



BACU-GUILD PROVINCE WIDE ICI COLLECTIVE AGREEMENT

**FOR ■ MARBLE ■ TILE
■ TERRAZZO ■ CEMENT
MASONS ■ RESILIENT FLOOR
LAYERS AND THEIR HELPERS**



JULY 1, 2016 – APRIL 30, 2019

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**FOR ■ MARBLE ■ TILE
■ TERRAZZO ■ CEMENT
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Between:

**Brick and Allied Craft Union of Canada
and its Locals 1, 5, 10, 12, 23, 25, 28 and 31
(Hereinafter called the “Union”)**

- and -

**Terrazzo, Tile & Marble Guild of Ontario, Inc.
as the Administrative Representative for
Individual Employers**

(hereinafter called the “Guild”)

(collectively referred to as the “Parties”)

Term: July 1, 2016 to April 30, 2019

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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.

All reference to Employees and Employers in this Agreement includes both male and female and wherever the male gender is used it shall be construed to include male and female.

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

■ ARTICLE 1 RECOGNITION AND SUB-CONTRACTING

- 1.01 The Employer recognizes the Union as the exclusive bargaining agent for marble, tile and terrazzo, cement masons and resilient floor layers and their helpers, their respective apprentices, improvers and working foremen in its employ in the Province of Ontario and for whom the Union has bargaining rights. The Employer recognizes the territorial jurisdiction of the Local Unions as described in Appendix B hereto. The Guild agrees to notify the Union of any new members joining the Guild.
- 1.02 The Union recognizes the Employer as the exclusive bargaining agent for the individual Employers named in Appendix A and any other Employers desirous of entering into a contractual agreement with the BACU in the Province of Ontario. The Union agrees to advise the Employer of any new signatories to the Agreement.
- 1.03 Any owner, developer or general contractor who is a party to this Agreement desirous of subcontracting any work encompassing the skills of members of the Union shall only subcontract said work to an Employer who is a party to and

bound by this Agreement or the OPC-Guild Provincial ICI Collective Agreement for Tile.

Except in the case of an owner, developer or general contractor, an Employer shall only subcontract work covered by this Agreement to a maximum of one (1) other Employer, who shall be a party to and bound by this Agreement or the OPC-Guild ICI Collective Agreement for Tile.

Except in the case of an owner, developer or general contractor, an Employer subcontracting work covered by this Agreement shall, prior to commencing any work which is being subcontracted, provide the Union in writing with:

- the name and location of the project,
- the name of the client/general contractor,
- the name of the subcontractor,
- the estimated start and completion date of the work, and
- an approximation of the number of hours contained in the subcontract.

Except in the case of an owner, developer or general contractor, where an Employer subcontracts out work in accordance with the terms of this Agreement, the subcontractor shall be responsible for payment of all remittances to the Union and/or its Trust Funds as outlined in this Agreement, covering all hourly paid Employees. In the event that such subcontractor does not make such payments in accordance with the terms of this Agreement then the Employer who has subcontracted the work shall be responsible for payment of all remittances to the Union and/or its Trust Funds as outlined in this Agreement for the Employees of the subcontractor covered by this Agreement.

No Employer which has received a subcontract to perform work covered by this Agreement shall in turn subcontract any or all of said work to another Employer regardless of whether that Employer is in contractual relations with the Union.

The Parties agree to work together to enforce this provision without exception.

The Union will inform the Guild by letter when it is aware of any violation of this provision and set out the action that has been taken.

The Guild will inform the Union by letter when it is aware of any violation of this provision and the Union will confirm to the Guild by registered mail that action has been taken within seven (7) days of the notification being sent.

Where an Employer is found to have violated this Article it shall be required to pay deterrent damage in the amount of twenty thousand dollars (\$20,000) per violation.

This penalty is to be shared, less applicable fees and costs, equally by the Union and the Guild's Promotion fund.

- 1.04 A joint venture is a project being undertaken by a maximum of two (2) Employers. Each Employer in the joint venture shall be a party to and bound by this Agreement or the OPC-Guild Provincial ICI Collective Agreement for Tile.

Where a joint venture is entered into, one of the Employers to the joint venture shall, prior to commencing any work which is being completed as a component of the joint venture, provide the Union in writing with:

- the name and location of the project,
- the name of the client/general contractor,
- the names of all parties to the joint venture,
- the estimated start and completion date of the work, and
- an approximation of the number of hours contained in the joint venture.

Both Employers to the joint venture shall be jointly and severally responsible for payment of all remittances to the Union and/or its Trust Funds as outlined in this Agreement, covering all hourly paid Employees who work on the joint venture project.

No Employer which is a party to a joint venture shall subcontract any or all of said work to another Employer regardless of whether that Employer is in contractual relations with the Union.

The Parties agree to work together to enforce this provision without exception.

The Union will inform the Guild by letter when it is aware of any violation of this provision and set out the action that has been taken.

The Guild will inform the Union by letter when it is aware of any violation of this provision and the Union will confirm to the Guild by registered mail that action has been taken within seven (7) days of the notification being sent.

Where an Employer is found to have violated this Article it shall be required to pay deterrent damage in the amount of twenty thousand dollars (\$20,000) per violation.

This penalty is to be shared, less applicable fees and costs, equally by the Union and the Guild's Promotion fund.

- 1.05 This Agreement applies to construction industry work in the industrial, commercial and institutional (ICI) sector and to non-construction industry work.
- 1.06 The Parties acknowledge that the BACU has agreed to utilize the hiring halls of IU Locals 6 and 7 respectively and to man jobs in the territory of IU Locals 6 and 7 respectively.
- 1.07 The Parties agree that the following rules shall apply to Employees who work in locations other than their home locals. All Local Union dues check-off that are deducted under this Collective Agreement shall be paid to the Local Union in whose territory the work is being performed. All benefit contributions including welfare, dental, pension, SUB plans shall be paid to the member's home Local Union or plan.

■ **ARTICLE 2**

DURATION OF AGREEMENT

- 2.01 This agreement shall be in effect from July 10, 2013 until April 30, 2016 and thereafter triennially unless written notice be given not more than one hundred twenty days and not less than ninety (90) days before the expiry day (or its anniversary, as the case may be), by the party desirous of change. In receipt of such written notice, the Parties to this Agreement shall convene a meeting within thirty (30) days, and endeavor to reach an Agreement.

■ **ARTICLE 3**

GRIEVANCE AND ARBITRATION PROCEDURE

- 3.01 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.

Within twenty (20) working days after the Union becomes aware of the circumstances giving rise to the grievance, but not thereafter, the grievance shall be presented to the Employer in writing by the Union. The grievance shall be in writing and set out all details related to the grievance including the name and location of the project, the article or articles of this Agreement alleged to have been violated and the nature of the remedy sought.

A meeting between the Local Union representative and the Local Employer or his designated representative shall be called within five (5) working days of receipt of the grievance by the party grieved against.

If the grievance is not settled within ten (10) working days of such receipt then the grieving party may refer the matter to arbitration pursuant to section 49 or 133 of the

Ontario Labour Relations Act, 1995 as amended, or private arbitration in accordance with Article 3.02 below.

3.02

- i. No matter may be submitted to arbitration, which has not first been properly carried through all preceding steps of the grievance procedure.
- ii. Either Party may, after exhausting the grievance procedure, notify the other party in writing of its desire to submit the difference or allegation to arbitration.
- iii. The matter will be heard by a single arbitrator agreed to by the Parties, or failing agreement, by appointment of the Ministry of Labour at the request of the grieving party.
- iv. Each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will jointly bear the expenses, if any, of the Arbitrator on an equal basis.
- v. The Arbitrator shall derive his powers from the Agreement and the *Ontario Labour Relations Act, 1995*.
- vi. The Arbitrator will hear and determine the grievance and his decision will be final and binding on the Parties hereto and the Employee(s) affected.
- vii. The Arbitrator shall not have the power to alter, amend, modify, delete, or add to any provisions of this Agreement or to substitute any new provisions for any existing provisions nor give any decision inconsistent with the terms and provisions of this Agreement.
- viii. Time limits in the grievance and arbitration procedure are mandatory and failure to submit the grievance or process it in a timely manner shall result in the grievance being deemed abandoned and shall not be re-opened. Time limits may be extended by written agreement between the Employer and the Union.

3.03 **Hardship Clause**

Where a particular clause or article of this Agreement may be found to work a hardship in a specific geographical jurisdiction of a Local Union, either the Local Union or Employer may request that the other consider the hardship in question ("Hardship Request"). In order for an Employer to raise a Hardship Request, it shall contact the Guild and Local Union as soon as reasonably possible, but in any event, not less than five (5) business days prior to the closing of bids on the project.

When the Employer contacts the Guild and Local Union with a Hardship Request, it shall provide each party with information about the project including,

- Name and location of project
- Name of General Contractor
- Union obligations of the General Contractor
- Competitors for the project
- Details of the hardship and how it could be alleviated

The Local Union shall reply to the Hardship Request within forty eight (48) hours and the Parties shall, within a further twenty four (24) hours, discuss the details of the Hardship Request and determine the scope, if any, of amendment of the collective agreement. If the Local Union denies the Hardship Request, it shall set out its reasons for the denial in writing. The Local Union shall not act in an arbitrary, discriminatory or bad faith manner when it considers a Hardship Request.

Should the Local Union and Guild agree to the Hardship Request, such agreement shall be made in writing and referred to the Union and the Guild for their endorsement. No adjustment will be made that does not apply equally to all Employers bound to BACU Tile ICI Collective Agreements in the area.

Once a hardship agreement is agreed to and signed by the parties, the Guild will notify all Contractors in writing of the hardship agreement at least forty eight (48) hours prior to the closing date of the tender.

Any alleged violation of this provision may be dealt with by referral to expedited arbitration with an arbitrator selected by the Union and Guild for a final and binding decision.

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

3.04 It is understood and agreed that the Union, shall at the same time as the documents are provided to the Employer, provide the following to the Guild:

- i. Copies of all grievances filed relating to work of the type covered by this Agreement whether filed against an Employer member of the Guild or company that is not a member of the Guild;
- ii. Notification of any meeting scheduled between the Union and Employer to address a grievance. The Guild shall be entitled to attend any meeting scheduled to address a grievance;
- iii. A copy of all applications made to the Ontario Labour Relations Board or other arbitration system relating to companies which are performing work of the type covered by this Agreement whether or not the company is a member of the Guild; and
- iv. Within five (5) business days of execution of a settlement, copies of any settlements reached relating to the matters referred to in paragraphs (i) and (iii) above whether or not the company is a member of the Guild. Such settlement documents shall provide full details of the settlement reached including information regarding the disposition of Industry Funds. The Guild shall only be entitled to its portion of the final settlement

amount on a cents per hour basis as stated in Article 19 or its portion of a liquidated damage amount.

■ **ARTICLE 4**

WORK STOPPAGES

4.01 During the lifetime of this Agreement the Employer and the Union agree that there will be no strike, and the Employer agrees that it will not cause a lockout. The Parties further agree that they will not threaten to take any of the actions, which under the provisions of this Article, they have expressly agreed they will not take.

■ **ARTICLE 5**

UNION SECURITY & HIRING PRACTICES

5.01 The Employer agrees to hire from the Local Union office for all members required within the territorial area of the Union Local, as set out in Appendix B. The Union shall supply the Employer with a referral slip for each member to be hired. Each member shall be issued a photo I.D. card.

5.02 The Employer shall have the right to recall a former Employee within thirty-five (35) days of the Employee's lay-off provided that, the former Employee is registered on the Local's unemployed list and the Local Union is notified of the callback or the original Employer may recall an Employee when he completes the current project worked on providing that it is within 35 days of the original layoff.

Any Employee(s) found in violation with the Provincial Agreement shall be dealt with in accordance with the Local Union Constitution. If an Employee takes a leave of absence, the Employee may return to the Employer.

5.03 When the Employer requires additional Employees he shall hire members from the Local Union hiring list (E.I. List) fifty percent (50%) of whom can be requested as long as they are members in good standing of the Union. This ratio must be maintained at all times.

The Union shall be responsible for referring qualified, reliable and competent Employees.

- 5.04 When an Employer is doing work outside of their territorial area, said Employer shall notify the Local Union office prior to commencing work and shall have the right to bring a working foreman per project from outside the Local Union area in which the project is located.

Should a project be less than five (5) working days, said Employer shall have the right to bring in one additional worker who shall be a member in good standing with the Union.

Should a project be equal to or longer than five (5) working days, 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.

- 5.05 Should members of the Local Union not be available as required, an Employer shall have the right to hire Employee(s) from other sources for a probationary period of thirty-five (35) days providing such Employee(s) make application and become probationary member(s) of said Local Union prior to commencing work. All benefit packages will apply during the probationary period.

- 5.06 Any Employer who requires the loan of Employees, other than an emergency basis, for work encompassing the skills of the members of the Union shall be eligible to receive loaned Employees from another Employer provided that the Employer receives fifty percent (50%) of the required Employees from the Local Union's hiring list and fifty percent (50%) from the loaning Employer.

The Employee(s) on loan must immediately be placed on the Employer's payroll that is receiving the loaned Employee(s).

- 5.07 Within five (5) working days of being requested by an authorized Guild representative, the Local Union shall advise of the number of active members (both working and available to work) in the Local Union's jurisdiction.

5.08 Notwithstanding any other provision of this Article, for the period commencing January 1, 2013 ending May 1, 2013 or when the Minister of Labour appoints a Conciliation Officer in respect of negotiations concerning renewal of this Collective Agreement, whichever is later, the Employer shall hire members of the Local Union on projects within the territorial area of the Local Union for 100% of its manpower requirements and shall not have the right to recall former Employees, within thirty-five (35) days of their lay-off, without written consent of the Union during this period of time; moreover, the Employer may transfer members from one job to another within the territorial jurisdiction of the Local Union only with written notice to the Local Union. During this time period, Employers shall have no right to bring in members of a Local Union from outside the area where work is to be performed without the written consent of the Local Union having territorial jurisdiction in the area where the work is to be performed. During this period of time, if the Employers' requirements cannot be met within two (2) working days, the Employer shall have the right to obtain Employees from other Local Union hiring halls only.

5.09 Local 31 Specific

A Local 31 member may work in either the ICI or Residential Sector. A Local 31 member shall not transfer back and forth between sectors, except as provided for in Article 5.09(i) and (ii) below, or work in both sectors at the same time.

- i. In order to transfer from the ICI to the Residential sector or vice versa, such member must resign from his original sector and receive the written permission of Local 31 before he transfers and starts to work in the other sector.
- ii. Preference in employment opportunities for job sites in Area A will be given to those members who reside in Area A and preference in employment opportunities for job sites in Area B will be given to those members who reside in Area B.

■ ARTICLE 6 MANAGEMENT RIGHTS

6.01 The Union agrees and acknowledges that the Employer has the exclusive right to manage the business and to exercise such right without restrictions 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 work forces, provided that a claim for discriminatory promotion, demotion or transfer, or 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, location of equipment, quality standards, reasonable standards of production and/or performance.
- iii. To make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the Employees.

■ ARTICLE 7 SAFETY

7.01 It is mutually agreed by both the Employer and the Union that the Employer, Union and Employees shall comply with the *Occupational Health and Safety Act* and Regulations for Construction Projects as amended from time to time, and any health and safety policy and program put in place on the job site.

7.02 It is mutually agreed by both the Employer and the Union that the Employer, Union and Employees shall comply with the *Ontario Human Rights Code*.

7.03 Mandatory employees' safety training shall be the responsibility of the Employer and the Trade School will be utilized to provide training where available and practical.

Training shall include

- WHMIS;
- Scaffolds;
- First Aid;
- Back Care;
- Full Body Harness;
- Fall Arrest System; and
- High Lift Safety Systems

The employer shall pay all time spent in Health and Safety training at straight time.

The Employer is responsible for maintaining safety equipment provided by the Employer, but the employee shall not abuse, damage or destroy such equipment.

The Parties agree it is desirable that union members have the required current safety certificates and training prior to members being dispatched to the Employer and will work toward that goal in good faith. The Union is developing a database of safety training completed by each union member for the purpose of ensuring the member is up to date in safety training.

However, under no circumstances shall any employee be denied employment solely due to lacking the necessary safety training and certificates.

7.04 **Silica Exposure**

The Guild agrees to send a communication to contractors regarding the importance of abiding by the Occupational Health and Safety Act, 1997, generally working safely and attempting to minimize risks associated with silicosis or other respiratory diseases.

■ ARTICLE 8

APPRENTICES AND IMPROVERS

- 8.01 The Employer and the Union mutually agree that, in the best interests of the industry, apprentices shall be hired and properly trained.
- 8.02 Apprentices must be indentured to the Local Apprenticeship Committee (LAC) and be registered with the Ministry of Training Colleges and Universities.
- 8.03 For apprentices who commence training and are members of the Union prior to May 1, 2010, the minimum rate shall be:
- 50% of journeyman rate for the first term (one thousand four hundred (1400) hours)
 - 65% of journeyman rate for the second term (one thousand four hundred (1400) hours)
 - 80% of journeyman rate for the third term (one thousand four hundred (1400) hours)
 - 90% of journeyman rate for the fourth term (one thousand four hundred (1400) hours)

For apprentices who commence training and are members of the Union on or after May 1, 2010 and are members of Locals 4, 6, 7, 12, 25, 28 or 31, the minimum rate shall be:

- 50% of journeyman rate for the first term (1800 hours)
- 65% of journeyman rate for the second term (1800 hours)
- 80% of journeyman rate for the third term (1800 hours)
- 90% of journeyman rate for the fourth term (1800 hours)

Apprentices moving from fourth term to journeyman must pass the Red Seal Exam and be assessed by the Terrazzo, Tile and Marble Trade School Inc. or a qualified tradesperson in the branch of the trade being assessed.

An Apprentice who does not move from fourth term to journeyman shall continue to receive the rate of pay he

received as a fourth term apprentice (90% of the journeyperson rate).

- 8.04 The Parties agree to establish and maintain Local Apprenticeship Committees (LAC) consisting of equal representation from 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.
- 8.05 The Employers shall contribute all fringe benefits for apprentices and improvers for the terms of their apprenticeship over and above the basic wage in accordance with the Agreement in effect.
- 8.06 The Employer's participation in wages while the apprentice is attending trade school, shall be a minimum of thirty dollars (\$30.00) per week.
- 8.07 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.
- 8.08 The ratio of apprentices or improvers to be applicable to any one project shall not exceed two (2) Journeypersons employed to one (1) apprentice or improver: apprentices or improvers will be registered with the Union.
- 8.09 The minimum amount of hours an apprentice must work on the tools shall be as follows:
- 1st year apprentice 24 hours/week
 - 2nd year apprentice 28 hours/week
 - 3rd year apprentice 32 hours/week
 - 4th year apprentice Full Time

The apprentice may only do helpers work in excess of designated hours (if all the mechanic's work is 100% complete on that job site). The apprentice cannot be transferred

from one completed job site to another for the purposes of doing helpers work.

8.10 The Union and Employers agree to provide a well-trained and skilled workforce, and actively support and participate in the trade school training program.

8.11 During the apprenticeship period, apprentices must attend two courses at the trade school or training facility approved by the Employer and Employee bargaining agency.

By the end of the third year of apprenticeship, the apprentice must have attended both nine (9) week courses at the Trade School or an approved training facility, as mandated by the College of Trades.

At the end of the fourth year of apprenticeship, the apprentice must successfully write the Red Seal Exam and obtain a certificate of qualification.

Failure to do so will prevent advancement to journeypersons level.

For apprentices travelling outside of an area seventy-five (75) kilometers from the location of the Trade School, the Trade School will compensate the apprentice as below:

For those living between 75-150 km away \$100.00/wk

For those living between 150-250 km away \$200.00/wk

For those living between 250-400 km away \$300.00/wk

For those living more than 400 km away \$400.00/wk

Availability for the number of students per course will depend on space and acceptance by the Local Apprentice Committee (LAC).

■ **ARTICLE 9 HELPERS**

9.01 Helpers must be hired in accordance with Article 5 and shall be Employees who have been hired to perform Helpers' work, as set out in Appendix C.

9.02 Should helper members of the Local Union not be available as required the Employers shall have the right to hire Employees from other sources for a period of six (6) months providing the new helper Employee makes application to join the Local Union prior to commencing work. Helper Employees so hired shall be paid seventy five percent (75%) of the helper's rate, plus all contributions, deductions and vacation pay as outlined in Article 29. After such time the helper shall be paid the full rate as set out in Article 29.

9.03 Helpers who joined the Union and commenced work as helpers prior to May 1, 2010 and are named in Letter of Understanding #1 shall be called "Original Helpers".

Helpers who joined the Union and commenced work as helpers on or after May 1, 2010 shall be called "New Helpers".

Original Helpers will be paid a wage equal to the rate as at April 30, 2010 plus the increase negotiated for tile setters from time to time.

New Helpers will be paid a wage equal to 75% of journeyman tile setter rate.

Original Helpers shall not be laid off in preference of New Helpers and any Employer with Original Helpers in their employ as at May 1, 2010 shall not be permitted to hire New Helpers unless the Original Helper(s) is(are) hired first.

Terrazzo Grinder rates shall remain at the current rate for Terrazzo Helpers plus increases negotiated for Terrazzo Mechanics from time to time.

■ **ARTICLE 10** **OLDER MEMBERS**

10.01 Consideration for hiring of Union designated older members to be done on an equitable basis. The Union agrees that any member hired in this category shall be a fully qualified journeyman.

■ ARTICLE 11 HOLIDAYS AND OVERTIME

11.01 Work performed in excess of regular hours of work Monday to Friday shall be paid at the rate of one and one-half (1 1/2) times the minimum wage rate as defined in Article 29.01 during the first two (2) hours.

Double time of the minimum wage rate as defined in Article 29.01 shall be paid for work performed in excess of the first two (2) hours.

Work performed on Saturdays, Sundays and the following holidays: New Year's Day, Family Day, Good Friday, Victoria Day (or Birthday of the Reigning Sovereign), Canada Day, Civic Holiday (Local), Labour Day, Thanksgiving Day, Christmas Day, Boxing Day shall be paid at double time at the minimum wage rate as defined in Article 29.01.

Wherever all other Building Trades Locals in a particular area have Remembrance Day as a recognized holiday, by Collective Agreement, then for the purpose of this Agreement, Remembrance Day shall be recognized as a holiday and employees covered by this Agreement in that particular area shall receive the double time rate for work performed on Remembrance Day.

When a holiday named above falls on a Saturday or a Sunday then the following Monday or the next regular scheduled work day shall be taken as the holiday unless other building trades in affected areas are taking the Friday before thus making Monday impractical, should Canada Day fall on a Monday to Friday weekday, it shall be taken on the day on which it falls. In a holiday week when the Monday or Friday is deemed a holiday, the regular hours of work shall be thirty-two (32) hours for that week. Therefore, overtime rates shall apply after the thirty-two (32) hours.

■ **ARTICLE 12** **BUSINESS AGENT**

12.01 The Employer shall not prevent the Business Agent(s) of the Union from having access to the Employers projects. Upon arrival at the project, the Business Agent(s) shall advise the project office of his presence.

■ **ARTICLE 13** **JOB STEWARD**

13.01 No discrimination shall be shown against and Job Steward for carrying out his duties.

It is also agreed that the Union will advise the foreperson or the Employers representative of the appointment of a Job Steward.

It is further agreed that a Job Steward will be appointed on all jobs of the Employer by a representative of the Union, will be a certified journeyman, and he shall be one (1) of the last two (2) workers retained by the Employer, provided he is able to perform the remaining work.

The foreperson shall advise the representative of the Union before discharging a Job Steward.

If a Job Steward is appointed, he must be appointed from the on-the-job crew.

■ **ARTICLE 14** **LAY OFF NOTICE**

14.01 Four (4) hours notice or pay in lieu thereof shall be given whenever an Employee is laid off.

14.02 The Employer shall provide all final documentation and payment of wages to the home of an Employee who is laid off, dismissed or who voluntarily leaves employment by the next regular pay day.

The Employer shall provide a record of employment (ROE) in accordance with applicable legislative requirements.

- 14.03 Employees who do not receive their pay as defined above shall be entitled to receive an amount equal to the regular hourly rate of pay based on regular daily working hours until such time as the Employee receives their pay, except in cases beyond the control of the Employer.

■ **ARTICLE 15** **WORK BREAK**

- 15.01 It is agreed that Employees shall be given two (2) fifteen (15) minute breaks on each regular working, evening or night work, or designated shift with no loss of pay. The Employer or foreman/forewoman, shall exercise his/her 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 periods as defined.

Employees shall be given an additional fifteen (15) Minute break after two (2) hours of overtime.

Smoking breaks shall only be taken in permitted areas on the designated breaks, according to local by-laws.

■ **ARTICLE 16** **WORKING CONDITIONS**

- 16.01 Should an Employee receive an injury or become ill which causes the Employee 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.
- 16.02 When an Employee is injured on the jobsite and must leave the job for medical attention or when the doctor decides that the Employee is unable to return to the job because of the injury, or if instructed by the foreman/forewoman or superintendent to go home, the Employee shall be paid the regular wages and other benefits for the full day or designated shift. If in the opinion of the Employer another Employee is required to leave the jobsite with the injured or ill Employee, to assist in getting medical attention, that Employee shall be paid 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 Union office and the Employer shall be notified immediately of an accident to an Employee where loss of time is involved. Copies of the Workplace Safety and Insurance Board Report will be available to the injured Employee and Union upon request.

16.03 A five (5) minute clean-up time will be allowed at the end of each working day or shift.

16.04 On a jobsite where one or more Local Union Employees are employed and facilities are not provided for others, the Employer shall meet the provisions and requirements of the *Occupational Health and Safety Act* and Regulations for Construction Projects, Section 28 and 29 (R22).

16.05 **Inclement Weather**

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 at make-up 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.

The Employer shall notify the Union twenty-four (24) hours prior to implementing this Article.

■ **ARTICLE 17** **ALL EMPLOYEE BENEFIT PLANS**

17.01 It is agreed that contributions to a provincial, international or local employee benefit plan referred to in this Agreement and deductions in respect of 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, and require the Employer to make contributions to that plan upon written notice to the Employer, and so long as the total negotiated compensation package is not increased thereby.

- 17.02 It is further agreed that should the Union or any Local Union be desirous of implementing benefit trust plans, it shall be permitted to do so provided that such cost be taken from the Total Wage Package. All costs including any tax associated with the operating cost of a new plan shall be taken from the total negotiated wage package.
- 17.03 Employee Dues Deductions Plans shall also comply with Articles 17.01 and 17.02 above.
- 17.04 Where any fringe benefit is discontinued or the amount of the contribution is reduced the monetary amount shall remain as part of the Total Wage Package and be allocated as the Union directs.
- 17.05 All deductions and contributions as outlined in Article 29 shall be paid not later than the 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.
- 17.06 If the Employer does not have any members in its employ a nil report shall be filed by the Employer on a monthly form in accordance with Article 17.05 above.
- 17.07 All Fringe Benefit and Employee 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 18**

TRAVEL AND BOARD

18.01 Free Travel Zone

The Free Travel Zone for all Local Unions shall be the area within a thirty-five (35) kilometer radius of the City Hall of the City in which the Local Union is located.

In Local 4 - St. Catharines, the thirty-five (35) kilometer radius shall be taken from the Center of Allenburg.

In IU Local 7 - Ottawa, the thirty-five (35) kilometer radius shall be taken from the Chateau Laurier and the City Hall of Cornwall.

In Local 28 - Sudbury, the thirty-five (35) kilometer radius shall be taken from the Federal Building.

In Local 10 - Kingston, the thirty-five (35) kilometer radius shall be taken from the City Halls of Belleville, Brockville, Cornwall, Kingston and Peterborough.

18.02 When the Employees provide their own transportation beyond the boundary of the Free Travel Zone defined in Article 18.01 herein, they shall be paid travel allowance at the rate established by the Canada Revenue Agency.

18.03 Employees instructed to travel from one project to another during the regular working day shall be paid parking. Whenever there is work to be done for a maximum of two (2) days and paid parking is required for a vehicle and where there are no lockup facilities the Employer shall pay parking on a daily basis.

18.04 Upon submission of appropriate proof of payment, when working in Toronto:

- Effective the date of ratification, the Employee shall be paid up to a maximum of sixteen dollars (\$16.00) per day for parking expenses,
- Effective May 1, 2017, the Employee shall be paid up to a maximum of sixteen dollars and fifty cents (\$16.50) per day for parking expenses, and

- Effective May 1, 2018, the Employee shall be paid up to a maximum of seventeen dollars (\$17.00) per day for parking expenses.

Upon submission of appropriate proof of payment, when working in the rest of the Province:

- Effective the date of ratification, the Employee shall be paid up to a maximum of fourteen dollars (\$14.00) per day for parking expenses.

18.05 Upon submission of appropriate proof of travel, when an Employee travels from the Employer's premises to a job or from one job to another during the same work day, he shall be paid travel allowance and the Employer shall sign an Employee-completed Canada Revenue Agency Form T2200 Declaration of Conditions of Employment for such travel only.

18.06 Board Allowance for all Local Unions shall be as follows:

- Effective the date of ratification, one hundred five dollars (\$105.00) per day
- Effective May 1, 2017, one hundred ten dollars (\$110.00) per day
- Effective May 1, 2018, one hundred fifteen dollars (\$115.00) per day

Board allowance applies when Travel Allowance as calculated in Article 18.02 is equal to or greater than board allowance.

18.07 On projects where Board Allowance applies, and are 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.

Travel Allowance at the applicable rates as defined in Article 18.02 herein, shall be paid to and from the project from the Free Travel Zone boundary once per project in addition to the applicable Board Allowance.

18.08 On projects where 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 Board Allowance shall be paid on the basis of seven (7) days per week, providing that the Employee has worked the full regular work week scheduled in accordance with Article 25. Travel Expense at the applicable rates as defined in Article 18.02 herein, shall be paid to and from the project from the Free Travel Zone boundary once per project in addition to the applicable Board Allowance.

The Employer shall be required to pay travelling time, to the project and return upon completion of project, based on the applicable regular straight time hourly rate of the area in which the Employee resides and holds membership providing that the duration of the project is fifteen (15) days or more.

- 18.09 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 Article 18.02 herein, using the most practical direct route in addition to his regular hourly rate.
- 18.10 All Travel Allowance and Board Allowance shall be paid on the next regular pay day by cash or cheque and identified separately from wages.
- 18.11 When Employees are instructed to use public transportation to go to projects located more than two hundred and one (201) kilometres from the Free Travel Zone boundary of all Local Unions and return, the Employer shall pay the cost of all such transportation and meals. The Employer shall be required to pay travelling time based on the applicable regular straight time hourly rate of the area in which he resides and holds membership, to a maximum of eight (8) hours per 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.
- 18.12 Return public transportation costs shall be paid to an 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 - 644 kilometres one round trip every two (2) months
- 644 - 966 kilometres one round trip every four (4) months
- 966 kilometres and over one round trip every six (6) months and travelling time shall not apply.

18.13 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 Allowance and Travel Time may be withheld.

18.14 When camp conditions are of a necessity in lieu of the Board Allowance defined in Article 18.06 herein, it is agreed that such camp conditions shall be of first class accommodation and such accommodation conditions shall be established prior to the commencement of work.

18.15 In lieu of the Board Allowance defined in Article 18.06 herein, the Employer may provide room and board at the Employer's cost. Such room and board shall be first class and mutually agreed upon by the Union and the Employee.

■ **ARTICLE 19**

EMPLOYEE AND EMPLOYEE DEDUCTIONS AND CONTRIBUTIONS

19.01 Each Employer shall contribute an amount of eighty cents (\$0.80) per hour for each hour earned by each Employee covered by this Agreement of which sixty four cents (\$0.64) per hour shall be allocated to the Terrazzo, Tile & Marble Guild of Ontario, Inc., and fifteen cents (\$0.15) per hour to the Terrazzo, Tile & Marble Trade School Inc., and one cent (\$0.01) per hour to the Ontario Construction Secretariat.

19.02 Apart from contributions above each Employer agrees that each Employer shall deduct the amount of seventy cents (\$0.70) per hour for each hour earned of which one cent (\$0.01) per hour shall be allocated to the Ontario Construction Secretariat, twenty nine cents (\$0.29) per hour check-off to the BACU and twenty five cents (\$0.25)

per hour to the BACU Organizing Trust Fund. The Union may amend the Employee contributions upon thirty (30) days notice to the Guild. Employee training contributions in the amount of fifteen cents (\$0.15) per hour shall be allocated to the Terrazzo, Tile & Marble Trade School Inc.

19.03 Deductions and contributions shall be compiled monthly and the Employer shall forward the combined amounts together with an Employer Report Form, provided by the Union, to the designated place appearing on the Employer's Monthly Contribution Report Form to be received not later than the 15th of each month following the month for which such deductions and contributions were earned. Copies of the Employer's Report Form shall also be forwarded to the Local Joint Committee as established in 19.04. Employers must file a "Nil Report" for each month in which they may have no Employees.

19.04 There shall be three (3) 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 Guild. If the Union and the Guild cannot agree on the content of the form, the Union and the Guild may require separate forms to be submitted by the Employers. One copy of each form shall be forwarded to the Guild and one copy of each form shall be forwarded to the Union administrator.

The first form shall have all Local Unions' administered plans and Employer/Employee contributions such as Local Dues Check-off, SUB Plans, Local Training Funds, Dental and Welfare Plans and Local Pensions. These contributions shall be broken down individually on the forms and then totalled at the bottom with only one cheque written to the Locals or designate.

The second form shall include all the Provincial benefit plans and Employer/Employee contributions such as Provincial or National Check-off, Employee Contributions to the TTMTS, Organizing Fund, IPF Top-up and Pensions. These contributions shall be broken down individually on the forms and then

totalled at the bottom with only one cheque written to the BACU or designate. A copy of the Provincial Form shall be sent to each Local or designate.

The third form shall include all Industry and Training funds including Employer/Employee contributions to the Guild's Industry Fund and Employer Contributions to the TTMTS. These contributions shall be broken down individually on the forms and then totalled at the bottom with only one cheque written to the Guild. A copy of this form shall be sent to the BACU or designate.

■ **ARTICLE 20**

DELINQUENT REMITTANCES AND PENALTIES

20.01 When remittances in accordance with Articles 17 and 19 are over ten (10) days in arrears, the Employer shall pay to the Trustees and/or to the Guild in the case of Employer Industry and Training 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 five (5) days of being given written notice.

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 Guild in the case of Employer Industry and Training Funds, to deposit with the Trustees or the Guild as the case may be, a cash deposit, irrevocable letter of credit of credit or equivalent acceptable security to a maximum of fifty thousand dollars (\$50,000).

20.02 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 Labour Relations Act, 1995, and the Employer shall not

institute or commence any applications, actions or proceedings of any nature whatsoever under the Labour Relations Act, 1995, 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.

20.03 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 Guild have just cause to believe that an Employer has not made proper or any contributions and reports in relation to the Benefit Plan or has not made proper or any contributions and reports with respect to Industry or Training Funds, the Employer shall produce complete employment and payroll records, job costing allocations, T5018 forms, contracts, subcontracts and other supporting documentation as reasonably required to permit review of these records by a chartered accountant appointed by the Trustees, the Union or Guild, 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 or Training Funds as set out in Article 29 of the Agreement; the Trustees of any such trust fund, the Union or the Guild, may require such Employer to pay the cost of review where the Trustees, the Union or the Guild, 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.

20.04 All payments of hours of work (gross), deductions and contributions by Employers for grievances of late or delinquent contributions must be accompanied by the Employer Contribution Report Form with supporting information and the remittance forwarded to the administrator, Guild, Union, the Local and Trust Funds as per Articles 19 and 29.

- 20.05 The Trustees or BACU can require any new contractor or contractor who was either an owner or principal in a company that went out of business or bankrupt owing monies to the Funds or BACU, to deposit with the Trustees a cash deposit, irrevocable letter of credit or equivalent acceptable security to a maximum of twenty-five thousand dollars (\$25,000.00).
- 20.06 Notwithstanding any other provision of this Agreement, the Union shall have the right to remove its members from the jobsite of the Employer if the Employer fails to make its required health and welfare, pension, wages and vacation pay in full. The Employees shall not return to work until such time as the Employer remits all outstanding contributions to the fund.
- 20.07 The Union shall notify the Employer and the Guild five (5) working days prior to the removal of the Employee(s).

■ ARTICLE 21 SHIFT WORK

- 21.01 When it is necessary to work two (2) or three (3) shifts daily on any particular job no Employee except the working foreman/forewoman shall be permitted to work on more than one (1) shift in any twenty-four (24) hours.
- 21.02 When a shift schedule is worked, the hours of work and the hourly rate of pay shall be;
- Day Shift** - 8:00 a.m. to 4:00 p.m. - at regular straight time rate - including a half (1/2) hour Lunch Period.
- Second Shift** - 4:00 p.m. to 12 Midnight - seventy-five (75) cent premium over the hourly straight time rate - including a half (1/2) hour Lunch Period.
- Third Shift** - 12 Midnight to 8:00 a.m. - one (1) dollar premium over the hourly straight time rate - including the half (1/2) hour Lunch Period.
- 21.03 When a shift schedule is worked between 8:00 a.m. on Saturdays, Sundays, Holidays to 8:00 a.m. on Monday or 8:00

a.m. Tuesday following a Monday holiday, it shall be paid for at double the hourly time as defined in Article 29.01.

■ **ARTICLE 22**
**JURISDICTION – MARBLE, TILE, TERRAZZO,
MECHANICS, CEMENT MASONRY, RESILIENT
FLOOR LAYERS AND HELPERS**

22.01 See Appendix C attached hereto.

■ **ARTICLE 23**
PAYMENT OF WAGES

23.01 Timesheets for members are mandatory.

An Employee shall submit his timesheet to his Employer prior to the end of the business day on the Monday following the workweek for which the timesheet applies. A timesheet may be submitted by telephone, email or fax followed by a copy signed by the Employee due upon receipt of his paycheque.

An Employer shall not be required to pay wages to an Employee until a timesheet has been submitted in accordance with this Article.

23.02 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 instrument in a sealed envelope such that confidentiality shall be maintained. Time books to be closed weekly and the Thursday payday must be within four (4) working days of the closing time of the books.

23.03 By mutual agreement of the Employee and Employer, electronic banking may be used providing that the deposit is in the Employee's account by 5:00 p.m. on the Thursday pay day. The Employer shall inform the Union with the names of the Employees agreeing to electronic banking.

23.04 Accompanying the pay, the Employer shall provide a statement for each Employee showing the company name, the

Employee's name, the dates of the pay period, the number of hours worked, the rate per hour, the gross pay, travelling expenses, vacation pay, board allowance, income tax deductions, unemployment deductions, Canada Pension Plan deductions, and any other miscellaneous deductions or contributions, and net pay.

23.05 Any Employee failing to receive their regular pay on the regular payday shall give notice to the Employer or representative. If the Employer does not make payment of wages before twelve (12:00) 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/her wages to the Employee for each day the delinquency continues.

■ **ARTICLE 24** **REPORTING TIME**

24.01 When an Employee reports for work at the Employer's shop or job, at the request of the Employer and is told he is not required, he shall be paid a minimum of three (3) hours wages plus travel expenses and/or board allowance when applicable.

■ **ARTICLE 25** **HOURS OF WORK**

25.01 The regular working day shall consist of eight (8) hours work schedule between 8:00 a.m. and 4:30 p.m. with not less than one-half (1/2) hour for lunch.

Five (5) consecutive working days shall constitute the regular working week beginning on Monday and ending on Friday of each week.

25.02 However, such hours of work may be altered by agreement of the Employer and Employees. The Union shall be advised of an agreement of the Employer and Employees to alter the hours of work.

25.03 When work cannot be done during the regular work day, such work may be done as evening or night work, and the

Employees shall be paid one (1) hour premium over the hours worked.

25.04 Maintenance work that must be performed on weekends shall be paid at one and one half (1-1/2) times the hourly rate.

■ **ARTICLE 26**

EMPLOYERS WORKING

26.01 It is contrary to the sound business principles and the spirit of this Agreement for Employers to work with the tools, thus depriving workers of employment.

26.02 It is understood and agreed that no member of the Union will work on a project covered by this Agreement where an Employer or a member of the firm, is working with the tools on any project. No Employer shall be allowed to work with the tools on any project.

26.03 The Parties agree that this clause shall be enforced by the Union without exception. In circumstances where an Employer is found to have violated this Article for the first time, damages shall be limited to the wage package lost by Union members. Subsequent violations of this Article shall result in deterrent damages in addition to the wage package lost by the Union members. The Parties agree that the deterrent damage amount shall be ten thousand dollars (\$10,000.00) per working partner. The Union must forward this information to the Guild within twenty-four (24) hours of having received the information. This penalty is to be shared, less applicable fees and costs, equally to the Union and to the Guild's Promotion fund.

26.04 The Union will inform the Guild of these actions. As well, the Guild will inform the Union by letter when it is aware of any occurrences and the Union will confirm to the Guild by registered mail that action has been taken within seven (7) days of the notification being sent.

26.05 An Employer shall inform the Local Union of the location and start date of all new projects over fifty thousand dollars (\$50,000.00) prior to commencing work.

Employers must report to the Local Union all Employees that are required to work on Saturdays and/or Holidays along with the job location. The reporting may occur by telephoning, emailing or faxing the Local Union hall.

In circumstances where an Employer violates this Article, there shall be a warning for the first offence. On the second offence, there shall be deterrent damages in the amount of five hundred dollars (\$500.00). For each additional offence, there shall be deterrent damages in the amount of one thousand dollars (\$1000.00) for each offence.

The deterrent damages are to be shared, less applicable fees and costs, equally between the Union and the Guild's Promotion fund.

■ **ARTICLE 27** **MAINTENANCE OF TOOLS**

- 27.01 The Employer agrees to maintain and keep all chisels in a sharp and workable condition.
- 27.02 The Employer agrees to supply cutting wheels for the tile-setters cutting machine.
- 27.03 The Employers agree that mechanics will be compensated for tools and clothes lost by fire or theft from a securely locked shelter or lock-up box, on claims submitted in writing with substantial evidence, within three (3) working days.
- 27.04 The following equipment is a part of the Employer's equipment and must be furnished by the Employer: mortar boxes, mortar boards, straight edges, tubs, hoes, buckets, polishing rags, steel wool and power tools, power mixing drill must be on every job where bonding materials are to mixed, also bits, plaster bowls and sponges, any tile cutter above sixteen (16) inches, lock-up box or security area all when required.
- 27.05 The Employer shall be responsible for throwaway clothes for the worker on a daily basis when they are working with epoxy chemicals. The Employer must furnish the jour-

neyperson/apprentice installing any epoxy applications with tools to do the job required. The Employer shall provide a boot allowance of One Hundred Dollars (\$100.00) every six months when work is being done with epoxy chemicals.

- 27.06 The Employer shall designate adequate tables and seating facilities on all jobsites where six (6) or more Employees are employed by this Agreement for lunch/break time.

■ **ARTICLE 28**

TERMS OF EMPLOYMENT

- 28.01 Employees covered by this Agreement shall only provide services on an hourly rated basis. The Employer shall not employ any marble masons, tilersettlers or terrazzo workers on a piece work basis or demand any given amount of work for a lump sum, or demand a certain amount of work to be done in a given time, and without limiting the generality of the foregoing, there shall be no limitations as to the amount of work any Employee may be required to perform.

The Parties agree that this clause shall be enforced by the Union without exception. In circumstances where an Employee is found to have violated this Article he shall be fined five hundred dollars (\$500.00) in deterrent damages by the Union.

In circumstances where an Employer is found to have violated this Article, the Employer shall be responsible for the payment of deterrent damages in the amount of one thousand dollars (\$1000.00) per Employee in violation.

The Union will inform the Guild of these actions. As well, the Guild will inform the Union by letter when it is aware of any occurrences and the Union will confirm to the Guild by registered mail that action has been taken within seven (7) days of the notification being sent. This penalty is to be shared, less applicable fees and costs, equally to the Union and to the Guild's Promotion fund.

- 28.02 When four (4) or more journeypersons are working on a single job, a foreman/forewoman shall be appointed and

shall be a qualified journeyperson in good standing with the Union and will be under the direction of the Employer.

28.03 Only one (1) working foreman/forewoman for each classification may be transferred between Local Union areas.

■ **ARTICLE 29**

WAGES, DEDUCTIONS, CONTRIBUTIONS AND VACATION PAY TRUST FUNDS

29.01 The total wage packing in Article 29.01 of the Collective Agreement is increased as follows:

Local 31:

- Effective upon ratification – eighty cents (80¢)
- Effective May 1, 2017 – eighty-five cents (85¢)
- Effective May 1, 2018 – eighty-five cents (85¢)

Remainder of Ontario:

- Effective upon ratification – seventy-five cents (75¢)
- Effective May 1, 2017 – seventy-five cents (75¢)
- Effective May 1, 2018 – seventy-five cents (75¢)

Current wage schedules can be accessed on-line at:

www.bacu.ca/wage-schedule-tile

29.02 Local Union schedules shall be provided by the Local Union provided no schedule shall be above the total wage package negotiated. Otherwise Local Unions have full autonomy to direct their contributions to any fund of their choosing.

29.03 In this Article, the reference to “BACU Deduct” means Provincial working dues and the reference to “BACU Per Capita” means Provincial monthly per capita dues and the reference to “Org Fund” means “The Ontario Brick and Tile Organizing Trust” and the reference to “Pension” except local pensions means “The Canadian Bricklayers and Allied Craft Union Members Pension Trust (CMPT)” Canada Revenue Agency Registration Number T/F 1063478.

- 29.04 A foreman shall be paid a premium of ten percent (10%) above the journey person rate for all hours worked.
- 29.05 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.
- 29.06 **Locals 6 and 31** - Vacation pay shall be deducted weekly and remitted monthly to the local's Vacation Pay Trust Funds. 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.
- 29.07 Stackwork and Silos - For work on a stack and silos requiring a cement mason to work on a scaffold twenty-five (25') feet or more above the working platform, there shall be a premium of fifty cents (50¢) per paid hour above the basic rate starting at the twenty-five (25') foot level.
- 29.08 Height Premium - Workers required to work at heights of fifty feet (50') and above will be paid an additional two dollars (\$2.00) over the regular hourly rate (scaffolding, swing stages, mechanical lifts, etc.). This applies to all indoor and outdoor installations.

■ **ARTICLE 30**

PENSION FUND

- 30.01 The Employers agree to forward to the CMPT administrator employer contributions at the hourly rate set out in Article 29 to the CMPT for each person performing work under this Agreement by the fifteenth (15th) of the month following the month in which contributions are earned and in accordance with Article 17, and to abide by the Agreement and Declaration of Trust of the Canadian Bricklayer and Allied Craft Unions Members Pension Trust (CMPT) Canada Revenue Agency Registration Number T/F 1063478 and by the decisions of the Board of Trustees established there under.

- 30.02 The BACU may establish a new trust fund to be administered by the BACU only to compensate those members who are retired but not members of the CMPT for any loss which may result from the wind up or transfer of IPF Canada. The amount of the check-off shall be determined by an actuary and by the level of Local Union benefits from IPF-Canada.
- 30.03 Local 6 - Local Pension contributions for Local 6 members shall be forwarded to the Local 6 Pension Trust Fund.

■ **ARTICLE 31**

BILL 69

- 32.01 In consideration of the mutually arrived at terms and conditions, including the job targeting provisions, of this Agreement, the Guild agrees and acknowledges that the Parties have specifically addressed the competitiveness of this Agreement and in particular with respect to wages, including overtime pay and shift differentials, restrictions on hiring or selecting any Employees, accommodation and travel allowances, requirements respecting the ratio of apprentices to journeypersons employed by an Employer and hours of work and work schedules. The Guild confirms that this Agreement does not render any Employers who are bound by it at a competitive disadvantage with respect to any kind of work, market or location to which this Agreement is applicable and confirms that it would be patently unreasonable to remove any purported competitive disadvantage by amending this Agreement in any way unless there is consent to amendments by both Parties.

■ **ARTICLE 32**

GENERAL

- 32.02 Use of personal electronic devices, including but not limited to cell phones, pagers and music players are not permitted during working hours on any project.

Signed at Toronto this 15th day of June, 2016.

**For the Terrazzo, Tile &
Marble Guild Of Ontario, Inc.
as the administrative
representative for individual
employers listed in
Appendix A**

David St. Louis

**For the Brick and Allied Craft
Union of Canada and its
Locals 4, 5, 10, 12, 23, 25,
28 and 31**

Jack Barbosa

Brian Pringle

John Smith

Kerry Wilson

**■ APPENDIX A
LIST OF INDIVIDUAL EMPLOYERS WHO ARE
SIGNATORY TO THIS AGREEMENT THROUGH
THEIR ADMINISTRATIVE REPRESENTATIVE
THE TERRAZZO, TILE & MARBLE GUILD
OF ONTARIO, INC.**

Acapulco Pools Limited/Gall Construction of America

A.T.M. Tile Inc.

Ashby Contracting Ltd.

Bernardo Group Ltd.

Bertoia Tiles (1023853 Ontario Ltd.)

Calligaro Tile Co. Ltd.

Carrier Mausoleum Construction Inc.

Castlewall Marble and Tile Inc.

Centa Construction Ltd.

Centis Tile & Terrazzo Inc.

Central Terrazzo & Tile Co. (1211268 Ontario Ltd.)

Classic Marble, Granite & Tile (8851213 Ontario Ltd.)

Clifford Interiors Ltd.

Contact Masonry Ltd.

DC Granite & Marble Inc.

Delso Contracting & Enterprises Inc.

DM City Tile Inc.

East Tile Inc.

Eastern Ontario Terrazzo & Tile Co. Ltd.

ElaRoc Stone Inc.

Empire Stone Inc.

Empire Tile and Marble Ltd.

ET Marble & Tile Ltd.

Eurotiling & Interiors Ltd.

Fabbri Tile & Carpet Inc.

Floor Starss 1809742 Ontario Inc.

Folino Cement & Tile Co Limited

Franklin Terrazzo Co. Inc.

FT Tiles Company Ltd.

Gallopeni Custom Flooring Ltd.

GEM Campbell Terrazzo & Tile Inc.

Genesis Stone Group LTD.

Gladiator Ceramic
GM Tile Ltd.
Green Land Construction Co.
Ground Floor Industries Inc
Guest Tile Inc.
Heritage Tiling Inc.
Horsfall Concrete Ltd.
I & S Custom Flooring Inc.
I & S Renovations
Imperial Concrete & Construction Co.
Jadcon Flooring Ltd.
Lambton Tile One
Lancia Tile Limited/Alga Tile Limited/Alga Holdings Inc./Lancia
Tile Marble & Granite Inc.
Lilac Flooring Contractors Inc.
Limen Group Ltd.
Maple Terrazzo, Marble and Tile Inc.
Moscone Marble & Granite
Moscone Tile Ltd.
New Age Tile
North Wood Carpet & Tile Company Ltd.
North-tech Ceramic Tile
Oscar Construction Company Limited
Premier Contractors Ltd.
Reliant Developments Ltd.
Richmond Tile Ltd.
Rock Solid Marble and Granite (1460767 Ontario Ltd.)
Spada Tile Inc.
Star Tile Centre Ltd.
Stradwick's (464265 Ontario Ltd.)
Tadek Ceramic Tile
Terrazzo, Mosaic & Tile Co. Ltd.
The Belluz Group Ltd.
The Tile Guys Inc.
Toronto Tile & Granite Ltd.
Tosca Tile Ltd.
Urban Solutions
Village Marble & Tile Inc.
York Marble Tile & Terrazzo Inc.

■ **APPENDIX B**

TERRITORIAL JURISDICTION OF THE LOCAL UNIONS

Local 1 – HAMILTON - BRICKLAYERS AND MASONS

The County of Wentworth.

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

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

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

Local 2 – TORONTO - BRICKLAYERS AND MASONS

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

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

The Counties of Ontario, Peel, York, and Simcoe. Durham County 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 1 – NIAGARA - BRICKLAYERS, MASONS, PLASTERERS, CEMENT MASONS, TILE, 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, TERRAZZO AND HELPERS**

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 - BRICKLAYERS, MASONS, MARBLE,
TILE, TERRAZZO AND HELPERS**

The Counties of Essex and Kent

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

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, TERRAZZO
AND HELPERS**

The Counties of Lennox, Addington, Leeds, Frontenac, Grenville, Hastings, and Prince Edward. It is agreed that Contractors employing Local 10 Marble, Tile and Terrazzo members may work in the Cornwall area under Local 10 Appendix.

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

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

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

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

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

County of Lambton

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

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, CEMENT MASONS AND HELPERS**

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.

PLASTERERS

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.

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.

Local 2 – BARRIE

The area covered by the Agreement shall be the Townships of Nottawasaga, Sunnidale, Flos, Vespra, Tosorontio, Essa, Oro, Innisfil, Adjala, Tecumseth, West Gwillimbury in the County of Simcoe and the Township of Mulmur in the County of Dufferin, including Orillia, Gravenhurst, Bracebridge, Huntsville, Burks Falls, Beaverton and surrounding territories and the Townships of Tiny and Tay in the County of Simcoe.

Local 1 – NIAGARA

Townships of Grantham, Louth, Clinton, Gainsborough in the County of Lincoln. All territory lying North of No. 20 Highway in the Townships of Pelham and Thorold in the County of Welland. Township Niagara in the County of Lincoln. Townships of Stamford, Willoughby, Bertie in the County of Welland. Townships Humberstone, Wainfleet, Crowland and all territory

lying South of Highway No. 20 in Pelham and Thorold in the County of Welland. County of Welland. Townships of Moulton and Dunn in Haldimand County.

Local 10 – KINGSTON

The Counties of Lennox and Addington, except the Township of Richmond, the County of Frontenac, the Township of Leeds in the County of Leeds, the Township of Front of Escott, Front of Yonge and Elizabethtown in the County of Leeds and the Township of Augusta in the County of Grenville. The City of Peterborough and the Town of Lindsay and the Counties in which the said City and Town are situated. The Township of Cavan and Hope in Durham County and the County of Haliburton and the Townships of Alnwick, Hamilton, Haldimand in the County of Northumberland. The Counties of Stormont, Dundas and Glengarry and the Township of Edwardsburgh in the County of Grenville.

Local 12 – KITCHENER

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

Local 2 – OSHAWA

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

PLASTERERS AND TAPERS

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 and Tapers means those Plasterers and Tapers now and who hereafter become members of a Local Union under the name and style of a Local Union.

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

Local 10 – KINGSTON

The Counties of Lennox and Addington, except the Township of Richmond, the County of Frontenac, the Township of Leeds in the County of Leeds, the Township of Front of Escott, Front of Yonge and Elizabethtown in the County of Leeds and the Township of Augusta in the County of Grenville. The City of Peterborough and the Town of Lindsay and the Counties in which the said City and Town are situated. The Township of Cavan and Hope in Durham County of the County of Haliburton and the Townships of Alnwick, Hamilton, Haldimand in the County of Northumberland. The Counties of Stormont, Dundas and Glengarry and the Township of Edwardsburgh in the County of Grenville.

CEMENT MASONS

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 Cement Masons, means those Cement Masons now and who hereafter become members of a Local Union under the name and style of a Local Union .

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

Local 1 – NIAGARA

Townships of Grantham, Louth, Clinton, Gainsborough in the County of Lincoln. All territory lying North of No. 20 Highway in the Townships of Pelham and Thorold in the County of Welland. Township Niagara in the County of Lincoln. Townships Stamford, Willoughby, Bertie in the County of Welland. Townships Humberstone, Wainfleet, Crowland and all territory lying South of Highway No. 20 in Pelham and Thorold in the County of Welland. County of Welland. Townships of Moulton and Dunn in Haldimand County.

Local 10 – KINGSTON

The Counties of Lennox and Addington, except the Township of Richmond, the County of Frontenac, the Township of Leeds in the County of Leeds, the Township of Front of Escott, Front of Yonge and Elizabethtown in the County of Leeds and the Township of Augusta in the County of Grenville. The City of Peterborough and the Town of Lindsay and the Counties in which the said City and Town are situated. The Township of Cavan and Hope in Durham County and the County of Haliburton and the Townships of Alnwick, Hamilton, Haldimand in the County of Northumberland. The Counties of Stormont, Dundas and Glengarry and the Township of Edwardsburgh in the County of Grenville.

Local 2 – OSHAWA

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

Local 28 – SUDBURY

Districts of Sudbury, Parry Sound, Nippissing, 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.

RESILIENT TILE LAYERS

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 Resilient Tile Layers”, means those Resilient Tile Layers now and who hereafter become members of Local 10 Kingston, Local 12 Kitchener, Local 23 Sarnia, Local 28 Sudbury of the Union.

It is further agreed regarding Resilient Tile Layers, that all conditions defined in this Agreement shall apply to only the Geographical Areas of Local Unions as hereinafter defined.

Local 10 – KINGSTON

The Counties of Lennox and Addington, except the Township of Richmond, the County of Frontenac, the Township of Leeds in the County of Leeds, the Township of Front of Escott, Front of Yonge and Elizabethtown in the County of Leeds and the Township of Augusta in the County of Grenville. The City of Peterborough and the Town of Lindsay and the Counties in which the said City and Town are situated. The Township of Cavan and Hope in Durham County and the County of Haliburton and the Townships of Alnwick, Hamilton, Haldimand in the County of Northumberland. The Counties of Stormont, Dundas and Glengarry and the Township of Edwardsburgh in the County of Grenville.

Local 12 – KITCHENER

The County of Waterloo and the Townships of Elma, Mornington, Wallace in the County of Perth, Townships of 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 23 – SARNIA

County of Lambton.

Local 28 – SUDBURY

Districts of Sudbury, Parry Sound, Nippising, Temiskaming, Cochrane and Kapuskasing and in addition to the above Territory, for Marble, Tile and Terrazzo, Cement Masons, Resilient Floor Layers and Helpers the Districts of Algoma and Manitoulin Island.

■ APPENDIX C JURISDICTION

Terazzo

Marble, Mosaic, Venetian Enamel and Terrazzo, cutting and assembling of Mosaic, the casting of all Terrazzo on jobs.

All bedding above concrete floors, or walls for the preparation, cutting, laying or setting of metal, composition of wooden strips and grounds and the laying and cutting of metal strips, laths, or other reinforcements, where used in Mosaic and Terrazzo work, shall be the work of the Mosaic and Terrazzo Workers.

All Cement Terrazzo, Magnesite Terrazzo, Dex-O-Tex Terrazzo, Epoxy Matrix Terrazzo, Exposed Aggregates, Rustic or Rough washed for exterior or interior of buildings placed by either machine or by hand, and any other kind of mixtures of Plastics composed of chips or granules of marble, granite, blue stone, enamel, mother of pearl, quartz, ceramic coloured quartz and all other kinds of chips or granules when mixed with cement, rubber neoprene, vinyl, magnesium chloride or any other resinous or chemical substances, used for seamless flooring systems, and all other binding materials when used on walls, floors, ceilings, stairs, saddles or any other part of the interior or exterior of the building and also other work not considered a part of the building such as fountains, swimming pools, etc. Also all other substitutes that may take the place of Terrazzo work, shall be the work of the Terrazzo Mechanics, and shall have the right to use all tools which are necessary in the performance of their work.

Cutting and assembling of art ceramic and glass mosaic comes under the jurisdiction of the Mosaic Worker and the setting of the same shall be done by the Tile Layers.

Cement Masons

The operation and control of all types of vacuum mats used in the drying of cement floors in preparing same for finish, the operation of power-driven floats and trowelling machines is the work of the Cement Masons. The finishing or washing of all concrete construction including silos, elevators, and smoke stacks, using any colour pigment when mixed with cement, whether done by brush, broom, trowel, float or any other process including the operation of machines for scoring floors, saw cutting, or for any other purposes used in connection with the Cement Masons Trade. The rodding or screeding and tamping of all concrete floors, sidewalks, curbs, gutters, etc. and the finishing of sills, coping, steps,

stairs, risers. All preparatory work on concrete construction to be finished or rubbed, such as cutting of nails, wires, wall ties, etc., patching, brushing, chipping and bush-hammering, rubbing or grinding if done by machine or carborundum stone of all concrete construction. The pointing and patching around all steel or metal window frames that touch concrete. All dry packing, grouting and finishing in connection with the setting of all machinery such as engines, pumps, generators, air compressors, tanks, etc., that are set on concrete foundations including the finishing, rubbing, grouting, pointing and patching of same.

Tile Layers

The laying, cutting and setting of all tile where used for floors, walls, ceilings, walks, promenades, roofs, stairs, treads, stair risers, facing hearths, fireplaces and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also prepare and set all concrete, cement, brickwork, or other foundation or materials that may be required to properly set and complete such work, the setting or bedding of all tiling, stone, marble composition, glass mosaic or other materials forming the facing, hearth or fireplace of a mantel complete, together with the setting of all cement, brickwork, or other materials required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description and the erection and installation of same. The building, shaping, forming, construction or repairing of all fireplaces, whether in connection with a mantel, hearth facing or not and the setting and preparing of all materials such as cement, plaster, mortar, brickwork, ironwork, or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble, or stone, shall be conceded to Bricklayers, Marble Setters, or Stonemasons work respectively. Where tile is set with a bonding material, and the walls, floors and ceilings are floated with cement mortar, both floating and tile setting shall be done by Tile Setters.

It will be understood that the word "Tile", refers to all burned clay products as used in the Tile Industry, either glazed or unglazed, and to all composition materials and all quarry tile, also mixture in tile form of cement, plastic and metals that are made for and intended for use as a finished floor surface, whether upon the interior or exterior floors, stairs, treads, promenades, roofs, garden walks, interior walls, ceilings, swimming pools and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting of all accessories when built in walls or for decorative inserts on other materials. The Foreperson over any tile work shall be a Tile Layer and at no time shall any other than a bona fide Tile Setter act as Foreperson on Tile work.

Resilient Floor Layers

This Agreement shall cover work such as the preparation of sub-surfaces to receive - preparation of layment of resilient surfaces to receive - the laying of plywood as underlayment to receive - the fitting of all devices, metal or otherwise, drilling of holes, etc. to receive - the complete installation of the following materials on interior or exterior surfaces, floors, walls, roofs, ceilings, counters, stairs, base, draperies and blinds. Resilient floor covering or surfacing such as asphalt, carpet, cork mastic, linoleum, plastic, rubber vinyl, in tile casting or sheet form, draperies and blinds of metal, natural or synthetic fabric or other synthetic materials. The laying of hardwood floors including the laying of sleepers, sub-floors, sanding, finishing, sealing, metal thresholds, metal or wooden base, parquet, iron bound, perma cushion and all operations necessary for the complete installation of hardwood flooring.

Marble Masonry

Marble Masons jurisdiction claims shall consist of the carving, cutting and setting of all marble, slate, including slate blackboards, stone, albereen, vitrolite, carrara, sanionyx and similar opaque glass, scagliola, marblethic and all artificial imitation or cast of whatever thickness or dimension. This shall apply to all interior work such as sanitary, decorative and other purposes inside of buildings of every description wherever required,

including all polish honed or sand finish; also the cutting and fitting of above materials after same leave mills, or shop, as well as all accessories in connection with such work, and the laying of all marble tile, slate tile and terrazzo work. Forepersons over any marble masonry shall be Marble Setters, and at no time shall anyone other than a bonafide Marble Setter act as Foreperson on all Marble Masonry.

Helpers

Marble Setters Helpers shall do all utility work such as loading and unloading trucks, operating of cranes and derricks, rigging for heavy work and such other work as is required in helping a Marble Setter and the handling of all materials used by a Marble Setter after being delivered on the job; also the pointing, grouting, caulking, cleaning and waxing of all marble, vitrolite or any other material after same has been set by a Marble Setter.

Tile Setters Helpers shall handle all sand, cement, lime, tile and any other material that may be used by the Tile Setter and such other work as is required in helping a Tile Setter. He shall mix all mortar, do caulking, all cleaning (by whatever method, including steam), washing and grouting of all tile by whatever method installed by the Tile Setter of whatever composition and dimension.

Terrazzo Workers Helpers shall handle all materials such as sand, cement, lime terrazzo, mosaic and any other material that may be used by the Marble, Mosaic and Terrazzo Workers after being delivered at the jobsite, bare wainscoting when run on the buildings by hand, or machine; prepare, mix by hand or machine and distribute of all kinds of concrete foundation necessary and scratch coats used for terrazzo and mosaic work, or substitutes therefore or any composition used for that purpose; also the helping with the sand bed, tar paper and wire mesh, the rubbing, sanding, grinding, the grouting, cleaning and finishing same at the building either by hand or machine, including the grinding of concrete and all and any other work performed by the above classifications shall be performed by the Employees covered by this Collective Agreement.

■ APPENDIX D MONTHLY DUES SCHEDULE

Local Union Monthly Dues (Remitted on Local Union Form)

Local 1	\$25.00 per month
Local 5	\$30.00 per month
IU Local 6	\$25.00 per month
IU Local 7	\$34.00 per month
Local 10	\$30.00 per month
Local 12	\$25.00 per month
Local 23	\$35.00 per month
Local 25	\$34.00 per month
Local 28	\$22.00 per month

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

■ APPENDIX E AUDIT BY TRUSTEES

With just cause, the Trustees of designated trust funds may appoint a chartered accountant to enter upon the Employer's premises where all financial and payroll records are kept during regular business hours to perform an audit of the Employer's contributions and/or deductions to the required benefit plans or funds for a period not to exceed twenty-four (24) months before the date the audit takes place. This procedure does not prejudice any action currently being taken by Boards of Trustees. Where the Trustees appoint an auditor the cost of the auditor shall be borne by the appropriate funds or plans.

Any Employee(s) found in violation with the Provincial Agreement shall be dealt with in accordance with the Local Union's Constitution.

This Article may be adapted by Locals applying to, and with approval from, the Joint Conference board.

■ APPENDIX F BENEFIT PLANS

The Union shall list all Benefit Plans, including all Locals Administrator information and contact information.

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

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

Global Benefit Plan Consultants
88 St. Regis Crescent South
Toronto, Ontario M3J 1Y8

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

Local 2 Toronto	Global Benefit Plan Consultants 88 St. Regis Crescent South Toronto, Ontario M3J 1Y8
Local 1 Niagara	" "
Local 5 London	" "
Local 10 Kingston	" "
Local 12 Kitchener	" "
Local 20 Oshawa	" "
Local 23 Sarnia	" "
Local 31 Toronto	" "
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	John Sehovic 316 Korah Road Sault Ste. Marie, Ontario P6C 4H1 (705) 949-2642
IU Local 6 Windsor	Michele Gagliano 3454 Sandwich St Windsor, Ontario N9C 1B3 (519) 256-3070
IU Local 7 Ottawa	Lee-Power Assoc. Inc. 616 Cooper Street Ottawa, Ontario K1R 5J7 (613) 236-9007

■ APPENDIX G NO INFERIOR AGREEMENT

The Union shall provide to the Guild a complete list of Employers who have executed ICI collective agreements with the BACU as well as copy of all independent ICI Collective Agreements.

The BACU agrees that from the date of execution of the BACU-Guild Collective Agreement:

1. The BACU will not sign any ICI Collective Agreement that does not provide for payment to the Guild in the same amounts as agreed to in the BACU-Guild Collective Agreement;
2. The BACU will not enter into an ICI Collective Agreement with an Employer that is more favourable to that Employer than the BACU-Guild Collective Agreement;
3. The BACU will use its best efforts to seek authorization for the Guild to bargain on behalf of the Employer in the 2016-2019 ICI 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-Guild Collective Agreement, the more favourable provision shall be substituted into the BACU-Guild and OPC-Guild Collective Agreements.

■ LETTER OF UNDERSTANDING #1

Market Share Amendment

This Letter is not part of the Collective Agreement but is enforceable under the grievance and arbitration articles.

1. The Parties acknowledge the problem of loss of market share of the unionized tile industry in Ontario and in order to address this problem have agreed to this Letter of Understanding.
2. The Parties agree to meet on a regular basis to address issues of concern and to monitor their progress in addressing market share problems. The Parties shall strike four (4) Market Recovery Committees, one for each of the Northern, Southwestern, Eastern and Toronto regions of the province. Each Market Recovery Committee shall be composed of four (4) representatives appointed by the BACU or the OPC and four (4) representatives appointed by the Guild and shall meet once every four (4) months to devise ways of improving market share.
3. This Letter of Understanding amends the rates and working conditions in the geographical jurisdiction of Local 31 and for work on elementary schools, secondary schools, big box stores, strip malls, hotels under seven floors and hotel renovations. The rate of pay shall not be less than that of the current rate for Local 31 Residential workers including the percentage to cover remittances.
4. Any contractor wishing to become a signatory contractor and to avail itself of the Letter of Understanding must meet with the Market Share Amendment Committee (3 members from the Guild and 3 members from the Union) and must meet the following prerequisites:

- i. Be a contractor engaged in the Industrial, Commercial, Institutional ("ICI") flooring business and have a clean record of making all the required payments pursuant to the Provincial Collective Agreement;
- ii. Agree to be bound by the BACU/OPC Tile Provincial Collective Agreement and execute such documentation as may be required by the Union as confirmation thereof;
- iii. Agree to be bound by the full terms of this Letter of Understanding with the Union prior to availing themselves of the Letter of Understanding and execute a copy of this Letter of Understanding as confirmation thereof;
- iv. Post and maintain bond, letter of credit or certified cheque, in a form satisfactory to the Union and in the amount of \$10,000.00 to be held by the Union in trust as security to be drawn upon by the Union in the event of any violation of the terms of the BACU/OPC Tile Provincial Collective Agreement or the Letter of Understanding; and
- v. Any signatory contractor that violates the terms of the market share amendment will lose the right to bid work pursuant to its terms.
- vi. Be a member in good standing of the Terrazzo, Tile and Marble Guild of Ontario, Inc.;

The EBA, the Union and the signatory contractors all agree that the requirements contained in paragraph 3 (iv) above is a reasonable requirement of the Union which is required in order to enforce compliance with the terms of the BACU/OPC Tile Provincial Collective Agreement and the Letter of Understanding by the signatory contractor.

5. **Union Security –**

- (a) All tile workers working under this letter of understanding shall be required to attend at the Local 31 office to acquire a special work permit for each project before

commencing work. Employers shall be required to ensure all employees working under this letter of Understanding have acquired a special work permit for each project.

- (b) All Union Security language in the BACU/OPC Tile Provincial Collective Agreement shall apply except as amended in 5 (a)
6. The language in the BACU/OPC Tile Provincial Collective Agreement shall prevail except where it is specifically amended in this Letter of Understanding.
 7. All signatory contractors must provide the Union with a monthly report listing all projects bid under the Letter of Understanding for that month. Such report shall be forwarded to the Union by the end of the first week of the subsequent month. All remittances arising from work done under this Letter of Understanding shall be sent separately utilizing remittances forms drafted specifically for this work and only work under this Letter of Understanding shall be reported on these remittance forms. Failure to comply with this provision will result in the Union seeking the appropriate remedy as below:
 8. In circumstances where an Employer violates this paragraph, there shall be deterrent damages in the amount of five hundred dollars (\$500.00) for the first offence. Should the Union be required to utilize arbitration to collect the five hundred dollar (\$500.00) deterrent damages then the employer found to be in violation will also be required to pay the Union's full cost of collecting said damages. On a second offence such remedy shall include, but not be limited to, the Union's right to exercise its sole discretion to rescind the executed Letter of Understanding with the signatory contractor thereby forfeiting the privileges to the signatory contractor extended under this Letter of Understanding. Any work performed subsequent to the effective date of such rescission shall be performed on an hourly basis under the full terms and conditions of the BACU/OPC Tile Provincial Collective Agreement.

9. Any signatory contractor found by the Union to be misapplying or otherwise violating the Letter of Understanding is subject to the grievance procedure contained in the BACU/OPC Tile Provincial Collective Agreement. All instances shall be investigated by the Union, who may then select the appropriate remedy. Such remedy shall include, but not be limited to, the Union's right to exercise its sole discretion to rescind the executed Letter of Understanding with the signatory contractor thereby forfeiting the privileges extended to the signatory contractor under this Letter of Understanding. Any work performed subsequent to the effective date of such rescission shall be performed on an hourly basis under the full terms and conditions of the applicable provisions of the BACU/OPC Tile Provincial Collective Agreement.
10. Notice of revocation of the Letter of Understanding may be given by either the Union or the EBA by written correspondence. Such notice shall be effective ninety (90) days following delivery of such notice to the other party (the "effective date"). All signatory contractors shall be notified of any such revocation by the party giving notice. No new work may be bid by any signatory contractor pursuant to the terms of the Letter of Understanding once such notice has been delivered. Any work that has been bid on and tendered by a signatory contractor on a project, in accordance with the Letter of Understanding prior to the giving of such notice by the Union may be completed in accordance with the Letter of Understanding. Following the effective date, all work performed by all signatory contractors shall be performed on an hourly basis under the full terms and conditions of the applicable provisions of the BACU/OPC Tile Provincial Collective Agreement.
11. With respect to work in other Locals' jurisdiction the parties agree to consider in good faith any request for special conditions, in accordance with the Hardship Clause of the BACU/OPC Provincial ICI Collective Agreement.

12. With respect to other work in Local 31's jurisdiction, Local 31 agrees to meet with the Guild and consider in good faith any request for special conditions in accordance with the Hardship Clause of the collective agreement.
13. Local 31 confirms that is currently engaged in organizing efforts in the non-union sector. The Guild and its members shall inform the Union of any and all jobs that are awarded to non-union employers.
14. Should either party believe that the other party is not engaging in good faith discussions with respect to improving market share or is objecting to a market recovery proposal without reasonable justification, it shall be entitled to refer the matter to expedited arbitration with an arbitrator selected by the Union and Guild for a final and binding decision. Where a violation has occurred the arbitrator may make such orders, including orders relating to market recovery actions, as the arbitrator determines are appropriate to remedy the breach.

Dated at Toronto this 8th day of June, 2016.

Signed;

Kerry Wilson, BACU/OPC

Mike Gagliano, OPC

Davis St. Louis, TTMGO

■ LETTER OF UNDERSTANDING #2

Within the geographical jurisdictions of all Locals except Local 31, for all projects bid between July 1st, 2016 and July 1st, 2017, there shall be a job target of fifty percent (50%) of the travel allowance set out in Article 18.02 of the collective agreement. This job target shall not apply to any Local 31 members travelling to work outside of the Local 31 geographical jurisdiction.

■ LETTER OF UNDERSTANDING

The Union undertakes to request and encourage all employers who have signed Independent Employer Agreement to sign the independent employer letter of understanding below:

Independent Employer Agreement

Letter of Understanding

Between:

Brick and Allied Craft Union of Canada

("the Union")

-and-

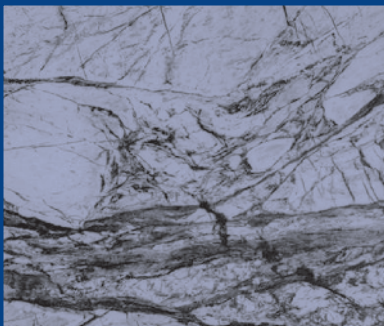
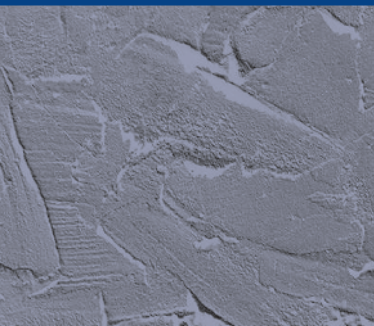
("the Employer")

1. As a result of the Guild and the BACU entering into a collective agreement for 2013-2016, the Employer agrees to pay industry funds to the Guild, effective on signing this document, as if it were bound to the BACU Guild 2013-2016 collective agreement.
2. The BACU-Independent Employer collective agreement is amended by incorporating by reference Article 19 of the BACU-Guild collective agreement, effective on signing this document.

Signed at Toronto this _____ day of _____, 2013

Employer

Union



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