

# Collective Agreement

Between

The Construction Labour Relations Association  
of Ontario

The Industrial Contractors Association  
Of Ontario

The Waterproofing Association of Ontario

The Concrete Floor Contractors Association of  
Ontario

and

Cement Masons' Provincial Collective Agreement  
The Operative Plasterers', Cement Masons' and Restoration Steeplejacks'  
International Association of the United States of America  
Local 598

Begins:  
05/01/2004

Terminates:  
04/30/2007

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RE: CEMENT MASONS' MASTER AGREEMENT**

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## PROVINCIAL COLLECTIVE AGREEMENT

BETWEEN:

THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION  
OF ONTARIO;

THE INDUSTRIAL CONTRACTORS ASSOCIATION  
OF CANADA;

SEALANT & WATERPROOFING ASSOCIATION  
OF ONTARIO;

THE CONCRETE FLOOR CONTRACTORS  
ASSOCIATION OF ONTARIO;

(hereinafter called the "Employer Bargaining Agency"  
and/or the "employer")

**- and -**

THE OPERATIVE PLASTERERS AND CEMENT  
MASONS INTERNATIONAL ASSOCIATION OF THE  
UNITED STATES AND CANADA, and,  
LOCAL UNION 598 or

ANY OTHER LOCAL OF THE OPERATIVE  
PLASTERERS AND CEMENT MASONS  
INTERNATIONAL ASSOCIATION OF THE UNITED  
STATES AND CANADA WHICH, IN THE FUTURE,  
MAY BE CHARTERED TO REPRESENT JOURNEYMEN  
AND APPRENTICE CEMENT MASONS.

The Union is hereinafter referred to as "the Union and/or the employee" in the industrial, commercial and institutional sector of the construction industry in the Province of Ontario, and without limiting the generality of the foregoing, *to* represent in bargaining as aforesaid all employees bound by or parties to:

- (a) Certificates of the Ontario Labour Relations Board granted to the Unions or any of them;
- (b) voluntary recognition agreements with the Unions or any of them;

- (c) collective agreements to which the unions *or* any of them have been or are partly to or bound by, covering the industrial, commercial and institutional sector of the construction industry in the Province of Ontario.

## **ARTICLE 1 DURATION OF AGREEMENT**

- 1.01** This agreement shall be effective and operative from May 1, 2004 and shall remain in full force and effect until the 30th day of April 2007.

The agreement will be renewed for the period May 1, 2007 to April 30, 2010, on the conditions set out herein.

- 1.02** Should either party to this agreement desire to change, add to, amend or terminate **this** agreement, written notice to that effect will be given within one hundred and twenty (120) days prior to the termination date of this agreement. On receipt of such notice the parties to the agreement shall convene a meeting within ~~thirty~~ (30) days and bargain in good faith to endeavour to reach **an** agreement. If no such written notice is given, this agreement shall be automatically renewed and remain in force biennially from its expiration date.

## **ARTICLE 2 RECOGNITION**

- 2.01** As designated by the Ontario Ministry of Labour, the Union recognizes the Associations consisting of the Construction Labour Relations Association of Ontario, the Waterproofing Contractors Association of Ontario and the Concrete Floor Contractors Association of *Ontario* as the Employer Bargaining Agency to represent in bargaining all employers whose employees are represented by the Union and for whom the Union has bargaining rights.
- 2.02** As designated by the Ontario Ministry of Labour, the Employer Bargaining Agency recognizes the Union as **the** sole and exclusive bargaining agent for all working foremen, journeymen and apprentice cement masons and waterproofers engaged in the industrial, commercial and institutional

sector of the construction industry in the Province of Ontario for whom the Union has bargaining rights.

- 2.03** If an employer is in a partnership or a corporation and more than one (1) member of the corporation or partnership work with tools of the trade, one (1) member of the firm, corporation or partnership shall be considered an employer and it is understood that any other person working with the tools of the trade must be a member of the Union in good standing and is subject to all the terms and conditions of this agreement. Such membership shall not be unreasonably withheld.

### **ARTICLE 3 HIRING SECURITY**

- 3.01** (i) The employer, subject to paragraph 3.03 (i) hereof, agrees to employ only members in good standing with this Union on work coming within the scope of this agreement.
- (ii) Providing members of the Local Union are not available, the employer may obtain his needed supply of employees elsewhere. He shall inform the Union, within two (2) hours of commencement of their employment, of the names of such employees and the location of the job on which they are working. The Business Representative of the Union shall be granted permission to interview them with the view of recruiting them into Union membership.

**3.02 (i) Work Call-In Procedure for Employees Required by General and Industrial Contractors**

The employer agrees when hiring employees to do any of the work covered by this agreement, to inform the Union of his requirements twenty-four (24) hours in advance in order to permit the Union to furnish such employees from the membership of the Local Union.

**(ii) Work Call-in Procedure for Employees Required by Concrete Floor Finishing Contractors and Waterproofing Contractors**

The employer agrees, when hiring employees to do any of the work covered by this agreement, to inform the

Union of his requirements fifteen (15) hours in advance in order to permit the Union to furnish such employees from the membership of the Local Union.

- 3.03** (i) **All** such employees shall be required to obtain a referral **slip** from the Union before commencing work and the Union agrees to provide said referral slip within two (2) hours, unless other arrangements are made with the Union. If a referral slip cannot be provided within the two (2) hour delay the employer may hire the employee and notify the Union accordingly.
- (ii) In the event that such employee does not elect to become a member of the Local Union within five (5) days of his initial date of employment, he shall cease to be employed by the employer.
- (iii) An employer may recall former employees on layoff provided he does so within a twenty-four (**24**) month period from date of lay-off and the said employees have been in continuous good standing with the Union.

**3.04** No employee shall be discriminated against in hiring or continuation of his employment because of age only.

**3.05** Transfer of Employees

Members of the Union employed by employers bound by the terms of **this** agreement shall have unrestricted mobility throughout the Province of Ontario.

**ARTICLE 4**  
**NO STRIKES, NO LOCKOUTS**

**4.01** In view of the grievance and arbitration procedure provided in this agreement, it is agreed by the Union that there shall be no strike, or stoppage of work, either complete or partial, and the employer agrees that during the term of this agreement there shall be no lockout.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

**5.01 (a)** The Union recognizes that the management of all work and employees, including the direction and scheduling of the working forces and of the affairs of the employ-



ers, such as production methods, control of the quality and quantity of work, right to hire, discipline, retire, lay-off, promote, transfer or discharge for cause, is vested exclusively in the employer, providing that it shall not be exercised in a manner which is inconsistent with the terms and conditions of this agreement.

- 5.01 (b)** The parties agree that there will be a zero tolerance policy for employees under the influence of illicit drugs and/or alcohol or having illicit drugs and/or alcohol on the job site. Should an employee(s) be found with illicit drugs and/or alcohol on the job site or it is determined that an employee(s) is under the influence of illicit drugs and/or alcohol it is agreed that the employer shall have cause for immediate termination of such employee(s).

## **ARTICLE 6 JURISDICTION**

### **6.01 Cement Masons**

The operation and control of all types of vacuum mats in the drying of cement floors in preparing same for finish, the operation of power driven floats and trowelling machines is the work of the cement masons. The finishing of washing of all concrete construction including silos, elevators and smoke stacks, using colour pigment mixed with cement, in any form - mosaic and nail coat whether done by brush, trowel, broom, float or any other process including the operation of machines for scoring floors, saw cutting or any other purposes used in connection with the cement masons' trade. The rodding or screeding and tamping of all concrete floors and the finishing of all top materials, sills, coping, steps, stairs, risers and fifteen centimeter (15) base or less shall be the work of the cement masons. It is agreed that where the **Union** has been notified and is unable to supply cement masons, the employer may do the work with his own forces. This shall apply to rough screeding in areas up to four hundred and fifty seven and a half (457.5) square meters (or fifteen hundred (1,500) square feet). 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. All glass set in concrete.

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* compressor, tanks, etc., that are set on concrete foundations including the finishing, rubbing, grouting, pointing and patching of same.

The screeding, darbying and trowel finishing of all types of epoxies, traprock and magnesium oxychloride cement composition floors shall be the work of the magnesite composition cement masons; all types of oxychloride granolithic floors including hand grinding and machine grinding of same; the preparation of all sub-floor surfaces to receive same including the bonding; the preparation and installation of ground or base courses, steps and cove base. The purpose and intent **of** the fifteen (15) centimeter base law will not be defeated. All magnesite composition installation work shall be done under the supervision of a competent and qualified magnesite composition cement mason.

Screeding and finishing of sidewalks.

Placing, finishing and grinding **of** all plastic floors.

Motorized buggy or similar equipment used to move or pour concrete including pumping set up and disassembling.

The installation of wire mesh and steel fibres into concrete.

The curing and/or sealing of concrete when necessary by chemical compounds.

The operations of all remote controlled equipment the operation of all equipment for mechanical screeding of concrete.

The application of patterned concrete whether done by stamping or other means of impression installation of fillers or sealants to floor joints and site work.

## **6.02 Waterproofers**

- (1) Applying metallic waterproofing to walls, floors, footings, ceilings and other surfaces as required.

- (2) Metallic mortar, cement parging and concrete toppings for protection of waterproofing floors, wall and ceilings, etc., wood float and steel trowel finish.
- (3) Metallic slurry coating of floors, walls, pits, trenches, etc.
- (4) Metallic grouting.
- (5) All preparation of surfaces for Waterproofing.
- (6) Asphalt and other bituminous coating hot or cold, including reinforcing membranes and protective coverings or surfaces.
- (7) Asphalt and other bituminous dampproofing and all vapour barriers.
- (8) Caulking for the purpose of waterproofing and damp-proofing.
- (9) Pneumatically and mechanically installed waterproofing materials.
- (10) Spandrel beam and column waterproofing, vapour barriers.
- (11) Installation of manufactured membrane for the purpose of waterproofing and dampproofing.
- (12) Parging for the purpose of waterproofing and damp-proofing.
- (13) Installation of reinforcing steel and wire mesh on concrete and masonry restoration work.
- (14) Installation and removal of bleed and drain systems for the purpose of waterproofing.
- (15) Application of clear and opaque weatherproofing and water repellent materials on concrete and masonry.
- (16) Formwork for waterproofing and restoration.
- (17) Concrete restoration for the purpose of weatherproofing.
- (18) Sandblasting and acid etching for application of waterproofing and weatherproofing, vapour barriers, membranes, waterproof paints, etc.

- (19) Sandblasting, acid and alkali cleaning of walls as part of restoration and weatherproofing or waterproofing work.
- (20) Application or installation of any material for the purpose of waterproofing, weatherproofing, dampproofing or restoration.
- (21) Hot or cold joint sealing work.
- (22) All gunite and sandblasting and rough screeding.
- (23) Insulation in conjunction with waterproofing, weatherproofing, dampproofing or restoration work.
- (24) Installation of expansion joint materials for the purpose of waterproofing, etc.
- (25) Scaffolding as required to perform waterproofing.
- (26) Synthetic resins or compounds as used for waterproofing, etc., or protective toppings for same.

## **ARTICLE 7 PAYMENT OF WAGES**

- 7.01** Wages shall be paid and received each week by cheque not later than 3:30 p.m. Thursday on the job. At the employer's option, wages may be deposited electronically.
- 7.02** Every employer shall furnish to the employee, at the time the wages are paid to the employee, an attached written statement, clearly setting forth the following:
- (1) The name of the employer.
  - (2) The period of time for which the wages are being paid, separating the premium time hours; separating overtime hours; separating the travel time hours; separating the welfare and pension time hours.
  - (3) Room and board.
  - (4) The rate for regular hourly rate of wages as it applies to each employee.
  - (5) The amount of deductions for Income Tax, Employment Insurance, Canada Pension Plan, and all other voluntary contributions not covered by the statute.

- (6) The amount of vacation pay credits.
- (7) Vehicle allowance
- (8) Union Check-off,
- (9) Employee Bargaining Fund (EBF) Check-off.

- 7.03** In the event that the employment of an employee is terminated by the employer, the employer shall give on the job or send by registered mail to such employee the full amount of wages he is entitled to, together with his accrued vacation pay, if applicable, and Record of Employment Form within twenty-four (24) hours from the time of termination.
- 7.04** In the case of lay-off or dismissal all employees will receive one (1) hours notice in advance of lay-off with pay. Local Union office to receive twenty-four (24) hours notice of lay-off.
- 7.05** Any employee working *on the job*, which requires him to live away from his regular residence, shall be given twenty-four (24) hours advance notice of lay-off.
- 7.06** Any employee who voluntarily terminates his employment prior to 3:30 p.m. on Thursday shall be sent the full amount of wages by mail within three (3) working days. All wages for other times worked shall be sent to him no later than the next regular payday.
- 7.07** Should the employer fail to comply with the foregoing and provided the employer has received twenty-four (24) hours notice in order to correct, the employer shall thereafter pay the employee his regular wages for each and every hour until such time as the employee is in receipt of the preceding documents of pay. The aforementioned time to be calculated on an eight (8) hour regular work day basis.
- 7.08** (a) All employee wages and benefits, including all deductions from wages and employer contributions required by this collective agreement shall be deemed to be monies held in **trust** in the hands of the employer.

**ARTICLE 8**  
**RATES OF WAGES, VACATION PAY, PREMIUMS,**  
**TRAVEL, ROOM & BOARD, WORK WEEK, OVERTIME,**  
**WELFARE. CHECK-OFF**

- 8.01** The rates of wages, premiums, travel, room & board, **work-week** shall be set out in Appendices “B” to “J” attached hereto and forming a part of this Agreement.
- 8.02** The regular workday shall be from 8:00 a.m. to 4:30 p.m. with a thirty (30) minute lunch period near mid point of the shift from Monday to Friday inclusive and the regular workweek shall consist of forty (40) hours. All work done in excess of eight (8) hours per day Monday to Friday shall be considered overtime and paid at the rate of time and one-half (1 1/2) the regular journeyman’s rate of wages. Normal starting time may be altered by up to one (1) hour.
- 8.03** Payments for vacation pay will be made weekly except APPENDIX “H” – Windsor which will be paid each April 1<sup>st</sup> and October 1<sup>st</sup>. Vacation Pay shall include an amount of six percent (6%) for statutory Holiday Pay.

**8.04 Make-up Time**

Where time is lost during regular work hours due to inclement weather make-up hours may be worked at straight time but not to exceed four hours in any one day during the regular workweek or eight hours on Saturday up to a maximum of sixteen hours in any week.

It is understood and agreed that such make-up hours must be worked in the calendar week in which they were lost.

The above shall not be construed as a guarantee that there is any daily or weekly number of hours of work available.

**8.05 Occupied Premises**

Where an owner requires that work be done outside regular business hours such work may be performed at straight time on any four or five consecutive days and during any ten consecutive hours in the day in the case of a four day week or eight consecutive hours in the day in the case of a five day week.

Overtime work beyond scheduled hours on occupied premises shall be paid at the rate of time and a half the base rate for any hours worked beyond the scheduled hours in the first four consecutive days (in the case of a four day week) or five consecutive days (in the case of a five day week). Work performed on the first additional day shall be paid at one and a half times the base rate. Work performed on the second additional day or on statutory holidays shall be paid at twice the base rate.

The above shall not be construed as a guarantee that there is any daily or weekly number of hours of work available.

In Appendix "J" - Sarnia, this article shall not apply to an industrial facility where a maintenance agreement is in use.

- 8.06** Employees of Floor Finishing Contractors and any and all employers who finish floors, who start work at 3:00 p.m. or after will receive a premium of two dollars (\$2.00) per hour and two dollars and fifty cents (\$2.50) per hour in Appendix "T", Toronto above the regular wage rate for each hour worked and time and one-half (1 1/2) the regular wage for work over eight (8) hours.

**8.07 Unscheduled Call-in**

Any employee who is called in to commence work on an unscheduled call-in after midnight will be paid double the regular rate of pay for all hours worked.

**ARTICLE 9  
APPRENTICES**

- 9.01 (a) Apprentices employed under the jurisdiction of the agreement shall be required to attend apprenticeship school when directed to do so by the Local Apprenticeship Committee.
- (b) Any apprentice refusing to attend, or not attending school when directed by the Local Apprenticeship Committee shall be sufficient cause for suspension or discharge from employment within the terms of this agreement.
- (c) All apprentices shall be governed by the Ministry of Colleges and Universities regulations pertaining to

Cement Masons Ontario Regulations 199/67 pursuant to the Apprenticeship and Tradesmen's Qualifications Act 1964.

- (d) These Apprentices shall serve three terms of 2,000 hours per term of the following rates:
  - (i) first term of 2,000 hours - 65% of the journeyman rate (not applicable to Waterproofers APPENDIX "K").
  - (ii) second term of 2,000 hours - 75% of the journeyman rate,
  - (iii) third term of 2,000 hours - 90% of the journeyman rate.

**9.02** Apprentices in their **first** term as defined above will receive:

- (i) the same welfare provision as accorded to journeymen under this agreement,
- (ii) Vacation Pay and Statutory Holiday Pay - 10% of total earnings (not applicable to Waterproofers Schedule "K").
- (iii) first term apprentices will not be paid the pension accorded to journeymen.

**9.03** Second and third term apprentices shall receive the same contributions accorded to journeymen under this agreement.

**9.04** To assure the industry of an adequate supply of properly trained and skilled tradesmen, there will be a joint Training and Apprenticeship Committee to which the Association and the Union shall each appoint four (4) representatives.

- (a) An Apprenticeship Program under which the Local Apprenticeship Standards shall be administered and also coordinated with the Apprenticeship and Tradesmen's Qualifications Act, 1964 and amendments thereto and
- (b) A Journeyman Training Program under which advanced training programs will be administered and coordinated for the purpose of enabling Journeymen to acquire a full and complete knowledge of the advancement, new techniques and skills in their crafts.



- 9.05** This Committee shall meet quarterly. Four (4) members of the Committee shall constitute a quorum except that where, at the request of either Chairman of the respective parties to the Committee, a special summoned meeting is called, two (2) representatives of each party shall constitute a quorum.
- 9.06** At meetings of the Committee, no more than four (4) representatives for each of the parties shall cast a vote and in the event of a tie vote, the matter shall be referred to the Joint Conference Board for settlement.
- 9.07** The proportion of apprentices to Journeymen shall be in accordance with the Apprenticeship and Tradesmen's Qualification Act, 1964 and amendments thereto. Changes to the proportion of Apprentices to Journeymen may be recommended by the Joint Conference Board. The training period for the trainees and apprentices shall be of a three (3) year duration.
- 9.08** Where practicable the employer agrees to hire one (1) apprentice to every five (5) Journeymen on their payroll.

**9.09 General**

All Apprentices will be supplied with a log or appropriate book by the Union to be completed by each Apprentice on a daily basis and signed by a Foreman or Supervisor of the Company he is working for on a weekly basis.

It is also agreed that the Apprentices' logbooks will travel with the Apprentices and the signed entries will be honoured by every Company signatory with local 598.

It is agreed that the Company will provide the opportunity for the Apprentices to learn the required duties within the prescribed term of each level of Apprenticeship. It will be the responsibility of each Apprentice to notify the Company and the Union if they are not receiving the appropriate level of training.

The Union and Company will sign off at the end of each term of Apprenticeship and approve the advancement of each Apprentice to the next term of Apprenticeship until the program is completed. In the event of any disputes by the Union and Company regarding the Apprentices' level of training,

the Apprentices' detailed logbooks and on the job experience will be the basis for settling the disputes.

#### **9.10 Grandfather Clause**

The existing Apprentices on record as at April 30<sup>th</sup>, 2001 will be advanced through the various levels of the Apprenticeship Program based on the following criteria:

Apprentices who have worked under five hundred (500) hours will complete the new proposed program. All other Apprentices who have worked over five hundred (500) hours will advance to the next term for Apprentices based on the terms of the old Provincial Collective Agreement May 1, 1998 – April 30, 2001, that is, based on hours.

- 9.11** Where the contractor(s) provides training and trade specific tools for apprentices and/or journeymen upgrade, the contractor(s) shall be reimbursed for all costs of all training including tools by the Training Trust Fund in an amount and a manner determined by the Trustees.

### **ARTICLE 10 SAFETY, SANITATION AND SHELTER**

- 10.01** The employees shall be provided with proper and adequate shelter to be heated during the cold weather. **Sanitary** toilets, potable water in containers and paper cups shall also be provided in convenient locations. If there is a telephone on the site, arrangements will be made to make such telephone available to employees covered hereunder, where possible, during hours when the job office is closed. On the second and third shift the employer shall ensure that a phone is available for emergencies.
- 10.02** The employer shall insure that employees are protected from noxious fumes. Where required by the Occupational Health and Safety Act, detectors shall be provided. Dust masks and safety goggles to be supplied by the employer when required under the Occupational Health and Safety Act at the employer's expense shall remain the property of the employer.
- 10.03** In co-operation with the employer's overall program of Accident Control and Prevention, it is expected the job steward will report to the foreman for immediate corrective action

any unsafe conditions, unsafe acts or violations of safety regulations.

- 10.04** Every employee shall, as a condition of employment, be required to own and wear a safety helmet of a type approved by the Occupational Health and Safety Act and the employer agrees said helmets may be purchased from the employer at the employer's cost.
- 10.05** Every employee shall, as a condition of employment, own and wear suitable protective footwear.
- 10.06** Both parties to this agreement agree to be bound by all provisions contained in the Occupational Health and Safety Act and will take any and all steps necessary to enforce same.
- 10.07** The employer will insure that employees have proper lighting facilities for finishing work at all times, including stair-wells and hallways, etc.
- 10.08** All other safety clothing and equipment, except personal prescriptive equipment, other than waterproof safety rubber boots, necessary to comply with Safety Act regulations applicable to protect the employee while performing his assigned work, shall be provided by the employer and shall remain his property.
- 10.09** If an employee is injured and receives medical attention by a qualified physician, he will receive his regular wages and other benefits for the full day if, in the opinion of the physician, he is unfit to return to his regular work or if instructed by his foreman or superintendent to go home. Otherwise, the employee shall be paid his regular wages for any lost time incurred. If, in the opinion of the job superintendent or foreman, another employee is required to leave the job site with the injured employee to assist him in getting medical attention, he shall be paid his regular wages and other benefits for any lost time incurred in this way.

## **10.10 Master Portion**

Where transportation is being provided by company vehicle to Cement Masons' and Apprentices, the Employer shall be responsible for ensuring that the Employees, in case of an automobile accident, are covered by Workers' Safety and Insurance Board (WSIB) or other adequate means.

## **ARTICLE 11 HOLIDAYS**

- 11.01** All work performed after 11:59 p.m. on Friday night, Saturdays, Sundays, Civic Holidays and the following statutory holidays, namely: New Year's Day, Good Friday, Victoria Day (or birthday of Queen Elizabeth), Dominion Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and other days declared to be statutory holidays by the Employment Standards Branch of the Government of Ontario shall be deemed overtime work and paid for at the rate of double time except as modified by local appendices. When any of the enumerated holidays outlined herein falls on a Saturday or Sunday, the holiday or holidays shall be observed on the day or days following the weekend.

## **ARTICLE 12 CHECK-OFF**

- 12.01** The employer shall deduct, as a condition of employment and continued employment, from the wages of each employee of the employer, dues, assessment and initiation fees in the amount certified by the Union and as set forth in accordance with the Constitution of By-laws of the Union and as from time to time amended. Said deductions shall be remitted by the Employer by the fifteenth (15) day of the next calendar month immediately following the month for which deductions were made and made payable to the respective Local Union as defined in the appropriate appendices which form part of **this** agreement.
- 12.02** Check-off remittances shall be made at the same time as welfare and other employer remittances on special remittance forms supplied by the administrator of the Welfare Benefit Trust Fund.

### **12.03 Employer Contributions**

- (a) Employers bound by this agreement shall, contribute an amount shown in the applicable wage sheet for each hour worked by each employee covered by this agreement and remit such contributions with the welfare and pension contributions payable hereunder or direct to the employer association where no plan exists. Such amounts on receipt shall be immediately paid as directed by the E.B.A. as each employer's contribution to the costs of negotiating and administering this agreement and the advancement of this segment of the Industry by promotion and education.
- (b) In addition each employer shall contribute a further one cent (\$0.01) for each hour worked by each employee covered by this agreement to fund the Ontario Construction Secretariat. Such contribution shall be remitted in accordance with ~~this~~ Article.
- (c) Employers bound by this agreement and working under APPENDIX "L" Specialty Trade - Floor Finishing shall contribute in accordance with Article 5.01 of APPENDIX "L".

### **12.04 Employee Bargaining Fund (EBF) Check-off**

- (a) Each employer bound by this agreement shall check-off five cents (\$0.05) per hour for each hour worked by each employee covered by this agreement and remit such deductions with the welfare and pension contributions payable hereunder or direct to the Employee Bargaining Fund where no plan exists; such amounts on receipt shall immediately be paid to the Employee Bargaining Fund by the respective administrator of the Welfare Plan. At no time shall the five-cent (\$0.05) check-off be paid directly to the employee.
- (b) Each employer agrees to deduct one cent (\$0.01) for each hour worked from each employee in the bargaining unit to fund the Ontario Construction Secretariat. Such deduction shall be remitted in accordance with this Article.

## **ARTICLE 13 SHIFT WORK**

(for Windsor, see **APPENDIX "H"**;  
for Sarnia, see **APPENDIX "J"**)

- 13.01** Shift work shall be defined as a continuous concrete pour of not less than seventy-two (72) hours duration and shall not be put into operation until three (3) shifts can be employed for not less than three (3) consecutive days. Saturdays, Sundays and Holidays shall not be regarded as shift workdays.
- 13.02** When such shift system is put into operation, the hours and pay rates shall be as follows:
- (a) **FIRST SHIFT** from 8:00 a.m. to 4:00 p.m. with one-half (1/2) hour off for lunch for eight (8) hours' pay at regular hourly straight time rates.
  - (b) **SECOND SHIFT** from 4:00 p.m. to twelve (12) midnight with one-half (1/2) hour off for lunch for ten (10) hours pay at regular hourly straight time rates.
  - (c) **THIRD SHIFT** from twelve (12) midnight to 8:00 a.m. with one-half (1/2) hour off for twelve (12) hours' pay at regular hourly straight time rates.
- 13.03** When shifts are worked or continued on Saturdays, Sundays, and holidays, premium pay shall be based on the hours specified in above as follows:
- (a) **FIRST SHIFT** - Sixteen (16) hours pay at regular hourly straight time rates.
  - (b) **SECOND SHIFT** - Eighteen (18) hours pay at regular hourly straight time rates.
  - (c) **THIRD SHIFT** - Twenty (20) hours pay at regular hourly straight time rates.

## **ARTICLE 14 SCAFFOLDWORK**

- 14.01** Employees performing work on or from any swingstage and boson's chair shall receive one dollar and fifty cents (\$1.50) per hour in addition to their regular hourly rate of wages.

## **ARTICLE 15 NIGHT WORK**

- 15.01** At least two (2) employees, one of whom may be an apprentice, shall, where safety requires, work together at night.

## **ARTICLE 16 CLOTHING PROTECTION**

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

## **ARTICLE 17 SHOP STEWARDS AND JOB STEWARDS**

- 17.01** The Union may appoint and the employer shall recognize a steward for a shop or job. The employer and/or site representative shall be notified in writing of the name of the steward. The steward shall be recognized as the representative of the Union for the shop or job on which he is working and no discrimination shall be shown against him for carrying out his Union duties.
- 17.02** He shall assist, when requested, in adjusting grievances, differences or misunderstandings which might arise out of the interpretation, application or alleged violation of this agreement, but in no case shall his duties interfere with the progress of the work.
- 17.03** He shall police the jurisdiction of the Union. The employer agrees that the shop or job steward, all other things being equal, shall be one of the last two (2) men retained by the employer.
- 17.04** The shop or job stewards on each job will be responsible for reporting any disputes to the employer and the Union so that these can be taken up in the proper manner without delay.
- 17.05** Officers of the Union shall be granted reasonable leave of absence when required for Union business providing that reasonable notice is given to the employer.

## **ARTICLE 18 UNION REPRESENTATIVES**

- 18.01** All Union representatives shall have access to all projects or jobs during working hours. Union representatives when entering a project shall advise the supervisor or senior representative of the employer of his visit and at no time shall he interfere with the job progress.
- 18.02** Whenever security regulations prevent access to any job or project, the employer or his representative will give all possible assistance to the Union representative(s) in obtaining the necessary pass or permission to gain access to each job or project.

## **ARTICLE 19 GRIEVANCE AND ARBITRATION PROCEDURE**

- 19.01** The parties to this agreement are agreed it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 19.02** Grievances properly arising under this agreement shall be adjusted and settled as follows:

### **step 1**

Within five (5) working days after the circumstances giving rise to the grievance were known or should have been known (save and except grievances involving monetary items as defined in paragraph 19.03 below) the aggrieved employee and/or his Union representative may present a grievance, which shall be reduced to writing, to an official of the employer. Should not satisfactory settlement be reached within five (5) working days of the grievance being submitted, the respective Bargaining Agency may, within a further five (5) working days, submit the grievance to either:

- (a) The Ontario Joint Conference Board in accordance with the terms of 19.04 below; or,
  - (b) Arbitration or other final determination under the Labour Relations Act as set out in 19.06 herein.
- 19.03** Monetary grievances which are defined as those involving payment for hours of work, rates of pay, overtime, vacation



and statutory holiday pay, bonuses, premiums, travelling expenses, room and board allowances, pension and welfare contributions, Union dues and reporting allowances, must be brought forward at Step 1 within thirty (30) days after the circumstances giving rise to the grievance are known.

#### **19.04 Ontario Joint Conference Board**

The object of the Ontario Joint Labour Management Committee is to establish fair working conditions and regulations for both the employer and the employee, in the construction industry, and to maintain industrial peace. In order that these objectives may be maintained and furthered and that any differences that may arise between parties to this agreement may be settled equitably and rapidly, and also to provide the means for better understanding and co-operation between the parties, an Ontario Joint Labour Management Committee shall be established immediately upon the signing of this agreement. The Ontario Joint Labour Management Committee shall have equal representation from the employer and the Union. This Board shall meet at the request of either party to settle urgent matters, and their duties shall be, but not limited to, attempting to settle disputes or grievances prior to arbitration procedure, to investigate and recommend methods to improve trade practices, efficiency and productivity and standards of workmanship within the industry and to constantly work for improvement of labour relations and the general betterment of the industry.

**19.05** In order for a settlement of a grievance to be used by any party as a precedent in future cases, it must be filed with the Ontario Joint Conference Board for the Board's unanimous concurrence. Failing such unanimous concurrence a settlement shall be treated as being only applicable to the facts in question.

#### **19.06 Arbitration or Other Final Determination**

Where 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 established above, notify the

other party in writing of its desire to submit the difference or allegation to arbitration or other final determination under the Labour Relations Act and the notice, where applicable, shall contain the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall, within five (5) working days, advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected, shall within five (5) working days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an Arbitrator or if the two (2) appointees fail to agree upon a Chairman within the time limits, the appointment shall be made by the Minister of Labour for Ontario, upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee effected by it. The decision of a majority shall be the decision of the Arbitration Board, and if there is no majority, the decision of the Chairman shall govern. The fees and expenses of the Chairman shall be borne one-half (1/2) by the Union and one-half (1/2) by the employers. Any other expenses in connection with such arbitration shall be borne by the party which incurs them. It is understood that the authority of the Arbitration Board or the decision made by such Board is limited in that there shall be no alteration to, or addition to, or subtraction from or modification or amendment to any part of this agreement. The fees and expenses of the Chairman shall be borne equally by the parties.

## **ARTICLE 20 WORKING CONDITIONS**

**20.01** Every Journeyman and Apprentice must have the following equipment:

- |                  |                              |
|------------------|------------------------------|
| 1 - 6" Chisel    | 1 - Magnesium or Steel Float |
| 1 - 10" Chisel   | 1 - Wood Float               |
| 1 - Rub Stone    | 1 - Rub Float                |
| 1 - Rubber Float | 1 - Set of Knee Pads         |
| 1 - Hammer       | 1 - Set of Sidewalk Edger    |

- |  |                           |
|--|---------------------------|
| 1 – Set of Centre Joint Edger - Sidewalk | 1 – Small Pointing Trowel |
| 1 – Set of Floor Joint Edger             | 2 – 14" Floor Trowels     |
| 1 – 24" Level                            | 1 – Chalk Line            |
|  | 1 – Measuring Tape        |

The Employer is to supply any other tools needed that are not listed above which shall be returned to the Employer.

**20.02 Coffee or Work Breaks**

Coffee or work breaks will be recognized on all projects during working hours. These coffee or work breaks will be of ten (10) minutes duration and take place at approximately every two (2) hours during the regular, irregular and shift times defined by this agreement. The time of the coffee breaks to be determined by the project superintendent or job foreman.

**20.03** In the event overtime is to be worked, which will be approximately two (2) hours duration or more, then a work break period of ten (10) minutes will be provided before the start of such overtime.

**20.04** Where refreshments are available, arrangements shall be made by the employer to have orders taken on behalf of, and delivered to employees in the work area.

**20.05** The employer shall endeavour to alternate crews weekly, especially on screeding, when feasible.

**20.06** When assigning work crews, the apprentices shall be used in accordance with Article 9, and shall perform work under the direct supervision of a foreman or journeyman.

**20.07** Grinding of concrete ceilings is to be performed by giraffe method only, where possible.

**20.08** In the event an employee is requested to transfer to another job site during the same regular work day, the employer will pay for the cost of any additional parking cost by the employee.

**ARTICLE 21  
WORKING FOREMEN**

**21.01** The working foreman or foremen shall be the agent of the employer and the Union recognizes the right of the employer to delegate to his foreman the right to employ or discharge

any or all employees, subject to the provisions of this agreement.

- 21.02** All foremen shall be members of the Operative Plasterers' and Cement Masons' International Association of the United States and Canada.
- 21.03** Foreman premium shall be one dollar and twenty-five cents (\$1.25) per hour above the regular journeyman's hourly rate of wages province wide, except for "F", "I", "K" and "L" where the premium shall be one dollar and seventy-five cents (\$1.75) per hour.

## **ARTICLE 22**

### **JURISDICTIONAL DISPUTES**

- 22.01** When a work claim dispute arises between the Union which is a party of this agreement and any other Union, person or organizations, which cannot be settled to the satisfaction of all parties concerned, such a dispute will not be subject of a grievance under this agreement, but shall, without any stoppage of work or interference with the progress of the job, be processed as a complaint to a mutually acceptable tribunal for the resolution of such disputes. In the meantime, work will be assigned by the employer until he is otherwise directed by the tribunal. The decision of the tribunal shall be binding on the parties and compliance with such decision shall be deemed to be compliance with the provisions of this collective agreement.
- 22.02** If the parties cannot agree on a tribunal, then either party may submit the dispute for a decision to:
- (a) The Impartial Disputes Board for the Settlement of Jurisdictional Disputes in the Construction Industry or to any similar Canadian Board established by the Building and Construction Trades Department of the A.F.L. - C.I.O.
  - (b) The Ontario Labour Relations Board.

**ARTICLE 23**  
**WELFARE AND PENSION FUNDS**

- 23.01** Welfare and pension fund payments shall be as set out in the appendices attached hereto. The administration practices for the above noted funds will be in accordance with the appropriate terms and conditions of the collective agreements expiring April 30, 1978. In the event a Local Union wishes to establish such a plan then the plan shall be jointly and equally trusteeed. The trustees will establish the administrative practices and procedures subject to final approval by the parties to this agreement.
- 23.02** In the event an employer fails to mail the contributions for the Health Plan and the Pension Plan by the fifteenth (15th) day of the month due, the Trustees may charge Interest at the rate of five (5%) percent per month for any delinquent contributions thirty (30) days in arrears, provided the employer has received five (5) days prior written notice to correct such delinquency.
- 23.03** With reasonable cause, the Trustees may request an employer to submit to them within a stipulated period a certified audited statement of payroll contributions to these funds for a period not to exceed the period from the effective date of this agreement until the date the audit takes place. Such statements shall reply to the questions submitted to the employer by the trustees.
- 23.04** If the employer does not submit the certified audited statement as per 23.03 the Trustees may appoint an independent chartered accountant to enter upon the employer's premises during regular business hours to perform an audit of the employer's records only with respect to the employer's contributions or deductions to the required Employee Benefit Plan.
- 23.05** Where the Trustees appoint an auditor the cost shall be borne by the appropriate plan.
- 23.06** In the event such audit reveals that the employer has failed to remit contributions in accordance with the provisions of this agreement, the employer shall, within five (5) days of receipt of written notice from the Trustees, remit all outstanding

contributions along with completed supporting contribution report forms as required by the Plan.

- 23.07** (a) When an employer fails to remit all delinquent contributions the provisions of 23.02 shall apply and the Union, on instructions from the Trustees, shall immediately institute proceedings against the delinquent employer under Section 133 of the Labour Relations Act of Ontario. All costs of such action shall be borne by the delinquent Employer including legal cost.
- (b) If the Ontario Labour Relations Board or a Board of Arbitration finds that an employer has violated Article 3 of **this** agreement or has failed to pay the required wages to employees or failed to make the appropriate payments to the welfare and pension funds pursuant to this agreement, the OLRB or the Board of Arbitration shall require the employer to pay all reasonable costs incurred by the Union in proceeding with the grievance, included but not limited to all legal costs on a solicitor and client basis, travel, meal and accommodation costs of all witnesses, including Union representatives, conduct money, costs incurred in serving a summons, any costs incurred by the Union pursuant to Section 133 of the Labour Relations Act or otherwise, for the Board of Arbitration.
- 23.08** Where the trustees deem an employer to be a persistent delinquent in the submission of contributions, they may require the employer to post a bond or certified cheque not to exceed twenty-five thousand (\$25,000) dollars to be held in trust by the Trustees for a period to be determined by the Trustees.
- 23.09** If an employer does not have any employees in his employ he shall submit a nil report in accordance with the provisions of 23.04.

## **ARTICLE 24 CONFLICTS**

- 24.01** In the event there is a conflict between any Article of the master agreement, specialty trade appendices and a local appendix, the local appendix shall govern.

**ARTICLE 25  
APPENDICES**

**25.01** The parties agree that Appendices “ A to “N” attached hereto are incorporated into and form part of this collective agreement.

**ARTICLE 26  
PAY EQUITY**

**26.01** The parties agree that as of January 1, 1990 there are no female dominated classes within the bargaining unit, and, therefore, there are no pay equity adjustments required. This statement is deemed to constitute the Pay Equity Plan for the Employer Bargaining Agency and the Employee Bargaining Agency.

**ARTICLE 27  
AMENDING**

**27.01** The terms and conditions of this agreement may only be changed or amended by written agreement between the Employer Bargaining Agency and the Union.

**ARTICLE 28  
LOCAL SCHEDULE EXEMPTION OR AMENDMENT  
REFER TO APPENDIX “N”**

**ARTICLE 29  
APPRENTICESHIP PROGRAM  
REFER TO SCHEDULES “A” AND “B”**

**SIGNED ON BEHALF OF:  
THE EMPLOYER BARGAINING AGENCY**

Concrete Floor Contractors Association of Ontario; Sealant and Waterproofing Association; The Industrial Contractors Association of Canada; and, the Construction Labour Relations Association of Ontario.

Joe Keyes, Secretary  
Employer Bargaining Agency

Andy Pilat, Chairman  
Employer Bargaining Agency

**SIGNED ON BEHALF OF:  
THE OPERATIVE PLASTERERS' AND CEMENT MASONS'  
INTERNATIONAL ASSOCIATION OF THE UNITED  
STATES AND CANADA**

Steve Zarich, Local 598  
Business Manager/Financial Secretary



**APPENDIX "A"**  
**EMPLOYER ASSOCIATIONS**

The Construction Labour Relations Association of Ontario

6299 Airport Road

Suite 703

Mississauga ON L4V 1N3

**Contact: Joe Keyes**

Industrial Contractors Association of Canada

C/o Employer Bargaining Agency

6299 Airport Road

Suite 703

Mississauga ON L4V 1N3

**Contact: Tony Fanelli**

Concrete Floor Contractors Association of Ontario

70 Leek Cres.

Richmond Hill ON L4B 1A1

**Contact: Mary Thorburn**

Sealant and Waterproofing Association of Ontario

70 Leek Cres.

Richmond Hill ON L4B 1A1

**Contact: Mary Thorburn**

**CEMENT MASONS  
LOCAL AREA APPENDIX "B"  
SUDBURY**

- ARTICLE 1 -** Geographical Description
- ARTICLE 2 -** Rates of Wages, Welfare, Pension, Union Dues, Vacation Pay, Training Funds and Employer Contributions
- ARTICLE 3 -** Overtime and Shift Work
- ARTICLE 4 -** Reporting Allowance and/or Inclement Weather
- ARTICLE 5 -** Foreman Premiums and Ratios
- ARTICLE 6 -** Travel
- ARTICLE 7 -** Room and Board
- ARTICLE 8 -** Welfare Provisions
- ARTICLE 9 -** Sub-Contractors Provisions for General Industrial Contractors

**SUDBURY**

**ARTICLE 1 - GEOGRAPHIC DESCRIPTION**

**1.01 Northern Region - Local Union No. 598**

Manitoulin Island, the Districts of Algoma, Nipissing (save and except the townships of Chambers, Strathy, Briggs and Strathcona) and the District of Parry Sound and Sudbury.

# “SUDBURY”

## ARTICLE 2

### RATES OF WAGES, WELFARE, PENSION, UNION DUES, E.B.F. CHECK-OFF, VACATION PAY, TRAINING FUNDS, EMPLOYER CONTRIBUTIONS

#### 2.01 THE REGULAR HOURLY RATES WILL BE AS FOLLOWS:

Effective Date	Journeymen base rate	Vacation pay	Health & Welfare	Pension Fund	Training Fund	Total Package	International Working Dues	Local Union Working Dues	EBF (Incl. OCS)	EBA (Incl. OCS)
Jun 24/04	27.23	2.72	1.46	2.21	0.24	33.86		3% of gross	0.06	0.16
Jan 01/05	27.23	2.72	1.46	2.21	0.24	33.86	1% of total Package	2.7% of total Package	0.06	0.16
May 01/05	27.77	2.78	1.71	2.21	0.24	34.71	1% of total Package	2.7% of total Package	0.06	0.16
May 01/06	28.45	2.85	1.96	2.21	0.24	35.71	1% of total Package	2.7% of total Package	0.06	0.16

Check-Offs for International Dues, Local Union Dues and Employee Bargaining Fund (EBF) are to be deducted from the employees and therefore are not part of the total package.

Employer Contribution, which includes the Ontario Construction Secretariat, is in addition to the total package and is a contribution made by the employer.

Monthly Union dues are to be deducted on the first working day of each month and submitted with welfare and pension contribution to the Benefit Plan Administrator by the 15<sup>th</sup> of the month following the work month.

### **ARTICLE 3 - OVERTIME & SHIFT WORK**

- 3.01** All work after 4:30 p.m. shall be considered as overtime with the exception of shift work and such shift work shall consist of seven (7) hours worked except as modified by the provision of Article 13 of the master agreement.
- 3.02** For overtime rates refer to Master Agreement Article 8.02 and Article 11; shift work shall be paid a premium of two dollars (\$2.00) per hour.

### **ARTICLE 4 - REPORTING ALLOWANCE AND/OR INCLEMENT WEATHER**

- 4.01** Reporting Time - When an employee goes out on a job, but is unable to commence work because of weather conditions, he shall be paid one (1) hours pay, provided however, that he remains on the job for the one (1) hour, except where he has been given notice that there is no work.

### **ARTICLE 5 - FOREMAN PREMIUMS AND RATIOS**

- 5.01** Whenever five (5) or more employees are working on a job, a working foreman, who shall be a member of the O.P. & C.M.I.A. Local 598 must be provided and he shall receive one dollar and twenty-five cents (\$1.25) per hour above the regular journeyman's rate of wages.

### **ARTICLE 6 - TRAVEL: THIRTY-TWO (32) KILOMETER FREE ZONE FOR GENERAL CONTRACTORS I.C.I. FROM CITY HALL**

- 6.01** The employers shall pay twenty cents (\$0.20) per kilometer travelling expenses beyond the thirty-two (32) kilometer free zone to the job site and back to the limits of the free zone.
- 6.02** In addition, the employer shall pay a car expense of thirty-seven cents (\$0.37) per km as explained in 6.01.

### **ARTICLE 7 - ROOM AND BOARD**

- 7.01** Where an employer requests an existing employee to travel to a job location from which the employee cannot return daily, then the employer shall reimburse the employee in accordance with one of the following:

- (a) effective June 24, 2004 eighty-five dollars (\$85.00) per night out-of-town.
- (b) the actual cost of a reasonable level of accommodation and meals supported by receipts and acceptable to the employer.
- (c) the employer to arrange and provide the employee, at no cost, with a reasonable level of accommodation and meals.

## **ARTICLE 8 WELFARE PROVISIONS**

- 8.01** The welfare provisions shall be those established for Local 598 Toronto, subject to notification by the Union.

## **ARTICLE 9 SUB-CONTRACTORS PROVISIONS FOR GENERAL AND INDUSTRIAL CONTRACTORS**

- 9.01** General Contractors and Industrial Contractors shall only sub-contract work covered by this agreement to sub-contractors who are in a contractual relationship with either the Operative Plasterers and Cement Masons International Association of the United States and Canada or the Labourers International Union of North America.

**CEMENT MASONS  
LOCAL AREA APPENDIX "C"  
OTTAWA**

- ARTICLE 1 -** Geographical Description
- ARTICLE 2 -** Rates of Wages, Welfare, Pension, Union Dues, Vacation Pay, Training Funds and Employer Contributions
- ARTICLE 3 -** Hours of Work and Overtime
- ARTICLE 4 -** Reporting Allowance and/or Increment Weather Pay
- ARTICLE 5 -** Foreman Premiums and Ratios
- ARTICLE 6 -** Travel
- ARTICLE 7 -** Room and Board
- ARTICLE 8 -** Special Conditions
- ARTICLE 9 -** Sub-Contractor Provisions for General Industrial Contractors

**OTTAWA**

**ARTICLE 1  
GEOGRAPHIC DESCRIPTION**

**1.01** Eastern Region - Local Union No. 598:

The Regional Municipality of Ottawa-Carleton; the Counties of Prescott, Russell, Glengarry, Stormont, Dundas, Grenville, Lanark, Leeds, Frontenac, Renfrew, Lennox and Addington, Hastings, Peterborough, Northumberland and Prince Edward.

## “OTTAWA”

### ARTICLE 2

#### RATES OF WAGES, WELFARE, PENSION, UNION DUES, E.B.F. CHECK-OFF, VACATION PAY, TRAINING FUNDS, EMPLOYER CONTRIBUTIONS

##### 2.01 THE REGULAR HOURLY RATES WILL BE AS FOLLOWS:

Effective Date	Journeymen base rate	Vacation pay	Health & Welfare	Pension Fund	Training Fund	Total Package	International Working Dues	Local Union Working Dues	EBF (Incl. OCS)	EBA (Incl. OCS)
Jun 24/04	27.96	2.80	1.46	2.21	0.24	34.67		3% of gross	0.06	0.16
Jan 01/05	27.96	2.80	1.46	2.21	0.24	34.67	1% of total Package	2.7% of total Package	0.06	0.16
May 01/05	28.60	2.86	1.71	2.21	0.24	35.62	1% of total Package	2.7% of total Package	0.06	0.16
May 01/06	28.45	2.85	1.96	2.21	0.24	36.67	1% of total Package	2.7% of total Package	0.06	0.16

Check-Offs for International Dues, Local Union Dues and Employee Bargaining Fund (EBF) are to be deducted from the employees and therefore are not part of the total package.

Employer Contribution, which includes the Ontario Construction Secretariat, is in addition to the total package and is a contribution made by the employer.

Monthly Union dues are to be deducted on the first working day of each month and submitted with welfare and pension contribution to the Benefit Plan Administrator by the 15<sup>th</sup> of the month following the work month.

**ARTICLE 3  
OVERTIME & SHIFT WORK**

**3.01** Refer to Master Agreement Article 8.02.

**3.02** (a) Employees, when called in to work to commence finishing operations on a new concrete pour, may be called in to start work at any time after 9:00 a.m. but under no circumstances shall any employee be called in to start work after 6:30 p.m.

(b) Overtime rates shall be calculated on the basis of the regular wage rate or the rate actually paid whichever is the higher.

(c) **Transfer of Employees Under Manpower Shortage Conditions**

No employee, covered by this agreement, shall be allowed to be transferred from one (1) contractor to another contractor, for the purpose of working a second shift, unless they are paid by the second contractor, the overtime rates of wages applicable for the period in which they are working. It shall be the responsibility of both the second employer and the employee to report to the Union that a second shift is being worked, before starting work, and naming the location of the job where the work is to be performed.

**ARTICLE 4  
REPORTING ALLOWANCE AND/OR  
INCLEMENT WEATHER**

**4.01** Any employee notified to report for work and then sent home because no work is available, shall be paid a minimum of one (1) hours pay plus travel time and expense, where applicable. This shall not apply if the employee is notified not to report before 10:00 p.m. on the previous day (or if there is no work due to inclement weather occurring within the thirty-two kilometer free zone, specified in Article 6 herein).

**4.02** When an employee is requested to wait until work commences after he has reported, his waiting time shall be included as working time when calculating the regular work day.



#### 4.03 During Inclement Weather and Otherwise

- (a) Every employee shall receive a minimum of one (1) hours pay, including travel time, plus parking and expense where applicable for reporting to a job during inclement weather outside the thirty two kilometer free zone.
- (b) When the employee reports to a job site during inclement weather, at the specific request of the employer, that day, and such job is located within the thirty-two kilometer free zone, he shall be paid the one (1) hours reporting time, plus travel time and expense where applicable, if he is unable to commence work after the one (1) hour expired because of continuing inclement weather. There shall be no reprisals against any employee not starting back to work in cases where the foregoing conditions have not been complied with.
- (c) Once an employee has commenced **his** regular work day, he shall be paid a minimum of eight (8) hours, provided the employee has not refused to complete his regular work day on another location; provided also that the employee is not requested to **start** another pour at another location.
- (d) In the event that an employee is requested to transfer to another job site during the same eight (8) hour regular work day, the employer will pay the cost of any additional parking incurred by the employee.
- (e) The regular workday started on Friday may be completed at single time on Saturday. Any employee starting work on Saturday 12:01 a.m. or any holiday shall be paid at double time the regular rates.

**4.04** When an employee is required to report to the employer's shop or yard before going to a job, his paid starting time will commence from the time he reports to the said shop or yard.

**4.05** The employer also agrees that he will notify employees **of his** requirements either the evening before or not later than 10:00 a.m. on the day the employee is required to work. The

employer will not alter the starting time; save and except that the job has been entirely cancelled.

- 4.06** Any employee shall not be required to report for work after 6:30 p.m. except when he is doing shift work as determined in Article 13 of **this** agreement.

#### **ARTICLE 5 FOREMAN PREMIUMS AND RATIOS**

- 5.01** A premium rate of one dollar and twenty-five cents (\$1.25) per hour over the regular rates of pay shall be paid to journey-men employees working as foremen.
- 5.02** Whenever six (6) or more employees work on a job for any one employer, there shall be a working hourly rate paid foreman who shall be a member of the Union, and he shall be under the direction of the employer as his agent, except in instances when the employer directly supervises the job.
- 5.03** Where less than six (6) employees work on a job, one (1) person from the employer's supervisory personnel shall be designated as the person to whom the employee shall be answerable at any given time.

#### **ARTICLE 6 TRAVEL: THIRTY-TWO (32) KILOMETER RADIUS FREE TRAVEL ZONE FOR GENERAL CONTRACTORS I.C.I. FROM CITY HALL**

- 6.01** The employers shall pay twenty cents (\$0.20) per kilometer free travel zone to the job site and back to the limits of the free zone.
- 6.02** In addition, the employer shall pay a car expense of thirty-seven cents (\$0.37) per km as explained in 6.01 above.

#### **ARTICLE 7 ROOM AND BOARD**

- 7.01** Where an employer requests an existing employee to travel to a job location from which the employee cannot return daily, then the employer shall reimburse the employee in accordance with one of the following:

- (a) effective June 24, 2004 a payment of eighty-five dollars (\$85.00) per night out-of-town.
- (b) the actual cost of a reasonable level of accommodation and meals supported by receipts and acceptable to the employer.
- (c) the employer to arrange and provide the employee, at no cost, with a reasonable level of accommodation and meals.

## **ARTICLE 8 SPECIAL CONDITIONS**

### **8.01 Overtime Meal Allowance**

It is agreed between the parties that where a concrete pour will continue beyond 6:00 p.m. the employee shall be given a one-half (1/2) hour paid meal break, with a meal allowance of up to five dollars (\$5.00). This shall be paid by the employee submitting a receipt.

### **8.02 Minimum Break Following Overtime**

Employees shall be allowed eight (8) hours break before the next call to work. Any work commenced by an employee, within eight (8) hours immediately following the time he last ceased the actual performance of work, shall be paid overtime rates.

### **8.03 Manpower Scheduling**

The employer agrees to schedule a sufficient number of employees on the screeding and finishing of concrete pours to ensure that the product can be completed in a satisfactory and workmanlike manner.

### **8.04 Timing of Concrete Pours**

It is agreed that it is not in the interest of either party to commence a concrete floor pour after 9:00 a.m. on any day. It is further agreed, therefore, that concrete floor pours shall be scheduled to commence prior to 9:00 a.m. on any day.

**ARTICLE 9**  
**SUB-CONTRACTOR PROVISIONS FOR GENERAL AND**  
**INDUSTRIAL CONTRACTORS**

**9.01** General Contractors and Industrial Contractors shall only sub-contract work covered by this agreement to sub-contractors who are in a contractual relationship with either the Operative Plasterers and Cement Masons International Association **of** the United States and Canada or the Labourers International Union **of** North America.

**CEMENT MASONS  
LOCAL AREA APPENDIX "D"  
LONDON**

- ARTICLE 1 -** Geographical Description
- ARTICLE 2 -** Rates of Wages, Welfare, Pension, Union Dues, Vacation Pay, Training Funds, Employer Contributions
- ARTICLE 3 -** Reporting Allowance and/or Inclement Weather Pay
- ARTICLE 4 -** Foreman Premiums and Ratios
- ARTICLE 5 -** Travel other than Floor Finishers
- ARTICLE 6 -** Room and Board
- ARTICLE 7 -** Special Conditions
- ARTICLE 8 -** Vacation and Holidays
- ARTICLE 9 -** Travel Expense - Floor Finishing
- ARTICLE 10 -** Shift Work except Floor Finishing
- ARTICLE 11 -** Irregular Working Hours except Floor Finishing
- ARTICLE 12 -** Regular Working Hours - Floor Finishing Starting Time, Overtime and ~~Shift~~ Work
- ARTICLE 13 -** Sub-Contractors Provisions for General and Industrial Contractors LETTER OF UNDERSTANDING

**LONDON**

**ARTICLE 1  
GEOGRAPHIC DESCRIPTION**

- 1.01** London Region - Local Union No. 598:  
London, the Counties of Elgin, Middlesex, Oxford, Huron,  
Perth, Bruce, Grey.

## “LONDON”

### ARTICLE 2

#### RATES OF WAGES, WELFARE, PENSION, UNION DUES, E.B.F. CHECK-OFF, VACATION PAY, TRAINING FUNDS, EMPLOYER CONTRIBUTIONS

##### 2.01 THE REGULAR HOURLY RATES WILL BE AS FOLLOWS:

Effective Date	Journeymen base rate	Vacation pay	Health & Welfare	Pension Fund	Training Fund	Total Package	International Working Dues	Local Union Working Dues	EBF (Incl. OCS)	EBA (Incl. OCS)
Jun 24/04	28.41	2.84	1.46	1.28	0.24	34.23		3% of gross	0.06	0.16
Jan 01/05	27.94	2.79	1.46	1.80	0.24	34.23	1% of total Package	2.7% of total Package	0.06	0.16
May01/05	28.62	2.86	1.71	1.80	0.24	35.23	1% of total Package	2.7% of total Package	0.06	0.16
May 01/06	29.30	2.93	1.96	1.80	0.24	36.23	1% of total Package	2.7% of total Package	0.06	0.16

Check-Offs for International Dues, Local Union Dues and Employee Bargaining Fund (EBF) are to be deducted from the employees and therefore are not part of the total package.

Employer Contribution, which includes the Ontario Construction Secretariat, is in addition to the total package and is a contribution made by the employer.

Monthly Union dues are to be deducted on the first working day of each month and submitted with welfare and pension contribution to the Benefit Plan Administrator by the 15<sup>th</sup> of the month following the work month.

**ARTICLE 3**  
**REPORTING ALLOWANCE AND/OR INCLEMENT**  
**WEATHER PAY**

- 3.01** When an employee reports for work at the direction of the employer or his representative at the designated location and is unable to start work for any reason, he shall be paid one (1) hours pay at the regular rates for jobs within the City Limits of London, and two (2) hours pay at the regular rates of pay for jobs outside of the City Limits of London plus time and travel expense.
- 3.02** When the above conditions occur the employee shall contact the employer's office for further instructions. Should the employer or his representative or finally project manager have reason to believe that the conditions will change and permit work to proceed, he may request the employee to remain on the job site for the period of minimum recompense pay as provided in (a) above or for such longer period of time as he sees fit, providing the extra waiting time is paid for at the regular rates of pay. Should the employee fail to contact his employer at the office or home immediately on arrival to such project then the waiting time provision of this section shall only apply from the time the employer was notified of such condition at the project.
- 3.03** Should work commence and is stopped due to inclement weather the employee shall receive his regular hourly pay for actual hours worked in addition to the hours as provided in (b) below.
- 3.04**
- (a) Should an employee commence work and such work is stopped for reasons other than inclement weather, he shall receive a minimum of four (4) hours pay.
  - (b) Should an employee work more than four (4) hours but less than six (6) hours and work is stopped for reasons other than inclement weather, he shall receive a minimum of six (6) hours' pay.
  - (c) Should any employee work more than six (6) hours but less than eight (8) hours and work is stopped for reasons other than inclement weather, he shall receive a minimum of eight (8) hours' pay.

**ARTICLE 4**  
**FOREMAN PREMIUMS AND RATIOS**

- 4.01** A premium rate of one dollar and twenty-five cents (\$1.25) per hour over the regular rates of pay shall be paid to journeymen employees working as foreman.
- 4.02** A foreman shall mean a suitably qualified journeyman employee who is a member of the O.P. & C.M.I.A. and who is appointed **by** the employer to take charge of one or more jobs, in view of his superior skill and knowledge of the work to be performed, and his ability and willingness to accept responsibility. Where the crew size **is** five (5) or more employees, a foreman shall be appointed and such foreman will issue instructions and be responsible for the efficiency of the crew.
- 4.03** Where the crew size does not require a foreman such employees will receive Instruction from the project superintendent **or** his designated representative.

**ARTICLE 5**  
**TRAVEL OTHER THAN FLOOR FINISHERS**

- 5.01** All employees when employed within the forty-eight (48) kilometer radius from the City Hall, London, shall be governed **by** the working hours specified for the project, and shall provide for themselves at no cost to the employer, all necessary transportation from home to shop or project to home at quitting time.
- 5.02** Travelling expenses shall be paid to employees at ~~the~~ rate of eighteen cents (\$0.18) per kilometer when they supply their own transportation for travelling from the job to job during the working hours at the direction of the employer. In addition, his applicable rate plus all normal benefits for the time spent in travelling. This condition shall apply to all employees working beyond the forty-eight (48) kilometer radius area.
- 5.03** All employees when working outside of the forty-eight (48) kilometer radius as specified in 5.01 above shall report for work on the project at the regular starting time for the project and shall not leave the project before regular quitting time for the project.



**5.04** Any employee who is sent to work on a project outside the forty-eight (48) kilometer zone for a period of three (3) days or less shall be paid travel expenses from the City Hall of London. If the employee chooses to stay in the area of the project, he shall be paid one (1) round trip at the mileage rates and reasonable expenses for room and board.

**5.05** All employees when working on projects over forty-eight (48) kilometers radius as specified in (a) above shall be governed by and covered under the following zones:

**5.06 Zone No. 1**

Zone number one (1) shall be that area having a radius of forty-eight (48) kilometers measured from the City Hall of London. All employees working in this Zone shall supply their own transportation to and from the project or work site unless otherwise stipulated in this Article.

**Zone No. 2**

Zone number two (2) shall be that area between the forty-eight (48) and sixty-four (64) kilometer radius. All employees performing any work in this Zone shall receive travel expense at the rate of five dollars and twenty-three cents (\$5.23) per day. The City of Stratford on its entirety shall be deemed to be included in Zone No. 2.

**Zone No. 3**

Zone number three (3) shall be that area between the sixty-four (64) and eighty (80) kilometer radius. All employees performing any work in this Zone shall receive travel expenses at the rate of nine dollars and ninety-six cents (\$9.96).

**Zone No. 4**

Zone number four (4) shall be that area between the eighty (80) and ninety-six (96) kilometer radius. All employees performing any work in this Zone shall receive travel expenses at the rate of fifteen dollars and sixty-eight cents (\$15.68) per day. In all cases where mileage is paid, the most direct and practical route shall be used in calculating expenses.

**5.07** When an employee is sent by the employer to supervise or perform work outside the jurisdiction of this agreement, the employee shall be paid in accordance with, and be governed

by, all of the terms and conditions set forth in this agreement, except where the rates of pay and working conditions established for the area in which the work is to be performed, are superior to those set forth in this agreement. In this event the rates of pay and working conditions established for the area shall apply.

## **ARTICLE 6 ROOM AND BOARD**

- 6.01** Where an employer requests an existing employee to travel to a job location from which the employee cannot return daily, then the employer shall reimburse the employee in accordance with one of the following:
- (a) effective June 24, 2004 a payment of eighty-five dollars (\$85.00) per night out-of-town.
  - (b) the actual cost of a reasonable level of accommodation and meals supported by receipts and acceptable to the employer.
  - (c) the employer to arrange and provide to the employee at no cost a reasonable level of accommodation and meals.
- 6.02** If a holiday falls during a normal workweek, room and board allowance shall be paid for that day providing the employee is available for work shift prior to the holiday and the work shift following *the* holiday.
- 6.03** In the event the project is outside the jurisdiction of the agreement or one hundred and sixty-one kilometers or more from the City Hall of London, the employees shall receive a return trip calculated at twenty-cents (\$0.20) per kilometer every calendar month during the life of the project.

## **ARTICLE 7 SPECIAL CONDITIONS**

- 7.01** When an employee is required to work excessive hours of overtime, he shall be allowed a minimum of eight (8) hours' rest before reporting back to work to start another shift. Any work performed by an employee within the designated rest period immediately following the time he last ceased the

actual performance of work and continuing work performed thereafter shall continue to be paid for at overtime rates until such time as he received a full eight (8) hour rest period.

## **ARTICLE 8 VACATION AND HOLIDAYS**

Refer to Master Agreement Article 8.03 and Article 11.

## **ARTICLE 9 TRAVEL EXPENSE • FLOOR FINISHING**

- 9.01** A forty (40) kilometer free travel zone radius from the City Hall is established. Travel beyond the free zone area will be paid on the following basis:
- (i) An employee driving a company vehicle will be paid travel time allowance from point of pickup to the project and return to the point of pickup.
  - (ii) Employees who are passengers in either a company vehicle or private vehicle will receive no travel allowance in the forty (40) kilometer free travel zone area. Passengers travelling beyond the free zone area will receive three dollars (\$3.00) per day as job expense for the free area in addition to thirteen cents (\$0.13) per kilometer for each eighty (80) kilometers travelled as job expenses beyond the free zone area.
- 9.02** When transportation is provided by the employer for the purpose of transporting employees to and from the project, such transportation shall be a safe and suitable vehicle for transporting men and it shall be heated and covered to protect the employees from inclement weather. The vehicle should also be fully insured for the purpose of transporting men.
- 9.03** The designated driver of the employer's vehicle who is a member of the floor finishing crew and who is required to pick up equipment, tools, and/or men for the job shall receive one (1) hour additional pay based on regular rates. On projects one hundred and twenty-one kilometers (121) or more from the City Hall of London such driver will receive one and one-half (1 1/2) hours additional pay based on regular rates.

- 9.04** (a) When transportation is not provided by the employer for employees working jobs outside of the City Limits of London, but instead **an** employee is requested by the employer to use his own vehicle to transport himself and/or other employees to and from the project, then this employee shall be paid **thirty-seven** cents (\$0.37) per kilometer for the mileage travelled from the City Limits of London to the project and return. The mileage to be measured by the most practical direct route taken from the City Limits of London to and from the project.
- (b) **An** additional four cents (\$0.04) per kilometer over and above the amounts stated in 9.04 (a) above shall be paid to any employee when he is requested by the employer to carry the employer's tools and equipment in his vehicle. This additional mileage shall commence at the point of pickup of the tools and equipment and shall be paid for all miles travelled to and from the project.
- (c) It is mutually agreed that there shall be no discrimination if **an** employee refuses to carry tools, equipment or employees in his car.

## **ARTICLE 10**

### **SHIFT WORK EXCEPT FLOOR FINISHING**

- 10.01** Shift work shall be worked when requested by the employer. It is agreed and understood that shift work shall comprise at least two (2) separate working shifts in any one twenty-four (24) hour period.
- 10.02** All regular shift work shall take place from Monday to Friday of a calendar week. In order to adopt this system the shift periods will commence at 12:01 a.m. Monday morning and the final shift period of the week must be completed not later than 11:59 p.m. Friday evening. Each shift will be on the job for an eight (8) hour period and all shifts will be paid for their lunch break of thirty (30) minutes.
- 10.03** Regular rates of pay will be paid for the shift commencing at 8:00 a.m. and finishing at 4:00 p.m. The other two (2) shifts will be paid at the rate of one and one half (1 1/2) times the regular rate of pay.

- 10.04** All shift work between the hours of 12:01 a.m. Saturday morning and 11:59 p.m. Sunday evening shall be paid for at double the regular rate of pay.
- 10.05** No employee shall be permitted to work more than one (1) shift in any twenty-four (24) hour period unless the overtime rate of double the regular rate of pay is paid. The termination of any shift schedule shall always be not later than 11:59 p.m.
- 10.06** No employee transferred to shift work shall lose any actual working hours.

**ARTICLE 11**  
**IRREGULAR WORKING HOURS EXCEPT FLOOR**  
**FINISHING**

- 11.01** The regular working day shall consist of eight (8) hours' work between 8:00 a.m. and 4:30 p.m. with one-half (1/2) hour for lunch near mid point of the shift. Five (5) consecutive eight (8) hour working days shall constitute the regular working week beginning Monday and ending Friday of each week.
- 11.02** Overtime work will be construed to mean all hours worked in excess of those stipulated in 11.01 above. Time and one-half (1 1/2) the regular rate of pay to be paid for overtime work, and such overtime work, if worked, shall be on a voluntary basis, and no employee shall be penalized for exercising this right.
- 11.03** The normal starting and quitting times may be varied, if in the opinion of both parties, it would be beneficial to the industry to do so, and/or because the work required to be done is in occupied premises. When these conditions apply, eight (8) working hours per day shall be worked.
- 11.04** Any work performed under these conditions, outside of the regular working hours of 8:00 a.m. to 4:30 p.m. shall be paid for at one and one-eighth (1 1/8) times the regular rate of pay, save and except when overtime rates apply.

**ARTICLE 12**  
**REGULAR WORKING HOURS**  
**- FLOOR FINISHING - STARTING TIME,**  
**OVERTIME AND SHIFT WORK**

For employees employed on the finishing of all concrete floor and slabs, the following conditions shall apply:

- 12.01** All employees who commence work between the hours of 8:00 a.m. and 11:59 a.m. during the period from 8:00 a.m. Monday to 11:59 p.m. Friday with a thirty minute (30) lunch period near mid point of shift, shall be paid the regular rates of pay for the first eight (8) hours and one and one-half (1 1/2) times the regular rates of pay for all hours worked thereafter.
- 12.02** (a) For all hours worked between 6:00 a.m. Saturday and 8:00 a.m. Monday and between 12:01 a.m. and 11:59 p.m. on holidays as outlined under 11:01 of the master agreement, employees shall be paid at twice the regular rates of pay.
- (b) Notwithstanding anything stated to the contrary in paragraphs 10.01, 10.02 and 10.03 (a) above, it is agreed and understood that on new concrete pour commencing after 12:01 a.m. Saturday through to 8:00 a.m. Monday, employees shall be paid at twice (2) the regular rates of pay.

**ARTICLE 13**  
**SUB-CONTRACTORS PROVISIONS**  
**FOR GENERAL AND INDUSTRIAL CONTRACTORS**

- 13.01** General Contractors and Industrial Contractors shall only sub-contract work covered by this agreement to sub-contractors who are in a contractual relationship with either the Operative Plasterers and Cement Masons International Association of the United States and Canada or the Labourers International Union of North America.

LETTER OF UNDERSTANDING

BETWEEN:

THE GENERAL CONTRACTORS AND  
THE CEMENT AND FLOOR FINISHING  
CONTRACTORS SECTION OF THE LONDON &  
DISTRICT CONSTRUCTION ASSOCIATION

(HEREIN CALLED THE "EMPLOYER")

-AND-

THE OPERATIVE PLASTERERS' AND  
CEMENT MASONS' INTERNATIONAL ASSOCIATION  
OF UNITED STATES AND CANADA, LOCAL 598 LONDON,  
ONTARIO

(HEREIN CALLED THE "UNION")

The parties agree that should an employee be directed by either Dafoe Metallicrete Floor Co. Ltd., 631 Princess Avenue, London, Ontario, N5W 5H6, or Bravo Cement Contracting (London) Limited, 95 Enterprise Drive, London, Ontario to report for work on a project which has been tendered by and is in an area under the jurisdiction of the following companies:

Bravo Cement Contracting Limited 419 Rennie Street,  
Hamilton, Ontario L8H 3T6  
3103 Walker Road, Windsor, Ontario N8W 3R7 or

Dafoe Metallicrete Floor Co. Ltd.  
582 Rivermede Road, Concord, Ontario

Then in lieu of Article 9, Sections 9.01, 9.02 and 9.03 the employee shall be paid at the rate of one (1) hour regular pay for each eighty kilometers (80) travelled beyond the forty (40) kilometer zone of London and two dollars for the forty (40) kilometer travel zone from the City Hall of London.

DATED at London, Ontario this 2nd day of October 1978

## LETTER OF UNDERSTANDING

### BETWEEN:

**BRAVO CEMENT CONTRACTING (LONDON) LTD. (THE COMPANY)**

### AND

**OPCMIA, LOCAL 598 (THE UNION)**

In the interest of both Parties and to promote the competitiveness of the Company and its Employees, the following amendments to the Provincial Collective Agreement are hereby agreed to and become effective on the date of their ratification by the Union.

#### A. MONITORED BALANCING OF HOURS

It is the desire of both Parties that employees receive an equal number of hours of work where at all possible. To achieve this goal,

- (a) The Employer will schedule shifts and assignments to the extent possible *so* that all employees will receive the same number of hours worked.
- (b) For Projects in excess of 6,000 square feet the "4-6-8" rule will continue to apply. For Projects less **than** 6,000 square feet, the "4-6-8" rule will not apply.
- (c) Each month the Employer will meet with a person designated by the Union to ensure that the distribution of hours for each Employee is the same to the extent that it is possible and practical.

#### B. HOURS OF WORK

Hours of work shall be of 44 hours duration Monday to Friday. Hours worked beyond 10 hours per day or 44 hours per week shall be at the rate of one and one half (1 ½) times the regular rate. Overtime at the rate of twice (2x) the regular rate shall be paid for all hours worked on Saturdays, Sundays and statutory holidays.



**C. WAGE RATES**

Increases:


On signing	\$0.50
May 01/05	\$0.50
May 01/06	\$0.75
April 30/07	\$1.45
<b>Total</b>	<b>\$3.20</b>

D. The contents of this Letter of Understanding will only apply if

- (a) The LIUNA Local 1059 agree that the same conditions shall apply to it's members working for the Company.
- (b) The Company is in direct competition with other companies signatory to the Local 1059 Forming Agreement.

E. The duration of this Letter of Understanding is to April 30, 2007

Signed this 24<sup>th</sup> day of June 2004, Toronto, Ontario.

  
\_\_\_\_\_  
Joe Keyes, Secretary  
On behalf to the Employer Bargaining Agency

  
\_\_\_\_\_  
Steve Zarich, Business Manager, Local 598  
On behalf to the Employee Bargaining Agency

## **CEMENT MASONS**

### **LOCAL AREA APPENDIX "E"**

#### **TIMMINS**

- ARTICLE 1 -** Geographical Description
- ARTICLE 2 -** Rates of Wages, Welfare, Pension, Union Dues, Vacation Pay, Training Funds, Ontario Provincial Conference and Employer Bargaining Agency Contributions
- ARTICLE 3 -** Foreman
- ARTICLE 4 -** **Hours** of Work and Overtime
- ARTICLE 5 -** Out-of-town Travel and Living Expenses
- ARTICLE 6 -** General Working Conditions
- ARTICLE 7 -** Reporting Time - Inclement Weather
- ARTICLE 8 -** Older Employees
- ARTICLE 9 -** Minimum Break Following Overtime
- ARTICLE 10 -** Shop Steward
- ARTICLE 11 -** Sub-Contractors Provisions for General and Industrial Contractors

#### **TIMMINS**

##### **ARTICLE 1**

##### **GEOGRAPHIC DESCRIPTION**

###### **1.01** Local Union No. 598 - Timmins

The Districts of Cochrane and Timiskaming and the Townships of Chambers, Strathy, Briggs and Strathcona in the District of Nipissing.

# “TIMMINS”

## ARTICLE 2

### RATES OF WAGES, WELFARE, PENSION, UNION DUES, E.B.F. CHECK-OFF, VACATION PAY, TRAINING FUNDS, EMPLOYER CONTRIBUTIONS

#### 2.01 THE REGULAR HOURLY RATES WILL BE AS FOLLOWS:

Effective Date	Journeyman base rate	Vacation pay	Health & Welfare	Pension Fund	Training Fund	Total Package	International Working Dues	Local Union Working Dues	EBF (Incl. OCS)	EBA (Incl. OCS)
Jun 24/04	26.68	2.67	1.46	2.21	0.24	33.26		3% of gross	0.06	0.16
Jan 01/05	26.68	2.67	1.46	2.21	0.24	33.26	1% of total Package	2.7% of total Package	0.06	0.16
May 01/05	27.23	2.72	1.71	2.21	0.24	34.11	1% of total Package	2.7% of total Package	0.06	0.16
May 01/06	27.91	2.79	1.96	2.21	0.24	35.11	1% of total Package	2.7% of total Package	0.06	0.16

Check-Offs for International Dues, Local Union Dues and Employee Bargaining Fund (EBF) are to be deducted from the employees and therefore are not part of the total package.

Employer Contribution, which includes the Ontario Construction Secretariat, is in addition to the total package and is a contribution made by the employer.

Monthly Union dues are to be deducted on the first working day of each month and submitted with welfare and pension contribution to the Benefit Plan Administrator by the 15<sup>th</sup> of the month following the work month.

**ARTICLE 3  
FOREMAN**

**Refer to Master Agreement Article 21.**

**ARTICLE 4  
HOURS OF WORK AND OVERTIME**

**Refer to Master Agreement Article 8.02 and Article 11**

**ARTICLE 5 - OUT-OF-TOWN TRAVEL AND LIVING  
EXPENSE**

**5.01 Daily Travel Expense**

Each employee who is required to travel to work on out-of-town jobs, shall receive twenty cents (\$0.20) per kilometer for each kilometer travelled commencing from a thirty-two (32) kilometer radius **free** zone to the job and return to said limits, as travel expense on a daily basis.

**5.02** In the event a job is at a distance too great for each employee to return to **his** residence on a daily basis, each employee shall be granted permission to return to his permanent place of residence on a **three** (3) month basis at the employer's expense according to 5.01 above.

**5.03** When an employer requests an existing employee to travel to a job location from which the employee cannot return daily, then the employer shall reimburse the employee in accordance with one of the following:

- (a) effective June 24, 2004 a payment of eighty-five dollars (\$85.00) per night out-of-town.
- (b) the actual cost of a reasonable level of accommodation and meals supported by receipts and acceptable to the employer.
- (c) the employer to arrange and provide to the employer at no cost a reasonable level of accommodation and meals.

**5.04 Transportation When Report for Hire**

When an employee is unable to provide his own transportation to and from a job, the employer shall provide such

transportation and such transportation shall and/or be equal to first class rate.

- 5.05** Beyond the thirty-two kilometer (32) radius free zone, a car mileage expense of thirty-seven cents (\$0.37) per kilometer will be paid for each kilometer travelled to the job and back to said limits.

## **ARTICLE 6 GENERAL WORKING CONDITIONS**

- 6.01** Employees shall not be given excessive amounts of work which they cannot finish in a workmanlike manner.
- 6.02** Journeymen and apprentices shall be under the direction of their trade foreman only.

## **ARTICLE 7 REPORTING TIME - INCLEMENT WEATHER**

- 7.01** Unless the employer notifies each employee the previous day not to report to work the following day, each employee shall receive a minimum of one (1) hours pay for reporting to work in the event he is not able to commence work.
- 7.02** In the event an employee is asked to remain on the job and work does commence, his waiting time shall be regarded as working time in calculating the time for the day.
- 7.03** Once an employee actually commences work he shall receive not less than four (4) hours pay and if more than four (4) hours are worked, he shall receive not less than eight (8) hours pay based on the rate of the period in which he is working.

## **ARTICLE 8 OLDER EMPLOYEES**

- 8.01** When ten (10) employees are employed on one project, there shall be an older Union member employed when available and suitable. One older Union member for every ten (10) employees. The rate of wages shall be a minimum of seventy percent (70%) of the journeymen's rate.

**ARTICLE 9**  
**MINIMUM BREAK FOLLOWING OVERTIME**

- 9.01** Employees working excessive overtime hours shall be allowed an eight (8) hour rest period before commencing work again. The employer agrees that double time rate will be paid to any employee called back to work in lieu of the above.

**ARTICLE 10**  
**SHOP STEWARD**

- 10.01** The steward shall have the privilege of all overtime work the regular steward, if unable to attend on overtime work, shall appoint a temporary steward for that period of time. The steward shall also be informed of employees to be laid off at least four (4) hours in advance.

**ARTICLE 11**  
**SUB-CONTRACTOR PROVISIONS FOR GENERAL  
AND INDUSTRIAL CONTRACTORS**

- 11.01** General Contractors and Industrial Contractors shall only sub-contract work covered by this agreement to sub-contractors who are in a contractual relationship with either the Operative Plasterers and Cement Masons International Association of the United States and Canada or the Labourers International Union of North America.

## **CEMENT MASONS**

### **LOCAL AREA APPENDIX "F" HAMILTON**

- ARTICLE 1 -** Geographical Description
- ARTICLE 2 -** Rates of Wages, Welfare, Pension, Union Dues, Vacation Pay, Training Funds and Employer Contributions
- ARTICLE 3 -** Hours of Work and Overtime
- ARTICLE 4 -** Reporting Allowance and/or Inclement Weather Pay
- ARTICLE 5 -** Foreman Premiums and Ratios
- ARTICLE 6 -** Travel
- ARTICLE 7 -** Room and Board
- ARTICLE 8 -** Sub-Contractors Provisions for General and Industrial Contractors

### **HAMILTON**

#### **ARTICLE 1 GEOGRAPHICAL DESCRIPTION**

- 1.01** Hamilton Region - Local Union No. 598 Hamilton: the Counties of Halton, Wentworth, and Haldimand, and the Townships of Caistor, North and South Grimsby, Clinton and Gainsborough in the County of Lincoln.

## “HAMILTON”

### ARTICLE 2

#### RATES OF WAGES, WELFARE, PENSION, UNION DUES, E.B.F. CHECK-OFF, VACATION PAY, TRAINING FUNDS, EMPLOYER CONTRIBUTIONS

##### 2.01 THE REGULAR HOURLY RATES WILL BE AS FOLLOWS:

Effective Date	Journeyman base rate	Vacation pay	Health & Welfare	Pension Fund	Training Fund	Total Package	International Working Dues	Local Union Working Dues	EBF (Incl. OCS)	EBA (Incl. OCS)
Jun 24/04	28.14	2.81	1.46	2.21	0.24	34.86		3% of gross	0.06	0.16
Jan 01/05	28.14	2.81	1.46	2.21	0.24	34.86	1% of total Package	2.7% of total Package	0.06	0.16
May 01/05	28.82	2.88	1.71	2.21	0.24	35.86	1% of total Package	2.7% of total Package	0.06	0.16
May01/06	29.59	2.96	1.96	2.21	0.24	36.96	1% of total Package	2.7% of total Package	0.06	0.16

Check-Offs for International Dues, Local Union Dues and Employee Bargaining Fund (EBF) are to be deducted from the employees and therefore are not part of the total package.

Employer Contribution, which includes the Ontario Construction Secretariat, is in addition to the total package and is a contribution made by the employer.

Monthly Union dues are to be deducted on the first working day of each month and submitted with welfare and pension contribution to the Benefit Plan Administrator by the 15<sup>th</sup> of the month following the work month.



**ARTICLE 3  
HOURS OF WORK AND OVERTIME**

- 3.01** Refer to Master Agreement Article 8 and Article 11.
- 3.02** Nothing in this agreement shall be construed as a guarantee or limitation of the number of hours to be worked for any period of time.

**ARTICLE 4  
REPORTING ALLOWANCE AND/OR INCLEMENT  
WEATHER**

- 4.01** Unless an employee has been previously informed not to report for work the following conditions will prevail:

(a) Reporting Time

One (1) hours pay shall be allowed by the employer requesting an employee to report at the employer's project when said employee reports for work and work is not available for reasons other than inclement weather, provided the employee remains on the project for the one (1) hour after his designated starting time if requested, and provided that if any work is available for the trade the number of employees required by the employer will remain to do the work available.

(b) Inclement Weather

One (1) hours pay, together with such travelling expenses as provided by this agreement, shall be allowed by the employer affected when an employee covered by this agreement reports for work at the employer's project but work is not available due to inclement weather provided the employee remains on the project for one (1) hour after his designated starting time.

- 4.02** Every employee of Local 598 who commences work and there is less than four (4) hours work shall receive four (4) hours pay at regular rates. Any employee of Local 598 who works on any project which lasts more than four (4) hours shall receive eight (8) hours pay at regular rates, providing he **Is** willing to do any work assigned to him during these hours.

**ARTICLE 5  
FOREMAN PREMIUMS AND RATIOS**

- 5.01** Refer to Master Agreement Article 21.

**ARTICLE 6  
TRAVEL**

- 6.01** Free Travel Zone

The area bounded by a line drawn from the south shore of Lake Ontario in a southerly direction on No. 50 sideroad (West of Winona) to No. 20 Highway, westerly on No. 20 Highway to No. 53 Highway, along No. 53 Highway to No. 52 Highway, northerly on No. 52 to No. 5 Highway, easterly on No. 5 Highway to the Burlington-Oakville town line, and southerly on the said town line to Lake Ontario.

- 6.02** When the employer requires employees to travel to a distance beyond the areas as defined in Section 6.01 aforementioned, each employee shall receive an allowance of twenty cents (\$0.20) per kilometer to the job site and back to said limits.
- 6.03** It is recognized that for certain projects which are located in areas isolated from public transportation routes, it will be desirable for the employer to make specific transportation arrangements with their employees.

**ARTICLE 7  
ROOM AND BOARD**

- 7.01** Where an employer requests an existing employee to travel to a job location from which the employee cannot return daily, then the employer shall reimburse the employee in accordance with one of the following:
- (a) effective June 24, 2004 a payment of eighty-five dollars (\$85.00) per night out-of-town.
  - (b) the actual cost of a reasonable level of accommodation and meals supported by receipts and acceptable to the employer.
  - (c) the employer to arrange and provide to the employee at no cost a reasonable level of accommodation and meals.

**ARTICLE 8**  
**SUB-CONTRACTORS PROVISIONS FOR GENERAL  
AND INDUSTRIAL CONTRACTORS**

**8.01** General Contractors and Industrial Contractors shall only sub-contract work covered by this agreement to sub-contractors who are in a contractual relationship with either the Operative Plasterers and Cement Masons International Association of the United States and Canada or the Labourers International Union of North America.

**CEMENT MASONS  
LOCAL AREA APPENDIX "G"**

**THUNDER BAY**

- ARTICLE 1 -** Geographical Description
- ARTICLE 2 -** Rates of Wages, Welfare, Pension, Union Dues, Vacation Pay, Training Funds, Employer Contributions
- ARTICLE 3 -** Hours of Work and Overtime
- ARTICLE 4 -** Reporting Allowance and/or Inclement Weather Pay
- ARTICLE 5 -** Foreman Premiums and Ratios
- ARTICLE 6 -** Travel - Car Allowance - Room and Board
- ARTICLE 7 -** Sub-Contractors Provisions for General and Industrial Contractors

**THUNDER BAY**

**ARTICLE 1  
GEOGRAPHICAL DESCRIPTION**

- 1.01** Northwestern Region - Local Union No. 598 Thunder Bay: the Districts of Patricia, Kenora, Rainy River and Thunder Bay.

## “THUNDER BAY”

### ARTICLE 2

#### RATES OF WAGES, WELFARE, PENSION, UNION DUES, E.B.F. CHECK-OFF, VACATION PAY, TRAINING FUNDS, EMPLOYER CONTRIBUTIONS

##### 2.01 THE REGULAR HOURLY RATES WILL BE AS FOLLOWS:

Effective Date	Journeyman base rate	Vacation pay	Health & Welfare	Pension Fund	Training Fund	Total Package	International Working Dues	Local Union Working Dues	EBF (Incl. OCS)	EBA (Incl. OCS)
Jun 24/04	27.05	2.71	1.46	2.21	0.24	33.67		3% of gross	0.06	0.16
Jan 01/05	27.05	2.71	1.46	2.21	0.24	33.67	1% of total Package	2.7% of total Package	0.06	0.16
May 01/05	27.65	2.76	1.71	2.21	0.24	34.57	1% of total Package	2.7% of total Package	0.06	0.16
May 01/06	28.37	2.84	1.96	2.21	0.24	35.62	1% of total Package	2.7% of total Package	0.06	0.16

Check-Offs for International Dues, Local Union Dues and Employee Bargaining Fund (EBF) are to be deducted from the employees and therefore are not part of the total package.

Employer Contribution, which includes the Ontario Construction Secretariat, is in addition to the total package and is a contribution made by the employer.

Monthly Union dues are to be deducted on the first working day of each month and submitted with welfare and pension contribution to the Benefit Plan Administrator by the 15<sup>th</sup> of the month following the work month.

**ARTICLE 3  
HOURS OF WORK AND OVERTIME**

Refer to Master Agreement Article 8 and Article 11.

**ARTICLE 4  
REPORTING ALLOWANCE AND/OR INCLEMENT  
WEATHER**

- 4.01** A minimum of one (1) hours pay shall be paid to any employee called on a job and there is no work providing weather conditions are suitable.

**ARTICLE 5  
FOREMAN PREMIUMS AND RATIOS**

Refer to Master Agreement Article 21.

**ARTICLE 6  
TRAVEL - CAR-ALLOWANCE- ROOM AND BOARD**

- 6.01** A thirty-two (32) kilometer radius free travel zone from City Hall for General Contractors I.C.I.
- 6.02** The employers shall pay twenty cents (\$0.20) per kilometer travelling expenses beyond the thirty-two (32) kilometer **free** zone to the job site and back to the limits of the free zone.
- 6.03** In addition the employer shall pay a car expense of thirty-seven cents (\$0.37) per kilometer for each kilometer travelled outside the free zone to the job site and back to the limits of the free zone.
- 6.04** Where an employer requests **an** existing employee to travel to a job site location from which the employee cannot return daily, then the employer shall reimburse the employee in accordance with one of the following:
- (a) effective June 24, 2004 a payment of eighty-five dollars (\$85.00) per night out-of-town.
  - (b) the actual cost of a reasonable level of accommodation and meals supported by receipts and acceptable to the employer.

- (c) the employer to arrange and provide to the employee at no cost a reasonable level of accommodation and meals.

**ARTICLE**  
**SUB-CONTRACTORSPROVISIONS FOR GENERAL AND**  
**INDUSTRIAL CONTRACTORS**

**7.01** General Contractors and Industrial Contractors shall only sub-contract work covered by this agreement to sub-contractors who are in a contractual relationship with either the Operative Plasterers and Cement Masons International Association of the United States and Canada or the Labourers International Union of North America.

**CEMENT MASONS  
LOCAL AREA APPENDIX "H"**

**WINDSOR**

- ARTICLE 1 -** Geographical Description
- ARTICLE 2 -** Rates of Wages, Welfare, Union Dues, Vacation Pay, Employer Contributions
- ARTICLE 3 -** Hours of Work and Overtime
- ARTICLE 4 -** Reporting Allowance and/or Inclement Weather Pay
- ARTICLE 5 -** Foreman Premiums and Ratios
- ARTICLE 6 -** Travel
- ARTICLE 7 -** Room and Board
- ARTICLE 8 -** Shift Work
- ARTICLE 9 -** Sub-Contractors Provisions for General and Industrial Contractors

**WINDSOR**

**ARTICLE 1  
GEOGRAPHICAL DESCRIPTION**

- 1.01** Windsor Region - Local Union No. 598 Windsor; the County of Essex and part of Kent.



**“WINDSOR”**

**ARTICLE 2**

**RATES OF WAGES, WELFARE, PENSION, UNION DUES, E.B.F. CHECK-OFF, VACATION PAY,  
TRAINING FUNDS, EMPLOYER CONTRIBUTIONS**

**2.01 THE REGULAR HOURLY RATES WILL BE AS FOLLOWS:**

Effective Date	Journeymen base rate	Vacation pay	Health & Welfare	Pension Fund	Training Fund	Total Package	International Working Dues	Local Union Working Dues	EBF (Incl. OCS)	EBA (Incl. OCS)
Jun 24/04	29.03	2.90	1.46	1.28	0.24	34.91		3% of gross	0.06	0.16
Jan 01/05	28.83	2.88	1.46	1.50	0.24	34.91	1% of total Package	2.7% of total Package	0.06	0.16
May 01/05	29.46	2.95	1.71	1.50	0.24	35.86	1% of total Package	2.7% of total Package	0.06	0.16
May 01/06	30.24	3.02	1.96	1.50	0.24	36.96	1% of total Package	2.7% of total Package	0.06	0.16

Check-Offs for International Dues, Local Union Dues and Employee Bargaining Fund (EBF) are to be deducted from the employees and therefore are not part of the total package.

Employer Contribution, which includes the Ontario Construction Secretariat, is in addition to the total package and is a contribution made by the employer.

Monthly Union dues are to be deducted on the first working day of each month and submitted with welfare and pension contribution to the Benefit Plan Administrator by the 15<sup>th</sup> of the month following the work month.

### **ARTICLE 3 HOURS OF WORK AND OVERTIME**

Refer to Master Agreement Article 8 and Article 11.

### **ARTICLE 4 REPORTING ALLOWANCE AND/OR INCLEMENT WEATHER**

- 4.01** When an employee employed on a job or project, reports as usual for work but is unable to commence work because of circumstances beyond his control, he shall be given **one (1)** hours pay plus travelling allowance for reporting on the job, provided however, that the employee remains on the job during the one (1) hour period and performs any work requested which, in the opinion of the judgement of his foreman, after conferring with the job steward, can be accomplished. If reporting time occurs during Saturday, Sunday and Holidays or overtime hours, then the overtime rates shall apply. Travel allowance shall be paid for reporting.
- 4.02** The above regulation shall also apply to a workman who is ordered to report to the employer's shop or yard.
- 4.03** If the employee is requested by the employer representative on the job site to wait on the site, he shall be paid **his** regular rate for such waiting time.
- 4.04** No employee shall be laid off or dismissed within the first four **(4)** hours after reporting to work except for serious misconduct. Any employee sent out by the Union to a job at the request of an employer shall be paid the equivalent of one (1) hour's pay if not employed. Employers shall notify the Union in writing of the dissatisfactions found in any employee at the time of lay-off.
- 4.05** If an employee reports for work but is unable to commence work because of climatic conditions, he shall be given one (1) hours pay and travelling allowance for reporting to the job, provided he can commence work within the said one (1) hour.

## **ARTICLE 5 FOREMAN PREMIUMS AND RATIOS**

Refer to Master Agreement Article 21.

## **ARTICLE 6 TRAVEL**

- 6.01** (a) A thirty-two (32) kilometer radius free travel zone from Hwy. 401 and Walker Road for General Contractors I.C.I.
- (b) **Kent County - Employees Providing Transportation:** There shall be a free zone within a thirty-two (32) kilometer radius of the Chatham City Hall; no travel allowance shall be paid to the employees working in this area.
- 6.02** The employers shall pay twenty cents (\$0.20) per kilometer travelling expenses beyond the thirty-two (32) kilometer free travel zone to the job site and back to the limits of the free zone.
- 6.03** In addition the employer shall pay a car expense of thirty seven cents (\$0.37) per kilometer for each kilometer travelled beyond the free zone to the job site and back to the limits of the free zone.

## **ARTICLE 7 ROOM AND BOARD**

- 7.01** Where an employer requests an existing employee to travel to a job location from which the employee cannot return on a daily basis, then the employer shall reimburse the employee in accordance with one of the following:
- (a) effective June 24, 2004 a payment of eighty-five dollars (\$85.00) per night out-of-town.
- (b) the actual cost of a reasonable level of accommodation and meals supported by receipts and acceptable to the employer.
- (c) the employer to arrange and provide to the employee, at no cost, with a reasonable level of accommodation and meals.

**ARTICLE 8  
SHIFT WORK**

- 8.01** (a) When work is performed in more than one shift, any employee working on any shift commencing after 3:00 p.m. shall be paid a premium of two dollars (\$2.00) per hour for eight (8) hours.
- (b) Any hours worked in excess of those stipulated in 8.01 (a) above from Monday to Friday shall be paid at one and one-half (1 1/2) times the regular rate.
- (c) Any hours worked in any shift, commencing on a Saturday, Sunday or a holiday shall be paid at double (2 X's) the regular hourly rate. Any shift commencing on Friday and ending on Saturday shall be paid at normal rates as per 8.01 (b) above.

**ARTICLE 9  
SUB-CONTRACTORS PROVISIONS FOR GENERAL AND  
INDUSTRIAL CONTRACTORS**

- 9.01** General Contractors and Industrial Contractors shall only sub-contract work covered by this agreement to sub-contractors who are in a contractual relationship with either the Operative Plasterers and Cement Masons International Association of the United States and Canada or the Labourers International Union of North America.

**CEMENT MASONS  
LOCAL AREA APPENDIX "F"**

**TORONTO**

- ARTICLE 1 -** Geographical Description
- ARTICLE 2 -** Rates of Wages, Welfare, Pension, Union Dues, Vacation Pay, Training Funds, Employer Contributions
- ARTICLE 3 -** Overtime, Hours of Work and Shift Premiums
- ARTICLE 4 -** Reporting Allowance and/or Inclement Weather Pay
- ARTICLE 5 -** Foreman Premiums and Ratios
- ARTICLE 6 -** Travel
- ARTICLE 7 -** Special Conditions
- ARTICLE 8 -** Sub-Contractors Provisions for General and Industrial Contractors

**TORONTO**

**ARTICLE 1  
GEOGRAPHICAL DESCRIPTION**

- 1.01** Southern and Central Region - Local Union No. 598 Toronto; counties of Victoria, Durham, Ontario, York, Dufferin, Simcoe, Peel and the Districts of Muskoka and Haliburton, **also part** of the county of Halton as described in Board Area 8 set out by "The Ontario Labour Relations Board Construction Industry Division".

## “TORONTO”

### ARTICLE 2 RATES OF WAGES, WELFARE, PENSION, UNION DUES, E.B.F. CHECK-OFF, VACATION PAY, TRAINING FUNDS, EMPLOYER CONTRIBUTIONS

#### 2.01 THE REGULAR HOURLY RATES WILL BE AS FOLLOWS:

Effective Date	Journeyman base rate	Vacation pay	Health & Welfare	Pension Fund	Training Fund	Total Package	International Working Dues	Local Union Working Dues	EBF (Incl. OCS)	EBA (Incl. OCS)
Jun 24/04	31.56	3.16	1.46	2.21	0.24	38.63		3% of gross	0.06	0.16
Jan 01/05	31.30	3.13	1.46	2.50	0.24	38.63	1% of total Package	2.7% of total Package	0.06	0.16
May 01/05	32.16	3.22	1.71	2.50	0.24	39.83	1% of total Package	2.7% of total Package	0.06	0.16
May 01/06	33.03	3.30	1.96	2.50	0.24	41.03	1% of total Package	2.7% of total Package	0.06	0.16

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Check-Offs for International Dues, Local Union Dues and Employee Bargaining Fund (EBF) are to be deducted from the employees and therefore are not part of the total package.

Employer Contribution, which includes the Ontario Construction Secretariat, is in addition to the total package and is a contribution made by the employer.

Monthly Union dues are to be deducted on the first working day of each month and submitted with welfare and pension contribution to the Benefit Plan Administrator by the 15<sup>th</sup> of the month following the work month.

**“TORONTO”  
CEMENT FINISHERS’ APPRENTICES**

**Jun 24/04    Jan 01/05    May 01/05    May 01/06**

First (1st) Year (0 Hrs. To 2000 Hrs.) 65% Of Wages	\$20.51	\$20.35	\$20.90	21.47
Second (2nd) Year (2000 Hrs. To 4000 Hrs.) 75% Of Wages	\$23.67	\$23.48	\$24.12	24.77
Third (3rd) Year (4000 Hrs. To 6000 Hrs.) 90% Of Wages	\$28.40	\$28.17	\$28.94	29.73

**ARTICLE 3  
OVERTIME, HOURS OF WORK AND SHIFT PREMIUMS**

- 3.01** All work done in excess of the regular workday shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay.
- 3.02** Where the workday on a concrete pour commences prior to 7:00 a.m., the rate of pay shall be at time and one-half (1 1/2) up to 7:00 a.m., after which the rate shall be straight time for eight (8) hours.

**ARTICLE 4  
REPORTING ALLOWANCE AND/OR INCLEMENT  
WEATHER**

- 4.01** Any cement mason notified to report for work, then sent home because of no work being available due to inclement weather, shall be paid the minimum of one (1) hours pay plus travelling expenses where applicable. Any cement mason notified to report to work, then sent home because of no work being available, due to any other reason other than inclement weather, shall be paid the minimum of two (2) hours pay plus travelling expenses where applicable.
- 4.02** This shall not apply if the employee is notified the previous day not to report.

- 4.03** When an employee reports for work and no work is available and he is requested to wait until work commences, his waiting time shall be regarded as working time in calculating the regular work day's pay.

**ARTICLE 5  
FOREMAN PREMIUMS AND RATIOS**

Refer to Master Agreement Article 21.

**ARTICLE 6  
TRAVEL**

- 6.01** A free travel zone applies to all Contractors falling under this Appendix as follows:  
West to Highway #25  
North to Highway #9  
East to Highway #12
- 6.02** The employers shall pay twenty-three cents (\$0.23) per kilometer travelling expenses beyond the free zone, contained in article 6.01, to the job site and back to the limits of the free zone.
- 6.03** In addition, the employer shall pay a car expense of thirty-seven cents (\$0.37) per kilometer beyond the free zone to the job site back to the limits of the free zone.
- 6.04** Where an employer requests an existing employee to travel to a job location from which the employee cannot return daily, then the employer shall reimburse the employee in accordance with one of the following:
- (a) effective June 24, 2004 a payment of eighty-five dollars (\$85.00) per night out-of-town.
  - (b) the actual cost of a reasonable level of accommodation **and** meals supported by receipts and acceptable to the employer.
  - (c) the employer to arrange and provide to the employee, at no cost a reasonable level of accommodation and meals.



**6.04** Parking OLRB Area #8

Parking shall be paid on presentation of receipts to a maximum of \$15.00 per day on projects falling within the area: Steeles Avenue on the north, Dixie Road on the west, Highway #48 on the east and Lake Ontario on the south.

**ARTICLE 7  
SPECIAL CONDITIONS**

- 7.01** Every member of Local 598 who is called out for work and there is less than four hours work shall receive four hours pay at regular rates. Any member of Local 598 who works on any project which lasts more than four hours shall receive eight hours (8) pay at regular rates.

**ARTICLE 8  
SUB-CONTRACTORS PROVISIONS FOR GENERAL AND  
INDUSTRIAL CONTRACTORS**

- 8.01** General Contractors and Industrial Contractors shall only sub-contract work covered by this agreement to sub-contractors who are in a contractual relationship with either the Operative Plasterers and Cement Masons International Association of the United States and Canada or the Labourers International Union of North America.

**CEMENT MASONS  
LOCAL AREA APPENDIX “J”**

**SARNIA**

- ARTICLE 1 -** Geographical Description
- ARTICLE 2 -** Rates of Wages, Welfare, Pension, Union Dues, Vacation Pay, Training Funds, Employer Contributions
- ARTICLE 3 -** Hours of **Work and** Overtime and Shift Work
- ARTICLE 4 -** Reporting Allowance and/or Inclement Weather Pay
- ARTICLE 5 -** Travel
- ARTICLE 6 -** Special Conditions
- ARTICLE 7 -** Sub-Contractors Provisions for General and Industrial Contractors

**SARNIA**

**ARTICLE 1  
GEOGRAPHICAL DESCRIPTION**

- 1.01** Sarnia Region - Local **Union** No. 598 Sarnia; County of Lambton and **part** of Kent excluding the City of Chatham.

## “SARNIA”

### ARTICLE 2

#### RATES OF WAGES, WELFARE, PENSION, UNION DUES, E.B.F. CHECK-OFF, VACATION PAY, TRAINING FUNDS, EMPLOYER CONTRIBUTIONS

##### 2.01 THE REGULAR HOURLY RATES WILL BE AS FOLLOWS:

Effective Date	Journeymen base rate	Vacation pay	Health & Welfare	Pension Fund	Training Fund	Total Package	International Working Dues	Local Union Working Dues	EBF (Incl. OCS)	EBA (Incl. OCS)
Jun 24/04	27.25	2.72	1.46	1.28	0.24	32.95		3% of gross	0.06	0.30
Jan 01/05	26.06	2.61	1.46	2.58	0.24	32.95	1% of total Package	2.7% of total Package	0.06	0.30
May 01/05	26.79	2.68	1.71	2.58	0.24	34.00	1% of total Package	2.7% of total Package	0.06	0.35
May 01/06	27.61	2.76	1.96	2.68	0.24	35.15	1% of total Package	2.7% of total Package	0.06	0.35

Check-Offs for International Dues, Local Union Dues and Employee Bargaining Fund (EBF) are to be deducted from the employees and therefore are not part of the total package.

Employer Contribution, which includes the Ontario Construction Secretariat, is in addition to the total package and is a contribution made by the employer.

Monthly Union dues are to be deducted on the first working day of each month and submitted with welfare and pension contribution to the Benefit Plan Administrator by the 15<sup>th</sup> of the month following the work month.

**ARTICLE 3**  
**HOURS OF WORK, OVERTIME AND SHIFT WORK**

- 3.01** Overtime will be construed to mean all hours worked in excess of those stipulated in Article 8 of the Master Agreement. Refer to Master Agreement Article 11 for Holidays.
- 3.02** Shift Work

In the event of it becoming necessary to work shift work in any job, to qualify as a "Shift Job" two full shifts must be worked and all of these shifts must have continued for at least five (5) consecutive working days. Afternoon shift 4:30 p.m. to 12 midnight, eight (8) hours pay for seven (7) hours work. Night shift 12 midnight to eight (8) a.m. eight (8) hours pay for six (6) hours work. Half hour lunch breaks on the Afternoon and Night Shifts will be paid time.

**ARTICLE 4**  
**REPORTING ALLOWANCE AND/OR INCLEMENT  
WEATHER PAY**

- 4.01** When an employee reports for work at the recognized starting time of any day that he is required to report for work, he shall receive a minimum of one (1) hours pay at the applicable hourly rate, in the event he is unable to start work for any reason plus all normal employer contributions, vacation pay allowances, including all travel and living expenses where applicable.
- 4.02** Once an employee actually commences work, he shall receive not less than four (4) hours' pay, or if the work continues beyond 12:30 p.m., he shall receive not less than eight (8) hours' pay. The foregoing **shall** not apply when inclement weather prevents work from proceeding.

**ARTICLE 5**  
**TRAVEL**

- 5.01** A Thirty-two (32) kilometer radius free travel zone from City Hall for General Contractors I.C.I.
- 5.02** The employers shall pay twenty cents (\$0.20) per kilometer travelling expenses for each kilometer travelled beyond the

thirty-two (32) kilometer free zone to the job site and back to the limits of the free zone.

**5.03** In addition on projects outside Lambton County, the employer shall pay a car expense of thirty-seven cents (\$0.37) per kilometer for kilometers travelled beyond the free zone to the job site and back to the limits of the free zone.

**5.04** Room and Board

Where an employer requests an existing employee to travel to a job location from which the employee cannot return daily, then the employer shall reimburse the employee in accordance with one of the following:

- (a) effective June 24, 2004 a payment of eighty-five dollars (\$85.00) per night out-of-town.
- (b) the actual cost of a reasonable level of accommodation and meals supported by receipts and acceptable to the employer.
- (c) the employer to arrange and provide to the employee, at no cost a reasonable level of accommodation and meals.

**ARTICLE 6  
SPECIAL CONDITIONS**

**6.01** When an employee is required to work excessive hours of overtime, he shall be allowed a minimum eight (8) hour rest period before reporting back to work to start another shift. Any work performed by an employee, within the designated eight (8) hour rest period immediately following the time he last ceased the actual performance of work and any continuing work performed thereafter shall continue to be paid for at overtime rates until such time he receives a full eight (8) hour rest period.

**ARTICLE 7  
SUB-CONTRACTORS PROVISIONS FOR GENERAL AND  
INDUSTRIAL CONTRACTORS**

**7.01** General Contractors and Industrial Contractors shall only sub-contract work covered by this agreement to sub-contractors who are in a contractual relationship with either

the Operative Plasterers and Cement Masons International Association of the United States and Canada or the Labourers International Union of North America.

#### **ARTICLE 8**

#### **MAJOR PROJECTS - SPECIAL JOB SITE CONDITIONS**

- 8.01** Refer to “Letter of Understanding” on file at the Sarnia Construction Association and Cement Mason Local Union #598 - Sarnia Region Office.

**CEMENT MASONS  
LOCAL AREA APPENDIX "K"**

- ARTICLE 1 -** Union Security
- ARTICLE 2 -** Classifications, Wages and Method of Payment
- ARTICLE 3 -** Security
- ARTICLE 4 -** Reporting Time, Inclement Weather
- ARTICLE 5 -** Waterproofing Foreman
- ARTICLE 6 -** Craft Jurisdiction
- ARTICLE 7 -** Travel and Living Expenses
- ARTICLE 8 -** Holidays
- ARTICLE 9 -** Workweek, Workday
- ARTICLE 10-** Swing Scaffold
- ARTICLE 11-** Working Conditions
- ARTICLE 12-** Subletting
- ARTICLE 13-** Employee Contributions and Union Check-offs
- ARTICLE 14-** Payment of Wages
- ARTICLE 15-** Sub-Contractors Provision - Specialty Contractors Only
- ARTICLE 16-** Rate of Wages, Premiums, Travel, Room and Board, Overtime, Reporting Time, Welfare, Pension and Check-offs

**SPECIALTY TRADE - APPENDIX "K"**  
**WATERPROOFING**

**ARTICLE 1**

**UNION SECURITY, COMPULSORY MEMBERSHIP**

- 1.01** The employer agrees to employ only members in good standing with this Union on work coming within the scope of this agreement.
- 1.02** The employer agrees when hiring Waterproofers to do any of the work covered by this agreement, to inform the Union of his requirements for Waterproofers required for the following day, in order to permit the Union to furnish such Waterproofers from the membership of the union. Twenty-four (24) hours notice.
- 1.03** No employee shall be discriminated against in hiring or continuation of his employment because of age only.
- 1.04** Providing members of the Union are not available, the employer may obtain his needed supply of Waterproofers elsewhere, and shall Inform the Union of the names of such men on the date of their employment, and the Business Representative of the Union shall be granted permission to interview them with the view of recruiting them into Union membership. In the event that any such man does not elect to become a member of the Union within five (5) working days following his employment, he shall cease to be employed by the employer.
- 1.05** All employees shall, as a condition of employment be members of the Union.
- 1.06** The employer may request by name the recall of an employee, if unemployed, who has worked during the proceeding twelve (12) months for that employer. The Union shall comply with the request if these conditions have been met.

**ARTICLE 2**

**CLASSIFICATIONS, WAGES AND METHOD OF PAYMENT**

- 2.01** "Employees" under this agreement shall mean Journeymen Waterproofers, Apprentice Waterproofers, Pre-Apprentice Waterproofers.



- 2.02** Once a workman has been classified, his classification shall not be changed from employer to employer.
- (a) Pre-Apprentices and Apprentices employed under the jurisdiction of this agreement shall be required to participate in the Waterproofers' Apprenticeship Program as described in Schedule "B" of this agreement.
  - (b) Any Apprentice refusing to participate in the Local Apprenticeship Program as described in Schedule "B" of this agreement, when directed by the Local Apprenticeship Committee, shall be sufficient cause for suspension or discharge from employment within the terms of this agreement.
  - (c) The Pre-Apprentice Waterproofer shall serve a term consisting of 0 to 1,000 hours at the following rates:
    - (i) 60% of the Journeyman rate.
    - (ii) the same welfare provisions as accorded to journeymen under this agreement.
    - (iii) vacation Pay and Statutory Holiday Pay - 6% of total earnings.
    - (iv) Re-Apprentices will not be paid the pension accorded to journeymen.
  - (d) Apprentices shall serve three terms of 2,000 hours per term at the following rates:
    - (i) first term of 2,000 hours at 70% of the journeyman rate.
    - (ii) second term 2,000 hours - 80% of the journeyman rate.
    - (iii) third term 2,000 hours - 90% of the journeyman rate.
  - (e) Apprentices in their first term as defined above will receive:
    - (i) the same welfare provisions as accorded to journeymen under this agreement.
    - (ii) vacation pay and statutory holiday pay - six per cent (6%) of total earnings.

- (iii) first term apprentices will not be paid the pension accorded to journeymen.
- (f) Second and third-year Apprentices shall receive the same contributions accorded to the journeymen under this agreement.

### **ARTICLE 3 SENIORITY**

- 3.01** During lay-off periods the employer shall endeavour to retain those employees with more seniority; provided in each case the employee's skills are normally required to perform the available work.

### **ARTICLE 4 REPORTING TIME, INCLEMENT WEATHER**

- 4.01** Any Waterproofer notified to report for work, then sent home because of no work being available, shall be paid ' the minimum of two (2) hours pay plus travelling expenses where applicable.
- 4.02** This shall not apply if *the* employee is notified the previous day not to report.
- 4.03** When an employee is required to report for work and no work is available and he is requested to wait until work commences, his waiting time shall be regarded as working time in calculating the regular work days pay.
- 4.04** Once an employee actually commences work, he shall be guaranteed a minimum of two (2) hours of work at the regular rate of pay. Any member who works on any project which lasts more than four (4) hours but less than eight (8) hours shall receive eight (8) hours pay at regular rates provided that the failure to work eight (8) hours is not caused by adverse weather conditions.
- 4.05** Where time is lost during regular working hours, Monday through Friday, due to inclement weather then make-up time, not to exceed eight (8) hours, may be worked at straight time on the following Saturday - under no circumstances can an employee work more than eight (8) hours at straight time on a Saturday.

- 4.06** In order to encourage training the employer shall be permitted to keep on, one (1) apprentice to two (2) journeymen during lay-off periods.

## **ARTICLE 5 WATERPROOFING FOREMAN**

- 5.01** Whenever six (6) or more Waterproofers are working on a job there will be a working foreman, who shall be a member of the Union and he shall be under ~~the~~ direction of the employer as his agent, except in instances when the employer personally directs the job. The Waterproofers foreman's rate of pay shall be one dollar and seventy-five cents (\$1.75) per hour minimum above the contracted journeyman's rate.

## **ARTICLE 6 CRAFT JURISDICTION**

- 6.01**
- (1) Applying Metallic Waterproofing to walls, floors, footings, ceiling and other surfaces as required.
  - (2) Metallic mortar, cement parging and concrete toppings for protection of waterproofing floors, walls and ceilings, etc., - wood float and steel trowel finish.
  - (3) Metallic slurry coating of floors, walls, pits, trenches, etc.
  - (4) Metallic grouting.
  - (5) All preparation of surfaces for waterproofing.
  - (6) Asphalt and other bituminous coating hot or cold, including reinforcing membranes and protective.
  - (7) Asphalt and other bituminous dampproofing and all vapour barriers.
  - (8) Caulking for the purpose of waterproofing and damp-proofing.
  - (9) Pneumatically and mechanically installed waterproofing materials.
  - (10) Spandrel beam and column waterproofing, vapour barriers.

- (11) Installation of **all** manufactured membranes for the purpose of waterproofing and dampproofing.
- (12) Parging for the purpose of waterproofing and damp-proofing.
- (13) Installation of reinforcing steel and wire mesh on concrete and masonry restoration work.
- (14) Installation and removal of bleed and drain systems for the purpose of waterproofing.
- (15) Application of clear and opaque weatherproofing and water repellent materials on concrete and masonry.
- (16) Form work for waterproofing and restoration.
- (17) Concrete restoration for the purpose of weatherproofing.
- (18) Sandblasting and acid etching for application of waterproofing and weatherproofing, vapour barriers, membranes, waterproof paints, etc.
- (19) Application or installation of any material for the purpose of waterproofing, weatherproofing, dampproofing, roofing or restoration.
- (20) Hot and cold joint sealing work.
- (21) All gunite and sandblasting and rough screeding.
- (22) Insulation in conjunction with waterproofing, weatherproofing, dampproofing, roofing or restoration work.
- (23) Installation of expansion joint materials for the purpose of waterproofing, etc.
- (24) Scaffolding as required to perform waterproofing.
- (25) Synthetic resins or compounds as used for waterproofing, etc., or protective toppings for same.
- (26) Sandblasting, acid and alkali cleaning of walls as part of restoration and weatherproofing or waterproofing work.

**6.02** In the event that the union wishes to add new material and/or applications to this list then application will be made **in** writing to the Employer Bargaining Agency and a meeting of

the parties will be convened within fifteen (15) days. Where mutually agreed, the material will be added to the list.

## **ARTICLE 7 TRAVEL AND LIVING EXPENSES**

- 7.01** A common twenty-four (24) kilometer radius free travel zone based on current centers, save and except Windsor which shall be from Walker Road and Highway 401, save and except Sarnia whose free zone is defined as the City of Sarnia and Point Edward, east of the St. Clair River, south to the north side of the first Sombra Township Road, south of Canadian Industries Ltd., then easterly to Highway 21 and north on Highway 21 to the junction of Highways 402 and 21, then north to Lake Huron on Plymton Sideroad 15, including any job or project with direct access off Highway 21 or Plymton Sideroad 15; save and except London which has a forty (40) kilometer free. travel zone radius from the City Hall.
- 7.02** The employers shall pay twenty-one cents (\$0.21) per kilometer travelling expenses beyond the free zone to the job site and back to said limits.
- 7.03** In addition the employer shall pay a car expense of thirty-seven cents (\$0.37) per kilometer beyond the free zone to the job site and back to said limits.
- 7.04** Room and Board

Where an employer requests an existing employee to travel to a job location from which the employee cannot return daily, then the employer shall reimburse the employee in accordance with one of the following:

- (a) effective June 24, 2004 a payment of eighty-five dollars (\$85.00) per night out-of-town.
- (b) the actual cost of a reasonable level of accommodation and meals supported by receipts and acceptable to the employer.
- (c) the employer to arrange and provide to the employee, at no cost a reasonable level of accommodation and meals.

**7.05** Meal Allowance

If an employee's paid hours in any day, including travel time, exceed twelve (12) hours, he shall be paid a reasonable meal allowance upon presentation of proper vouchers.

**ARTICLE 8  
HOLIDAYS**

- 8.01** All work performed on Saturdays and Sundays, Civic Holidays (first Monday In August) and the following Statutory Holidays, namely New Year's Day, Good Friday, Victoria Day (or the birthday of Queen Elizabeth), Canada Day, Labour Day, Thanksgiving Day and Christmas Day shall be deemed overtime work and paid at the rate of double time.

**ARTICLE 9  
WORKWEEK, WORK DAY**

- 9.01** The normal workweek shall comprise eight (8) hours per day between the hours of 8:00 a.m. and 4:30 p.m. on Monday, Tuesday, Wednesday, Thursday and Friday. All hours worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay.

**ARTICLE 10  
SWING SCAFFOLD**

- 10.01** The employer agrees to pay Waterproofer's an additional one dollar and fifty cents (\$1.50) per hour for Swing Scaffold work.

**ARTICLE 11  
WORKING CONDITIONS**

- 11.01** The employee shall be required to provide himself with any and all hand tools, with the exception of brooms, brushes, and squeegees, which are usual to the waterproofing trade.
- 11.02** The employer will attempt to distribute all hours of employment as evenly as possible.

- 11.03** Employees to be allowed sufficient time on each shift to clean up and put away any tools and equipment.

**ARTICLE 12  
SUBLETTING**

- 12.01** Waterproofing work will not be sublet by the employer for the purpose of causing the lay-off of members of the Union.

**ARTICLE 13  
EMPLOYER CONTRIBUTIONS AND UNION CHECK-OFFS**

- 13.01** Waterproofing Contractors Employer Check-Off contributions - Each employer bound by this appendix shall contribute sixteen cents (\$0.16) which includes the Ontario Construction Secretariat one cent (\$0.01) per hour for each hour worked by each employee covered by this agreement and shall remit directly to the:

Sealant and Waterproofing Association  
70 Leek Crescent,  
Richmond Hill, Ontario, L4B 1H1.

Such contributions shall be remitted by the fifteenth (15<sup>th</sup>) day of the next calendar month in which hours were earned along with supporting information.

- 13.02** Should there be any conflict between the Master Agreement and this appendix, this appendix will govern.

**ARTICLE 14  
PAYMENT OF WAGES**

- 14.01** All payrolls are to be closed weekly.
- 14.02** Employees shall be paid in cash or by cheque at par within 72 hours of closing time of books. Payment by cheque to be made on or before Thursday of any week. Should the employer fail to meet his regular payroll when due, at any time after the 72-hour requirement specified herein, it shall not be in violation of this agreement for the employees of the employer to walk off the job.
- 14.03** Every employer shall provide to every employee at the time the wages are paid, a statement in writing setting forth:

- (i) The period of time for which the wages are being paid.
- (ii) The rate of wages to which the employee is entitled, separating straight time hours, overtime hours and double time hours.
- (iii) The **gross** amount of wages to which the employee is entitled.
- (iv) The net amount of each deduction from the wages of the employee that is authorized by the employee or this agreement or required by and the purpose for which each deduction is made.
- (v) The net amount of money being paid to the employee.
- (vi) Any living allowance or other payment to which the employee is entitled.
- (vii) The name of the employer clearly printed on the cheque and the stub.

**14.04** In the event an employee is laid off or **dismissed**, the employer shall give or send by registered mail to such employee the full amount of wages he is entitled to, Unemployment Insurance Separation Certificate and his Ontario Hospital Service Commission forms within 72 hours from the time of termination in the case of those employers whose principal place of business is within the Free Travelling Zone of the Union(s) as specified herein, and within 96 hours in the case of those employers whose payroll is processed in a location outside the said Free Travelling Zone. Should the employer fail to comply with the foregoing, the employer shall there after pay the employee his regular wages for each and every hour until such time as the employee is in receipt of the preceding documents. The aforementioned time to be calculated on an eight (8) hour regular workday basis. In the event the employee terminates his employment of his own accord, the employer shall be bound by the above requirements except that the employee shall receive same on next regular pay-day.

**14.05** All employees laid off shall receive one hours notice with pay and shall be permitted to leave job. If the employer fails to give the employee one hours notice in advance of lay-off, then the employee shall be paid an additional one hours pay.



- 14.06** Where an employee is discharged for just cause the employer shall forward his pay and all documents mentioned in 14.04 herein, by registered mail within 72 hours from the time of discharge.

**ARTICLE 15  
SUB-CONTRACTOR PROVISION SPECIALTY  
CONTRACTOR ONLY**

- 15.01** General Contractors and Industrial Contractors shall only sub-contract work covered by this agreement to sub-contractors who are in a contractual relationship with either the Operative Plasterers and Cement Masons International Association of the United States and Canada or the Labourers International Union of North America.

**ARTICLE 16  
RATE OF WAGES, VACATION PAY, PREMIUMS, TRAVEL,  
ROOM AND BOARD, OVERTIME, REPORTING TIME,  
WELFARE, PENSION AND CHECK-OFF AND WORK  
WEEK**

- 16.01** Rates of wages, vacation pay, premiums, travel, room and board, work week and overtime except as amended by the terms of this appendix, shall be as set out in appendices "A" to "J".

**ARTICLE 17  
REOPENING**

- 17.01** The Parties to this Agreement recognize that it is essential to the obtaining of work covered by this agreement that the terms of this contract be comparable to those contained in agreements of competing unions and employers. Therefore, it is agreed that where, during the currency of this contract, more beneficial terms and conditions are extended by a competing union to employers not bound by this agreement the union will, at the request of the Sealant and Waterproofing Association, modify the terms of this Collective Agreement to meet those conditions.

## “TORONTO WATERPROOFERS”

### ARTICLE 2 RATES OF WAGES, WELFARE, PENSION, UNION DUES, E.B.F. CHECK-OFF, VACATION PAY, TRAINING FUNDS, EMPLOYER CONTRIBUTIONS

#### 2.01 THE REGULAR HOURLY RATES WILL BE AS FOLLOWS:

Effective Date	Journeyman base rate	Vacation pay	Health & Welfare	Pension Fund	Training Fund	Total Package	International Working Dues	Local Union Working Dues	EBF (Incl. OCS)	EBA (Incl. OCS)
Jun 24/04	31.29	3.13	1.46	2.21	0.24	38.33		3% of gross	0.06	0.16
Jan 01/05	31.03	3.10	1.46	2.50	0.24	38.33	1% of total Package	2.7% of total Package	0.06	0.16
May 01/05	31.89	3.19	1.71	2.50	0.24	39.53	1% of total Package	2.7% of total Package	0.06	0.16
May 01/06	32.75	3.28	1.96	2.50	0.24	40.73	1% of total Package	2.7% of total Package	0.06	0.16

Check-Offs for International Dues, Local Union Dues and Employee Bargaining Fund (EBF) are to be deducted from the employees and therefore are not part of the total package.

Employer Contribution, which includes the Ontario Construction Secretariat, is in addition to the total package and is a contribution made by the employer.

Monthly Union dues are to be deducted on the first working day of each month and submitted with welfare and pension contribution to the Benefit Plan Administrator by the 15<sup>th</sup> of the month following the work month,

**“TORONTO”  
WATERPROOFERS’ APPRENTICES**

	<b>Jun 24 /04</b>	<b>Jan 01/05</b>	<b>May 01/05</b>	<b>May 01/06</b>
Pre-Apprentice (0 Hrs. To 1000 Hrs.) 60% Of Wages	\$18.77	\$18.77	\$19.13	\$19.65
Second (2nd) Year (0 Hrs. To 2000 Hrs.) 70% Of Wages	\$21.90	\$21.90	\$22.32	\$22.93
Second (2nd) Year (2000 Hrs. To 4000 Hrs.) 80% Of Wages	\$25.03	\$25.03	\$25.51	\$26.20
Third (3rd) Year (4000Hrs. To 6000 Hrs.) 90% Of Wages	\$28.16	\$28.16	\$28.70	\$29.48

**CEMENT MASONS  
LOCAL AREA APPENDIX "L"  
SPECIALTY TRADE - FLOOR FINISHING**

- ARTICLE 1 -** Hiring Security
- ARTICLE 2 -** Jurisdiction
- ARTICLE 3 -** Rates of Wages, Premiums, Room and Board, Overtime, Reporting Time, Welfare, Pension and Check-off
- ARTICLE 4 -** Hours of Work
- ARTICLE 5 -** Employer Contributions
- ARTICLE 6 -** Sub-Contracting
- ARTICLE 7 -** Interpretation of this Appendix
- ARTICLE 8 -** Travel

**SPECIALTY TRADE - APPENDIX "L"  
FLOOR FINISHERS**

**ARTICLE 1  
HIRING SECURITY**

- 1.01** (i) The employer, subject to paragraph 1.01 (iii) hereof, agrees to employ only members in good standing with this union on work coming within the scope of **this** agreement.
- (ii) The employer agrees, when hiring employees, to do any of the work covered by this agreement, to inform the union of his requirements fifteen (15) hours in advance in order to permit the union to furnish such employees from the membership of the union.
- (iii) All such employees shall be required to obtain a referral slip from the union before commencing work and the union agrees to provide said referral slip before commencement of work, unless other arrangements are made with the union. If a referral slip cannot be provided before commencement, the employer may hire the employee and notify the union accordingly.

- (iv) Providing members of the local union are not available, the employer may obtain his needed supply of cement masons elsewhere. He shall inform the union within two hours of commencement of their employment of the names of such cement masons and the location of the job on which they are working. The business representative of the union shall be granted permission to interview them 'with the view of recruiting them into union membership.
- (v) In the event that such cement mason does not elect to become a member of the local union within five (5) working days of **his** initial date of employment, he shall cease to be employed by the employer.

## **ARTICLE 2 JURISDICTION**

### **2.01 Cement Masons**

The operation and control of all types of vacuum mats in the drying of cement floors in preparing same for finish, the operation of power-driven floats and trowelling machines is the work of the cement masons. The finishing or washing of all concrete construction including silos, elevators, and smoke stacks, using any colour pigment when mixed with cement, in any form - mosaic and nail coat 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, and the finishing of all top materials, sills, coping, steps, **stairs**, risers and fifteen (15) centimeter base or less shall be the work of the cement masons. It is agreed that where the union has been notified and is unable to supply cement masons, the employer may do the work with his own forces. This shall apply to rough screeding in areas up to four hundred and fifty-seven and a half (457.5) square meters (or 1500 square feet). All preparatory work on concrete construction to be finished or rubbed, such as cutting or 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. All glass

set in concrete. 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, generator, air compressors, **tanks**, etc., that are set on concrete foundations including the finishing, rubbing, grouting, pointing and patching of same. The curing of finished concrete, when necessary, by chemical compounds or otherwise shall be the jurisdiction of the cement masons.

The operation of all remote control equipment. The operation of all equipment for the mechanical screeding of concrete. The screeding, darbying and trowel finishing of all types of epoxies, traprock and magnesium oxychloride cement composition floors shall be the work of the magnesite composition cement masons; all types of oxychloride granolithic floors including hand grinding and machine grinding of same; the preparation of all sub-floor surfaces and installation of ground or base coursed, steps, and cove base. The purpose and intent of the fifteen (15) centimeter base law will not be defeated. All magnesite composition installation work shall be done under the supervision of a competent and qualified magnesite composition cement mason. Screeding and finishing of sidewalks. Placing, finishing and grinding of all plastic floors. Concrete pumps and concrete coring and drilling.

The installation of wire mesh. The on site installation into the concrete mixer of fibres used to reinforce concrete.

The operation of motorized buggies or similar equipment used to move or pour concrete.

The application of concrete sealers, patterned concrete whether done by stamping or other means of impression, installation of fillers or sealants to floor joints and sitework including walkways, roadways and ramps, elevators and smoke stacks, using any other colour pigment when mixed with cement in any other form, the operation of conveyor equipment.

**ARTICLE 3**  
**RATE OF WAGES, VACATION PAY, PREMIUMS, ROOM**  
**AND BOARD, OVERTIME,**  
**REPORTING TIME, WELFARE, PENSION AND**  
**CHECK-OFF**

- 3.01** The rates of wages, vacation pay, premiums, room and board, work week, overtime, welfare, pension and reporting time shall be as set out in Appendices "B" to "J".

**ARTICLE 4**  
**HOURS OF WORK**

- 4.01** The regular workday shall be from 8:00 a.m. to 4:30 p.m. with a thirty (30) minute lunch period near mid point of the shift from Monday to Friday inclusive and the regular workweek shall consist of forty (40) hours. All work done in excess of eight (8) hours per day and forty (40) hours per week shall be considered overtime and paid at the appropriate premium rates as set out in Appendices "B" to "L".
- 4.02** Applicable only to Concrete Floor Finishing

Where concrete pours are commenced on a regular work day preceding a Saturday, or Statutory Holiday, double time (2 X's) will be paid for all work performed on such pours after 6:00 a.m. on the Saturday or Statutory Holiday. Employees called in after midnight to work on such Saturdays or Statutory Holidays shall be paid at double time (2 X's) for all hours worked.

**ARTICLE 5**  
**EMPLOYER CONTRIBUTIONS**

- 5.01** Employers bound by this agreement and working under this Appendix shall contribute sixteen cents (\$0.16) which includes the Ontario Construction Secretariat one cent (\$0.01) per hour for each hour worked by each employee covered by this agreement and shall remit directly to the:

Concrete Floor Contractors Association of Ontario  
70 Leek Crescent  
Richmond Hill, Ontario, L4B 1H1

Such contributions shall be remitted by the fifteenth (15<sup>th</sup>) day of the next calendar month in which hours were earned along with supporting information.

## **ARTICLE 6 SUB-CONTRACTING**

- 6.01** The employer agrees not to sublet work normally performed by its own employees as defined in this appendix to the employers who are not in contractual relations with the union.

## **ARTICLE 7 INTERPRETATION OF THIS APPENDIX**

- 7.01** In the event there is a conflict between the master agreement and this appendix for concrete finishing, then this appendix will prevail in all cases.

## **ARTICLE 8 TRAVEL**

- 8.01** A common twenty-four (24) kilometer radius free travel zone based on current centers, save and except Windsor which shall be from Walker Road and Highway 401, save and except Sarnia whose free zone is defined as the City of Sarnia and Point Edward, east of the St. Clair River, south to the north side of the first Sombra Township Road, south of Canadian Industries Ltd., then easterly to Highway 21 and north of Highway 21 to the junction of Highways 402 and 21, including any job or project with direct access off Highway 21 or Plymton Sideroad 15; and save and except London which has a forty (40) kilometer free travel zone radius from the City Hall.
- 8.01** (i) The employers shall pay twenty cents (\$0.20) per kilometer travelling expenses beyond the free travel zone to a limit of thirty-two (32) kilometers and back to the limits of the free zone.
- 8.02** The employers shall pay twenty-three cents (\$0.23) per kilometer travelling expenses for the limits of thirty-two (32) kilometer travel zone to the job site and back to the limits of the thirty-two (32) kilometer travel zone.



**8.03** In addition, the employer shall pay a car expense of thirty-seven (\$0.37) per kilometer for each kilometer travelled beyond the free zone to the job site and back to the limits of the free zone.

**8.04** Parking OLRB Area #8

Parking shall be paid on presentation of receipts to a maximum of \$15.00 per day on projects falling within the area: Steeles Avenue on the North, Dixie Road on the west, Highway #48 on the east and Lake Ontario on the south.

## **ARTICLE 9 REOPENING**

**9.01** The Parties to **this** Agreement recognize that it is essential to the obtaining of work covered by this agreement that the terms of **this** contract be comparable to those contained in agreements of competing unions and employers. Therefore, it is agreed that where, during the currency of **this** contract, more beneficial terms and conditions are extended by a competing union to employers not bound by this agreement the union will, at the request of the Concrete Floor Contractors Association, modify the terms of **this** Collective Agreement to meet those conditions.

**APPENDIX "M"**  
**SPECIAL WORK PARKING GARAGE MAINTENANCE  
AND OTHER RESTORATIONWORK**

**ARTICLE 1  
APPLICATION**

- 1.01** This schedule shall apply to employees engaged in the repair, rehabilitation and maintenance of existing garages and parking structures and other restoration work in the ICI Sector.

**ARTICLE 2  
HOURS OF WORK**

- 2.01** The regular work week shall be forty-five (45) hours with a maximum of ten (10) hours per day at the regular hourly rate Monday to Saturday inclusive.
- 2.02** The employee will have the individual option of refusing Saturday work and there will be no discrimination against any employee who does not work Saturday.
- 2.03** **Shift and** irregular starting time premiums do not apply.

**ARTICLE 3  
OVERTIME**

- 3.01** All work performed in excess of the regular workweek and maximum workday shall be overtime work. The rate of wages Monday to Saturday shall be time and one half (1 1/2) the regular hourly rate. The rate of wages on Sunday shall be **two** times (2 X's) the regular hourly rate. There shall be no pyramiding of overtime under this article.

**ARTICLE 4  
INCLEMENT WEATHER**

- 4.01** Reporting time for inclement weather shall be one (1) hour.

**ARTICLE 5  
RECALL**

- 5.01** Recall shall be as indicated in local schedules within a minimum recall period of six (6) months.

**ARTICLE 6  
TRANSPORTATION, ROOM AND BOARD**

- 6.01** There shall be a free daily travel zone extending to a radius of forty (40) kilometers from the federal building, project, or other starting point as indicated in local schedules with the following exceptions:
- (a) Local 151 -London  
All daily travel as per local schedule
- 6.02** Daily Travel Expense payments outside the free zone shall be in accordance with local schedules.
- 6.03** Room and Board allowances shall be in accordance with local schedules.

**ARTICLE 7  
SUB-CONTRACTING**

- 7.01** The Employer agrees not to sublet work normally performed by its own Employees to Employers who are not in contractual relations with the Union.
- 7.02** For work not normally performed by its own Employees, preference shall be given to companies in contractual relations with the Union provided they are reasonable competitive.

**ARTICLE 8  
CLASSIFICATIONS AND WAGE RATES**

- |  |  |
|--|--|
| <b>8.01</b> Skilled restoration worker - | 75% of base hourly wage rate in local schedules. |
| Third Year Apprentice -                  | 65% of base hourly wage rate in local schedules. |
| Second Year Apprentice -                 | 60% of base hourly wage rate in local schedules. |
| First Year Apprentice -                  | 50% of base hourly wage rate in local schedules. |
- For all apprentices, benefits as per Article 9.02 Master Portion.

General Helper - \$12.00.

Benefits as per Article 9.02 Master Portion.

- 8.02** On each project the employer shall be allowed one apprentice and one general helper for each 3 skilled restoration workers.
- 8.03** Lead hands shall be paid a premium of \$1.25 per hour.
- 8.04** If an employee working on new ICI construction is transferred to restoration work for a period of two weeks or less the employee shall be paid the full base hourly wage rate in the local schedule.
- 8.05** When a restoration worker is transferred from one area to another there will be no reduction in the wage rate.

## **ARTICLE 9 BENEFIT PLANS**

- 9.01** Payments for the following: vacation pay, welfare, pension, union administration fund **and** employer's administration fund shall be made in accordance with local schedules.

**APPENDIX "N"**

**BETWEEN:**

**THE CEMENT MASONS EMPLOYER BARGAINING  
AGENCY**

**(THE "EMPLOYER BARGAINING AGENCY")**

**- AND -**

**THE CEMENT MASONS EMPLOYEE BARGAINING  
AGENCY**

**(THE "EMPLOYEE BARGAINING AGENCY")**

The Employee and Employer Bargaining Agencies agree to include this Appendix "N" as part of their new Provincial Collective Agreement, as follows, subject to the following:

1. The Local Employer Association and/or the Local Trade Association and the Employer Bargaining Agency shall successfully file an Application to become the Designated Regional Employers Organization and agree not bring an Application under Bill 69, seeking an amendment to the Provincial Agreement; and
2. The successful ratification of a new Provincial Agreement.

**ARTICLE 28**

**LOCAL SCHEDULE EXEMPTION OR AMENDMENT**

- A. Where a particular clause(s), articles(s) or provision(s) contained within this Collective Agreement works a hardship in a specific geographic area within the jurisdiction of a Local Union, the Local Union and the Local Employer Association and/or Local Trade Association may reach a Memorandum of Exemption or Amendment, in writing, to exempt or amend the particular clause, article or provision of the Local Union Schedule and/or Trade Appendix for the provision of the Local Union Schedule and/or Trade

Appendix for the geographic area within the jurisdiction of the Local Union specified in the Memorandum of Local Exemption or Amendment and such Local Agreement shall be ratified by the Employer and Employee Bargaining Agencies.

Where the Local Union and the Local Employers Association and/or Local Trade Association agree on a procedure to amend the terms of the Local Schedule and/or Trade Appendix, as it applies to their local area, then that procedure **shall** be ratified by the Employer and Employee Bargaining Agencies and the procedure hereunder shall not be applicable to requests for amendment(s) to the Local Schedule and/or Trade Appendix applicable to their local area.

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

- B. Where no agreement is reached between the parties in accordance with paragraph A, either party may refer the matter to the PJCB. The PJCB shall be made up of four (4) representatives or such lesser number as agreed to by the parties with an equal number of representatives, as appointed by the Employee Bargaining Agency and by the Employer Bargaining Agency. Appointments to the PJCB shall be made with regard to the matter in dispute and will not include representatives of the Local Union, the Local Employer Association or the Local Trade Association directly affected by the dispute.

The PJCB shall meet with the parties and attempt to resolve the matter(s) in dispute. The PJCB will have no power to make final and binding determination of the matter(s) in dispute, except where the parties to the dispute mutually agree to authorize the PJCB to make a final and binding determination. Where the PJCB is authorized to make a final and binding determination, the PJCB shall render such a decision based only on unanimous agreement of all representatives of the

PJCB. Where the matter(s) in dispute is not resolved within/by seven (7) calendar days, it may be referred in accordance with paragraph C hereunder.

- C. The Local Employer Association and/or Local Trade Association and Employer Bargaining Agency may refer any matter not resolved under the terms of paragraph A or B to final and binding determinations by an Arbitrator selected from a list of persons to be agreed to by the parties, who are available to deal with the dispute within the time limits set out herein.
- (i) The Local Employer Association, Local Trade Association or the Employer Bargaining Agency may propose amendments, which would apply to any of the following:
- (a) The kind of work performed, which could be all work performed in the industrial, commercial and institutional sector or a specified kind of that work.
  - (b) The market in which it is performed, which could be work performed for all of the industrial, commercial and institutional sector or a specified market in it.
  - (c) The location of the work, which could be work performed in all of the affiliated bargaining agent's geographic jurisdiction or a specified portion of it.
  - (d) Amendments with respect to a specific job or project.
- (ii) The Application may seek only amendments that concern the following matters:
- (a) Wages, including overtime and shift differentials.
  - (b) Accommodation and travel allowances.
  - (c) Hours of work and work schedules

The Local Employer Association **and/or** Local Trade Association and the Employer Bargaining Agency

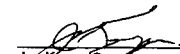
agree that they will not refer frivolous or minor claims under this Article.

- D. The person selected to arbitrate any matter pursuant to paragraph E below shall, at the request of either party, meet with the parties and may attempt to mediate the matters in dispute, but in no case shall the time periods in paragraph E be exceeded.
- E. The Local Employer Association and/or Local Trade Association and the Employer Bargaining Agency shall submit its final position with regard to amendments to the Collective Agreement, to the Arbitrator, with a copy to the Local Union and the Employee Bargaining Agency at the same time as its referral to the arbitrator. The Local or the Employee Bargaining Agency shall submit its final Proposal for Amendment (if any) to the Collective Agreement to the Arbitrator, and to the applying party within ten (10) days of the referral. The Arbitrator shall, at his or her sole discretion, hold hearings or request further clarification from either party, and if satisfied that the terms of the Collective Agreement places the Employer(s) at a competitive disadvantage with respect to the matters referred to in paragraph C (i) hereof, the Arbitrator shall choose the Proposal for Amendment to the Collective Agreement, which removes the competitive disadvantage. Such selection shall be made within fourteen (14) calendar days of the date of the referral by the Local Employer Association and/or Local Trade Association and Employer Bargaining Agency and shall amend the Collective Agreement as proposed. The Arbitrator shall not provide reasons for his or her selection.
- The Arbitrator shall select the final proposal which most achieves the objective of removing the competitive disadvantage under paragraph A and with the least changes to the terms of the Collective Agreement.
- F. No amendment(s) pursuant to this Article will have application or precedency effect, following the expiry date of this Collective Agreement.



- G. Where the Local Employer Association and/or the Local Trade Association and the Employer Bargaining Agency has made a final proposal pursuant to paragraph E and such proposal has been rejected by an Arbitrator, no proposal with regard to the same amendment(s) will be made within one (1) year of the rejection.
- H. The Employer Bargaining Agency agrees **to** oppose any request or application by any employer group or association to become a Designated Regional Employers Organization under Bill 69, other than the Local Employer Associations and Local Trade Associations referred to in and covered by this Collective Agreement.

Dated in the City of Mississauga, Ontario, this 24th day of June 2004.

  
\_\_\_\_\_  
Joe Keyes, Secretary  
On behalf to the Employer Bargaining Agency

  
\_\_\_\_\_  
Steve Zarich, Business Manager, Local 598  
On behalf to the Employee Bargaining Agency

**SCHEDULE "A"**  
**CEMENT MASONS' APPRENTICESHIP PROGRAM**

**1<sup>st</sup> Year Apprentice - 0 To 2000 Hours**

Duties:

- Levelling of concrete.
- Setting up of Pump for the purpose of pumping concrete.
- Assisting the Journeyman or Foreman in the setting up of Laser equipment for the purpose of making grade of concrete.
- Placing **of** wire mesh.
- Adding of wire fibres to concrete in concrete trucks with the use of conveyors.
- Help setting up of bulkheads **up** to 15 centimeters in height.
- Preparing job site for concrete; example: Plastic on wall's expansion joints along footings.
- Lay-out and saw-cut a slab with a wet cut **or** soft cut.

**2<sup>nd</sup> Year Apprentice - 2000 To 4000 Hours**

Duties:

- Floating of concrete along edges and bulkheads.
- Pulling of one and two-man board for levelling of concrete.
- Shooting grades with Laser without the help of any Journeyman.
- Passing **of** Darby or Bull Float.
- Putting edger on or around edges.
- Passing of Fresno and/or brooming over concrete.
- Placing of Hardener on top of concrete.
- Operation of Power Buggies.

**3<sup>rd</sup> Year Apprentice - 4000 To 6000 Hours**

Duties:

- Run a Power Trowel.
- Finish edges.
- Place Hardener and put it in with the use of a Power Trowel.
- Operate a Ride-On Power Trowel.
- Fill saw cuts with Load Flex.

**SCHEDULE "B"**  
**WATERPROOFERS' APPRENTICESHIP PROGRAM**

**Pre-Apprentice Waterproofer – 0 To 1000 Hours**

Duties:

Capable of performing/applying dampproofing, Drainage membrane, Bentonite/Volclay type materials. Must be able to **start** and maintain the operation of a hot rubber kettle, control volumes without overheating or overflow.

**1<sup>st</sup> Year Apprentice Waterproofer – 0 To 2000 Hours**

Duties:

Show a complete command of pre-apprentice duties with 100% competence and efficiency rating. Capable of applying hot rubberized membrane by squeegee, Peel 'n Stick membranes and the related products associated with both systems.

**2<sup>nd</sup> Year Apprentice Waterproofer – 2000 To 4000 Hours**

Duties:

Show a complete command of 1<sup>st</sup> year duties with 100% competence and efficiency rating. Capable of applying the various floor coatings applicable to their trade (traffic top-pings; vehicular and pedestrian and sealers).

**3<sup>rd</sup> Year Apprentice Waterproofer – 4000 To 6000 Hours**

Duties:

Show a complete command of 2<sup>nd</sup>. Year duties with a 100% competence and efficiency rating. Must show improved technique and **an** increased pace applying membranes and show leadership qualities in preparation to becoming a qualified applicator, capable of performing all Waterproofing/Roofing duties.