

ONTARIO

BACU BRICK PROVINCIAL COLLECTIVE AGREEMENT

FOR ■ BRICKLAYERS

■ STONEMASONS

AND ■ PLASTERERS



MAY 1, 2022 TO APRIL 30, 2025

BACU BRICK PROVINCIAL COLLECTIVE AGREEMENT 2022 – 2025

**FOR ■ BRICKLAYERS
■ STONEMASONS
AND ■ PLASTERERS
■ THEIR RESPECTIVE
APPRENTICES,
IMPROVERS AND WORKING
FOREPERSONS**

Between:

**The Brick and Allied Craft Union of Canada and
its Locals 1, 2, 5, 10, 12, 23, 25, 28, 29**

("BACU" or "the Union")

- and -

The OMCA/BACU Bargaining Committee

("OBBC" or "the Employer")

May 1, 2022 to April 30, 2025

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■ PURPOSE

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

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

■ ARTICLE 1

RECOGNITION, CONTRACTING AND PROJECT MANAGEMENT

- (a) The Employer recognizes the Union as the exclusive bargaining agent for Bricklayers, Stonemasons and Plasterers, their respective Apprentices, Improvers and Working forepersons in its employ in those Board Areas in the Province of Ontario in which the Union holds ICI bargaining rights.
- (b) The Union recognizes the Employer as the exclusive bargaining Agent for all employers, who have authorized the Employer the bargain on its behalf, whose employees as set out in Article 1(a) are represented by the Union, including its affiliated bargaining agents, in those Board Areas of the Province of Ontario in which the Union holds bargaining rights.
- (c) For the purpose of clarity in 1(a) and 1(b), the Employer does not include any contractor in any individual Board Area(s) in which the BACU holds the ICI bargaining rights for such contractor.
- (d) An Employer desirous of contracting or sub-contracting any work encompassing the skills of members of the Union shall only contract or sub-contract same to a contractor or

subcontractor who is bound to the ICI collective agreement between the BACU/OBBC or the MIECO/OPC ICI collective agreement and who makes Industry and Training Fund contributions to MIECO and/or OBBC, as applicable, for all hours earned by employees with respect to all work in the ICI Sector, whether a member or not. This means that where the contractor is bound to the BACU in the Board Area where the work is performed, employer contributions, in accordance with BACU/OBBC agreement, will be made to OBBC. Where the contractor is bound to the OPC in the Board Area where the work is performed, employer contributions, in accordance with the MIECO/OPC agreement, will be made to MIECO.

For the purpose of greater clarity, it shall be a violation of the provisions of Article 1(d) if an employer sub-contracts work to an individual union member, purporting to perform services as an Independent Operator or Contractor, performing masonry work as defined under the provisions of Appendix D – Trade Jurisdiction, and any such violation shall be subject to damages in the amount of each person hour of work performed at the full wage package under the Collective Agreement. The Employer and the Union will have the ability to require an individual employer to produce pay stubs, any T5018's issued to them and their most recent T4 ("Pay Records") of named employees for a period of up to six (6) months. Such pay records must be produced within 15 days of such request in writing. It is further agreed that the auditing provisions of Article 20(d) may be relied upon for a violation of this nature including the requisite security deposit provisions of Article 20(b). The Employer Association agrees that it will not act to represent or defend such violations by an individual employer.

The provisions of Article 1(d) are subject to the provisions of Appendix H Letter of Understanding.

- (e) Without restricting in any way, the application of the sub-contracting provision contained in Article 1(d) of this

Agreement, an Employer who undertakes a contract with an owner to provide construction management services shall be subject to Article 1(d) unless:

- (i) The owner selects contractor(s) not bound to this Agreement to bid on work covered by this Agreement and solely and directly solicits or obtains bid(s) for such work from such contractor(s) without any involvement or participation by the employer in the selection of such contractor(s) (except as to the validity of the bids) or the solicitation or obtaining of any bid(s) from any contractor(s) regardless of whether it (they) is (are) bound or otherwise to this Agreement;
 - (ii) The owner accepts bid(s) from contractor(s) not bound to this Agreement; and,
 - (iii) The owner contracts or subcontracts directly with contractor(s) not bound to this Agreement without contractual obligation of the Employer for the work of such contractor(s), other than for the negligent acts or omissions of the Employer.
- (f) Any failure to comply with Article 1(e) of this Agreement shall render the Employer liable for damages equivalent to those for the breach of the contracting and subcontracting provision set forth in Article 1(d) above.
- (g) The Employer shall advise the owner of the provisions of Articles 1(e) and 1(f) when undertaking the construction management services contract.
- (h) The parties agree and acknowledge that the BACU and its Locals administer the collective agreement including all hiring matters in all areas of the Province except within the territorial jurisdiction of Locals 6 and 7 where Local 6 and 7 respectively administer the collective agreement including all hiring matters.

■ ARTICLE 2

TERM OF AGREEMENT

This Agreement shall be in effect from May 1st, 2022 until April 30th, 2025, and thereafter every three years unless written notice be given not more than 120 days and not less than 60 days before the expiry day (or its anniversary as the case may be) by the Party desirous of change. On receipt of such written notice the Parties to this Agreement shall convene a meeting within 30 days and endeavour to reach an agreement.

■ ARTICLE 3

GRIEVANCE AND ARBITRATION PROCEDURE

- (a) Any dispute between a Local Union and a Local Employer or any grievance by any Employee covered under this Agreement that arises out of the interpretation, application, administration or alleged violation of this Agreement shall be adjusted if possible by the Local Union Representative and the Local Employer or his designated Representative. A meeting between the Local Union Representative and the Local Employer or his designated Representative shall be called within two (2) working days of receipt of notice of the dispute or grievance by the party grieved against. If the dispute or grievance is not settled within three (3) working days of such receipt, then the grieving party may refer it to Arbitration in accordance with Article 3(d) below or under Section 133 of the OLRA.
- (b) Where any difference between the Employer and the Union arises from the interpretation, application, administration or alleged contravention of the Agreement then either party may send notification of such difference or grievance to the other. The parties shall meet as soon as conveniently possible to attempt to settle the matter. If the dispute or grievance is not settled within three (3) working days of such meeting or if such a meeting fails to be arranged, then the grieving party may refer it to

Arbitration in accordance with Article 3 (d) below or under Section 133 of the OLRA.

- (c) The Union and Employer agree that it is in the best interest of both parties to hold regularly scheduled regional meetings to discuss matters of mutual interest.
- (d) **Arbitration Procedure** - 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, and the notice 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 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 Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two Appointees fail to agree upon a Chairperson within the time limits, the appointment shall be made by the Minister of Labour of 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 or Employer affected 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 Chairperson shall govern. The fees and expenses of the Chairperson shall be borne one-half by the Union and one-half by the Employers. Any other costs or expenses in connection with such Arbitration shall be borne by the party which incurs them.
- (e) No dispute or grievance shall be considered by the parties

nor shall it be subject to the provisions of this Article unless it is presented within twenty (20) working days from the date the Local Union and/or Union became aware of the alleged dispute or grievance.

- (f) **Hardship Clause** - Where a particular clause or article of this Agreement may be found to work a hardship in a specific geographical jurisdiction of a Local Union, either the Local Union or Local Employers Group may request a meeting with the other to consider the hardship in question. Should the Local Union and Local Employers Group agree to amend the Collective Agreement to address the hardship such Agreement shall be made in writing and referred to the Union and OBBC for their endorsement.

(g) **Job Targeting Procedure** -

The Following procedure shall be followed when implementing a job target for a specific project:

1. An individual contractor who intends to bid a project shall first check with OBBC office to see if there is a job target concession already in place.
2. If there is no job target already in place, the contractor may make a request to the Local Union Business Manager, using the job target form agreed to between the Union and OBBC. Such form may be completed online.
3. Should a Local Union wish to initiate a job target the Local Union Business Manager would indicate the proposed concession on the job target form, sign the form and forward same to the BACU. The process would then proceed from step 6.
4. If a job target request is accepted, the Local Union Business Manager will complete the job target form by indicating the concessions granted and by signing it on behalf of his or her Local.
5. The Local Union shall then forward the job target form to the BACU office for their consideration as to approval.

6. If accepted and approved by the BACU, the BACU shall then sign the form and forward it to the OBBC office for their consideration as to approval.
7. If accepted and approved by OBBC, the OBBC office will then sign the form and return a copy to the BACU office, who will in turn, forward it to the Local Union. The OBBC office will forward the completed job target form to the originating contractor and immediately post the job target on its website.
8. No job target shall be approved if the request to the Local Union Business Manager is not made at least forty-eight (48) hours prior to the bid close. Further, no final approval shall be given by OBBC less than twenty-four (24) hours prior to the bid close.

In every instance the Employer will be required to advise the Local Union in writing if they have been successful or not in obtaining the work, the name of the General or Prime Contractor, and when they will be attending on site to begin.

9. In the event that the Employer is of the opinion that a Local Union has unreasonably withheld permission to job target through the procedure set out in Article 3(g), then the matter will be referred to a Regional Meeting as provided for in Article 3(c). Such Regional Meeting shall be held within fourteen (14) days of the Union being notified to assist in reaching an agreement.

■ **ARTICLE 4**

WORK STOPPAGES

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

■ **ARTICLE 5**

UNION SECURITY

- (a) The Employer agrees to first hire members of the Local Union on projects within the territorial area of the Local Union. The Employer shall hire through the Local Union Office fifty percent (50%) of all Bricklayers, Masons and Plasterers who are members of the Union as long as the Local Union is able to supply members in sufficient numbers to take care of the needs of the Employer. This ratio shall be maintained at all times. It is agreed that the Employer may transfer members from one job to another within the territorial jurisdiction of the Local Union. It is agreed that all members must produce a referral slip signed by the Business Representative before being hired or starting work.
- (b) This also applies to out-of-town members coming to work within the jurisdiction of the Local Union and no other means of hiring will be allowed. All Employees in the employ of the Employer shall be members in good standing as long as they are employed by the Employer. It is agreed that the Union will give preference to the Employers in the employment of its Union members and the Employers agree to first hire and to employ Local Union members.
- (c) Where a Union has more than one Hiring Hall list in the area where the work is to be performed, and if there are insufficient members available in the area to take care of the needs of the Employer, then the Employers have the right to bring in members of the Local Union who do not reside in the area where the work is being performed until such members residing in the area where the work is being performed become available.
- (d) Should the Employer's requirement not be met within two working days, he shall have the right to hire employees from other sources, providing such employees make application to become members of said Local Union prior

to commencement of work.

- (e) However, should members of the Local Union become available at any time during a regular work week, it is understood that out-of-town employee(s) shall be allowed to complete the work week employment before being replaced by the local employee(s).
- (f) Transfer of employees from one Employer to another shall only be by mutual agreement of the Parties to this Agreement.
- (g) Notwithstanding the above, it is agreed that the employer may name hire up to fifty percent (50%) of Union members on a project.

It is also agreed that the Employer may transfer one foreperson per project from outside the Local Union area in which the project is located.

The Local Union is entitled to supply the first journeyman on-site. The employer may select and transfer from any Local Union area, the second journeyman.

When the Employer transfers a journeyman from another Local Union, each journeyman so transferred shall be included in the above fifty percent (50%) name hiring limits.

- (h) Employer shall report, in writing, all new projects of five (5) days or greater duration, prior commencement to the Local Union and OBBC.

■ **ARTICLE 6 MANAGEMENT RIGHTS**

The Union agrees and acknowledges that the Employer has the exclusive right to manage the business and to exercise such right without restriction save and except as such prerogatives of management may be specifically modified by the terms and conditions of this Agreement. Without restricting the generality of the foregoing paragraph, it is the exclusive function of the Employer:

- (i) To hire, direct, promote, demote, lay off, transfer, discipline and discharge any Employee and to increase and decrease working forces, providing that a claim for discriminatory promotion, demotion or transfer, or a claim that an Employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as herein provided.
- (ii) To determine the materials to be used, design of the products to be handled, the facilities and equipment required, scheduling of work and location of equipment.

■ **ARTICLE 7**

SAFETY AND HUMAN RIGHTS

- (a) It is mutually agreed by both the Employer and the Union that they shall comply with the *Occupational Health and Safety Act* and Regulations for Construction Projects, as amended from time to time.
- (b) It is mutually agreed by both the Employer and the Union that they shall comply with the *Ontario Human Rights Code*.
- (c) The parties agree that it is in their collective best interest to have union members properly trained in accordance with prescribed regulations, both federal and provincial. The Parties agree that they will endeavor to cooperate to ensure that all Union members are properly trained. To this end, as of May 1, 2016, Employers shall be responsible for making sure that their current Employees have the requisite training. In additional, as of May 1, 2016 the Local Union shall be responsible for making sure that their union members have the requisite and current general industry training (including but not limited to Fall Arrest, WHMIS, Five Point Hazard Awareness) and as of April 1st, 2017 Working at Heights and shall not refer any member for employment without such training. This obligation does not apply to site-specific training including, but not limited to confined-space certification.

Should an Employer wish to send their current employees for recertification/retraining for the requisite and current general training referred to above, to be provided by the Union, they shall pay the Local Union an amount of sixty-five dollars (\$65) per employee, for such recertification/retraining.

If the Employer should choose to train their current employees themselves by the use of a third-party trainer, then the Employer has to notify the Union and OBBC in a timely fashion.

The Parties agree that it is desirable to have access to a database that would enable the Union, its Locals and OBBC to have the information available to ensure that members have the required training. To facilitate this, every employer is required to provide OBBC with a list of Union members that have received training while employed, a copy of any certificate and the expiry date of such certificate. OBBC agrees to share this information with the Union in order to facilitate such database.

OBBC agrees that it will issue a bulletin semi-annually to its membership reminding its members of the need to utilize proper safety measures when engaged in dry cutting.

Denovo Rehabilitation and Treatment

Both Employer and all Local Unions to collect and contribute through the remittances two cents (\$0.02)/hour for a combined four cents (\$0.04)/hour to go towards Denovo Treatment Centres.

■ ARTICLE 8 APPRENTICES AND IMPROVERS

- (a) The Employer and the Union mutually agree that, in the best interest of the Industry, Apprentices shall be hired and properly trained and accordingly there shall be contributions and deductions for training as set out in Article 19 and 29 of this agreement.

- (b) Indentured Apprentices must be registered with the appropriate government agency, as required. OBBC and the Union agree to maintain a joint list of Indentured Apprentices.
- (c) The Parties agree to establish and maintain Local Apprenticeship Committees consisting of equal representation of the Employers and Union. The Apprenticeship Committee shall be responsible to ensure that Apprentices receive proper training in all aspects of the Trade and to review the progress of the Apprentices at regular intervals.
- (d) The minimum rate for Apprentices and Improvers shall be:
 - (i) 50% of a Journeyperson's rate for the first period.
 - (ii) 65% of a Journeyperson's rate for the second period.
 - (iii) 80% of a Journeyperson's rate for the third period.
 - (iv) 90% of a Journeyperson's rate for the fourth period.
- (e) For the purpose of continued employment Apprentices or Improvers may be transferred to any Local of the Union, providing that the Local Union in which the Apprentice is to work does not have any Apprentices or Improvers available for employment.
- (f) Unless an Apprentice or Improver is registered and recognized as an insulation or air barrier installer, then no Apprentice or Improver shall operate a masonry saw, grout walls, deficiency work, install wall anchors, wash or clean walls, install insulation or air barriers for more than twelve (12) hours in any one (1) work week. This requirement shall not apply to Restoration, Refractory or Stonework.
- (g) PROBATIONARY APPRENTICE

A new entrant is a person who has never worked in the trade or attained any experience at an employer or union run trade school.

The employer will first attain a referral slip in accordance with Article 5 Union Security from the local union before the new entrant commences work and the one thousand

two hundred (1200) hour probation will start on first day worked. Such referral slip shall be provided upon request by facsimile or other electronic form of delivery upon the request by facsimile or other form setting out the Name of the person, the Social Insurance Number and the date that they are to commence work. Such referral slip shall be deemed to have been provided on the third day following such request if not otherwise received.

A probationary apprentice does not count towards the ratio of apprentice to journeyperson. No Probationary Apprentice shall be hired if there is an available Registered Apprentice on the Local Union out of work list and such Apprentice is referred to the requesting Employer. Until May 1, 2020 the requirement that they be Registered will be waived.

If by the time the probation period is completed, and the apprentice has demonstrated their suitability to the union and the employer, such assessment to be done in good faith, the entrant will become a member of the applicable local union.

All wages, deductions and contributions of a new entrant shall be paid as per Article 29 of the local wage schedule of the provincial agreement for all hours worked.

INDENTURESHIP

In the event the "new entrant" is suitable and adaptable to the work requirements, the individual will be indentured via a formal contract of apprenticeship, credited with 1200 hours.

Indentured apprentices will sign the "Contract of Apprenticeship" with an employer or an L.A.C. and the designated MTCU Industry Training Consultant.

- (h) The ratio of Apprentices or Improvers to be applicable to any one project shall be one (1) Apprentice or Improver for the first Journeyperson employed plus an additional Apprentice or Improver for each additional three (3) Journeypersons employed; said Apprentices or Improvers

will be registered with the Union and will be paid rate of wages not less than stated above.

- (i) The Union recognizes the efforts of the Employer to promote the masonry industry through its training centres, co-operation agreements with educational institutions and its commitment to co-operative education programs. The Parties recognize and agree that students performing work in accordance with a registered co-operational educational program may perform work otherwise covered by the Collective Agreement. Such performance of this work does not constitute a violation of the Collective Agreement and such students are not covered by the provisions of the Collective Agreement.

The Employer must notify the Union in writing at least forty-eight (48) hours in advance of bringing a new co-op student into the Employer. The Employer must provide the name of the student and the school they are coming from and give notice when the student is moved from job to job.

The co-op student may work for a maximum of twelve consecutive weeks, unless an extended period is mutually agreed between the Union and OBBC.

It is agreed the Employer must attempt to introduce a co-op student to a wide variety of duties performed by masonry industry tradespersons.

A co-op student shall not displace a journeyperson or apprentice from a job site.

- (j) Individuals who attend an Ontario Masonry Training Centre ("OMTC") or College Program associated with the OMTC or the Union in accordance with a Pre-Apprenticeship Training Program authorized by the Ministry of Advanced Education and Skills Development ("Ministry") will qualify as Probationary Apprentices under the terms of the Collective Agreement, despite having attended the first session of trade school.

The ability for such Pre-Apprentices to work as probationary apprentices is, despite the wording of Article

8(g) of the Collective Agreement, conditional upon Pre-Apprentices joining the Union prior to commencing employment.

Where a job placement is a condition of the Ministry requirement, the parties agree to ensure the student completes their required job placement, to a maximum of 12 weeks.

All other provisions with respect to Article 8(g) Probationary Apprentices, shall apply.

■ **ARTICLE 9 FOREPERSONS**

- (a) It is hereby agreed by the Union that the Employer has the right to transfer one Foreperson per project within the Province of Ontario provided the Foreperson is a member in good standing in the Union.
- (b) A Foreperson shall receive not less than Two Dollars and Fifty Cents (\$2.50) per hour, calculated on the Hourly Wage Rate, above a Journeyperson's rate as defined in Article 29.
- (c) It is understood that when a refractory project is of more than one shift operation the Employer shall be permitted one Foreperson per shift.

■ **ARTICLE 10 HOLIDAYS AND OVERTIME**

- (a) Work performed in excess of regular hours of work Monday to Friday shall be paid at the rate of one and one-half times the minimum wage rate as defined in Article 29 (Wages) during the first two (2) hours. Double the minimum wage rates as defined in Article 29 (Wages) shall be paid for work performed in excess of the first two (2) hours. For Local 1 Hamilton, IU Local 6 Windsor, Local 23 Sarnia, Local 29 Sault Ste. Marie, and Local 25 Thunder Bay, work performed in excess of regular hours of work Monday to Friday shall be paid at the rate of double the

minimum wage rate as defined in Article 29.

- (b) Work performed on Saturdays, Sundays and the following Holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday (Local), Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Family Day shall be paid at double time at the minimum wage rate as defined in Article 29 (Wages).
- (c) When a holiday named above falls on a Saturday or Sunday, then the following Monday or the next regular scheduled workday shall be taken as the holiday (i.e. if Christmas falls on a Sunday and Boxing Day is Monday then both Monday and Tuesday shall be considered holidays). Should Canada Day fall on a Monday to Friday weekday, it shall be taken on the day on which it falls.

■ **ARTICLE 11 BUSINESS AGENT**

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

■ **ARTICLE 12 STEWARDS**

- (a) No discrimination shall be shown against any Steward for carrying out his duties. It is also agreed that the Local Union will advise the Foreperson of the appointment of Steward(s). It is further agreed that Steward(s) will be appointed on all jobs of the Employer by the Local Union and that he shall be one of the last two Journeypersons retained by the Employer on the job. The Foreperson shall advise the Local Union before discharging a Steward. Should a Partner or Employer be directing the Bricklayers, Stonemasons and/or Plasterers on a project he shall be considered as being the Foreperson. Should a project experience a cessation of work it is agreed that upon resumption of work the Steward, if available, shall be one of the first employees recalled.

- (b) When a project is of more than one shift operation the Union may appoint a steward for each shift.
- (c) Where a steward stops a job due to unsafe conditions it shall not constitute a violation of this collective agreement.

■ **ARTICLE 13**

LAY OFF AND QUITTANCE

- (a) One hour's advance notice shall be given and paid for whenever employees are laid off or dismissed. Lay offs shall only take place at the end of the regular working day or designated shift except for incompetence. Employees shall receive their pay and record of employment at the time of lay off and be permitted to leave the job after notice is given.
- (b) One hours' pay in lieu of notice shall be paid when a layoff for lack of work other than for reasons of adverse weather conditions continues for a period of seven (7) consecutive days and the employee had not obtained other employment and chooses to request his separation slip and one hour's pay in lieu of notice.
- (c) On Refractory shift work as outlined in Article 22, should job completion on a designated shift be less than four (4) hours, then the employee(s) shall receive a minimum of four (4) hours pay at the designated shift rate. If job completion on a designated shift exceeds eight (8) hours, then the employee(s) shall receive the minimum pay of the designated shift rate as if the entire shift were worked.
- (d) Any employee who voluntarily leaves his employment shall have his wages and record of employment by the next regular pay day.
- (e) Employees who do not receive their pay and record of employment at the time of layoff or who voluntarily leave their employment and do not receive their pay and record of employment by the next regular pay date shall receive, after notice to the employer, two (2) hours pay at the regular hourly rate for each working day or designated

shift until such time as the Employer mails the employee's pay by registered or certified mail. The days for which the allowance of two (2) hours is paid shall not include the day on which the Employee's pay was mailed. In the case of work carried out under the refractory conditions (Article 21), Employers must issue layoff pay and necessary forms within forty-eight (48) hours, except weekends and holidays.

■ **ARTICLE 14**

SUPPLIES BY EMPLOYERS

Mason lines, paper cups and potable drinking water shall be supplied to the employees, from a clean covered container having a drain faucet, and an adequate supply of potable drinking water and paper cups shall be readily accessible for the employees at all times. All such cups shall be deposited in receptacles as provided.

The Employer agrees to supply all special tools and equipment which are not normally contained in the tool kits of the employees covered by this Agreement including rubber gloves, aprons and goggles where required for the work to be performed.

■ **ARTICLE 15 WORK BREAK**

It is agreed that employees shall be given two (2) ten (10) minute breaks on each regular working, evening or night work, or designated shift with no loss of pay. The Employer or Foreperson shall exercise his discretion as to when the breaks shall occur, but every reasonable effort shall be made to schedule such break at the midway points of the working period as defined. Where refreshments are available, arrangements shall be made to have orders taken on behalf of and delivered to the employees in the work area.

■ **ARTICLE 16**

WORKING CONDITIONS

- (a) It is agreed that Employees shall be paid for lost time up to the end of the regular working day or designated shift in which there have been delays caused due to shortage of materials or equipment or failure of equipment which is under the direct control of the Employer.
- (b) It is agreed that when using 20cm solids (100%) 25cm and 30cm regular, semi-solids (75%) and solid (100%) standard aggregate concrete blocks, two (2) employees shall work in pairs to lay said blocks. It is further agreed that other masonry units that weigh in excess of twenty-five kilograms (25 kgs), two (2) employees shall work in pairs to lay said units. This shall not however, apply to lightweight blocks such as cinder, haydite or slag other than 25cm (100% solid) and 30cm semi-solid (75%) or solid (100%) cinder, haydite or slag.
- (c) The Employer recognizes and agrees that it is in the interest of productivity to maintain all scaffolds at a safe and proper working height. The Employer also agrees that where possible side brackets will be utilized on all scaffolds.
- (d) It is agreed that if a company is comprised of two or more Principals or Owners not more than one Principal or Owner shall be permitted to work with the tools of the trade on any one project. Any Principle or Owner working with the tools of the trade shall do so in compliance with the provisions of this Collective Agreement. This includes, but shall not be limited to, the Principle or Owner being required to pay Local Union Check Off dues, and Employer Industry and Training Funds.
- (e) Employees covered by this Agreement shall only provide service on the hourly rated basis as defined in Article 29 and any Union member contracting masonry work shall abide by the provisions of this Agreement.

For the purposes of clarity, no member of the Union shall perform any work in the ICI Sector except in accordance with all of the terms and conditions of this Collective Agreement. In addition to any remedy that may be available to the Union in accordance with its Constitution, any member violating this provision shall be subject to damages in an amount equal to "Blouin Drywall" damages as though they are an employer violating Article 1(d) of this Collective Agreement. Such damages shall be split equally between the applicable Local Union and OBBC, provided both parties participate in any proceeding.

- (f) Should an Employee receive an injury or become ill which causes him to leave the jobsite the Employer shall instruct an Employee to arrange for the safekeeping of such Employee's tools and clothes without loss of pay.
- (g) When an Employee is injured on the jobsite and must leave the job for medical attention or when the Doctor decides he is unable to return to the job because of the injury, or if instructed by the Foreperson or Superintendent to go home he shall be paid his regular wages and other benefits for the full eight (8) hours per day or designated shift, whichever is the greater. If in the opinion of the Employer another Employee is required to leave the jobsite with the injured or ill 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. Transportation when necessary shall be arranged by the Employer to a Doctor's office or hospital. The Local Union Office and the Employer shall be notified immediately of an accident to an Employee where loss of time is involved.
- (h) Members of the Union will not be permitted to work for out of Province Employers working in Ontario unless that Employer is party to the Ontario Provincial Agreement and agrees to abide by all terms and conditions of that Agreement.
- (i) An Employee injured in the performance of his duties and who is medically fit to return to work shall be reinstated

where practicable and where the job is not yet completed.

For Plasterers Only

- (j) Closed scaffolds shall be provided by the Employer on all stationary scaffolds.
- (k) The Employer shall supply darbies, straight edges, feather edges, plumb and cornice rods when necessary.
- (l) All bullnoses, chamfers and coves one to six inches must be run by mold conforming to the usual methods.
- (m) All brick, tile, block or gypsum block walls in the browning must be screeded with rod, both vertical and horizontal and all browning must be floated. Screeds must be true and straight, and all angles must be feather edged straight and true in the finishing coat.

■ ARTICLE 17 BENEFIT PLANS

- (a) It is agreed that contributions to a Provincial, National or Local Employee Benefit Plan referred to in this agreement, and deductions in respect of Union or Local Union dues may be amended by the Union during the course of this agreement by letter advising the Employer of the changes to be effective not earlier than thirty (30) days from the date of the letter, so long as the total negotiated compensation package is not increased thereby. It is understood that in accordance with this Article, the Union may unilaterally establish a new benefit plan of any kind and require the Employer to make contributions to that plan upon written notice to the Employer so long as the total negotiated compensation package is not increased thereby. Any fringe benefit in the collective agreement that is discontinued for any reason shall revert and be added to the hourly wage rate of the Local Union affected.
- (b) All deductions and contributions as outlined in Article 29 shall be paid not later than the fifteenth (15th) day of the Month following the Month in which they were earned. The combined payments shall be deposited in accordance with the designated place appearing on the Employers

Monthly Contribution Report Form.

- (c) There shall be two (2) remittance forms used when contributions are sent in by the Employers each month. The content of the forms shall be jointly agreed to by the Union and the Employer Association. If the Union and the Employer Association cannot agree on the content of the form, the Union and the Employer Association may require separate forms to be submitted by the Employers. One copy of each form shall be forwarded to the Employer Association and one copy of each form shall be forwarded to the Union administrator.
- (d) The first form shall have the Local Union's Administered Plans and Employer/Employee Contributions (refer to Article 29) such as, Local Union's Dues check-off, S.U.B. Plans, Welfare & Dental Plans, and Local Pension. Basic Monthly Dues as described in Appendix E shall be deducted from the employee's first pay of the work month. These contributions shall be broken down individually on the form and then totaled at the bottom with only one (1) cheque written to the Local Union or designate. Copies of the Local Form shall be sent to the Local Union or designate and to the Employers' Association or designate.
- (e) The second form shall include all of the Provincial Benefit Plans and Employer/Employee contributions including, Employer Industry and Training Funds and Provincial or National check-off as spelled out in the Collective Agreement (refer to Article 29). These contributions shall be broken down individually on the form and then totaled with only one (1) cheque written to the designate. Copies of the Provincial Form shall be sent to the Union or designate, the Local Union or designate and to the Employers' Association or designate.
- (f) If the Employer does not have any members in his employ a Nil Report shall be filed by the Employer on a Monthly report Form in accordance with Section (e) above. All Report Forms shall be required to contain a space in which

an Employer can indicate that he is filing his last report for that Local.

- (g) The parties agree that the following rules shall apply to employees who work in locations other than their home locals. All local union working dues check-off that are deducted under the collective agreement shall be paid to the Local Union in whose territory the work is being performed. All benefit contributions including all welfare, dental, pension, SUB plans shall be paid to the member's home Local Union or plan(s). Where the total compensation package in the member's home Local Union is different from the total compensation package in the area where the work is being performed, the Employer will, as a minimum, pay the prevailing wage package for the area where the work is being performed. All local employer industry, training and development funds that are contributed under the provisions of the collective agreement shall be paid to the Employer Association or designate on behalf of the local Employer Association in whose territory the work is being performed.
- (h) See Appendix F for all Union and Local Union Benefit Plans.

■ **ARTICLE 18**

TRAVEL, ROOM & BOARD

The territorial jurisdictions of Local #1 Hamilton and #2 Toronto shall remain as defined in Appendix B and the Free Travel Zones shall be as follows:

1. Local 1 Hamilton

Free Travel Zone - shall be Sixteen (16) kilometres from the Hamilton City Hall based on the shortest direct and practical automobile route, within Canada, excluding toll roads, as determined and calculated by using the most current version of www.maps.google.ca

Travel Allowance - When an Employee is required to work outside the Free Travel Zone as defined above he shall

receive a travel allowance per kilometre to the project and return per day of:

Fifty-Six Cents (56¢) as of May 1st, 2010

The number of kilometres in question shall be calculated based on the shortest direct and practical automobile route, within Canada, excluding toll roads, as determined and calculated by using the most current version of www.maps.google.ca. Travel Allowance shall not exceed Board Allowance as defined in Section 5 hereinafter.

2. Local 2 Toronto

(a) Zone 1 - Downtown Expenses

The following downtown expenses shall be paid when an Employee is required to work within an area bounded by the East boundary of Dufferin Street on the West, inclusive of C.N.E. grounds to the Lake and the Toronto Islands on the South, the South boundary of Bloor Street on the North, and the West boundary of Jarvis Street on the East.

Effective May 1st, 2019 - Sixteen Dollars (\$16.00) per day

Also, Public Transit costs to and from daily, the area known as the Toronto Islands or any subsequent title given to that geographical location.

(b) Zone 2 – Free Zone

From the boundaries of Zone 1 to the area bounded by the East boundary of Highway 427 (27) on the West, the South Boundary of Highway 7 on the North, and the West boundary of Kennedy Road on the East.

(c) Zone 3 – Travel Allowance Daily

Effective May 1st, 2019 - Eighteen Dollars (\$18.00) per day

From the boundaries of Zone 2, to the boundaries of the territorial jurisdiction defined in Appendix B.

(d) Barrie and Oshawa

Free Travel Zone shall be twenty-five (25) kilometres calculated based on the shortest direct and practical automobile route, within Canada, excluding toll roads, as determined and calculated by using the most current

version of www.maps.google.ca from Oshawa (City Post Office), and Barrie Town Hall based on the nearest point to the residence of the employee.

- (e) Travel Allowance for all other Local 2 members shall be paid regardless of point of residence. Territorial Jurisdiction defined in Appendix B as amended.
- (f) Where an employee who is a member of Local 2 works outside the geographic area of Local 2 as defined in Appendix B, travel allowance at the applicable rate as defined in Section 4 hereinafter measured from the boundary of the applicable Free Travel Zone to the project and return. Distances shall be calculated based on the shortest direct and practical automobile route, within Canada, excluding toll roads, as determined and calculated by using the most current version of www.maps.google.ca.
- (g) Travel Allowance shall not exceed the Board Allowance as defined in Section 5 hereinafter.

3. Free Travel Zone

- (a) All other Local Unions' Free Travel Zone shall be twenty-five (25) kilometres, calculated based on the shortest direct and practical automobile route, within Canada, excluding toll roads, as determined and calculated by using the most current version of www.maps.google.ca from the City Hall of the Cities in which the Local Union is located except as in Local 1 Niagara (Centre of Allenburg), IU Local 6 Windsor (Union Hall), IU Local 7 Ottawa (Chateau Laurier, Federal Post Offices of Pembroke, Renfrew, Arnprior, Egansville, Barry's Bay, Deep River, Cornwall and Hawkesbury), Local 12 Kitchener (Waterloo Wellington Airport Tower, Brantford City Hall, Owen Sound City Hall, Mount Forest Post Office) based on the nearest point to the residence of employee, IU Local 25 Thunder Bay (Labour Centre, Federal Buildings of Ignace, Sioux Lookout, Dryden, Kenora, Emo, Fort Frances, Atikokan, Nipigon, Terrace Bay and Marathon), Local 28 Sudbury (The Federal Buildings of Sudbury, North Bay, Kirkland Lake, Timmins, Kapuskasing, Cochrane, Timiskaming and Parry Sound),

Local 29. Sault Ste. Marie (Civic Centre), and Local 10 Kingston (City Halls of Belleville, Brockville, Kingston and Peterborough).

- (b) IU Local 7 Ottawa - the Free Travel Zone measured shall be calculated based on the shortest direct and practical automobile route, within Canada, excluding toll roads, as determined and calculated by using the most current version of www.maps.google.ca shall be sixteen (16) kilometres from the City Hall of Smith Falls, Perth, Carleton Place and Kemptville.

4. Travel Allowance

- (a) When an Employee who is a member of a Local Union works outside the free Travel Zone of the Local of which he is a member and as defined in Section 3 herein, he shall be paid travel allowance from the boundary of the Free Travel Zone at the following applicable rate per kilometre to the project and return per day shall be calculated based on the shortest direct and practical automobile route, within Canada, excluding toll roads, as determined and calculated by using the most current version of www.maps.google.ca:
Effective May 1st, 2010 - Sixty Cents (60¢)
- (b) When the employee elects to travel in the employer's van the employer shall pay to said employee sixty percent (60%) of the mileage as required in (a) above.
- (c) Travel Allowance shall not exceed Room and Board Allowance as defined in Section 5 hereinafter.

5. Room and Board Allowance

- (a) Room and Board Allowance shall apply whenever the Travel Allowance in respect of a particular project exceeds the amount specified for Room and Board Allowance in this agreement. Room and Board Allowance for all Local Unions shall be as follows:

For projects located in all geographical jurisdictions except Locals 25, 28 and 29:

Effective May 1st, 2022 – One Hundred-Fifteen Dollars (\$115.00) per day.

Effective May 1st, 2023 – One Hundred-Twenty Dollars (\$120.00) per day.

Effective May 1st, 2024 – One Hundred-Twenty-Five Dollars (\$125.00) per day.

For projects located within the geographical jurisdictions of Locals 25, 28 and 29:

Effective May 1st, 2022 – One Hundred-Twenty Dollars (\$120.00) per day

Effective May 1st, 2023 – One Hundred-Twenty-Five Dollars (\$125.00) per day.

Effective May 1st, 2024 – Once Hundred-Thirty Dollars (\$130.00) per day.

- (b) On projects where Room and Board Allowance applies and located two hundred and one (201) kilometres or less from the boundary of the Free Travel Zone of all Local Unions the applicable Board Allowance shall be paid on the basis of five (5) days per week. However, should an employee be required to work on the 6th and or 7th day of the week, the employee shall be paid Room and Board Allowance and Travel expense where applicable for such day(s).
- (c) Travel Allowance at the applicable rates as defined in Section 4 herein shall be paid to the project and return to the Free Travel Zone boundary once per project in addition to the applicable Room and Board Allowance Should an employee not report to work due to confirmed medical illness when work is available Room and Board Allowance shall be paid up to three (3) days for such illness. An employee absent for any other reason may have his Room and Board Allowance withheld.
- (d) On the projects where Room and Board Allowance applies and located more than two hundred and one (201) kilometres from the boundary of the Free Travel Zones of all Local Unions, the applicable Room and Board Allowance shall be paid on the basis of seven (7) days per week. Travel

Allowance at the applicable rates as defined in Section 4 herein shall be paid to the project and return to the Free Travel Zone Boundary once per project in addition to the applicable Room and Board Allowance.

6. Employees instructed to travel from one project to another during the regular working day after having reported to the initial jobsite shall be paid Travel Allowance at the applicable rate as defined in Section 4 herein. Distances shall be calculated based on the shortest direct and practical automobile route, within Canada, excluding toll roads, as determined and calculated by using the most current version of www.maps.google.ca.
7. All Travel Allowances and Room and Board Allowances shall be paid weekly by cash or cheque and within four (4) working days of the closing day of the pay period and identified separately from wages.
8. When an Employee works on a project located more than two hundred and one (201) kilometres from the Free Travel Zone Boundary of his\her Local Unions and return, the Employer shall pay the cost for all such transportation and meals. The Employer shall be required to pay traveling time based on the applicable regular straight time hourly rate of the area in which The Employee resides and holds membership to a maximum of eight (8) hours in any one day. When the time required to travel to the project is less than eight (8) hours, the Employee shall work the balance of his regular working period when requested to do so.
9. (a) Return public transportation shall be paid to any Employee by the Employer on the following basis on projects located from the boundary of the Free Travel Zone of the Employee's Local from which he was hired.
 - 322 kilometres up to 644 kilometres - one round trip every two (2) months.
 - 644 kilometres up to 966 kilometres - one round trip every four (4) months.

- Over 966 kilometres - one round trip every six (6) months.
 - (b) On projects of more than ninety (90) days duration should an Employee leave prior to completion of the project, for reasons other than compassionate grounds, Travel Allowances and Travel Time may be withheld.
10. When camp conditions are of necessity in lieu of the Board Allowance defined in Section 5 herein, it is agreed that such camp conditions shall be of first-class accommodations and such accommodation conditions shall be established prior to the commencement of work.

11. Parking

Other than for Local 2 Toronto; where employees are required to work in an area where pay parking is required the employee will be reimbursed, upon production of a legitimate receipt, the amount of the cost of the parking up to a maximum of Sixteen Dollars and Fifty Cents (\$16.50) per day. This shall be claimed and paid on a weekly basis. There shall be no parking expense reimbursement if the Employer makes adequate parking arrangements for a specific project.

■ ARTICLE 19 EMPLOYER AND EMPLOYEE DEDUCTIONS & CONTRIBUTIONS

- (a) The Union with the consent of the Trustees and on behalf of the Trustees, may enforce any part of this Article 19 that relates to the matters arising between an employer and the Trustees. Within such proceedings and again on behalf of the Trustees, the Union may seek all of the remedies contemplated in this Agreement or in the Trust Agreement. Nothing herein precludes the union on behalf of the Trustees from filing a grievance and proceeding pursuant to the Lien Actor Section 133 of the *Ontario Labour Relations Act* or utilizing any other section of the

Act in addition to or in conjunction with the aforesaid.

In addition to other remedies available to the Union and the Trustees in this Article or any other portion of the collective agreement, should the Trustees or the Employer Association deem an employer to be delinquent in forwarding or delivering contributions or deductions, the Trustees or the Employer Association, as the case may be, may upon written notice require the employer to deliver contributions and or deductions on a weekly basis, commencing with the week beginning the Monday after such notice is delivered by the Trustees or the Employer Association as the case may be. Contributions and/or deductions for each work week shall be remitted to the Trustees and/or the Employer Association or appropriate administrator at the same time as wages are due to employees pursuant to Article 29 hereof.

In the event of a grievance alleging that an employer has failed to make the proper payments to any Trust Fund or party as required by this Agreement, the parties agree that for the purposes of determining any issue, the following presumption shall apply:

A statement signed by a member of the Union, a business representative, a trustee, a duly authorized agent of an Employer Association or the administrator of a trust fund, shall be prima facie evidence of a number of hours worked by members of the Union, and of a failure to make the appropriate payments as required by this Agreement. The evidence shall establish only a rebuttable presumption and may be challenged by the employer with proper documentary evidence.

If the Ontario Labour Relations Board or a Board of Arbitration, to which a grievance alleging failure to pay wages to employees or a failure to make appropriate payments to a trust fund or an administrator or the Employer Association as required by the Agreement, or alleges the use of non-union personnel, determines that an employer has violated the Collective Agreement on the

basis alleged in the above referenced grievance(s) then the OLRB or the Board of Arbitration shall also require the employer to pay all reasonable costs incurred by the Union or the Employer Association (whether as Applicant or Intervenor) in prosecuting the grievance including but not limited to, all legal costs on a solicitor-and-client basis, travel, meal and accommodation cost of all witness and Business Representatives or Employer Association Representative, conduct money, cost incurred in serving a summons, any expenses incurred by the Union pursuant to Section 133 or otherwise, for the Board of Arbitration.

- (b) Each employer shall contribute the relevant amount, including Employer, Industry, training and development funds as per Article 29 per hour for each hour earned by each employee covered by this agreement. Overtime work shall be considered on a straight time basis.

Where there is a legally established Local Masonry Contractors Association ("LMCA"), the Board of Directors of such LMCA may request that MIECO/OBBC collect an amount as Local Industry Funds to be set out in Article 29 of the Agreement and collected through the Electronic Remittance System. As a condition of such collection, the LMCA must provide to MIECO audited annual statements setting out their Local Industry Fund revenue and corresponding expenses. Such LMCA's shall have until August 1, of the year following ratification to provide the following:

- The documents establishing the LMCA;
- The current Officers and Directors of such LMCA (including signing officers);
- The bank account information for such LMCA;

MIECO shall provide a reconciliation by contractor of the hours worked under the Local Wage Schedule under which the LMCA receives the Local Industry Funds.

All welfare, dental, pension, SUB contributions and similar contributions and all deductions shall be paid on the basis

of hours earned.

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

- (c) All Employers are required to submit all Employer, Industry, Training and Development Funds in accordance with Article 29 by way of the Electronic Remittance System located on the Brick Employer Website at www.brickemployer.com.

Any Employer who does not utilize the Electronic Remittance System shall be required to pay an administration fee to MIECO or the OBBC as applicable to compensate for the entry of such data by Canada Masonry Centre staff and the additional delinquency control measures necessary due to the delay in information being entered in the system. This administration fee is subject to change by the MIECO Steering Committee or the Executive Director if so designated, but shall be initially at fifty dollars (\$50) plus thirty-five cents (\$0.35) per hour per month.

■ **ARTICLE 20**

DELINQUENT REMITTANCES

- (a) When remittances in accordance with Articles 17 and 19 are over 10 days in arrears, the employer shall pay to the Trustees and/or to the Employer Association in the case of Employer Industry, Training and Development Funds, as liquidated damages and not as a penalty, an amount equal to 5% per month, or portion thereof up to 60% per annum of such delinquent contributions, unless the Employer has corrected such delinquencies within 5 days of being given written notice.
- (b) In addition the delinquent employer shall be required to pay all costs of collection of such liquidated damages and may be required upon the request of the Trustees and/or the Employer Association in the case of Employer Industry, Training and Development Funds, to deposit with the

Trustees or the Employer Association as the case may be, a cash deposit, irrevocable letter of credit or equivalent acceptable security to a maximum of two hundred and fifty thousand dollars (\$250,000).

- (c) Should a delinquent Employer refuse to pay the penalty herein provided, it is agreed the Employees of such delinquent Employer may refuse to work for such Employer until the Employer has complied with all obligations regarding remittances and / or penalties. Refusal to work by Employees shall not be a violation of this agreement or an unlawful stoppage of work within the provisions of the Ontario Labour Relations Act, and the Employer shall not institute or commence any applications, actions or proceedings of any nature whatsoever under the Ontario Labour Relations Act, this Agreement or otherwise against the Union or any of its Officers, Officials, Servants, Employees, Agents or Members in connection with any such refusal to work.

It is further agreed that the Employer Association or designate may rely upon the sub-contracting provisions as set out in Article 1 Recognition, Contracting and Project Management Item (d) and may notify relevant parties, including owners, general contractors and/or project managers of its reliance upon these provisions, for projects underway or being tendered.

- (d) Each Employer bound by this Agreement agrees that where the Trustees of any employee benefit plan to which the Employer is required to contribute payments, the Union or OBBC have just cause to believe that an Employer has not made proper or any contributions and reports in relation to the Benefit Plan or has not made proper or any contributions and reports with respect to Industry or Training Funds, the Employer shall produce complete employment and payroll records, job costing allocations, T5018 forms, contracts, subcontracts and other supporting documentation as reasonably required to permit review of these records by a chartered accountant appointed by the

Trustees, the Union or OBBC, to determine whether the Employer has made the required contributions.

In the event such review reveals that an Employer has failed to properly contribute or report to any Benefit Plan, or contribute or report Employer Industry, Training and Development funds as set out in Article 29 of the Agreement; the Trustees of any such trust fund, the Union or the Employer Association, may require such Employer to pay the cost of review where the Trustees, the Union or the Employer Association, are of the opinion that such Employer deliberately failed or omitted to properly contribute or report as aforesaid. If no such failure is revealed, the individual party originally requesting the audit shall bear the costs.

It is further agreed that the Employer Association or designate may rely upon the sub-contracting provisions as set out in Article 1 – Recognition, Contracting and Project Management item (d) and may notify parties, including owners, general contractors and/or project managers of its reliance upon these provisions, for projects underway or being tendered.

- (e) The Union agrees to notify any Employer who may have signed or who does sign a Collective Agreement that applies to work in the ICI sector directly with the Union prior to the 8th day of October 2004 that the Employer is obligated to contribute the specified Employer Industry, Training and Development Funds as set out in Article 29 herein.

The Union further agrees that all signatory Employers have an obligation to remit Employer Industry, Training and Development Funds as set out in the Agreement.

- (f) Each Employer is required to maintain all time cards, job costing allocations, employment and payroll records for a period of at least twelve (12) months from the end of the month in which the work was performed. A failure to maintain such records shall be deemed to be a failure to properly contribute under sub-paragraph (d) above.

■ ARTICLE 21

REFRACTORY CONDITIONS

Meaning: Firebrick, Acid Resistant Structural Materials, Carbon, Graphite Materials, Gunitite, Acid Resistant, Tar Impregnated Brick and All Other Refractory Materials

1. **Saw Operator**

- (a) Employees, while engaged as a Saw Operator, shall receive a premium of Forty Cents (40¢) an hour above the basic refractory rate for the hours spent operating the saw and shall wear all safety clothing provided.
- (b) All protective equipment to be supplied by the Employer.
- (c) Employers will, where practical, assign one Bricklayer for each saw.

2. **Stackwork**

- (a) For work on a stack the wage rate shall be the base rate as stipulated in the Provincial Agreement Article 21 (6), refractory conditions plus a premium of Two Dollars and Fifty Cents (\$2.50) per hour commencing at the base of the structure and shall cease when the structure is completed. The premium pay shall not apply to reporting pay and further shall not be multiplied by overtime premiums.
- (b) The above premium shall not apply to blast furnace work.

3. **Transportation**

If Bricklayers are required to walk more than one-half (1/2) mile from the centre of the parking lot assigned to the contractor to the project, transportation between the parking lot and the project shall be provided. This may be varied by agreement at a pre-job conference.

4. **Facilities**

- (a) As warranted when graphite, carbon, acid, tar

impregnated brick, gunite work and on all work on lime kilns, blast furnace relines, and coke oven repairs, coveralls and glove shall be provided by the Employer and such clothing shall remain the property of the Employer.

- (b) The Employer agrees to provide clean hot and cold water, soap and clean individual paper towels and provide sufficient time to wash up. Such facilities described herein shall be provided at commencement of the appropriate work herein.
- (c) Where dust conditions prevail, adequate ventilation will be provided, and Employee will be provided with proper respiratory equipment.
- (d) When working with refractory ceramic fibre, NIOSH approved full face respirator masks, coveralls, disposable coveralls, tape and gloves shall be provided by the Employer and safety training shall be provided by competent trainers on the Employer's time and at the Employer's expense.

5. Laid Off or Dismissed

The Employers agree to notify the Steward forthwith when an Employee has been laid off or dismissed.

6. Basic Refractory Wages and Premiums

- (a) Minimum basic refractory rate shall be paid at a premium of no less than Fifty Cents (50¢) per hour earned over the established rate as set out in Article 29, Wages, Deductions and Contributions.
- (b) Employees working with carbon and/or graphite materials shall be paid a premium of Sixty Cents (60¢) per hour earned over the prescribed basic refractory rate as set out in (a) above.
- (c) Employees working where the temperature of the immediate working area is one hundred and twenty degrees (120°F) Fahrenheit or forty-nine degrees (49°C) Celsius, shall be paid a premium of Sixty Cents (60¢) per hour earned over the prescribed basic

refractory rate as set out in (a) above.

7. Notwithstanding the Refractory Conditions established in the above, the following items shall form part of this Agreement.
 - (a) Conditions in the Geographical Area of Local 23 Sarnia shall be as defined in Appendix D.
 - (b) It is understood and agreed that when refractory work is carried out in Local 12, the base rate of wages shall be the same as that shown for Local 1 under Article 29.
 - (c) Guniting - Local unions agree to cooperate in providing nozzle operators whenever requested. When nozzle operators are not available, Employers will be permitted to bring employees from another Local Union.

8. **Casthouse Floor**

Ongoing day to day repairs that are carried out while the blast furnace is under wind and include the taphole face through to the tilting runners, including the tilting runners when they are refined off-site, shall be performed under the following rates and conditions:

- (a) minimum wage rates shall be paid at eighty-five percent (85%) of current rates as per Article 29;
- (b) fringe benefits shall be remitted as per Article 19 (a);
- (c) overtime shall be paid in accordance with Article 10(a) except that the minimum rate shall be as defined in (a) above;
- (d) no standard starting or finishing time shall apply to this work; and
- (e) the rates and conditions in the sub Article do not apply during a blast furnace relining.

ARTICLE 22 SHIFT WORK FOR REFRACTORY AND MASONRY — SCHEDULE " A " - SCHEDULE OF HOURS

Working Period	Starting Time	Work Break	Lunch Break	Work Break	Work Break	Finish Work	Actual Hours Worked	Hours to be Paid	Sat. Sun. & Holiday
Regular Hours**	8:00 am	10:00-10:10 am	12:00-12:30 pm	2:30 - 2:40 pm*	-	4:30 pm	8	8	16
Two Shift Operation									
12 Hour shifts	8:00 am	10:00 - 10:10 am	12:00 - 12:30 pm	2:30 - 2:40 pm*	-	8:00 pm	11	16	24
	8:00 pm	10:00 - 10:10 pm	12:00 - 12:30 am	2:30 - 2:40 am*	-	8:00 am	11	17	25
10 Hour shifts	8:00 am	10:00 - 10:10 am	12:00 - 12:30 pm	2:30 - 2:40 pm	4:20 – 4:30 pm	6:30 pm	10	12	20
	8:00 pm	10:00 - 10:10 pm	12:00 - 12:30 am	2:30 - 2:40 am	4:30 – 4:40 am	6:30 am	10	13	21
9 Hour shifts	8:00 am	10:00 - 10:10 am	12:00 - 12:30 pm	2:30 - 2:40 pm	-	5:30 pm	9	10	18
	5:30 pm	7:30 - 7:40 pm	9:30 - 10:00 pm	Mid. - 12:10 am	-	3:00 am	9	11	19
8 Hour shifts	8:00 am	10:00 - 10:10 am	12:00 - 12:30 pm	2:30 - 2:40 pm	-	4:30 pm	8	8	16
	4:30 pm	6:30 - 6:40 pm	8:30 - 9:00 pm	11:00 - 11:10 pm	-	1:00 am	8	9	17
Three Shift Operation									
	8:00 am	10:00 - 10:10 am	12:00 - 12:30 pm	2:30 - 2:40 pm	-	4:00 pm	7.5	8	15
	4:00 pm	6:00 - 6:10 pm	8:00 - 8:30 pm	10:30 - 10:40 pm	-	12:00 am	7.5	9	16
	12 MID	2:00 - 2:10 am	4:00 - 4:30 am	6:30 - 6:40 am	-	8:00 am	7.5	9	16

** All overtime on the regular hours of work shall be paid at the rate of double time the applicable refractory rates.

* Also, to include a hot meal where over ten (10) hours shifts are worked. Time of meal to be arranged by mutual agreement.

* On work over a ten-hour shift and a hot meal cannot be provided the employer agrees to pay the equivalent of one-half hourly wage rate at the regular time in lieu of, the cost of the hot meal.

NOTES: Starting time may be adjusted by mutual agreement.

Time of second lunch break and third coffee break to be arranged by mutual agreement for the 12-hour shift operation.

Saturday commences at 12:01 A.M. and Sunday ends at 11:59 P.M. Any work done between 12:01 A.M. Saturday and 11:59 P.M. Sunday will be paid at the rate of double time.

This schedule shall apply to Local Union #2 for regular and shift hours for refractory work only.

(a) Holiday as named in Article 10, will commence at 12:01 A. M. and continue for 24 hours on the calendar day on which it occurs.

(b) The column headed "Hours to be Paid" does not reflect the correct number of hours in the event that any of the hours worked on any shift fall into a Saturday, Sunday or Holiday

■ **ARTICLE 23 SHELTER**

- (a) The Employer shall provide accommodation with adequate tables and seating facilities for Employees covered by this Agreement and it shall be properly constructed, heated and lighted. Said shelter shall be provided at the commencement of the work. There shall be room and provision for the safe storage of the Employees' tools and clothes and free from materials and equipment. Shelters shall be kept cleaned and sanitary daily by both parties.
- (b) Employees' tools and clothing lost by fire or theft from the shelter provided for their Storage, shall be compensated for by the Employer, on written proof of loss.

■ **ARTICLE 24 PAYMENT OF WAGES**

- (a) Payment of Wages shall be made not later than Thursday of each week on the jobsite during working hours by cash or cheque or other negotiable instruments. Time books to be closed weekly and pay day shall be within four working days of the closing time of the books. The Union, in individual cases, for reasonable cause, may require that the payment shall be made by cash or certified cheque until such cause has been removed.
- (b) Accompanying the Pay, the Employer shall provide a statement for each Employee showing the Company Name, the Employee's Name, the Dates of Pay Period, the Number of Hours worked, the Rate per Hour, the Gross Pay, Traveling Allowances, Vacation Pay, Board Allowance, Deductions and Contributions and Net Pay.
- (c) Any Employee failing to receive his pay on his regular pay day shall give notice to his Employer or his representative. If the Employer does not make payment of wages before twelve (12) noon on the following working day the Employer shall pay two (2) hours pay at the applicable straight time hourly rate in addition to his wages to the

Employee for each regular work day (Monday through Friday) the delinquency continues.

■ **ARTICLE 25**

INITIAL REPORTING TIME

When a member reports for work at the Employer's Shop or Job at the request of the Employer and is told that he is not required he shall be paid a minimum of three (3) hours Wages plus Travel Allowance and/or Board Allowance when applicable.

■ **ARTICLE 26 REPORTING TIME**

- (a) Where an Employee reports for Work at the Employer's Job and work is not available (for reasons other than inclement weather) and where the Employee had reason to believe that work in progress would be available, the Employer shall pay the Employee three (3) hours pay at the regular rate and Traveling Allowances and/or Board Allowance when applicable.

Inclement Weather Reporting Time

- (b) The Parties agree that when an Employer or his Representative makes no attempt to notify the Employees by the regular starting time whether work will or will not commence a penalty of three (3) hours shall be paid for each Employee affected and such Employer shall pay the assessment immediately. Where an employee reports for work at the Employer's job and work is not available because of inclement weather and where the employee has reason to believe that work in progress would be available the Employer shall pay the employee the applicable Travel Allowance and/or Board Allowance.

■ **ARTICLE 27 HOURS OF WORK**

- (a) The regular hours of work for work performed on Monday to Friday inclusive, shall be from 8:00 a.m. until 4:30 p.m. each day. This is no guarantee of daily or weekly hours by

the Employer. The starting time may vary up to thirty (30) minutes.

- (b) No work shall be performed at any time other than during the regular hours and days as defined in (a) unless mutually agreed by the Parties to this Agreement.
- (c) When work cannot be done during the regular work day defined in (a) above on Monday to Friday inclusive, such work may be done as an evening or night work at one and one-eighth (1 1/8) times the regular day rate.
- (d) On all buildings of less than eight (8) storeys, the starting point at starting time shall be the shelter as defined in Article 23. The Employee shall leave the shelter at 8:00 a.m. and proceed to work on the Employer's time. The Employee shall leave the job at 12:00 Noon and proceed to lunch on his own time. The Employee shall proceed to work at 12:30 p.m. on the Employer's time and shall leave the job at quitting time and return to the shelter on his own time. On all buildings of eight (8) storeys or more in height, the shelter shall be provided closely adjacent to the starting point, and the eighth (8th) floor shall be known as the starting point and the Employee shall proceed to his work from this point on the Employer's time.
- (e) By mutual consent of the Local Union and the affected Employer, should inclement weather cause employees on a project to lose eight (8) hours or more during a Monday to Friday regular work week, then Saturday may be worked as make-up time, at straight time rates. Employees working on Saturday shall not work in excess of the regular work week hours on a Monday to Saturday basis. If the Employee works over the number of hours of a regular work week then double time shall apply to the excess hours. It is understood and agreed that make-up time is on a voluntary basis only. Employees not wishing to work the make-up time shall not be subject to disciplinary action or layoff.
- (f) This clause is not applicable to Refractory or Maintenance work.

■ ARTICLE 28 VACATION PAY

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

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

■ ARTICLE 29 WAGES, BENEFITS AND CONTRIBUTIONS

Current wage schedules can be found at this link

www.brickemployer.com/collective

2022 – 2025 Wage Settlement

Effective May 1, 2022 whichever is the later

May 1, 2022 Increase 3% on Total Wage Package

May 1, 2023 Increase 3% from previous year on Total Wage Package

May 1, 2024 Increase to be established as per agreed formula

■ ARTICLE 30 PENSION FUND

The Employer agrees to forward to the CMPT Administrator employer contributions at the hourly rate as set out in Article 29 for each person performing work under this collective agreement by the fifteenth of the month following the month in which contributions are earned.

■ ARTICLE 31 JURISDICTIONAL DISPUTES

All work assignment and jurisdictional disputes involving any other organization or employee shall be resolved at the Ontario Labour Relations Board in the event the parties cannot resolve the issue. The Employer agrees to recognize and apply the practice of the Local Unions of the BACU to work assignments of Local Unions of the BACU.

This Collective Agreement dated at Toronto, as of May 1st, 2019.

Signed on behalf of the Masonry Industry Employers Council of Ontario (MIECO)

David Stubbs

Signed on behalf of the Ontario Provincial Conference of the International Union of Bricklayers and Allied Craftworkers (OPC)

Tony Di Maria

Craig Strudwick

■ **APPENDIX B**

TERRITORIAL JURISDICTION OF THE LOCAL UNIONS

Local 1 – HAMILTON - BRICKLAYERS AND MASONS

The County of Wentworth.

In the County of Halton: that portion West of Sixteen Mile Creek, from Lakeshore to Queen Elizabeth Highway, and the portion West of Sixth Line North from Queen Elizabeth Highway.

In the County of Lincoln: the Townships of North Grimsby, South Grimsby and Caistor.

The County of Haldimand, except the Townships of Moulton and Dunn.

Local 2 – TORONTO - BRICKLAYERS AND MASONS

The City of Toronto as defined by the City of Toronto Act, 1997 (Bill 103) which includes the former Metropolitan Toronto and all of its boroughs.

In the County of Halton – all territory lying East of the Sixteen Mile Creek from Lakeshore to Queen Elizabeth Highway and all territory lying East of the Sixth Line North from Queen Elizabeth Highway.

The Counties of Ontario, Peel, York and Simcoe. Durham County to the east to Durham County Road 23, also known as Lakeridge Road.

This will also be the western border of Local 2 Oshawa.

The District of Muskoka and the towns and surrounding territory of Burk's Falls and Parry Sound in the District of Parry Sound

Local 2 - BARRIE

Townships of Nottawasaga, Sunnidale, Flos, Vespra, Tosorontio, Essa, Innisfil, Adjala, Tecumseth, West Gwillimbury in the County of Simcoe and Township of Mulmur in the County of

Dufferin and the Townships of Oro, Orillia, Gravenhurst, Bracebridge, Huntsville, Burk Falls, Parry Sound, Beaverton and surrounding territories and the Townships of Tiny and Tay in the County of Simcoe, City of Barrie, Orillia, and District of Muskoka.

Local 1 - NIAGARA - BRICKLAYERS, MASONS, PLASTERERS, CEMENT MASONS, TILE AND TERRAZZO AND HELPERS

The County of Lincoln except the Townships of North Grimsby, South Grimsby and Caistor.

The County of Welland.

The Townships of Moulton and Dunn in Haldimand County.

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

The County of Middlesex, Elgin and all territory in Oxford County lying West of Highway 59 including the City of Woodstock, Townships Colborne, Goderich, Stanley, Hay, Stephen, Usborne, TuckerSmith, McKillop, Hullet, in the County of Huron, Townships Logan, Ellice, North Easthope, South Easthope, Downie, Fullarton, Hubert, Blanshard, in the County of Perth.

Local 6 – WINDSOR

The Counties of Essex and Kent

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

The Counties of Carleton, Prescott, Russell, Lanark, Stormont, Glengary, Renfrew, and Dundas. The Townships of North and South Crosby, Bastard, Kitley, Burgess, Elmsley in the County of Leeds, the Town ships of Wolford, Oxford, South-Gower and Edwardsburgh in the County of Grenville.

Local 10 – KINGSTON - BRICKLAYERS, MASONS AND PLASTERERS

The Counties of Lennox and Addington, Peterborough, Haliburton, Northumberland and Victoria. the Township of Augusta in the County of Grenville, the Townships of Hope and Cavan in Durham County and the Townships of Leeds, Front of

Escot, Front of Young and Elizabethtown in the County of Leeds.

Local 10 – KINGSTON - CEMENT MASONS

As above and including the Counties of Stormont, Glengary, and Dundas.

LOCAL 10 – KINGSTON - MARBLE TILE AND TERRAZZO

The Counties of Lennox, Addington, Leeds, Frontenac, Grenville, Hastings, and Prince Edward.

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

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

Local 2 – OSHAWA - BRICKLAYERS, MASONS, PLASTERERS AND CEMENT MASONS

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

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

County of Lambton

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

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

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

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

Districts of Algoma and Manitoulin Island.

Local 29 – SAULT STE. MARIE - BRICKLAYERS AND MASONS

Districts of Algoma and Manitoulin Island.

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

The City of Toronto as defined by the City of Toronto Act, 1997 (Bill 103) which includes the former Metropolitan Toronto and all of its boroughs.

The Counties of Simcoe, Peel, York, Durham, Victoria, Peterborough, Northumberland. Wentworth, and Halton. The Townships of North Grimsby, South Grimsby and Caistor in the County of Lincoln. The County of Haldimand except the Townships of Moulton and Dunn.

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

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

■ APPENDIX C REFRACTORY CONDITIONS

Firebrick, Refractory Materials, Acid Resistant Structural Materials and Carbon and Graphite Materials for the Geographical Area of Local 23, Sarnia, Ontario.

In addition to the rates as established in Article 29, Wages, Deductions, Contributions, an additional One Dollar and Forty Cents (\$1.40) per hour shall be paid for the laying of acid and firebrick, also all types of refractory work to include all refractory material. Twenty Cents (20¢) per hour (Forty Cents (40¢) per hour on overtime) above refractory rate of pay to be

paid to Nozzle Operators.

Stacks and Silos

A premium of Two Dollars (\$2.00) per hour will be paid above the prevailing wage rate for work up to three hundred feet (300'). This shall include overhand work or free fall area. For each additional fifty feet (50') an additional premium of One Dollar (\$1.00) will be paid.

Shift Work

Shift work shall be defined as follows:

1. An Employee or Group of Employees in relay with one another.
2. When work is scheduled to start after the regular starting time it shall be deemed as shift work.
3. No Bricklayer shall work more than one shift in any twenty-four (24) hour period.
4. When it is deemed necessary to change the scheduled shift, the Employer must notify the Business Agent or his Representative.
5. When Bricklayers report for work and are notified that the length of the shift has been changed, they shall receive a minimum of eight (8) hours pay.
6. Bricklayers will be entitled to a smoke break every two (2) hours in a smoking area with no loss of time.

■ APPENDIX D TRADE JURISDICTION

Bricklaying Masonry shall consist of the laying of bricks made from any material, in, under, or upon any structure or form of work where bricks are used, whether in the ground, or over its surface, or beneath water, in commercial buildings, rolling mills, iron works, blast or smelter furnaces, lime or brick kilns, in mines or fortifications, and in all underground work, such as sewers, telegraph, electric and telephone conduits. All cutting of joints, pointing, cleaning and setting of brick walls, pointing

or caulking of masonry to masonry, fireproofing, block-arching, terra-cotta cutting and setting, the cutting, laying of all tile, mineral wool, insulation, cork blocks and glass masonry, or any substitute for the above materials, the installation of air barriers on masonry and/or concrete, the cutting, rubbing and grinding of all kinds of brick and the setting of all cut stone trimmings on brick buildings is bricklayers work. It shall consist of all restoration work involving the removal and replacement of existing or deteriorated masonry units. Bricklayers shall have the right to use all hand held tools or power tools and equipment which are considered necessary in the performance of their work.

The laying, cleaning, cutting and pointing of cement blocks, artificial stone, and all cement blocks that are used for backing up external wall, the building of party wall, columns, girders, beams, floors, stairs, arches and block partitions where substituted for the clay or natural stone products. The preparation, application or erection of plastic castables or any refractory materials and membrane installation on all acid work. All on-site preparation and erection of prefabricated brick and/or block panels, including the cutting, setting, plumbing, aligning, leveling, shimming, pointing and all necessary work to complete same. Bricklayers shall have the right to use all tools which are considered necessary in the performance of their work. All cork installations and substitutes therefore where cement or other adhesive materials are used, when such is installed in floors, wall, partitions, roofs, and ceiling insulation, including the cutting of closures to fill out courses. The laying of all mono-wall and thread-line materials and the operation of all tools and applicators in connection with the mono-wall system of construction shall be the work of the bricklayer.

The laying of all rubble work with or without mortar, setting all cut stone, marble, or slate of stone work (meaning as to stone any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exterior of buildings by Architects, and customarily called "Stone" in the Trade). Cutting all shoddy, broken ashlar or random ashlar, that

is roughly dressed upon the beds and joints and range ashlar not over ten inches in height; the dressing of all jambs, corners and ringstone that are roughly dressed upon the bed, joints or reveals, and the cutting of a draft upon same for plumbing purpose only; and the cleaning and pointing of stone work. This is to apply to all work on buildings, sewers, bridges, railroads, bulkheads, breakwaters, jetties, playgrounds, parks, landscaping and curbing or other public works, and to all kinds of stone, particularly to the product of the locality where the work is being done, and the same shall be considered Stonemasonry.

Stonemasons shall have the right to use all tools which are considered necessary in the performance of their work. A Stonemason shall be required to provide sharp tools when starting a job and the Employer agrees to provide for the forging of these tools during the job and prior to lay-off. Stonemasons shall have the right to use all hand-held tools or power tools and equipment which are considered necessary in the performance of their work.

Cutting, setting, plumbing, aligning, leveling, shimming, pointing and other necessary work involving the installation of units which have been moulded formed or cast and having a facing of materials such as Brick, Block, Tile, Marble, Slate, Granite, natural or artificial stone shall be performed by members of the Union. Granite Cladding will be performed by members of the Union. All exterior granite/stone cladding work shall be performed by members of the Union under the provisions of this agreement.

All exterior or interior plastering, plain and ornamental, when done with stucco, cement and lime mortars or patent materials, artificial marble work, when applied in plastic form, composition work in all its branches, the covering of all walls, ceilings, soffits, piers, columns or any part of a construction of any work when covered with any plastic materials in the usual methods of plastering, is the work of the Plasterer. The casting and striking of all ornaments of plaster compositions, the cutting and filling of cracks. All cornices, moulding, coves, and

bull nose shall be run in place on rods and white mortar screeds and with a regular mold and all substitutes of any kind, when applied in plastic form with a trowel, or substitute for same, dry-wall taping is the work of the Plasterer. Any material related to stucco including any thermal base that supports any acrylics shall be the work of the Plasterers or Dry-Wall Tapers.

Ceramic Welding - The Employers agree to assign to employees represented by the BACU of Canada all onsite maintenance, repair and renovation work involved in the ceramic welding process, including but not limited to: the handling and transportation of all materials; tools and equipment associated with ceramic welding; the operation and repair of ceramic welding equipment; all work and tasks necessary to prepare the work areas for ceramic welding; the mixing of all ceramic materials; the operation of all lances used in performing ceramic welding; all tasks necessary to restore the work area to normal operating conditions; and any other work assignments necessary under the manufacturers requirements.

■ **APPENDIX E**

MONTHLY BASE DUES SCHEDULE

The Employer agrees to deduct the Employee's pay and remit to the Union the Monthly Base Dues as set out in Appendix E from the first monthly pay.

Local 1	\$ 25.00
Local 2	\$ 30.00
Local 5	\$ 30.00
IU Local 6	\$ 25.00
IU Local 7	\$ 34.00
Local 10	\$ 30.00
Local 12	\$ 30.00
Local 20	\$ 30.00
Local 23	\$ 35.00
Local 25	\$ 34.00
Local 28	\$ 25.00
Local 29	\$ 30.00

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

■ APPENDIX F

BENEFIT PLANS

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

Global Benefit Plan Consultants
191 The West Mall, Suite 901
Etobicoke, Ontario M9C 5K8

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

Local 2 Toronto	Global Benefit Plan Consultants 191 The West Mall, Suite 901 Etobicoke, Ontario M9C 5K8
Local 1 Niagara	" "
Local 5 London	" "
Local 10 Kingston	" "
Local 12 Kitchener	" "
Local 2 Oshawa	" "
Local 23 Sarnia	" "
Local 1 Hamilton	Dave Martin 360 James Street North, Suite 101 Hamilton, Ontario L8L 1H5 (905) 527-8418
Local 25 Thunder Bay	David Kubinec. BDO Dunwoody LLP 1095 Barton Street Thunder Bay, Ontario P7B 5N3 (807) 625-4444
Local 28 Sudbury	Franco Rocca 469 Bouchard St. Suite 222 Sudbury, Ontario P3E 2K8 (705) 522 4140

Local 29 Sault Ste. Marie	<p>Howie Bowes 316 Korah Road Sault Ste. Marie, Ontario P6C 4H1 (705) 949-2642</p>
IU Local 6 Windsor	<p>Jean Robitaili 3454 Sandwich St Windsor, Ontario N9C 1B3 (519) 256-3070</p>
IU Local 7 Ottawa	<p>Lee-Power Assoc. Inc. 616 Cooper Street Ottawa, Ontario K1R 5J7 (613) 236-9007</p>

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

■ **APPENDIX G**

CAULKING, WATERPROOFING, POINTING AND CLEANING SPECIALTY CONTRACTORS

This appendix covers caulking, waterproofing, pointing and cleaning of brick, stone and concrete structures, including all the grinding and cutting of such work, all sandblasting, gunite work and the application of all sprayed-on insulation and air barrier on all Construction projects conducted by specialty contractors and specialty divisions of masonry contractors engaged exclusively in caulking, waterproofing or the application of sprayed-on insulation and air barriers. It is expressly agreed that this Memorandum does not apply to masonry contractors who perform such work in conjunction with general masonry and stonemasonry work including restoration work, except Refractory Work.

The Employer recognizes that the above-mentioned work is the jurisdiction of the Union and agrees to assign all such work exclusively to members of the Union.

The Employer and the Union agree to apply all the terms and conditions of the current OPC Brick Provincial Agreement.

The Parties agree that the following conditions take effect as of the signing of this agreement, in addition and in variance to the Provincial Agreement for the work set out above.

1. Article 29 - Wages

Effective on signing, the Employee's (covered under this Agreement) hourly wage rate shall be Four dollars (\$4.00) less than that of the bricklayers' hourly wage rate until April 30th, 2025.

2. Article 18 - Travel, Room & Board

(a) Out of Town (Room and Board)

No more than two (2) people share a room when boarding out of town. Reasonable accommodations shall be paid by the Employer. Meal allowance of Fifty Dollars (\$50.00) per

day shall be paid on that week's pay cheque for each person.

Board is applicable when travel to project from the Employer's office is more than one hundred and fifty kilometres (150 km) one way. Distances shall be calculated based on the shortest direct and practical automobile route, within Canada, excluding tolls roads, as determined and calculated by using the most current version of www.maps.google.ca.

(b) Travel

All travel in company vehicle shall be paid at straight time, one way only (benefits not applicable) and shall be clearly identified on pay stub as travel. Employees that are members of OPC shall have "full mobility" for work in the Province of Ontario as defined in this Memorandum of Agreement. The vehicles will be properly cared for and kept neat and clean. Damage or mechanical defects will be reported immediately.

(c) All other travel will be as per Article 18.

3. Article 5 – Union Security

(a) All Employees performing said work in the industrial, commercial and institutional sector of the construction industry shall be members of the OPC or one of their Affiliates.

(b) No Employer or partner in the company will be allowed to work on the tools or perform bargaining unit work without the written consent of the Union. Where such consent is given the Employer must pay to the Union, in lieu of such dues benefits and contributions, the same amount of such dues benefits and contributions the Employer would have paid if a union member in the bargaining unit had performed such work.

4. Article 8 - Apprentice

The apprentice schedule shall be four (4) periods of twelve hundred (1200) hours of work per period as detailed

below:

1st Period - 50% of Journeyperson's hourly wage rate

2nd Period - 60% of Journeyperson's hourly wage rate

3rd Period - 70% of Journeyperson's hourly wage rate

4th Period - 90% of Journeyperson's hourly wage rate

Note: an Improver rate is a wage rate set by Union for a classification of worker other than a Journeyperson or Apprentice.

5. Tools

All perishable tools, supplies (i.e. Knife blades, gloves, coveralls, etc.) and specialized power tools will continue to be provided by the Employer, but the care of the power tools will be the Employee's responsibility. All hand tools for the trade will be the responsibility of the Employee (utility knife, tape measure, neoprene roller, etc.). All tools supplied by the Employer, given into the care of the Employee (i.e. Safety harness and lanyard, torches, respirators, etc.) are property of the Employer and must be returned to the Employer on termination of employment or monetary replacement value may be deducted from the last pay with approval of Union.

6. Working Foreperson

The Parties agree that the Employer may designate a working foreperson. When such designation is made; such working foreperson shall receive a premium above journeyperson caulker of Two Dollars (\$2.00) per hour.

7. Article 20 - Remittances

All terms and conditions of the ICI Agreement other than those stated or varied herein shall be applicable and all Employee and Employer remittances including the requirement to remit benefits to the employee's home Local and that they shall be paid not later than the fifteenth (15th) day of the month following the month in which contributions were earned. Local Dues Check off is

to be paid to the Local Union in which work is being performed.

8. Make-up Time

Employees may work a maximum of eight (8) hours on Saturday at straight-time rates on a specific project, if such employees lose eight (8) hours or more of work on that project between Monday and Friday because of inclement weather. No disciplinary action shall be taken against any employee who refuses to work this make-up time.

■ LETTER OF UNDERSTANDING

OCTOBER 8TH, 2004

Whereas it is in the interest of the parties to increase the number of bricklayer apprentices and the quality of their training.

Therefore, the parties agree to establish a joint committee within 90 days of ratification to consider the scope of work and the hourly limitation contained within the above noted articles and to make recommendation with regards to any changes for consideration by the parties.

Dated at Toronto this 30th day of September, 2005.

Vello Medri

MIECO/OBBC

Jerry Coelho

OPC/BACU

■ APPENDIX H

CONTRACTING AND SUBCONTRACTING LETTER OF UNDERSTANDING

The BACU will provide a complete list of employers who have executed ICI collective agreements with the BACU.

The BACU agrees that from the date of execution of the collective agreement with OBBC

1. The BACU will not sign any ICI collective agreements that do not provide for payments to OMCA in the same amounts as agreed to in the BACU/OBBC agreement;
2. The BACU will not enter into ICI collective agreements with any employers that are more favourable to that employer than the BACU/OBBC collective agreement;
3. The BACU will use its best efforts to seek authorization for OBBC to bargain on behalf of the employer in the 2007-2010 ICI Provincial collective agreement; and
4. If the BACU has entered into any ICI collective agreement with any employer that contains any provision that is more favourable than the provision in the BACU/OBBC collective agreement, the more favourable provision shall be substituted into the BACU/OBBC and MIECO/OPC collective agreements.

Dated at Toronto, this 8th day of October, 2004.

Vello Medri

MIECO/OBBC

Jerry Coelho

OPC/BACU

■ **MEMORANDUM OF UNDERSTANDING**
BACU
- and -
OBBC
RESTORATION AGREEMENT – WAGE
SCHEDULE

The wage rate set out in Schedule “B” of the Restoration Appendix shall be no more than the lesser of the wage rate set out in the current Local 598 ICI Agreement in effect at any given time, and the wage rate in effect with respect to masonry restoration in the collective agreement entered into by the trade union successfully displacing Local 598’s bargaining rights. OBBC Industry and Training Funds shall be payable in addition to such amounts.

Dated at Toronto this 22 day of April, 2022

David Stubbs

MIECO

Craig Strudwick

OPC

David Stubbs

OBBC

Tony Di Maria

BACU

■ APPENDIX I RESTORATION

WHEREAS, the general purpose of this Appendix is to establish economically competitive provisions with respect to Restoration Masonry within the territorial jurisdiction of Local 2, Local 1 Hamilton/Niagara, Local 5, Local 6, Local 7, Local 12 and Local 23 as defined in Appendix B of the Provincial ICI Agreement.

ARTICLE 1 - UNION SECURITY

- 1.01 It is agreed that only members in good standing with the Union will be employed on all work coming within the scope of this Agreement. The Union agrees to dispatch only tradespeople who are competent in restoration.
- 1.02 The Employer agrees to provide the BACU and the local Unions in writing with the names of employees of the Employer whom the Employer considers key employees for mobility purposes by January 15 of each calendar year. Such list shall comprise no more than 50% of the Employer's reasonably estimated complement of employees for that calendar year. The list may be amended by mutual consent in writing.
- 1.03 It is agreed that the employer has the option to recall members who were in the company's employment in the previous twelve (12) months and who are identified as key employees in accordance with Article 1.02. However, prior to doing so the Employer shall be required to notify the Local Union in writing and obtain a referral slip from the Local Union prior to commencing recalled employment.
- 1.04 The Employer agrees that prior to hiring employees for any work covered by this Agreement, he will inform the Local Union having jurisdiction in the area where the work is to be performed of his requirements in order to permit the Union a first opportunity to furnish such qualified members from the hiring hall of the Local or,

should the Local not be able to supply, from the hiring hall of other BACU Local Unions.

- 1.05 Specialty Accredited Conservators, when required, may perform bargaining unit work without joining the Union provided the Union is advised of the names of such Specialty Conservators and the jobs they are being assigned to prior to them commencing work.
- 1.06 Within the territorial jurisdiction of Local 2 the Employer will have mobility of employees all of whom must be members of Local 2.
- 1.07 Within the territorial jurisdiction of Local 1 Niagara, the Employer will have mobility of employees all of whom must be members of Local 1 Niagara.
- 1.08 Within the territorial jurisdiction of Local 6, the Employer will have mobility of employees all of whom must be members of Local 6.
- 1.09 Within the territorial jurisdiction of Local 7, the Employer will have mobility of employees all of whom must be members of Local 7.

ARTICLE 2 - APPRENTICES

- 2.01 The minimum rate for Apprentices shall be:
 - (a) 55% of a Journeyperson's rate for the first period of 1500 hrs.
 - (b) 65% of a Journeyperson's rate for the second period of 1500 hrs.
 - (c) 80% of a Journeyperson's rate for the third period of 1500 hrs.
 - (d) 90% of a Journeyperson's rate for the fourth period of 1100 hrs.
- 2.02 For the purpose of continued employment, Apprentices may be transferred to any Local of the Union providing that the Local Union, in which the Apprentice is to work, does not have any Apprentices available for employment.

ARTICLE 3 – FOREPERSONS

- 3.01 It is hereby agreed by the Union that the Employer has the right to transfer one Foreperson per project within the Province of Ontario provided the Foreperson is a member in good standing in the Union.

ARTICLE 4 - OCCUPIED PREMISES

- 4.01 Where an owner requires that work be done outside regular business hours, the parties may agree to adjust straight time and overtime hours but only by mutual consent in writing.

ARTICLE 5 – PROBATIONARY MEMBERS

- 5.01 A Probationary Member is a person who has little or no experience in the trade.

The employer will first attain a referral slip in accordance with Article 5 Union Security from the local union before the Probationary Member commences work and the 500-hour probation will start on first day worked.

If by the time the 500-hour probation is complete, and the apprentice has been deemed suitable by both union and employer the Probationary Member will become a member of the union.

All wages deductions and contributions for a Probationary Member shall be paid as per Article 29 of the local wage schedule of the provincial agreement for all hours worked.

ARTICLE 6 - SUPPLIES BY EMPLOYERS

- 6.01 All employees must supply their own CSA Green Tag Safety Boots and NIOSH safety hat.
- 6.02 The employer will supply and maintain the supply of safety goggles, safety rubber boots, wet suits and any other required safety equipment. The above equipment is essential for all workers.
- 6.03 Tools required and which all workers shall have are:

- (i) 1 Club Hammer;
- (ii) 1 Pointing Trowel;
- (iii) 1 Brick Trowel;
- (iv) 1 Tape Measure;
- (v) 1 Steel Float;
- (vi) 1 Wood Float;
- (vii) 1 of each stick -1/4", 1", 2" and
- (viii) 1 Square Trowel 3/8", 1/2", 5/8", 3/4".

Equipment supplied by the Employer must be kept in good condition, subject to normal wear and tear, and returned to the Employer.

ARTICLE 7 - TRAVEL, ROOM & BOARD AND MEAL ALLOWANCE

Toronto

- 7.01 Where Employees are transported to and from work at the Employer's expense, the Employer shall be responsible for insuring the Employees in case of accident, either by Worker's Compensation or other adequate means. Travel time is to be paid at the Employee's normal rate of pay.
- 7.02 Boundaries for the Toronto area shall be on the
East - Thicksen Road
West - Burloak Drive
North - Stouffville Road/King Side Road
- 7.03 When working on a job up to twenty-five (25) kilometres beyond the boundaries as per 18.02, the Employee shall receive fifteen (15) minutes pay each way as travel time plus fifty cents (\$0.50) per kilometre travelled each way. Distances shall be calculated based on the shortest direct and practical automobile route, within Canada, excluding tolls roads, as determined and calculated by using the most current version of www.maps.google.ca. The travel allowance applies to each employee regardless of mode of transportation.

However, when transportation is provided by the employer, no travel allowance of fifty cents (\$0.50) per kilometre will be paid.

7.04 When working on a job up to forty (40) kilometres beyond the boundaries as per 7.02, the Employee shall receive thirty (30) minutes pay each way as travel time plus Fifty Cents (\$0.50) per kilometre travelled each way. The travel allowance applies to each employee regardless of mode of transportation. However, when transportation is provided by the employer, no travel allowance will be paid.

7.05 Room and board shall be paid to all Employees while employed on all jobs located up to 201 kilometres beyond the limits outlined previously in Article 7.02. Room and board shall be paid seven (7) days a week except at the end of the job, paid only for the days worked that week.

In addition, the employees shall receive on (1) hour as travel time for every one hundred (100) kilometres travelled, beyond the boundaries, or proportionately if less, and mileage at the rate of Fifty Cents (\$0.50) per kilometre travelled only at the start and end of the job.

7.06 In the event it is not possible to obtain accommodations within a twenty-five (25) kilometre radius of the out of town job, employees shall receive travel time and expense at the applicable rates for all kilometres travelled in excess of the said radius.

7.07 Employees, while employed on out of town jobs at a distance greater than four hundred and eighty (480) kilometres and of more than a thirty (30) calendar day duration, shall be paid the equivalent, for all travel time and expenses, for a trip to his permanent residence and return to the out of town Job.

7.08 Out of town workers hired under Article 5.00, to work on out of town jobs, who are not subject to Article 7.02, are subject to a free zone area for purposes of paying

travel time, mileage and room and board. The free zone area shall be defined as a forty-five (45) kilometre radius from the job site.

- 7.09 When working on a job site within the free zone area described in Article 7.08 and residing up to twenty-five (25) kilometres outside the free zone, an Employee shall receive a minimum of fifteen (15) minutes pay each way as travel time plus Fifty Cents (\$0.50) per kilometre travelled each way. The travel allowance applies to each employee regardless of mode of transportation. However, when transportation is provided by the employer, no travel allowance of Fifty Cents (\$0.50) per kilometre will be paid.
- 7.10 When working on a job site within the free zone area described in Article 7.08 and residing up to forty (40) kilometres outside the free zone, an Employee shall receive a minimum of thirty (30) minutes pay each way as travel time plus fifty cents (\$0.50) per kilometre travelled each way. The travel allowance applies to each employee regardless of mode of transportation. However, when transportation is provided by the employer, no travel allowance of Fifty Cents (\$0.50) per kilometre will be paid.
- 7.11 Room and board shall be paid to all out of town Employees while employed on all out of town jobs located one hundred (100) kilometres beyond the free zone area described in Article 7.08. Room and board shall be paid seven (7) days a week except at the end of the job, paid only for the days worked that week.
- In addition, the employee shall receive one (1) hour as travel time for every one hundred (100) kilometres travelled, beyond the boundaries, or proportionately if less, and mileage at the rate of Fifty Cents (\$0.50) per kilometre travelled, only at the start and end of the job.
- 7.12 Articles 7.06 and 7.07 of the Collective Agreement apply to all out of town Employees falling under Article 7.08 while employed on all out of town jobs.

- 7.13 The provisions of Article 18 Travel, Room and Board under the Collective Agreement shall apply to Local 7, subject to any specific job target concessions which may be entered into in accordance with the process and provisions of the Collective Agreement.

ARTICLE 8 - BOARD ALLOWANCE

- 8.01 It is understood and agreed that room and board allowance will be paid in accordance with Article 18.00 of this Agreement.
- 8.02 Where an employee is required to work more than one hundred (100) kilometres beyond the prescribed boundaries then the employer shall reimburse the employee in accordance with one of the following based on seven (7) days a week:
- (a) Effective May 1, 2013 one hundred and Twenty-Five Dollars (\$125.00) per day for meals and accommodation.
 - (b) The actual cost of a reasonable level of accommodation and meals supported by receipts.
 - (c) The employer to arrange and provide the employee, at no cost, with a reasonable level of accommodation and meals daily.

ARTICLE 9 - MEAL ALLOWANCE

- 9.01 Any Employee whose paid hours in a day when employed on jobs outside the city limits and returning home on a daily basis exceed ten (10) hours, including travel time, shall receive a meal allowance of Twenty Dollars (\$20.00) in town or out of town. On the fifteenth (15th) day of May each year, these amounts will be adjusted proportional to the Statistics Canada Consumer Price Index for Toronto Region for the twelve (12) months proceeding.

ARTICLE 10 - SHIFT WORK

- 10.01 For the purpose of this Agreement, a twenty-four (24) hour period shall be from 12:01 AM until 12:00 PM

midnight on any given calendar day.

10.02 CLARIFICATION OF SHIFT TERMINOLOGY

- (a) A shift starting within one hour either side of 12:01 AM shall be called the "NIGHT SHIFT".
- (b) A shift starting one hour either side of 6:00AM shall be called the "'DAY SHIFT'".
- (c) A shift starting one hour either side of 4:00PM shall be called the "'AFTERNOON SHIFT'",

10.03 When Employees commence their shift work Monday to Friday the rate of pay shall be the regular rate of pay plus:

- (a) Afternoon Shift - One Dollar and Twenty-Five Cents per hour (\$1.25/hour)
- (b) Night Shift - One Dollar and Fifty Cents per hour (\$1.50/hour)

10.04 Double time plus shift premium shall commence for any shift worked between the hours of seven (7:00) AM and twelve (12:00) midnight for any of the statutory holidays worked and between seven (7:00) AM Sunday and twelve (12:00) midnight on Sunday, except when the work week commences on Sunday and ends on Thursday.

10.05 Employees shall be at their posts prepared to work at their regular starting time.

ARTICLE 11 - INITIAL REPORTING TIME

11.01 When a member reports for work at the Employer's Shop or Job at the request of the Employer and is told that he is not required he shall be paid a minimum of two (2) hours Wages plus Travel Allowance and/or Board Allowance when applicable.

ARTICLE 12 - ARTICLE 23 REPORTING TIME

12.01 Where an Employee reports for Work at the Employer's Job and work is not available (for reasons other than inclement weather) and where the Employee had

reason to believe that work in progress would be available, the Employer shall pay the Employee two (2) hours pay at the regular rate and Traveling Allowances and/or Board Allowance when applicable.

12.02 Inclement Weather Reporting Time

- (a) The Parties agree that when an Employer or his Representative makes no attempt to notify the Employees by the regular starting time whether work will or will not commence, a penalty of two (2) hours shall be paid for each Employee affected and such Employer shall pay the assessment immediately. Where an employee reports for work at the Employer's job and work is not available because of inclement weather and where the employee has reason to believe that work in progress would be available, the Employer shall pay the employee the applicable Travel Allowance and/or Board Allowance.

ARTICLE 13 - HOURS OF WORK

13.01

- (a) Toronto Local 2 regular hours of work for work performed on Monday to Friday inclusive are ten hours worked from 7:00 a.m. until 5:30 p.m. each day. This is no guarantee of daily or weekly hours by the Employer. The starting time may vary up to one hour. Employees may work fifty (50) hours per week at straight time. Overtime commences after fifty (50) hours. It is understood that there will be no discrimination against workers who refuse to work more than forty (40) hours per week at straight time.
- (b) Ottawa Local 7 regular hours of work performed Monday to Saturday inclusive are eight (8) hours worked from 7:00 a.m. to 3:30 p.m. each day. This is no guarantee of daily or weekly hours by the Employer. The starting time may vary up to one (1)

hour. Employees may work forty-eight (48) hours per week at straight time. Overtime commences after forty-eight (48) hours. It is understood that there will be no discrimination against workers who refuse to work more than forty (40) hours per week at straight time.

(c) Niagara Local 1 regular hours of work performed Monday to Saturday inclusive are ten (10) hours worked from 7:00 a.m. to 5:30 p.m. each day. This is no guarantee of daily or weekly hours by the Employer. The starting time may vary up to one (1) hour. Employees may work fifty (50) hours per week at straight time. Overtime commences after fifty (50) hours. It is understood that there will be no discrimination against workers who refuse to work more than forty (40) hours per week at straight time.

(d) Windsor Local 6 regular hours of work for work performed on Monday to Friday inclusive are ten hours worked from 7:00 a.m. until 5:30 p.m. each day. This is no guarantee of daily or weekly hours by the Employer. The starting time may vary up to one hour. Employees may work fifty (50) hours per week at straight time. Overtime commences after fifty (50) hours. It is understood that there will be no discrimination against workers who refuse to work more than forty (40) hours per week at straight time.

13.02 No work shall be performed at any time other than during the regular hours and days as defined in 11.01 unless mutually agreed by the Parties to this Agreement.

13.03 When work cannot be done during the regular work day on Monday to Friday inclusive, such work may be done as an afternoon shift or night shift at \$1.25 and \$1.50 per hour shift differential respectively.

13.04 By mutual consent of the Local Union and the affected Employer, should inclement weather cause employees

on a project to lose eight (8) hours or more during a Monday to Friday regular work week, then Saturday may be worked as make-up time, at straight time rates. Employees working on Saturday shall not work in excess of the regular work week hours on a Monday to Saturday basis. If the Employee works over the number of hours of a regular work week then double time shall apply to the excess hours. It is understood and agreed that make-up time is on a voluntary basis only. Employees not wishing to work the make-up time shall not be subject to disciplinary action or layoff.

ARTICLE 14 - WAGES, BENEFITS AND CONTRIBUTIONS

- 14.01 Helpers will be required to pay initiation to the Local Union of Ten Dollars (\$10.00) and must have a referral slip from the Union prior to commencing employment. Helpers' working dues shall be Fifteen Cents (\$0.15) per hour earned. After three months employment the contributions for all benefit plans will be made on behalf of the Helper.
- 14.02 A contractor relying on this Restoration Appendix shall clearly indicate on their remittance sheets that a job has been treated as Restoration.

■ LETTER OF UNDERSTANDING ROBOTICS

The Union and OBBC agree to form a committee to study the issue of robotics in the industry.

David Stubbs

MIECO

Craig Strudwick

OPC

David Stubbs

OBBC

Tony Di Maria

BACU

■ **LETTER OF UNDERSTANDING**

EMPLOYER ESA BENEFITS FUND

BETWEEN:

**Brick and Allied Craft Union of
Canada and its Locals**

(“BACU”)

– and –

**Ontario Masonry Contractors Association BACU Bargaining
Committee**

(“OBBC”)

RE: Employer ESA Benefits Fund

WHEREAS BACU and OBBC are party to a collective agreement (the “BACU Agreement”);

AND WHEREAS the Employment Standards Act provides certain benefits to be maintained by Employers when Employee’s who have attained specified lengths of service are on certain statutory leaves;

AND WHEREAS the OBBC recognizes that the individual burden on such employers may be inequitable given the anomalies of the hiring hall process;

AND WHEREAS the OBBC therefore wishes to collect and hold funds (the “ESA Fund”) which may be equitably shared amongst contributing Employers bound to the Brick Agreements to offset such burden;

NOW THEREFORE the parties agree as follows:

1. It is agreed that all Local Wage Grids shall, at the discretion of MIECO, contain an amount to be contributed by Employers towards the ESA Fund;
2. Such ESA Funds shall be contributed as part of the Employer Industry Funds;

- 3. Such funds collected in a calendar year shall be distributed on an equitable basis to Employers with substantiated claims for such calendar year, on an annual basis in the year following;
- 4. The amount to be distributed shall not exceed the amount collected in the ESA Fund;
- 5. Should there be an excess amount in the ESA Fund, it shall be rolled over to the following calendar year.

Dated on 22nd day of April 2022.

David Stubbs

MIECO

Craig Strudwick

OPC

David Stubbs

OBBC

Tony Di Maria

BACU

■ **LETTER OF UNDERSTANDING WAGE GRID FOR PENSION INELIGIBLE EMPLOYEES**

BETWEEN:

**Brick and Allied Craft Union of
Canada and its Locals**

(“BACU”)

– and –

**Ontario Masonry Contractors Association BACU Bargaining
Committee**

(“OBBC”)

RE: Wage Grid for Pension ineligible Employees

WHEREAS BACU and OBBC are party to a collective agreement (the “BACU Agreement”);

AND WHEREAS the BACU Agreement contains a number of wage grids pertaining to individual BACU Locals;

AND WHEREAS each wage grid contains specific amounts which are to be contributed to specified registered pension plans (“Registered Plan”) and Registered Savings Plans (“RSP”);

AND WHEREAS in accordance with the provisions of the Income Tax Act (“ITA”) individuals become ineligible to have either pension contributions or RSP contributions made in respect of them after the end of the calendar year in which the individual attains 71 years of age (“Ineligible Individual”);

AND WHEREAS in accordance with the provisions of the ITA individuals become ineligible to have pension contributions made to a defined benefit Registered Plan if the member is receiving retirement benefits from a defined benefit provision of the Registered Plan (“Pension Ineligible Individual”);

NOW THEREFORE the parties agree as follows:

1. It is agreed that Ineligible Individuals and Pension Ineligible Individuals may not have certain amounts contributed to either or both a Registered Plan or a RSP, as applicable based on their status in accordance with the ITA (“Ineligible Amounts”);
2. It is agreed that all Locals shall have Wage Grids with reflecting the treatment of Ineligible Amounts;
3. The Wage Grids shall reflect the agreement of the parties that eighty per cent (80%) of the Ineligible Amount shall be added to the hourly wage of the Ineligible Individual or the Pension Ineligible Individual, as applicable, and twenty percent (20%) of the Ineligible Amount shall be deducted from the total wage package such that it shall not be paid or payable by the employer of the Ineligible Individual or the Pension Ineligible Individual, as applicable.
4. The Parties agree that, should the ITA be amended in a manner that impacts the eligibility of Ineligible Individuals or Pension Ineligible Individuals to have contributions made to a Registered Plan or RSP, this Memorandum of Agreement shall be revised in accordance with the provisions of the ITA.
5. Shall wage schedules shall be available on request.

Dated on 22nd day of April 2022.

David Stubbs

MIECO

Craig Strudwick

OPC

David Stubbs

OBBC

Tony Di Maria

BACU

■ **LETTER OF UNDERSTANDING APPRENTICE RECRUITMENT AND COMPLETION**

BETWEEN:

**Brick and Allied Craft Union of
Canada and its Locals**

(“BACU”)

– and –

**Ontario Masonry Contractors Association BACU Bargaining
Committee**

(“OBBC”)

RE: Apprentice Recruitment and Completion

WHEREAS BACU and OBBC are party to a collective agreement (the “BACU Agreement”);

AND WHEREAS the Parties recognize the importance of Apprentices to the sustainability of the unionized masonry industry;

AND WHEREAS the Parties wish to develop methods and programs to improve recruitment and completion of apprenticeship programs;

NOW THEREFORE the parties agree as follows:

1. The Union and the Employer recognize the importance and necessity of ongoing development and progression of apprentices to the future of the unionized masonry industry.
2. As such the Parties to the Collective Agreement are committed to pursuing all available measures to:
 - (a) increase the number of apprentices;

- (b) successfully train apprentices in all aspects of the trade, including but not limited to traditional brick and block masonry installation, restoration, refractory and in the use of new techniques and processes;
 - (c) ensure that existing apprentices complete the apprenticeship training program and graduate as journeypersons;
 - (d) retain as Journeypersons, in the unionized masonry industry, individuals who have completed the apprenticeship program.
3. The Union and the Employer agree to establish a Provincial Recruitment and Apprenticeship Committee to meet annually to discuss and promote solutions to these issues.

Dated on 22nd day of April 2022.

David Stubbs

MIECO

Craig Strudwick

OPC

David Stubbs

OBBC

Tony Di Maria

BACU

■ **LETTER OF UNDERSTANDING ELECTRONIC REMITTANCE PORTAL**

BETWEEN:

**Brick and Allied Craft Union of
Canada and its Locals**

(“BACU”)

– and –

**Ontario Masonry Contractors Association BACU Bargaining
Committee**

(“OBBC”)

RE: Electronic Remittance Portal

WHEREAS BACU and OBBC are party to a collective agreement (the “BACU Agreement”);

AND WHEREAS the Union wishes to collect its remittances, made by Employers on behalf of Employers and Employees, under the Collective Agreement through an electronic portal;;

AND WHEREAS the OBBC supports this initiative, provided that there is one electronic remittance portal utilized by the Union on a province wide basis;

NOW THEREFORE the parties agree as follows:

1. At such time as the following conditions are met, the OBBC and the Union agree that a Union Electronic Remittance Portal will be utilized:
 - (a) All data collected under such Portal shall be available to the OBBC;
 - (b) The OBBC shall be provided with Administrator access to the backend of the system in the same manner as the Union;

(c) Employer Industry Funds will be collected under such Portal and shall be distributed in accordance with the Collective Agreement to the appropriate Employer’s Organizations without delay;

Dated on 22nd day of April 2022.

David Stubbs

MIECO

Craig Strudwick

OPC

David Stubbs

OBBC

Tony Di Maria

BACU

■ APPENDIX A

A & A Bricklayers (660678 On Ltd.).....	North Bay
Abe Dick Masonry Ltd.....	Kingston
ABP Constructors Ltd.	Thunder Bay
Acoustique SM.....	Gatineau, Que
Algoma Insulation Systems Inc	Echo Bay
Almark Construction.....	Hamilton
A. Mesko Masonry Inc. (A & A Masonry)	Sarnia
A. Santin Masonry Ltd.....	Kingston
Baroccon Wall Systems Inc	Concord
Bastien Bros Masonry Inc	Mitchell
Bernel Masonry Ltd.	Toronto
BMC Masonry o/a 2032686 Ontario Ltd.....	Bolton
BMR Construction Services.....	Toronto
1480863 Ontario Inc. cob	
Brian Schon Masonry	London
Brolga Construction (797421 On Ltd.)	North Bay
Cambrian Construction & Masonry Co.,	
Division of 3855310 Ontario Inc.	Sudbury
Canam Refractories Ltd.	Hamilton
CanScot Masonry Inc	Aurora
Carbyne Environmental Inc	Markham
Castec Inc.....	Sudbury
Cecchini Masonry Ltd.	Thorold
Chem-Thane Engineering Inc.....	Toronto
Clifford Interiors Ltd	Etobicoke
Clifford-Lima Masonry Inc	Scarborough
CMC Carrier Mausoleum Construction Inc.	Dorval, Que

Colonial Masonry	Toronto
1114136 Ontario Inc.o/a Cor tec Contracting	Cambridge
Corfab Company Limited	Sudbury
Daniel Steels	Mattawa
Dmont Restoration Inc.....	Woodbridge
Eastern Construction Company Limited	Toronto
E.R. Masonry Ltd.	Kitchener
Fibreicast Inc.....	Burlington
Findlay Jones (2006) Inc.....	Mississauga
Findlay-Jones Insulation Limited	Toronto
Floor Stairs oa 1809742 Ontario Inc.....	Kingston
FMBOT Contracting Ltd.....	North York
Fosbel Inc.	Ohio
Fox Masonry Limited.....	Toronto
Franco Masonry Ltd.	Sault Ste Marie
Future Insulations Systems Inc	Cambridge
George & Asmussen Limited.....	Breslau
G.L. Masonry Contracting(London) Limited	London
Glasrock Products Inc.....	Hamilton
GNI Great Northern Insulation Construction Ltd.	Woodstock
Grelar Masonry	North Bay
G. Salvador Contracting	Toronto
993415 Ontario Limited o/a J. D. Masonry	Toronto
JNR Masonry Contractors Ltd	Lorne
JP Rowland Construction Ltd	Peterborough
Juliano Masonry Ltd	Mississauga
J. Vermulst & Sons Masonry Ltd	Leaskdale

Kappeler Masonry Corporation	Kitchener
Kingston Refractory Services	Kingston
Kvaerner Constructors Limited	Hamilton
Leo-Jan Masonry Limited.....	Kitchener
Limen Group Construction Ltd.....	Toronto
Linar Masonry Inc.	Toronto
L. Leffler Masonry Inc.	Sault Ste. Marie
LM Febbraro Masonry Ltd.	Sault Ste. Marie
Lorcan Construction Ltd.....	Toronto
Mac Masonry Inc.	Toronto
Mario Borsato Drywall.....	Kingston
Mcfarlen Masonry #861600294	Shannonville
M Cor Masonry Contracting Inc.....	Lynden
Meph's Masonry (1422050 On Ltd.)	North Bay
Mobi-Spra (854846 Ontario Inc).....	Thamesford
MS Mars and Contracting Inc	Rexdale
Nation Drywall Contractors	Ottawa
Nu-North Masonry Inc.....	Sudbury
Point Up Masonry	Sarnia
1690448 Ontario Ltd o/a PS Masonry & Construction	London
Quadra Industrial Services	Hamilton
Rava Masonry Contractors	Toronto
RD Masonry	Waterford
Red Cap Masonry Ltd.....	Innisfil
938055 Ontario Inc. o/o Reftec Inc.....	St. Catharines
Render Construction Inc	South Woodslee
Res Build Ltd	Cookstown

RHI Canada Inc.	Burlington
Rinaldi Bros	Georgetown
Sapacon Drywall Ltd.....	Ottawa
1827414 Ontario Limited- Select General Services	Millbrook
SELM Masonry Ltd.	Toronto
Songer Canada Ltd	Hamilton
Squire Masonry Ltd.	Toronto
Stefcon Construction Inc.....	Toronto
Stone Ridge General Contracting.....	Toronto
Stone Struck Construction Inc.....	Etobicoke
Stoneview Masonry Ltd.	Guelph
Sturgeon Falls Brush & Contracting Ltd	Sturgeon Falls
The Schaefer Group Inc.....	Toronto
Thyssenkrupp Encoke Inc. Now UHDE Corporation of America.....	Hamilton
Tol Cas United Precast Inc.....	Mississauga
Twin Masonry Ltd.	Toronto
Vaughan Masonry Inc.	Toronto
Vesuvius Canada Refractories Inc.....	Welland
Village Masonry Construction Inc.	Toronto
Vinmod Construction Inc.	Hamilton
Viotto Masonry Inc.	Sault Ste. Marie
Wilf Schon Masonry Ltd.	London
WJ Construction Ltd.	Kingston
XS Masonry Inc.....	Hamilton

■ NOTES

