



NON-ICI COLLECTIVE AGREEMENT

BETWEEN:

Operative Plasterers' and Cement Masons' Local 598

(Hereinafter the "Union")

-and-

Kleinwood Construction Industries Inc.

(Hereinafter the "Employer")

May 01 2016 – April 30 2019

NOW THEREFORE IT IS AGREED AS FOLLOWS:

ARTICLE 1. – PURPOSE

- 1.01** It is the intent and purpose of the parties to this agreement, which has been negotiated and entered into in good faith:
- a.** to recognize mutual and respective rights, responsibilities and functions of the parties hereto;
 - b.** to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
 - c.** to establish an orderly system for the promotion, transfer, layoff and recall of employees;
 - d.** to establish a prompt, just equitable procedure for the disposition of grievances;
 - e.** and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship between the Union , the Employer and the employee which will be conducive to their mutual well-being.
- 1.02** It is agreed that the omission of specific mention in the Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees of such rights and privileges.
- 1.03** The parties jointly acknowledges of the establishment of good working conditions and a fair level of compensation, both of which being significant factors in perpetuating the continued employment of the workforce. The Union acknowledges the to achieve their goals, the Employer must be in a strong market position, meaning that it must produce efficiently, at the lowest possible cost, consistent with fair labour standards. The Union will support the Employer's effort to eliminate waste in production, conserve materials and supplies, provide a superior quality of workmanship, prevent accidents, and to strengthen the goodwill between the parties to this agreement, the customer and the public.
- 1.04** The parties recognize that where various legislation overrides the provisions contained herein, such legislation shall prevail. This shall include, but not be limited to such statutes as the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Workplace Safety & Insurance Act* and the *Occupational Health and Safety Act*, all as amended
- 1.05** **Gender Neutrality** Any and all references to the masculine gender shall include the female gender and vice versa.

ARTICLE 2. –RECOGNITION

- 2.01** Front Construction Industries Inc. herein after referred to as “The Employer”, shall be bound to the provisions of this Agreement.
- 2.02** The Employer recognizes the Union as the sole and exclusive bargaining agent for all labourers, cement masons, carpenters, truck drivers and equipment operators in the employ of Front Construction Industries Inc. in all sectors of the construction industry in the Province of Ontario save and except the industrial, commercial and industrial sector of the construction industry, and save and except non-working foremen and persons above the rank of non-working foreman, office and clerical staff.
- 2.03** The Employer agrees that Operative Plasterers' and Cement Masons' Local 598 and its duly appointed representatives are authorized to act on behalf of the Union for the purposes of supervising,

administering and negotiating the terms and conditions of this Agreement and all matters related thereto.

2.04 The Union acknowledges that it is the function of the Employer:

- a. to manage the enterprise, including the scheduling of work and the control of materials.
- b. to maintain order, discipline and efficiency, and to make, alter, and amend rules of conduct and procedure for employees, provide that such rules are consistent with the purpose and terms of this Agreement and are administered in a fair and reasonable manner.
- c. to hire, direct, transfer, promote, lay off, suspend, discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee who has been disciplined or discharged without cause may be subject to the Grievance Procedure hereinafter set forth.

2.05

- a. Work normally performed by members of the bargaining unit will not be subcontracted out if doing so will result in the layoff of bargaining unit employees and/or if bargaining unit employees qualify to do the work are on layoff
- b. Despite 2.05 (a) above, the Employer may continue to perform the level of bargaining unit work he performed prior to ratification of this Agreement.

ARTICLE 3. –UNION REPRESENTATION

3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a. The Union has the right to appoint Stewards. The Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
- b. Union Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.
- c. The Union has the right to appoint a negotiating committee. Employees on the committee shall be paid by the Employer at their regular hourly rate for all time spent on negotiating a collective agreement with the Employer whenever this takes place during the regular working hours of the employees concerned.

3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

3.03 Stewards will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters.

3.04 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Union Representative may attend such meetings if that is requested by an employee.

- 3.05** There shall be no Union activity on Employer's time or on Employer's premises except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.
- 3.06** The Union shall have the right to have periodic access to the Employers worksites.

ARTICLE 4. –STRIKES AND LOCKOUTSMANAGEMENT RIGHTS

- 4.01** During the term of this Agreement, or while negotiations for a further agreement are being held, The Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operations through its members.
- 4.02** During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees are deliberately restrict or reduce the hours of work or deliberately send men home when this is not warranted by the workload.

ARTICLE 5. – EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 5.01** The Union and the Employer will cooperate in maintain a desirable and competent labour force. The Employer will notify the Union of labour requirements, within a three week period. The Union will provide a list of labour available. The Employer, at its discretion, may hire the employees listed or from other sources.

5.02

- a.** The Employer has the right to hire new employees as needed provided that no new employee(s) will be hired while there are available union members available on layoff qualified to do the work.
- b.** The Employer shall notify the Union in writing of the name, address and classification of any employee at the time such employee is hired, recalled or newly hired weather union or non-union.

5.03 PROBATIONARY PERIOD

Workers that are not dispatch from the union may be hired as probationary employees. These probationary hires will be hired on a probationary period of five hundred (500) working hours worked in the bargaining unit. In the event of an interruption of work, probationary employees will not re-serve days worked and the amount of days worked shall be accumulated over time. Upon completion of the probationary period, the new employee shall attain regular employment status and his seniority shall be dated back to his date of hire

- 5.04** Probationary employees are covered by the Agreement, excepting those provisions that specifically exclude such employees.
- 5.05** Neither the Employer nor the Union will compel employees to join the union until after the probationary period is over. The Employer will not discriminate against any employee because of union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred by the Employer to a Steward or a Union Representative in order to give such Steward or Union Representative an opportunity to describe the Union's purposes and representation policies to such new employees.
- 5.06** The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement.

ARTICLE 6. – PROBATIONARY EMPLOYEES

- 6.01** When the Employer requests a union worker and no union worker can be supplied, then the Employer may hire a probationary worker. Any probationary employees may not exceed five hundred (500) working hours. The Employer agrees to deduct from the probationary worker 3.7% of gross wages for working dues and remit this to the Union as a Work Permit Fee. The Work Permit Fees are payable to the Union by the 15th of the month following the work month.
- 6.02** After the probationary employee has completed a probationary period of five hundred (500) hours, it is understood that the employee must join the Union in order to continue working. The Employer must notify the Union of the employee's classification and the hourly rate of pay. This employee will not be classified any lower than an unskilled worker. This in no way limits the Employer's right to promote a probationary employee beyond the next highest paid apprenticeship rate, or to the journeyman's rate.
- 6.03** At no time shall the number of probationary employees exceed forty (25%) of the total work force.
- 6.04** Benefit Contribution: The Employer agrees that when probationary employee is hired on as a full union member, then this probationary employee will be entitled to receive the earned contributions to the health and welfare plan in the amount of three hundred and sixty (360) hours to start their benefits, but will not receive Pension contribution until the following work month of his employment.
- 6.05** If a probationary employee does not reach the probationary three hundred and sixty hours (360) working hours and is then no longer employed by the Employer, but then returns back to employment for this Employer, the worker will be entitled to any hours he has accumulated from the Employer bound to this Agreement. This probationary employee's hours will be held for a period of twelve (12) months, at which time the Employer must request from the Union to re-employ this probationary workers again as set out in 6.02.

ARTICLE 7. –WAGES

	Wage	Vac. Pay	Total Wage	H & W	Pension	Org.	Training	Total Package
May 01 2016								
Journeyman	37.50	3.75	41.25	2.75	4.18	0.25	0.26	48.69
Level 1 (0-1500)	23.00	2.30	25.30	2.75	4.18	0.25	0.26	32.74
Level 2 (1500-3000)	25.00	2.50	27.50	2.75	4.18	0.25	0.26	34.94
Level 3 (3000-4500)	27.50	2.75	30.25	2.75	4.18	0.25	0.26	37.69
Level 4 (4500-5600)	33.50	3.35	36.85	2.75	4.18	0.25	0.26	44.29
May 01 2017								
Journeyman	38.00	3.80	41.80	3.00	4.93	0.25	0.26	50.24
Level 1 (0-1500)	23.50	2.35	25.85	3.00	4.93	0.25	0.26	34.29
Level 2 (1500-3000)	25.50	2.55	28.05	3.00	4.93	0.25	0.26	36.49
Level 3 (3000-4500)	28.00	2.80	30.80	3.00	4.93	0.25	0.26	39.24
Level 4 (4500-5600)	34.00	3.40	37.40	3.00	4.93	0.25	0.26	45.84

May 01 2018	Wage	Vac. Pay	Total Wage	H & W	Pension	Org.	Training	Total Package
Journeyman	38.00	3.80	41.80	3.00	4.93	0.25	0.26	50.24
Level 1 (0-1500)	23.50	2.35	25.85	3.00	4.93	0.25	0.26	34.29
Level 2 (1500-3000)	25.50	2.55	28.05	3.00	4.93	0.25	0.26	36.49
Level 3 (3000-4500)	28.00	2.80	30.80	3.00	4.93	0.25	0.26	39.24
Level 4 (4500-5600)	34.00	3.40	37.40	3.00	4.93	0.25	0.26	45.84

Union Dues will be deducted at 3.7% (three point seven percent) of the Total Package

7.01

- a. In order for apprentices to move from Level One to Level Two, they must have completed Level 1 Cement Mason on the job training as defined in the collective agreement plus having attained a certification in Level 1 Cement Mason program when available by the union. In addition to move from Level Two to a Level Three apprentices must have completed Cement Mason training on the job as defined in the collective agreement and attained certification in the Cement Mason program when available by the union. In order to receive a level increases the worker must complete the required hours, training and be sign off by the employer's foreman before moving to the next level. If the member cannot advance to the next level then the employer must ensure that the employee works on what is needed to advance. After the worker completes another five (500) hours then the employer and the union will review this member skill set and then the worker will be advanced to the next level. All Apprentices will try to obtain a certificate of qualification for cement mason before becoming a journeyman. The Employer may increase the hourly rate at its discretion.
- b. The Employer shall have the discretion to determine rate and classification for individual employees that have not been referred out by the Union. The hourly rates set out above are a minimum. The Employer may increase the hourly rate at its discretion.
- c. The Working Foreman shall receive journeyman wage rate plus a \$3.00 premium per hour.
- d. Student employees hired to work on employer job sites will not be paid any lower than a rate of eighteen (18.00) dollars per hour. Student employees will be classified as probationary employees. Any returning Student the following calendar year will be permitted to carry forward their earned hours and classification from the previous year.
- e. The Employer agrees to deduct 3.7% of the total wage package payable to the employees as union dues and to remit same to the union in accordance with Article 14
- f. The employer will try and insure that there are no more (3) Apprentices per Journeyman or 'employee in charge' per designated job site. Unless it is not feasible to do so on a job site.
- g. There shall never be more than one (1) student employee per designated job site.

7.02 Reporting Pay

The Employer agrees to pay a minimum of two (2) hours wages in the event that an employee reports to work in the usual manner and is prevented from starting work due to any cause not within the control of the Employer. Employees must contact the Employer prior to leaving for work if the weather is

questionable. For greater clarification, the Employer or Foreman must authorize an employee's attendance at work in order for an employee to receive payment under this Article. Employees eligible for reporting pay may be requested to take alternative temporary work.

- 7.03** An employee will not be required to work in rain unless an emergency or urgent situation occurs (e.g. a pour has begun, concrete is en route). In these situations employees will be provided full rain gear for which the employee shall be responsible. A maximum on one (1) set of full rain gear will be provided per employee per calendar year, paid for by the Employer. Rain gear will be replaced by the Employer where damage occurs due to reasonable wear and tear as verified by the attending supervisor.

ARTICLE 8. –HOURS OF WORK, REST PERIODS, OVERTIME AND SUNDAY LABOUR, SHIFT PREMIUM

- 8.01** The regular work week shall consist of five (5) workdays, Monday to Friday inclusive.
- 8.02**
- a.** Work performed in excess of Fifty (50) hours per week shall be paid at the rate of one and a half (1½) times the employees regular hourly rate.
 - b.** Work performed in excess of ten (10) hours per day shall be paid at the rate of one and a half (1½) times the employee's regular hourly rate.
 - c.** All work performed on a Saturday shall be paid at one and a half (1½) times an employee's regular hourly rate.
- 8.03** Shift Premium will be paid for any shift that starts after 3 pm. Shift premium rate of four dollars and fifty cents (\$4.50) will be paid above the employees' normal rate of pay.
- a.** There shall be no regular work done on Sunday. If extraordinary circumstances necessitate work on Sunday, those employees willing to work on Sunday will be scheduled to work and will be paid two (2) times their regular hourly rate for all hours worked on Sunday.
- 8.04** Where Saturday or Sunday work, sporadic winter work or call-ins are necessary, the Employer shall enlist sufficient labour for the available work by offering such work to employees in order of seniority. If a sufficient number of employees do not volunteer to work the weekend, call-in or available winter work, the Employer may require a sufficient number of employees to work, in reverse order of seniority. Employees shall not be required to work consecutive weekends.
- 8.05** There shall be two (2) coffee breaks of ten (10) minutes during each per day, one in the forenoon and one in the afternoon. Coffee breaks shall be considered as timed worked. There shall be one (1) lunch break of thirty (30) minutes taken near the midpoint of each workday. Lunch breaks shall not be considered as time worked. Breaks shall be taken as much as possible during natural work interruptions.

ARTICLE 9. – VACATION AND VACATION PAY

- 9.01** Approval of vacation time is subject to the following conditions:
- a.** Vacation requests received six (6) months or more in advance of the requested vacation date will be approved by seniority. The Employer will respond in writing to such vacation requests at a date no later than six (6) months in advance of the time period requested. Vacation requests received with less than six (6) months of notice will be scheduled on a "first come. First serve" basis.

- b. Employees may not take more than two (2) weeks of vacation between May 1 and September 30 each vacation year. Vacation weeks during this time period may not be taken consecutively.
- c. All requests for vacation time shall be made in writing to the Employer's office or on a vacation schedule posted by the Employer.
- d. Approval of vacation time is subject to operational requirements and shall not be unreasonable denied. The Employer will respond in writing to vacation requests within three (3) days from the date the request was submitted.

ARTICLE 10. - HOLIDAYS

10.01 The following are recognized as holidays under the collective agreement:

- a. New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day; and
- b. Any additional legislated holiday under the *Employment Standards Act, 2000*.

ARTICLE 11. - SENIORITY

11.01 Seniority of employees shall be recognized within their respective job classifications.

11.02 Seniority lists shall be maintained at all times by the Employer and shall be available to the Union for inspection to the extent reasonably necessary for the Union to ascertain the seniority status of an Employee within its jurisdiction. The Employer shall post on the union bulletin board space an updated copy of the seniority list at the beginning of each month. The list shall show total hours worked for each employee.

11.03 Seniority rights shall cease for any employee who:

- a. Voluntarily quits the employ of the Employer;
- b. Is discharged and such discharge be not reversed through the Grievance Procedure;
- c. Fails to report on the first day following the expiration of a leave of absence, unless he has a justifiable reason;
- d. Is laid off for a continuous period of more than four (4) consecutive months;
- e. does not return from layoff within two (2) workdays of recall if unemployed or within seven (7) workdays of recall if employed elsewhere, unless definite arrangements have been made with the Employer to return.

ARTICLE 12. - TRANSPORTATION AND TRAVEL

12.01 Travel time is to be paid at the employee's normal rate of pay from the boundaries and then back to the boundaries.

Boundaries for the Toronto area shall be on:

East – Highway 12

West – Highway 25

North – Highway 9

Boundaries for all other Board areas will be sixty (60) km radius from the city hall.

12.02

- a.** If an employee's car is authorized by the Employer or Foreman to be used for transportation of employees to and from jobsites, the driver shall be paid fifty five (\$0.55) cents per kilometre for such use.
- b.** When an employee's vehicle is used for hauling company materials, with the authorization of the Employer or Foreman, the driver of the vehicle shall be paid twenty-five (\$0.25) cents per kilometre for such use in addition to mileage specified in **12.02 a.** above.
- c.** Mileage reimbursements shall be submitted along with time sheets.

12.03 Employees shall be obliged to travel together as much as possible to eliminate unnecessary car usage. As long as the employee agrees to car pool.

12.04 Drivers of any employer's vehicle shall be paid their rate of pay to and from the shop yard.

12.05 The cost of medical certification to renew an AZ or DZ driver's license shall be shared between the Employer and the employee, for employees who have attained twelve (12) months of seniority, so long as the employee commits to employment with the Employer for a minimum period of one year after the medical certification. If the employee resigns his employment with the Employer prior to completing the one year period, the Employer may deduct a prorated portion of the cost of the medical certification from the employee's last pay cheque.

12.06

- a.** If, as a matter of insurability, the Employer is given an insurance surcharge to insure a certain driver under the Employer's insurance, that certain driver will be responsible to reimburse the Employer for such an insurance surcharge.
- b.** If an employee has his driver's license taken from him and/or becomes uninsurable under terms of the Employer's automobile insurance, these may be grounds for termination of employment. Prior to any discipline issued under this article, a disciplinary meeting must be held. The Union Representative shall be advised of the matter and must be in attendance for such meeting.

12.06 PARKING

To be reimbursed up to \$30 per day with receipt. Termination can occur if worker is caught remitting more than one receipt per day unless the worker has been sent to more than one location in a day.

ARTICLE 13. - PROTECTIVE EQUIPMENT

13.01 Boot Allowance

The Employer shall reimburse for, or arrange for the purchase of replacement safety boots, each calendar year to a total of two hundred (\$200) dollars for employees who have attained twelve (12) months of seniority. Employees may make multiple submissions for reimbursement each year. Employee allowance accounts shall be renewed effective the date of hire. The Employer, as needed due to reasonable wear and tear, will replace rubber boots. Necessity of replacement rubber boots is to be verified by the supervisor.

13.02 The Employer shall supply all required tools and safety equipment including, but not limited to hard hat, safety vest, gloves, and hearing protection. The employee shall be responsible for the care and cleaning of Employer supplied tools and safety equipment. The Employer as needed due to reasonable wear and tear as verified by the Employer or supervisor shall replace Employer supplied tools and safety equipment. The Employer shall also replace, with like quality, employee tools and coveralls due to normal wear and tear as verified by the Employer or supervisor.

ARTICLE 14. - UNION FUNDS

14.01 Training Fund

- a. The Employer shall contribute and remit such contributions to the Union's Training Fund for each hour worked by each employee covered by this Agreement.
- b. Training Fund shall be used by the Union to assist members in exercising their right to work and have access to job sites, to educate and instruct members in the competent practice of their trade.
- c. The total amount owing shall be remitted monthly to the Union by the 15th of the month following the month for which the contributions were made. Contributions shall be itemized separately on the remittance form.

14.02 Organizing Fund

- a. The Employer shall contribute and remit such contributions to the Union's Organizing Fund for each hour worked by each employee covered by this Agreement.
- b. The Organizing Fund shall be used by the Union for the promotion of the industry, to promote unionized construction, and for other purposes as determined by the Union to strengthen the position of the Union and its members in the industry.
- c. The total amount owing shall be remitted monthly to the Union by the 15th of the month following the month for which the contributions were made. Contributions shall be itemized separately on the remittance form.

ARTICLE 15. - LEAVES OF ABSENCE AND BEREAVEMENT PAY

15.01 The Employer shall grant leaves of absence without pay for legitimate personal reasons. It is understood that any leave of absence is subject to reasonable notice being given to such Employer. In

the event such leave of absence is not used for the purpose granted, the employee may be subject to disciplinary action up to and including dismissal.

15.02 The above shall not preclude extensions for personal illness where it is established in an application prior to the expiration of the leave of absence that such request for extension is justified.

15.03 Bereavement Leave The immediate family in this Article shall mean "spouse" or "(step-) child". The close extended family in this Article shall mean "(step-) parents (-in-law)", "son/daughter-in-law", "brother/sister-in-law". The extended family shall mean "nieces/nephews", "grandparents" and grandchildren".

15.04 An employee shall be granted the following days off work without pay in the following situations: Five (5) days in case of death of a member of the immediate family; three (3) days in case of the death of a member of the close extended family; and one (1) day in the case of a member of the extended family

15.05 Jury Duty and Witness Duty

It shall be the employee's responsibility to advise the Employer immediately of the date(s) he is to serve on witness duty.

ARTICLE 16. - DISCHARGE, SUSPENSION AND WARNING

16.01 When the attitude or performance of an employee calls for a warning by the Employer, such a warning shall be documented, and a copy of this warning will be forwarded immediately to the regional office of the Union.

16.02 A steward must be present for all meetings of a disciplinary nature between the Employer and an employee.

16.03 An employee may be suspended or discharged for just cause by the Employer. Within five (5) workdays following suspension or discharge, the employee involved together with a Steward and/or Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to arbitration.

ARTICLE 17. - PENALTIES

17.01 With respect to the remittances and contributions outlined in Articles 6, 9, and 14, the Employer agrees to observe the time limitations for making such remittances and contributions.

17.02

a. In the event such remittances are received after the due date, the Employer shall pay liquidated damages to the Union and its various Funds, as the case may be , at the rate of three (3%) percent per month, calculated and compounded monthly on the gross amount overdue.

b. In addition to the above, the Employer shall compensate the Union in full for all costs associated with the collection of such overdue remittances, including legal or accountant's fee and the full cost of any arbitration hearing.

ARTICLE 18. - PAYMENT OF WAGES

Payment of wages shall be made weekly for the work performed during the preceding work week. Payment is to be made by cheque or by electronic bank transfer at the option of the Employer, weekly, and by no later than 12:00 p.m. Friday each week.

ARTICLE 19. - LAY OFF OR TERMINATION

When the Employer deems it necessary to reduce the work force, he shall inform the Union on the need for lay-offs. When, in the opinion of the Employer and the Union a reduction of the work force is inevitable, probationary employees shall be laid off first. If further reductions are necessary, the Employer and the Union shall jointly determine the order of lay-off and in doing so, they shall be guided by the following considerations:

- a. seniority standings of the employee;
- b. ability of the employee to perform the work available at the reasonably accepted standard;
- c. any other mutually agreed layoff method in which an employee voluntarily accepts a short term layoff.

In case of layoff, an employee shall be given at least five (5) workdays notice or pay in lieu of notice. In case of resignation of employment, an employee shall provide the Employer with at least five (5) workdays of notice of such resignation.

Any appeal in regard to a layoff must be taken under the first step of the Grievance Procedure hereinafter set forth within five (5) workdays after notice of layoff has been given or should have been given.

Whenever a Record of Employment and pay cheques are not given to employees at the time of termination, they shall be either available for pick-up or sent by the Employer to the employee by registered letter to his last known address within forty-eight (48) hours from the time of termination, unless termination is voluntary, in which case he will receive them by his next regular pay period.

ARTICLE 20. - EMPLOYMENT BENEFIT TRUST FUNDS

- 20.01** In addition to the regular hourly rates to be paid to the employees, referred to in Article 7, the Employer shall contribute to the Union's Benefit Trust Fund, all union dues and the amounts shown per hour for Health and Welfare, Pension, Training Fund, Organizing Fund for every hour worked by all employees employed by the Employer in accordance with Article 2 of this Agreement.
- 20.02** Such contributions/deductions shall be forwarded by first class mail, post-marked no later than the fifteenth (15th) day of the month following the month in which the hours have been earned, or delivered by the twentieth (20th) day of the month following the month in which the hours have been earned and shall be accompanied by a remittance report listing each employee on the form provided by the Fund Administrator. Each monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month. Such contribution shall be made by cheque payable to the Trust Fund, as directed by the Fund Administrator.
- 20.03** Notice of delinquency shall be given by the Union to the parties affected. In the event that any contributions or deductions required to be made by this Agreement are received by the Union or Fund Administrator after the due date, the Employer shall pay liquidated damages to the Union at the rate of

two percent (2%) per month or fraction thereof (being the equivalent of twenty-four percent (24%) per annum calculated monthly not in advance) on the gross amount overdue.

20.04 If the Employer does not have any employees in its employ, it shall submit a “Nil Report”

ARTICLE 21. - ROOM AND BOARD ALLOWANCES

21.01 Boundaries for Board Area One are to be defined as Essex and Kent County

Boundaries for the Toronto area shall be on:

East – Highway 12

West – Highway 25

North – Highway 9

Boundaries for all other Board areas will be sixty (60) km radius from the city hall.

Where an employee is required to work more than sixty (60) km beyond the prescribed boundaries, the Employer shall reimburse the employee in accordance with one of the following, based on seven (7) days a week:

One hundred and twenty-five (\$125.00) per day for meals and accommodations; or

The actual cost of a reasonable level of accommodation and meals supported by receipts; or

The Employer is to arrange and provide the employee, at no cost, with a reasonable level of accommodation and meals daily.

Any one of the three above is to be decided by the employer before the start of a project and cannot be changed after the work has started.

In the event that it is not possible to obtain accommodation within a twenty-five (25) kilometre radius of the out of town job, employees shall receive travel time and shall be reimbursed for fuel costs, for all kilometres traveled in excess of the said radius.

ARTICLE 22. - MEAL ALLOWANCES

22.01 Any employee working outside of the city limit boundaries in Article 12.01, who returns home on a daily basis and whose paid hours in a day (including travel time) exceed twelve (12) hours, shall receive a meal allowance of fifty dollars (\$50.00) per day.

ARTICLE 23. - TOOLS –EQUIPMENT

23.01 The Employer shall supply the employees with whatever tools are necessary to perform the job function assigned. The Employer shall supply Construction Safety Association (CSA) approved rubber boots and rainwear to all employees who are required to work during inclement weather and under abnormal conditions. The Union recognizes the right of the Employer to economically supervise the distribution of clothing provided and will co-operate with the Employer to prevent wasteful practices.

23.02 All employees must supply their own CSA Green Tag Safety Boots. Tools required during training and which wall workers shall have are: 1 –Hammer, 1 – Tape Measure, 1– Steel Float, 1 – Wood Float, .

- 23.03** The Employer shall supply and ensure that all necessary required and/or reasonable harness, lanyard, rob grab, hooks, tie-on and other safety devices are installed and in place to allow all members of the Union to attach and tie on their safety harnesses and/or straps.
- 23.04** The Employer shall replace all above equipment when worn or destroyed by abnormal and unused ware and tear of the tool upon presentation of the worn-out item. Any lost items will be replaced at the employee's expense.
- 23.05** Every employee shall, as a condition of employment obtain and maintain all current Health and Safety certificates and training mandated by the Occupational Health and Safety Act for the type of work performed or as mutually agreed to by the Union and the Employer.

ARTICLE 24. - REPETITIVE VIOLATIONS OF THE COLLECTIVE AGREEMENT

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

ARTICLE 25. - SUCCESSORS AND ASSIGNS

- 25.01** The Employer hereby confirms that it is not carrying on associated or related activities or business by or through more than one corporation, individual, firm, syndicate, or other entity or association or any combination thereof, under common control or direction that is not signature to the Collective Agreement.

ARTICLE 26. - GENERAL/HEALTH AND SAFETY

- 26.01** The parties of this Agreement agree to work together and co-operate in accident control and prevention. On job sites with five (5) workers or less, any employee will report to the foreman for corrective action of any unsafe conditions which are brought to his attention and on no account shall any employees be discharged for not working under unsafe conditions.
- 26.02** An employee who, during working hours, suffers a compensable injury and is required to leave for treatment, or is sent home for such injury, shall receive payment for the remainder of the shift at his regular rate of pay.
- 26.03** The Employer shall, at his expense, furnish to any work person injured in his employment who is in need of it, immediate conveyance to a hospital or to a physician. It is further agreed that an ambulance shall be used where necessary and possible.
- 26.04** The Employer shall, as a condition of employment, be required to wear a safety helmet and safety goggles of a type approved by the CSA. The Employer agrees said helmet and goggles shall be supplied to him at a reasonable cost to the employee which will be reimbursed upon return of said equipment.
- 26.05** All protective clothing and equipment required by law for the work being performed shall be provided by the Employer and shall remain the property of the Employer. A charge may be applied by the Employer

for said clothing and equipment providing the employee is reimbursed upon returning said clothing and equipment. Should said protective clothing and safety equipment need to be replaced due to wear and tear, there will be no charge for any replacement.

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

ARTICLE 27. GRIEVANCE PROCEDURE AND ARBITRATION

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

ARBITRATION

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

ARTICLE 28. - SEVERABILITY

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

ARTICLE 29. - MANAGEMENT RIGHTS

29.01 The Union agrees that it is the exclusive function of the Employer covered by this Agreement:

To conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds of locations of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;

- a. To hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged, suspended, disciplined, or has been subjected to disciplinary demotion without reasonable cause shall be subject to the provisions of the grievance procedure;
- b. To make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees;
- c. To assign and re-assign work to employees to determine and judge the content and functions of all jobs and classifications, to change and vary at any time such work assignments, to introduce new and improved methods and equipment and establish and maintain an efficient mobile work force with diverse skills. It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement or in a manner which is unreasonable, arbitrary, and discriminatory or in bad faith.

29.02 An Employer may sub-contract work, or any part of the work on a project, that falls within the craft jurisdiction of this agreement, to a non-union sub-contractor, provided the Unions, cannot supply qualified members from the Union hiring hall. The Employer shall also send written notice to the Union of the engagement of the sub-contractor by the Employer, prior to the award and commencement of work by the sub-contractor, at which time the Union will be given the opportunity to provide qualified personnel. The Employer will submit a contract duration and scope of work to the Union. Preference in Sub-contracting shall be given to companies in contractual relations with the Union.

29.03 If an Employer sub-contracts work, the Employer shall pay the Union Sub-Contracting permit Fees equal to ten dollars (\$10.00) per working month per job site, per worker and the fees will be remitted with the next Union remittance. Any Employer that fails to send notice to the Union, or pay the required sub-contractor fees in accordance with the foregoing sub-articles, shall be subject to the following liquidated damages:

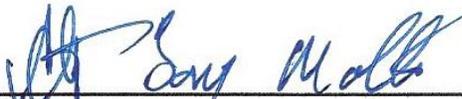
First Violation	\$ 1, 000.00
Each subsequent violation	\$ 2, 500.00

ARTICLE 30. - DURATION AND RENEWAL

- 30.01** This Agreement shall be effective and operative from the 1st day of May, 2016, and shall remain in effect until the 30th day of April, 2019.
- 30.02** Should either party to this Agreement desire to change, add to, amend or terminate this Agreement, written notice to that effect will be given not more than one hundred and twenty (120) days and not less than sixty (60) days prior to termination of this Agreement.
- 30.03** Within thirty (30) days of the receipt of any such written notice, the parties to the Agreement shall convene a meeting and bargain in good faith to endeavour to reach an Agreement. If no such written notice is given, this Agreement shall automatically be renewed and remain in force from year to year from its expiration date.
- 30.04** If negotiations are in progress at the time of the expiration of this Agreement, the Agreement shall remain in effect until the conclusion of such negotiations.

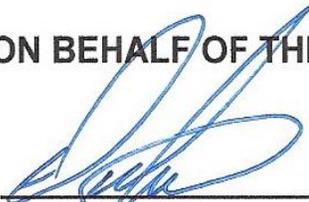
Dated at MISSISSAUGA, this 15 DAY OF June, 2016.

ON BEHALF OF THE UNION


SIGNATURE

Tony Mollica
PRINT NAME

ON BEHALF OF THE EMPLOYER


SIGNATURE

VINCENT CAMAROTA
PRINT NAME

APPENDIX "A"

Work within the Jurisdiction of the Union:

RESTORATION

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

GARAGE WORKERS

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

APPENDIX "A" (continued)

CEMENT MASONS

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

APPENDIX "A" (continued)

WATERPROOFERS

1. Applying any form of waterproofing to walls, floors, footings, ceilings and other surfaces as required whether trowelled, sprayed or glued.
2. Metallic mortar, cement parging and concrete toppings for protection of waterproofing floors, wall and ceilings, etc., wood float and steel trowel finish.
3. Metallic slurry coating of floors, walls, pits, tranches, etc.
4. All grouting.
5. All preparation of surfaces for waterproofing.
6. Asphalt and other bituminous coating, hot or cold, including reinforcing membranes and protective coverings or surfaces.
7. Asphalt and other bituminous damp proofing and all vapour barriers.
8. Caulking for the purpose of waterproofing and damp proofing.
9. Pneumatically and mechanically installed waterproofing materials.
10. Spandrel beam and column waterproofing vapour barriers.
11. Installation of manufactured membrane for the purpose of waterproofing and damp proofing. Parging for the purposes of waterproofing and damp proofing.
12. Installation of reinforcing steel and wire mesh on concrete and masonry restoration work.
13. Installation and removal of bleed and drain systems for the purposes of waterproofing.
14. Application of clear and opaque weatherproofing and water repellent materials on concrete and masonry.
15. Formwork for waterproofing and restoration.
16. Concrete restoration for the purpose of weatherproofing and/or repair.
17. Sandblasting and acid etching for application of waterproofing and weatherproofing, vapour barriers, membranes, waterproof paints, etc.
18. Sandblasting, acid and alkali cleaning of walls as part of restoration and weatherproofing or waterproofing work.
19. Application or installation of any material for the purpose of waterproofing, weatherproofing, damp proofing or restoration.

20. Hot or cold joint sealing work.
21. All gunite and sandblasting and rough screeding.

APPENDIX "A" (continued)

WATERPROOFERS

22. Insulation in conjunction with waterproofing, weatherproofing, damp proofing or restoration work.
23. Installation of expansive joint materials for the purpose of waterproofing, etc.
24. Scaffolding as required to perform waterproofing.
25. Synthetic resins or compounds as used for waterproofing, etc., or protective toppings for same.

APPENDIX "B" – ARBITRATION PROTOCOL

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

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