

**THE STEEPLEJACK AND MASONRY RESTORATION  
CONTRACTORS ASSOCIATION**



**RESTORATION STEEPLEJACKS'  
PROVINCIAL  
COLLECTIVE AGREEMENT**

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

**MAY 1, 2019 – APRIL 30, 2022**

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**Article 1. TERMS OF AGREEMENT**

1.01 This Agreement shall be effective and operative from May 1, 2019 and shall remain in full force and effect until the 30<sup>th</sup> of April 2022.

**Article 2. CONDITIONS OF AMENDMENT**

2.01 Should either party to this Agreement desire to change, add to, amend or terminate this Agreement, written notice to that effect will be given on or before the first day of February prior to the termination of this Agreement? On receipt of such notice, the parties to the Agreement shall convene a meeting within thirty (30) days and bargain in good faith to endeavour to reach an Agreement. If no such written notice is given, this Agreement shall automatically be renewed and remain in force from year to year from its expiration date.

**Article 3. RECOGNITION**

3.01 The Employer recognizes Local 598 as the sole and exclusive bargaining agent for all employees, save and except those above the rank of working foreman.

**Article 4. UNION HIRING/SECURITY**

4.01 A Union Job Referral Slip is required for any employee placement covered under Sub-Article 4.01, A and B of this agreement.

**GOOD STANDING:**

It is agreed that only members in good standing with this Union will be employed on all work coming within the scope of this Agreement.

(a) It is agreed that the employer has the option to recall members who were in the company's employment in the previous twelve (12) months.

(b) The employer agrees that prior to hiring new employees for any work covered by this Agreement, he will inform the Union of his requirements in order to permit the Union a first opportunity to furnish such qualified members from the hiring hall.

**4.02 HIRING HALL/PERMIT EMPLOYEES:**

If such employees are not available from the Union, then the employer may hire the needed employees elsewhere provided, however, such workers are informed that it is a condition of employment that they apply for and secure membership in the Union. The employer shall inform the Union, in writing, within one (1) week of commencement of their employment, of the names of such employees, their social insurance numbers and the location of the job on which they are working. After this one-week period the Permit Worker must join the Union, plus pay any initiation fee for joining. The Employer can either put this Permit Worker in the Union as a Journeyman, Apprentice or a Ground Man. If he is entered as a Ground Man, then the worker must complete Five hundred (500) hours before receiving Three Hundred and Sixty (360) hours for their benefits and their pension. Journeyman and Apprentices will be entitled to both, benefit and pension without doing the additional Five hundred hours (500). The permit fee for the Permit Worker and the Five hundred (500) hour Ground Man will be 3.7% of the workers hourly rate plus vacation pay, which will be paid by the Employer and sent to the Union directly by 15<sup>th</sup> of the month of the month following the work month.

After the employee has completed the permit period of five hundred (500) work hours, it is understood that the employee must join the Union in order to continue working. The employer must notify the Union of the employee's classification and hourly rate of pay. This in no way limits the Company's right to promote a

permit employee beyond the next highest paid Apprenticeship rate, or to Journeyman's rate.

(a) Ratios:

- i) At no time shall the ratio of permit employees exceed forty percent (40%) of the total work force.
- ii) Where practicable, the employer agrees to hire one (1) apprentice to every four (4) Journeymen on their payroll.

Benefit Contributions:

- (b) The employer agrees. That when the Permit employee has reached his five hundred (500) Permit hours and is hired on as a full union member, then this Permit employee will be entitled to receive retroactively the earned contributions to Health and Welfare and Pension Benefit Plan in the amount of three hundred and sixty hours (360). The employer agrees to fully remit to Health and Welfare and Pension as well as all other Union contribution and deductions for this new member who has completed his five Hundred hours (500)
- (c) If the Permit employee does not reach the Permit five (500) working hours and is no longer employed by the employer, but then returns back to employment for this employer, the workers will be entitled to any hours he has accumulated from the employer bound to this agreement. This Permit employee's hours will be held for a period of twelve (12) months from the initial date of hire by the employer.
- (d) The employer will recognize that if a Permit employee has completed his Permit five hundred (500) hours and does not continue to work for this employer or refuses to join the Local Union, then the employer shall not re-hire this employee, and shall not employ this worker as a Permit employee for a period of twelve (12) months. At which time the employer must request from the Union to re-employee this Permit worker again as set out in Article 4.00 and sub-articles

(e) Layoffs:

No Journeyman or apprentice shall be laid off as long as there are Permit employees in the employ of the employer.

4.03 **ASSESSMENTS AND CONTRIBUTIONS:**

The Employer agrees that Union dues, initiation fees and assessments as set by the Union shall and/or the Trustees of the Health and Welfare and Pension Trust Funds and the Training Trust Fund Trustees are to be deducted from the wages of the employees covered by this Agreement, and such monies shall be remitted to the Benefit Plan Administrator on or before the fifteenth (15<sup>th</sup>) day of the following month. An excel spreadsheet supplied by the Administrator will also need to be emailed by the fifteenth (15<sup>th</sup>) day of the following month to the Plan Administrator and to the Union Office. The Employer agrees that Counter Dues and any arrears dues, with appropriate backup, as set by the Union shall be deducted from Employees first weekly pay along with any arrears dues, with backup arrears letter, and shall be remitted to the Union Hall ( 7-2131 Williams Parkway, Brampton Ontario. L6S 5Z4, or any new address that the union office moves to) on or before the fifteenth (15<sup>th</sup>) day of the month in which it is deducted. There will be an additional one cent (0.01) per hour worked for the Andrew Lough Scholarship Fund.

- (a) The assessments and deductions for each employee will be listed with said list, including all amounts deducted, from whom such deductions were made, including S.I.N., the amounts deducted for dues, working dues (check-off), additional assessments, initiation, union promotion and total remittance and total hours' worker.
- (b) It is agreed that the following information: all job site locations, employee/member classifications, wage rates per hour, total hours paid, social insurance numbers, current addresses and telephone

numbers will be supplied to the Union monthly sent in with union spreadsheet. It is further agreed that the Union will notify the employer in writing of any changes to the members in good standing list. All information is to be provided monthly.

- (c) A charge of three percent (3%) of any unpaid amount of contributions shall become due and payable to the Union by the employer on the fifteenth (15th) day following the day designated for payment by the Collective Agreement in effect between the employer and the Union. A further charge of three percent (3%) of any monies owing shall become due and payable on the expiry date of each succeeding thirty (30) day periods until all monies due and owing (including both contributions and charges) have been paid.
- (d) The Union shall notify the employer by letter of any changes in the amount of dues and/or initiation fees and assessments and such notifications shall be the employer's conclusive authority to make the deductions specified and remit to the Benefit Plan Administrator as stated above.
- (e) On all out of town jobs, the employer may hire local workers, subject to Sub-Articles 4.02 except for a working foreman.
- (f) The employer agrees that any consideration given to in town workers on a voluntary basis, to work out of town with travel or mileage or room and board shall be in accordance with this Agreement.
- (g) The employer agrees that when hiring new employees on all out of town jobs, it will be in accordance with Article 4 and its applicable Sub-Articles and Article 28.
- (h) The employer agrees that when hiring out of town workers on all out of town jobs, these workers will be paid travel, mileage and room and board in accordance with the new Sub-Articles 15.02 of this Agreement.
- (i) To improve the competitive position of our Union Contractors and Employees, upon request by an individual Contractor, the Union shall be empowered to negotiate adjustments and/or any changes to the Collective Agreement project by project. The Union will respond to the written request within four (4) business days. Such adjustments and/or changes are then subject to the written approval by the Restoration Steeplejack and Masonry Contractors Association of Ontario.

## **Article 5. VACATION PAY**

### **5.01 Commencing May 1, 2016, ten percent, (10% of gross wages) (Journeymen/Apprentices).**

Vacation Pay for all employees covered by this Agreement shall be paid in accordance with the above mentioned percentages on gross wages earned and in accordance with the *Ontario Employment Standards Act, 2000*, as amended During the term of any one (1) calendar year, only two (2) weeks, fourteen (14) days (exclusive of Statutory Holidays without pay) will be taken by employees covered by this Agreement.

### **Commencing May 1, 2016, seven percent (7%) of gross wages (Permit Employees).**

### **5.02 Vacation Pay for all Permit Employees covered by this Agreement shall be paid in accordance with the abovementioned percentages on gross wages earned and in accordance with the *Employment Standards Act, 2000*, as amended.**

### **5.03 Vacation pay shall be paid to the employees on a weekly basis or twice annually to last pay cheque in the months of May and November, at the option of the Employer. Vacation pay must be paid in full on the following regular payroll after termination, lay off or quitting.**

## **Article 6.    CLASSIFICATION/APPRENTICESHIP**

6.01    For the purpose of this Agreement, the employer and the Union recognize the necessity of the following employee classifications:

### **A - RESTORATION STEEPLEJACK**

6.02    Journeyman:

A journeyman shall be an employee possessing the skills necessary to perform the work contracted for by the employer as outlined in Article 11.01. Any members who receives their Red Seal for Brick and Stone or the Red Seal for Cement Mason (when available by the province of Ontario) or a Certificate of Qualifications for Cement Masons they will be classified as a Journeyman Restoration Steeplejack.

In the event that the employer has on-site evidence that a worker has a definite lack of skill, and if proven, the employer then has the right to meet with the employee and the Union representative, to mutually agree on the next lower skill level for the said employee. If no resolve can be met, then the employee will be returned to the Hiring Hall.

6.03    Apprentice (Journeyman Trainee):

An apprentice shall be an employee who is receiving practical on the job training and when available schooling in theory through four qualifying levels to attain the classification of Journeyman.

An apprentice shall have four levels of classifications

- a) First year - 1500 hours
- b) Second year- 1500 hours
- c) Third year- 1500 hours
- d) Fourth year- 1100 hours

An apprentice shall successfully complete all theory and practical on job training requirements no sooner than the hour requirements to advance to the next level of classification. An apprentice shall receive practical on the job training under the supervision of a journeyman as per Appendix A of the apprenticeship program.

6.04    Foreman:

A foreman shall be a member of the Union and shall be a fourth-year apprentices or Journeyman and the rate will be \$5.25 more than a journeyman for the entire duration of the collective agreement.

6.05    Vehicle Driver:

A vehicle driver shall be an employee who is hired, and major portion of work involves the hauling, loading and unloading of materials and equipment.

A vehicle driver shall have three levels of qualifications:

- a) first year of employment
- b) second year of employment
- c) third year of employment

6.06    Ground man:

A ground man is an employee who is hired, and his major portion of the work is to service the journeyman, apprentice. A ground man shall not perform any work that is covered under the Journeyman, Apprentice classifications until such time a change in classification to apprentice has been mutually agreed to and made by the Union, worker and employer.



A ground man shall have three levels of qualifications:

- a) first year of employment
- b) second year of employment
- c) third year of employment

## END OF RESTORATION STEEPLEJACKS CLASSIFICATION SECTION

### **B - PARKING GARAGE WORKER**

6.07 Journeyman: journeyman is an employee who is engaged in the repair of parking garage structures in accordance with Article 11.02. Any members who receives their Red Seal for Brick and Stone or the Red Seal for Cement Mason (when available by the province of Ontario) or a Certificate of Qualifications for Cement Masons they will be classified as a Journeyman Restoration Steeplejack.

In the event that the employer has on-site evidence that a worker has a definite lack of skill, and if proven, the employer then has the right to meet with the employee and the Union representative, to mutually agree on the next lower skill level for the said employee. If no resolve can be met, then the employee will be returned to the Hiring Hall.

6.08 Apprentices (Journeyman Trainee):  
An Apprentice shall be an employee who is receiving practical on the job training through four qualifying levels to attain the classification of journeyman.

An apprentice shall have four levels of classifications

- a) First Year 1500 hours
- b) Second Year 1500 hours
- c) Third Year 1500 hours
- d) Fourth Year 1100 hours

An Apprentice shall successfully complete all practical on job training requirements no sooner than the hour requirements to advance to the next level of classification. An apprentice shall receive practical on the job training under the supervision of a journeyman.

#### Foreman:

A foreman shall be a member of the Union and shall be a fourth-year apprentices or Journeyman and the rate will be \$5.25 more than a journeyman for the entire duration of the collective agreement.

## END OF PARKING GARAGE WORKER CLASSIFICATION

6.09 Additional Classifications:  
In the event that both the Union and the Company mutually agree that an additional classification is necessary to operate under this Agreement, both parties agree to negotiate the additional classification

6.10 Contractors Notice to Employees:  
It is the responsibility of the Employer to explain completely to a new employee upon hiring, the classification to which he is being hired for and how this status impacts his future classifications and benefits so that the new employee understands fully.

6.11 Apprenticeship Program:  
Appendix "A" shall be adopted as the outline for specific qualifications of Restoration Steeplejacks.

6.12 Journeyman:

Any members who receives their Red Seal for Brick and Stone or the Red Seal for Cement Mason (when available by the province of Ontario) or a Certificate of Qualifications for Cement Masons they will be classified as a Journeyman Restoration Steeplejack.

To attain the Classification of Journeyman an Apprentice must successfully complete the Masonry Restoration course as laid out by the Ministry of Skills and Development and be competent in all other aspects of Appendix "A".

An employer shall not refuse the request by an Apprentice to participate in the Masonry Restoration course.

6.13 Grandfathering Clause:

Prior to January 1994, any employee shall be recognized as a Journeyman who attains that level under the terms and conditions of the Collective Agreement expiring April 30, 1992.

6.14 First year apprentice requirements:

(a) An Employee entering the Restoration Steeplejack Apprenticeship Program must have the reading, writing and mathematics skills of the Ministry of Education grade twelve level/or equivalent. This does not affect the current members hired before May 1, 2019 who only required grade ten level or equivalent.

6.15 The Local Apprenticeship Committee shall have authority to direct Apprentices and Journeymen who are required to attend apprenticeship training including safety training at the local Union Training Facility as a precondition of returning to work. The employer shall be given 30 days written notice prior to reviewing their manpower of Apprentices and Journeymen to ensure there is no shortage of manpower during peak periods.

(a) Apprentices and Journeymen employed under the jurisdiction of the agreement shall be required to attend the Skills Upgrading Training Centre when directed to do so.

(b) Any Apprentices and Journeyman refusing to attend, or not attending the Skills and Upgrading Training Centre when directed to do so shall be sufficient cause for suspension or discharge from employment within the terms of this Agreement.

(c) All Apprentices and Journeyman shall be governed by the Ministry of Training, Colleges and Universities regulations pertaining to the Brick and Stone Mason's Curriculum and will receive a certificate upon completion of Levels 1 through 3

**Article 7. - REGULAR HOURLY RATES OF WAGES**

**All wage rates are the minimum wage rates that are to be paid.**

**RESTORATION STEEPLEJACK**

7.01 Working Foreman will be paid:

A foreman shall be a member of the Union and shall be a fourth-year apprentices or Journeyman and rate will be \$5.25 more than a journeyman for the entire duration of the collective agreement.

Restoration Steeplejacks Journeyman and Apprentice Provincial ICI Rates

May 01 2019	<b>Wage</b>	<b>Vac. Pay</b>	<b>Total Wage</b>	<b>H &amp; W</b>	<b>Pension</b>	<b>Org.</b>	<b>Training</b>	<b>Total Package</b>
Journeyman	<b>35.00</b>	<b>3.50</b>	<b>38.50</b>	<b>3.25</b>	<b>6.98</b>	0.25	1.00	<b>49.98</b>
Level 1 (60%)	21.00	2.10	23.10	3.25	1.75	0.25	1.00	29.35
Level 2 (70%)	24.50	2.45	26.95	3.25	6.98	0.25	1.00	38.43
Level 3 (80%)	28.00	2.80	30.80	3.25	6.98	0.25	1.00	42.28
Level 4 (90%)	31.50	3.15	34.65	3.25	6.98	0.25	1.00	46.13
May 01 2020	<b>Wage</b>	<b>Vac. Pay</b>	<b>Total Wage</b>	<b>H &amp; W</b>	<b>Pension</b>	<b>Org.</b>	<b>Training</b>	<b>Total Package</b>
Journeyman	<b>35.50</b>	<b>3.55</b>	<b>39.05</b>	<b>3.25</b>	<b>7.43</b>	0.25	1.00	<b>50.98</b>
Level 1 (60%)	21.30	2.13	23.43	3.25	1.75	0.25	1.00	29.68
Level 2 (70%)	24.85	2.49	27.34	3.25	7.43	0.25	1.00	39.27
Level 3 (80%)	28.40	2.84	31.24	3.25	7.43	0.25	1.00	43.17
Level 4 (90%)	31.95	3.20	35.15	3.25	7.43	0.25	1.00	47.08
May 01 2021	<b>Wage</b>	<b>Vac. Pay</b>	<b>Total Wage</b>	<b>H &amp; W</b>	<b>Pension</b>	<b>Org.</b>	<b>Training</b>	<b>Total Package</b>
Journeyman	<b>36.00</b>	<b>3.60</b>	<b>39.60</b>	<b>3.25</b>	<b>7.88</b>	0.25	1.00	<b>51.98</b>
Level 1 (60%)	21.60	2.16	23.76	3.25	1.75	0.25	1.00	30.01
Level 2 (70%)	25.20	2.52	27.72	3.25	7.88	0.25	1.00	40.10
Level 3 (80%)	28.80	2.88	31.68	3.25	7.88	0.25	1.00	44.06
Level 4 (90%)	32.40	3.24	35.64	3.25	7.88	0.25	1.00	48.02

Union Dues will be deducted at 3.7% (three-point seven percent) of the Total Package. Permit Workers fee of 3.7% will be deducted and sent to the Union. Wages plus vacation pay times hours per week will be used to calculate Permit Fee. Counter Dues \$26.00 per Month

## EBF/OCS/CCDN BTC

Employee Bargaining Fund	0.04
Ontario Construction Secretariat	0.01
Canadian Building Trades Council	0.01
Andy Lough Scholarship Fund	<u>0.01</u>
Total	<u>0.07</u>

7.03 Apprentice:

Newly appointed Trainee/Apprentice shall be paid a regular rate based on a percentage of the journeyman regular hourly rate of pay in accordance with the following schedule.

4th year (from 4500 hours to 5600 hours) 90%  
3rd year (from 3000 hours to 4500 hours) 80%  
2nd year (from 1500 hours to 3000 hours) 70%  
1st year (from 0 hours to 1500 hours) 60%

Apprentices are to undergo evaluation by both union and employer before journeyman status is achieved.

Should the employer not agree that an apprentice has met the requirements for advancement; the employer shall inform the Union in writing. The Union, employer and member will meet to discuss the concerns and achieve an amicable resolution.

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

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

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

The Union and Company will sign off at the end of each term of Apprenticeship and approve the advancement of each Apprentice to the next term of Apprenticeship until the program is completed. In the event of any disputes by the Union and Company regarding the Apprentices' level of training, the Apprentices' detailed logbooks and on the job, experience will be the basis for settling the disputes.

7.04 Ground man and Vehicle Driver:

Newly appointed Ground man and Driver shall be paid a regular hourly rate based on a percentage of the journeyman regularly hourly rate in accordance with the following schedules.

1) 1st year of employment 60%  
2) 2nd year of employment 70%  
3) 3rd year of employment 80%

7.05 Upon completion of the third year, the rate of wages shall always remain at 90% of the journeyman regular hourly wage rate in effect.

**PARKING GARAGE WORKER**

7.06 Working Foreman will be paid:

A foreman shall be a member of the Union and shall be a fourth-year apprentices or Journeyman and rate will be \$5.25 for the duration of this collective.

(a) Journeyman: Shall be paid a regular hourly rate based on 100% of the Steeplejack journeyman regular hourly rate of pay.

- (b) Apprentices: Newly appointed Trainee/Apprentice shall be paid a regular rate based on a percentage of the journeyman regular hourly rate of pay in accordance with the following schedule.
- (i) 4th year (from 4500 hours to 5600 hours) 90%
  - (ii) 3rd year (from 3000 hours to 4500 hours) 80%
  - (iii) 2nd year (from 1500 hours to 3000 hours) 70%
  - (iv) 1st year (from 0 hours to 1500 hours) 60%

7.07 Apprentices are to undergo evaluation by both union and employer before journeyman status is achieved.

Should the employer not agree that an apprentice has met the requirements for advancement; the employer shall inform the Union in writing. The Union, employer and member will meet to discuss the concerns and achieve an amicable resolution

7.08 All employee wages and benefits, including all deductions from wages and employer contributions required by this collective agreement shall be deemed to be monies held in trust in the hands of the employer.

7.09 Each employer shall maintain a separate bank account of the monies referred to in paragraph above.

#### **Article 8.        METHOD OF PAYMENT**

8.01 All wages, premiums and expenses shall be paid by cheque or by electronic bank transfer, at the option of the employer, weekly and by no later than 4:00 PM on Thursday of each week.

#### **Article 9.        LAY OFF OR TERMINATION**

9.01 Whenever Records of Employment, final pay including all premiums, vacation pay, and expenses is not given to the employee at the time of lay-off or termination they shall be available for pick-up or sent by registered mail no later than the next pay period. Due to the new CRA standards a letter must be sent to the employee notifying the member that the Record of Employment can be received online through the government web site.

9.02 The Employer will notify the Union when a Member and or Permit Worker is laid off, terminated or quits.

#### **Article 10.        REPORTING TIME & INCLEMENT WEATHER PAY**

10.01 Any employee notified to report for work, then sent home because of no work being available, shall be paid the minimum of two (2) hour's pay, plus travelling time where applicable.

10.02 An employee reports for work at the beginning of a shift and inclement weather is declared, an employee shall be entitled to the following payment unless notified not to report by his Employer.

10.03 If not put to work, a minimum of two (2) hours' pay plus travelling time where applicable at the appropriate rate, providing he remains at his place of work for two (2) hour unless given his Employer's permission to leave.

10.04 If inclement weather is declared during the shift, an employee shall receive a minimum of two (2) ' pay at the appropriate rate, plus travelling time where applicable or pay for the actual time worked for the shift, plus travelling time where applicable, whichever is greater.

10.05 All employees will leave a working contact phone number with their employer, so that the employer may contact the employee due to the job being cancelled due to poor working conditions. The employer will contact the employee no later than two hours before start time due to the fact that the employee maybe already on his way to work. If the worker shows up for work and was not contacted the worker is entitled to

receive the appropriate pay for their time.

## **Article 11. CRAFT JURISDICTION**

### **11.01 Restoration Steeplejacks**

All working Foremen, Journeymen, Journeymen Trainees (Apprentices) shall be required and able to work on swing stage, bosuns chairs and upright and suspended scaffold, while employed on all the steeplejack and restoration work contracted by the Employer on the structures such as buildings, bridges, elevators, smoke stacks, silos, decks, piers and harbours, etc. Steeplejack and restoration work to be performed shall include but not be limited to the following: the preparation and application of all materials necessary to all waterproofing and the preparation of all surfaces to receive same, whether done pneumatically, mechanically, or by hand methods; the preparation and application of all clear and opaque weatherproofing materials and the preparation of all surfaces to receive same; sandblasting, and acid etching for application of waterproofing; weatherproofing caulking and pointing materials, vapour barriers, membranes and waterproof paint, etc.; preparation for and application of, conducive coating type cathodic protection systems including associated conductive coatings and associated low voltage D.C. wiring and conduit; preparation for and application of polymeric compounds for repair of concrete, brick and steel surfaces, etc., including pressure injection, patching, coating topping, etc.; the rigging for all materials used and work to be performed; all methods of building cleaning, interior and exterior; repairing, replacement and restoration of all materials, whether brick, stone, or concrete; the inspection and maintenance repairs of common brick, radial brick, or concrete industrial chimneys; also the maintenance, dismantling and repair or erection of steel stacks; the sand-blasting of and painting of structures, tanks, etc., all common to the steeple contracting business; the removal of bricks, blocks and stone, and pointing refers to joint on existing brick, block or stone work, and joining refers to action of ensuring a solid bond between new bricks, blocks or stone work including the removal, reset and patching of stone work.

### **11.02 Garage Workers**

All working Foreman, Journeyman, Journeyman Trainees (Apprentices) and Permit Employees shall be required and able to work on all work contracted by the Employer on Parking Garage Structures. Work to be performed shall include but not be limited to the following:

The preparation and application of all materials necessary to all waterproofing and the preparation of all surfaces to receive same, whether done pneumatically, mechanically, or by hand methods; The preparation and application of all clear and opaque weatherproofing materials and the preparation of all surfaces to receive same; sandblasting, and acid etching for application of waterproofing; weatherproofing, caulking and pointing materials, vapour barriers, membranes and waterproof paint, etc. preparation for the application of polymeric compounds for the repair of concrete, brick and steel surfaces, etc. including pressure injection, patching, coatings, traffic toppings, etc.; the rigging for all materials used and work to be performed; all methods of cleaning, interior and exterior; repairing, replacement and restoration of all materials, whether brick, stone, concrete, the inspection and maintenance repairs of common brick, radial brick, or concrete; the sandblasting of and painting of structures, etc. all common to the parking garage business.

### **11.03 Interior/Exterior Renovation and Restoration**

All working Foreman, Journeyman, Journeyman Trainees (Apprentices) shall be required and able to work on all work contracted by the Employer on all Interior/Exterior Renovations and Restoration. Work to be performed shall include but not be limited to the following:

The preparation and application of all materials necessary to all waterproofing and the preparation of all surfaces to receive same, whether done pneumatically, mechanically, or by hand methods; The preparation and application of all clear and opaque weatherproofing materials and the preparation of all

surfaces to receive same; sandblasting, and acid etching for application of waterproofing; weatherproofing, caulking and pointing materials, vapour barriers, membranes and waterproof paint, etc.; All woodworking, drywall and plaster repair including pressure injection, patching, coatings and the rigging for all materials used and work to be performed; All methods of cleaning, interior and exterior; repairing, replacement and restoration of all materials, whether brick, stone, concrete, wood, plastic, and metal; The repair and restoration of all material due to Wind, Water and Fire damage.

**Article 12. BUSINESS REPRESENTATIVE/SHOP STEWART**

- 12.01 The Business Representative of the Union shall have access to all jobs during working hours but in no case shall his visit interfere with the progress of the job. When visiting a job, he will advise the superintendent or other supervisory personnel of the Employer.
- 12.02 No discrimination shall be shown against Union Representatives for carrying out their duties, but in no case shall their duties interfere with the progress of the work.
- 12.03 A Union Representative shall obtain permission from his immediate supervisor or foreman before leaving his work area for union business. Such permission shall not be unreasonably denied.
- 12.04 All things equal the Shop Stewart will be one of the last five (5) employees laid off.

**Article 13. NO STRIKE - NO LOCKOUTS**

- 13.01 In view of the grievance and arbitration procedure provided in this Agreement, it is agreed by the Union that there shall be no strike; stoppage of work, either complete or partial, and the Employer agreed that during the term of this Agreement that there be no lockout. The provisions and future amendments thereof against strikes and lockouts contained in the Labour Relations Act of Ontario shall be deemed to be part of this Agreement.

**Article 14. JURISDICTIONAL AREA**

- 14.01 The jurisdictional area of this Agreement shall be the Province of Ontario.

**Article 15. TRAVEL TIME AND VEHICLE EXPENSE**

- 15.01 Employer Transportation:

Where Employees are transported to and from work at the Employer's expense, the Employer shall be responsible for insuring the Employees, in case of accident, either by Worker's Compensation or other adequate means. Travel time is to be paid at the Employee's normal rate of pay.

- 15.02 Toronto Boundaries:

Boundaries for the Toronto area shall be on the  
East - Thickson Road  
West - Burloak Drive  
North - Stouffville Side Road/King Side Road

- (a) When working on a job outside the boundaries the worker will be paid for his time to and from the job site at the employee's rate of pay and he will be compensated for the use of his vehicle at the current CRA rate of fifty-four cents (0.54) per kilometre for 2016 to the job site and back from the job site to the boundary. If the employee is driving a company vehicle, he is only paid his time to and from the job site at the employee rate of pay. If the employee is a passenger in either the company vehicle or a co-

worker's vehicle, he will be paid his time at this employee rate of pay to and from the job site. The passenger employees are not entitled to the fifty-four cents (0.54) per kilometre for the use of a vehicle. CRA rates change each year so it is the employer's responsibility to ensure they are using the correct rate at the beginning of each year.

- (b) Room and board shall be paid to all Employees who are required to stay overnight on all jobs located sixty (60) kilometres beyond the limits outlined previously in Sub-Article 15.02. Room and board shall be paid seven (7) days a week except at the end of the job, paid only for the days worked that week.

In addition, the Employee shall receive his hourly rate for the amount of time to reach the job as travel time for every one hundred (100) kilometres travelled, beyond the boundaries, or proportionately if less, and mileage at the rate of fifty-four cents (54) per kilometre travelled, only at the start and end of the job.

- (c) In the event, it is not possible to obtain accommodations within a twenty-five (25) kilometre radius of the out of town job, employees shall receive travel time and expense at the applicable rates, for all kilometres travelled in excess of the said radius.
- (d) Employees, while employed on out of town jobs at a distance greater than four hundred and eighty (480) kilometres and of more than a thirty (30) calendar day duration, shall be paid the equivalent, for all travel time and expenses, for a trip to his permanent residence and return to the out of town job.
- (e) *Out of town workers are subject to a free zone area for purposes of paying travel time, mileage and room and board. The free zone area shall be defined as a forty-five (45) kilometre radius from the job site.*
- (f) When working on a job site within the free zone area described in 15.01(e) and residing up to twenty-five (25) kilometres outside the free zone, an Employee shall receive a minimum of his time pay each way as travel time plus fifty-four cents (\$0.54) per kilometre travelled each way. The travel allowance applies to each employee regardless of mode of transportation. However, when transportation is provided by the employer, no travel allowance of fifty-four cents (\$0.54) per kilometre will be paid.

### 15.03 Parking:

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

## **Article 16.      BOARD ALLOWANCE**

16.01 It is understood and agreed that room and board allowance will be paid in accordance with Article of this Agreement.

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

- (a) Employers to pay accommodations (room) and \$60 per day for meals
- (b) Seventy Dollars (\$70.00) for a room when the contractor does not supply the room plus sixty dollars (\$60.00) for meals.
- (c) the actual cost of a reasonable level of accommodation and meals supported by receipts.



(d) Reasonable accommodations will be no more than two employees per room, minimum two double beds, daily room cleaning by Hotel staff, and must be acceptable by both the Employer and the Employee

**Article 17. MEAL ALLOWANCES**

17.01 Any Employee whose paid hours in a day, when employed on jobs outside the city limits and returning home on a daily basis exceed ten (10) hours, including travel time, shall receive a meal allowance of twenty dollars (\$20.00) in town or out of town. On the 1st day of May each year, these amounts will be adjusted proportional to the Statistics Canada Consumer Price Index for Toronto Region for the twelve (12) months proceeding.

**Article 18. RATES OF PAY - OVERTIME/HOLIDAYS/BEREAVEMENT**

18.01 Regular Shift:

All work after the end of a regular working week as provided for in Article 19.02, 19.03 and 20.01 on Monday to Friday inclusive will be paid at the rate of one and one half (1 1/2) times the rate established herein for work performed during the regular working period. Where an employee is required to work beyond the daily provisions in Article 19.02 and 19.03, a non-alcoholic beverage shall be provided during a fifteen (15) minute break at the end of the regular shift and every two (2) hours thereafter at no loss of time to him. Meal supplies are paid for by the employer after every four (4) hours worked beyond the daily provisions in Article 19.02 and 19.01.

18.02 Holidays:

Double time shall be paid for all work performed on Saturdays and Sundays and the following holidays provided it is not carried over straight time from Article 19.03.

New Year's Day	Canada Day	Thanksgiving Day	Family day
Boxing Day	Good Friday	August Civic Holiday	
May 24th	Labour Day	Christmas Day	

18.03 Holidays on Weekends:

In case any of these dates are changed by proclamation, the date so proclaimed shall be considered the holiday for the purpose of this Article. In the event that any of these holidays fall on a Saturday or Sunday, the previous Friday and/or the following Monday shall be considered the holiday.

18.04 Bereavement:

Upon the death of the Spouse, Mother, Father, Mother-in-law, Father-in-law, Grandmother, Grandfather, Son, Daughter, Son-in-law, Daughter-in-law, Brother or Sister of an Employee, they shall be entitled upon providing proof of the death, up to seven (7) days time off, if attending services for that deceased relative.

There will be no discrimination shown to an employee taking bereavement time and he shall be immediately reinstated upon return to work.

18.05 Occupied Premises

Where an owner requires that work be done outside regular business hours, such work may be performed at straight time as per Articles 19.02, 19.03, 19.04, 20.01. Any overtime required shall be as per the conditions of Article 19.02, 19.03, 19.04, 20.01.

**Article 19.      HOURS OF WORK**

- 19.01 No guarantee, except as otherwise specified in this Agreement.
- 19.02 Ten (10) hours may constitute a day shift of regularly assigned hours to be from 8:00 AM with one half-hour lunch period without pay. The starting time and quitting time may be advanced or retarded by not more than one (1) hour by agreement between the Employees and the Employer. It is understood that there will be no discrimination against workers who refuse to work more than eight (8) hours per day at straight time.
- 19.03 The employees may work fifty (50) hours per week at straight time. Overtime commences after fifty (50) hours. It is understood that there will be no discrimination against workers who refuse to work more than forty (40) hours per week at straight time.
- 19.04 On out of town work, the Employer and the Employees may jointly decide on a voluntary basis to work four (4) days at ten (10) hours per day. Any additional work hours will be paid at the applicable overtime rates as per Sub-Article 19.03.

**Article 20.      SHIFT WORK**

- 20.01 For the purpose of this Agreement, a twenty-four (24) hour period shall be from 12:01 AM until 12:00 PM midnight on any given calendar day.

**CLARIFICATION OF SHIFT TERMINOLOGY**

A shift starting one hour either side of 8:00 AM shall be called the DAY SHIFT.

A shift starting one hour either side of 4:00 PM shall be called the NIGHT SHIFT.

- 20.02 When Employees commence their shift work Monday to Friday the rate of pay shall be the regular rate of pay plus:
- 20.03 Night Shift - Two dollar per hour (\$2.00/hour) above the employee's regular rate of pay as of May 1, 2016. Two dollars and twenty-five cents (\$2.25/hour) above the employee's regular rate of pay as of May 1, 2017. Two dollars and fifty cents (\$2.50/hour) above the employee's regular rate of pay as of May 1, 2018.
- 20.04 Double time plus shift premium shall commence for any shift worked between the hours of seven (7:00) AM and twelve (12:00) midnight for any of the statutory holidays worked and between seven (7:00) AM Sunday and twelve (12:00) midnight on Sunday, except when the work week commences on Sunday and ends on Thursday.
- 20.05 Employees shall be at their posts prepared to work at their regular starting time.

**Article 21.      MAKE-UP TIME - INCLEMENT WEATHER and/or PERSONAL DAY**

- 21.01 Make-up time may be worked on a voluntary basis only, at the request of an Employer, and there shall be no discrimination against any employees working or refusing to work make-up time. The Employer, Employee, and the Union must sign off this make-up time.

**Article 22.      GENERAL / HEALTH AND SAFETY**

- 22.01 When gunite, paint removing, painting, coating, grinding, sandblasting, waterblasting, using any chemicals, or work of a dirty or dusty nature is being performed; required and approved (By Law) respiration protection and protective clothing and equipment will be provided by the Employer and shall remain the property of the employer.
- 22.02 The Current Occupational Health and Safety Act, Workers Compensation Act, Labour Relations Act, Employment Standards Act, and the Employment Equity Act shall be considered as part of this Agreement.
- 22.03 Each Employer shall provide a sanitary place of shelter (separate from the other trades and equipment) with tables and benches on any project to all employees covered under this agreement. This place of shelter shall be heated during cold weather. The Employer shall also provide a safe place for Employees to keep their tools (separate from lunchroom) and it shall be kept locked at all times when Employees take their tools out. Security during working hours shall be the responsibility of the Employees.
- 22.04 Properly cooled drinking water and toilet facilities shall be provided as soon as possible, and municipal sanitary conditions shall be maintained, as described in the Ontario Construction Safety Act. No worker shall be required to, or shall, use a dipper or drinking cup in common with other workers.
- 22.05 The Employer agrees that all employees will be allowed a coffee break of a maximum of fifteen (15) minutes duration during the hours of work in each half of their respective working shifts.
- 22.06 The Employees shall be allowed fifteen (15) minutes time each day without loss of pay before quitting time for wash-up, clean-up, and packing tools, etc. However, employees must not leave the job site before the end of their shift.
- 22.07 Starting Time - Employees shall be out of the company shack, changed for work, and on their way to the job location at the starting time of the work shift.
- 22.08 On special job sites where employee/members will be required to work under extreme conditions, the Union and Employer will discuss this issue prior to the commencement of the job and a letter of understanding drafted and signed by both parties.

**Article 23.      GRIEVANCE PROCEDURE AND ARBITRATION**

- 23.01 Any Local 598 members, or group of members, who considers himself (themselves) aggrieved, may have the grievance submitted for correction by the Union, to the superintendent or the Foreman of the job. Failing satisfactory resolution of the grievance, the Union or the member or members concerned may have the issue dealt with as outlined.
- 23.02 Any dispute, controversy, difference or grievance affecting or arising out of the interpretation or administration of this Agreement shall be adjusted, if possible, by negotiations between specially appointed representatives of the Employer and the Union. A date for a meeting to discuss any such dispute or grievance shall be called within forty-eight (48) hours of the first notice in writing of such dispute or claim of alleged violation. The parties agree to meet within one week of the notice. The parties concerned with the dispute shall endeavour to reach a decision within forty-eight (48) hours of the meeting. The time constraint may be waived by mutual consent.
- 23.03 Where a difference arises between the parties hereto relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitral, either of the parties may, after exhausting the grievance procedure outlined previously, 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 nominee of the party wishing to bring the matter or matters in dispute to be dealt with by the Arbitration Board and what relief, if any, is claimed by the party requesting Arbitration. The party receiving such notice shall within five (5) days advise the other party of the name of its nominees to the Arbitration Board.

- 23.04 The two (2) nominees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who will act as Chairman of the Arbitration Board. If the recipient of the notice fails to appoint an arbitration nominee, or if the two (2) appointed fail to agree upon a Chairman within the time limits set out herein, the appointment shall be made by the Minister of Labour for Ontario upon request of either party.
- 23.05 The Arbitration Board shall hear and determine the difference or differences between the parties and shall issue a decision in writing which shall be final and binding upon the parties and any Employee affected. The decision of a majority of the Board shall be the decision of the Board and if there is no Majority, the decision of the Chairman shall govern. However, it is understood that the authority of the Arbitration Board or the decision made by such Board is limited in that there shall be no alteration or addition to or subtraction from or modification or amendment of any party of this Agreement.
- 23.06 The fees and expenses of the Chairman shall be borne one half (1/2) by the Union and one half (1/2) by the Employer. Any other costs or expenses in connection with such arbitration shall be borne by the party which incurs them.
- 23.07 A Member's grievances must be brought forward within thirty (30) days of the circumstances giving rise to the grievance having occurred.
- 23.08 If the Ontario Labour Relations Board or a Board of Arbitration, to which a grievance alleging failure to make appropriate payments to a trust fund or an administrator as required by this 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-an-client basis, travel, meal and accommodation cost of all witness and Business Representatives, conduct money, cost incurred in serving a summons, any expense incurred by the Union pursuant to Section 133(4) or otherwise, for the Board of Arbitration.

#### **Article 24. PICKET LINE**

- 24.01 The employees of any Employer may refuse to cross a lawful picket line which has been placed at any project where the Employer is engaged and the Employer agrees that the refusal to cross such picket line shall not constitute an unlawful strike within the provisions of the Ontario Labour Relations Act or this Collective Agreement and the Employer agrees not to bring any proceedings of any kind or nature whatsoever against any person or the union for such conduct.

#### **Article 25. TOOLS**

- 25.01 All employees must supply their own C.S.A. Green Tag Safety Boots.

Under the terms of this agreement, the employer will supply all new Permit employees with a new harness, lanyard and rope grab. After these employees have completed their five hundred (500) hours as Permit employees and join the Union, these employees will be required to buy their harness, lanyard and rope grab outlined above at 50% of the employer's original cost.

All employees who are Union members at the time of ratification of the new collective agreement will be grandfathered for purposes of this allowance and will receive their harnesses, lanyard and rope grab free

of charge.

The employer will supply safety goggles, safety rubber boots, wet suits and any other required safety equipment.

The above equipment is essential for all workers.

25.02 Tools required during training and which all workers shall have are:

- |   |                      |
|---|----------------------|
| 1 - Club Hammer                                   | 1 - Pointing Trowel  |
| 1 - Brick Trowel                                  | 1 - Tape Measure     |
| 1 - Steel Float                                   | 1 - Wood Float       |
| 1 of each slick - 1/4", 3/8", 1/2",<br>5/8", 3/4" | 1 - 2" Square Trowel |

Upon employment, the employee will sign an agreement with the employer to return all Company supplied safety equipment listed in the agreement upon lay-off or termination; and further, if such listed safety equipment is not returned the employer may deduct the cost of such items from his last pay or vacation pay.

The employer will replace all above equipment when worn or destroyed by abnormal and unusual wear and tear of the tool upon presentation of the worn-out item. Any lost items will be replaced at the employee's expense.

## **Article 26.      SUB-CONTRACTING**

26.01 Employer may sub-contract work, or any part of the work on a project, that falls within the craft jurisdiction of this Agreement, to any sub-contractor, provided the Union, Local 598, cannot supply qualified members from the Union hiring hall.

26.02 The employer shall also send written notice to the Union of the engagement of the sub-contractor by the employer, prior to the award and commencement of work by the sub-contractor, at which time the Union will be given the opportunity to provide qualified personnel.

26.03 The employer will submit a contract duration and scope of work to the Union for approval. All approvals must be in writing and signed by both the employer and the Union prior to the commencement of work by the sub-contractor.

26.04 Preference in Sub-contracting shall be given to companies in contractual relations with the Union and must be supported with written competitive quotations or a letter to decline the work.

26.05

(a) If an Employer sub-contracts work to any subcontractor not signatory to the Union on a project, the Employer shall pay the Union a sub-contracting permit fee equal to Fifteen Hundred Dollars (\$1,500.00) for the duration of the subcontract. For clarity, it is understood and agreed that regardless of the amount of work sub-contracted or the number of sub-contracts entered into on a project, the total permit fee required to be paid by the Employer to the Union will be Fifteen Hundred Dollars (\$1,500.00) per subcontract.; or

(b) If an employer sub-contracts work, subject to Sub-Article 26.01 above, the employer shall pay the Union Sub-Contracting Permit Fees equal to one hundred dollars (\$100.00) per worker per month as long as the subcontractor is on site and the fees will be remitted with the next Union remittance.

26.06 Any employer that fails to send notice to the Union, or pay the required sub-contractor fees in accordance with the foregoing sub-articles, shall be subject to the following liquidated damages:

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

**Article 27.      MANAGEMENT RIGHTS**

27.01 The Union recognizes that the management of all work and Employees including the direction and scheduling of the working forces and of the affairs of the Employer, such as production methods, control of the quality of work, right to hire, discipline, retirement, lay-off, promotion, transfer or discharge for cause is vested exclusively in the Employer, provided that it shall be exercised in a manner which is consistent with the terms and conditions of this Agreement.

**Article 28.      O.P. & C.M.I.A., LOCAL 598 EMPLOYEE BENEFIT TRUST**

28.01 In addition to the regular hourly rates referred to in Article 7, the Employer shall contribute to the Cement Masons' Local 598 Benefit Trust Fund the applicable amount per hour for health and welfare and the applicable amount per hour for pension. They will contribute One Dollar (\$1.00) per hour to the training trust fund for hours worked and Twenty-Five cents (0.25) per hour to the Organizing Fund for hours worked.

28.02 Such contributions shall be remitted for each and every hour worked by the fifteenth (15th) day of the month, following the month in which such hours were worked, and shall be accompanied by a remittance report listing each Employee on the form provided by the administrator. Each monthly report and contribution shall include all obligations arising from hours worked up to the close of each Employer's payroll ending nearest to the last day of the preceding calendar month. Such contribution shall be made by cheque payable to the trust, as directed by the Fund Administrator.

28.03 Failure to remit contributions by the fifteenth (15th) day following the month the contributions are due, a penalty of twenty-five dollars (\$25.00), plus three percent (3%) of any unpaid amount of contributions shall become due and payable to the trust by the Employer on the fifteenth (15th) day following the day designed for payment by the Collective Agreement. A further charge of three percent (3%) of any monies owing shall become due and payable on the expiry of each succeeding thirty (30) day period until all monies due and owing (including both contributions and charges) have been paid.

28.04 The trust document under which the trust shall be established shall provide for equal trustees in number and power to be appointed by both the Employer and the Union.

28.05 The parties agree that where an Employer has repeatedly violated the terms and provisions of the Collective Agreement with respect to payment of wages and/or repeatedly failed to remit the necessary amounts for the health & welfare and/or pension contributions as required by Article 28.01 of the Collective Agreement, the Union may request a complete financial audit of the Employer's books and records by a qualified accountant to be chosen by the Union. If following the completion of the audit, the Employer is found to have further violated any of the terms and provision of the Collective Agreement, then, in addition to any other damages or payment which the employer may be liable for, the employer will reimburse the union for the full cost of the audit. Additionally, the Employer will be subject to fines for repeat violations with respect to the payment of wages and/or Article 28.01, as follows:

- 2<sup>nd</sup> violation \$10 000.00
- 3<sup>rd</sup> violation \$20 000.00
- 4<sup>th</sup> violation \$30 000.00
- 5<sup>th</sup> violation \$40 000.00

If the Employer commits any further violation after the 5<sup>th</sup> violation, then the employer must send to the union \$150,000 bond. This bond will be held for one year. If, during the one-year period after the provision of the bond, the Employer commits any further violation, then the union may cash in the bond to cover its costs of enforcing the collective agreement.

**Article 29.      GENDER CLAUSE**

29.01 Unless the contrary intention appears, word importing the masculine gender only, indicates females as well as males and the converse.

**Article 30.      T2200 FORM**

30.01 To be supplied, filled out correctly and issued with T4's

**Article 31.      VOLUNTARY ARBITRATION**

31.01

(a) The parties hereby irrevocably agree that if after giving notice to bargain they are unable to conclude a Collective Agreement, either party may, by giving notice of its intention to proceed to voluntary arbitration to the other part in writing ("Notice"), refer all matters remaining in dispute between them to an arbitrator for final and binding determination.

(b) It is the parties' intention that the agreement set out in Sub-Article (A), above engages section 40 of the *Labour Relations Act, 1995*, and that Notice shall have the effect of an irrevocable agreement within the meaning of Section 40 of the *Act*.

(c) The party that gives Notice shall invite the arbitrator to act. Invitations shall be made to the following arbitrators, in rotation, or to such other arbitrators as may be agreed upon by the parties.

- Jesse Nyman
- Eli Gedalof
- Michael McFadden
- Jack Slaughter

## **APPENDIX “A”**

### **OUTLINE OF APPRENTICESHIP PROGRAM**

#### **FIRST YEAR APPRENTICE CLASSIFICATION**

##### **GROUNDMAN**

##### **DUTIES:**

##### **THE MIXING OF MORTAR**

- A first year apprentice will be taught the theory of different mortar mixes, (e.g., the different types of mixes for brick, stone, and the effects of different weather conditions to these mixes).
- The importance of following a predetermined formula, (e.g., the importance pertaining to colour additives, hardeners, bonding agents, temperature restrictions, etc.).

##### **THE MIXING OF CONCRETE**

- A first year apprentice will be taught the different mixes of concrete and the proper additives for each under different conditions.

##### **THE MIXING OF CHEMICALS - for cleaning, waterproofing and polishing.**

- The first-year apprentice will understand the different chemicals involved in the above categories.
- He will learn the proper safety measures involved when handling these chemicals.
- He will learn about the possible damage that may be caused to different surface textures.
- the apprentice will also understand the proper mixing formula as predetermined by the manufacturer, or the contractor, so long as proper safety measures are followed.

##### **COMMUNICATION**

- This aspect of the Ground man's function deals with certain signals used as a form of communication between the Ground man and the men on a scaffold or stage apparatus. (e.g., sandblasting – when to start up equipment, when more sand is needed, when less sand is needed, etc.).

##### **EQUIPMENT OPERATOR**

- the first-year apprentice will understand the starting, pressure, setting, voltage regulating, material release, and shut down of the most frequently used equipment of the contractors.

##### **TYING AND SECURING**

- A first year apprentice will learn at least four (4) main knots.
- proper securing methods for lifting, shifting, tie-down of material, equipment, cables, ropes, etc.
- Introduction to rigging and roof protection, including safety and rigging.



## APPENDIX "A"

### OUTLINE OF APPRENTICESHIP PROGRAM

#### FIRST YEAR APPRENTICE CLASSIFICATION CONT'D.

##### SAFETY PRACTICES

- A first-year apprentice will learn all of the known dangers of the material, chemicals, and equipment that he will be using.
- He will understand all of the safety procedures involved and use all safety equipment supplied by the contractor when handling dangerous materials, chemicals and equipment.
- He will learn about the dangers of using air pressure to clean himself or his clothes.
- He will take any and all safety courses outlined in the Apprenticeship Program.

#### SECOND YEAR APPRENTICE CLASSIFICATION

##### DUTIES:

##### RIGGING – STAGE SCAFFOLDING, CHIMNEY, STACKS AND TANKS

- The second-year apprentice will understand the theory behind the above-mentioned types of rigging.
- He will be shown and undertake in the different types of knots and securing systems of the above-mentioned rigging equipment. A journeyman must be present at all times.
- He will attend any and all classes pertaining to safety and rigging.

##### BUILDING CLEANING METHODS – SANDBLASTING, HYDRA SILICA BLASTING, CHEMICAL CLEANING, WATER BLASTING AND TRAC BLASTING

- A second-year apprentice will be shown and will have the opportunity to apply his equipment knowledge to the practical duties and application of the prescribed building cleaning methods so long as a skilled person is present.

##### WATERPROOFING – MASTIC AND HYDRAULIC CEMENT

- A second-year apprentice will undertake in the practical duties and application of the prescribed waterproofing work.
- He will learn to use hand tools and any other means of application that is deemed necessary.

## **APPENDIX "A" CONT.**

### **OUTLINE OF APPRENTICESHIP PROGRAM**

#### **SECOND YEAR APPRENTICE CLASSIFICATION**

##### **CAULKING**

- A second-year apprentice will be shown the main types of caulking material used and the application procedure of these types of caulking.
- A contractor may and can teach the second-year apprentice any new methods of application so long as it does not affect the apprentice's collected hours

##### **CUTTING OUT AND BRICK REMOVAL**

- A second-year apprentice will be shown how to remove a brick or bricks with minimal or no damage caused to sound work.
- He will be shown the various ways the face of a building is constructed. (Introduction to headers ties and anchors).
- He will learn all the safety measures and precautions that are necessary to ensure a safe working condition when removing brick work (e.g., proper shoring methods).

##### **POINTING AND JOINTING**

Pointing refers to joint repairs on existing brick, block, or stonework, and Jointing refers to the action of ensuring a solid bond between new brick, block or stonework.

- The second-year apprentice will be taught the art of Pointing and Jointing.
- He will be shown the different types of mortar joints that he is apt to encounter.
- He will be able, on a practical basis, to understand more fully the reason for the mortar to be a specific consistence for the work done by use of a slick, bag, or by means of a jointer.
- He will take any and all safety courses outlined in the Apprenticeship Program.

##### **DUTIES:**

##### **MASKING GROUTING**

- The third-year apprentice will be shown the importance of proper surface preparation, taking, and application of grout by different methods, and cleanup.
- He will acquire a better understanding of the grout mix that he has learned about in his first year.

## **APPENDIX "A" CONT.**

### **OUTLINE OF APPRENTICESHIP PROGRAM**

#### **THIRD YEAR APPRENTICESHIP CLASSIFICATION**

##### **CONCRETE REPAIRS**

- The third year apprentice will learn how to repair concrete so as to retain a solid bond.
- He will be shown how to achieve various surface textures as required in this trade.
- He will learn how to do horizontal and vertical repairs, parging and patching, and be introduced to a variety of material that might not have been covered in his first year.

##### **STONE REPAIRS – BASIC STONE REPAIRS**

- Removal reset and patching of stonework.
- Basically, the same format as Concrete Repairs.

##### **STACK REPAIRS (OPTIONAL) – anchoring system of stacks**

- It is assumed that a stack will be constructed out of materials that the apprentice is familiar with and that the only thing that would complete his education in this area would be learning about the construction of different types of stacks and their structural integrity.

#### **FOURTH YEAR APPRENTICE CLASSIFICATION**

##### **DUTIES:**

- To be proficient in the first, second- and third-year learning's.
- He is required to have the basic knowledge of past learning's. All years at one time or another will overlap, meaning that a second- or third-year apprentice may, at some point, have to mix cement or some other material. This is something that he has learned during his first year as an apprentice and there should be no difficulties.

##### **REBAR AND DELAMINATED CONCRETE REPAIR**

- The fourth-year apprentice will learn about the properties of certain stone.
- By learning the properties of these stones, he will learn how to properly mix patching material for facial repairs of these stones.
- He will be shown how to cut and anchor stone faces and stone slabs. (e.g., Dutchmen).

##### **ADVANCED SAFETY COURSES**

- He will take courses pertaining to any new safety measures/practices that might become know.
- He may have to take an advanced St. John Ambulance course. (I.e. cardiopulmonary).

**APPENDIX "A" CONT.**

**OUTLINE OF APPRENTICESHIP PROGRAM**

**JOURNEYMAN CLASSIFICATION**

**DUTIES:**

- A Journeyman shall be an employee possessing the skills necessary to perform all the work contracted by the employer and as outlined in the Apprenticeship Program.
- He will be expected to up-grade skills and knowledge as new material and techniques are brought out.
- The employer realizes the need for apprentices to have on the job training; it will be up to the Journeyman to oversee any and all work done by an apprentice and to correct the apprentice when he is improperly performing his duties.
- He will be expected to take any and all safety courses outlined in the Apprenticeship Program.

**APPENDIX "B"**

**SANDBLASTING AGREEMENT**

**Article 1. TERMS OF AGREEMENT/RECOGNITION AND UNION SECURITY**

1.01 Is contained in the Master Portion of this Agreement.

**Article 2. CRAFT JURISDICTION**

2.01 This schedule shall apply to employers engaged in the performance of sandblasting and vacuum blasting of all metal, steel and cast surfaces and welds, painted or unpainted, including but not restricted to furnaces, storage tanks, piping and conduits and the maintenance of all related equipment and on all surfaces in the ICI and non-ICI projects.

**Article 3. CLASSIFICATION**

There shall be three levels of classifications known as First Year Trainee, Second Year Trainee and Skilled Sandblaster.

3.01 A Skilled Sandblaster shall be an employee who has attained the skill level to perform all the jurisdictional requirements contained in Article 1 through a two year on the job training program.

3.02 A First Year Trainee shall be an employee who is receiving on the job training in the first year of his employment in accordance to Article 1 to attain half the skill level of a Skilled Sandblaster.

3.03 A Second Year Trainee shall be an employee who is receiving on the job training in the second year of his employment in accordance to Article 1 to attain the full skill level of a Skilled Sandblaster.

**Article 4. HOURLY WAGE RATES**

The hourly wage rate for all employees will be based on a percentage of the Skilled Sandblasters' hourly wage rate.

4.01 The Skilled Sandblaster shall be paid according to the following schedule throughout the Province of Ontario.

	<b>Wage</b>	<b>Vac. Pay</b>	<b>Total Wage</b>	<b>H &amp; W</b>	<b>Pension</b>	<b>Org.</b>	<b>Training</b>	<b>Total Package</b>
May 1, 2019	<b>35.00</b>	<b>3.50</b>	<b>38.50</b>	<b>3.25</b>	<b>6.98</b>	0.25	1.00	<b>49.98</b>
May 1, 2020	<b>35.50</b>	<b>3.55</b>	<b>39.05</b>	<b>3.25</b>	<b>7.43</b>	0.25	1.00	<b>50.98</b>
May 1, 2021	<b>36.00</b>	<b>3.60</b>	<b>39.60</b>	<b>3.25</b>	<b>7.88</b>	0.25	1.00	<b>51.98</b>

4.02 Apprenticeship rate and hours are the same rate as a restoration apprentice.

A foreman shall be a member of the Union and shall be a fourth-year apprentices or Journeyman and rate will be \$5.25 more than a journeyman for the entire duration of the collective agreement.

**APPENDIX "B" CONT'D.**

**Article 5.      HOURS OF WORK, OVERTIME AND REPORTING ALLOWANCE**

Shall be paid in accordance to the Master Portion of this Agreement.

**Article 6.      VACATION PAY, HOLIDAY PAY AND BENEFITS**

Shall be paid in accordance to the Master Portion of this Agreement.

**Article 7.      TRAVELLING, ROOM AND BOARD, SHIFT AND PREMIUM PAY**

Shall be paid in accordance to the Master Portion of this Agreement.

**Article 8.      RATIO**

On each project, the employer shall be allowed no more than three trainees to everyone Skilled Sandblaster.

**APPENDIX "C"**

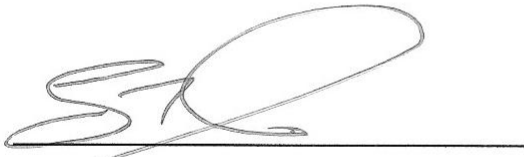
**FINANCIAL PACKAGE AGREEMENT**

**Article 1. FINANCIAL WAGE PACKAGE**

- 1.01 The Company and the Union agree that the wage package contained herein for all members of the Bargaining Unit is based on a percentage of the Journeyman hourly pay rate in accordance with Article 7 of the Master Agreement and, is known as "Wages, Hours and Other Provisions in the Industrial Commercial- Institutional Agreement of the Construction Industry.
- 1.02 The Company and the Union agree that all other payments on behalf of all members of the Bargaining Unit are contained in the aforementioned package.

SIGNED ON BEHALF OF:

THE STEEPLEJACK AND MASONRY  
RESTORATION CONTRACTORS  
ASSOCIATION



Sam Trigila, President

MAY 01/2019

THE OPERATIVE PLASTERERS',  
CEMENT MASONS' AND  
RESTORATION STEEPLEJACKS'  
INTERNATIONAL ASSOCIATION OF  
THE UNITED STATES AND CANADA,  
UNION LOCAL 598



Tony Mollica, Business Manager

MAY 01/2019



**RESTORATION STEEPLEJACKS  
PROVINCIAL COLLECTIVE AGREEMENT  
RATES FOR THE PERIOD MAY 1, 2019 TO APRIL 30, 2022**

	<b>Wage</b>	<b>Vac. Pay</b>	<b>Total Wage</b>	<b>H &amp; W</b>	<b>Pension</b>	<b>Org.</b>	<b>Training</b>	<b>Total Package</b>
May 01 2019								
Journeyman	<b>35.00</b>	<b>3.50</b>	<b>38.50</b>	<b>3.25</b>	<b>6.98</b>	0.25	1.00	<b>49.98</b>
Level 1 (60%)	21.00	2.10	23.10	3.25	1.75	0.25	1.00	29.35
Level 2 (70%)	24.50	2.45	26.95	3.25	6.98	0.25	1.00	38.43
Level 3 (80%)	28.00	2.80	30.80	3.25	6.98	0.25	1.00	42.28
Level 4 (90%)	31.50	3.15	34.65	3.25	6.98	0.25	1.00	46.13
May 01 2020								
Journeyman	<b>35.50</b>	<b>3.55</b>	<b>39.05</b>	<b>3.25</b>	<b>7.43</b>	0.25	1.00	<b>50.98</b>
Level 1 (60%)	21.30	2.13	23.43	3.25	1.75	0.25	1.00	29.68
Level 2 (70%)	24.85	2.49	27.34	3.25	7.43	0.25	1.00	39.27
Level 3 (80%)	28.40	2.84	31.24	3.25	7.43	0.25	1.00	43.17
Level 4 (90%)	31.95	3.20	35.15	3.25	7.43	0.25	1.00	47.08
May 01 2021								
Journeyman	<b>36.00</b>	<b>3.60</b>	<b>39.60</b>	<b>3.25</b>	<b>7.88</b>	0.25	1.00	<b>51.98</b>
Level 1 (60%)	21.60	2.16	23.76	3.25	1.75	0.25	1.00	30.01
Level 2 (70%)	25.20	2.52	27.72	3.25	7.88	0.25	1.00	40.10
Level 3 (80%)	28.80	2.88	31.68	3.25	7.88	0.25	1.00	44.06
Level 4 (90%)	32.40	3.24	35.64	3.25	7.88	0.25	1.00	48.02

**PARKING GARAGE WORKER**

**Journeyman Parking Garage Worker (100% of Journeyman Restoration Rate)**

**Parking Garage Apprentices are (100% of Apprentice Restoration Rate)**

**SKILLED SANDBLASTER**

**Journeyman Sandblaster (100% of Journeyman Restoration Rate)**

**Sandblaster Apprentices are (100% of Apprentice Restoration Rate)**

**GROUNDMAN/VEHICLE DRIVER**

- 1) 1st year of employment 60%
- 2) 2nd year of employment 70%
- 3) 3rd year of employment 80%

Upon completion of the third year, the rate of wages shall always remain at 90% of the journeyman regular hourly wage rate in effect.

May 01 2019	<b>Wage</b>	<b>Vac. Pay</b>	<b>Total Wage</b>	<b>H &amp; W</b>	<b>Pension</b>	<b>Org.</b>	<b>Training</b>	<b>Total Package</b>
Journeyman (90)	<b>31.50</b>	<b>3.15</b>	<b>34.65</b>	<b>3.25</b>	<b>6.98</b>	0.25	1.00	<b>49.98</b>
Level 1 (60%)	21.00	2.10	23.10	3.25	1.75	0.25	1.00	29.35
Level 2 (70%)	24.50	2.45	26.95	3.25	6.98	0.25	1.00	38.43
Level 3 (80%)	28.00	2.80	30.80	3.25	6.98	0.25	1.00	42.28
May 01 2020	<b>Wage</b>	<b>Vac. Pay</b>	<b>Total Wage</b>	<b>H &amp; W</b>	<b>Pension</b>	<b>Org.</b>	<b>Training</b>	<b>Total Package</b>
Journeyman (90)	<b>31.95</b>	<b>3.20</b>	<b>35.15</b>	<b>3.25</b>	<b>7.43</b>	0.25	1.00	<b>50.98</b>
Level 1 (60%)	21.30	2.13	23.43	3.25	1.75	0.25	1.00	29.68
Level 2 (70%)	24.85	2.49	27.34	3.25	7.43	0.25	1.00	39.27
Level 3 (80%)	28.40	2.84	31.24	3.25	7.43	0.25	1.00	43.17
May 01 2021	<b>Wage</b>	<b>Vac. Pay</b>	<b>Total Wage</b>	<b>H &amp; W</b>	<b>Pension</b>	<b>Org.</b>	<b>Training</b>	<b>Total Package</b>
Journeyman (90)	<b>32.40</b>	<b>3.24</b>	<b>35.64</b>	<b>3.25</b>	<b>7.88</b>	0.25	1.00	<b>51.98</b>
Level 1 (60%)	21.60	2.16	23.76	3.25	1.75	0.25	1.00	30.01
Level 2 (70%)	25.20	2.52	27.72	3.25	7.88	0.25	1.00	40.10
Level 3 (80%)	28.80	2.88	31.68	3.25	7.88	0.25	1.00	44.06

**NOTES:**