

2024 - 2027

CEMENT MASONS COLLECTIVE AGREEMENT

BETWEEN

D.F. BARNES INDUSTRIAL

Hereinafter known as the "Employer"

AND

LOCAL UNION 222

OF

THE OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL

ASSOCIATION OF THE UNITED STATES AND CANADA

This Collective Agreement made this day:

BETWEEN

D.F. BARNES (Hereinafter known as the "Employer")

OF THE FIRST PART

AND

**The OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL
ASSOCIATION OF THE UNITED STATES AND CANADA LOCAL UNION
222 (hereinafter referred to as the "Union").**

OF THE SECOND PART

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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ARTICLE 1 – PURPOSE

- A. The purpose of this Agreement is to promote harmony between the parties, facilitate the peaceful adjustments of all disputes and grievances, and to prevent strikes, lockouts and any unnecessary expense or delay in the work involved. The parties' value human dignity and to that end agree that the Province's Human Right's Code will be adhered to on all job sites.**

- B. The Employer and the Union agree to meet and give serious consideration to amending certain provisions to this Collective Agreement, by way of a mutually agreeable written amendment where this action is deemed necessary and appropriate by the Employer or the Union for certain projects where the Employer is facing competition in securing the work under the terms and conditions of this Agreement. The parties will meet within three (3) days of the request to do so or as soon as possible thereafter. The Employer shall furnish the Union with evidence of unfair competition.**

ARTICLE 2 - SCOPE AND RECOGNITION

- A. This Agreement shall apply to all of the employees of the Employer within the Province of Manitoba and that part of the Nunavut Territories between Longitude 102 degrees East and a line extending North from the most northern point on the Manitoba-Ontario border to 89 degrees North Latitude.**

- B. This Agreement shall operate for the benefit of and be binding upon the parties hereto and the members of the parties hereto. The Union agrees that it will not sign any agreement within their Cement Mason Trade Division for any of the classes of employees covered by this Agreement for different working conditions or for different monetary provisions than those contained in this Collective Agreement in the area designated in Sub-Article A above, unless mutually agreed to in writing between the parties of this Collective Agreement.**

- C. The Employers who have agreed to be bound by this Collective Agreement, shall be parties to this Collective Agreement as principals; however, their status shall be several not joint.**

- D. The Employer recognizes the work jurisdiction of the Operative Plasterers & Cement Masons International Association Union Local 222 as set out in Appendix "A" of this Agreement. Such jurisdiction of work is subject to applicable Trade Agreements and decisions of Record and the Procedural Rules of The National Joint Board for the Settlement of Jurisdictional Disputes.**

ARTICLE 3 - TERM OF AGREEMENT AND NEGOTIATION FOR RENEWAL

- A.** This Agreement shall be effective from October 1, 2024 to April 30, 2027 unless altered or amended in the meantime by mutual consent of the parties, hereto, and shall be deemed to be renewed thereafter from year to year unless written notice to negotiate a new agreement is given by either party to the other party not less than thirty (30) days prior to the expiry date of this Agreement or the expiry date of any extended term thereof.
- B.** Within ten (10) days after the receipt of such written notice or within such additional time as may be mutually agreed upon, representatives of the Employer and of the Union shall meet for the purpose of negotiating same. During the period of such negotiations this Agreement shall remain in full force and effect.
- C.** Both parties hereto agree to enforce and see that its members enforce all the provisions stated in this Agreement.

ARTICLE 4 - NOTICES

- A. Any notice required to be given to the Union shall be effectively given when mailed to:**

The Operative Plasterers & Cement Masons International Association of the United States and Canada Local Union 222, 17307 106th Ave N.W Edmonton Alberta, T5S 1E7 or to such address as the Union may have supplied to the Company in writing.

- B. Any notice required to be given to the Employer shall be effectively given when mailed to:**

**D.F. Barnes Industrial
22 Sudbury St, St. John's, NL A1E 2V1
St. John's, Newfoundland and Labrador**

Or such address as the Company may have supplied to the Union in writing.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- A. The Employer agrees that there shall be no lockout during the term of this Agreement.**
- B. The Union agrees that there shall be no strike or other collective action which would stop or interfere with operations during the term of this Agreement.**
- C. The Union agrees, that in the event that other Unions impact job sites that Local 222 members are working at by job site picketing, slowdowns or disputes resulting in stoppage of work, Local Union 222 will do all in its power to help effect a fair resolution to the matter in question.**
- D. The rights of individuals as set forth in any Provincial or Federal statute are recognized by the parties of this Agreement.**

ARTICLE 6 - MANAGEMENT RIGHTS

- A. Nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management, including the making of rules relating to Cement Mason operations as it shall consider advisable, provided such rules shall not be inconsistent with the specific terms of this Agreement.**

ARTICLE 7 - UNION SECURITY

- A.** Subject to other provisions of this Article, it is agreed that only members in good standing with Local No. 222 shall be employed by the Employer on work coming within the scope of this Agreement.
- B.** It shall be the responsibility of the Union to determine when a member is in good standing.
- C.** The Employer shall notify the Union when employees are required, and they shall employ them through the business office of Local No. 222.

The Local will make every effort to dispatch employees through the Local who are competent and able to perform the work. In its sole discretion, the Local may dispatch employees from outside of Manitoba.

It is agreed that on a project by project basis, the Employer shall be able to name hire all Foremen dispatched from Local's out of work rotation list. In addition, the Employer shall have the unlimited right to name hire fifty percent (50%) of the crew dispatched from the out of work rotation list. The remaining employees dispatched by the Local will be hired by the Employer.

- D.** If the Local does not dispatch employees within 48 (forty-eight) hours, the Employer shall have the right to employ any available employee at that time. It is agreed that any employee hired by the Employer, must make application to become a probationary member of the Local Union and participate in the Local's Probationary Member Program in accordance with its terms, before beginning employment with the Employer. The Probationary Member Program is designed to provide new members of the Local with the education and training necessary to join the Local Union Apprenticeship Program. The Employer will consult with the Business Manager of Local 222 regarding the appropriate placement and wage scale of a probationary member but probationary members shall be paid in accordance with the classification in Appendix "B" that matches their skill level and shall be paid a starting rate of not less than the first level apprenticeship rate. The Employer shall pay all pension, health & welfare and trade training fund contributions as the Probationary Members classification. Probationary members must, as a condition of their employment, pay monthly dues and no probationary member may participate in the Probationary Member Program for longer than twelve (12) months without having been placed in the Apprenticeship Program, elevated to Journeyman status, or dropped from the program. Probationary members who do not enter the Apprenticeship Program or who are dropped from the Probationary Member Program are not entitled to continue to be employed, or to be re-employed in the future.
- E.** In the event of a reduction in the work force, the Foreman shall notify the Job Steward of the layoffs and the employees shall be laid off in the following sequence providing the remaining employees are competent and able to perform the remaining work:

- (1) Probationary members**
- (2) Members of Local Union 222**

- F.** Where members of Local Union No. 222 are available for work and non-members of the said Local Union are employed by the Employer, the Employer, within a reasonable time after being notified of the availability of members shall replace the non-members with members of the Union; provided the members available are competent and able to perform the work to be performed. A change of personnel pursuant to this Article shall be made at no cost to the Employer.
- G** At the request of the Union, prior to construction and mechanical work commencing on a project where such project is of sufficient size and complexity, the contractor shall arrange a jurisdictional "mark-up" meeting fifteen (15) days prior to work commencing for the purpose of resolving jurisdictional assignments. Further, the Local agrees to provide to the Employer, within five (5) working days after the "mark-up" meeting, their jurisdictional reasons for claiming any work in question.
- H.** The Company agrees to engage only those sub-contractors who employ members of the Union to perform Concrete work.
- I.** The Local agrees that all their members at point of dispatch from the Local's hiring hall are all appropriately safety trained and that they have successfully completed the following courses:

- WHMIS GHS**
 - CSTS**

- J.** Upon specific dispatch request:

- Fall Protection**
 - Confined Space Entry**
 - Man Lift (entry level)**

ARTICLE 8 - DUES CHECK OFF

- A. The Employer agrees to deduct and remit Union Dues and Field Dues, in the amount of two point five percent (2.5%) of the Gross and one percent (1%) for International working dues of the total package (base wage and vacation pay and holiday pay and Employer Pension contributions and Employer Health & Welfare and Employer Training Contributions) per hour worked and/or assessments voluntarily authorized by the employee in writing and shall deduct from the first pay period of each month, sums for monthly dues. Monthly dues, applicable field dues and assessment deductions, as may be notified in writing by the Union in accordance with the Local Union By-Laws, shall be forwarded to the Financial Secretary-Treasurer of Local 222 on or before the 15th day of the month following the month during which such deductions were collected. The remittances shall be accompanied by a statement of the names of the employees from whom the sums have been deducted and number of hours worked by the employee.**

It will not be a violation of this Agreement if the supply of Labour is withheld due to non-payment of check-off field dues assessment. If the Employer does not submit as required above, a penalty of ten percent (10%) of the outstanding amount may be charged for any unpaid amount of contributions.

ARTICLE 9 - BUSINESS REPRESENTATIVE

- A. The Business Representative of the Union shall be permitted on all jobs for the purpose of assisting in the carrying out of the provisions of this Agreement after reporting to the senior Employer Representative on the job, but will in no way interfere with the workmen in the performance of their duties.**

- B. Whenever security regulations prevent access to any job or project, the Employer or Business Representative will give all possible assistance to the Business Representative in obtaining the necessary pass or permission to gain access to such job or project.**

ARTICLE 10 - STEWARDS

- A. The Business Manager or Business Agent will appoint a Job Steward on each job as necessary to assist the Company, the Union and the employees in carrying out the provisions of this Agreement and it will be the Job Steward's duty to attend to all complaints between all members of Local 222 on the job and the Company in an endeavor to reach settlement before these complaints become grievances. If on a large project it is necessary to appoint more than one Steward, the Business Manager or Business Agent shall designate one of them as Chief Steward.**
- B. Stewards shall be qualified Journeymen Cement Mason employees of the company, who are familiar with concrete placing and finishing operations. The Business Manager or Business Agent shall provide the company with the names of all Stewards at the time of their appointment and before they assume their duties.**
- C. The Union acknowledges that Stewards and other Union Officers, have regular work to do as employees of the company, and such person shall not leave their job in connection with their duties as a Steward or other Union Officer, without first obtaining the permission of their Foreman or immediate Supervisor, and such permission shall not be unreasonably withheld.**
- D. Under no circumstances shall Job Stewards or any employee make any arrangement with the Foreman or Management, or vice versa, that will change or conflict in any way with any sections or terms of this Agreement without approval of the Business Representative and the Employer.**
- E. Where overtime is to be worked, the Job Steward will be included in the crew where it is practical to do so and where the Steward is qualified and capable of doing the work to be performed. However, the Employer shall not be required to break up a work crew in order to assign overtime work to a Job Steward.**

The Steward shall not be laid off, subject to the Steward having the required skill and ability to perform the work in question, until the work crew is reduced to at least four (4) members.

ARTICLE 11- DISPUTES - GRIEVANCES

SECTION 1

- A. An employee may take up any matter direct with their Employer at any time and the Employer retains the right to explain their views on any matter to the employee directly, through a meeting, by notice or other lawful means.
- B. All differences between the Employer and the Union regarding the interpretation, application, operation and an alleged violation of this Agreement shall be settled without stoppage of work or lockout, by negotiation as hereafter provided.

SECTION 2 - GRIEVANCE PROCEDURE

- A. Either the Union or the Employer shall have the right to initiate a group grievance of a general nature at Step Three of this grievance procedure.
- B. It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is generally understood that an employee has no grievance until they have first given to their Foreman or Supervisor an opportunity to adjust their complaint. Should the complaint or grievance of the employee not be satisfactorily adjusted, it shall be reduced to writing, with or without the aid of the Union Grievance Steward, and may then become a subject of discussion as provided in the following.
- C. **Step One** An aggrieved party shall submit their complaint in writing, within a period of fourteen (14) calendar days of the occurrence of the event giving rise to the grievance, to the Steward or, in their absence, the Business Agent of the Union, who shall endeavor to settle the complaint between the employee and their immediate supervisor. If the complaint is not settled within two (2) days (excluding Saturday, Sunday and holidays), it may be referred to the Project Manager or their delegate and Official Representative of the Union
- D. **Step Two** If the complaint is not settled with three (3) calendar days (excluding Saturday, Sunday and holidays), it may be referred to the Management of the Employer involved and the Official Representative of the Union.
- E. **Step Three** the Employer shall either request a further discussion with the Union or render a decision in writing to the Union within five (5) working days following receipt of the claim.
- F. Where circumstances warrant, time limits may be extended by mutual agreement between both parties.
- G. No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

H. Discharge Cases: A claim by an employee that they have been unjustly discharged from their employment shall be filed at Step Three of this grievance procedure provided a written statement of this grievance is lodged with the Management within three (3) working days after the employee is discharged or suspended by the Employer.

ARTICLE 12 – ARBITRATION

- A.** Within seven (7) calendar days after receiving the grievance in Step 3, and failing to reach a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.
- B.** Within ten (10) calendar days following the grievance being referred to arbitration, the parties will attempt to agree to the selection of an Arbitrator to hear the grievance in question. Should the parties be unable to agree on the selection of an Arbitrator at the end of the ten (10) calendar day period, either party may then request the Chairperson of the Manitoba Labour Board to appoint an Arbitrator. The Arbitrator shall not be empowered to make any decisions inconsistent with the provisions of this Collective Agreement, or to modify or amend any portion of this Agreement.
- C.** The Arbitrator shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The decision of the Arbitrator shall be final and binding and enforceable on all parties. If the parties disagree as to the correct meaning of the Arbitrator's decision, the Arbitrator will reconvene the Parties to clarify the decision.
- D.** Each party shall pay one half of the fees and expenses of the sole Arbitrator.

ARTICLE 13 - SAVINGS CLAUSE

- A. It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of the Province of Manitoba and the Dominion of Canada. Should it later be determined that it would be a violation of any legally effective Provincial or Dominion Order or Statute to comply with any provision or provisions of this Agreement, the Parties hereto agree to re-negotiate such provision or provisions of this Agreement for the purpose of making them conform to such Provincial or Dominion Order or Statute, and the other provisions of this Agreement shall not be affected thereby.

ARTICLE 14 - WAGE RATES

A. The classification and hourly wage rates for employees covered by this Agreement shall be:

Journeyman Cement Mason Base Wage Rate

Effective pay period following Union signing	May 5th, 2025	May 4th, 2026
\$39.56	\$40.46	\$41.37

B. **Foremen**

A Foreman will be paid not less than the following per hour amount more than the base hourly rate for Journeyman Cement Mason:

When there are four (4) or fewer employees (including the Foreman), the Foreman will be paid at not less than five dollars (\$5.00) per hour for the duration of the agreement.

For a five (5) employee crew and above (including the Foreman), the Foreman will be paid at not less than seven dollars and fifty cents (\$7.50) per hour for the duration of the agreement.

C. **General Foreman**

At the Employers discretion, should they choose to employ a General Foreman, they will be paid not less than the base wage rate for Journeyman Cement Mason plus double the extra rate for Foremen as indicated by Article 14 B above.

Foremen**

Where three (3) or more Cement Masons are employed, one shall be selected by the Employer to act as Foreman and receive Foreman's wages.

D. **Apprentices**

(a) The ratio of Apprentices to Journeymen shall be in accordance with the Manitoba Apprenticeship Act.

(b) The first year shall be considered as a probationary period for an Apprentice and the Employer shall, upon discussing this matter with the Local's Business Manager (or designate), have the right to terminate a probationary Apprentice's employment from that Company, and such Employer decision shall not be grievable under Article 11.

- (c) At intervals of 1800 hours which will include hours worked and in school training hours, each Apprentice's rate will be reviewed by the Employer Representative (or designate) and the Union, and the Apprentice will be given increases, if their ability warrants, on the following basis:

1 st Level	0-1799 hours	See Total Wage Package
2 nd Level No Technical Training (TT)	1800-3599 hours	See Total Wage Package
2 nd Level Technical Training (TT)	1800-3599 hours	See Total Wage Package

The parties agree that the Apprentice percentages will be adjusted if the Province of Manitoba's minimum hourly wage rate is adjusted from its current level at the date of signing of this Collective Agreement. The percentage adjustments must ensure that the minimum Apprentice hourly rates conform with the Manitoba Apprenticeship & Trades Qualifications Act (Trade of Concrete Finisher Regulation).

- (d) If the Apprentice fails to apply him or herself, seems unable or unwilling to adopt to trade conditions, or are otherwise found unsuited to the trade, he or she shall be notified by the Union of their findings and informed that he or she is being terminated from the membership of this Local Union.

E. Apprentice Cement Mason

Apprentice Wage and Employer Pension Contribution: Apprentice Wage and Employer Pension contributions shall be based on the following per hour worked amounts:

Apprentice Base Wage Rate

	Effective pay period following Union Signing	May 5th, 2025	May 4th, 2026
Level 2 Apprentice (TT)	\$33.63	\$34.39	\$35.16
Level 2 Apprentice No (TT)	\$29.67	\$30.35	\$31.03
Level 1 Apprentice	\$25.71	\$26.30	\$26.89

Apprentice Pension Contribution by Employer

	Effective pay period following Union Signing	May 5th, 2025	May 4th, 2026
Level 3 Apprentice (TT)	\$6.27	\$6.42	\$6.57
Level 2 Apprentice No (TT)	\$6.27	\$6.42	\$6.57
Level 1 Apprentice	\$6.27	\$6.42	\$6.57

ARTICLE 15 - NUNAVUT TERRITORIES WAGE RATE

- A. Cement Mason will be paid not less than fifty (50¢) cents per hour more than the regular rates of pay while being employed in the Nunavut Territories.**

ARTICLE 16 - STANDARD OF WORK AND LIMITATIONS

ARTICLE ONE: PURPOSE, SCOPE AND RECOGNITION

- A.** The purpose of this Collective Agreement is to stabilize the trade, improve the industry, and to promote peace and harmony between Employers and Employees. To facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes and lockouts, waste expenses, avoidable and unnecessary delays in construction and providing efficient service to the public.
- B.** The scope of this Collective Agreement as it applies to each individual Employer shall be the extent to which the Union, party hereto, has established a collective bargaining relationship with that Employer and the extent to which that Employer employs Employees within the scope of such bargaining relationship, and the extent to which the Employer is engaged within the trade jurisdiction set out herein.
- C.** The Parties hereto agree that the terms of this Collective Agreement do not apply to residential work, which is defined as single family housing including duplexes, walk-up apartments and condominiums up to a maximum of 3 floors in height.
- D.** This Collective Agreement shall apply to all work falling within the Trade Jurisdiction of the Cement Masons which, for the purposes of this Collective Agreement, shall coincide with the Manitoba Concrete Finisher Trade Regulations, Concrete means cement products, and without limiting the generality, includes cements, concrete, aggregate, grouts, patching materials, toppings, admixtures, agents, epoxies and protective coatings.
- E.** The trade shall include but not be limited to all of those Employees who are engaged in the following:
 - (a)** forming, placing and finishing, including screeding, floating and in some instances polishing, of all concrete construction such as floors, walls, sidewalks, curbs and gutters [whether finished by trowel or float or any other process];
 - (b)** Repairing, restoring and resurfacing of concrete;
 - (c)** Application of curing and surface treatments to concrete;
- F.** Patching, sacking, chipping, bush hammering, rubbing, grinding, saw cutting and coring of concrete for construction excluding demolition, engineering/technical and testing purposes where necessary in concrete finishing work;
- G.** Dry packing, grouting and finishing in connection with setting machinery such as engines, generators, air compressors, tanks, and so forth that are set on concrete foundations.

ARTICLE 17 - VACATION AND VACATION PAY

- A.** Each employee shall receive an amount equal to ten-point five percent (10.5%) of their gross earnings of which four-point five percent (4.5%) shall be in lieu of paid statutory holidays. Each employee shall be entitled to four (4) weeks of annual vacation.

- B.** Vacation Pay Allowances shall be paid to employees on their regular pay day. Such payments shall be considered as advance payment for any vacation taken by the employee under the conditions provided in the Manitoba Employment Standards Code. For greater clarity, the employee and the Union agree that the receipt of such advance payments of vacation pay will be considered full payment of all vacation pay owing to the employee as provided by the Manitoba Employment Standards Code whether or not the employee takes a vacation during that calendar year.

ARTICLE 18 - STATUTORY HOLIDAYS

- A.** All time worked on the following recognized holidays shall be paid for at a rate of double time; New Year's Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, (1st Monday in August), Labour Day, Truth and Reconciliation Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

And any such days which may be declared as a general holiday by the Federal and/or Provincial Government.

- B.** No work shall be performed on Labour Day and/or Truth and Reconciliation Day, except to save life or property. Where the Canada Day holiday falls on a Tuesday, Wednesday or Thursday, the holiday is to be observed on the day which it falls.
- C.** When a recognized or Statutory Holiday other than Remembrance Day falls on a Saturday or Sunday, the next following regular working day(s) shall be taken as an alternate day off. When two (2) recognized holidays fall on a Saturday and Sunday the following Monday and Tuesday shall be taken off as alternate days.

An employee who is required to work on a recognized holiday or the alternate day(s), shall be paid at a rate of double time.

ARTICLE 19 - HOURS OF WORK, OVERTIME & WORKING CONDITIONS

- A. The schedule of hours of work, as set down in this Agreement shall not be considered as a guarantee of hours of work per day or per week.
- B. The standard work week for day shift or single shift will be forty (40) hours per week consisting of five (5) shifts of eight (8) hours Monday to Friday inclusive.
- C. All such hours worked shall be classed as straight time and the eight (8) hour shift shall normally be performed between 8:00 a.m. and 5:00 p.m., but on projects where circumstances make it necessary, they shall be performed during any time of the day or night that may constitute a regular shift on that project. A premium:

Effective October 1, 2024 at \$3.30 per hour for the duration of the Agreement.

Will be paid for each straight time hour of a regular single shift that is worked between 10:00 p.m. and 6:00 a.m.

- D. One (1) hour in each work day shall be allowed as a meal hour but the time allowed for the said meal hour may be reduced on any job by agreement between employees on the job and the Company or its Representatives.
- E. Employees will be allowed time to gather and put away all their working tools and equipment prior to quitting time.
- F. The Company may require employees to work overtime in excess of their regularly assigned hours and when overtime is to be worked first consideration will be given to members of Local 222.
- G. The first two (2) hours of daily overtime, Monday to Friday, shall be paid for at the rate of time and one-half. All time worked in excess of these hours and all time worked on Saturday and Sunday shall be paid for at the rate of double time.
- H. If any employees are recalled to a Job without having had eight (8) hours rest, they shall be paid at double time rate of pay until such time as they have had the said eight (8) hours rest.
- I. When work cannot proceed on any day due to inclement weather or other emergency beyond the Company's control, employees will be paid not less than three (3) hours pay, provided that the employee has reported for work and remains on the job for the full three (3) hours. The employees entitled to board expense will receive regular allowance for the day.
- J. When an employee has been notified prior to leaving their place of residence not to report for work, the three (3) hours reporting time in paragraph I shall not apply.

- K.** If on any project work cannot proceed due to shortage of material or other reason within the control of the Company, employees living away from home will either be returned home (i.e) paid travel expense, travel time and subsistence allowance for travel day out and when requested to return to the job site shall be paid same when returning to work) or at the option of the Employer and with the consent of the employees will be paid three (3) hours and subsistence if applicable for the days that the work is delayed.
- L.** An employee called out for work after they have completed their regular shift and have gone home shall be given not less than four (4) hours work, or if the work is not available, shall be paid for four (4) hours at the applicable overtime rate.
- M.** An employee who is injured while working for the Company and is sent home because of such injury shall receive pay up to the end of the shift in which they were injured. The Shop Steward will be allowed time to gather the injured employee's personal belongings as soon as possible after the accident and if the case warrants it the Foreman shall designate someone to accompany the injured employee to the doctor or hospital without loss of time or pay.
- N.** Employees shall be ready for work at starting time and shall remain at work until quitting time.
- O.** The Company may call employees out to unload or to do such work as may be necessary to protect property during inclement weather. The employee shall receive not less than three (3) hours pay at the appropriate rate (i.e. straight time or double time) for each time called out.
- P.** By mutual agreement between the Union and the Employer, a compressed work week of four – ten (10) hour days, at regular straight time rates, may be established Monday through Friday. A compressed work week schedule can be terminated if notice is given on the last day of the current compressed work week.

The daily work breaks, of two (2) fifteen (15) minute breaks and one (1) thirty (30) minute meal break will be extended by an additional five (5) minutes for each break respectfully in lieu of a break after eight (8) hours.

All daily overtime hours worked on a compressed work week schedule beyond ten (10) hours per day shall be compensated at two (2) times the straight time rate of pay.

All overtime hours worked on a compressed work week schedule, beyond the regular four (4) days schedule of Monday to Friday (including an Article 19 A Statutory Holidays) shall be as follows:

- (a) the first two (2) overtime hours at one and one-half times (1 ½ x) the straight time rate of pay.
- (b) All subsequent overtime hours at two times (2x) the straight time rate of pay.

If overtime is required on a compressed work week day (s), the overtime meal break, as per Article 22 B, will commence at the start of the overtime period.

For ZONE A work, subsistence allowance for the compressed work week schedule shall be paid on days worked plus one (1) day basis, to a maximum of seven (7) days per week.

Work in ZONE B shall receive subsistence allowance per seven (7) day week as per Article 29 A, ZONE B.

In the event that any Holiday specified in Article 19 A of the Agreement falls during a compressed work week, then such Holiday will be considered a premium time day, and the compressed work week will be reduced accordingly, i.e. 3 – ten (10) hour days. Accordingly, the amount of room and board of “subsistence allowance” will be paid as follows:

- a) If the Holiday falls on the first or last work day of a compressed work week, the employee shall receive room and board or “subsistence allowance” on a day worked plus one (1) additional day basis.
- b) If the Holiday falls between but not on the first or last work day of a compressed work week, the employee shall receive room and board or “subsistence allowance” for five (5) days.

ARTICLE 20 - ADDITIONAL SHIFTS

A. A premium of:

Effective October 1, 2024 at \$3.00 for the duration of the Agreement.

Shall be paid for all hours worked on second and third shift operations. Shift premium shall not be payable for overtime hours worked.

B. For the purpose of establishing the weekend shift premiums, double time will be paid on the second and third shifts between 8:00 a.m. on Saturday and 8:00 a.m. on Monday. A shift premium is not payable for overtime hours worked.

ARTICLE 21 - LUNCH BREAKS DURING OVERTIME HOURS

- A. Employees shall not be required to work more than five (5) hours without a lunch period, and shall have a lunch period after the completion of each additional five (5) hours thereafter.**
- B. Where work is scheduled to exceed ten (10) hours in a day, the Employer shall supply a hot meal at no cost to the employee after two (2) hours of overtime have been worked and again every four (4) hours thereafter without any loss of time. The employees shall be entitled to a thirty (30) minute overtime meal break. In the event the employee elects to not take a hot meal, the employee shall be paid \$22.00 in lieu of the hot meal.**

If two (2) or more hours of overtime are to be worked, a paid coffee break of fifteen (15) minutes shall be allowed to employees upon commencement of the overtime and every two (2) hours alternately with the overtime meal break.

Where work is scheduled to be ten (10) hours per day, coffee breaks and the daily lunch break may be extended by five (5) minutes each in lieu of a break after eight (8) hours being worked, if mutually agreed to between the employees and the Employer.

ARTICLE 22 - COFFEE TIME

- A. It is agreed that all employees of the Employer covered by this Agreement will be permitted fifteen (15) minutes time both in the morning and afternoon to drink coffee or refreshments on the job during regular working hours and at the conclusion of the eighth (8th) hour where ten (10) or more hours are worked in a shift. It is, however, understood that this shall be done in such a manner as to not stop the normal operation of the job.**

ARTICLE 23 - DRINKING WATER AND CLOTHES ROOM

- A.** The Employer shall furnish suitable fresh (and cold where practical) drinking water from a piping system or from a clean, covered container having a faucet, together with disposable cups or bottled water where practical.
- B.** The Employer shall provide a room of adequate size in which employees may change and dry their clothes and eat their lunch and coffee breaks on all jobs of sufficient length to justify the provisions of such a room.
- C.** The Employer shall provide, when necessary, a gang box with lock for the safekeeping of employee's personal tools.

ARTICLE 24 - WELFARE TRUST FUND

- A. An Employer, being signatory to this Agreement, hereby covenants and agrees to be bound by all terms of the Trust Agreement governing the Cement Masons (Manitoba) Local Union 222 Manitoba Multiple Trades Health & Welfare Trust Fund, all amendments thereto.**

Effective October 1, 2024, the Employer shall contribute two dollars and five cents (\$2.05) for every hour worked by each employee covered by this Agreement.

Effective May 1, 2025, the Employer shall contribute two dollars and ten cents (\$2.10) for every hour worked by each employee covered by this Agreement.

Effective May 1, 2026, the Employer shall contribute two dollars and fifteen cents (\$2.15) for every hour worked by each employee covered by this Agreement.

Such contributions shall be forwarded to the Coughlin & Associates Ltd. 104 Kenaston Boulevard. Suite 1391 Winnipeg MB R3P 2T5 Cement Masons Local union 222, Manitoba Multiple Trades Health & Welfare Trust Fund by the 15th day of the month following the month in which the hours were worked.

- B. It will not be a violation of this Agreement if the supply of Labour is withheld due to non-payment of Welfare contributions by the Employer.**
- C. If any Employer shall fail to remit payments required to be made pursuant to the terms of this Collective, a penalty of ten percent (10%) of the outstanding amount may be charged for any unpaid amount of Contributions.**

ARTICLE 25 - PENSION TRUST FUND

- A. An Employer, being signatory to this Agreement, hereby covenants and agrees to be bound by all terms of the Trust Agreement governing the Cement Masons (Manitoba) Local Union 222 Manitoba Multiple Trades Pension Trust Fund, all amendments thereto.**

Effective October 1st, 2024 the Employer shall contribute six dollars and twenty-seven cents (\$6.27) for every hour worked by each employee covered by this Agreement.

Effective May 1, 2025 the Employer shall contribute six dollars and forty-two cents (\$6.42) for every hour worked by each employee covered by this Agreement.

Effective May 1, 2026 the Employer shall contribute six dollars and fifty-seven cents (\$6.57) for every hour worked by each employee covered by this Agreement.

Such contributions shall be forwarded to the Coughlin & Associates Ltd. 104 Kenaston Boulevard. Suite 1391 Winnipeg MB R3P 2T5 Cement Masons Local union 222, Manitoba Multiple Trades Pension Trust Fund by the 15th day of the month following the month in which the hours were worked.

- A. It will not be a violation of this Agreement if the supply of Labour is withheld due to non-payment of Pension contributions by the Employer.**
- B. If any Employer shall fail to remit payments required to be made pursuant to the terms of this Collective a penalty of ten percent (10%) of the outstanding amount may be charged for any unpaid amount of Contributions.**

ARTICLE 26 - COMMUTING BEYOND PERIMETER HIGHWAY (NO BOARD ZONE)

- A. For the purpose of this Agreement any job site or project situated within an area of ninety (90) kilometres from the Winnipeg perimeter highway shall be considered a commuting site.
- B. All travelling within the area bound by a twenty-five (25) kilometre zone beyond the Winnipeg perimeter highway will be free of all time and travel expenses.
- C. Employees who are required to work outside the boundary of the Winnipeg Perimeter Highway and commute daily shall be paid forty-five (45) cents per kilometre Travelling Time, plus a per kilometre Automobile Allowance paid in accordance with CRA** guidelines from the edge of the free zone to the job site and return trip.
- D. All travelling time by ground transportation and allowances shall be based and rated on actual road kilometres to the project site by the shortest suitable numbered highway or road as designated on the Manitoba Provincial Highways map.

No Travel Time or Car Allowance will be paid to employees who are hired on the job or who live (for minimum of three (3) months prior to the start date of the job in question) within a twenty (20) kilometre radius of the project site except on projects where there is a camp and where the work is so located that locally residing employees cannot live at home

- E. When an employee accepts transportation provided by or arranged by the Employer, the employee shall be paid a travel time allowance of forty-five cents (45¢) per kilometre beyond the free zone to the job site and back to the free zone daily.

** The CRA kilometre rate for the 2024 calendar year is sixty-one cents (.70¢) per kilometre for the first five thousand (5000) kilometres driven, it then reduces to fifty-five cents (.64¢) for all kilometres driven thereafter.

** The CRA kilometre rate for the 2025 and 2026 calendar years will be paid at the CRA posted rates.

ARTICLE 27 - TRANSPORTATION AND BOARD (BEYOND COMMUTING ZONE)

A. Board Expense Refund

For the purpose of this Article there shall be two zones established.

ZONE A: Beyond ninety (90) - two hundred thirty-five (235) kilometres from Winnipeg Perimeter Highway

On out-of-town work within an area from ninety (90) road kilometres to two hundred and thirty-five (235) road kilometres from the Winnipeg Perimeter Highway, the employee shall be paid by the Employer a minimum subsistence allowance as follows:

Effective October 1, 2024: \$140.00 per day worked

On projects where, living cost are higher than the subsistence allowance, where substantiated by receipts, the daily allowance will be adjusted to conform to local conditions. All subsistence allowance payments are intended to address costs incurred while living away from home.

ZONE B: Beyond two hundred thirty-five (235) kilometres from Winnipeg Perimeter Highway

On out-of-town work outside two hundred thirty-five (235) road kilometres from the Winnipeg Perimeter Highway, the employee shall be paid by the Employer a minimum subsistence allowance per seven (7) day week as follows:

Effective October 1, 2024: \$160.00 per 7-day week

On projects where, living costs are higher than the subsistence allowance, where substantiated by receipts, the daily allowance will be adjusted to conform to the local conditions. All subsistence allowance payments are intended to address costs incurred while living away from home.

If the Canada Day Holiday or the Remembrance Day holiday falls on a Tuesday, Wednesday, or Thursday, the subsistence allowance will be payable for the holiday provided the employee works the scheduled shifts before and after the holiday.

NOTE #1: The Employer shall pay the room and board allowance on the Friday of the first complete week worked.

In or near cities and towns where the employees have a choice of board accommodations, they will make their own arrangements as to room and board.

On projects where the Employer makes board arrangements on behalf of the employee either in a camp or otherwise, and pays the cost of same, the Employer will absorb this cost.

Board Expense Refund will not be paid to or for any employee when they are absent from work without permission of the Foreman in charge of the project, but it will be paid when work is delayed due to inclement weather or other emergency.

No Board Expense Refund will be paid to employees who are hired on the job or who live (for minimum of three (3) months prior to the start date of the job in question) within a forty (40) kilometre radius of the project site except on projects where there is a camp and where the work is so located that locally residing employees cannot live at home.

At the discretion of the Employer, Board Expense Refund may be allowed to a Journeyman hired on the job for a project which is outside of their home district, but such employee will not have any claim to their Board Expense Refund unless they are promised this Expense Refund at the time they are hired.

B. Transportation Expense and Traveling Time: (Beyond Commuting Zone)

(1) When an employee is instructed by the Employer or by the Union at the request of the Employer, to travel to a project where they will be entitled to Board Expense Refund in accordance with Section A of this Article, they will be entitled to transportation expense and traveling time allowances and shall receive the following:

- (i) ZONE A: Described as that area beyond ninety (90) – two hundred thirty-five (235) kilometres of the Winnipeg Perimeter Highway.

Employees required to work within the Boundary of ZONE A shall be paid forty-five (45) cents per kilometre traveling time plus a per kilometre Automobile Allowance paid in accordance with CRA** guidelines from the Winnipeg Perimeter Highway to the job site for the initial trip in and payment should be included on their first pay period.

Upon completion of the job or layoff the employee will be paid forty-five (45) cents per kilometre traveling time plus a per kilometre Automobile Allowance paid in accordance with CRA** guidelines from the job site to the Winnipeg Perimeter Highway. Should the employee be required to return to the job site at a later date, all applicable allowances to be paid by the employer as per initial dispatch.

Subsistence shall not be paid for travel days within ZONE A.

- (ii) ZONE B: Described as that area beyond two hundred thirty-five (235) kilometres of the Winnipeg Perimeter Highway

Employees required to work beyond two hundred thirty-five (235) kilometres of the Winnipeg Perimeter Highway will be paid forty-five (45) cents per kilometre traveling time plus a per kilometre Automobile Allowance paid in accordance with CRA** guidelines from the Winnipeg Perimeter Highway to the job site for initial trip in. On projects beyond two hundred thirty-five (235) kilometres from the Winnipeg Perimeter Highway, subsistence allowance shall be paid for the initial day of travel to the job site.

An employee will not be entitled to transportation expense, traveling time and subsistence for travel day to the job site until they have been employed fifteen (15) calendar days or for the duration of the job whichever is the lesser and if they quit the job within this time and have been paid the above expenses the same will be deducted from their outstanding wages.

Upon completion of the job, layoff, scheduled work rotation or twenty-nine (29) calendar day turnaround the employee will be paid forty-five (45) cents per kilometre traveling time plus a per kilometre Automobile Allowance paid in accordance with CRA** guidelines from the job site to the Winnipeg Perimeter Highway. Subsistence allowance will not be paid for travel out following the last day worked.

An employee will not be entitled to return transportation allowance and traveling time until they have been employed for their first scheduled work rotation or twenty-nine (29) calendar days or for the duration of the job whichever is the lesser. Where the duration of the job is such that it will require employees to return at a later date, all applicable allowances are to be paid by the Employer as per initial dispatch.

When an employee working on a project outside two hundred and thirty-five (235) road kilometres from the Winnipeg Perimeter Highway completes their initial scheduled work rotation or twenty-nine (29) calendar day period, whichever is lesser, they shall be entitled to return transportation expense and traveling time on the following basis:

1st trip – scheduled work rotation or 29 calendar days (1 day of travel + scheduled work rotation or 28 days on site thereafter)

2nd tour and thereafter – 1 day of travel + scheduled work rotation or 28 days on site thereafter)

An employee after having completed twenty-nine (29) calendar days shall be entitled to seven (7) calendar days leave of absence (exclusive of travel days to and from the site).

Traveling time and transportation expense will not be paid to employees who live (for a minimum of three (3) months prior to the start date of the job in question) within a forty (40) kilometre radius of the project site.

A travel free zone of twenty (20) kilometre radius will surround all out-of-town projects. Beyond this twenty (20) kilometre radius the rates as listed in the Article will apply to employees who are not local residents as defined above. The twenty (20) kilometre radius free zone will not apply to the initial and final trips to a project.

An employee is not entitled to transportation expense or traveling time if they are hired on the job.

C. Company supplied or arranged transportation (delay involved)

When an employee accepts transportation provided by or arranged by the Employer, they shall be entitled to travel time for any delay which may occur while in transit to or from the project site. Traveling time (for the duration of the delay only) will be at the employee's straight time rate (excluding Welfare, Pension and Trade Improvement Fund Contributions) for the actual delay hours to a maximum eight (8) hours pay for any twenty-four (24) hour period. Each eight (8) hours paid for continuous delay shall entitle the employee to one (1) day's Board Expense Refund.

In situations where employees are required to travel by plane or train to the job site, the transportation expense will be the equivalent of one (1) return fare plus actual travel time to a maximum (8) eight hours for any twenty-four (24) hour period at the employees' straight time rate of pay. If overnight travel by train is required, the Employer shall furnish a berth if such is available.

- D.** If other employees of the employer receive superior or additional travel, transportation, living cost, accommodations, subsistence or other travel related items the same shall be applicable to members of Local 222.

ARTICLE 28 – PAYDAYS, LAYOFFS, DISCHARGE AND EMPLOYEES QUITTING

- A. The regular payday shall be once a week on such a day as agreed between the Company and the Union. Wages shall be paid on Company time during regular assigned hours in cash, cheque or by direct deposit (as determined by the Employer) which will be negotiable without charge (on direct deposit, the Employer will deliver the payroll stub to the job site by pay day).
- B. Where Cement Masons are laid off or discharged they shall be paid in cash or by cheque or direct deposit which shall be negotiable at par and the payment shall be made immediately where possible but the payment shall be made or mailed (Priority Post or Registered Mail) not later than three (3) business days of the layoff or the next closest payroll period. In the case of employees working on large shutdown projects such period shall be extended by one (1) regular working day after termination of employment.

Records of employment shall be forwarded by Registered Mail, Priority Post or submitted electronically to Service Canada within five (5) business days of layoff or discharge or held at the Company's Office, whichever is designated by the employee.

Apprentices shall receive their Record of Apprenticeship and Transfer as soon as is practicable after layoff or discharge.

When an employee quits of their own accord, they shall be paid not later than one (1) business day of the regular pay day and records of employment shall be forwarded by Registered Mail, Priority Post or submitted electronically to Service Canada not later than five (5) business days of the regular pay day.

The parties agree that should an Employer fail to comply with the provisions of Article 28, a fifty percent (50%) penalty may be invoked by the Union, provided the Union has discussed the issue with the Employer and upon failure to reach a resolve the Union shall notify the Employer by fax or Priority Post that this clause will be enacted as of the date of notification.

- C. Cement Masons being laid off shall be given one (1) hours' notice of layoff during regular working hours and shall be paid the appropriate rate (i.e. straight time or overtime) during this time to gather their personal belongings, check in tools and pick up wages.

ARTICLE 29 – TOOLS AND SAFETY EQUIPMENT

- A.** The Employer will reimburse the employee for all reasonable losses associated with fire or theft (in the job trailer and/or gang box) of the employee's working clothes and working equipment at the work site (provided appropriate receipts are provided).

The Employer will reimburse the employee for all reasonable losses associated with fire of the employee's belongings and working equipment at a camp site (provided appropriate receipts are provided) to a one-time employee maximum of \$500.00. To qualify for the \$500.00 coverage an employee must submit a list of their personal effects, prior to becoming a resident of the camp, to their Employer.

- B.** On abnormally dirty maintenance, revamp and repair work, in which the employee's clothes may be abnormally or permanently damaged, the Employer shall supply and maintain the necessary protective clothing at no cost to the employee for all employees covered by this Agreement.
- C.** The Employer will supply all safety equipment as directed by the Manitoba Occupational Health and Safety Act.
- D.** The Employer shall supply all hand tools and equipment necessary to complete the job.

Employees are required to furnish the following tools:

- 1 - pointing trowel
- 2 - 14" trowel
- 2 - 16" trowel
- Margin Trowels
- 1 – ¾" single side edger
- 1 brush [excluding wash brush]
- 2 appropriate hand floats
- Spirit Level
- 1 - 25' Measuring Tape
- 1 – Claw Hammer
- Knee Pads

These tools are to be in serviceable condition. The Employer will replace trowels consumed on the job for epoxy work.

- E.** Bull floats, rubbing stones, wash brushes, rubber floats, rubber boots for working in wet concrete, and all protective clothing not normally worn by the Employee in his ordinary performance of work shall be supplied by the Employer at no cost to the Employee, and may be allotted on a charge out/refund basis.
- F.** The Employee will give their Employer an up-to-date inventory of their personal tools upon arrival on the job site. The Employer may at any time check for the correctness of such inventory.
- G.** Following a fire or break-in of the Lock-up, the Employer shall compensate the Employee for any real loss of their tools stored according to this Clause.

- H.** Tools listed from a. to e. when broken on the job, not through employee negligence, shall be replaced by the Employer provided the broken tool is immediately provided to the Employer at that time.
- I.** An employee may be deducted from their outstanding wages for cost of tools and equipment which the employee signed for and failed to return to the Employer.
- J.** The Employer shall provide a room of adequate size to be equipped with a heating device and an air conditioner unit where practicable in which employees will eat their lunch, have their coffee breaks and may change and dry their clothes on all jobs of sufficient length to justify the provision of such a room.
- K.** The Employer and the Union hereby declare their intent to conduct a safe and healthy operation. The Employers and employees recognize that all work will be performed in accordance with the Manitoba Workplace Safety and Health Act and its regulations and any amendments there in consideration of the mutual benefits likely to be obtained, safety meetings shall be held on all projects on a weekly basis or at any time deemed necessary for the purpose of improving the health and safety of employees.
- L.** If employees or the Union have specific sanitary concerns with respect to a job site where employees are working, these concerns will be immediately raised with the Employer. The Employer commits to addressing these concerns to the best of its abilities with the General Contractor/Project Manager.
- M.** The Employer shall furnish suitable fresh and cold where practical, drinking water from a piping system or from a clean, covered container having a drain faucet, together with disposable cups.
- N.** Where wash-up facilities are not provided, hand cleaners will be made available for the use of the employees.
- O.** The Employer shall supply work gloves which are seasonably and job appropriate to their employed Cement Mason.
- P.** As a safety precaution no Employee shall be required to work alone on the job outside regular working hours, except on sidewalks, slabs on ground at grade level or areas where, by mutual agreement, no hazard exists.

Q. All safety equipment, except hard hats [for work as defined as Industrial hard hats are supplied by the Employer] and safety boots, required by the OH&S regulations shall be provided to the Employee at no cost. Such safety equipment may be allotted to the Employee on a charge-out/refund basis. Employees shall report for work equipped with safety boots, hard hats for non-industrial work, and, if applicable, prescription safety glasses, which will meet the following standards

- Safety boots shall be CSA approved, Grade 1 [green triangle], in good condition, and at least 6 inches high from the sole of the boot.
- Prescription safety glasses shall be foam sealed frames compliant with CAN/CSA Z94.3 or ANSI Z87.1 or successor standards.
- Any specific requirements in addition to the above shall be required to be detailed as part of the dispatch request.

R. The Employer shall provide adequate clean respiratory equipment complete with new filters, a fit test and proper ventilation as required by the relevant Regulations when the Employee is performing a grinding operation or operating gas-powered equipment in an enclosed area.

ARTICLE 30 - FIRST AID

- A. The Employer shall comply with all provisions enacted by or under the Workers Compensation Board including the requirements to place First Aid Kits supplied on all job sites. Same to be inspected and kept fully supplied at all times by the Employer**

ARTICLE 31 : Apprenticeship and Training Trust Fund

The purpose of the Apprenticeship and Training Fund [ATF] and Program is to provide Apprentices the opportunity to acquire and improve their skills. The ATF and Program shall be administered by a Board of Trustees with equal representation from the Union and Employers.

(a) The Employer shall contribute to the ATF as per the applicable wage schedule for each and every hour worked at one dollar (\$1.00) by any Employee covered under the terms of this Collective Agreement. Such contributions are to be made by the Employer and no Employer shall deduct such contributions or any part thereof from an Employee's wages. Such contributions are a payment in excess of the wage rates set out in this Collective Agreement and do not constitute a payment of wages.

(b) Upon the wages of an Employee becoming due, the said contributions shall be calculated by the Employer and the gross contributions of the Employer for all hours worked by all Employees under the terms of this Collective Agreement in a month, up to and including the last pay period of the said month shall be forwarded by the Employer to the ATF not later than the 15th day of the month following, at such address as is determined by the Trustees from time to time.

SIGNATURE PAGE

SIGNED AND SEALED by the authorized officers on behalf of the members of the Operative Plasterer & Cement Masons International Association Union Local 222, and D.F. Barnes (full name) this 17 day of October, 2024.

D.F. Barnes Industrial I,TD.

Per Sean Ryan HR Manager

Per _____

SIGNED at Winnipeg, Manitoba this 17 day of October, 2024 on behalf of the OPCMIA Union Local 222 and its members.

Operative Plasterer & Cement Masons Union Local 222

Per [Signature]
Steve Stirrat
President

Per [Signature]
George Emery
Business Manager

LETTER OF UNDERSTANDING (LOU)-Progressive Discipline Guideline

This LOU attached to and forms a part of the Collective Agreement between the Employer and the Union.

“Progressive Discipline Guideline” will be implemented on all job sites where Local 222 members work for these Contractors. This Guideline will become effective on signing and will be posted at all affected job sites and will be provided to all employees prior to its implementation date.

In order for this guideline to be fair and equitable in its application, it is essential that the employee understand that they have the right to be accompanied by their Job Steward or another Local 222 member during all disciplinary meetings with their Supervisor. The employee may choose to waive this right, and if they do so, this point should be noted and signed off by the employee in question.

1. **VERBAL WARNING:** An employee who has committed an infraction is verbally warned and told that if the same infraction occurs again (within some specified period), the degree of disciplinary action will be increased.

Examples would be: minor safety policy violations, minor work-site disruptions, poor workmanship issues, attendance (reporting to work late) problems, verbal abuse to Supervisor and co-workers, etc.

2. **WRITTEN WARNING:** If the employee again commits the same or similar violation within the specified period (or possibly an unrelated infraction) the employee will be given a written warning which will be placed on their personnel file. The employee will be told that if any further misconduct occurs, the employee will be disciplined again, more severely.
3. **SUSPENSION AND FINAL WARNING:** If the employee again transgresses in the misconduct, they will be suspended from employment for a period of time without pay and will be given a final warning.

This warning clearly will normally specify discharge as the result of another infraction. This step may be repeated, however, for example, a one-day, then a five-day suspension.

4. **DISCHARGE:** If the employee again is guilty of misconduct (as outlined in Step 3), the employee may be discharged.

The employee may also be immediately discharged, at the Contractor’s discretion, for gross disciplinary conduct.

Examples of gross disciplinary conduct: fraud, severe Health and Safety policy violations, severe work place disruptions, workplace violence and/or intimidation, etc.

5. The Employer and the Union recognize that some instances of serious disciplinary misconduct might, in the circumstances, amount to just cause for a suspension or discharge, without prior warning. Examples might include fraud or theft, several health and safety violations, severe work place disruptions, violence and/or intimidation, etc., although in all cases the disciplinary penalty imposed is reviewable by an Arbitrator.

In accordance of the foregoing, the parties have affixed their signatures this 17 day of October, 2024.

FOR THE EMPLOYER

Sally R

Sabrina Parsons

HR Manager

FOR LOCAL NO. 222

George Emery

George Emery

Business Manager

APPENDIX "A" – REFERRED TO AT ARTICLE 2 OF THE COLLECTIVE AGREEMENT

The Cement Mason shall have jurisdiction over all classifications, including foremen and general foremen, who perform the following work without limitation:

(A) All concrete construction such as buildings, bridges, silos, elevators, smoke stacks, curbs and gutters, sidewalks, streets and roads, paving, alleys and roofs, of mass or reinforced concrete slabs and all flat surfaces of cement, rock asphalt, the placing, pouring and spreading and finishing of all types of bituminous concrete including all types of asphalt floors and pavements, the operation and control of all types of Vacuum Mats used in the drying of cement floors in preparing same for finish, the operations of laser screeds, roller screeds and any other mechanical screeds, all power driven floats and troweling machines shall be that of the Cement Mason. Cement Masons shall perform all mastic flooring work, whether laid free handed or in pre-cast form on the job; otherwise known as asphalt or mastic, tile, and all other types of resilient floor covering.

(B) Cement Masons shall perform the placing with material hose or chute or other device, screeding and finishing of all concrete and pervious concrete surfaces (including gunite, shotcrete and the handling of the cement gun or nozzle), the stamping, mechanical grinding and/or mechanical finishing (all equipment used to achieve a polish finish on new or existing surfaces and all work from preparation to finished product), coloring, sealing, curing, waxing including the forming and construction involved with any concrete countertop work (including additives and mosaics such as but not limited to glass and specialty aggregates and exposed aggregate), of concrete, including decorative finishes such as stenciling, staining, dyeing, densification, polishing, sandblasting, grinding and the washing of all concrete construction, the use of any color pigment when mixed with cement base material including all specialty finishes such as acids staining, alcohol stain, etc., in any other form; mosaic and nail coat whether done by brush, broom, trowel, float, or any other process including operation of machine for scoring floors, or any purpose they may be used for in connection with Cement Masons' trade. All custom and specialty imitation finishes, including but not limited to all ceramic materials, custom rock, brick and block veneer, imitation marble, stone, wood and any other imitation theme. All concrete repair, restoration and inspection work whether architectural or structural, including but not limited to coatings of cement and epoxy coatings of cement based, epoxy and urethanes, polyaspartics, concrete micro-toppings, polishable concrete micro-toppings, injections of epoxies and other repair materials and the use of fiber wrap and other materials used for the structural repair and renovation. Caulking of any type will be the work of the cement mason. Cement Masons shall have jurisdiction over the setting, building, fabricating and installation of all forms, perimeter forms, screeds, bulkheads, batter boards, pour strips, chamfer strips for the purpose of containing, shaping or molding concrete, grout, epoxy grout, or any exotic or cement-based material on a given line, shape or grade regardless of the composition of the form material. Formwork shall include but not be limited to foundations, sidewalks, curbs and gutters, steps, catch basin and drain inlets, walks, decks, stoops, approaches, etc. and shall include the preparation and setting of all screeds or lines and the use of the level, laser level, transit and builders level in connection with the forming, placement and finishing of all concrete and cement based surfaces or any other method used to determine grade elevation or line.

(C) sills, coping, steps, stairs, and risers and running all cement, epoxies, and plastic material 6" base or less shall be the work of Cement Masons, all preparatory work on concrete construction to be finished, rubbed, such as sandblasting, cutting of nails, wires, wall ties, etc. All concrete repair

processes including below grade and underground including the repair or modification in horizontal or vertical pipes and shafts, all vault pouring, pipe banding and shafting, patching, brushing, chipping and bush-hammering, rubbing or grinding if done by machine, diamond or carborundum stone of all concrete construction, setting of all strips, screeds, stakes and grades and curb forms and all glass set in cement. The pointing and patching and caulking around all steel or metal window frames that touch concrete and all concrete segments such as tilt wall and pre-cast. The laying and finishing of Gypsum Material Roof. All dry packing, damp packing, pouring of grout, grouting and the pouring, mixing, handling, placing and pumping of all liquid grouts, epoxy grouts, damming or backer rod, caulking including all prep work for caulking, forming and operation of pressure pots in connection with all grouting operations as well as any finishing where required, and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, tanks, base plates, column plates, pipe restraints and so forth, which is set on concrete foundations. The saw cutting, scoring of joints, expansion or control or the cutting of any line that will be finished back to in old or new concrete shall continue to be the work of the Cement Mason.

(D) All prefabricated and prestressed concrete construction on the job site and in the shop, including the supervision of same, such as sidewalks, steps, floor slabs, beams, joists, walls and columns, also the screeding, finishing, rubbing, grouting, pointing and patching of same. The finishing of all concrete surfaces by sandblasting, the washout method, bushhammering or any other method and the sealing of these same surfaces shall be the work of the Cement Mason.

(E) The curing of finished concrete, pervious concrete and grouting, wherever necessary, whether by chemical compounds or otherwise, shall be part of the jurisdiction of the Cement Mason. (F) All scarifying of concrete and underlayment's/ overpayments, for any purpose including but not limited to bush hammering, needle grinding, water blasting, air blasting and sanding.

(F) The placing, spreading, screeding, darbying, trowel finishing of all types of magnesium oxychloride cement composition floors, shall be the work of the Cement Mason: including all types of oxychloride granolithic or terrazzo composition floors, hand grinding or machine grinding; the preparation of all sub-floor surfaces; the mixing, handling and application of any and all bonding agents by any means or methods; bonding; the preparation and all installation of ground or base courses, steps and cove base. The purpose and intent of the six-inch base law must not be defeated. All magnesite composition installation work of the OPCMLA shall be done under the supervision of a competent and qualified Cement Mason.

(G) Cement Masons claim the waterproofing of all work included in their jurisdiction, such as Thoroseal, Ironite, Plasterweld and any similar products, regardless of the tools used or the method of application, or color of materials used, and regardless of the type of base these materials may be applied to. (I) The regulation of the size of the hand finishing trowel shall be a matter of local autonomy. (J) Wherever possible, all Cement Mason Locals are urged to negotiate into their agreements the following rules governing the use of machines and new equipment:

(H) Builder's Agreement Troweling and Floating Machines Wherever in the Local's jurisdiction a floating or troweling machine is operated on any floor, sidewalk, loading dock or any other flat surface where cement, concrete, or other plastic material is being placed and finished, a Cement Mason or Cement Masons must hand float or hand trowel, before and after each and every operation of such

machine or machines, including the final operation of said machine. Sufficient Cement Masons will be required to precede the operation of said machine or machines in order that the proper slab shall be made and the operator of such machine shall be a Cement Mason. Whenever a paving machine, concrete spreading machine, mechanical straightedge, multiple troweling machine, or similar type machine or new equipment is to be used on any type of work coming under the jurisdiction of the Cement Masons' Local Union, a pre-job conference will be held between the employer or his representative, and the business representative or representatives of the union on each specific job, for the purpose of determining the complement of cement masons needed to complete all of the work under the jurisdiction of the Cement Masons' Local Union. All such machines shall be operated under the supervision of a cement mason. The foregoing shall be strictly interpreted, construed and adhered to.

(I) Road Builders Agreement Whenever a curb machine, formless paving machine or any other new equipment is to be used, "upon any type of work coming under the jurisdiction of the Cement Masons' Local Union," a pre-job conference will be held between the employer or his representative and the business representative or representatives of the union on each specific job, for the purpose of determining the complement of Cement Masons needed to complete all of the work under the jurisdiction of the Cement Mason. The foregoing shall be strictly interpreted, construed and adhered to.

(J) Cement Masons shall also have jurisdiction over all work or processes which represent technological change, replacement, modification or substitution for the work described above. In addition, Cement Masons shall perform any and all work and use any and all new materials or techniques involved in cement construction including but not limited to what is known as green or sustainable construction technology.

(K) Cement Masons shall have jurisdiction over all cement-based three-dimensional (3D) printing used in the construction, maintenance, alteration, restoration, inspection and/or repair of any kind, regardless of the material or 3D printing process used. Cement Masons shall also have jurisdiction over the installation of the printed components, products or structures, as well as any traditional work of the Cement Mason once the installation is complete.

(L) Cement Masons shall also have jurisdiction over all preparatory, tending and cleanup work performed in connection with all work processes of the Cement Mason craft.

(M) Cement Masons shall have jurisdiction over all Building Information Modeling (BIM), computerized global positioning systems, computer-aided drafting and/or hand detail drawings for ceilings, floors, walls and all concrete or cement construction, repair, restoration and inspection of every description, kind and character.

APPENDIX "B"- TOTAL WAGE PACKAGE

**CEMENT MASON
EFFECTIVE PAY PERIOD FOLLOWING UNION SIGNING, 2024**

CLASSIFICATION		BASE RATE	VAC PAY & STAT PAY	HEALTH & WELFARE	PENSION	TRAINING	TOTAL WAGE PACKAGE
Journeyman		\$39.56	\$4.15	\$2.05	\$6.27	\$1.00	\$53.03
Foreman (3-man crew +Foreman)	\$5.00	\$44.56	\$4.68	\$2.05	\$6.27	\$1.00	\$58.56
Foreman (4-man crew + Foreman)	\$7.50	\$47.06	\$4.94	\$2.05	\$6.27	\$1.00	\$61.32
General Foreman	\$15.00	\$54.56	\$5.73	\$2.05	\$6.27	\$1.00	\$69.61
Level 2 (TT) Apprentice	85%	\$33.63	\$3.53	\$2.05	\$6.27	\$1.00	\$46.48
Level 2 No (TT) Apprentice	75%	\$29.67	\$3.12	\$2.05	\$6.27	\$1.00	\$42.11
Level 1 Apprentice	65%	\$25.71	\$2.70	\$2.05	\$6.27	\$1.00	\$37.73

CEMENT MASON 2025

Effective May 5th, 2025, INCREASE \$1.20 through to May 3rd, 2026

CLASSIFICATION		BASE RATE	VAC PAY & STAT PAY	HEALTH & WELFARE	PENSION	TRAINING	TOTAL WAGE PACKAGE
Journeyman		\$40.46	\$4.25	\$2.10	\$6.42	\$1.00	\$54.23
Foreman (3-man crew + Foreman)	\$5.00	\$45.46	\$4.77	\$2.10	\$6.42	\$1.00	\$59.75
Foreman (4-man crew +Foreman)	\$7.50	\$47.96	\$5.04	\$2.10	\$6.42	\$1.00	\$62.52
General Foreman	\$15.00	\$55.46	\$5.82	\$2.10	\$6.42	\$1.00	\$70.80
Level 2 (TT) Apprentice	85%	\$34.39	\$3.61	\$2.10	\$6.42	\$1.00	\$47.52
Level 2 No (TT) Apprentice	75%	\$30.35	\$3.19	\$2.10	\$6.42	\$1.00	\$43.05
Level 1 Apprentice	65%	\$26.30	\$2.76	\$2.10	\$6.42	\$1.00	\$38.58

CEMENT MASON 2026

Effective MAY 4th, 2026, TO APRIL 30TH, 2027 Increase \$1.20

CLASSIFICATION		BASE RATE	VAC PAY & STAT PAY	HEALTH & WELFARE	PENSION	TRAINING	TOTAL WAGE PACKAGE
Journeyman		\$41.37	\$4.34	\$2.15	\$6.57	\$1.00	\$55.43
Foreman (3-man crew + Foreman)	\$5.00	\$46.37	\$4.87	\$2.15	\$6.57	\$1.00	\$60.96
Foreman (4-man crew + Foreman)	\$7.50	\$48.87	\$5.13	\$2.15	\$6.57	\$1.00	\$63.72
General Foreman	\$15.00	\$56.37	\$5.92	\$2.15	\$6.57	\$1.00	\$72.01
Level 2 (TT) Apprentice	85%	\$35.16	\$3.69	\$2.15	\$6.57	\$1.00	\$48.58
Level 2 No (TT) Apprentice	75%	\$31.03	\$3.26	\$2.15	\$6.57	\$1.00	\$44.01
Level 1 Apprentice	65%	\$26.89	\$2.82	\$2.15	\$6.57	\$1.00	\$39.43

RESTORATION ANNEX

General

RA 1. This Annex attaches to and forms part of the Cement Masons' Collective Agreement and is enforceable as such. This Annex applies to Restoration or Restoration Steeple Jack Work as is hereinafter defined.

RA 2. The term of this Annex shall be the term of the Cement Masons' Collective Agreement and subsequent revisions in collective bargaining will form a part of the renewal bargaining of the Cement Masons' Collective Agreement and be adopted for this Annex.

RA 3. The terms of the Cement Masons' Collective shall govern the employment of employees, wages, and working conditions for such employees working on Restoration or Restoration Steeple Jack unless specifically modified by this Annex.

Application

RA 4. This Annex shall apply to:

(a) Restoration Steeplejacks

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

tube and clamp scaffold and cantilever/needle scaffold and including any overhead protection, weather enclosure, debris or material containment systems/enclosures installed with, on or in conjunction with such scaffolding); swing stages; bosun's chairs and any other temporary or permanent work platform or devices used in the performance of the claimed in this agreement. The repairing, replacement and restoration of all materials, whether brick, stone or concrete and including the installation of new brick, stone or concrete elements undertaken as part of a masonry restoration project. The operation of forklifts, skid steers, telehandlers, aerial work platforms, manlifts, scissor lifts and such other power operated, or manual equipment used for the hoisting and movement of materials and/or personnel in the performance of the work claimed herein.

(b) Garage Workers

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

The preparation and application of all materials necessary to all waterproofing and the preparation of all surfaces to receive same, whether done pneumatically, mechanically, or by hand methods; The preparation and application of all clear and opaque weatherproofing materials and the preparation of all surfaces to receive same; sandblasting, and acid etching for application of waterproofing; weatherproofing, caulking and pointing materials, vapour barriers, membranes and waterproof paint, etc. preparation for the application of polymeric compounds for the repair of concrete, brick and steel surfaces, etc. including pressure injection, patching, coatings, traffic toppings, etc.; the rigging for all materials used and work to be performed; all methods of cleaning, interior and exterior; repairing, replacement and restoration of all materials, whether brick, stone, concrete, the inspection and maintenance repairs of common brick, radial brick, or concrete; the sandblasting of and painting of structures, etc. all common to the parking garage business. All work in connection with the handling, erecting, installation, operation, dismantling, alteration and adjusting (including the operation of any equipment required to perform this work) of all types of: scaffolding (including but not limited to system scaffolding, bricklayers' scaffold, tube and clamp scaffold and cantilever/needle scaffold and including any overhead protection, weather enclosure, debris or material containment systems/enclosures installed with, on or in conjunction with such scaffolding); swing stages; bosun's chairs and any other temporary or permanent work platform or devices used in the performance of the claimed in this agreement. The repairing, replacement and restoration of all materials, whether brick, stone or concrete and including the installation of new brick, stone or concrete elements undertaken as part of a masonry restoration project. The operation of forklifts, skid steers, telehandlers, aerial work platforms, manlifts, scissor lifts and such other power operated, or manual equipment used for the hoisting and movement of materials and/or personnel in the performance of the work claimed herein.

(c) Interior/Exterior Renovation and Restoration

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

The preparation and application of all materials necessary to all waterproofing and the preparation of all surfaces to receive same, whether done pneumatically, mechanically, or by hand methods; The preparation and application of all clear and opaque weatherproofing materials and the preparation of all surfaces to receive same; sandblasting, and acid etching for application of waterproofing; weatherproofing, caulking and pointing materials, vapour barriers, membranes and waterproof paint, etc.; All woodworking, drywall and plaster repair including pressure injection, patching, coatings and the rigging for all materials used and work to be performed; All methods of cleaning, interior and exterior; repairing, replacement and restoration of all materials, whether brick, stone, concrete, wood, plastic, and metal; The repair and restoration of all material due to Wind, Water and Fire damage. All work in connection with the handling, erecting, installation, operation, dismantling, alteration and adjusting (including the operation of any equipment required to perform this work) of all types of: scaffolding (including but not limited to system scaffolding, bricklayers' scaffold, tube and clamp scaffold and cantilever/needle scaffold and including any overhead protection, weather enclosure, debris or material containment systems/enclosures installed with, on or in conjunction with such scaffolding); swing stages; bosun's chairs and any other temporary or permanent work platform or devices used in the performance of the claimed in this agreement. The repairing, replacement and restoration of all materials, whether brick, stone or concrete and including the installation of new brick, stone or concrete elements undertaken as part of a masonry restoration project. The operation of forklifts, skid steers, telehandlers, aerial work platforms, manlifts, scissor lifts and such other power operated, or manual equipment used for the hoisting and movement of materials and/or personnel in the performance of the work claimed herein.

(d) Hydro Demolition

Hydro Demolition Technician will be a Journeyman restoration member and paid three (\$3.00) dollars shift premium above Journeyman hourly rate. Hydro Demolition Technician will be the member that controls the maintenance, set up and operation of the Hydro Demolition equipment. They will only receive the premium when they are working with the equipment for maintenance, set up and operation of the equipment. The operation of forklifts, skid steers, telehandlers, aerial work platforms, manlifts, scissor lifts and such other power operated, or manual equipment used for the hoisting and movement of materials and/or personnel in the performance of the work claimed herein.

(e) Sandblasting

This schedule shall apply to employers engaged in the performance of sandblasting and vacuum blasting of all metal, steel and cast surfaces and welds, painted or unpainted, including but not restricted to furnaces, storage tanks, piping and conduits and the maintenance of all related equipment and on all surfaces in the ICI and non-ICI projects. All work in connection with the handling, erecting, installation, operation, dismantling, alteration and adjusting (including the operation of any equipment required to perform this work) of all types of: scaffolding (including but not limited to system scaffolding, bricklayers' scaffold, tube and clamp scaffold and cantilever/needle scaffold and including any overhead protection, weather enclosure, debris or material containment systems/enclosures installed with, on or in conjunction with such scaffolding); swing stages; bosuns chairs and any other temporary or permanent work platform or devices used in the performance of the claimed in this agreement.

	Wage	Vac. Pay	Total Wage	H & W	Pension	Training	Total Package
May 1, 2024	37.82	3.97	41.79	2.05	3.25	1.00	48.09
May 1, 2025	38.82	4.08	42.90	2.05	3.50	1.00	49.45
May 1, 2026	39.82	4.18	44.00	2.10	3.70	1.00	50.80

Hiring

RA 5. In addition to the hiring prerogatives in the Cement Masons' Collective Agreement the Employer may:

- A. A Union Job Referral Slip is required for any employee placement covered under this agreement.

GOOD STANDING:

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

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

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

Enabling

RA 6. To improve the competitive position of our Union Contractors and Employees, upon request by a Contractor, the Union shall be empowered to negotiate adjustments and/or any changes to the Collective Agreement project by project. The Union will respond to the written request within four (4) business days.

Additional Classifications

RA 7. The following additional classifications may be required in order to complete Restoration Steeple Jack work, those additional classifications are described below:

A. Vehicle Driver:

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

A vehicle driver shall have three levels of qualifications:

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

b. Ground man:

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

c. Parking Garage Worker

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

Occupied Buildings or Premises Clause(s)

RA 8. Where an owner requires that work be done outside regular business hours, such work may be performed at straight time as set out below:

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

- E. All hours worked outside of RA 8 A.-D. shall be deemed to be overtime and paid at the applicable overtime rate.

Tools and Safety Equipment

RA 9. Employees shall provide tools required to complete work assignments as is set out below:

- A. All employees must supply their own C.S.A. Green Tag Safety Boots.
- B. All employees will receive a boot allowance for C.S.A. Green Tag Safety Boot. The amount for Safety boots will be Two (\$200) hundred dollars. All members that work for a contractor for a period of 12 months are entitled to this Safety boot allowance. This will include any member being laid off for seasonal and returning the following season. If the member does not return the following season, they are not entitled to the boot allowance. Worker must provide original receipt to be compensated for the cost up to two (\$200) Hundred dollars.
- C. Under the terms of this agreement, the Employer will supply all new Employees with a new harness, lanyard and rope grab. After these employees have completed five hundred (500) hours and joined the Union, these employees will be required to buy subsequent harnesses, lanyards and rope grabs at 50% of the employer's original cost.
- D. The Employer will supply safety goggles, safety rubber boots, wet suits and any other required safety equipment.
- E. Tools required during training and which all workers shall have:

1 - Club Hammer 1 - Brick Trowel 1 - Steel Float 1 of each slicks - 1/4", 3/8", 1/2", 5/8", 3/4" 1- Masonry Hawk 1- 2' Level	1- Pointing Trowel 1- Tape Measure 1- Wood Float 1- 2" Square Trowel 1- 4' Level 1 each of 2", 4" and 6" masonry chisels
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The Employer will replace all above equipment when worn or destroyed by abnormal and unusual wear and tear of the tool upon presentation of the worn-out item.

PARKING GARAGE WORKER

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

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

SKILLED SANDBLASTER

Journeyman Sandblaster (100% of Journeyman Restoration Rate)

Sandblaster Apprentices are (100% of Apprentice Restoration Rate)

GROUNDMAN/VEHICLE DRIVER

- 1) 1st year of employment 67.6%
- 2) 2nd year of employment 70%
- 3) 3rd year of employment 80%

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

May 01 2024	Wage	Vac. Pay	Total Wage	H & W	Pension	Training	Total Package
Journeyman (90%)	34.04	3.57	37.61	2.05	2.83	1.00	43.49
Level 2(85%) (TT)	32.15	3.38	35.53	2.05	2.47	1.00	41.04
Level 2 (75%) No (TT)	28.37	2.98	31.35	2.05	2.18	1.00	36.57
Level 1 (65%)	24.58	2.58	27.16	2.05	1.89	1.00	32.10
May 01 2025	Wage	Vac. Pay	Total Wage	H & W	Pension	Training	Total Package
Journeyman (90%)	34.93	3.66	41.34	\$2.05	\$3.05	\$1.00	\$47.44
Level 2 (85%) (TT)	33.00	3.46	36.46	2.05	2.66	1.00	42.17
Level 2 (75%) No (TT)	29.12	3.06	32.17	2.05	2.35	1.00	37.57
Level 3 (65%)	25.23	2.65	27.88	2.05	2.03	1.00	32.96
May 01 2026	Wage	Vac. Pay	Total Wage	H & W	Pension	Training	Total Package
Journeyman (90%)	\$35.84	3.76	39.60	\$2.10	\$3.22	\$1.00	\$45.92


Level 2 (85%) (TT)	33.85	3.55	37.40	2.10	2.81	1.00	43.31
Level 2 (75%) NO(TT)	29.87	3.14	33.00	2.10	2.48	1.00	38.58
Level 1 (65%)	25.88	2.72	28.60	2.10	2.15	1.00	33.85

SIGNED ON BEHALF OF:

The Employer

The OPCMIA Local 222

Per: 

Per: 

Title: HR Manager

Title: Business Manager