the negotiating committee (Employer and Union) will meet to work out the feasibility and cost of providing photo ID cards for Local 31 members and members of other Locals in the Province. Half of the cost to be paid by each of Employer and the Union.

letter of Understanding - Photo ID Cards - May 9, 2007

The Union shall undertake to provide Photo ID cards for all members of all locals within one year of this date.

letter of Understanding- Penalties and Settlements - May 9, 2007

The Guild shall be notified of all grievances and shall be notified and copied within seven (7) days of all settlements.

letter of Understanding-Training EnhancementFund-May 27th, 2007

Weekly Assistance Allowance for Out of Town Apprentices

For those living between 75-150 km away	\$100.00wk
For those living between 150-250 km away	\$200.00wk
For those living between 250-400 km away	\$300.00wk
For those living more than 400 km away	\$400.00wk

Availability for the number of students per course will depend on space and acceptance by the Local Apprentice Committee (LAC).

■ APPENDIX E MONTHLY DUES SCHEDULE

Local Union Monthly Dues (Remitted on Local Union Form)

Local 4	\$15.00 per month
Local 5	\$30.00 per month
IU Local 6	\$25.00 per month
IU Local 7	\$34.00 per month
Local 10	\$60.00 per month
Local 12	\$21.00 per month
Local 23	\$30.00 per month
Local 28	\$22.00 per month

The amount of these deductions may be varied upon sixty (60) days notice, prior to the anniversary date, in writing, from the Secretary-Treasurer of the Local Union to the Guild.

■ APPENDIX F

All Locals.

With reasonable cause, the Trustees of designated trust funds may appoint a chartered accountant to enter upon the Employer's premises where all financial and payroll records are kept during regular business hours to perform an audit of the Employer's contributions and/or deductions to the required benefit plans or funds for a period not to exceed twenty-four (24) months before the date the audit takes place. This procedure does not prejudice any action currently being taken by Boards of Trustees. Where the Trustees appoint an auditor the cost of the auditor shall be borne by the appropriate funds or plans.

Any employee(s) found in violation with the Provincial Agreement shall be dealt with in accordance with the Local Union's Constitution.

This Article may be adapted by Locals applying to, and with approval from, the Joint Conference board.

■ APPENDIX G EXPEDITED ARBITRATION SYSTEM

WHEREAS the Guild and the Union agree that it is of the utmost importance to the integrity of the industry and their relationship

that the terms and conditions of their collective agreement are respected and adhered to. The Parties agree that ignorance of the terms and conditions of the collective agreement between the Guild and the OPC (the "Collective Agreement") or the Terrazzo, Tile & Marble Guild of Ontario, Inc. Expedited Arbitration System (the "System") shall not be a relevant factor in any proceedings taken pursuant to the System. Therefore, the Parties are intent on establishing a process that will maximize the adherence to the established terms and conditions of the Collective Agreement;

AND WHEREAS the Parties agree that when a difference arises between the Parties hereto relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure, notify the other party in writing of its desire to submit the difference or allegation to arbitration by way of the system set-out herein.

AND WHEREAS The Parties agree that, subject to Paragraph 20, any disputes with respect to the application, interpretation, or administration of the collective agreement shall be resolved by way of the System set out herein.

NOW THEREFORE the parties agree as follows and agree that the relevant provisions of the System set out herein form part of the collective agreement binding upon them:

Arbitration

1. The Parties agree that any disputes with respect to the application, interpretation, or administration of the Collective Agreement shall be resolved by way of the System set out herein.
2. **Patties:** The Union, the Guild and any of the Contractors who are signatory to the Collective Agreement may file a grievance.

3. **Prior to Referral:**

Part A – Mediation

Where the Parties mutually consent, the grievance may be referred to mediation prior to referral to Arbitration. The Parties seeking to refer the grievance to mediation shall:

- (i) have served the grievance with the required parties in accordance with the terms of the Collective Agreement and this process;
- (ii) have exhausted the grievance procedure in the Collective Agreement;
- (iii) provided sufficient information in the grievance to enable the recipient to understand what the grievance concerns; and
- (iv) made best efforts, to meet with the person(s) who are alleged to have violated the Collective Agreement and have made attempts to resolve the matter prior to referring the matter to arbitration.

list of Mediators: The parties agree that the permanent Mediators under this system are as follows:

- Rick MacDowell;
- Stephen Raymond; and
- Mort Mitchnick.

The parties agree that the actual scheduling of the mediation shall be done on consent of the parties.

In the event that mediation is unsuccessful, the grieving party may refer the matter to arbitration pursuant to the provisions of the System set out herein.

Part B – Arbitration

The party seeking to refer the grievance to arbitration shall:

- (v) have served the grievance with the required parties in accordance with the terms of the Collective Agreement and this process;
- (vi) have exhausted the grievance procedure in the Collective Agreement;

- (vii) provided sufficient information in the grievance to enable the recipient to understand what the grievance concerns; and
- (viii) made best efforts, to meet with the person(s) who are alleged to have violated the Collective Agreement and have made attempts to resolve the matter prior to referring the matter to arbitration.
4. **Service:** The party seeking to refer the grievance to mediation or arbitration shall be responsible for providing written notice, notifying all interested parties by way of facsimile transmission, courier, hand delivery, or any other means which is found to be appropriate and sufficient, of its intention to proceed to mediation or arbitration and arranging for the scheduling of the process.
5. **Counsel:** It shall be at the Parties' option whether they retain counsel for the mediation or arbitration process, provided counsel are able to accommodate the hearing schedule as set by the Mediator or Arbitrator. However, the schedule will not be set, and adjournments will not be granted, based on the availability or unavailability of counsel. The Arbitration process shall continue day to day until completed unless otherwise scheduled by the Arbitrator.
6. **list of Arbitrators:** The parties agree that the permanent Arbitrators under this system are as follows:
- Rick MacDowell;
 - Stephen Raymond; and
 - Mort Mitchnick;
- provided that no mediator shall act as an arbitrator in the same matter.
7. The above-noted Arbitrators will hear cases based upon an established rotation, and their availability, subject to the veto provisions set out in paragraph 9 below.
8. **Arbitration Fees:** The fees and expenses of the Arbitrator shall be borne one-half by the Union and one-half by the

Employer. Any other costs or expenses in connection with such Mediation or Arbitration shall be borne by the party who incurs them. Once the Arbitrator is contacted by the party seeking to refer the grievance, and has been asked to schedule the hearing, the Arbitrator's cost will have been incurred.

9. **Veto:** Within two (2) working days of the date the notice is received, but not thereafter, the party receiving notice may advise the party referring grievance to arbitration if it is vetoing any of the Arbitrators. The party receiving notice of the referral may only veto one of the listed Arbitrators.
10. **Following** written receipt of a veto, or following the two (2) working day period provided for the exercise of a veto, which ever occurs first, the party referring the matter to arbitration shall directly contact the arbitrator who is scheduled to hear the next grievance based on the established rotation (save and except where such arbitrator has been vetoed) and shall receive a date, time and location for the hearing concerning the particular grievance along with any other pertinent information.
11. **Notice of Hearing:** The party referring the grievance to arbitration shall then directly provide notice containing the above noted information to the other party, the Guild, any particular Contractor which may be involved and the Union. As much notice as possible of the scheduled hearing date will be provided to all parties, by the referring party, but not less than five (5) working days prior to the hearing. In addition to the information concerning the hearing, any further content concerning the notice shall be at the discretion of the party grieving, provided that it contains sufficient information to properly identify and assess the nature of the grievance or the matter complained of, subject to compliance with the terms of paragraph 13 herein.
12. If the Arbitrator, who, in accordance with the established rotation is scheduled to hear the grievance is not available to hear the matter within a reasonable period of time (to be determined by the party referring the grievance to arbitration)

then all of the above-noted provisions shall apply, save and except that the party referring the grievance to arbitration shall thereafter contact the next Arbitrator, who, in accordance with established rotation, would otherwise be scheduled to hear the next grievances save and except where such arbitrator has been the subject of the veto, in which case the party referring the grievance shall contact the next Arbitrator.

13. **Access to Arbitration:** Access to the expedited procedure shall be by any party, at any time, provided that sufficient and proper notice as required by paragraph 11 hereof is given.
14. **Timing:** The arbitration shall be held on a date determined to be appropriate by the party referring the grievance, which is no earlier than the fifth (5th) working day after receipt of written notice of intent to invoke a veto, on the expiry of the two (2) working day period in which a veto may be exercised, in accordance with paragraphs 9 and 10 above. In practice, this will likely mean evening or weekend hearings.
15. **Decisions:** Arbitrators appointed to adjudicate disputes under the System shall endeavour to issue their awards within forty-eight (48) hours of the completion of the hearing process.
16. **Location:** Arbitration proceedings pursuant to the System shall be held at a location mutually agreed to by the Guild and the Union.
17. **Powers of the Arbitrator:** The Arbitrator's powers shall arise from the Collective Agreement, the *Ontario Labour Relations Act* (the "*Act*") and the System. These powers include, but are not limited to, the power to order production in advance of the hearing process and any other orders that will facilitate an efficient and fair adjudication process. For clarity, the Parties agree that the provisions of the *Arbitrations Act, 1991* shall not apply to arbitrations under the System.
18. The Arbitrator has the power to interpret and apply this System. In addition, the Arbitrator will have the power to order the payment of deterrent damages;

19. **Deterrent Damages:** The Arbitrator shall also have the power to issue a deterrent damages award pursuant to either Article 25 or 27 of the Parties' collective agreement
20. The arbitration process shall be without prejudice to any other remedies that the parties may enjoy including application to a court or to the Ontario Labour Relations Board. However, it is understood and agreed that the Arbitrator's decision is binding and final with respect to those matters before the Arbitrator.
21. The parties recognize that the decision of the Arbitrator herein is enforceable as a decision of an Arbitrator pursuant to Section 48 and/or 96(7) of the **Act**
22. The Arbitrator shall also have the power to issue all orders and directions necessary to carry out the spirit and intent of this System.

This Agreement is in effect until April 30, 2010, or as further extended by the parties hereto.

■ **APPENDIX H BENEFIT PLANS**

The Union shall list all Benefit Plans, including all Locals Administrator information and contact information.

For all Union and Local Union Benefit Plans and the amount involved in the various Plans, refer to Article 29, Wages, Deductions, and Contributions.

Canadian Bricklayers and Allied Craft Unions Members Pension Trust, (CMPT) Canada Customs and Revenue Agency Registration No. T\F 1063478.

Global Benefit Plan Consultants
545 Wilson Ave
Toronto, Ontario M3H 1V2

The administrators of the Local Union Benefit Plans are as Follows:

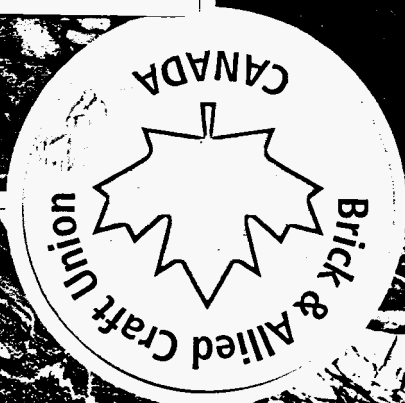
Local 2 Toronto	Global Benefit Plan Consultants 545 Wilson Ave Toronto, Ontario M3H 1V2
Local 4 St. Catharines	
Local 5 London	
Local 10 Kingston	
Local 12 Kitchener	
Local 20 Oshawa	
Local 23 Sarnia	
Local 31 Toronto	
Local 1 Hamilton	Antonio DiMaria 360 James Street North, Suite 101 Hamilton, Ontario L8L 1H5 (905) 527-8418
Local 25 Thunder Bay	David Kubinec BDO Dunwoody LLP 1095 Barton Street Thunder Bay, Ontario P7B 5N3 (807) 625-4444
Local 28 Sudbury	Franco Rocca 469 Bouchard St. Suite 201 Sudbury, Ontario P3E 2K8 (705) 522 4140
Local 29 Sault Ste. Marie	Howard Bowes 316 Korah Road Sault Ste. Marie, Ontario P6C 4H1 (705) 949-2642
IU Local 6 Windsor	Luciano Mascarin 3454 Sandwich St Windsor, Ontario N9C 1B3 (519) 256-3070

IU Local 7 Ottawa

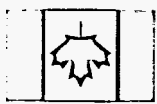
Lee-Power Assoc. Inc.
616 Cooper Street
Ottawa, Ontario
(613) 236-9007

For all Union and Local Union Benefit Plans and the amount involved in the various Plans, refer to Article 29, Wages, Deductions, and Contributions.

02536 (89)



1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12.



BACU-GUILD PROVINCE WIDE ICI COLLECTIVE AGREEMENT

**FOR ■ MARBLE ■ TILE
■ TERRAZZO ■ CEMENT
MASONS ■ RESILIENT FLOOR
LAYERS AND THEIR HELPERS**

Between:

**Brick and Allied Craft Union of Canada
and its Locals 4, 5, 10, 12, 23, 28 and 31**

(Hereinafter called the "Union")

- and -

**The Terrazzo, Tile & Marble Guild of Ontario, Inc.
as the Administrative Representative for
Individual Employers**

(Hereinafter called the "Employer/Guild")

(Collectively called the "Parties")

June 11, 2007 – April 30, 2010

■ TABLE OF CONTENTS

| | | |
|--------------|---|-----|
| ARTICLE 1 - | RECOGNITION AND SUB-CONTRACTING | .4 |
| ARTICLE 2 - | DURATION OF AGREEMENT | .6 |
| ARTICLE 3 - | GRIEVANCE AND ARBITRATION
PROCEDURE | .6 |
| ARTICLE 4 - | WORK STOPPAGES | .8 |
| ARTICLE 5 - | UNION SECURITY & HIRING
PRACTICES | .8 |
| ARTICLE 6 - | MANAGEMENT RIGHTS | .11 |
| ARTICLE 7 - | SAFETY | .11 |
| ARTICLE 8 - | APPRENTICES AND IMPROVERS | .12 |
| ARTICLE 9 - | OLDER MEMBERS | .15 |
| ARTICLE 10 - | HOLIDAYS AND OVERTIME | .15 |
| ARTICLE 11 - | BUSINESS AGENT | .16 |
| ARTICLE 12 - | JOB STEWARD | .16 |
| ARTICLE 13 - | LAY OFF NOTICE | .16 |
| ARTICLE 14 - | WORK BREAK | .17 |
| ARTICLE 15 - | WORKING CONDITIONS | .17 |
| ARTICLE 16 - | ALL EMPLOYEE BENEFIT PLANS | .18 |
| ARTICLE 17 - | TRAVEL AND BOARD | .20 |
| ARTICLE 18 - | EMPLOYER AND EMPLOYEE
DEDUCTIONS AND CONTRIBUTIONS | .23 |
| ARTICLE 19 - | DELINQUENT REMITTANCES
AND PENALTIES | .25 |
| ARTICLE 20 - | SHIFT WORK | .26 |

| | |
|--|----|
| ARTICLE 21 - JURISDICTION-MARBLE, TILE.
TERRAZZO. MECHANICS. CEMENT
MASONRY. RESILIENT FLOOR LAYERS
AND HELPERS | 27 |
| ARTICLE 22 - PAYMENT OF WAGES | 27 |
| ARTICLE 23 - REPORTING TIME | 28 |
| ARTICLE 24 - HOURS OF WORK | 28 |
| ARTICLE 25 - EMPLOYERS WORKING | 29 |
| ARTICLE 26 - MAINTENANCE OF TOOLS | 30 |
| ARTICLE 27 - TERMS OF EMPLOYMENT | 31 |
| ARTICLE 28 - VACATION PAY TRUST FUND | 32 |
| ARTICLE 29 - WAGES, DEDUCTIONS,
CONTRIBUTIONS | 32 |
| ARTICLE 29B - STACKWORK AND SILOS | 43 |
| ARTICLE 29C - HEIGHT PREMIUM | 43 |
| ARTICLE 30 - PENSION FUND | 43 |
| ARTICLE 31 - BILL 69 | 44 |
| APPENDIX A - EMPLOYERS WHO ARE SIGNATORY TO
THIS COLLECTIVE AGREEMENT | 46 |
| APPENDIX B - TERRITORIAL JURISDICTION
OF THE LOCAL UNIONS | 49 |
| APPENDIX C - JURISDICTION | 57 |
| APPENDIX D - MINUTES OF RECORD | 62 |
| APPENDIX E - MONTHLY DUES SCHEDULE | 65 |
| APPENDIX F - | 65 |
| APPENDIX G - EXPEDITED ARBITRATION SYSTEM | 66 |
| APPENDIX H - BENEFITS PLAN | 71 |

■ PURPOSE

WHEREAS, the general purpose of this Agreement is to establish mutually satisfactory arrangements between the Employers and their Employees and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work, wages and fringe benefits for all the Employees who are subject to the provisions of this Agreement.

All reference to employees and employers in this agreement includes both male and female and wherever the male gender is used it shall be construed to include male and female.

THEREFORE, it *is* expressly agreed and declared by and between the parties, both individually and collectively, as follows:

■ ARTICLE 1 RECOGNITION AND SUB-CONTRACTING

- (a) The Employer recognizes the Union as the exclusive bargaining agent for marble, tile and terrazzo, cement masons and resilient floor layers and their helpers, their respective apprentices, improvers and working foremen in its employ in the Province of Ontario and for whom the Union has bargaining rights. The Employer recognizes the territorial jurisdiction of the Local Unions as described in Appendix B hereto.
- (b) The Union recognizes the Employer as the exclusive bargaining agent for the individual Employers named in Appendix A and any other Employers desirous of entering into a contractual agreement with the BACU in the Province of Ontario.
- (c)
 - (i) Any Employer who *is* a party to this Agreement, save and except owners, developers and general contractors, shall not sub-contract any part of the contract encompassing the skills of the members of the Union.
 - ii) Any owner, developer or general contractor who is a party to this Agreement desirous of sub-contracting

any work encompassing the skills of members of the Union shall only sub-contract said work to an employer who has signed this Agreement or the **OPC-Guild ICI Agreement for Tile**.

- iii) Any owner, developer or general contractor who is a party to this Agreement desirous of sub-contracting any work encompassing the skills of members of the Union shall not sub-contract said work without the prior consent of the Union, with any Employer who is in arrears for any contributions, deductions or remittances required by the collective agreement.
- iv) Any Employer who is a party to this Agreement, save and except owners, developers and general contractors, shall not sub-contract any part of the contract, however the employer may receive **employee(s)** on loan as per Article 5(e) provided it is on an hourly basis only.

(d) An Employer shall not enter into a contract, sub-contract or transfer of work covered by this Agreement without prior consent from the Union, with any Employer who is in arrears for any contributions, deductions or remittances required by this Agreement and shall be confirmed in writing by the Union.

See Letter of Understanding, September 12, 2002.

- (e) This Agreement applies to construction industry work and to non-construction industry work in the industrial, **commercial** and institutional (ICI) sector.
- (f) The parties acknowledge that the **BACU** has agreed to utilize the hiring halls of **IU Locals 6 and 7** respectively and to man jobs in the territory of **IU Locals 6 and 7** respectively.

The parties agree that the following rules shall apply to employees who work in locations other than their home locals. All Local Union dues check-off that are deducted under this collective agreement shall be paid to the Local Union in whose territory the work is being performed. All benefit contributions including welfare, dental, pension, SUB plans shall be paid to the member's home Local Union or plan.

■ **ARTICLE 2** **DURATION OF AGREEMENT**

This Agreement shall be in effect from May 1, 2007 until April 30, 2010 and thereafter triennially unless written notice be given not more than one hundred and twenty (120) days and not less than ninety (90) days before the expiry day (or its anniversary, as the case may be), by the party desirous of change. In receipt of such written notice, the parties to this Agreement shall convene a meeting within thirty (30) days, and endeavour to reach an Agreement.

■ **ARTICLE 3** **GRIEVANCE AND ARBITRATION PROCEDURE**

- (a) Any dispute between a Local Union and a Local Employer or any grievance by any Employee covered under this Agreement which arises out of the interpretation, application, administration or alleged violation of this Agreement shall be adjusted if possible by the Local Union representative and the Local Employer or his designated representative. A meeting between the Local Union representative and the Local Employer or his designated representative shall be called within five (5) working days of receipt of the dispute or grievance by the party grieved against. If the dispute or grievance is not settled within ten (10) working days of such receipt then the grieving party may refer it to its Bargaining Agent (BACU or the Terrazzo Tile & Marble Guild of Ontario, Inc. as the case may be). On receipt of the dispute or grievance the grieving party's Bargaining Agent

may, if deemed advisable, submit the dispute or grievance to the Ontario Joint Conference Board.

- (b) The object of the Ontario Joint Conference Board is to establish fair working conditions and regulations for both the Employer and the employee in the construction industry and to maintain industrial peace by resolving disputes and grievances which arise under this Agreement from time to time. In order that these objectives may be maintained and furthered the Ontario Joint Conference Board (formed pursuant to a collective agreement which commenced operating May 1st, 1973, and which expired on April 30th, 1976) is continued under this Agreement. The Board shall have equal representation from the Employers and the Union. It shall meet at the request of either party. Its duties shall include:
- i) attempting to resolve disputes and grievances prior to arbitration.
 - ii) investigating and recommending methods to improve trade practices, efficiency, productivity and standards of workmanship in the industry.
 - iii) attempting to improve labour relations between Employers and the Union.
 - iv) promoting the best interests of the industry generally.
- (c) **Arbitration Procedure** — See Appendix G - Expedited Arbitration System.
- (d) **Hardship Clause** — Where a particular clause or article of this Agreement may be found to work a hardship in a specific geographical jurisdiction of a Local Union, either the Local Union or Local Employers Group may request a meeting with the other to consider the hardship in question. Should the Local Union and Local Employers Group agree to amend the collective agreement to address the hardship, such agreement shall be made in writing and referred to the Union and the Guild for their endorsement. Where no agreement is reached, the issue will only be referred to the

O.J.C.B. by agreement of both the Local Union and Local Employers Group.

- (e) The Local Union and/or the Employer shall not enter into special agreements, changes, additions or concessions to the Agreement without the express approval of both the Employee and Employer Bargaining Agencies.

■ ARTICLE 4 WORK STOPPAGES

During the lifetime of this Agreement the Employer and the Union agree that there will be no strike, and the Employer agrees that he will not cause a lock-out. The parties further agree that they will not threaten to take any of the actions which under the provisions of this Article, they have expressly agreed they will not take.

■ ARTICLE 5 UNION SECURITY & HIRING PRACTICES

- (a) (i) The Employer agrees to phone the Local Union office for all members required within the territorial area of the Union Local, as set out in Appendix B. The Union shall supply the Employer with a referral slip for each member to be hired.
- ii) The Employer shall have the right to recall a former employee within **35** days of the employee's layoff provided that, the former employee is registered on the Local's unemployed list and the local union is notified of the callback or the original employer may recall an employee when he completes the current project worked on providing that it is within **35** days of the original layoff. Any **employee(s)** found in violation with the Provincial Agreement shall be dealt with in accordance with the Local Union Constitution. If an employee takes a leave of absence, the employee may return to the employer.
- iii) When the Employer requires additional employees he shall hire members from the Local Union hiring list (**E.I.**

List) 50% of whom can be requested as long as they are members in good standing of the Union. This ratio must be maintained at all times.

- (b) Preference in employment opportunities for job sites in Area A will be given to those members who reside in Area A and preference in employment opportunities for job sites in Area B will be given to those members who reside in Area B.
- (c) When an Employer is doing work outside of their territorial area, said employer shall notify the Local Union office prior to commencing work and shall hire only members of the Local Union, with the exception of the working foreperson. Should a project be **less** than five (5) working days, said Employer shall have the right to bring in one additional worker who shall be a member in good standing with the Union.
- (d) Should members of the Local Union not be available as required, an Employer shall have the right to hire **Employee(s)** from other sources for a probationary period of 35 days providing such **Employee(s)** make application and become probationary **member(s)** of said Local Union **prior to** commencing work. All benefit packages will apply during the probationary period.

See Letter of Understanding, September 12, 2002.

- (e) Any employer who requires the loan of employees, other than an emergency basis, for work encompassing the skills of the members of the Union shall only be eligible to receive loaned employees after the employer has requested the Local Union to supply members in order to perform the work itself and members of the Local Union are not available as requested. The **employee(s)** on loan must immediately be placed on the employer's payroll that is receiving the loaned **employee(s)**. A time limit on the number of days a worker can be on loan from one employer to another (number of days) to be negotiated. After the expired number of days if the employer who placed the worker on loan has not recalled the loaned **employee(s)**, the employer loses any

claim to the loaned **employee(s)**. However, if the three parties (original employer, **employee(s)**, current employer) consent, the **employee(s)** may choose to stay with the employer that they originated from and the time limit (number of days) will start at **one(1)**.

- (f) Upon request of an authorized Guild representative, the Local Union shall advise of the number of active members in the Local Union's jurisdiction.
- (g) **Timesheets** for members are mandatory. On written request by the Union, the Employer shall provide to the Union office copies of the time sheets of members for a preceding period not exceeding six **(6)** months.
- (h) Notwithstanding any other provision of this Article, for the period commencing January **1, 2010** ending May **1, 2010** or when the Minister of Labour appoints a Conciliation Officer in respect of negotiations concerning renewal of this Collective Agreement, whichever is later, the Employer shall hire members of the Local Union on projects within the territorial area of the Local Union for **100%** of its manpower requirements and shall not have the right to recall former employees, within thirty-five (35) days of their layoff, without written consent of the Union during this period of time; moreover, the Employer may transfer members from one job to another within the territorial jurisdiction of the Local Union only with written notice to the Local Union. During this time period, Employers shall have no right to bring in members of a Local Union from outside the area where work is to be performed without the written consent of the Local Union having territorial jurisdiction in the area where the work is to **be** performed. During this period of time, if the Employers' requirements cannot be met within two **(2)** working days, the employer shall have the right to obtain employees from other Local Union hiring halls only.

■ ARTICLE 6 MANAGEMENT RIGHTS

The Union agrees and acknowledges that the Employer has the exclusive right to manage the business and to exercise such right without restrictions save and except as such prerogatives of management may be specifically modified by the terms and conditions of this Agreement.

Without restricting the generality of the foregoing paragraph, it is the exclusive function of the Employer:

- (a) To hire, direct, promote, demote, lay off, transfer, discipline and discharge any Employee and to increase and decrease work forces, provided that a claim for discriminatory promotion, demotion or transfer, or claim that an Employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as herein provided.
- (b) To determine the materials to be used, design of the products to be handled, the facilities and equipment required, scheduling of work and location of equipment.
- (c) Employee cellular phones and pagers are not permitted on any project.

■ ARTICLE 7 SAFETY

- (a) It is mutually agreed by both the Employer and the Union that they shall comply with the Occupational Health and Safety Act, and Regulations for Construction Projects and as amended from time to time.
- (b) Employees shall report to the foreman/forewoman any unsafe conditions, unsafe acts or violations of Standard Safety Regulations for construction projects.
- (c) Every employee covered by this Agreement shall be required to own and wear a safety helmet of a type approved by the Construction Safety Association of Ontario.

- (d) Every employee shall own and wear suitable protective footwear.
- (e) A Steward shall have the authority to prevent any employee from working in an unsafe area where Safety Regulations are being violated and immediately report this action to the foreman/forewoman and/or Employer and the Union office. The term Safety Regulations means for construction projects.
- (f) To protect the worker from injury, short pants are not permitted on job sites.
- (g) Mandatory employees' safety training shall be a shared responsibility between the Union and the Guild provided by the Trade School for all locals. Training shall include: WHMIS, Scaffolds, First Aid, Back Care, Full Body Harness and Fall Arrest System, High Lift Safety Systems (etc.). The employer shall pay each employee \$100.00 for attending training courses. The employee is responsible for maintaining safety equipment provided by the employer.

The Union will assure that union members have the required and current safety certificates and training prior to assigning members to the employer.

- (h) It is further agreed that any units or material that weigh in excess of twenty-five (25) kilograms shall require lifting methods such as dolly, chain blocks or other mechanisms or are handled by more than one person.

This Article to be in compliance with the Occupational Health and Safety Act.

■ **ARTICLE 8** **APPRENTICES AND IMPROVERS**

- (a) The Employer and the Union mutually agree that, in the best interests of the industry, apprentices shall be hired and properly trained.
- (b) Apprentices must be indentured to the Employer or to the Local Apprenticeship Committee (LAC) and be registered

with the Ministry of Training Colleges and Universities.

- (c) The parties agree to establish and maintain Local Apprenticeship Committees (LAC) consisting of equal representation from the Employers and Union. The Apprenticeship Committee shall be responsible to ensure that apprentices receive proper training in all aspects of the trade and to review the progress of the apprentices at regular intervals.
- (d) The minimum rate for apprentices and improvers shall be:
 - 50% of journeyperson rate for the first period (1400) hrs.
 - 65% of journeyperson rate for the second period (1400) hrs.
 - 80% of journeyperson rate for the third period (1400) hrs.
 - 90% of journeyperson rate for the fourth period (1400) hrs.Improvers wage rates shall be in accordance with the apprentice wage rate for the level established.
Apprentices moving from 4th year to journeyperson must be assessed by the Terrazzo, Tile and Marble Trade School Inc. or qualified trade journeypersons in the branch of the trade being assessed.
- (e) The Employer's participation in wages while the apprentice is attending trade school, shall be a minimum of thirty dollars (\$30.00) per week.
- (f) For the purpose of continued employment apprentices or improvers may be transferred to any Local of the Union, providing that the Local Union in which the apprentice is to work does not have any apprentices or improvers available for employment.
- (g) The ratio of apprentices or improvers to be applicable to any one project shall not exceed two (2) Journeypersons employed to one (1) apprentice or improver: apprentices or improvers will be registered with the Union .
- (h) The Employers shall contribute all fringe benefits for apprentices and improvers for the terms of their apprenticeship over and above the basic wage in accordance with the Agreement in effect.

- (i) The minimum amount of hours an apprentice must work on the tools shall be as follows:

| | |
|---------------------|---------------|
| 1st year apprentice | 24 hours/week |
| 2nd year apprentice | 28 hours/week |
| 3rd year apprentice | 32 hours/week |
| 4th year apprentice | Full Time |

The apprentice may only do helpers work in excess of designated hours (if all the mechanic's work is 100% complete on that job site). The apprentice cannot be transferred from one completed job site to another for the purposes of doing helpers work.

- (j) Should helper members of the Local Union not be available as required the Employers shall have the right to hire employees from other sources for a period of six (6) months providing the new helper employee makes application to join the Local Union prior to commencing work. Helper employees so hired shall be paid seventy percent (70%) of the helper's rate, plus all contributions, deductions and vacation pay as outlined in Article 29(a). After such time the helper shall be paid the full rate as set out in Article 29(a).
- (k) The Union and Employers agree to provide a well-trained and skilled workforce, and actively support and participate in the trade school training program.
- (l) During the apprenticeship period, apprentices and improvers must attend two courses at the trade school or approved training facility by the employer and employee bargaining units. During the Third year of apprenticeship, the apprentice must attend the second 9 week course at the Trade School or an approved training facility, as mandated by the Ministry of skills and Development. Failure to do so may restrict advancement to journeypersons level. For apprentices travelling outside of an area 50 kilometres from the location of the trade school, the trade school will compensate the apprentice for reasonable cost of travel and board at a rate established by the trade school management.

■ ARTICLE9 OLDER MEMBERS

Consideration for hiring of Union designated older members to be done on an equitable basis. The Union agrees that any member hired in this category shall be a fully qualified mechanic.

■ ARTICLE10 HOLIDAYS AND OVERTIME

Work performed in excess of regular hours of work Monday to Friday shall be paid at the rate of one and one-half (1 1/2) times the minimum wage rate as defined in Article 29(a) during the first two (2) hours. Double time of the minimum wage rate as defined in Article 29(a) Wages shall be paid for work performed in excess of the first two (2) hours. Work performed on Saturdays, Sundays and the following holidays: New Year's Day, Good Friday, Victoria Day (or Birthday of the Reigning Sovereign), Canada Day, Civic Holiday (Local), Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Family Day shall be paid at double time at the minimum wage rate as defined in Article 29(a) Wages. Wherever all other Building Trades Locals in a particular area have Remembrance Day as a recognized holiday, by Collective Agreement, then for the purpose of this Agreement, Remembrance Day shall be recognized as a holiday and employees covered by this Agreement in that particular area shall receive the double time rate for work performed on Remembrance Day.

When a holiday named above falls on a Saturday or a Sunday then the following Monday or the next regular scheduled work day shall be taken as the holiday unless other building trades in affected areas are taking the Friday before thus making Monday impractical, should Canada Day fall on a Monday to Friday week-day, it shall be taken on the day on which it falls. In a holiday week when the Monday or Friday is deemed a holiday, the regular hours of work shall be **thirty-two** (32) hours for that week. Therefore, overtime rates shall apply after the **thirty-two** (32) hours.

■ ARTICLE 11 BUSINESS AGENT

The Employer shall not prevent the Business Agent(s) of the Union from having access to the Employers projects. Upon arrival at the project, the Business Agent(s) shall advise the project office of his presence.

■ ARTICLE 12 JOB STEWARD

No discrimination shall be shown against any Job Steward for carrying out his duties. It is also agreed that the Union will advise the foreperson or the Employers representative of the appointment of a Job Steward. It is further agreed that a Job Steward will be appointed on all jobs of the Employer by a representative of the Union and he shall be one (1) of the last two (2) workers retained by the Employer. The foreperson shall advise the representative of the Union before discharging a Job Steward. If a Job Steward is appointed, he must be appointed from the on-the-job crew.

■ ARTICLE 13 LAY OFF NOTICE

- (a) One (1) hour shall be given and paid for whenever employees are laid off or dismissed. Four (4) hours notice or payment of four (4) hours in lieu thereof, shall be given prior to layoff.
- (b) The employer shall provide records of employment, all final documentation and pay to the employee's home within forty-eight (48) hours by special delivery mail. Laid off employees that are paid by electronic banking, shall receive payment of their wages within forty-eight (48) hours of lay off.
- (c) Any employee who voluntarily leaves employment shall have their wages, insurance records and hospitalization forms by the next regular pay day.

- (d) Employees who do not receive their pay as defined above shall be entitled to receive an amount equal to the regular hourly rate of pay based on regular daily working hours until such time as the employee receives their pay, except in cases beyond the control of the Employer

■ **ARTICLE 14**

WORK BREAK

It is agreed that employees shall be given two (2) fifteen (15) minute breaks on each regular working, evening or night work, or designated shift with no loss of pay. The Employer or foreman/forewoman, shall exercise his/her discretion as to when the breaks shall occur, but every reasonable effort shall be made to schedule such break at the mid-way points of the working periods as defined. Employees shall be given an additional 15 Minute break after two (2) hours of overtime. Smoking breaks shall only be taken in permitted areas on the designated breaks, according to local by-laws.

■ **ARTICLE 15**

WORKING CONDITIONS

- (a) Should an employee receive an injury or become ill which causes the employee to leave the jobsite the Employer shall instruct an employee to arrange for the safekeeping of such employee's tools and clothes without loss of pay.
- (b) When an employee is injured on the jobsite and must leave the job for medical attention or when the doctor decides that the employee is unable to return to the job because of the injury, or if instructed by the foreman/forewoman or superintendent to go home, the employee shall be paid the regular wages and other benefits for the full day or designated shift. If in the opinion of the Employer another employee is required to leave the jobsite with the injured or ill employee, to assist in getting medical attention, that employee shall be paid regular wages and other benefits for any lost time incurred in this way. Transportation when necessary shall be arranged by the Employer to a doctors

office or hospital. The Union office and the Employer shall be notified immediately of an accident to an Employee where loss of time is involved. Copies of the Workplace Safety and Insurance Board Report will be available to the injured employee and Union upon request.

- (c) A five (5) minute clean-up time will be allowed at the end of each working day or shift.
- (d) On a jobsite where one or more Local Union employees are employed and facilities are not provided for others, the Employer shall meet the provisions and requirements of the Occupational Health and Safety Act and Regulations for Construction Projects, Section 28 and 29 (R22).
- (e) Inclement Weather

By mutual consent of the Local Union and the affected Employer, should inclement weather cause employees on a project to lose eight (8) hours or more during a Monday to Friday regular work week, then Saturday may be worked at make-up time rates. Employees working on Saturday shall not work in excess of the regular work week hours on a Monday to Saturday basis. If the employee works over the number of hours of a regular work week then double time shall apply to the excess hours. It is understood and agreed that make-up time is on a voluntary basis only. Employees not wishing to work the make-up time shall not be subject to disciplinary action or layoff.

The employer shall notify the union twenty-four (24) hours prior to implementing this article.

■ ARTICLE 16 ALL EMPLOYEE BENEFIT PLANS

- (a) It is agreed that contributions to a provincial, international or local employee benefit plan referred to in this agreement and deductions in respect of Union dues may be amended by the Union during the course of this Agreement by letter advising the Employer of the changes to be effective not earlier than thirty (30) days from the date of the letter, so

long as the total negotiated compensation package is not increased. Thereby it is understood that in accordance with this article, the Union may unilaterally establish a new benefit plan, and require the Employer to make contributions to that plan upon written notice to the Employer, and so long as the total negotiated compensation package is not increased thereby.

- (b) It is further agreed that should the Union or any local Union be desirous of implementing jointly equal trustee benefit trust plans, it shall be permitted to do so provided that such cost be taken from the total negotiated wage package. It is further agreed that should the Union or any local Union be desirous by implementing trustee benefit trust plans it shall be permitted to do so providing that all existing plans remain as jointly equal trustee plans. All costs including any tax associated with the operating cost of a new plan shall be taken from the total negotiated wage package.
- (c) Employee Dues Deductions Plans shall also comply with (a) and (b) above except for the requirement of being jointly trustee.
- (d) Such Plans shall be reviewed by and filed with the Ontario Joint Conference Board.
- (e) All deductions and contributions as outlined in Article 29(a) shall be paid not later than the 15th day of the month following the month in which they were earned. The combined payments shall be deposited in accordance with the designated place appearing on the Employers Monthly Contribution Report Form.
- (f) If the Employer does not have any members in his employ a nil report shall be filed by the Employer on a monthly form in accordance with Section (e) above.
- (g) On request, the employer shall send a copy of the employee T 4 form to the Guild or the Union on March 1st, of each year.

100

■ ARTICLE 17 TRAVEL AND BOARD

1. Free Travel Zone

The Free Travel Zone for all Local Unions shall be the area within a thirty-five (35) kilometre radius of the City Hall of the City in which the Local Union is located. In Local 4 St. Catharines, the thirty-five (35) kilometre radius shall be taken from the Center of Allensburg. In IU Local 7 Ottawa, the thirty-five(35) kilometre radius shall be taken from the Chateau Laurier and the City Hall of Cornwall. In Local 28 Sudbury, the thirty-five (35) kilometre radius shall be taken from the Federal Building. In Local 10 Kingston, the thirty-five (35) kilometre radius shall be taken from the City Halls of Belleville, Brockville, Cornwall, Kingston and Peterborough.

2. Travel Allowance

- a) When the Employees provide their own transportation beyond the boundary of the Free Travel Zone as defined in Clause 1 herein, they shall be paid travel allowance at the following applicable rates:

Fifty Cents (50) cents per kilometre for the first 5,000 kilometres and forty-four (44) cents per kilometre thereafter. At such time that the Canada Revenue Agency increases the rate, the new rate shall apply.

- (b) (i) Employees instructed to travel from one project to another during the regular working day shall be paid parking. Whenever there is work to be done on a short term project and paid parking is required for a vehicle and where there are no lockup facilities the Employer shall pay parking on a daily basis.
- (ii) When working in downtown Toronto the employee shall be paid six dollars (\$6.00) per day for parking expenses effective on Ratification and seven dollars (\$7.00) per day effective May 1st, 2008 and eight dollars (\$8.00) per day effective May 1st, 2009.

The border area for downtown Toronto is Bloor St., Jarvis St., Spadina Ave. and the Lakeshore.

Travel allowance shall not exceed board allowance as defined in Clause 3(a).

- c) The Employer shall provide to the employees working under the terms of this collective agreement, the Revenue Canada Form T2200 Declaration of Conditions of Employment signed by the employer.

3. Board Allowance

- (a) Board allowance for all Local Unions shall be as follows:

Effective May 1st, 2007 — \$82.00 per day.

Effective May 1st, 2008 — \$85.00 per day.

Effective May 1st, 2009 — \$88.00 per day.

- (b) On projects where Board Allowance applies, and are located two hundred and one (201) kilometres or less from the boundary of the Free Travel Zone of all Local Unions, the applicable Board Allowance shall be paid on the basis of five (5) days per week.

Travel Allowance at the applicable rates as defined in Clause 2 herein, shall be paid to and from the project from the Free Travel Zone boundary once per project in addition to the applicable Board Allowance.

- (c) On projects where Board Allowance applies and located more than two hundred and one (201) kilometres from the boundary of the Free Travel Zones of all Local Unions, the applicable Board Allowance shall be paid on the basis of seven (7) days per week, providing that the employee has worked the full regular work week scheduled in accordance with Article 24. Travel Expense at the applicable rates as defined in Clause 4(a) herein, shall be paid to and from the project from the Free Travel Zone boundary once per project in addition to the applicable Board Allowance.

The employer shall be required to pay travelling time, to the project and return upon completion of project, based on the applicable regular straight time hourly rate of the area in which the employee resides and holds membership providing that the duration of the project is 15 days or more

4. Employees instructed to travel from one project to another during the regular working day after having reported to the initial jobsite shall be paid Travel Allowance at the applicable rate as defined in Clause 2 herein, using the most practical direct route in addition to his regular hourly rate.
5. All Travel Allowance and Board Allowance shall be paid weekly by cash or cheque and within four (4) working days of the closing day of the pay period and identified separately from wages.
6. When employees are instructed to use public transportation to go to projects located more than two hundred and one (201) kilometres from the Free Travel Zone boundary of all Local Unions and return, the Employer shall pay the cost of all such transportation and meals. The Employer shall be required to pay travelling time based on the applicable regular straight time hourly rate of the area in which he resides and holds membership, to a maximum of eight (8) hours per day. When the time required to travel to the project is less than eight (8) hours, the employee shall work the balance of his regular working period.
7. (a) Return public transportation costs shall be paid to an employee by the Employer on the following basis:

On projects located from the boundary of the Free Travel Zone, of the employee's Local from which he was hired-

322 — 644 kilometres one round trip every two (2) months

644 — 966 kilometres one round trip every four (4) months

966 kilometres and over one round trip every six (6) months and travelling time shall not apply.

(b) On projects of more than ninety (90) days duration should an employee leave prior to completion of the project, for reasons other than compassionate grounds, Travel Allowance and Travel Time may be withheld.

8. When camp conditions are of a necessity in lieu of the Board Allowance defined in Clause 3(a) herein, it is agreed that such camp conditions shall be of first class accommodation and such accommodation conditions shall be established prior to the commencement of work.

9. In lieu of the Board Allowance defined in Article 17, Subsection 3(a) herein, the Employer may provide room and board at the Employer's cost. Such room and board shall be first class and mutually agreed upon by the Union and the employee.

■ ARTICLE 18

EMPLOYER AND EMPLOYEE DEDUCTIONS AND CONTRIBUTIONS

(a) Each Employer shall contribute an amount of fifty-six cents (56¢) per hour for each hour earned by each employee covered by this Agreement of which forty cents (40¢) per hour shall be allocated to the Terrazzo, Tile & Marble Guild of Ontario, Inc., and fifteen cents (15 cents) per hour to the Terrazzo, Tile & Marble Trade School Inc., and one cent (1 cent) per hour to the Ontario Construction Secretariat. The Guild may amend their Employer Contributions upon thirty (30) days written notice to the BACU.

(b) Apart from contributions above each Employer agrees that each Employer shall deduct the amount of sixty-nine (69) cents per hour for each hour earned of which one (1) cent shall be allocated to the Ontario Construction Secretariat, twenty-eight (28) cents check-off to the BACU and twenty-five cents (25¢) to the BACU Organizing Trust Fund. The

BACU may amend the employee contributions upon thirty (30) days notice to the Guild. Employee training contributions in the amount of Fifteen (15) cents per hour shall be allocated to the Terrazzo, Tile & Marble Trade School Inc.

- (c) Deductions and contributions shall be compiled monthly and the Employer shall forward the combined amounts together with an Employer Report Form, provided by the Union, to the designated place appearing on the Employer's Monthly Contribution Report Form to be received not later than the 15th of each month following the month for which such deductions and contributions were earned. Copies of the Employer's Report Form shall also be forwarded to the Local Joint Committee as established in (d). Employers must file a "Nil Report" for each month in which they may have no Employees.
- (d) The Local Union and Local Employer shall establish a Local Joint Committee of equal representation to scrutinize and verify the hours earned and payments made. Any discrepancies or late payments shall be dealt with by the Local Joint Committee and the Employer concerned.
- (e) The Union on receipt of such remittances shall within five (5) working days remit forty-one cents (~~41¢~~) per hour for each hour earned by the employee to the Terrazzo, Tile & Marble Guild of Ontario, Inc., and thirty cents (~~30¢~~) per hour to the Terrazzo, Tile & Marble Trade School Inc., together with a copy of the Employers Report Form.

Funding for the Trade School shall be shared equally between the Guild and the Union.

Remittance Forms

- (g) There shall be a maximum of two (2) Remittance Forms used when contributions are sent in by contractors each month.
The first form should have all Local Union's (Employer/Employee) administered plans and contributions such as (Local Dues, Check-off, SUB Plans, Dental, Welfare Plans, Local Pensions).

These contributions shall be broken down individually on the forms and then totalled at the bottom with only "one cheque" written to the Locals or designate.

The other form would include all of the Provincial benefit plans and Employer/Employee contributions as spelled out in the collective agreement (Article 29).

These contributions should be broken down individually on the forms and then totalled with only "one cheque" written to designate.

- (h) The Guild shall **pay** the **BACU** four (4%) percent of Employer dues collected from contribution forms for administration.

■ **ARTICLE 19**

DELINQUENT REMITTANCES AND PENALTIES

- (a) Local and/or Provincial remittances not received in accordance with Articles 16 and 18 shall be in violation of this Agreement and the Employer affected shall be subject to pay a penalty of five (5%) percent per month or portion thereof or sixty (60%) percent simple interest annually of the total combined amount due which has not been received beyond the due date.

In addition, the delinquent Employer shall be required to pay all costs of collection of such liquidated damages and may be required, upon request of the Trustees, to deposit with the Trustees a cash deposit, irrevocable letter of credit or equivalent acceptable security to a maximum of twenty-five thousand dollars (\$25,000). The Trustees of Local and/or Provincial Funds may at their discretion require that other Employers deposit with the Trustees acceptable form of security to a maximum of twenty-five thousand dollars (\$25,000).

- (b) Should an Employer refuse to pay the penalty or deposit of security herein provided, it is agreed that employees of such Employer may refuse to work for such Employer until the Employer has complied with payment and/or deposit of security.

- (c) Refusal to work by Employees shall not be a violation of this Agreement or an unlawful stoppage of work within the provisions of the Ontario Labour Relations Act, and the Employer shall not institute or commence any applications, actions or proceedings of any nature whatsoever under the Ontario Labour Relations Act, this Agreement or otherwise against the Union or any of its officers, officials, servants, employees, agents or members in connection with any such refusal to work
- (d) All payments of hours of work (gross), deductions and contributions by Employers for grievances of late or delinquent contributions must be accompanied by the Employer Contribution Report Form with supporting information and the remittance forwarded to the administrator, Guild, Union, the Local and Trust Funds as per Articles 18 and 29(a).
- (e) The Trustees or BACU can require any new contractor or contractor who was either an owner or principal in a company that went out of business or bankrupt owing monies to the Funds or BACU, to deposit with the Trustees a cash deposit, irrevocable letter of credit or equivalent acceptable security to a maximum of twenty-five thousand (25,000) dollars.
- (f) Notwithstanding any other provision of this collective agreement, the Union shall have the right to remove its members from the jobsite of the Employer if the Employer fails to make its required health and welfare, pension, wages and vacation pay in full. The employees shall not return to work until such time as the Employer remits all outstanding contributions to the fund.

The Union shall notify the Employer and the Guild five (5) working days prior to the removal of the employee(s).

■ ARTICLE 20 SHIFT WORK

- (a) When it is necessary to work two (2) or three (3) shifts daily on any particular job no Employee except the working fore-

man/forewoman shall be permitted to work on more than one (1) shift in any twenty-four (24) hours.

- (b) When a shift schedule is worked, the hours of work and the hourly rate of pay shall be;

Day Shift - 8:00 a.m. to 4:00 p.m. - at regular straight time rate - including a half (1/2) hour Lunch Period.

Second Shift - 4:00 p.m. to 12 Midnight - seventy-five (75) cent premium over the hourly straight time rate - including a half (1/2) hour Lunch Period.

Third Shift - 12 Midnight to 8:00 a.m. - one (1) dollar premium over the hourly straighttime rate - including the half (1/2) hour Lunch Period.

- (c) When a shift schedule is worked between 8:00 a.m. on Saturdays, Sundays, Holidays to 8:00 a.m. on Monday or 8:00 a.m. Tuesday following a Monday holiday, it shall be paid for at double the hourly time as defined in Article 29(a) - Wages, Deductions, Contributions

■ **ARTICLE21** **JURISDICTION-MARBLE, TILE, TERRAZZO, MECHANICS, CEMENT MASONRY, RESILIENT FLOOR LAYERS AND HELPERS**

See Appendix C attached hereto.

■ **ARTICLE22** **PAYMENT OF WAGES**

- (a) Payment of Wages shall be made not later than Thursday of each week on the jobsite during working hours, by cash or cheque, or other negotiable instrument in a sealed envelope such that confidentiality shall be maintained. Time books to be closed weekly and the Thursday pay day must be within four (4) working days of the closing time of the books.

By mutual agreement of the employee and Employer, electronic banking may be used providing that the deposit is in the employee's account by 5:00 p.m. on the Thursday pay

day. The Employer shall inform the Union with the names of the employees agreeing to electronic banking.

- (b) Accompanying the pay, the Employer shall provide a statement for each employee showing the company name, the employee's name, the dates of the pay period, the number of hours worked, the rate per hour, the gross pay, travelling expenses, vacation pay, board allowance, income tax deductions, unemployment deductions, Canada Pension Plan deductions, and any other miscellaneous deductions or contributions, and net pay.
- (c) Any employee failing to receive their regular pay on the regular pay day shall give notice to the Employer or representative. If the Employer does not make payment of wages before twelve (12:00) noon on the following working day, the Employer shall pay two (2) hours pay at the applicable straight time hourly rate in addition to his/her wages to the employee for each day the delinquency continues.

■ **ARTICLE23** **REPORTING TIME**

When an employee reports for work at the Employer's shop or job, at the request of the Employer and is told he is not required, he shall be paid a minimum of three (3) hours wages plus travel expenses and/or board allowance when applicable.

□ **ARTICLE24** **HOURS OF WORK**

- (a) The regular working day shall consist of eight (8) hours work schedule between 8:00 a.m. and 4:30 p.m. with not less than one-half (1/2) hour for lunch. Five (5) consecutive working days shall constitute the regular working week beginning on Monday and ending on Friday of each week.
- (b) However, such hours of work may be altered by mutual consent by the Parties to this Agreement.
- (c) When work cannot be done during the regular working day of 8:00 a.m. to 4:30 p.m. on Mondays to Friday, such work

may be done as evening or night work, and the employees shall be paid one (1) hour premium over the hours worked. Any hours in excess of eight (8) hours shall be paid in accordance with Article 10 (Holidays and Overtime)

- (d) Maintenance work that must be performed on weekends shall be paid at one and one half (1-1/2) times the hourly rate.

■ ARTICLE 25 EMPLOYERS WORKING

- (a) It is contrary to the sound business principles and the spirit of this Agreement for Employersto work with the tools, thus depriving workers of employment.
- (b) It is understood and agreed that no member of the Union will work on a project covered by this Agreement where an Employer or a member of the firm, is working with the tools on any project. **No** Employer shall be allowed to work with the tools on any project.
- (c) The parties agree that this clause shall be enforced by the Union without exception. In circumstances where an employer is found to have violated this article for the first time, damages shall be limited to the wage package lost by Union members. Subsequent violations of this article shall result in deterrent damages in addition to the wage package lost by the Union members. The parties agree that the deterrent damage amount shall be ten thousand dollars (\$10,000) per working partner. The Union must forward this information to the Guild within twenty-four (24) hours of having received the information. This penalty is to be shared, **less** applicable fees and costs, equally to the Union and to the Guild's Promotion fund.
- (d) The Union will inform the Guild of these actions. As well, the Guild will inform the Union by letter when it is aware of any occurrences and the Union will confirm to the Guild by registered mail that action has been taken within seven (7) days of the notification being sent.

- (e) All employers shall inform the Local Union of the location and start date of all new projects over Fifty thousand dollars (\$50,000) prior to commencing work. Employers must report to the Local Union all employees that are required to work on Saturdays and/or Holidays along with the job location. In circumstances where the employer has been found to have violated Article 25 (e) there shall be a warning on the first offence. On the second offence there shall be deterrent damages in the amount of five hundred (500) dollars. For each additional offence there shall be deterrent damages of one thousand (1000) dollars for each offence. The penalty is to be shared, less applicable fees and costs, equally to the Union and to the Guild's Promotion fund. The Guild shall be notified of all grievances and settlements within seven (7) days

■ ARTICLE 26

MAINTENANCE OF TOOLS

- (a) The Employer agrees to maintain and keep all chisels in a sharp and workable condition.
- (b) The Employer agrees to supply cutting wheels for the tile-setters cutting machine.
- (c) The Employers agree that mechanics will be compensated for tools and clothes lost by fire or theft from a securely locked shelter or lock-up box, on claims submitted in writing with substantial evidence, within three (3) working days.
- (d) The following equipment is a part of the Employer's equipment and must be furnished by the employer: mortar boxes, mortar boards, straight edges, tubs, hoes, buckets, polishing rags, steel wool and power tools, power mixing drill must be on every job where bonding materials are to mixed, also bits, plaster bowls and sponges, any tile cutter above sixteen (16) inches, lock-up box or security area all when required.
- (e) The Employer shall be responsible for throw away clothes for the worker on a daily basis when they are working with

epoxy chemicals. The employer must furnish the journey person/apprentice installing any epoxy applications with tools to do the job required. The employer shall provide a boot allowance of One Hundred Dollars (\$100.00) every six months when work is being done with epoxy chemicals.

- (f) The Employer shall designate adequate tables and seating facilities on all jobsites where six (6) or more employees are employed by this Agreement for lunch/break time.

■ ARTICLE 27 TERMS OF EMPLOYMENT

- (a) Employees covered by this Agreement shall only provide services on an hourly rated basis (as in Article 29(a)). The Employer shall not employ any marble masons, tilesetters or terrazzo workers on a piece work basis or demand any given amount of work for a lump sum, or demand a certain amount of work to be done in a given time, and without limiting the generality of the foregoing, there shall be no limitations as to the amount of work any employee may be required to perform.

The parties agree that this clause shall be enforced by the Union without exception. In circumstances where an employee is found to have violated this article he shall be fined five-hundred (500) dollars in deterrent damages by the Union.

In circumstances where an employer is found to have violated this Article, the employer shall be responsible for the payment of deterrent damages in the amount of one-thousand (1000) dollars per each employee in each violation.

The Union will inform the Guild of these actions. As well, the Guild will inform the Union by letter when it is aware of any occurrences and the Union will confirm to the Guild by registered mail that action has been taken within seven (7) days of the notification being sent. This penalty is to be shared, less applicable fees and costs, equally to the Union and to the Guild's Promotion fund.

- (b) When four (4) or more mechanics are working on a single job, a foreman/forewoman shall be appointed and shall be a qualified mechanic in good standing with the Union and will be under the direction of the Employer. Such working foreman/forewoman shall receive one and one half(1-1/2) hours wages per day in addition to their regular hours worked.
- (c) Only one (1) working foreman/forewoman for each classification may be transferred between Local Union areas.

■ ARTICLE28 VACATION PAY TRUST FUND

Vacation Pay shall be paid weekly, Vacation and Holiday pay shall be at the rate of ten percent (10%) of the Employee's gross wages earned. This amount includes four percent (4%) in lieu of payment for statutory holidays.

Locals 6 and 31- Vacation pay shall be deducted weekly and remitted monthly to the local's Vacation Pay Trust Funds. Vacation and Holiday pay shall be at the rate of ten percent (10%) of the Employee's gross wages earned. This amount includes four percent (4%) in lieu of payment for statutory holidays.

■ ARTICLE29 WAGES, DEDUCTIONS, CONTRIBUTIONS

Local Union schedules shall be provided by the Local Union provided no schedule shall be above the total wage package negotiated. Otherwise Local Unions have full autonomy to direct their contributions to any fund of their choosing.

In this article, the reference to "BACU Deduct" means Provincial working dues and the reference to "BACU Per Capita" means Provincial monthly per capita dues and the reference to "Org Fund" means "The Ontario Brick and Tile Organizing Trust" and the reference to " Pension" except local pensions means "The Canadian Bricklayers and Allied Craft Union Members Pension Trust (CMPT)" Canada Customs and Revenue Agency Registration Number T/F 1063478.

■ Article 29 -- (A) WAGES, CONTRIBUTIONS, DEDUCTIONS

Increases to total wage package:

| | |
|---------------------------|-------------------|
| Effective on Ratification | \$1.00 increase |
| Effective May 1st, 2008 | 55 cents increase |
| Effective Nov 1st, 2008 | 55 cents increase |
| Effective May 1st, 2009 | 65 cents increase |
| Effective Nov 1st, 2009 | 70 cents increase |
| Total increase - | \$3.45 |

■ Article 29 – (A) WAGES, BENEFITS-DEDUCTIONS AND CONTRIBUTIONS

| ONTARIO PROVINCIAL AGREEMENT-MARBLE, TILE, TERRAZZO, CEMENT MASONS, RESILIENT FLOOR LAYERS AND THEIR HELPERS • EFFECTIVE JUNE 11, 2007- APRIL 30TH, 2010 | | | | | | | | | | | | | | | | |
|--|-----------------|-----------------|----------------|---------------------|------------|-----------------|---------------|------------|---------|---------------|---------|--------|-----|------------------------|-----------|---------------|
| LOCAL #4 THOROLD | | | | EMPLOYEE DEDUCTIONS | | | | | | | | | | EMPLOYER CONTRIBUTIONS | | |
| Date | Classifications | Hrly. Wage Rate | V.P. 10% Round | Local Dues | BAC Deduct | Local Org. Fund | Training Fund | IPF Top-up | Pension | Local Pension | Welfare | Dental | SUB | Total Wage Package | Emp. Fund | Training Fund |
| June 11, 2007 | M.M. | 30.15 | 3.01 | 0.60 | 0.29 | 0.25 | 0.15 | | 5.40 | 0.00 | 2.45 | | | 40.91 | 0.41 | 0.15 |
| | T.T.M. | 29.98 | 3.00 | 0.60 | 0.29 | 0.25 | 0.15 | | 5.40 | 0.00 | 2.45 | | | 40.73 | 0.41 | 0.15 |
| | C.M. | 29.98 | 3.00 | 0.60 | 0.29 | 0.25 | 0.15 | | 5.40 | 0.00 | 2.45 | | | 40.73 | 0.41 | 0.15 |
| | B.M.O. | 29.05 | 2.91 | 0.60 | 0.29 | 0.25 | 0.15 | | 5.40 | 0.00 | 2.45 | | | 39.71 | 0.41 | 0.15 |
| | T.F.M.O. | 28.81 | 2.88 | 0.60 | 0.29 | 0.25 | 0.15 | | 5.40 | 0.00 | 2.45 | | | 39.44 | 0.41 | 0.15 |
| | M.T.T.H. | 28.78 | 2.88 | 0.60 | 0.29 | 0.25 | 0.15 | | 5.40 | 0.00 | 2.45 | | | 39.41 | 0.41 | 0.15 |
| May 1st, 2008 | M.M. | 30.42 | 3.04 | 0.60 | 0.29 | 0.25 | 0.15 | 0.15 | 5.40 | 0.00 | 2.55 | | | 41.46 | 0.41 | 0.15 |
| | T.T.M. | 30.25 | 3.03 | 0.60 | 0.29 | 0.25 | 0.15 | 0.15 | 5.40 | 0.00 | 2.55 | | | 41.28 | 0.41 | 0.15 |
| | C.M. | 30.25 | 3.03 | 0.60 | 0.29 | 0.25 | 0.15 | 0.15 | 5.40 | 0.00 | 2.55 | | | 41.28 | 0.41 | 0.15 |
| | B.M.O. | 29.33 | 2.93 | 0.60 | 0.29 | 0.25 | 0.15 | 0.15 | 5.40 | 0.00 | 2.55 | | | 40.26 | 0.41 | 0.15 |
| | T.F.M.O. | 29.08 | 2.91 | 0.60 | 0.29 | 0.25 | 0.15 | 0.15 | 5.40 | 0.00 | 2.55 | | | 39.99 | 0.41 | 0.15 |
| | M.T.T.H. | 29.06 | 2.91 | 0.60 | 0.29 | 0.25 | 0.15 | 0.15 | 5.40 | 0.00 | 2.55 | | | 39.96 | 0.41 | 0.15 |
| Nov. 1st, 2008 | M.M. | 30.92 | 3.09 | 0.60 | 0.29 | 0.25 | 0.15 | 0.15 | 5.40 | 0.00 | 2.55 | | | 42.01 | 0.41 | 0.15 |
| | T.T.M. | 30.75 | 3.08 | 0.60 | 0.29 | 0.25 | 0.15 | 0.15 | 5.40 | 0.00 | 2.55 | | | 41.83 | 0.41 | 0.15 |
| | C.M. | 30.75 | 3.08 | 0.60 | 0.29 | 0.25 | 0.15 | 0.15 | 5.40 | 0.00 | 2.55 | | | 41.83 | 0.41 | 0.15 |
| | B.M.O. | 29.83 | 2.98 | 0.60 | 0.29 | 0.25 | 0.15 | 0.15 | 5.40 | 0.00 | 2.55 | | | 40.81 | 0.41 | 0.15 |
| | T.F.M.O. | 29.58 | 2.96 | 0.60 | 0.29 | 0.25 | 0.15 | 0.15 | 5.40 | 0.00 | 2.55 | | | 40.54 | 0.41 | 0.15 |
| | M.T.T.H. | 29.55 | 2.96 | 0.60 | 0.29 | 0.25 | 0.15 | 0.15 | 5.40 | 0.00 | 2.55 | | | 40.51 | 0.41 | 0.15 |
| May 1st, 2009 | M.M. | 30.83 | 3.08 | 0.60 | 0.29 | 0.25 | 0.15 | 0.30 | 6.00 | 0.00 | 2.55 | | | 42.66 | 0.41 | 0.15 |
| | T.T.M. | 30.66 | 3.07 | 0.60 | 0.29 | 0.25 | 0.15 | 0.30 | 6.00 | 0.00 | 2.55 | | | 42.48 | 0.41 | 0.15 |
| | C.M. | 30.66 | 3.07 | 0.60 | 0.29 | 0.25 | 0.15 | 0.30 | 6.00 | 0.00 | 2.55 | | | 42.48 | 0.41 | 0.15 |
| | B.M.O. | 29.74 | 2.97 | 0.60 | 0.29 | 0.25 | 0.15 | 0.30 | 6.00 | 0.00 | 2.55 | | | 41.46 | 0.41 | 0.15 |
| | T.F.M.O. | 29.49 | 2.95 | 0.60 | 0.29 | 0.25 | 0.15 | 0.30 | 6.00 | 0.00 | 2.55 | | | 41.19 | 0.41 | 0.15 |
| | M.T.T.H. | 29.46 | 2.95 | 0.60 | 0.29 | 0.25 | 0.15 | 0.30 | 6.00 | 0.00 | 2.55 | | | 41.16 | 0.41 | 0.15 |
| Nov. 1st, 2009 | M.M. | 31.46 | 3.15 | 0.60 | 0.29 | 0.25 | 0.15 | 0.30 | 6.00 | 0.00 | 2.55 | | | 43.36 | 0.41 | 0.15 |
| | T.T.M. | 31.30 | 3.13 | 0.60 | 0.29 | 0.25 | 0.15 | 0.30 | 6.00 | 0.00 | 2.55 | | | 43.18 | 0.41 | 0.15 |
| | C.M. | 31.30 | 3.13 | 0.60 | 0.29 | 0.25 | 0.15 | 0.30 | 6.00 | 0.00 | 2.55 | | | 43.18 | 0.41 | 0.15 |
| | B.M.O. | 30.37 | 3.04 | 0.60 | 0.29 | 0.25 | 0.15 | 0.30 | 6.00 | 0.00 | 2.55 | | | 42.16 | 0.41 | 0.15 |
| | T.F.M.O. | 30.13 | 3.01 | 0.60 | 0.29 | 0.25 | 0.15 | 0.30 | 6.00 | 0.00 | 2.55 | | | 41.89 | 0.41 | 0.15 |
| | M.T.T.H. | 30.10 | 3.01 | 0.60 | 0.29 | 0.25 | 0.15 | 0.30 | 6.00 | 0.00 | 2.55 | | | 41.86 | 0.41 | 0.15 |

■ Article 29 – (A) WAGES, BENEFITS-DEDUCTIONS AND CONTRIBUTIONS

| ONTARIO PROVINCIAL AGREEMENT-MARBLE, TILE, TERRAZZO, CEMENT MASONS, RESILIENT FLOOR LAYERS AND THEIR HELPERS | | | | | | | | | | | | | | | | | | |
|---|----------------|-----------------|----------------|----------------------------|------------|------------|-------------------|---------------|---|---------|---------------|---------------------|---------|--------|------|-------------------------------|-----------|---------------|
| EFFECTIVE JUNE 11, 2007 - AND EXPIRING APRIL 30TH, 2010 | | | | | | | | | | | | | | | | | | |
| LOCAL #5 LONDON | | | | EMPLOYEE DEDUCTIONS | | | | | EMPLOYER PAID BENEFITS/CONTRIBUTIONS | | | | | | | INDUSTRY CONTRIBUTIONS | | |
| Date | Classification | Hrly. Wage Rate | V.P. 10% Round | Local Dues | Local RRSP | BAC Deduct | Organizing Deduct | Training Fund | IPF Top-up | Pension | Local Pension | Local Training Fund | Welfare | Dental | SUB | Total Wage Pkg. | Emp. Fund | Training Fund |
| June 11, 2007 | T.T.M. | 33.06 | 3.31 | 0.60 | 1.60 | 0.29 | 0.25 | 0.15 | | 2.00 | | 0.10 | 1.05 | 0.86 | 0.35 | 40.73 | 0.41 | 0.15 |
| | B.M.O. | 32.12 | 3.21 | 0.60 | 1.60 | 0.29 | 0.25 | 0.15 | | 2.00 | | 0.10 | 1.05 | 0.86 | 0.35 | 39.69 | 0.41 | 0.15 |
| | T.F.M.O.H. | 31.59 | 3.16 | 0.60 | 1.60 | 0.29 | 0.25 | 0.15 | | 2.00 | | 0.10 | 1.05 | 0.86 | 0.35 | 39.11 | 0.41 | 0.15 |
| May 1st, 2008 | T.T.M. | 33.45 | 3.35 | 0.60 | 1.60 | 0.29 | 0.25 | 0.15 | 0.07 | 2.00 | | 0.10 | 1.10 | 0.86 | 0.35 | 41.28 | 0.41 | 0.15 |
| | B.M.O. | 32.51 | 3.25 | 0.60 | 1.60 | 0.29 | 0.25 | 0.15 | 0.07 | 2.00 | | 0.10 | 1.10 | 0.86 | 0.35 | 40.24 | 0.41 | 0.15 |
| | T.F.M.O.H. | 31.98 | 3.20 | 0.60 | 1.60 | 0.29 | 0.25 | 0.15 | 0.07 | 2.00 | | 0.10 | 1.10 | 0.86 | 0.35 | 39.66 | 0.41 | 0.15 |
| Nov. 1st, 2008 | T.T.M. | 33.95 | 3.40 | 0.60 | 1.60 | 0.29 | 0.25 | 0.15 | 0.07 | 2.00 | | 0.10 | 1.10 | 0.86 | 0.35 | 41.83 | 0.41 | 0.15 |
| | B.M.O. | 33.01 | 3.30 | 0.60 | 1.60 | 0.29 | 0.25 | 0.15 | 0.07 | 2.00 | | 0.10 | 1.10 | 0.86 | 0.35 | 40.79 | 0.41 | 0.15 |
| | T.F.M.O.H. | 32.48 | 3.25 | 0.60 | 1.60 | 0.29 | 0.25 | 0.15 | 0.07 | 2.00 | | 0.10 | 1.10 | 0.86 | 0.35 | 40.21 | 0.41 | 0.15 |
| May 1st, 2009 | T.T.M. | 34.49 | 3.45 | 0.60 | 1.60 | 0.29 | 0.25 | 0.15 | 0.13 | 2.00 | | 0.10 | 1.10 | 0.86 | 0.35 | 42.48 | 0.41 | 0.15 |
| | B.M.O. | 33.55 | 3.35 | 0.60 | 1.60 | 0.29 | 0.25 | 0.15 | 0.13 | 2.00 | | 0.10 | 1.10 | 0.86 | 0.35 | 41.44 | 0.41 | 0.15 |
| | T.F.M.O.H. | 33.02 | 3.30 | 0.60 | 1.60 | 0.29 | 0.25 | 0.15 | 0.13 | 2.00 | | 0.10 | 1.10 | 0.86 | 0.35 | 40.86 | 0.41 | 0.15 |
| Nov. 1st, 2009 | T.T.M. | 35.13 | 3.51 | 0.60 | 1.60 | 0.29 | 0.25 | 0.15 | 0.13 | 2.00 | | 0.10 | 1.10 | 0.86 | 0.35 | 43.18 | 0.41 | 0.15 |
| | B.M.O. | 34.18 | 3.42 | 0.60 | 1.60 | 0.29 | 0.25 | 0.15 | 0.13 | 2.00 | | 0.10 | 1.10 | 0.86 | 0.35 | 42.14 | 0.41 | 0.15 |
| | T.F.M.O.H. | 33.65 | 3.37 | 0.60 | 1.60 | 0.29 | 0.25 | 0.15 | 0.13 | 2.00 | | 0.10 | 1.10 | 0.86 | 0.35 | 41.56 | 0.41 | 0.15 |

■ Article 29 – (A) WAGES, BENEFITS-DEDUCTIONS AND CONTRIBUTIONS

| ONTARIO PROVINCIAL AGREEMENT-MARBLE, TILE, TERRAZZO, CEMENT MASONS, RESILIENT FLOOR LAYERS AND THEIR HELPERS | | | | | | | | | | | | | | | | | |
|--|-------|----------------|---------------|---------------------|----------------|------------|-----------------------------|-----------------------|---------------|------|---------------|---------|--------|-----|-----------------|------------------------|---------------|
| EFFECTIVE JUNE 11, 2007 - AND EXPIRING APRIL 30TH, 2010 | | | | | | | | | | | | | | | | | |
| LOCAL #6 WINDSOR | | | | EMPLOYEE DEDUCTIONS | | | | | | | | | | | | EMPLOYER CONTRIBUTIONS | |
| Date | Class | Hrly Wage Rate | V.P.10% Round | Local Dues | Local EBA Fund | BAC Deduct | OPC Ont. Const. Secretariat | Local Organizing Fund | Training Fund | RRSP | Local Pension | Welfare | Dental | SUB | Total Wage Pkg. | Emp. Fund | Training Fund |
| June 11, 2007 | | 30.20 | 3.02 | 0.62 | 0.26 | 0.00 | 0.01 | 0.20 | 0.15 | 1.00 | 4.25 | 2.50 | | | 40.97 | 0.41 | 0.15 |
| May 1st, 2008 | | 30.65 | 3.07 | 0.64 | 0.26 | 0.00 | 0.01 | 0.20 | 0.15 | 1.00 | 4.30 | 2.50 | | | 41.52 | 0.41 | 0.15 |
| Nov. 1st, 2008 | | 31.11 | 3.11 | 0.64 | 0.26 | 0.00 | 0.01 | 0.20 | 0.15 | 1.00 | 4.35 | 2.50 | | | 42.07 | 0.41 | 0.15 |
| May 1st, 2009 | | 31.56 | 3.16 | 0.65 | 0.26 | 0.00 | 0.01 | 0.20 | 0.15 | 1.00 | 4.50 | 2.50 | | | 42.72 | 0.41 | 0.15 |
| Nov. 1st, 2009 | | 32.02 | 3.20 | 0.66 | 0.26 | 0.00 | 0.01 | 0.20 | 0.15 | 1.00 | 4.70 | 2.50 | | | 43.42 | 0.41 | 0.15 |

| LOCAL #7 OTTAWA | | | | EMPLOYEE DEDUCTIONS | | | | | | EMPLOYER CONTRIBUTIONS | | | | | | | |
|-----------------|----------------|-----------------|----------------|---------------------|------------|------------|------------------------------|-----------------|---------------|------------------------|---------------|---------|--------|-----|-----------------|-----------|---------------|
| Date | Classification | Hrly. Wage Rate | V.P. 10% Round | Local EBA | Ind. Promo | BAC Deduct | OPC Ont. Constr. Secretariat | Local Org. Fund | Training Fund | I.U. Pension | Local Pension | Welfare | Dental | SUB | Total Wage Pkg. | Emp. Fund | Training Fund |
| June 11, 2007 | M.M. | 31.63 | 3.16 | 0.33 | 0.00 | 0.00 | 0.01 | 0.46 | 0.15 | 2.00 | 2.00 | 2.15 | | | 40.94 | 0.41 | 0.15 |
| | T.T.M. | 31.04 | 3.10 | 0.33 | 0.00 | 0.00 | 0.01 | 0.46 | 0.15 | 2.00 | 2.00 | 2.15 | | | 40.29 | 0.41 | 0.15 |
| May 1st, 2008 | M.M. | 31.63 | 3.16 | 0.33 | 0.00 | 0.00 | 0.01 | 0.46 | 0.15 | 2.00 | 2.55 | 2.15 | | | 41.49 | 0.41 | 0.15 |
| | T.T.M. | 31.04 | 3.10 | 0.33 | 0.00 | 0.00 | 0.01 | 0.46 | 0.15 | 2.00 | 2.55 | 2.15 | | | 40.84 | 0.41 | 0.15 |
| Nov. 1st, 2008 | M.M. | 31.63 | 3.16 | 0.33 | 0.00 | 0.00 | 0.01 | 0.46 | 0.15 | 2.00 | 3.10 | 2.15 | | | 42.04 | 0.41 | 0.15 |
| | T.T.M. | 31.04 | 3.10 | 0.33 | 0.00 | 0.00 | 0.01 | 0.46 | 0.15 | 2.00 | 3.10 | 2.15 | | | 41.39 | 0.41 | 0.15 |
| May 1st, 2009 | M.M. | 31.63 | 3.16 | 0.33 | 0.00 | 0.00 | 0.01 | 0.46 | 0.15 | 2.00 | 3.75 | 2.15 | | | 42.69 | 0.41 | 0.15 |
| | T.T.M. | 31.04 | 3.10 | 0.33 | 0.00 | 0.00 | 0.01 | 0.46 | 0.15 | 2.00 | 3.75 | 2.15 | | | 42.04 | 0.41 | 0.15 |
| Nov. 1st, 2009 | M.M. | 31.63 | 3.16 | 0.33 | 0.00 | 0.00 | 0.01 | 0.46 | 0.15 | 2.00 | 4.45 | 2.15 | | | 43.39 | 0.41 | 0.15 |
| | T.T.M. | 31.04 | 3.10 | 0.33 | 0.00 | 0.00 | 0.01 | 0.46 | 0.15 | 2.00 | 4.45 | 2.15 | | | 42.74 | 0.41 | 0.15 |

Article 29 – (A) WAGES, BENEFITS-DEDUCTIONS AND CONTRIBUTIONS

| ONTARIO PROVINCIAL AGREEMENT-MARBLE, TILE, TERRAZZO, CEMENT MASONS, RESILIENT FLOOR LAYERS AND THEIR HELPERS | | | | | | | | | | | | | | | | |
|--|----------------|-----------------|----------------|---------------------|------------|-----------------|---------------|------------|---------|---------------|---------|--------|-----|------------------------|-----------|---------------|
| EFFECTIVE JUNE 11, 2007 - AND EXPIRING APRIL 30TH, 2010 | | | | | | | | | | | | | | | | |
| LOCAL #10 KINGSTON | | | | EMPLOYEE DEDUCTIONS | | | | | | | | | | EMPLOYER CONTRIBUTIONS | | |
| Date | Classification | Hrly. Wage Rate | V.P. 10% Round | Local Dues | BAC Deduct | Organizing Fund | Training Fund | IPF Top-up | Pension | Local Pension | Welfare | Dental | SUB | Total Wage Pkg. | Emp. Fund | Training Fund |
| June 11, 2007 | M.M. | 31.58 | 3.16 | 0.11 | 0.29 | 0.25 | 0.15 | | 1.50 | 3.00 | 1.05 | | | 40.29 | 0.41 | 0.15 |
| | T.T.M. | 31.58 | 3.16 | 0.11 | 0.29 | 0.25 | 0.15 | | 1.50 | 3.00 | 1.05 | | | 40.29 | 0.41 | 0.15 |
| | C.M. | 31.58 | 3.16 | 0.11 | 0.29 | 0.25 | 0.15 | | 1.50 | 3.00 | 1.05 | | | 40.29 | 0.41 | 0.15 |
| May 1st, 2008 | M.M. | 31.45 | 3.14 | 0.16 | 0.29 | 0.25 | 0.15 | 0.15 | 1.50 | 3.50 | 1.10 | | | 40.84 | 0.41 | 0.15 |
| | T.T.M. | 31.45 | 3.14 | 0.16 | 0.29 | 0.25 | 0.15 | 0.15 | 1.50 | 3.50 | 1.10 | | | 40.84 | 0.41 | 0.15 |
| | C.M. | 31.45 | 3.14 | 0.16 | 0.29 | 0.25 | 0.15 | 0.15 | 1.50 | 3.50 | 1.10 | | | 40.84 | 0.41 | 0.15 |
| Nov. 1st, 2008 | M.M. | 31.95 | 3.19 | 0.16 | 0.29 | 0.25 | 0.15 | 0.15 | 1.50 | 3.50 | 1.10 | | | 41.39 | 0.41 | 0.15 |
| | T.T.M. | 31.95 | 3.19 | 0.16 | 0.29 | 0.25 | 0.15 | 0.15 | 1.50 | 3.50 | 1.10 | | | 41.39 | 0.41 | 0.15 |
| | C.M. | 31.95 | 3.19 | 0.16 | 0.29 | 0.25 | 0.15 | 0.15 | 1.50 | 3.50 | 1.10 | | | 41.39 | 0.41 | 0.15 |
| May 1st, 2009 | M.M. | 31.95 | 3.19 | 0.21 | 0.29 | 0.25 | 0.15 | 0.30 | 1.50 | 4.00 | 1.10 | | | 42.04 | 0.41 | 0.15 |
| | T.T.M. | 31.95 | 3.19 | 0.21 | 0.29 | 0.25 | 0.15 | 0.30 | 1.50 | 4.00 | 1.10 | | | 42.04 | 0.41 | 0.15 |
| | C.M. | 31.95 | 3.19 | 0.21 | 0.29 | 0.25 | 0.15 | 0.30 | 1.50 | 4.00 | 1.10 | | | 42.04 | 0.41 | 0.15 |
| Nov. 1st, 2009 | M.M. | 32.58 | 3.26 | 0.21 | 0.29 | 0.25 | 0.15 | 0.30 | 1.50 | 4.00 | 1.10 | | | 42.74 | 0.41 | 0.15 |
| | T.T.M. | 32.58 | 3.26 | 0.21 | 0.29 | 0.25 | 0.15 | 0.30 | 1.50 | 4.00 | 1.10 | | | 42.74 | 0.41 | 0.15 |
| | C.M. | 32.58 | 3.26 | 0.21 | 0.29 | 0.25 | 0.15 | 0.30 | 1.50 | 4.00 | 1.10 | | | 42.74 | 0.41 | 0.15 |

■ Article 29 – (A) WAGES, BENEFITS-DEDUCTIONS AND CONTRIBUTIONS

| ONTARIO PROVINCIAL AGREEMENT-MARBLE, TILE, TERRAZZO, CEMENT MASONS RESILIENT FLOOR LAYERS AND THEIR HELPERS | | | | | | | | | | | | | | | | |
|--|----------------|-----------------|----------------|----------------------------|------------|-----------------|---------------|------------|---------|--------------------|---------|--------|-----|-----------------|-------------------------------|---------------|
| EFFECTIVE JUNE 11, 2007 - AND EXPIRING APRIL 30TH, 2010 | | | | | | | | | | | | | | | | |
| LOCAL #12 KITCHENER | | | | EMPLOYEE DEDUCTIONS | | | | | | | | | | | EMPLOYER CONTRIBUTIONS | |
| Date | Classification | Hrly. Wage Rate | V.P. 10% Round | Local Dues | BAC Deduct | Organizing Fund | Training Fund | IPF Top-up | Pension | Local Pension RRSP | Welfare | Dental | SUB | Total Wage Pkg. | Emp. Fund | Training Fund |
| June 11, 2007 | M.M. | 31.47 | 3.15 | 0.47 | 0.29 | 0.25 | 0.15 | | 1.50 | 2.70 | 1.05 | 0.86 | | 40.73 | 0.41 | 0.15 |
| | T.T.M. | 31.47 | 3.15 | 0.47 | 0.29 | 0.25 | 0.15 | | 1.50 | 2.70 | 1.05 | 0.86 | | 40.73 | 0.41 | 0.15 |
| | R.F.M. | 31.47 | 3.15 | 0.47 | 0.29 | 0.25 | 0.15 | | 1.50 | 2.70 | 1.05 | 0.86 | | 40.73 | 0.41 | 0.15 |
| | B.M.O. | 29.99 | 3.00 | 0.47 | 0.29 | 0.25 | 0.15 | | 1.50 | 2.70 | 1.05 | 0.86 | | 39.10 | 0.41 | 0.15 |
| | F.M.O. | 29.79 | 2.98 | 0.47 | 0.29 | 0.25 | 0.15 | | 1.50 | 2.70 | 1.05 | 0.86 | | 38.88 | 0.41 | 0.15 |
| | H. | 29.50 | 2.95 | 0.47 | 0.29 | 0.25 | 0.15 | | 1.50 | 2.70 | 1.05 | 0.86 | | 38.56 | 0.41 | 0.15 |
| May 1st, 2008 | M.M. | 31.79 | 3.18 | 0.47 | 0.29 | 0.25 | 0.15 | 0.15 | 1.50 | 2.70 | 1.10 | 0.86 | | 41.28 | 0.41 | 0.15 |
| | T.T.M. | 31.79 | 3.18 | 0.47 | 0.29 | 0.25 | 0.15 | 0.15 | 1.50 | 2.70 | 1.10 | 0.86 | | 41.28 | 0.41 | 0.15 |
| | R.F.M. | 31.79 | 3.18 | 0.47 | 0.29 | 0.25 | 0.15 | 0.15 | 1.50 | 2.70 | 1.10 | 0.86 | | 41.28 | 0.41 | 0.15 |
| | B.M.O. | 30.31 | 3.03 | 0.47 | 0.29 | 0.25 | 0.15 | 0.15 | 1.50 | 2.70 | 1.10 | 0.86 | | 39.65 | 0.41 | 0.15 |
| | F.M.O. | 30.11 | 3.01 | 0.47 | 0.29 | 0.25 | 0.15 | 0.15 | 1.50 | 2.70 | 1.10 | 0.86 | | 39.43 | 0.41 | 0.15 |
| | H. | 29.82 | 2.98 | 0.47 | 0.29 | 0.25 | 0.15 | 0.15 | 1.50 | 2.70 | 1.10 | 0.86 | | 39.11 | 0.41 | 0.15 |
| Nov. 1st, 2008 | M.M. | 31.79 | 3.18 | 0.47 | 0.29 | 0.25 | 0.15 | 0.15 | 1.50 | 3.25 | 1.10 | 0.86 | | 41.83 | 0.41 | 0.15 |
| | T.T.M. | 31.79 | 3.18 | 0.47 | 0.29 | 0.25 | 0.15 | 0.15 | 1.50 | 3.25 | 1.10 | 0.86 | | 41.83 | 0.41 | 0.15 |
| | R.F.M. | 31.79 | 3.18 | 0.47 | 0.29 | 0.25 | 0.15 | 0.15 | 1.50 | 3.25 | 1.10 | 0.86 | | 41.83 | 0.41 | 0.15 |
| | B.M.O. | 30.31 | 3.03 | 0.47 | 0.29 | 0.25 | 0.15 | 0.15 | 1.50 | 3.25 | 1.10 | 0.86 | | 40.20 | 0.41 | 0.15 |
| | F.M.O. | 30.11 | 3.01 | 0.47 | 0.29 | 0.25 | 0.15 | 0.15 | 1.50 | 3.25 | 1.10 | 0.86 | | 39.98 | 0.41 | 0.15 |
| | H. | 29.82 | 2.98 | 0.47 | 0.29 | 0.25 | 0.15 | 0.15 | 1.50 | 3.25 | 1.10 | 0.86 | | 39.66 | 0.41 | 0.15 |
| May 1st, 2009 | M.M. | 31.65 | 3.17 | 0.47 | 0.29 | 0.25 | 0.15 | 0.30 | 2.15 | 3.25 | 1.10 | 0.86 | | 42.48 | 0.41 | 0.15 |
| | T.T.M. | 31.65 | 3.17 | 0.47 | 0.29 | 0.25 | 0.15 | 0.30 | 2.15 | 3.25 | 1.10 | 0.86 | | 42.48 | 0.41 | 0.15 |
| | R.F.M. | 31.65 | 3.17 | 0.47 | 0.29 | 0.25 | 0.15 | 0.30 | 2.15 | 3.25 | 1.10 | 0.86 | | 42.48 | 0.41 | 0.15 |
| | B.M.O. | 30.17 | 3.02 | 0.47 | 0.29 | 0.25 | 0.15 | 0.30 | 2.15 | 3.25 | 1.10 | 0.86 | | 40.85 | 0.41 | 0.15 |
| | F.M.O. | 29.97 | 3.00 | 0.47 | 0.29 | 0.25 | 0.15 | 0.30 | 2.15 | 3.25 | 1.10 | 0.86 | | 40.63 | 0.41 | 0.15 |
| | H. | 29.68 | 2.97 | 0.47 | 0.29 | 0.25 | 0.15 | 0.30 | 2.15 | 3.25 | 1.10 | 0.86 | | 40.31 | 0.41 | 0.15 |
| Nov. 1st, 2009 | M.M. | 31.65 | 3.17 | 0.47 | 0.29 | 0.25 | 0.15 | 0.30 | 2.15 | 3.95 | 1.10 | 0.86 | | 43.18 | 0.41 | 0.15 |
| | T.T.M. | 31.65 | 3.17 | 0.47 | 0.29 | 0.25 | 0.15 | 0.30 | 2.15 | 3.95 | 1.10 | 0.86 | | 43.18 | 0.41 | 0.15 |
| | R.F.M. | 31.65 | 3.17 | 0.47 | 0.29 | 0.25 | 0.15 | 0.30 | 2.15 | 3.95 | 1.10 | 0.86 | | 43.18 | 0.41 | 0.15 |
| | B.M.O. | 30.17 | 3.02 | 0.47 | 0.29 | 0.25 | 0.15 | 0.30 | 2.15 | 3.95 | 1.10 | 0.86 | | 41.55 | 0.41 | 0.15 |
| | F.M.O. | 29.97 | 3.00 | 0.47 | 0.29 | 0.25 | 0.15 | 0.30 | 2.15 | 3.95 | 1.10 | 0.86 | | 41.33 | 0.41 | 0.15 |
| | H. | 29.68 | 2.97 | 0.47 | 0.29 | 0.25 | 0.15 | 0.30 | 2.15 | 3.95 | 1.10 | 0.86 | | 41.01 | 0.41 | 0.15 |

■ Article 29 – (A) WAGES, BENEFITS-DEDUCTIONS AND CONTRIBUTIONS

| ONTARIO PROVINCIAL AGREEMENT-MARBLE, TILE, TERRAZZO, CEMENT MASONS, RESILIENT FLOOR LAYERS AND THEIR HELPERS | | | | | | | | | | | | | | | | |
|--|----------------|-----------------|----------------|---------------------|------------|-----------------|---------------|------------|---------|---------------|---------|--------|-----|------------------------|-----------|---------------|
| EFFECTIVE JUNE 11, 2007 AND EXPIRING APRIL 30TH, 2010 | | | | | | | | | | | | | | | | |
| LOCAL #23 SARNIA | | | | EMPLOYEE DEDUCTIONS | | | | | | | | | | EMPLOYER CONTRIBUTIONS | | |
| Date | Classification | Hrly. Wage Rate | V.P. 10% Round | Local Dues | BAC Deduct | Organizing Fund | Training Fund | IPF top-up | Pension | Local Pension | Welfare | Dental | SUB | Total Wage Pkg. | Emp. Fund | Training Fund |
| June 11, 2007 | M.M. | 33.01 | 3.30 | 0.61 | 0.29 | 0.25 | 0.15 | | 2.75 | | 1.05 | 0.86 | | 40.97 | 0.41 | 0.15 |
| | T.T.M. | 33.01 | 3.30 | 0.61 | 0.29 | 0.25 | 0.15 | | 2.75 | | 1.05 | 0.86 | | 40.97 | 0.41 | 0.15 |
| | B.M.O. | 32.05 | 3.20 | 0.61 | 0.29 | 0.25 | 0.15 | | 2.75 | | 1.05 | 0.86 | | 39.91 | 0.41 | 0.15 |
| | F.M.O. | 32.05 | 3.20 | 0.61 | 0.29 | 0.25 | 0.15 | | 2.75 | | 1.05 | 0.86 | | 39.91 | 0.41 | 0.15 |
| | H. | 31.59 | 3.16 | 0.61 | 0.29 | 0.25 | 0.15 | | 2.75 | | 1.05 | 0.86 | | 39.41 | 0.41 | 0.15 |
| May 1st, 2008 | M.M. | 33.33 | 3.33 | 0.61 | 0.29 | 0.25 | 0.15 | 0.15 | 2.75 | | 1.10 | 0.86 | | 41.52 | 0.41 | 0.15 |
| | T.T.M. | 33.33 | 3.33 | 0.61 | 0.29 | 0.25 | 0.15 | 0.15 | 2.75 | | 1.10 | 0.86 | | 41.52 | 0.41 | 0.15 |
| | B.M.O. | 32.36 | 3.24 | 0.61 | 0.29 | 0.25 | 0.15 | 0.15 | 2.75 | | 1.10 | 0.86 | | 40.46 | 0.41 | 0.15 |
| | F.M.O. | 32.36 | 3.24 | 0.61 | 0.29 | 0.25 | 0.15 | 0.15 | 2.75 | | 1.10 | 0.86 | | 40.46 | 0.41 | 0.15 |
| | H. | 31.91 | 3.19 | 0.61 | 0.29 | 0.25 | 0.15 | 0.15 | 2.75 | | 1.10 | 0.86 | | 39.96 | 0.41 | 0.15 |
| Nov. 1st, 2008 | M.M. | 33.83 | 3.38 | 0.61 | 0.29 | 0.25 | 0.15 | 0.15 | 2.75 | | 1.10 | 0.86 | | 42.07 | 0.41 | 0.15 |
| | T.T.M. | 33.83 | 3.38 | 0.61 | 0.29 | 0.25 | 0.15 | 0.15 | 2.75 | | 1.10 | 0.86 | | 42.07 | 0.41 | 0.15 |
| | B.M.O. | 32.86 | 3.29 | 0.61 | 0.29 | 0.25 | 0.15 | 0.15 | 2.75 | | 1.10 | 0.86 | | 41.01 | 0.41 | 0.15 |
| | F.M.O. | 32.86 | 3.29 | 0.61 | 0.29 | 0.25 | 0.15 | 0.15 | 2.75 | | 1.10 | 0.86 | | 41.01 | 0.41 | 0.15 |
| | H. | 32.41 | 3.24 | 0.61 | 0.29 | 0.25 | 0.15 | 0.15 | 2.75 | | 1.10 | 0.86 | | 40.51 | 0.41 | 0.15 |
| May 1st, 2009 | M.M. | 34.28 | 3.43 | 0.61 | 0.29 | 0.25 | 0.15 | 0.30 | 2.75 | | 1.10 | 0.86 | | 42.72 | 0.41 | 0.15 |
| | T.T.M. | 34.28 | 3.43 | 0.61 | 0.29 | 0.25 | 0.15 | 0.30 | 2.75 | | 1.10 | 0.86 | | 42.72 | 0.41 | 0.15 |
| | B.M.O. | 33.32 | 3.33 | 0.61 | 0.29 | 0.25 | 0.15 | 0.30 | 2.75 | | 1.10 | 0.86 | | 41.66 | 0.41 | 0.15 |
| | F.M.O. | 33.32 | 3.33 | 0.61 | 0.29 | 0.25 | 0.15 | 0.30 | 2.75 | | 1.10 | 0.86 | | 41.66 | 0.41 | 0.15 |
| | H. | 32.86 | 3.29 | 0.61 | 0.29 | 0.25 | 0.15 | 0.30 | 2.75 | | 1.10 | 0.86 | | 41.16 | 0.41 | 0.15 |
| Nov. 1st, 2009 | M.M. | 34.92 | 3.49 | 0.61 | 0.29 | 0.25 | 0.15 | 0.30 | 2.75 | | 1.10 | 0.86 | | 43.42 | 0.41 | 0.15 |
| | T.T.M. | 34.92 | 3.49 | 0.61 | 0.29 | 0.25 | 0.15 | 0.30 | 2.75 | | 1.10 | 0.86 | | 43.42 | 0.41 | 0.15 |
| | B.M.O. | 33.95 | 3.40 | 0.61 | 0.29 | 0.25 | 0.15 | 0.30 | 2.75 | | 1.10 | 0.86 | | 42.36 | 0.41 | 0.15 |
| | F.M.O. | 33.95 | 3.40 | 0.61 | 0.29 | 0.25 | 0.15 | 0.30 | 2.75 | | 1.10 | 0.86 | | 42.36 | 0.41 | 0.15 |
| | H. | 33.50 | 3.35 | 0.61 | 0.29 | 0.25 | 0.15 | 0.30 | 2.75 | | 1.10 | 0.86 | | 41.86 | 0.41 | 0.15 |

■ Article 29 – (A) WAGES, BENEFITS-DEDUCTIONS AND CONTRIBUTIONS

| ONTARIO PROVINCIAL AGREEMENT-MARBLE, TILE, TERRAZZO, CEMENT MASONS, RESILIENT FLOOR LAYERS AND THEIR HELPERS | | | | | | | | | | | | | | | | |
|---|----------------|-----------------|----------------|----------------------------|------------|-----------------|---------------|------------|---------|---------------|---------|--------|-----|-------------------------------|-----------|---------------|
| EFFECTIVE JUNE 11, 2007 AND EXPIRING APRIL 30TH, 2010 | | | | | | | | | | | | | | | | |
| LOCAL #28 SUDBURY | | | | EMPLOYEE DEDUCTIONS | | | | | | | | | | EMPLOYER CONTRIBUTIONS | | |
| Date | Classification | Hrly. Wage Rate | V.P. 10% Round | Local Dues | BAC Deduct | Local Org. Fund | Training Fund | IPF Top-up | Pension | Local Pension | Welfare | Dental | SUB | Total Wage Pkg. | Emp. Fund | Training Fund |
| June 11, 2007 | T.T.M. | 29.59 | 2.95 | 0.60 | 0.29 | 0.25 | 0.15 | | 5.40 | 0.00 | 2.35 | | | 40.29 | 0.41 | 0.15 |
| | C.M. | 29.59 | 2.95 | 0.60 | 0.29 | 0.25 | 0.15 | | 5.40 | 0.00 | 2.35 | | | 40.29 | 0.41 | 0.15 |
| | B.M.O. | 28.60 | 2.86 | 0.60 | 0.29 | 0.25 | 0.15 | | 5.40 | 0.00 | 2.35 | | | 39.21 | 0.41 | 0.15 |
| | F.M.O. | 28.41 | 2.84 | 0.60 | 0.29 | 0.25 | 0.15 | | 5.40 | 0.00 | 2.35 | | | 39.00 | 0.41 | 0.15 |
| May 1st, 2008 | T.T.M. | 29.90 | 2.99 | 0.60 | 0.29 | 0.25 | 0.15 | 0.10 | 5.40 | 0.00 | 2.45 | | | 40.84 | 0.41 | 0.15 |
| | C.M. | 29.90 | 2.99 | 0.60 | 0.29 | 0.25 | 0.15 | 0.10 | 5.40 | 0.00 | 2.45 | | | 40.84 | 0.41 | 0.15 |
| | B.M.O. | 28.92 | 2.89 | 0.60 | 0.29 | 0.25 | 0.15 | 0.10 | 5.40 | 0.00 | 2.45 | | | 39.76 | 0.41 | 0.15 |
| | F.M.O. | 28.73 | 2.87 | 0.60 | 0.29 | 0.25 | 0.15 | 0.10 | 5.40 | 0.00 | 2.45 | | | 39.55 | 0.41 | 0.15 |
| Nov. 1st, 2008 | T.T.M. | 30.40 | 3.04 | 0.60 | 0.29 | 0.25 | 0.15 | 0.10 | 5.40 | 0.00 | 2.45 | | | 41.39 | 0.41 | 0.15 |
| | C.M. | 30.40 | 3.04 | 0.60 | 0.29 | 0.25 | 0.15 | 0.10 | 5.40 | 0.00 | 2.45 | | | 41.39 | 0.41 | 0.15 |
| | B.M.O. | 29.42 | 2.94 | 0.60 | 0.29 | 0.25 | 0.15 | 0.10 | 5.40 | 0.00 | 2.45 | | | 40.31 | 0.41 | 0.15 |
| | F.M.O. | 29.23 | 2.92 | 0.60 | 0.29 | 0.25 | 0.15 | 0.10 | 5.40 | 0.00 | 2.45 | | | 40.10 | 0.41 | 0.15 |
| May 1st, 2009 | T.T.M. | 30.81 | 3.08 | 0.60 | 0.29 | 0.25 | 0.15 | 0.20 | 5.40 | 0.00 | 2.55 | | | 42.04 | 0.41 | 0.15 |
| | C.M. | 30.81 | 3.08 | 0.60 | 0.29 | 0.25 | 0.15 | 0.20 | 5.40 | 0.00 | 2.55 | | | 42.04 | 0.41 | 0.15 |
| | B.M.O. | 29.83 | 2.98 | 0.60 | 0.29 | 0.25 | 0.15 | 0.20 | 5.40 | 0.00 | 2.55 | | | 40.96 | 0.41 | 0.15 |
| | F.M.O. | 29.64 | 2.96 | 0.60 | 0.29 | 0.25 | 0.15 | 0.20 | 5.40 | 0.00 | 2.55 | | | 40.75 | 0.41 | 0.15 |
| Nov. 1st, 2009 | T.T.M. | 31.45 | 3.14 | 0.60 | 0.29 | 0.25 | 0.15 | 0.20 | 5.40 | 0.00 | 2.55 | | | 42.74 | 0.41 | 0.15 |
| | C.M. | 31.45 | 3.14 | 0.60 | 0.29 | 0.25 | 0.15 | 0.20 | 5.40 | 0.00 | 2.55 | | | 42.74 | 0.41 | 0.15 |
| | B.M.O. | 30.46 | 3.05 | 0.60 | 0.29 | 0.25 | 0.15 | 0.20 | 5.40 | 0.00 | 2.55 | | | 41.66 | 0.41 | 0.15 |
| | F.M.O. | 30.27 | 3.03 | 0.60 | 0.29 | 0.25 | 0.15 | 0.20 | 5.40 | 0.00 | 2.55 | | | 41.45 | 0.41 | 0.15 |

Article 29 – (A) WAGES, BENEFITS-DEDUCTIONS AND CONTRIBUTIONS

ONTARIO PROVINCIAL AGREEMENT-MARBLE, TILE, TERRAZZO, CEMENT MASONS, RESILIENT FLOOR LAYERS AND THEIR HELPERS
EFFECTIVE JUNE 11, 2007 AND EXPIRING APRIL 30TH, 2010

| LOCAL #31 TORONTO | | | | | | | | | | EMPLOYEE DEDUCTIONS | | | | | EMPLOYER CONTRIBUTIONS | | | | |
|-------------------|----------------|-----------------|----------------|------------|------------|-----------------|---------------|------------|---------|---------------------|---------|--------|-----|-----------------|------------------------|---------------|--|--|--|
| Date | Classification | Hrly. Wage Rate | V.P. 10% Round | Local Dues | BAC Deduct | Organizing Fund | Training Fund | IPF top-up | Pension | Local Pension | Welfare | Dental | SUB | Total Wage Pkg. | Emp. Fund | Training Fund | | | |
| June 11, 2007 | M.M. | 32.47 | 3.25 | 0.61 | 0.29 | 0.25 | 0.15 | | 0.25 | 4.00 | 0.88 | 1.11 | | 41.96 | 0.41 | 0.15 | | | |
| | T.T.M. | 32.31 | 3.23 | 0.61 | 0.29 | 0.25 | 0.15 | | 0.25 | 4.00 | 0.88 | 1.11 | | 41.78 | 0.41 | 0.15 | | | |
| | B.M.O. | 31.24 | 3.12 | 0.61 | 0.29 | 0.25 | 0.15 | | 0.25 | 4.00 | 0.88 | 1.11 | | 40.60 | 0.41 | 0.15 | | | |
| | T.H. | 30.99 | 3.10 | 0.61 | 0.29 | 0.25 | 0.15 | | 0.25 | 4.00 | 0.88 | 1.11 | | 40.33 | 0.41 | 0.15 | | | |
| May 1st, 2008 | M.T.H. | 30.91 | 3.09 | 0.61 | 0.29 | 0.25 | 0.15 | | 0.25 | 4.00 | 0.88 | 1.11 | | 40.24 | 0.41 | 0.15 | | | |
| | M.M. | 32.93 | 3.29 | 0.61 | 0.29 | 0.25 | 0.15 | 0.05 | 0.25 | 4.00 | 0.88 | 1.11 | | 42.51 | 0.41 | 0.15 | | | |
| | T.T.M. | 32.76 | 3.28 | 0.61 | 0.29 | 0.25 | 0.15 | 0.05 | 0.25 | 4.00 | 0.88 | 1.11 | | 42.33 | 0.41 | 0.15 | | | |
| | B.M.O. | 31.69 | 3.17 | 0.61 | 0.29 | 0.25 | 0.15 | 0.05 | 0.25 | 4.00 | 0.88 | 1.11 | | 41.15 | 0.41 | 0.15 | | | |
| Nov 1st, 2008 | T.H. | 31.45 | 3.15 | 0.61 | 0.29 | 0.25 | 0.15 | 0.05 | 0.25 | 4.00 | 0.88 | 1.11 | | 40.88 | 0.41 | 0.15 | | | |
| | M.T.H. | 31.36 | 3.14 | 0.61 | 0.29 | 0.25 | 0.15 | 0.05 | 0.25 | 4.00 | 0.88 | 1.11 | | 40.79 | 0.41 | 0.15 | | | |
| | M.M. | 33.43 | 3.34 | 0.61 | 0.29 | 0.25 | 0.15 | 0.05 | 0.25 | 4.00 | 0.88 | 1.11 | | 43.06 | 0.41 | 0.15 | | | |
| | T.T.M. | 33.26 | 3.33 | 0.61 | 0.29 | 0.25 | 0.15 | 0.05 | 0.25 | 4.00 | 0.88 | 1.11 | | 42.88 | 0.41 | 0.15 | | | |
| May 1st, 2009 | B.M.O. | 32.19 | 3.22 | 0.61 | 0.29 | 0.25 | 0.15 | 0.05 | 0.25 | 4.00 | 0.88 | 1.11 | | 41.70 | 0.41 | 0.15 | | | |
| | T.H. | 31.95 | 3.20 | 0.61 | 0.29 | 0.25 | 0.15 | 0.05 | 0.25 | 4.00 | 0.88 | 1.11 | | 41.43 | 0.41 | 0.15 | | | |
| | M.T.H. | 31.86 | 3.19 | 0.61 | 0.29 | 0.25 | 0.15 | 0.05 | 0.25 | 4.00 | 0.88 | 1.11 | | 41.34 | 0.41 | 0.15 | | | |
| | M.M. | 34.02 | 3.40 | 0.61 | 0.29 | 0.25 | 0.15 | 0.05 | 0.25 | 4.00 | 0.88 | 1.11 | | 43.71 | 0.41 | 0.15 | | | |
| Nov 1st, 2009 | T.T.M. | 33.85 | 3.39 | 0.61 | 0.29 | 0.25 | 0.15 | 0.05 | 0.25 | 4.00 | 0.88 | 1.11 | | 43.53 | 0.41 | 0.15 | | | |
| | B.M.O. | 32.78 | 3.28 | 0.61 | 0.29 | 0.25 | 0.15 | 0.05 | 0.25 | 4.00 | 0.88 | 1.11 | | 42.35 | 0.41 | 0.15 | | | |
| | T.H. | 32.54 | 3.25 | 0.61 | 0.29 | 0.25 | 0.15 | 0.05 | 0.25 | 4.00 | 0.88 | 1.11 | | 42.08 | 0.41 | 0.15 | | | |
| | M.T.H. | 32.45 | 3.25 | 0.61 | 0.29 | 0.25 | 0.15 | 0.05 | 0.25 | 4.00 | 0.88 | 1.11 | | 41.99 | 0.41 | 0.15 | | | |
| Nov 1st, 2009 | M.M. | 34.65 | 3.47 | 0.61 | 0.29 | 0.25 | 0.15 | 0.05 | 0.25 | 4.00 | 0.88 | 1.11 | | 44.41 | 0.41 | 0.15 | | | |
| | T.T.M. | 34.49 | 3.45 | 0.61 | 0.29 | 0.25 | 0.15 | 0.05 | 0.25 | 4.00 | 0.88 | 1.11 | | 44.23 | 0.41 | 0.15 | | | |
| | B.M.O. | 33.42 | 3.34 | 0.61 | 0.29 | 0.25 | 0.15 | 0.05 | 0.25 | 4.00 | 0.88 | 1.11 | | 43.05 | 0.41 | 0.15 | | | |
| | T.H. | 33.17 | 3.32 | 0.61 | 0.29 | 0.25 | 0.15 | 0.05 | 0.25 | 4.00 | 0.88 | 1.11 | | 42.78 | 0.41 | 0.15 | | | |
| | M.T.H. | 33.09 | 3.31 | 0.61 | 0.29 | 0.25 | 0.15 | 0.05 | 0.25 | 4.00 | 0.88 | 1.11 | | 42.69 | 0.41 | 0.15 | | | |

■ ARTICLE 29 – (B) STACKWORK AND SILOS

For work on a stack and silos requiring a cement mason to work on a scaffold twenty-five (25') feet or more above the working platform, there shall be a premium of fifty cents (50¢) per paid hour above the basic rate starting at the twenty-five (25') foot level.

■ ARTICLE 29 – (C) HEIGHT PREMIUM

Workers required to work at heights of fifty feet (50') and above will be paid an additional two dollars (\$2.00) over the regular hourly rate (scaffolding, swing stages, mechanical lifts, etc.) This applies to all indoor and outdoor installations.

■ ARTICLE 30 PENSION FUND

- (a) The Employers agree to forward to the CMPT administrator employer contributions at the hourly rate set out in Article 29 to the CMPT for each person performing work under this collective agreement by the fifteenth (15th) of the month following the month in which contributions are earned and in accordance with Article 16, and to abide by the Agreement and Declaration of Trust of the Canadian Bricklayer and Allied Craft Unions Members Pension Trust (CMPT) Canada Customs and Revenue Agency Registration Number T/F 1063478 and by the decisions of the Board of Trustees established there under.
- (b) The BACU may establish a new trust fund to be administered by the BACU only to compensate those members who are retired but not members of the CMPT for any loss which may result from the wind up or transfer of IPF Canada. The amount of the check-off shall be determined by an actuary and by the level of Local Union benefits from IPF-Canada.
- (c) Local 6- Local Pension contributions for Local 6 members shall be forwarded to the Local6 Pension Trust Fund

■ **ARTICLE31**
BILL 69

In consideration of the mutually arrived at terms and conditions, including the job targeting provisions, of this collective agreement, the Guild agrees and acknowledges that the parties have specifically addressed the competitiveness of this collective agreement and in particular with respect to wages, including overtime pay and shift differentials, restrictions on hiring or selecting any employees, accommodation and travel allowances, requirements respecting the ratio of apprentices to journeypersons employed by an employer and hours of work and work schedules. The Guild confirms that this collective agreement does not render any employers who are bound by it at a competitive disadvantage with respect to any kind of work, market or location to which this agreement is applicable and confirms that it would be patently unreasonable to remove any purported competitive disadvantage by amending this collective agreement in any way unless there is consent to amendments by both parties.

Dated at Toronto this 11th day of June, 2007.

**The Terrazzo, Tile & Marble
Guild of Ontario Inc. as the
Administrative Representative
for Individual Employers
listed in Appendix A**

**The Brick and Allied
Craft Union of Canada
and its Locals 4, 5, 10, 12,
23, 28 and 31**

R. Sanelli

K. Wilson

Signed on behalf of the Terrazzo Tile & Marble Guild of Ontario Inc., their member contractors.

M. Merker

M. Pestrin

R. Sanelli

D. Centis

R. Giacomo

S. Toffolo

F. Rossi (Alternate)

Signed on behalf of the BACU.

K. Wilson

L. Scodellaro

F. Rocca

■ APPENDIX A
LIST OF INDIVIDUAL EMPLOYERS WHO ARE
SIGNATORY TO THIS AGREEMENT THROUGH
THEIR ADMINISTRATIVE REPRESENTATIVE
THE TERRAZZO, TILE & MARBLE GUILD
OF ONTARIO, INC.

| | |
|--|----------|
| Ashby Contracting Ltd. | Toronto |
| A.T.M. Tile Inc. | Toronto |
| The Belluz Group Ltd. | Hamilton |
| Bernardo Group Limited | London |
| 1023853 Ontario Ltd. operating
as Bertoia Tiles | Hamilton |
| Calligaro Tile Co. Ltd. | Toronto |
| Carrier Mausoleum
Construction Inc. | Dorval |
| Castlewall Marble and Tile Inc. | Toronto |
| Centis Tile and Terrazzo Inc. | Sudbury |
| Centa Construction Ltd. | Toronto |
| 1211268 Ontario Ltd. operating as
Central Terrazzo and Tile Co. | Sudbury |
| 8851213 Ontario Ltd. operating as
Classic Marble Granite and Tile | London |
| DC Granite and Marble Inc. | Toronto |

APPENDIX A — List of Individual Employers ... (continued)

| | |
|--|------------|
| Delso Contracting and Enterprises Inc. | Toronto |
| East Tile Inc. | Hamilton |
| Eastern Ontario Terrazzo and Tile Co. Ltd. | Kinaston |
| Empire Tile and Marble Ltd. | Toronto |
| Folino Cement and Tile Co. Ltd. | Sudbury |
| GEM Campbell Terrazzo and Tile Inc. | Toronto |
| GM Tile Ltd. | Woodbridge |
| Green Land Construction Co. | Toronto |
| Guest Tile Inc. | Toronto |
| Heritage Tiling Inc. | Toronto |
| I & S Custom Flooring Inc. | Dundas |
| Jadcon Flooring Ltd. | Toronto |
| Lilac Flooring Contractors Inc. | Toronto |
| Maple Terrazzo, Marble and Tile Inc. | Toronto |

APPENDIX A — List of Individual Employers... (continued)

| | |
|---|------------|
| Moscone Marble & Granite | Woodbridge |
| North-tech Ceramic Tile | North Bay |
| North Wood Carpet & Tile Company Ltd. | Toronto |
| Premier Contractors Ltd. | Toronto |
| Richmond Tile Ltd. | Toronto |
| 1460767 Ontario Inc. operating as Rock Solid Marble and Granite | Toronto |
| Spada Tile Inc. | Kingston |
| Star Tile Centre Ltd. | Fonthill |
| Tadek Ceramic Tile | Toronto |
| Terrazzo Mosaic and Tile Co. Ltd. | Toronto |
| Tosca Tile Ltd. | Kitchener |
| Village Marble & Tile Inc. | Toronto |
| York Marble Tile & Terrazzo Inc. | Toronto |

■ APPENDIX B TERRITORIAL JURISDICTION OF THE LOCAL UNIONS

Local 1 – HAMILTON - BRICKLAYERS AND MASONS

The County of **Wentworth**, the County of **Halton**, except that portion East of Sixteen Mile Creek, from Lakeshore to Queen Elizabeth Highway, and that Portion East of Sixth Line North from Queen Elizabeth Highway. Townships of North and South Grimsby, **Caistor** in the County of **Lincoln**, County of **Haldimand**, except Townships of **Moulton** and **Dunn**.

Local 2 – TORONTO - BRICKLAYERS AND MASONS

Zone 1 - The area bounded by the East Boundary of Highway 27 on the West, the South Boundary of Steeles Ave. on the North, and the West Boundary of Kennedy Road on the East.

Zone 2 - The Jurisdictional Area outside of Zone 1.

Zone 2 shall be extended North to include the Town of Newmarket, and an area bounded on the East by the Westerly limits of Don Mills Road. On the North by the Southerly limits of the First Concession Road, running East and West, North of Newmarket. On the West by the Easterly limits of the First Concession Road, running North and South, West of Yonge Street.

County of **Halton** - All territory lying East of the Sixteen Mile Creek from Lakeshore to Queen Elizabeth Highway also all territory lying East of the Sixth Line North from Queen Elizabeth Highway.

County of **Peel**. County of **York**. County of **Ontario** - Townships of **Pickering**, Village of **Pickering** and the Town of **Ajax**.

Local 2 – BARRIE - BRICKLAYERS. MASONS AND PLASTERERS

Townships of **Nottawasaga**, **Sunnidale**, **Flos**, **Vespra**, **Tosorontio**, **Essa**, **Innisfil**, **Adjala**, **Tecumseth**, **West Gwillimbury** in the County of **Simcoe** and the Township of **Mulmur** in the County of **Dufferin** and the Township of **Oro**, **Orillia**, **Gravenhurst**, **Bracebridge**,

Huntsville, Burks Falls, Parry Sound, Beaverton and surrounding territories the Township of Tiny and Tay in the County of Simcoe.

**Local 4 – ST. CATHARINES - BRICKLAYERS, MASONS,
PLASTERERS CEMENT MASONS, TILE AND
TERRAZZO AND HELPERS**

Townships Grantham, Louth, Clinton, Gainsborough in the County of Lincoln.

All territory lying North of No. 20 Highway in the Townships of Pelham and Thorold in the County of Welland.

Township Niagara in the County of Lincoln. Townships Stamford, Willoughby, Bertie in the County of Welland.

Townships Humberstone, Wainfleet, Crowland and all territory lying South of Highway No. 20 in Pelham and Thorold in the County of Welland.

County of Welland.

Townships Moulton and Dunn in Haldimand County.

**Local 5 – LONDON - BRICKLAYERS, MASONS, MARBLE, TILE
AND TERRAZZO**

The area covered by this Agreement is County of Middlesex, Elgin and all territory in Oxford County lying West of Highway 59 including the City of Woodstock, Townships Colborne, Goderich, Stanley, Hay, Stephen, Osborne, Tucker-Smith, McKillop, Hullet, in the County of Huron, Townships Logan, Ellice, North Easthope, South Easthope, Downie, Fullarton, Hubert, Blanshard, in the County of Perth.

**Local 6 – WINDSOR- BRICKLAYERS, MASONS, MARBLE, TILE
AND TERRAZZO**

Counties of Essex and Kent.

**Local 7 – OTTAWA - BRICKLAYERS, MASONS, MARBLE, TILE
AND TERRAZZO**

The Counties of Carleton, Prescott and Russell, the County of Lanark and surrounding Townships as follows: North and South Crosby, Bastard, Kitley, Burgess, Elmsley in the County of Leeds,

Wolford and Oxford. The County of Grenville, save and except the Township of Augusta, The Counties of Stormont, Dundas, Glengarry and Renfrew.

**Local 10 – KINGSTON- BRICKLAYERS, MASONS, PLASTERERS
MARBLE, TILE, TERRAZZO AND CEMENT MASONS**

The Counties of Lennox and Addington, except the Township of Richmond, the County of Frontenac, the Township of Leeds in the County of Leeds, the Township of Front of Escott, Front of Yonge and Elizabethtown in the County of Leeds and the Township of Augusta in the County of Grenville. The City of Peterborough and the Town of Lindsay and the Counties in which the said City and Town are situated. The Township of Cavan and Hope in Durham County and the County of Haliburton and the Townships of Alnwick, Hamilton, Haldimand in the County of Northumberland. The Counties of Stormont, Dundas and Glengarry and the Township of Edwardsburgh in the County of Grenville.

**Local 12 – KITCHENER - BRICKLAYERS, MASONS, PLASTERERS
TILE, TERRAZZO AND HELPERS**

The County of Waterloo and the Townships of Elma, Mornington, Wallace in the County of Perth, Townships of Ashfield, East Wawanosh, West Wawanosh, Morris, Grey, Turnberry, Howlock in the County of Huron. The Counties of Grey, Bruce, Dufferin and Wellington. The County of Norfolk, the County of Brant and all territories of Oxford County lying East of Highway 59. For plastering only, the area is extended to include the County of Wellington and Dufferin

**Local 20 – OSHAWA - BRICKLAYERS, MASONS, PLASTERERS
AND CEMENT MASONS**

County of Ontario, except the Townships of Pickering, Rama, Mara and Thorah, County of Durham, except the Townships of Hope and Cavan.

**Local 23 – SARNIA - BRICKLAYERS AND MASONS AND
MARBLE TILE, TERRAZZO AND HELPERS**

County of Lambton.

Local 25 – THUNDER BAY - BRICKLAYERS, MASONS, MARBLE, TILE AND TERRAZZO

Districts of Thunder Bay to the Manitoba Border, Kenora and Rainy River to the U.S.A. Border.

Local 28 – SUDBURY - BRICKLAYERS, MASONS, MARBLE, TILE, TERRAZZO AND CEMENT MASONS

Districts of Sudbury, Parry Sound, Nipissing, Temiskaming, Cochrane and Kapuskasing and in addition to the above territory, for Marble, Tile and Terrazzo and Cement Masons the Districts of Algoma and Manitoulin Island.

Local 29 – SAULT STE. MARIE - BRICKLAYERS AND MASONS

Districts of Algoma and Manitoulin Island.

Local 31 – TORONTO - MARBLE, TILE, TERRAZZO AND HELPERS

Area A

The City of Toronto and the District within approximately thirty (30) miles of the City Limits, including the following: Oakville, Brampton, Newmarket, Oshawa, including the Counties of Simcoe, Peel, York, Ontario, Durham, Victoria, Peterborough, Northumberland and all Districts in between the above places. All territories East of the Sixteen Mile Creek from the Lakeshore to the Queen Elizabeth Highway. Also the territory lying East of the Sixth Line North of the Queen Elizabeth Highway in the County of Halton.

Area B

County of Wentworth, County of Halton, except that portion East of Sixteen Mile Creek from Lakeshore to Queen Elizabeth Highway and that portion East of Sixth Line North from Queen Elizabeth Highway. Townships of North and South Grimsby, Caiston in the County of Lincoln. County of Haldimand except the Townships of Moulton and Dunn.

PLASTERERS

For the purpose of this Agreement and in order to alleviate any misunderstandings, it is expressly understood and agreed by and

between all Parties to this Agreement that while the Agreement is Province-wide in scope, "reference to Plasterers, means those Plasterers now and who hereafter become members of a Local Union.

It is further agreed regarding Plasterers, that all conditions defined in this Agreement shall apply to only those Geographical Areas and Local Unions hereinafter defined.

Local 2 – BARRIE

The area covered by the Agreement shall be the Townships of Nottawasaga, Sunnidale, Flos, Vespra, Tosorontio, Essa, Oro, Innisfil, Adjala, Tecumseth, West Gwillimbury in the County of Simcoe and the Township of Mulmur in the County of Dufferin, including Orillia, Gravenhurst, Bracebridge, Huntsville, Burks falls, Beaverton and surrounding territories and the Townships of Tiny and Tay in the County of Simcoe.

Local 4 – ST. CATHARINES

Townships of Grantham, Louth, Clinton, Gainsborough in the County of Lincoln. All territory lying North of No. 20 Highway in the Townships of Pelham and Thorold in the County of Welland. Township Niagara in the County of Lincoln. Townships of Stamford, Willoughby, Bertie in the County of Welland. Townships Humberstone, Wainfleet, Crowland and all territory lying South of Highway No. 20 in Pelham and Thorold in the County of Welland. County of Welland. Townships of Moulton and Dunn in Haldimand County.

Local 10 – KINGSTON

The Counties of Lennox and Addington, except the Township of Richmond, the County of Frontenac, the Township of Leeds in the County of Leeds, the Township of Front of Escott, front of Yonge and Elizabethtown in the County of Leeds and the Township of Augusta in the County of Grenville. The City of Peterborough and the Town of Lindsay and the Counties in which the said City and Town are situated. The Township of Cavan and Hope in Durham County and the County of Haliburton and the Townships of Alnwick, Hamilton, Haldimand in the County of Northumberland.

The Counties of Stormont, Dundas and Glengarry and the Township of Edwardsburgh in the County of Grenville.

Local 12 – KITCHENER

The County of Waterloo and the Townships of Elma, Mornington, Wallace in the County of Perth, Townships of Ashfield, East Wawanosh, West Wawanosh, Morris, Grey, Turnberry, Howlock in the County of Huron. The Counties of Grey, Bruce, Dufferin and Wellington. The County of **Norfolk**, the County of Brant and all territories of Oxford County lying East of Highway 59. For plastering only, the area is extended to include the County of Wellington and Dufferin.

Local 20 – OSHAWA

County of Ontario, except the Townships of Pickering, Rama, Mara and Thorah, County of Durham, except the Townships of Hope and Cavan.

PLASTERERS AND TAPERS

For the purpose of this Agreement and in order to alleviate any misunderstandings, it is expressly understood and agreed by and between all Parties to this Agreement that while the Agreement is Province-wide in scope, "reference to Plasterers and Tapers means those Plasterers and Tapers now and who hereafter become members of a Local Union under the name and style of a Local Union [NTD – Future applicability].

It is further agreed regarding Plasterers and Tapers that all conditions defined in this Agreement shall apply to only those Geographical Areas and Local Unions hereinafter defined.

Local 10 – KINGSTON

The Counties of Lennox and Addington, except the Township of Richmond, the County of Frontenac, the Township of Leeds in the County of Leeds, the Township of Front of Escott, Front of Yonge and Elizabethtown in the County of Leeds and the Township of Augusta in the County of Grenville. The City of Peterborough and the Town of Lindsay and the Counties in which the said City and Town are situated. The Township of Cavan and Hope in Durham

County of the County of Haliburton and the Townships of Alnwick, Hamilton, Haldimand in the County of Northumberland. The Counties of Stormont, Dundas and Glengarry and the Township of Edwardsburgh in the County of Grenville.

CEMENT MASONS

For the purpose of this Agreement and in order to alleviate any misunderstandings, it is expressly understood and agreed by and between all Parties to this Agreement that while the Agreement is Province-wide in scope, "reference to Cement Masons, means those Cement Masons now and who hereafter become members of a Local Union under the name and style of a Local Union.

It is further agreed regarding Cement Masons, that all conditions defined in this Agreement shall apply to only those Geographical Areas and Local Unions hereinafter defined.

Local 4 - ST. CATHARINES

Townships of Grantham, Louth, Clinton, Gainsborough in the County of Lincoln. All territory lying North of No. 20 Highway in the Townships of Pelham and Thorold in the County of Welland. Township Niagara in the County of Lincoln. Townships Stamford, Willoughby, Bertie in the County of Welland. Townships Humberstone, Wainfleet, Crowland and all territory lying South of Highway No. 20 in Pelham and Thorold in the County of Welland. County of Welland. Townships of Moulton and Dunn in Haldimand County.

Local 10 – KINGSTON

The Counties of Lennox and Addington, except the Township of Richmond, the County of Frontenac, the Township of Leeds in the County of Leeds, the Township of Front of Escott, Front of Yonge and Elizabethtown in the County of Leeds and the Township of Augusta in the County of Grenville. The City of Peterborough and the Town of Lindsay and the Counties in which the said City and Town are situated. The Township of Cavan and Hope in Durham County and the County of Haliburton and the Townships of Alnwick, Hamilton, Haldimand in the County of Northumberland.

The Counties of Stormont, Dundas and Glengarry and the Township of Edwardsburgh in the County of Grenville.

Local 20 – OSHAWA

County of Ontario, except the Townships of Pickering, Rama, Mara and Thorah, County of Durham, except the Townships of Hope and Cavan.

Local 28 – SUDBURY

Districts of Sudbury, Parry Sound, Nippissing, Temiskaming, Cochrane and Kapuskasing and in addition to the above territory, for Marble, Tile and Terrazzo and Cement Masons the Districts of Algoma and Manitoulin Island.

RESILIENT TILE LAYERS

For the purpose of this Agreement and in order to alleviate any misunderstandings, it is expressly understood and agreed by and between all parties to this Agreement that while the Agreement is Province-wide in scope, "reference to Resilient Tile Layers", means those Resilient Tile Layers now and who hereafter become members of Local 10 Kingston, Local 12 Kitchener, Local 23 Sarnia, Local 28 Sudbury of the Union.

It is further agreed regarding Resilient Tile Layers, that all conditions defined in this Agreement shall apply to only the Geographical Areas of Local Unions as hereinafter defined.

Local 10 – KINGSTON

The Counties of Lennox and Addington, except the Township of Richmond, the County of Frontenac, the Township of Leeds in the County of Leeds, the Township of Front of Escott, Front of Yonge and Elizabethtown in the County of Leeds and the Township of Augusta in the County of Grenville. The City of Peterborough and the Town of Lindsay and the Counties in which the said City and Town are situated. The Township of Cavan and Hope in Durham County and the County of Haliburton and the Townships of Alnwick, Hamilton, Haldimand in the County of Northumberland. The Counties of Stormont, Dundas and Glengarry and the Township of Edwardsburgh in the County of Grenville.

Local 12 – KITCHENER

The County of Waterloo and the Townships of **Elma**, Mornington, Wallace in the County of Perth, Townships of Ashfield, East **Wawanosh**, West **Wawanosh**, Morris, Grey, Turnberry, **Howlock** in the County of Huron. The Counties of Grey, Bruce, Dufferin and Wellington. The County of Norfolk, the County of Brant and all territories of Oxford County lying East of Highway 59. For plastering only, the area is extended to include the County of Wellington and Dufferin.

Local 23 – SARNIA

County of Lambton.

Local 28 – SUDBURY

Districts of Sudbury, Parry Sound, Nippising, **Temiskaming**, **Cochrane** and **Kapuskasing** and in addition to the above Territory, for Marble, Tile and Terrazzo, Cement Masons, Resilient Floor Layers and Helpers the Districts of **Algoma** and **Manitoulin** Island.

■ **APPENDIX C** **JURISDICTION**

Terazzo

Marble, Mosaic, Venetian Enamel and Terrazzo, cutting and assembling of Mosaic, the casting of all Terrazzo on jobs.

All bedding above concrete floors, or walls for the preparation, cutting, laying or setting of metal, composition of wooden strips and grounds and the laying and cutting of metal strips, laths, or other reinforcements, where used in Mosaic and Terrazzo work, shall be the work of the Mosaic and Terrazzo Workers.

All Cement Terrazzo, Magnesite Terrazzo, Dex-O-Tex Terrazzo, Epoxy Matrix Terrazzo, Exposed Aggregates, Rustic or Rough washed for exterior or interior of buildings placed by either machine or by hand, and any other kind of mixtures of Plastics composed of chips or granules of marble, granite, blue stone, enamel, mother of pearl, quartz, ceramic coloured quartz and all other kinds of chips or granules when mixed with cement, rubber neoprene, vinyl, magnesium chloride or any other resinous or

chemical substances, used for seamless flooring systems, and all other binding materials when used on walls, floors, ceilings, stairs, saddles or any other part of the interior or exterior of the building and also other work not considered a part of the building such as fountains, swimming pools, etc. Also all other substitutes that may take the place of Terrazzo work, shall **be** the work of the Terrazzo Mechanics, and shall have the right to use all tools which are necessary in the performance of their work.

Cutting and assembling of art ceramic and glass mosaic comes under the jurisdiction of the Mosaic Worker and the setting of the same shall **be** done by the **Tile Layers**.

Cement Masons

The operation and control of all types of vacuum mats used 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 or washing of all concrete construction including silos, elevators, and smoke stacks, using any colour pigment when mixed with cement, whether done by brush, broom, trowel, float or any other process including the operation of machines for scoring floors, saw cutting, or for any other purposes used in connection with the Cement Masons Trade. The **rodding** or screeding and tamping of all concrete floors, sidewalks, curbs, gutters, etc. and the finishing of sills, coping, steps, stairs, risers. All preparatory work on concrete construction to be finished or rubbed, such as cutting of nails, wires, wall ties, etc., patching, brushing, chipping and bush-hammering, rubbing or grinding if done by machine or **carborundum** stone of all concrete construction. The pointing and patching around all steel or metal window frames that touch concrete. All dry packing, grouting and finishing in connection with the setting of all machinery such as engines, pumps, generators, air compressors, tanks, etc., that are set on concrete foundations including the finishing, rubbing, grouting, pointing and patching of same.

Tile layers

The laying, cutting and setting of all tile where used for floors, walls, ceilings, walks, promenades, roofs, stairs, treads, stair ris-

ers, facing hearths, fireplaces and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also prepare and set all concrete, cement, brickwork, or other foundation or materials that may be required to properly set and complete such work, the setting or bedding of all tiling, stone, marble composition, glass mosaic or other materials forming the facing, hearth or fireplace of a mantel complete, together with the setting of all cement, brickwork, or other materials required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description and the erection and installation of same. The building, shaping, forming, construction or repairing of all fireplaces, whether in connection with a mantel, hearthfacing or not and the setting and preparing of all materials such as cement, plaster, mortar, brickwork, ironwork, or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble, or stone, shall be conceded to Bricklayers, Marble Setters, or Stonemasons work respectively. Where tile is set with a bonding material, and the walls, floors and ceilings are floated with cement mortar, both floating and tile setting shall be done by Tile Setters.

It will be understood that the word "Tile", refers to all burned clay products as used in the Tile Industry, either glazed or unglazed, and to all composition materials and all quarry tile, also mixture in tile form of cement, plastic and metals that are made for and intended for **use** as a finished floor surface, whether upon the interior or exterior floors, stairs, treads, promenades, roofs, garden walks, interior walls, ceilings, swimming pools and all places where tile may be used to form a finished surface for practical **use**, sanitary finish or decorative purposes, for setting of all accessories when built in walls or for decorative inserts on other materials. The Foreperson over any tile work shall be a Tile Layer and at no time shall any other than a bona fide Tile Setter act as Foreperson on Tile work.

Resilient Floor layers

This Agreement shall cover work such as the preparation of sub-surfaces to receive - preparation of **layment** of resilient surfaces to receive - the laying of plywood as **underlayment** to receive - the fitting of all devices, metal or otherwise, drilling of holes, etc. to receive - the complete installation of the following materials on interior or exterior surfaces, floors, walls, roofs, ceilings, counters, stairs, base, draperies and blinds. Resilient floor covering or surfacing such as asphalt, carpet, cork mastic, linoleum, plastic, rubber vinyl, in tile casting or sheet form, draperies and blinds of metal, natural or synthetic fabric or other synthetic materials. The laying of hardwood floors including the laying of sleepers, sub-floors, sanding, finishing, sealing, metal thresholds, metal or wooden base, parquet, iron bound, **perma** cushion and all operations necessary for the complete installation of hardwood flooring.

Marble Masonry

Marble Masons jurisdiction claims shall consist of the carving, cutting and setting of all marble, slate, including slate blackboards, stone, **albereen, vitrolite, carrara, sanionyx** and similar opaque glass, scagliola, **marblethic** and all artificial imitation or cast of whatever thickness or dimension. This shall apply to all interior work such as sanitary, decorative and other purposes inside of buildings of every description wherever required, including all polish honed or sand finish; also the cutting and fitting of above materials after same leave mills, or shop, as well as all accessories in connection with such work, and the laying of all marble tile, slate tile and terrazzo work. Forepersons over any marble masonry shall be Marble Setters, and at no time shall anyone other than a **bonafide** Marble Setter act as Foreperson on all Marble Masonry.

Helpers

Marble Setters Helpers shall do all utility work such as loading and unloading trucks, operating of cranes and derricks, rigging for heavy work and such other work as is required in helping a Marble Setter and the handling of all materials used by a Marble

Setter after being delivered on the job; also the pointing, grouting, caulking, cleaning and waxing of all marble, vitrolite or any other material after same has been set by a Marble Setter.

Tile Setters Helpers shall handle all sand, cement, lime, tile and any other material that may be used by the Tile Setter and such other work as is required in helping a Tile Setter. He shall mix all mortar, do caulking, all cleaning (by whatever method, including steam), washing and grouting of all tile by whatever method installed by the Tile Setter of whatever composition and dimension.

Terrazzo Workers Helpers shall handle all materials such as sand, cement, lime terrazzo, mosaic and any other material that may be used by the Marble, Mosaic and Terrazzo Workers after being delivered at the jobsite, bare wainscoting when run on the buildings by hand, or machine; prepare, mix by hand or machine and distribute of all kinds of concrete foundation necessary and scratch coats used for terrazzo and mosaic work, or substitutes therefore or any composition used for that purpose; also the helping with the sand bed, tar paper and wire mesh, the rubbing, sanding, grinding, the grouting, cleaning and finishing same at the building either by hand or machine, including the grinding of concrete and all and any other work performed by the above classifications shall be performed by the Employees covered by this Collective Agreement.

■ APPENDIX D MINUTES OF RECORD

March 16th. 1972

Layoffs means severances from the Company.

April 13th. 1972 - Valhalla Inn

1. The Terrazzo, Tile and Marble Guild of Ontario, Inc. will be advised before the adding of any new signatories to this Agreement.
2. The Terrazzo, Tile and Marble Guild of Ontario, Inc. shall notify the Union prior to a Marble, Tile and Terrazzo Contractor becoming a Member of the Guild.
3. The Union shall not sign this Agreement with anyone other than a party whose business is recognized as Marble, Tile or Terrazzo work as laid out in Article 21.

March 7th. 1973

Minutes of Record re Clarification on Total Wage Package. Vacation Pay impact will be in addition to negotiated monies.

May 1st, 1973

In the event that a Steward takes action as defined in Article 7C to stop a job for unsafe conditions it shall not be considered a violation of the agreement nor shall it be subject to a grievance by the Employer.

May 28th, 1976

Any fringe benefit(s) contained in the Collective Agreement that are discontinued for any reason shall revert and be added to the hourly wage rate of the Local Union affected.

April 20th, 1982

All Fringe Benefit and Local Union deductions shall be paid on the basis of hours earned.

Hours earned shall mean the amount received by the Employee (before deductions and not including vacation pay) divided by the hourly rate.

May 29th, 1986

It is agreed that Contractors employing local 10 Marble, Tile and Terrazzo members may work in the Cornwall area under Local 10 Appendix.

April 19th, 1995

The Union and the Guild shall form a joint committee to review a promotion fund to be restructured as a Programme Board of the International Masonry Institute.

That every incident of the term "Journeyman" or "Journeymen" be changed to "Journeypersons." That every incidence of the term "man" or "men" be replaced by "workers" or "Employees." That every incidence of the pronoun "he" be changed to "the worker" or "the Employee." That every incidence of the word "workman" or "workmen" be replaced by "workers" or ("Employees"). That every incident of the term "sawman" be changed to "saw operator."

That every incidence of a word not listed above, but deemed to be a gender-specific term also be replaced in the revised text of the provincial agreement.

September 12, 2002

O.P.C. Provincial Collective Agreement for Ontario

letter of Understanding

May 1, 2001, to April 30, 2004

local 31 Specific

A Union member may work in either the **ICI** or Residential Sector. A Union member shall not transfer back and forth between sectors or work in both sectors at the same time.

In order to transfer from the **ICI** to the Residential sector or vice versa he must resign from his original sector and receive the written permission of Local 31 before he transfers and starts to work in the other sector.

loaning of men:

The Signatory trade contractor shall not sub-contract any part of the contract, however may loan men as per Article 5(e) providing that it is on an hourly basis only.

Joint venture: [May 9, 2007]

A joint venture is a project being undertaken by two or more employers.

Where a joint venture is entered into or is being contemplated, the employers involved shall, prior to tender, notify the BACU/OPC at least five business days prior to tender date, of the intention to joint venture and deliver a sealed envelope to the OPC/BACU office that contains the specific names of the Joint Venture participants and the name of the project being undertaken. The envelope shall be opened within 24 hours of the closing of the tender in the presence of the OPC/BACU representative and a Guild representative. The Guild and the Local Union must be notified of the Joint venture within 24 hours of the opening of the envelope by fax.

A joint venture shall not tender or perform any contract unless the project is estimated at a value in excess of one million dollars (\$1,000,000) and receives written permission from both the Guild and Union.

Letter of Understanding – Photo ID Cards – July 13, 2004

Within ninety (90) days the negotiating committee (Employer and Union) will meet to work out the feasibility and cost of providing photo IO cards for Local 31 members and members of other Locals in the Province. Half of the cost to be paid by each of Employer and the Union.

Letter of Understanding - Photo ID Cards - May 9, 2007

The Union shall undertake to provide Photo ID cards for all members of all locals within one year of this date.

Letter of Understanding- Penalties and Settlements - May 9, 2007

The Guild shall be notified of all grievances and shall be notified and copied within seven (7) days of all settlements.

Letter of Understanding- Training Enhancement Fund - May 27th, 2007

Weekly Assistance Allowance for Out of Town Apprentices

| | |
|--|------------|
| For those living between 75-150 km away | \$100.00wk |
| For those living between 150-250 km away | \$200.00wk |

| | |
|--|------------|
| For those living between 250-400 km away | \$300.00wk |
| For those living more than 400 km away | \$400.00wk |

Availability for the number of students per course will depend on space and acceptance by the Local Apprentice Committee (LAC).

■ APPENDIX E MONTHLY DUES SCHEDULE

Local Union Monthly Dues (Remitted on Local Union Form)

| | |
|------------|-------------------|
| Local 4 | \$15.00 per month |
| Local 5 | \$30.00 per month |
| IU Local 6 | \$25.00 per month |
| IU Local 7 | \$34.00 per month |
| Local 10 | \$60.00 per month |
| Local 12 | \$21.00 per month |
| Local 23 | \$30.00 per month |
| Local 28 | \$22.00 per month |

The amount of these deductions may be varied upon sixty (60) days notice, prior to the anniversary date, in writing, from the Secretary-Treasurer of the Local Union to the Guild.

■ APPENDIX F

All Locals.

With reasonable cause, the Trustees of designated trust funds may appoint a chartered accountant to enter upon the Employer's premises where all financial and payroll records are kept during regular business hours to perform an audit of the Employer's contributions and/or deductions to the required benefit plans or funds for a period not to exceed twenty-four (24) months before the date the audit takes place. This procedure does not prejudice any action currently being taken by Boards of Trustees. Where the Trustees appoint an auditor the cost of the auditor shall be borne by the appropriate funds or plans.

Any employee(s) found in violation with the Provincial Agreement shall be dealt with in accordance with the Local Union's Constitution.

This Article may be adapted by Locals applying to, and with approval from, the Joint Conference board.

■ APPENDIX G EXPEDITED ARBITRATION SYSTEM

WHEREAS the Guild and the Union agree that it is of the utmost importance to the integrity of the industry and their relationship that the terms and conditions of their collective agreement are respected and adhered to. The Parties agree that ignorance of the terms and conditions of the collective agreement between the Guild and the BACU (the "Collective Agreement") or the Terrazzo, Tile & Marble Guild of Ontario, Inc. Expedited Arbitration System (the "System") shall not be a relevant factor in any proceedings taken pursuant to the System. Therefore, the Parties are intent on establishing a process that will maximize the adherence to the established terms and conditions of the Collective Agreement;

AND WHEREAS the Parties agree that when a difference arises between the Parties hereto relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure, notify the other party in writing of its desire to submit the difference or allegation to arbitration by way of the system set-out herein.

AND WHEREAS The Parties agree that, subject to Paragraph 20, any disputes with respect to the application, interpretation, or administration of the collective agreement shall be resolved by way of the System set out herein.

NOW THEREFORE the parties agree as follows and agree that the relevant provisions of the System set out herein form part of the collective agreement binding upon them:

Arbitration

1. The Parties agree that any disputes with respect to the application, interpretation, or administration of the Collective Agreement shall be resolved by way of the System set out herein.
2. **Parties:** The Union, the Guild and any of the Contractors who are signatory to the Collective Agreement may file a grievance.

3. Prior to Referral:

Part A – Mediation

Where the Parties mutually consent, the grievance may be referred to mediation prior to referral to Arbitration. The Parties seeking to refer the grievance to mediation shall:

- (i) have served the grievance with the required parties in accordance with the terms of the Collective Agreement and this process;
- (ii) have exhausted the grievance procedure in the Collective Agreement;
- (iii) provided sufficient information in the grievance to enable the recipient to understand what the grievance concerns; and
- (iv) made best efforts, to meet with the person(s) who are alleged to have violated the Collective Agreement and have made attempts to resolve the matter prior to referring the matter to arbitration.

list of Mediators: The parties agree that the permanent Mediators under this system are as follows:

- Rick MacDowell;
- Stephen Raymond; and
- Mort Mitchnick.

The parties agree that the actual scheduling of the mediation shall be done on consent of the parties.

In the event that mediation is unsuccessful, the grieving party may refer the matter to arbitration pursuant to the provisions of the System set out herein.

Part B – Arbitration

The party seeking to refer the grievance to arbitration shall:

- (v) have served the grievance with the required parties in accordance with the terms of the Collective Agreement and this process;

- (vi) have exhausted the grievance procedure in the Collective Agreement;
 - (vii) provided sufficient information in the grievance to enable the recipient to understand what the grievance concerns; and
 - (viii) made best efforts, to meet with the person(s) who are alleged to have violated the Collective Agreement and have made attempts to resolve the matter prior to referring the matter to arbitration.
4. **Service:** The party seeking to refer the grievance to mediation or arbitration shall be responsible for providing written notice, notifying all interested parties by way of facsimile transmission, courier, hand delivery, or any other means which is found to be appropriate and sufficient, of its intention to proceed to mediation or arbitration and arranging for the scheduling of the process.
 5. **Counsel:** It shall be at the Parties' option whether they retain counsel for the mediation or arbitration process, provided counsel are able to accommodate the hearing schedule as set by the Mediator or Arbitrator. However, the schedule will not be set, and adjournments will not be granted, based on the availability or unavailability of counsel. The Arbitration process shall continue day to day until completed unless otherwise scheduled by the Arbitrator.
 6. **List of Arbitrators:** The parties agree that the permanent Arbitrators under this system are as follows:
 - Rick MacDowell;
 - Stephen Raymond; and
 - Mort Mitchnick;provided that no mediator shall act as an arbitrator in the same matter.
 7. The above-noted Arbitrators will hear cases based upon an established rotation, and their availability, subject to the veto provisions set out in paragraph 9 below.

8. **Arbitration Fees:** The fees and expenses of the Arbitrator shall be borne one-half by the Union and one-half by the Employer. Any other costs or expenses in connection with such Mediation or Arbitration shall be borne by the party who incurs them. Once the Arbitrator is contacted by the party seeking to refer the grievance, and has been asked to schedule the hearing, the Arbitrator's cost will have been incurred.
9. **Veto:** Within two (2) working days of the date the notice is received, but not thereafter, the party receiving notice may advise the party referring grievance to arbitration if it is vetoing any of the Arbitrators. The party receiving notice of the referral may only veto one of the listed Arbitrators.
10. **Following** written receipt of a veto, or following the two (2) working day period provided for the exercise of a veto, which ever occurs first, the party referring the matter to arbitration shall directly contact the arbitrator who is scheduled to hear the next grievance based on the established rotation (save and except where such arbitrator has been vetoed) and shall receive a date, time and location for the hearing concerning the particular grievance along with any other pertinent information.
11. **Notice of Hearing:** The party referring the grievance to arbitration shall then directly provide notice containing the above noted information to the other party, the Guild, any particular Contractor which may be involved and the Union. As much notice as possible of the scheduled hearing date will be provided to all parties, by the referring party, but not less than five (5) working days prior to the hearing. In addition to the information concerning the hearing, any further content concerning the notice shall be at the discretion of the party grieving, provided that it contains sufficient information to properly identify and assess the nature of the grievance or the matter complained of, subject to compliance with the terms of paragraph 13 herein.
12. If the Arbitrator, who, in accordance with the established rotation is scheduled to hear the grievance is not available to

hear the matter within a reasonable period of time (to be determined by the party referring the grievance to arbitration) then all of the above-noted provisions shall apply, save and except that the party referring the grievance to arbitration shall thereafter contact the next Arbitrator, who, in accordance with established rotation, would otherwise be scheduled to hear the next grievances save and except where such arbitrator has been the subject of the veto, in which case the party referring the grievance shall contact the next Arbitrator.

13. **Access to Arbitration:** Access to the expedited procedure shall be by any party, at any time, provided that sufficient and proper notice as required by paragraph 11 hereof is given.
14. **Timing:** The arbitration shall be held on a date determined to be appropriate by the party referring the grievance, which is no earlier than the fifth (5th) working day after receipt of written notice of intent to invoke a veto, on the expiry of the two (2) working day period in which a veto may be exercised, in accordance with paragraphs 9 and 10 above. In practice, this will likely mean evening or weekend hearings.
15. **Decisions:** Arbitrators appointed to adjudicate disputes under the System shall endeavour to issue their awards within forty-eight (48) hours of the completion of the hearing process.
16. **location:** Arbitration proceedings pursuant to the System shall be held at a location mutually agreed to by the Guild and the Union.
17. **Powers of the Arbitrator:** The Arbitrator's powers shall arise from the Collective Agreement, the *Ontario Labour Relations Act* (the "*Act*") and the System. These powers include, but are not limited to, the power to order production in advance of the hearing process and any other orders that will facilitate an efficient and fair adjudication process. For clarity, the Parties agree that the provisions of the *Arbitrations Act, 1991* shall not apply to arbitrations under the System.

18. The Arbitrator has the power to interpret and apply this System. In addition, the Arbitrator will have the power to order the payment of deterrent damages;
19. **Deterrent Damages:** The Arbitrator shall also have the power to issue a deterrent damages award pursuant to either Article 25 or 27 of the Parties' collective agreement
20. The arbitration process shall be without prejudice to any other remedies that the parties may enjoy including application to a court or to the Ontario Labour Relations Board. However, it is understood and agreed that the Arbitrator's decision is binding and final with respect to those matters before the Arbitrator.
21. The parties recognize that the decision of the Arbitrator herein is enforceable as a decision of an Arbitrator pursuant to Section 48 and/or 96(7) of the **Act**.
22. The Arbitrator shall also have the power to issue all orders and directions necessary to carry out the spirit and intent of this System.

This Agreement is in effect until April 30, 2010, or as further extended by the parties hereto.

■ APPENDIX H BENEFIT PLANS

The Union shall list all Benefit Plans, including all Locals Administrator information and contact information.

For all Union and Local Union Benefit Plans and the amount involved in the various Plans, refer to Article 29, Wages, Deductions, and Contributions.

Canadian Bricklayers and Allied Craft Unions Members Pension Trust, (CMPT) Canada Customs and Revenue Agency Registration No. T\F 1063478.

Global Benefit Plan Consultants
545 Wilson Ave
Toronto, Ontario M3H 1V2

The administrators of the Local Union Benefit Plans are as Follows:

| | |
|---------------------------|---|
| Local 2 Toronto | Global Benefit Plan Consultants
545 Wilson Ave
Toronto, Ontario M3H 1V2 |
| Local 4 St. Catharines | |
| Local 5 London | |
| Local 10 Kingston | |
| Local 12 Kitchener | |
| Local 20 Oshawa | |
| Local 23 Sarnia | |
| Local 31 Toronto | |
| Local 1 Hamilton | Antonio DiMaria
360 James Street North, Suite 101
Hamilton, Ontario L8L 1H5
(905) 527-8418 |
| Local 25 Thunder Bay | David Kubinec
BDO Dunwoody LLP
1095 Barton Street
Thunder Bay, Ontario P7B 5N3
(807) 625-4444 |
| Local 28 Sudbury | Franco Rocca
469 Bouchard St. Suite 201
Sudbury, Ontario P3E 2K8
(705) 522 4140 |
| Local 29 Sault Ste. Marie | H. Bowes
316 Korah Road
Sault Ste. Marie, Ontario P6C 4H1
(705) 949-2642 |
| IU Local 6 Windsor | Luciano Mascarin
3454 Sandwich St
Windsor, Ontario N9C 1B3
(519) 256-3070 |

IU Local 7 Ottawa

Lee-Power Assoc. Inc.
616 Cooper Street
Ottawa, Ontario
(613)236-9007

For all Union and Local Union Benefit Plans and the amount involved in the various Plans, refer to Article 29, Wages, Deductions, and Contributions.

154