



BACU BRICK PROVINCE WIDE ICI COLLECTIVE AGREEMENT

**FOR ■ BRICKLAYERS
■ STONEMASONS
AND ■ PLASTERERS**



MAY 1, 2010 – APRIL 30, 2013

**BACU BRICK
PROVINCE WIDE ICI
COLLECTIVE AGREEMENT
2010 – 2013**

**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, 4, 5, 10, 12, 20, 23, 25, 28 and 29
("BACU" or "the Union")**

- and -

**The OMCA/BACU Bargaining Committee
("OBBC" or "the Employer")**

May 1, 2010 – April 30, 2013

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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 listed on Appendix A in those Board Areas in the Province of Ontario in which the Union holds ICI bargaining rights for its employees;
- (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 OPC 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 sub-contractor who is bound to an ICI collective agreement with the BACU or the OPC/MIECO ICI collective agreement and who makes Industry and Training Fund contributions to both MIECO and 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 OPC in the Board Area where the work is performed, employer contributions, in accordance with OPC-MIECO agreement, will be made to MIECO. Where the contractor is bound to the BACU in the Board Area where the work is performed, employer contributions, in accordance with the BACU-OBBC agreement, will be made to OBBC.

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 subcontracting 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 acknowledge that the BACU has agreed to utilize the hiring halls of IU Locals 6 and 7 respectively to man jobs in the territory of IU Locals 6 and 7 respectively.

■ **ARTICLE 2**

TERM OF AGREEMENT

This Agreement shall be in effect from May 1st, 2010 until April 30th, 2010, 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 which arises out of the interpretation, application, administration or alleged violation of this Agreement shall be adjusted if possible by the Local Union Representative and the Local Employer or his designated Representative. A meeting between the Local Union Representative and the Local Employer or his designated Representative shall be called within two working days of receipt of the dispute or grievance by the party grieved against. If the dispute or grievance is not settled within three working days of such receipt then the grieving party shall refer it to its bargaining Agent (the Union or the OBBC, as the case may be). Copies of all grievances and the decisions of all local grievance meetings must be initialed and

submitted to the Ontario Joint Conference Board. On receipt of the dispute or grievance the grieving parties Bargaining Agent will meet with the Bargaining Agent of the other party within ten (10) working days to attempt to settle the grievance. Should the dispute or grievance not be settled within fifteen (15) days from the date of the receipt of the grievance, then the dispute or grievance may be submitted to the Ontario Joint Conference Board. It is understood that the Union and the Employer will make every effort to use the above three step procedure on interpretations disputes, before referring the dispute to the Ontario Labour Relations Board.

- (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 submit a grievance to the Ontario Joint Conference Board. The Board shall meet as soon as conveniently possible to consider the grievance.
- (c) The object of the Ontario Joint Conference Board is to establish fair working conditions and regulations for both the Employer and the Employee in the Construction Industry and to maintain industrial peace by resolving disputes and grievances which arise under this Agreement from time to time. Its duties shall include:
 - (i) attempting to resolve disputes and grievances prior to arbitration.
 - (ii) investigating and recommending methods to improve trade practices, efficiency, productivity and standards of workmanship in the industry.
 - (iii) attempting to improve labour relations between Employers and the Union.
 - (iv) promoting the best interest of the industry generally.

The Ontario Joint Conference Board shall have equal representation from the Employers and the Union. It shall meet at the request of either party. The Board may from time to time

elect a Chairman who shall be neither a Representative of the Union or Employer. Grievances presented to the Board shall be dealt with at meetings of the Board. After fully hearing both sides of the matter, the Chairman may decide on the disposition of the grievance presented to the Board and such disposition shall be submitted to the Board for approval (or disapproval). The decision of the Board shall consequently be recorded as a minute of the Board.

- (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 Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two Appointees fail to agree upon a Chairman 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 Chairman shall govern. The fees and expenses of the Chairman 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) 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. Where no agreement is reached the issue will only be referred to the O.J.C.B. by agreement of both the Local Union and Local Employers Group.
- (g) Job Targeting - It is understood and agreed by both parties that it is the intent of the parties to take all necessary steps through Job Targeting to ensure the survival and orderly growth of the organized Masonry Construction Industry.

In the event that a Local Union unreasonably withholds permission for job targeting, then the matter will be referred to the O.J.C.B. which shall meet within 14 days to assist the local parties to reach an agreement.

In the event of failure of the local parties at the O.J.C.B. to reach an agreement the matter will be referred to the Union Executive Board. The Union Executive Board will, within 5 days, endeavour in good faith to carry out the intent of this Article. Any alleged violation of this Article may be dealt with by referral to expedited arbitration with an arbitrator selected by the parties to this agreement for a final and binding decision.

Where a violation has occurred the arbitrator may make such orders, including orders relating to job targeting as the arbitrator determines are appropriate to remedy the breach.

It is further understood and agreed that all Signatory Employers shall co-operate to the fullest extent in bidding those projects targeted by a Local Union. The Employers in all cases of Job Targeting shall request similar arrangements with the Local Labourers' Union.

■ **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 men 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.

■ 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*.

■ 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 Industrial Training Branch, Ministry of Skills Development.
- (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 500 hour probation will start on first day worked.

If by the time the probation period is completed, and the apprentice has been deemed suitable by both union and employer, 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 500 hours in addition any other credits towards the apprenticeship program and provided with on-the-job as well as formal in-school training.

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 Journeyman employed plus an additional Apprentice or Improver for each additional three (3) Journeymen employed; said Apprentices or Improvers will be registered with the Union and will be paid rate of wages not less than stated above.

■ ARTICLE 9 FOREMEN/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 IU 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.

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 (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.

- (b) 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.
- (c) Any employee who voluntarily leaves his employment shall have his wages and record of employment by the next regular pay day.
- (d) 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 workmen 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 employ-

ees 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 mid-way 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 Principal or Owner working with the tools of the trade or any member of the Union shall only do so in compliance with same working conditions having particular regard to the hours of work and other related working conditions.
- (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.
- (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 using the most practical direct route.

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:

Effective May 1st, 2010 Fifty-six cents (56¢) per km.

The number of kilometres in question shall be based on the most practical direct route from the boundary of the Free Traveling area to the jobsite. 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, 2010 - Thirteen Dollars and Fifty Cents (\$13.50) 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, 2010 - Fifteen Dollars and Fifty Cents (\$15.50) 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 measured by the most practical direct route 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 using the most practical direct route shall be paid.
- (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 measured by the most practical direct route from the City Hall of the Cities in which the Local Union is located except as in Local 4 St. Catharines (Centre of Allenburg), IU Local 6 Windsor (Union Hall) and Chatham City 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 by the most practical direct route 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 using the most practical direct route:

Effective May 1st, 2010Sixty Cents (60¢) per km.

- (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:

Effective May 1st, 2010Ninety Dollars (\$90.00) 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 ill-

ness 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, using the most practical direct route in addition to his regular hourly rate.
- 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 Twelve Dollars and Fifty cents (\$12.50) per day. This shall be claimed and paid on a weekly basis.

■ 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 that 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 as required by the Agreement, determines that an employer has violated the

Collective Agreement on the above grievance(s) then the OLRB or the Board of Arbitration shall also require the employer to pay all reasonable costs incurred by the Union 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, 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.

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.

■ **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 fifty thousand dollars (\$50, 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 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.

- (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.

■ **ARTICLE 21** **REFRACTORY CONDITIONS**

Meaning: Firebrick, Acid Resistant Structural Materials, Carbon, Graphite Materials, Gunite, 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

- (d) 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 (\$2.00) 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.
- (e) 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 gloves 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 Forty Cents (40¢) 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 Fifty-Five Cents (55¢) 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 fifty degrees (150°) Fahrenheit or sixty-five degrees (65°) Celsius, shall be paid a premium of Fifty-Five Cents (55¢) 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) Gunnite - 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 reline.

ARTICLE 22 SHIFT WORK CHART

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	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	12:20–12:30 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**

Total Wage Packages as Set Out In Article 29 Shall Be Increased As Follows:

Effective May 1st, 2010 Seventy Cents (70¢)

May 1, 2011 Increase of One Dollar and Twenty-Five cents (\$1.25)

May 1, 2012 Increase of One Dollar and Twenty-Five Cents (\$1.25)

Total Increase of Three Dollars and Twenty Cents (\$3.20) per hour over the term of this Agreement.

The increases are incorporated into the following schedules.

The allocation of the wage package shall be provided by the applicable Local Union in writing. The parties agree, a Local Union may amend the breakdown of the wage package with thirty (30) days written notice but in no case will it affect the amount of the total wage package.

**Article 29 – WAGES, BENEFITS, CONTRIBUTIONS AND DEDUCTIONS
BACU/OPC Agreements-Bricklayers, Masons and Plasterers
Effective May 1st, 2010 and Expiring April 30th, 2013**

BACU/OPC AGREEMENTS - BRICKLAYERS, MASONS AND PLASTERERS EFFECTIVE MAY 1ST, 2010 AND EXPIRING APRIL 30TH, 2013															
LOCAL #1 HAMILTON				EMPLOYEE DEDUCTIONS				EMPLOYEE PAID BENEFITS/CONTRIBUTIONS				INDUSTRY CONTRIBUTIONS			
Date	Hrly. Wage Rate	V.P. * 10% Round	Local Dues	Local Training Fund	Local BAC Deduct	Organizing Fund	IPF Top-up	CMPT Pension	Local Pension	Dental / Welfare	SUB	Total Wage Pkg.	Ind. Fund	Training & Dev. Fund	Local Funds
May 1st, 2010	33.83	3.38	0.72	0.12	0.31	0.25	0.20	4.00	3.00	2.85	0.35	47.61	0.50	0.14	
July 1st, 2010	33.83	3.38	0.72	0.12	0.31	0.25	0.20	4.00	3.00	2.85	0.35	47.61	0.50	0.14	
May 1st, 2011	34.87	3.49	0.74	0.12	0.31	0.25	0.20	4.00	3.00	2.95	0.35	48.86	0.50	0.14	
May 1st, 2012	35.92	3.59	0.76	0.13	0.31	0.25	0.20	4.00	3.00	3.05	0.35	50.11	0.50	0.14	

Article 29 – WAGES, BENEFITS, CONTRIBUTIONS AND DEDUCTIONS
BACU/OPC Agreements-Bricklayers, Masons and Plasterers
Effective May 1st, 2010 and Expiring April 30th, 2013

BACU/OPC AGREEMENTS - BRICKLAYERS, MASONS AND PLASTERERS															
EFFECTIVE MAY 1ST, 2010 AND EXPIRING APRIL 30TH, 2013															
LOCAL #2 TORONTO				EMPLOYEE DEDUCTIONS				EMPLOYEE PAID BENEFITS/CONTRIBUTIONS				INDUSTRY CONTRIBUTIONS			
Date	Hrly. Wage Rate	V.P. * 10% Round	Local Dues	Local Training Fund	BAC Deduct	Organizing Fund	IPF Top-up	CMPT Pension	Local RRSP	Local Pension	Dental/ Welfare	Total Wage Pkg.	Ind. Fund	Training & Dev. Fund	Local Funds
May 1st, 2010	37.23	3.72	0.78	0.05	0.31	0.25	0.06	0.30	0.00	5.00	2.30	48.61	0.50	0.14	0.13
July 1st, 2010	37.23	3.72	0.78	0.05	0.31	0.25	0.06	0.30	0.00	5.00	2.30	48.61	0.55	0.14	0.13
May 1st, 2011	37.85	3.79	0.78	0.05	0.31	0.25	0.06	0.30	0.56	5.00	2.30	49.86	0.55	0.14	0.15
May 1st, 2012	38.47	3.85	0.78	0.05	0.31	0.25	0.06	0.30	1.13	5.00	2.30	51.11	0.55	0.14	0.15

**Article 29 – WAGES, BENEFITS, CONTRIBUTIONS AND DEDUCTIONS
BACU/OPC Agreements-Bricklayers, Masons and Plasterers
Effective May 1st, 2010 and Expiring April 30th, 2013**

BACU/OPC AGREEMENTS - BRICKLAYERS, MASONS AND PLASTERERS EFFECTIVE MAY 1ST, 2010 AND EXPIRING APRIL 30TH, 2013														
LOCAL #2 BARRIE				EMPLOYEE DEDUCTIONS				EMPLOYEE PAID BENEFITS/CONTRIBUTIONS				INDUSTRY CONTRIBUTIONS		
Date	Hrly. Wage Rate	V.P. * 10% Round	Local Dues	Local Training Fund	BAC Deduct	Organizing Fund	IPF Top-up	CMPT Pension	Local Pension	Dental / Welfare	Total Wage Pkg.	Ind. Fund	Training & Dev. Fund	Local Funds
May 1st, 2010	36.59	3.66	0.78	0.05	0.31	0.25	0.06	0.30	4.00	2.30	46.91	0.50	0.14	
July 1st, 2010	36.59	3.66	0.78	0.05	0.31	0.25	0.06	0.30	4.00	2.30	46.91	0.55	0.14	
May 1st, 2011	37.41	3.74	0.78	0.05	0.31	0.25	0.06	0.30	4.35	2.30	48.16	0.55	0.14	
May 1st, 2012	38.23	3.82	0.78	0.05	0.31	0.25	0.06	0.30	4.70	2.30	49.41	0.55	0.14	

Article 29 – WAGES, BENEFITS, CONTRIBUTIONS AND DEDUCTIONS
BACU/OPC Agreements-Bricklayers, Masons and Plasterers
Effective May 1st, 2010 and Expiring April 30th, 2013

BACU/OPC AGREEMENTS - BRICKLAYERS, MASONS AND PLASTERERS													
EFFECTIVE MAY 1ST, 2010 AND EXPIRING APRIL 30TH, 2013													
LOCAL #4 ST. CATHERINES			EMPLOYEE DEDUCTIONS			EMPLOYEE PAID BENEFITS/CONTRIBUTIONS				INDUSTRY CONTRIBUTIONS			
Date	Hrly. Wage Rate	V.P.* 10% Round	Local Dues	BAC Deduct	Organizing Fund	IPF Top-up	CMPT Pension	Local Pension	Dental/ Welfare	Total Wage Pkg.	Ind. Fund	Training & Dev. Fund	Local Funds
May 1st, 2010	32.87	3.29	0.70	0.31	0.25	0.30	6.00	2.50	2.65	47.61	0.50	0.14	
July 1st, 2010	32.87	3.29	0.70	0.31	0.25	0.30	6.00	2.50	2.65	47.61	0.55	0.14	
May 1st, 2011	33.46	3.35	0.70	0.31	0.25	0.30	6.50	2.50	2.75	48.86	0.55	0.14	
May 1st, 2012	34.15	3.41	0.70	0.31	0.25	0.30	6.50	3.00	2.75	50.11	0.55	0.14	

**Article 29 – WAGES, BENEFITS, CONTRIBUTIONS AND DEDUCTIONS
BACU/OPC Agreements-Bricklayers, Masons and Plasterers
Effective May 1st, 2010 and Expiring April 30th, 2013**

BACU/OPC AGREEMENTS - BRICKLAYERS, MASONS AND PLASTERERS															
EFFECTIVE MAY 1ST, 2010 AND EXPIRING APRIL 30TH, 2013															
LOCAL #5 LONDON			EMPLOYEE DEDUCTIONS				EMPLOYEE PAID BENEFITS/CONTRIBUTIONS					INDUSTRY CONTRIBUTIONS			
Date	Hrly. Wage Rate	V.P.* 10% Round	Local Dues	Local Training Fund	BAC Deduct	Organizing Fund	IPF Top-up	CMPT Pension	Local Training	Dental / Welfare	SUB	Total Wage Pkg.	Ind. Fund	Training & Dev. Fund	Local Funds
May 1st, 2010	38.43	3.84	0.65	5.75	0.31	0.25	0.13	2.00	0.15	1.96	0.40	46.91	0.50	0.14	
July 1st, 2010	38.43	3.84	0.65	5.75	0.31	0.25	0.13	2.00	0.15	1.96	0.40	46.91	0.55	0.14	
May 1st, 2011	39.55	3.95	0.65	5.75	0.31	0.25	0.13	2.00	0.15	1.98	0.40	48.16	0.55	0.14	
May 1st, 2012	40.66	4.07	0.65	5.75	0.31	0.25	0.13	2.00	0.15	2.00	0.40	46.41	0.55	0.14	

2010	Hrly. Wage Rate	V.P.* 10% Round	%
1st Term	19.21	1.92	0.50
2nd Term	24.97	2.50	0.65
3rd Term	30.74	3.07	0.80
4th Term	34.58	3.46	0.90

2011	Hrly. Wage Rate	V.P.* 10% Round	%
1st Term	19.77	1.98	0.50
2nd Term	25.70	2.57	0.65
3rd Term	31.63	3.16	0.80
4th Term	35.59	3.56	0.90

2012	Hrly. Wage Rate	V.P.* 10% Round	%
1st Term	20.33	2.03	0.50
2nd Term	26.42	2.64	0.65
3rd Term	32.52	3.25	0.80
4th Term	36.59	3.66	0.90

Article 29 – WAGES, BENEFITS, CONTRIBUTIONS AND DEDUCTIONS
BACU/OPC Agreements-Bricklayers, Masons and Plasterers
Effective May 1st, 2010 and Expiring April 30th, 2013

BACU/OPC AGREEMENTS - BRICKLAYERS, MASONS AND PLASTERERS															
EFFECTIVE MAY 1ST, 2010 AND EXPIRING APRIL 30TH, 2013															
LOCAL #6 WINDSOR				EMPLOYEE DEDUCTIONS				EMPLOYEE PAID BENEFITS/CONTRIBUTIONS				INDUSTRY CONTRIBUTIONS			
Date	Hrly. Wage Rate	V.P.* 10% Round	Local Dues	Local Org	Local BACU Sec	Local EBA	Local TRN	Local RRSP	Local Pension	Local Dental/ Welfare Pkg.	Total Wage	Ind. Fund Fund	Training & Dev. Fund	Local Funds	
May 1st, 2010	33.42	3.34	0.78	0.20	0.01	0.27	0.25	1.50	5.70	2.95	46.91	0.50	0.14		
July 1st, 2010	32.42	3.34	0.78	0.20	0.01	0.27	0.25	1.50	5.70	2.95	46.91	0.55	0.14		
May 1st, 2011	34.46	3.45	0.80	0.20	0.01	0.27	0.25	1.50	5.70	3.05	48.16	0.55	0.14		
May 1st, 2012	35.51	3.55	0.85	0.20	0.01	0.27	0.25	1.50	5.70	3.15	49.41	0.55	0.14		

Article 29 – WAGES, BENEFITS, CONTRIBUTIONS AND DEDUCTIONS
BACU/OPC Agreements-Bricklayers, Masons and Plasterers
Effective May 1st, 2010 and Expiring April 30th, 2013

BACU/OPC AGREEMENTS - BRICKLAYERS, MASONS AND PLASTERERS												
EFFECTIVE MAY 1ST, 2010 AND EXPIRING APRIL 30TH, 2013												
LOCAL #7 OTTAWA			EMPLOYEE DEDUCTIONS			EMPLOYEE PAID BENEFITS/CONTRIBUTIONS			INDUSTRY CONTRIBUTIONS			
Date	Hrly. Wage Rate	V.P. * 10% Round	Local Dues	Local Org	Local BACU Sec	IU Pension	Local Pension	Dental / Welfare	Total Wage	Ind. Fund Pkg.	Training & Dev. Fund	Local Funds
May 1st, 2010	34.60	3.46	0.58	0.47	0.01	2.60	4.10	2.15	46.91	0.50	0.14	0.10
July 1st, 2010	34.60	3.46	0.58	0.47	0.01	2.60	4.10	2.15	46.91	0.55	0.14	0.10
May 1st, 2011	35.51	3.55	0.58	0.47	0.01	2.80	4.10	2.20	48.16	0.55	0.14	0.10
May 1st, 2012	36.42	3.64	0.58	0.47	0.01	2.80	4.30	2.25	49.41	0.55	0.14	0.10

Article 29 – WAGES, BENEFITS, CONTRIBUTIONS AND DEDUCTIONS
BACU/OPC Agreements-Bricklayers, Masons and Plasterers
Effective May 1st, 2010 and Expiring April 30th, 2013

BACU/OPC AGREEMENTS - BRICKLAYERS, MASONS AND PLASTERERS													
EFFECTIVE MAY 1ST, 2010 AND EXPIRING APRIL 30TH, 2013													
LOCAL #10 KINGSTON				EMPLOYEE DEDUCTIONS			EMPLOYEE PAID BENEFITS/CONTRIBUTIONS				INDUSTRY CONTRIBUTIONS		
Date	Hrly. Wage Rate	V.P.* 10% Round	Local Dues	BAC Deduct	Organizing Fund	IPF Top-up	CMPT Pension	Local Pension	Dental/Welfare	Total Wage Pkg.	Ind. Fund	Training & Dev. Fund	Local Funds
May 1st, 2010	35.59	3.56	0.76	0.31	0.25	0.30	1.50	4.00	1.96	46.91	0.50	0.14	0.08
July 1st, 2010	35.59	3.56	0.76	0.31	0.25	0.30	1.50	4.00	1.96	46.91	0.55	0.14	0.08
May 1st, 2011	36.44	3.64	0.79	0.31	0.25	0.30	1.50	4.30	1.98	48.16	0.55	0.14	0.08
May 1st, 2012	37.28	3.73	0.82	0.31	0.25	0.30	1.50	4.60	2.00	49.41	0.55	0.14	0.08

**Article 29 – WAGES, BENEFITS, CONTRIBUTIONS AND DEDUCTIONS
BACU/OPC Agreements-Bricklayers, Masons and Plasterers
Effective May 1st, 2010 and Expiring April 30th, 2013**

BACU/OPC AGREEMENTS - BRICKLAYERS, MASONS AND PLASTERERS EFFECTIVE MAY 1ST, 2010 AND EXPIRING APRIL 30TH, 2013														
LOCAL #12 KITCHENER			EMPLOYEE DEDUCTIONS				EMPLOYEE PAID BENEFITS/CONTRIBUTIONS					INDUSTRY CONTRIBUTIONS		
Date	Hrly. Wage Rate	V.P. * 10% Round	Local Dues	BAC Deduct	ORG Fund	IPF Top-up	CMPT Pension	Local RRSP	Local Training	Dental/ Welfare	Total Wage Pkg.	Ind. Fund	Training & Dev. Fund	Local Funds
May 1st, 2010	34.48	3.45	0.65	0.31	0.25	0.30	2.61	4.11	1.96	46.91	0.50	0.14		
July 1st, 2010	34.48	3.45	0.65	0.31	0.25	0.30	2.61	4.11	1.96	46.91	0.55	0.14		
May 1st, 2011	35.46	3.55	0.65	0.31	0.25	0.30	2.61	4.11	1.98	48.16	0.55	0.14		
May 1st, 2012	36.45	3.64	0.65	0.31	0.25	0.30	2.61	4.11	2.15	49.41	0.55	0.14		

Article 29 – WAGES, BENEFITS, CONTRIBUTIONS AND DEDUCTIONS
BACU/OPC Agreements-Bricklayers, Masons and Plasterers
Effective May 1st, 2010 and Expiring April 30th, 2013

BACU/OPC AGREEMENTS - BRICKLAYERS, MASONS AND PLASTERERS														
EFFECTIVE MAY 1ST, 2010 AND EXPIRING APRIL 30TH, 2013														
LOCAL #12 KITCHENER (PLASTERERS)				EMPLOYEE DEDUCTIONS				EMPLOYEE PAID BENEFITS/CONTRIBUTIONS				INDUSTRY CONTRIBUTIONS		
Date	Hrly. Wage Rate	V.P. * 10% Round	Local Dues	BAC Deduct	ORG Fund	IPF Top-up	CMPT Pension	Local RRSP	Local Training	Dental/ Welfare	Total Wage Pkg.	Ind. Fund	Training & Dev. Fund	Local Funds
May 1st, 2010	33.96	3.40	0.65	0.31	0.25	0.30	2.61	4.11	1.96		46.34	0.50	0.14	
July 1st, 2010	33.96	3.40	0.65	0.31	0.25	0.30	2.61	4.11	1.96		46.34	0.55	0.14	
May 1st, 2011	34.95	3.49	0.65	0.31	0.25	0.30	2.61	4.11	1.98		47.59	0.55	0.14	
May 1st, 2012	35.93	3.59	0.65	0.31	0.25	0.30	2.61	4.11	2.15		48.84	0.55	0.14	

Article 29 – WAGES, BENEFITS, CONTRIBUTIONS AND DEDUCTIONS
BACU/OPC Agreements-Bricklayers, Masons and Plasterers
Effective May 1st, 2010 and Expiring April 30th, 2013

BACU/OPC AGREEMENTS - BRICKLAYERS, MASONS AND PLASTERERS EFFECTIVE MAY 1ST, 2010 AND EXPIRING APRIL 30TH, 2013													
LOCAL #20 OSHAWA			EMPLOYEE DEDUCTIONS				EMPLOYEE PAID BENEFITS/CONTRIBUTIONS				INDUSTRY CONTRIBUTIONS		
Date	Hrly. Wage Rate	V.P. * 10% Round	Local Dues	Local Training Fund	BAC Deduct	Organizing Fund	IPF Top-up	CMPT Pension	Dental/ Welfare	Total Wage Pkg.	Ind. Fund	Training & Dev. Fund	Local Funds
May 1st, 2010	37.64	3.76	0.78	0.05	0.31	0.25	0.30	3.95	1.96	47.61	0.50	0.14	
July 1st, 2010	37.64	3.76	0.78	0.05	0.31	0.25	0.30	3.95	1.96	47.61	0.55	0.14	
May 1st, 2011	38.53	3.85	0.78	0.05	0.31	0.25	0.30	4.20	1.98	48.86	0.55	0.14	
May 1st, 2012	39.28	3.93	0.78	0.05	0.31	0.25	0.30	4.25	2.15	50.11	0.55	0.14	

Article 29 – WAGES, BENEFITS, CONTRIBUTIONS AND DEDUCTIONS
BACU/OPC Agreements-Bricklayers, Masons and Plasterers
Effective May 1st, 2010 and Expiring April 30th, 2013

BACU/OPC AGREEMENTS - BRICKLAYERS, MASONS AND PLASTERERS														
EFFECTIVE MAY 1ST, 2010 AND EXPIRING APRIL 30TH, 2013														
LOCAL #23 SARNIA				EMPLOYEE DEDUCTIONS				EMPLOYEE PAID BENEFITS/CONTRIBUTIONS				INDUSTRY CONTRIBUTIONS		
Date	Hrly. Wage Rate	V.P.* 10% Round	Local Dues	Local Training Fund	BAC Deduct	Organizing Fund	IPF Top-up	CMPT Pension	Local Pension	Dental / Welfare	Total Wage Pkg.	Ind. Fund	Training & Dev. Fund	Local Funds
May 1st, 2010	33.77	3.38	1.20	0.10	0.31	0.25	0.30	4.50	3.00	1.96	46.91	0.50	0.14	
July 1st, 2010	33.77	3.38	1.20	0.10	0.31	0.25	0.30	4.50	3.00	1.96	46.91	0.55	0.14	
May 1st, 2011	34.89	3.49	1.20	0.10	0.31	0.25	0.30	4.50	3.00	1.98	48.16	0.55	0.14	
May 1st, 2012	36.01	3.60	1.20	0.10	0.31	0.25	0.30	4.50	3.00	2.00	49.41	0.55	0.14	

Article 29 – WAGES, BENEFITS, CONTRIBUTIONS AND DEDUCTIONS
BACU/OPC Agreements-Bricklayers, Masons and Plasterers
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BACU/OPC AGREEMENTS - BRICKLAYERS, MASONS AND PLASTERERS														
EFFECTIVE MAY 1ST, 2010 AND EXPIRING APRIL 30TH, 2013														
LOCAL #25 THUNDER BAY				EMPLOYEE DEDUCTIONS				EMPLOYEE PAID BENEFITS/CONTRIBUTIONS				INDUSTRY CONTRIBUTIONS		
Date	Hrly. Wage Rate	V.P. * 10% Round	Local Dues	BAC Deduct	ORG Fund	Local Training Fund	IPF Top-up	CMPT Pension	Welfare	Dental	Total Wage Pkg.	Ind. Fund	Training & Dev. Fund	Local Funds
May 1st, 2010	33.20	3.32	1.00	0.31	0.25	0.65	0.30	7.10	1.40	1.17	46.49	0.50	0.14	0.07
July 1st, 2010	33.20	3.32	1.00	0.31	0.25	0.65	0.30	7.10	1.40	1.17	46.49	0.55	0.14	0.07
May 1st, 2011	33.79	3.38	1.00	0.31	0.25	0.80	0.30	7.70	1.40	1.17	47.74	0.55	0.14	0.07
May 1st, 2012	34.38	3.44	1.00	0.31	0.25	0.95	0.30	8.30	1.40	1.17	48.99	0.55	0.14	0.07

Article 29 – WAGES, BENEFITS, CONTRIBUTIONS AND DEDUCTIONS
BACU/OPC Agreements-Bricklayers, Masons and Plasterers
Effective May 1st, 2010 and Expiring April 30th, 2013

BACU/OPC AGREEMENTS - BRICKLAYERS, MASONS AND PLASTERERS												
EFFECTIVE MAY 1ST, 2010 AND EXPIRING APRIL 30TH, 2013												
LOCAL #28 SUDBURY			EMPLOYEE DEDUCTIONS			EMPLOYEE PAID BENEFITS/CONTRIBUTIONS			INDUSTRY CONTRIBUTIONS			
Date	Hrly. Wage Rate	V.P.* 10% Round	Local Dues	BAC Deduct	ORG Fund	IPF Top-up	CMPT Pension	Dental/ Welfare	Total Wage	Ind. Fund Pkg.	Training & Dev. Fund	Local Funds
May 1st, 2010	34.63	3.46	0.70	0.31	0.25	0.30	5.45	2.65	46.49	0.50	0.14	0.05
July 1st, 2010	34.63	3.46	0.70	0.31	0.25	0.30	5.45	2.65	46.49	0.55	0.14	0.05
May 1st, 2011	35.67	3.57	0.70	0.31	0.25	0.30	5.45	2.75	47.74	0.55	0.14	0.05
May 1st, 2012	36.72	3.67	0.70	0.31	0.25	0.30	5.45	2.85	48.99	0.55	0.14	0.05

■ **Article 29 – WAGES, BENEFITS, CONTRIBUTIONS AND DEDUCTIONS**
BACU/OPC Agreements-Bricklayers, Masons and Plasterers
Effective May 1st, 2010 and Expiring April 30th, 2013

BACU/OPC AGREEMENTS - BRICKLAYERS, MASONS AND PLASTERERS													
EFFECTIVE MAY 1ST, 2010 AND EXPIRING APRIL 30TH, 2013													
LOCAL #29 S. S. MARIE			EMPLOYEE DEDUCTIONS				EMPLOYEE PAID BENEFITS/CONTRIBUTIONS				INDUSTRY CONTRIBUTIONS		
Date	Hrly. Wage Rate	V.P. * 10% Round	Local Dues	Local RRSP	BAC Deduct	Organizing Fund	IPF Top-up	CMPT Pension	Dental/ Welfare	Total Wage Pkg.	Ind. Fund	Training & Dev. Fund	Local Funds
May 1st, 2010	32.99	3.30	0.80	3.00	0.31	0.25	0.30	6.30	3.60	46.49	0.50	0.14	0.05
July 1st, 2010	32.99	3.30	0.80	3.00	0.31	0.25	0.30	6.30	3.60	46.49	0.55	0.14	0.05
May 1st, 2011	34.13	3.41	0.80	3.00	0.31	0.25	0.30	6.30	3.60	47.74	0.55	0.14	0.05
May 1st, 2012	35.26	3.53	0.80	3.00	0.31	0.25	0.30	6.30	3.60	48.99	0.55	0.14	0.05

■ **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 OPC to work assignments of Local Unions of the BACU.

Dated at Toronto, this 1st day of May, 2007.

This collective agreement dated at Toronto, as of the 1st day of May, 2007.

**Signed on behalf of Brick and Allied Craft Union of Canada
BACU**

Tony DiMaria

John Haggis

Joe Plunkett

John Smith

Tom Williams

Kerry Wilson

**Signed on behalf of the Masonry Industry Employers Council of
Ontario MIECO/OBBC**

John Blair

Martin Deeley

Vello Medri

■ APPENDIX A LIST OF EMPLOYERS SIGNATORY TO THIS AGREEMENT

1. A & A Bricklayers (660678 On Ltd.)North Bay
2. ABP Constructors Ltd.Thunder Bay
3. A. Mesko Masonry Inc. (A & A Masonry) . .Sarnia
4. A. Santin Masonry Ltd.Kingston
5. Abe Dick Masonry Ltd.Kingston
6. Almark ConstructionHamilton
7. Bernel Masonry Ltd.Toronto
8. BMC Masonry,
a Division of 2032686B Ont. LimitedToronto
9. BMR Construction ServicesToronto
10. 1480863 Ontario Inc. cob
Brian Schon MasonryLondon
11. Brolga Construction (797421 On Ltd.)North Bay
12. Cambrian Construction & Masonry Co.,
Division of 3855310 Ontario Inc.Sudbury
13. Canam Refractories Ltd.Hamilton
14. Canscot Masonry Ltd.Toronto
15. Castec Inc.Sudbury
16. Cecchini Masonry Ltd.Thorold
17. Chem-Thane Engineering Inc.Toronto
18. Clifford – Lima Masonry Inc.Toronto
19. Colonial MasonryToronto
20. 1114136 Ontario Inc.o/a
Cor tec ContractingCambridge
21. Corfab Company LimitedSudbury
22. Eastern Construction Company Limited . . .Toronto
23. E.R. Masonry Ltd.Kitchener

24. LM Febraro Masonry Ltd.Sault Ste. Marie
25. Findlay-Jones Insulation LimitedToronto
26. Fosbel Inc.Ohio
27. Fox Masonry LimitedToronto
28. Franco Masonry Ltd.Sault Ste Marie
29. G. Salvador ContractingToronto
30. George & Asmussen LimitedBreslau
31. Glasrock Products Inc.Hamilton
32. GNI Great Northern Insulation
Construction Ltd.Woodstock
33. Grelar MasonryNorth Bay
34. 993415 Ontario Limited o/a J. D. Masonry ..Toronto
35. Juliano Masonry Ltd.Hamilton
36. Kappeler Masonry CorporationKitchener
37. Kingston Refractory ServicesKingston
38. Kvaerner Constructors LimitedHamilton
39. L. Leffler Masonry Inc.Sault Ste. Marie
40. Leo-Jan Masonry LimitedKitchener
41. Limen Group Construction Ltd.Toronto
42. Linar Masonry Inc.Toronto
43. Lorcan Construction Ltd.Toronto
44. M Cor Masonry Contracting Inc.Lynden
45. MS Mars and Contracting Ltd.Kingston
46. Mac Masonry Inc.Toronto
47. Memphi Masonry (14220505 On Ltd.)North Bay
48. Nu-North Masonry Inc.Sudbury
49. Point Up MasonrySarnia
50. Rava Masonry ContractorsToronto
51. 938055 Ontario Inc. o/o Reftec Inc.St. Catharines

52. RHI Canada Inc. Burlington
53. Sapacon Drywall Ltd. Ottawa
54. The Schaefer Group Inc. Toronto
55. SELM Masonry Ltd. Toronto
56. Squire Masonry Ltd. Toronto
57. Stoneview Masonry Ltd. Guelph
58. Sturgeon Falls Brush & Contracting Ltd. ... Sudbury
59. Stefcon Construction Inc. Toronto
60. Sturgeon Falls Brush and Contracting Ltd. .Sudbury
61. Twin Masonry Ltd. Toronto
62. Thyssenkrupp Encoke Inc.
 Now UHDE Corporation of America Hamilton
63. Vaughan Masonry Inc. Toronto
64. Vesuvius Canada Refractories Inc. Welland
65. Village Masonry Construction Inc. Toronto
66. Vinmod Construction Inc. Hamilton
67. Viotto Masonry Inc. Sault Ste. Marie
68. Wilf Schon Masonry Ltd. London
69. WJ Construction Ltd. Kingston
70. XS Masonry Inc. Hamilton

■ APPENDIX B

TERRITORIAL JURISDICTION OF THE LOCAL UNIONS OF THE BACU

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 except the Townships of Hope and Cavan. The Township of Mulmur in the County of Dufferin.

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

Local 4 - ST. CATHARINES - 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 Townships 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 20 – 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

Provincial Monthly Base Dues (all Locals)

Local Union Form

Local 1	\$ 25.00
Local 2	\$ 24.00
Local 4	\$ 15.00
Local 5	\$ 30.00
IU Local 6	\$ 25.00
IU Local 7	\$ 34.00
Local 10	\$ 30.00
Local 12	\$ 25.00
Local 20	\$ 24.00
Local 23	\$ 35.00
Local 25	\$ 34.00
Local 28	\$ 22.00
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. TF 1063478.

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

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

Local 2 Toronto	Global Benefit Plan Consultants 545 Wilson Ave Toronto, Ontario M3H 1V2
Local 4 St. Catharines	" "
Local 5 London	" "
Local 10 Kingston	" "
Local 12 Kitchener	" "
Local 20 Oshawa	" "
Local 23 Sarnia	" "
Local 1 Hamilton	Antonio DiMaria 360 James Street North, Suite 101 Hamilton, Ontario L8L 1H5 (905) 527-8418
Local 25 Thunder Bay	David Kubinec BDO Dunwoody LLP 1095 Barton Street Thunder Bay, Ontario P7B 5N3 (807) 625-4444
Local 28 Sudbury	Franco Rocca 469 Bouchard St. Suite 201 Sudbury, Ontario P3E 2K8 (705) 522 4140

Local 29 Sault Ste. Marie	H. Bowes 316 Korah Road Sault Ste. Marie, Ontario P6C 4H1 (705) 949-2642
IU Local 6 Windsor	Mike Gagliano 3454 Sandwich St Windsor, Ontario N9C 1B3 (519) 256-3070
IU Local 7 Ottawa	Lee-Power Assoc. Inc. 616 Cooper Street Ottawa, Ontario (613) 236-9007

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

■ 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 BACU Province Wide ICI Collective Agreement between:

The BACU and OBBC (the Province Wide Agreement 2010-2013)

The Parties agree that the following conditions take effect as of the signing of this agreement, in addition and in variance to the Province Wide 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 30, 2010.

2. Article 18 - Travel, Room & Board

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 man. Board is applicable when travel to project from the Employer's office is more than one hundred and fifty kilometres (150 km) one way.

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 BACU 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.

- (b) 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 BACU 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 Journeyman's hourly wage rate

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

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

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

Note: an Improver rate is a wage rate set by Union for a classification of worker other than a Journeyman 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 Foremen

The Parties agree that the Employer may designate a working foreman. When such designation is made; such working foreman shall receive a premium above journeyman 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 (15'h) 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

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.

John Blair

MIECO

Kerry Wilson

OPC

John Blair

OBBC

Kerry Wilson

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



THE **MPH** GROUP

team@mphgraphics.com

