

# MASONRY COLLECTIVE AGREEMENT

AN AGREEMENT BETWEEN

MASONRY CONTRACTORS' ASSOCIATION OF TORONTO

AND

BRICKLAYERS, MASONS INDEPENDENT UNION OF CANADA, LOCAL 1

AND

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

AND

MASONRY COUNCIL OF UNIONS TORONTO AND VICINITY

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**EFFECTIVE**

**MAY 1, 2019 – APRIL 30, 2022**

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**THIS AGREEMENT MADE AND ENTERED INTO THIS 1<sup>ST</sup> DAY OF MAY, 2019**

**B E T W E E N:**

**MASONRY CONTRACTORS' ASSOCIATION OF TORONTO ON BEHALF OF ALL ITS MEMBERS**

(hereinafter called the "Employer")

- and -

**BRICKLAYERS, MASONS INDEPENDENT UNION OF CANADA, LOCAL 1**

(hereinafter called the "Union")

- and -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183**

(hereinafter called the "Union")

- and -

**MASONRY COUNCIL OF UNIONS TORONTO AND VICINITY**

(hereinafter called the "Union")

WHEREAS the Masonry Contractors' Association of Toronto, acting on behalf of the Companies whose names appear on the attached Schedule of Employers and the Union wish to make a common Collective Agreement with respect to certain employees of the Employers engaged in construction as defined in Article 1 of this Agreement and to provide for and ensure uniform interpretation and application in the administration of this collective bargaining agreement; and

WHEREAS, in order to ensure uniform interpretation and application of the Collective Agreement, the said Union recognizes the formation by the Employers of the Masonry Contractors' Association of Toronto and agrees to deal with the said Association as the sole and exclusive agent of the Employers who are members thereof in the negotiation and administering a common Collective Agreement and agrees not to negotiate with any of the said Employers on an individual or collective basis; and

WHEREAS, the Employers recognize the Union as the collective bargaining agent with respect to the employees of the Employers covered by this Agreement;

NOW THEREFORE it is agreed as follows:

The general purpose of this Agreement is to establish mutually satisfactory relations between the Employers represented by the Masonry Contractors' Association of Toronto and their employees, to provide a means for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work for all employees who are subject to its provisions.

## ARTICLE 1 - RECOGNITION

- 1.01 The term Union when used in this Collective Agreement means all of the Unions which are party to the Agreement.

The Employer recognizes the Masonry Council of Unions Toronto and Vicinity on behalf of its members, the Labourers' International Union of North America, Local 183, and the Bricklayers, Masons Independent Union of Canada, Local 1 as the sole and exclusive bargaining agent for all employees of the Employer, including all foremen, bricklayers, stonemasons, bricklayers' and stonemasons' apprentices, bricklayers' and stonemasons' assistants, bricklayers' and stonemason's assistants' learners, forklift drivers and forklift driver learners, tarpers and tarpers' helpers, as defined in Schedule "A", engaged in construction in all sectors of the construction industry in the Province of Ontario, save and except the industrial, commercial and institutional sector, and save and except those persons above the rank of foreman, office and clerical staff.

In addition to the bargaining rights set out above, the Employer further recognizes Local 183 to be the exclusive bargaining agent for all employees covered by the Collective Agreements listed in Article 25 herein.

- 1.02 The Union shall forthwith supply to the Masonry Contractors' Association of Toronto a list of those contractors engaged in the performance of work of the type covered by this Agreement which are in contractual relations with the Union and are not members of the Masonry Contractors' Association of Toronto. Such list shall be revised, as necessary, by the Union and provided to the Association on a monthly basis. The Parties agree that the Members Benefit Plan currently sends copies of the Contribution Reports to the MCAT on a monthly basis on behalf of all contributing Employers. The Employer agrees that receipt of such Contribution Reports constitutes notice of such List of Contractors which are not members of MCAT.

- 1.03 Work covered by this agreement includes the following:

- (a) The laying of brick or block made from any material and/or any other substitute material, in any structure or form of work where bricks are used.
- (b) All cutting of joints, pointing, cleaning and cutting of brick walls, fire proofing, brick-arching, terra-cotta cutting and setting, the laying and cutting of all tile, plaster, mineral wool, cork blocks and glass masonry, or any substitute for the above materials, the cutting, rubbing and grinding of all kinds of brick and the setting of all cut stones trimmings on brick buildings.
- (c) Cutting and pointing of cement blocks, artificial stone, and all cement blocks that are used for backing of external walls, the building of party walls, columns, girders, beams, floors, stairs, arches, and block partitions.
- (d) Preparation and erection of plastic castables or any refractory materials.
- (e) All cork installation and substitutes therefore where cement or otherwise adhesive materials are used when such work is installed in floors, walls, partitions, roofs and ceilings insulation, including the cutting of closures to fill out courses.

- (f) Laying all rubble work with or without mortar, setting all cut stone, marble or slate or stone work (meaning as to stone: any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exteriors of buildings by Architects, and customarily called "Stone" in the trade).
- (g) Cutting all shoddy, broken ashlar or random ashlar, that is roughly dressed upon the beds and joints and range ashlar not over ten inches in height; the dressing of all jambs, corners and ring stones that are roughly dressed upon the bed, joints or reveals and the cutting of a draft upon same for plumbing purposes only; and the cleaning and pointing of stone work; this is to apply to all work on buildings, sewers, bridges, rail roads, bulkheads, breakwaters, jetties, playgrounds, parks, landscaping and curbing of other public works, and to all kinds of stone, particularly to the product of the locality where the work is being done.
- (h) The unloading, mixing, handling and conveying of all materials used by bricklayers and stonemasons including but not limited to refractory by any make or method on the job site.
- (i) The unloading, erecting, dismantling, moving and adjustment of all scaffolds on the job site.
- (j) The starting, stopping, fuelling, oiling, cleaning, operating and maintenance of all mixers, compressors, mortar pumps, forklifts, tuggers and other electrical and mechanical devices on the job site.
- (k) All pointing and cleaning on new buildings is to be done by members of the Union providing the Union can supply capable employees to perform this work.
- (l) Attaching and/or affixing thin-set brick or thin-set veneer.
- (m) Installation of cementitious board (such as Hardyboard).
- (n) The installation of all air vapour barrier and insulation behind brick, block or masonry.
- (o) The covering, tarping, or un-tarping of all scaffolding necessary to allow the bricklayer to work.

Together with any work incidental to same.

All of the above is agreed to be work coming within the jurisdiction of the Union. In the event that new materials and/or technologies enter the field, the Parties agree to meet and discuss such developments for the purpose of maintaining the work and craft jurisdiction of this Collective Agreement.

- 1.04 The parties recognize the importance of maintaining fair competition amongst companies bound to Collective Agreements covering the same industry. The Union agrees that it will only enter into Collective Agreements, covering work of the type covered by this Agreement, which provide that the other party agrees to be bound to the terms and conditions of this Collective Agreement.



## **ARTICLE 2 - UNION SECURITY AND CHECK-OFF OF UNION DUES**

2.01 All employees shall, when working in a position within the bargaining unit described in Article 1 hereof, be required, as a condition of employment, to be a member of the Union and obtain a clearance slip from the Union as follows:

- (a) When an Employer hires a new employee, he will advise the Union, verbally or in writing (including email or text message), prior to the employee commencing work, giving the employees name, his start date and the job site where he will be working.
- (b) The employee will be required to obtain a clearance slip from the Union and provide it to the Employer within seventy-two (72) hours to prove that he is a member of the Union in good standing and shall be required to maintain membership in good standing while working within the bargaining unit for the duration of this Agreement.
- (c) The Union agrees that it will not act unreasonably or in an arbitrary or discriminatory manner in accepting members or issuing clearance slips pursuant to the provisions of this Article 2.01.
- (d) If the Employer fails to advise the Union pursuant to Article 2.01 (a) or fails to obtain a clearance slip pursuant to Article 2.01 (b) above, then the Employer shall pay the Union, as liquidated damages, the sum of Two Hundred and Fifty Dollars (\$250.00) per day for each employee for each day worked prior to said employee obtaining and presenting the required clearance slip. Such damages will be in addition to any obligation that the Employer may have to the worker, the Union, or any of the trust funds referred to in this agreement, in respect of any work performed.

### **2.02 Union Dues and Working Dues**

- (a) Each employee shall, when working in a position within the bargaining unit described in Article 1 above, be required as a condition of employment to have his regular monthly Union Dues and any required Working Dues checked off and the Union agrees to duly inform the Employer and the Masonry Contractors' Association of Toronto of the amounts of such Union Dues and Working Dues and any changes in the amounts one (1) month prior to the effective date. The Employer agrees to make such deductions from the first pay issued to the employees each calendar month and to remit the same to the Union not later than the fifteenth (15<sup>th</sup>) day of the same month to the Secretary-Treasurer of the Union. The Employer shall, when remitting such dues, name the employees and their Social Insurance Numbers from whose pay such deductions have been made.
- (b) The Employer agrees to deduct OPDC dues from each employee's pay cheque. The amount of the OPDC dues shall be fifteen cents (\$0.15) per hour. Such amounts shall be remitted monthly, along with the pension and CECOF contributions, to the Labourers' Pension Fund of Central and Eastern Canada. Upon receiving notice from the Union that the amount of the OPDC dues are to

be increased, the Employer shall deduct the increased amount commencing the month following the notice.

### 2.03 Working Dues

The Employer shall deduct from the pay of each employee covered by this Agreement weekly and shall remit the same monthly by the fifteenth (15<sup>th</sup>) day of the month following the month for which they are due, three percent (3%) of gross wages as directed by the Union as Working Dues and shall be remitted to the Secretary-Treasurer of LIUNA, Local 183 to be distributed to the members of the Council.

**Clarity Note:** For the purpose of clarity, it should be noted that the wage rates as shown in this Agreement include the Working Dues.

- 2.04 (a) All bargaining unit work normally performed by the classifications of employees listed in the attached Schedule "A" shall be performed only by members of the bargaining unit except as specifically provided herein.
- (b) It is understood and agreed that employers who are members of the Union or who become members of the Union covered by this Collective Agreement shall not be allowed to participate in the administration of the Union when engaging in work covered by this Agreement as a contractor.
- (c) Notwithstanding the provisions of Article 2.04 (a), it is understood and agreed that up to two (2) partners or shareholders of a firm or company shall be permitted to perform work normally performed by members of the bargaining unit provided they become members of the Union in accordance with paragraph (b) above, and in accordance with the rights, terms, obligations and conditions of the Agreement herein.
- (d) Where members of management are working pursuant to Article 2.04 (c) above, they must be listed on the Monthly Contribution Report, and the Company must make contributions for a minimum of 140 hours per month, for Twelve (12) months a year. If the Members Benefit Fund increases the number of hours necessary to remain in benefits, the Union shall advise MCAT of the change, and the number of hours shall be amended effective 2 months from the date of the notice.
- (e) In the alternative to (d) above, members of management may contribute in respect of their actual hours worked. In such circumstances all other provisions of the collective agreement, including those relating to time cards, must be complied with. It is understood that management members cannot self-pay for benefits, and that members of management may therefore not qualify for health and welfare or other benefits if they do not work enough hours should they elect to apply this paragraph rather than (d) above.

**Note:** An employer may make an election under (e) in January of each calendar year. If no election is made in writing subparagraph (d) shall apply.

### ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union agrees and acknowledges that it is the exclusive function of the Employer to manage his enterprises and without limiting the generality of the foregoing:

- (a) To conduct and determine the nature of his business in all respects, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to assign work, to determine the kinds and location of machinery, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;
- (b) To hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been disciplined or discharged without reasonable cause, shall be subject to the provisions of the grievance procedure;
- (c) To make, alter from time to time and enforce reasonable rules of conduct and procedure to be observed by the employees.

It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

### ARTICLE 4 - GRIEVANCE PROCEDURE

4.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

4.02 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

#### Step No. 1

Within ten (10) working days after the circumstances giving rise to the grievance occurred or originated, the aggrieved employee with his business representative may present his grievance, which shall be reduced to writing, to the Employer. Should no settlement satisfactory to the employee be reached within five (5) full working days, and if this grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be submitted to arbitration as provided in Article 5 below any time within ten (10) working days thereafter but not later.

4.03 Grievances dealing with alleged violations of payment for hours of work, rates of pay, overtime, premiums (shift and compressed air), traveling expenses, room and board allowances, reporting allowances, but not including grievances arising out of classification assignment, may be brought forward at Step No. 1 within twenty-eight (28) days after the circumstances giving rise to the grievance occurred or originated. Grievances dealing with payment of Pension contributions, Welfare contributions, Industry Fund contributions and dues, may be brought forward at Step No. 1 within ninety (90) days after the circumstances giving rise to the grievance became known or ought reasonably to have become known to the Union. It is further understood that the



adjustment of any such grievance may be retroactive to the first day of alleged violation within the twenty-eight (28) day period.

4.04 The written grievance shall contain a statement of the nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated and may not be subject to change at a later date. The Union shall provide the Association with a copy of any grievance filed against an individual Employer.

4.05 (a) Effective May 1, 2019 this article will apply where the Union files a grievance which alleges:

(i) That the Employer has hired non-union employees and/or has contracted or subcontracted work to companies which are not in contractual relations with the Union;

(ii) That the Employer has not paid its employees the proper wages owing under this Collective Agreement and/or not remitted all hours of work to the Union and its various trust funds as required by the Collective Agreement; or

(iii) That the Employer has banked hours, paid monies by separate cheques or otherwise made irregular payments without listing such payments on the required pay stubs, and without making all required deductions or contributions in respect of such documents.

(b) At any time after the filing of the grievance, the Union may request, and the Employer shall produce the following documents which are arguably relevant to the issues raised in the grievance: payroll ledger and/or payroll register or its equivalent, together with supporting documents; EFT File or Direct Deposit ledger; T4 slips and T5018 slips and supporting schedules; T4 summary; CRA Employer Source Deductions Report PD7A; time cards; pay stubs; all cancelled cheques during the period; WSIB monthly report; and Notices of Project Starts. Where the listed payroll documents do not exist, the Employer shall provide all of the listed documents which do exist together with copies of their bank records for all bank accounts held by the Employer. The Employer shall produce each of the requested documents for such time period as requested by the Union, up to six (6) months prior to the date of the Grievance. It is understood that the Employer may redact and/or is not required to disclose dollar values for management salaries, or on transactions which are not related to bricklaying or masonry.

Where requested, the Employer shall produce such documents within fifteen (15) days of the request. At the Employer's discretion the documents may be made available for the Union's review at the Employer's office within the fifteen (15) day period. It is understood that the Union may request, and the Employer shall provide, copies of documents which are inspected. Such documents will be admissible in any arbitration hearing if the Grievance is not resolved.

- (c) If the Employer fails to produce the documents requested under subparagraph (b) or make them available for inspection by the Union, within the fifteen-day time limit, then the Employer will forthwith pay to the Union Liquidated Damages in the amount of Fifteen Thousand Dollars (\$15,000.00). Where the documents have still not been produced the Employer will pay to the Union Liquidated Damages of Ten Thousand Dollars (\$10,000.00) per day calculated from the sixteenth day from the date of the Grievance and continuing.
  - (d) The parties agree that this Article is applicable to any grievance filed during the 2019-2022 Collective Agreement. It is expressly understood that Grievances relating to violations which occurred after May 1, 2019 may request documents relating to violations which occurred during the 2016 - 2019 Collective Agreement subject to the limit in (b) above.
  - (e) This Article shall remain in effect until April 30, 2022 and shall not be included in the renewal agreement for the period May 1, 2022 to April 30, 2025 unless the parties expressly agree to extend its operation.
- 4.06 In determining the time which is allowed, Saturdays, Sundays and Statutory Holidays shall be excluded; however, any time limit may be extended by agreement in writing.
- 4.07 In the event the Union does not pursue a grievance in a reasonable manner or time, such grievance shall be deemed abandoned.
- 4.08 It is understood and agreed that the Union, including the Union's Collection Control Office, shall provide the following to the Masonry Contractors' Association of Toronto:
- (a) Copies of all grievances filed relating to work of the type covered by this Collective Agreement whether filed against an Employer member of the Association or company that is not a member of the Association;
  - (b) A copy of all applications made to the Ontario Labour Relations Board relating to companies which are performing work of the type covered by this Collective Agreement whether or not the company is a member of the Association;
  - (c) Copies of settlements reached relating to the matters referred to in paragraphs (a) and (b) above whether or not the company is a member of the Association. Such settlement documents shall provide full details of the settlement reached including information regarding the disposition of any Industry Funds;
  - (d) It is agreed that the Union and the Union's Collection Control Office is providing all of the information set out in paragraphs (a), (b) and (c) above to the Executive of the Masonry Contractors' Association of Toronto only and that such information is confidential and shall not be supplied to any company, or other person or entity by the Executive. Should this Agreement concerning confidentiality be violated by the Masonry Contractors' Association of Toronto, and/or any member of its' Executive and/or any of its' members, then it is further agreed that this Article, and the requirements of the Union and the Union's Collection Control Office to provide information under this Article, shall immediately become null and void.

- 4.09 The parties have provided for an Expedited Procedure to deal with issues which may arise under the terms of this Collective Agreement set out in Schedule "C" as the Bricklaying Enforcement System. It is agreed that where any matter is properly dealt with under the Bricklaying Enforcement System and there is a conflict between the terms of this Article and/or Article 5 and the procedures set out in the Bricklaying Enforcement System, the terms and procedures established by the Bricklaying Enforcement System shall prevail.

## ARTICLE 5 - ARBITRATION

- 5.01 The parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article 4 above and which has not been settled, may be referred to Arbitration.
- 5.02 A grievance may be referred to arbitration pursuant to any of sections 48, 49 or 133 of *the Labour Relations Act* by the grieving party. The parties may also agree to refer the grievance to a mutually selected single arbitrator, or pursuant to the Bricklaying Enforcement System.
- 5.03 Each of the parties to a grievance shall bear the expense and disbursements of a single arbitrator selected by them under Article 5.02.
- 5.04 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 5.05 (a) The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated, shall be set out in the written record of the grievance and may not be subject to change in later steps.
- (b) If advantage of the provisions of Articles 4 and 5 is not taken within the time limits specified therein or as extended in writing, as set out above, the grievance shall be deemed to have been abandoned and may not be re-opened.
- 5.06 In addition to the above procedures, a grievance arising under any provisions of this agreement may be referred to the expedited arbitration procedures established by Bricklaying Enforcement System attached hereto as Schedule "C". It is further agreed that the terms and provisions of the Bricklaying Enforcement System form part of this Agreement and the terms and conditions of the Bricklaying Enforcement System may be interpreted and applied by any Arbitrator or Board of Arbitration with jurisdiction arising out of this agreement, the Bricklaying Enforcement System or the Ontario *Labour Relations Act*.

## ARTICLE 6 - MANAGEMENT AND UNION GRIEVANCES

- 6.01 It is understood that the Employer may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to arbitration in the same way as a grievance of any employee.



- 6.02 A Union grievance which is defined as an alleged violation of this Agreement involving a number of employees in the bargaining unit in regard to which a number of employees have signified an intention to grieve, or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward in accordance with Article 4 - Grievance Procedure, and if it is not settled, it may be referred to an Arbitrator in the same manner as a grievance of an employee.

## ARTICLE 7 - BUSINESS REPRESENTATIVE AND UNION STEWARD

- 7.01 The Business Representatives of the Union shall have access to all working areas in which the Employer is working during the working hours, but in no case shall his visits interfere with the progress of the work. While visiting a job, he will first advise the superintendent, foreman or other supervisory personnel of the Employer.
- 7.02 (a) No discrimination shall be shown against any Business Representative and/or Union Steward for carrying on his duties, but in no case shall his duties interfere with the progress of work. It is agreed that a Union Steward may be appointed from amongst the employees working for the Employer on the basis of one (1) Union Steward for every subdivision which the Employer has. The Employer will recognize such Union Steward provided the Union has advised the Employer in writing of the name of the Steward. In the event of a lay-off of more than one (1) working day, the Union Steward shall be one of the last two (2) men retained by the Employer, if competent to perform the available work remaining. It is agreed that the Union Steward will not be excluded from overtime work, provided he is qualified and able to do the work required. In the event of a recall of laid-off employees, the Union Steward shall be one of the first two (2) men recalled by the Employer provided he is qualified and able to do the work.
- (b) In the event of repeated delinquencies by an Employer in the payment of wages, remittal of contributions such as Welfare, Pension, Regular Monthly Union Dues and Hourly Working Dues, Prepaid Legal, Health Safety Apprenticeship and Training and Industry Fund, the Union shall have the right to dispatch and appoint a Union Steward who is not at the time of his appointment on the payroll of the Employer and the Employer shall immediately employ such Union Steward upon notification by the Union of his appointment. It is understood and agreed that the Union Steward appointed by the Union shall be a competent worker.
- 7.03 The reference to Union officials in this Collective Agreement shall be deemed to include Business Agents and Representatives of LIUNA Local 183, who shall have all of the rights and responsibilities of the Union officials of Local 1 on such job sites.
- 7.04 The Employer agrees to abide by the *Occupational Health and Safety Act* and the regulation made pursuant to that Act and to recognize Health and Safety Representatives appointed in accordance with the Act or regulations.
- 7.05 Subject to the rights of Union or Union Stewards in the case of lay-offs as provided for in this Collective Agreement, a Health and Safety Representative and/or a member of a Joint Health and Safety Committee shall be one of the last employees retained on any job provided that he is competent and capable of performing the remaining work on the job.

## ARTICLE 8 - NO STRIKES - NO LOCKOUTS

8.01 During the lifetime of this Agreement, the Union agrees that there will be no strike, slow down or picketing which will interfere with work, and the Employer agrees that it will not cause a lockout.

### 8.02 The Right to Honour Lawful Picket Lines

The Employer agrees that any employee may individually decide to refuse to cross a picket line which has been placed on any project where the employee is or has been assigned to work. The Employer agrees that such individual decision made by the employees concerned shall not constitute an unlawful strike within the provision of the Ontario *Labour Relations Act* or this Collective Agreement and the Employer agrees not to bring any proceedings of any kind or nature whatsoever against any person or the Union for such conduct. In the event the employees do individually decide to refuse to cross a picket line, then they will be assigned to such other work on such other projects as is available or be deemed to be on temporary lay-off until either the picket line is removed or the employees decide that they will no longer refuse to cross the picket line. This Article shall only apply to such picket lines established by the Union or any council of trade unions of which the Union is a constituent member against any Employer, which continues to perform work on a particular project(s) where the picket line has been established.

## ARTICLE 9 - SAFETY, SANITATION AND SHELTER

9.01 The Employer shall provide a proper and adequate place of shelter sufficiently heated where possible, in which the employees covered by this Agreement may eat their lunch. It is agreed that the company trucks, when heated, shall be sufficient shelter for the purpose of this Article.

9.02 In co-operation with the Employer's overall programme of Accident Control and Prevention, the Union Steward may report to the Foreman any unsafe conditions, unsafe acts or violations of safety regulations.

9.03 The parties acknowledge that the Employer, Employee, Union and Builders each have an important role to play in ensuring safe worksites. Due to the multi-employer nature of the many jobsites where work is performed under this Collective Agreement the Union agrees that it will use its best efforts to assist the Employers bound to this Agreement in raising health and safety concerns with the Builders pertaining to any Builder's sites.

9.04 Every employee shall, as a condition of employment, be required to wear a safety helmet of a type approved by the Canadian Standards Association to meet the specifications prescribed by the regulations under the Ontario *Occupational Health and Safety Act*.

9.05 The Company will provide fall arrest harnesses, shock absorbing lanyards, and retractable lanyards to all employees who require them, and will replace them if they are not in good repair.

9.06 Every employee shall, as a condition of employment, own and wear suitable protective footwear and other personal protective equipment required in the normal course of his duties, as may be approved by the Canadian Standards Association to meet the specifications prescribed by the regulations under the Ontario *Occupational Health and Safety Act*. This does not include raincoats or other protective clothing where the employee is required to work under abnormal conditions or during inclement weather.



- 9.07 The Employer shall, at his own expense, furnish to any workman injured in his employment, who is in need of it, immediate conveyance and transportation to a hospital or to a physician. It is further agreed that an ambulance shall be used where necessary and possible.
- 9.08 An Employee who is injured in a compensable accident during working hours and is required to leave for treatment, or is sent home for such injury, shall receive payment for the remainder of the shift at his regular rate of pay.
- 9.09 It is further agreed and understood that vehicles used for transportation of employees coming within the bargaining unit, will be properly heated and covered in order to protect employees from the weather. All tools and loose equipment shall be properly secured and shall not be included in the same area as the traveling employees.
- 9.10 Employees shall be entitled to be reimbursed by the Employer for loss of clothing and tools up to a maximum of Five Hundred Dollars (\$500.00) for each employee, for loss of tools related to his job and clothing due to fire or theft in the area or areas designated for storage of such items. The employee may be required to provide a written and signed statement setting out the amount of such loss.
- 9.11 The Employer shall be responsible for maintaining a safe and proper work site and shall comply with the *Occupational Health and Safety Act* and its Regulations. The Employer will use its best efforts to ensure that backfill is completed before employees begin working. The Employer agrees it will not be a violation of this Agreement if employees covered by this Agreement refuse to work due to unsafe ground conditions.
- 9.12 The Employer shall provide and keep in a readily accessible area an adequate supply of pure drinking ice water and paper cups. The water must be kept in a clean container having a draining faucet.
- 9.13 It is agreed that when Bricklayers using 12" regular, solid or semi-solid and 10" solid or semi-solid standard aggregate concrete blocks two (2) Bricklayers will work in pairs to lay said blocks. This shall not, however, apply to light-weight aggregate blocks such as cinder or slag.
- 9.14 The Employer shall pay each employee his or her regular hourly rate for time spent on the job site during his or her shift attending safety meetings and health and safety or other training courses.

#### **ARTICLE 10 - GOVERNMENT LEGISLATION**

- 10.01 In the event that any of the provisions of this Agreement are found to be in conflict with any valid and applicable Federal and Provincial law now existing or hereinafter enacted, it is agreed that such law shall supersede the conflicting provision without in any way affecting the remainder of the Agreement.

## **ARTICLE 11 - STATUTORY HOLIDAYS, VACATION ALLOWANCE, HOURS OF WORK, WAGE RATES, ETC.**

- 11.01 Attached hereto as Schedule "A" to this Agreement is a schedule covering terms and conditions of employment for hourly employees. Such schedule is hereby made part of this Agreement.
- 11.02 It is understood and agreed that employees covered by this Agreement shall be paid the hourly rates provided for in Schedule "A" and the Employer shall not employ employees on a piecework basis and employees shall not work on a piecework basis during the term of this Agreement.

## **ARTICLE 12 - TRAINING**

- 12.01 The parties agree that employees will be paid for training, as follows:
- (a) An employee who attends any training at the request of the Employer, including site specific or builder specific training, or as otherwise required by law shall be deemed to be on duty.
  - (b) The Employer will fully fund the cost of any training, including any necessary insurance, equipment and delivery costs, travel time and mileage for the member (if applicable) and administrative costs, that the employee is required to attend. The cost will also include payment for wages and employee benefits for each employee based on his/her regular straight time hourly rate for the number of hours spent in training.
  - (c) The above provisions do not include training taken at the Local 183 Life Long Learning Centre outside of regular working hours for Working at Heights, WHMIS and OHSA.
  - (d) The above provisions do not apply to registered apprentices while they are attending trade school.

## **ARTICLE 13 - PRODUCTIVITY**

- 13.01 The Union and the Employer recognize the mutual value of improving by all proper and reasonable means, the productivity of the individual workman, and both will undertake to promote such increased productivity.
- 13.02 In the interests of safety and productivity, employees will not be allowed to use any personal listening devices such as Bluetooth technology, iPods, and earphones during the employee's shift, except for during lunch and other breaks. Communication devices such as cell phones may be used for emergency and urgent purposes or during lunch and other breaks.

## **ARTICLE 14 - REST PERIOD AND LUNCH BREAK**

- 14.01 An employee will be allowed to have a paid ten (10) minute rest period once during each half of his working shift.



- 14.02 If an employee is required to work past his regular shift then he will be allowed to have a paid ten (10) minute rest period prior to the commencement of overtime.
- 14.03 Regular day shift employees shall be allowed one-half (1/2) hour lunch break between 11:30 a.m. and 1:30 p.m. It is understood that no employee shall be required to work more than five (5) consecutive hours without a lunch break.

## ARTICLE 15 - SUBCONTRACTING OF WORK

- 15.01 The Employer agrees not to contract or subcontract any work covered by this Collective Agreement to contractors or subcontractors other than those who are bound by and party to this (or the similar independent) Collective Agreement or the appropriate Collective Agreement listed in Article 25, depending on the nature of the work involved.

Where an Employer needs to subcontract work he shall notify the Union in advance advising the Union of the name of the Company, its address and the site location for the work being subcontracted. In any event, where an Employer subcontracts work he shall provide the foregoing information to the Union by the first day of the month next following the month in which the subcontract was let. Failure to do so will constitute a violation of this Agreement and be subject to an administrative penalty of Five Hundred Dollars (\$500.00).

- 15.02 Where an Employer bound by the terms and conditions of this Agreement subcontracts out work in accordance with the terms of this Agreement, the subcontractor shall be responsible for payment of all remittances to the Union and/or its Trust Funds as outlined in this Agreement, covering all hourly paid employees. In the event that such subcontractor does not make such payments in accordance with the terms of this Agreement then the Employer who has subcontracted the work shall be responsible for payment of all remittances to the Union its Trust Funds and/or Industry Funds as outlined in this Agreement for the employees of the subcontractor covered by this Agreement which arose during the period of the subcontract.

Such deductions and remittances shall include regular monthly Union Dues and Working Dues as outlined by the Union, Welfare Plan, Pension Plan, Health Safety Apprenticeship and Training Prepaid Legal, Vacation Pay and Industry Funds. Such contributions shall be paid on a regular monthly basis by the fifteenth (15<sup>th</sup>) of the month following the month such remittances, deductions or contributions are due. The Remittance Report shall include the names and Social Insurance Numbers of hourly employees.

Additionally, where a subcontract is given in respect of the installation of air vapour barrier: the covering, tarping or un-tarping of masonry scaffolding; or the washing of masonry brick or block, then the following shall apply. In the event that the subcontractor fails to pay their employees or subcontractors their wages for all hours worked under the Collective Agreement, then the Employer who subcontracted the work shall be responsible for the payment of such wages to the workers which arose during the period of the subcontract. This shall be in addition to the remittances owing to the Union and/or the Trust Funds as set out above. It is understood and agreed that the Employer who subcontracted the work will only be responsible for the wages and benefits of employees performing work under the subcontract.

The Union agrees where a dispute arises between an Employer covered by this Agreement and a subcontractor to which work has been subcontracted in accordance with the terms of this



Agreement as to whether or not the remittance, as required by this Article 15.02 have been paid to the Union, the Union will provide the necessary information to the Employer and the subcontractor to allow for a determination as to whether or not the obligations under this Article 15.02 have been met by the subcontractor.

- 15.03 (a) In addition to the provisions set out in Article 15.02 it is agreed that the Union may make a written demand that the Employer release any monies owing to another contractor bound to this Collective Agreement to be paid to the Union on behalf of wages or benefits owing for work performed under the Collective Agreement. Upon receiving such a demand, the Employer, the Union and the contractor will meet within 48 hours to discuss the amount owing by the Employer to the contractor. At the meeting the Union shall have the power to decide how much is owing by the Employer, and the Employer shall pay to the Union the amount demanded by the Union following such a meeting. The payment shall be made to the Union within seven (7) working days of the demand. It is understood that such payments shall be deemed to be a payment by the Employer to the contractor or subcontractor.
- (b) In the event that through the process set out in (a) above the Union receives an excess of funds, then the Union shall credit those amounts to the contractor and will apply those credits to the following month's contribution of Benefit Trust Funds and Union contributions.

#### 15.04 Subcontracting

- (a) No Employer who is not a Lead Contractor as defined in Article 15.06 that has received a subcontract to perform work covered by this Collective Agreement shall in turn subcontract any of said work to another Employer. Should an Employer violate this Article it will be liable for liquidated damages of One Thousand Dollars (\$1,000.00) per day for every crew.
- (b) In situations where a Lead Contractor (the "Primary Lead Contractor") needs to subcontract work to another Lead Contractor (the "Secondary Lead Contractor") that will, in turn, subcontract the work to an Employer that is not a Lead Contractor, the Primary Lead Contractor and Secondary Lead Contractor will obtain the prior consent of the Union in the following manner:
- (i) The Primary Lead Contractor will complete the "Primary Lead Contractor to Secondary Lead Contractor Consent Form" attached as Appendix 'D-1' to this Collective Agreement and submit it to the Union for approval.
- (ii) The Secondary Lead Contractor will complete the "Secondary Lead Contractor to Employer Consent Form" attached as Appendix 'D-2' to this Collective Agreement and submit it to the Union for approval.

Failure by the Primary Lead Contractor or the Secondary Lead Contractor to obtain the prior consent of the Union as required under this provision will constitute a violation of this Collective Agreement and the Primary Lead

Contractor and Secondary Lead Contractor shall pay liquidated damages to the Union of Five Thousand Dollars (\$5,000.00) per unit subcontracted.

- (c) Subcontracting of work as described in paragraph (b) above will only be permitted provided all three (3) Employers are working or have worked in the same sub-division and/or on the same project.
  - (d) It is understood that the Secondary Lead Contractor will pay its subcontractor no less than the rate the Primary Lead Contractor pays its subcontractors in the same sub-division and/or on the same project.
  - (e) It is further understood that the Primary Lead Contractor and Secondary Lead Contractor shall be the responsible Employers pursuant to Article 15.02 of this Collective Agreement for the payments of all remittances to the Union should their respective subcontractors fail to make such payments in the time and manner required by this Collective Agreement.
- 15.05 (a) In the high-rise and low-rise residential sectors of the construction industry, the Employer will not contract and/or subcontract with any builder, owner, developer, construction manager and any other individuals, companies, partnerships or legal entities to perform work which has traditionally been performed by the direct employees of the builder, owner and/or developers, without the prior written consent of the Union. Effective January 1, 2014 this shall include general site cleanup and the collection of rubble from marshaling points at the front and back of houses, units or buildings being worked on. The contracting and/or subcontracting of such work set out in this Article 15.04 will constitute a violation of this Agreement and will render the Employer liable for damages amounting to all wages and/or other payments made to the employees, the Union and/or others on behalf of the Union and/or the employees.
- (b) This provision shall apply in situations where a Contractor is asked to perform work and/or learn that they are to be performing work on a site where another Contractor is or was working (the New Contractor):
- (i) The New Contractor will give notice to the Union, the prior contractor and the Association that they are starting work, and the parties will meet to discuss the matter within forty-eight (48) hours and in any event prior to the commencement of work;
  - (ii) If the Contractor knowingly starts work on the project without providing notice under subparagraph (i) above and the prior Contractor fails to pay wages, subcontractor payments, or remittances, then the New Contractor shall be responsible for the payment of any wages or benefits owing by the prior Contractor to his employees, or subcontractors, including all remittances to the Union and the Trust Funds referred to in this agreement for work performed on the site up to the date the New Contractor commenced work on site.

- (c) The provisions of this paragraph will not apply in situations where a Lead Contractor subcontracts work to an Employer bound to this Collective Agreement.
- 15.06 (a) For purposes of this Article 15.06 the following terms shall have the following meanings:
- i) "Lead Contractor" shall mean an Employer who engages in subcontracting work covered by this Collective Agreement to another Employer;
  - ii) "Related Employer" shall mean an Employer controlled by a Lead Contractor that shares common management with the Lead Contractor and is an integral part of the business of the Lead Contractor.
- (b) Effective June 1, 2019 every Lead Contractor who performs work covered by this Collective Agreement who wishes to subcontract work to another Employer, shall at all times directly employ not fewer than thirty-one (31) hourly employees covered by this Collective Agreement. For Related Employers with more than 51% common ownership, the hourly employees of both companies may be counted for the purpose of this Article.
- (c) Provided that the conditions of Article 15.06 (b) are met, the Lead Contractor may subcontract work in accordance with the terms of this Agreement.
- (d) In the event of a breach of the provisions of this Article 15.06, the damages payable by the Lead Contractor to the Union as a result of such breach shall be One Thousand Dollars (\$1,000.00) per day for each unit subcontracted.
- (e) For purposes of this Article 15.06 a Lead Contractor shall not be considered to be subcontracting work covered by this Collective Agreement when it has work covered by this Collective Agreement performed by employees of a Related Employer. Such Related Employer must comply with the provision of this Article 15.05. Where a dispute arises as to whether or not an Employer is a Related Employer the onus shall be on the Lead Contractor to establish that the Employer claimed to be a Related Employer is a Related Employer.
- (f) The provisions of this Article 15.06 are to be interpreted so as to give effect to the intention of the parties. The intention of the parties is that Employers are only permitted to contract out work where they directly employ a crew as provided for in Article 15.06 (b). This is subject only to the exception in Article 15.06 (e) such exception to be interpreted so as to give effect to the intention of the parties.
- 15.07 (a) It is understood that Article 15.06 (b) does not apply to the subcontracting of:
- (i) The installation of all air vapour barrier and insulation behind brick, block or masonry.



- (ii) The covering, tarping, or un-tarping of all scaffolding necessary to allow the bricklayer to work.
- (iii) The washing of masonry brick or block.

In particular any masonry contractor may subcontract the work in this paragraph to another company which is bound to this Collective Agreement.

- (b) However, any company, who's business is restricted to the work in paragraph (a) may not subcontract any of the work listed in (a) to any other contractor unless they directly employ no fewer than sixteen (16) employees performing such work.
- (c) In the event of a breach of (b) above, the Employer shall pay liquidated damages of One Thousand Dollars (\$1,000.00) per day per subcontractor working in breach of the article.

#### **15.08 Subcontracting Restrictions**

- (a) In no circumstance will a contractor bound to this Collective Agreement perform work as a subcontractor for a masonry contractor which is not bound to this Collective Agreement.
- (b) In no circumstance will a subcontractor continue to perform work for a contractor if they are advised by the Union in writing that the contractor is not a Lead Contractor as defined in Article 15.06(a) and (b) above. Where a subcontractor receives such notice, they may complete work on the house or unit on which they are working, but will not commence any additional work. Further and in any event, the subcontractor must cease to perform work by no later than ten (10) days from the notice.
- (c) Any subcontractor which breaches the provisions in (a) or (b) above shall pay liquidated damages to the Union in the amount of Two Thousand Dollars (\$2,000.00) per calendar day until such time as they satisfy the Union or an Arbitrator that they have ceased to perform such work.

### **ARTICLE 16 - REINSTATEMENT OF EMPLOYEES UPON RETURN FROM INDUSTRIAL ACCIDENT**

- 16.01 An employee injured in the performance of his duties will resume his regular work when medically fit to do so if work is available and he applies. The job of an injured worker shall be deemed to be available if:
- (a) Upon his return, any work within his classification on any project under this Agreement is being performed by an employee who, subsequent to the time of the injury, was hired by the Employer to perform any work within the said classification on any project covered by this Agreement; or

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- (b) An employee was transferred or otherwise assigned to perform any work which the injured employee was performing at the project at which he was engaged at the time of this injury. An employee who claims he has been denied employment contrary to this Provision may have recourse to the Grievance and Arbitration Procedures as set out in Article 4 and 5 of this Agreement.

#### **ARTICLE 17 - MAINTENANCE OF EXISTING RATES**

- 17.01 It is agreed that no employee covered by this Agreement shall receive a reduction in his hourly rate of wages or benefits through the introduction of this Collective Agreement.

#### **ARTICLE 18 - INDUSTRY FUND**

- 18.01 (a) Each Employer bound by this Agreement who is not a member of the Masonry Contractors' Association of Toronto shall contribute eighty-five cents (85¢) per hour for each hour worked by each employee covered by this Agreement to the Association in compensation for the work done on behalf of the industry by the Association.
- (b) The Employer shall remit such contribution with other contributions under Article 20.09 of this Collective Agreement together with the supporting information as may be required on the reporting form.
- (c) The contributions together with the duly completed Employer Contribution Form are to be made by the fifteenth (15<sup>th</sup>) day of the month following the month for which payments are due.
- (d) The Union shall act as Trustee for the Masonry Contractors' Association of Toronto to collect such contributions and shall pay such contributions to the Masonry Contractors' Association of Toronto by the fifteenth (15<sup>th</sup>) day of the month following the month in which payments are made. The payment of these contributions by the Union is non-discretionary.
- (e) The Union agrees that any Collective Agreement which it enters into subsequent to the signing of this Agreement which deals with work of the type described in this Agreement shall contain an article containing the same provisions as those contained in this Article 18.
- 18.02 Having regard to the interest of the Masonry Contractors' Association of Toronto in ensuring that appropriate industry fund payments are made to the Association the Union agrees to provide to the Association copies of all remittance forms provided to the Union by Companies that are not members of the Association performing work of the type covered by this Agreement.

#### **ARTICLE 19 – TRANSPORTATION, TRAVEL AND ROOM & BOARD ALLOWANCES**

- 19.01 Effective May 1, 2019, every employee shall be paid an additional thirty cents (30¢) for every hour paid, as a transportation and travel allowance, which shall be indicated as a separate line item on the employee's pay stub.

- 19.02 The Employer shall provide transportation from an assembly point within Metropolitan Toronto. Travel time is in addition to the normal working day.
- 19.03 Whenever employees covered by this Agreement are required to be away from their normal place of residence overnight, the Employer agrees to pay One Hundred Dollars (\$100.00) per day, to a maximum of Five Hundred Dollars (\$500.00) per week and Six Hundred Dollars (\$600.00) for a six (6) day week, to cover room and board, or alternatively, the Employer will provide, at his own expense, suitable room and board accommodations for the employees.
- 19.04 On any project employees will be paid a daily parking allowance equal to the cost to park for each day worked. Where requested by the Employer, employees will provide parking receipts in support of such allowance. It is agreed and understood that under the above conditions, the Employer has the right to designate the parking facility. Daily parking allowance will not be paid where the Employer provides free parking or where the Employer provides transportation to and from the job site if there is free parking at the designated pick up points. For greater certainty, it is agreed that no employee shall be entitled to the parking allowance where the Employer has offered transportation to and from the job site and the employee refuses it.

## **ARTICLE 20 - WELFARE, PENSION AND OTHER REMITTANCES**

- 20.01 The Employer agrees to pay the following contributions for every hour worked by each employee covered by this Collective Agreement.

20.02 **Welfare**

- (a) Effective May 1, 2019, the Employer shall contribute three dollars and twenty cents (\$3.20) per hour to the Labourers' International Union of North America, Local 183 Members' Benefit Trust Fund.
- (b) Effective January 1, 2020, the Employer shall contribute three dollars and thirty-five cents (\$3.35) per hour to the Labourers' International Union of North America, Local 183 Members' Benefit Trust Fund.
- (c) Effective January 1, 2021, the Employer shall contribute three dollars and fifty cents (\$3.50) per hour to the Labourers' International Union of North America, Local 183 Members' Benefit Trust Fund.
- (c) Effective January 1, 2022, the Employer shall contribute three dollars and sixty-five cents (\$3.65) per hour to the Labourers' International Union of North America, Local 183 Members' Benefit Trust Fund.
- (d) The Employer also shall pay Retail Sales Tax on the above contributions to the Labourers' International Union of North America, Local 183 Members' Benefit Trust Fund"

### 20.03 Long Term Care

- (a) Effective May 1, 2019 the Employer shall contribute sixty cents (60¢) per hour to the Labourers' International Union of North America, Local 183 Members' Benefit Trust Fund.
- (b) The Employer also shall pay Retail Sales Tax on the above contributions to the Labourers' International Union of North America, Local 183 Members' Benefit Trust Fund.

### 20.04 Retiree Fund

For the purpose of providing benefits for retired members of the Union, the Employer agrees to make the following contributions for every hour worked by each employee covered by this Collective Agreement to the Labourers' International Union of North America, Local 183 Members' Benefit Trust Fund:

- (a) Effective May 1, 2019, the Employer shall contribute sixty-five cents (65¢) per hour.
- (b) Effective January 1, 2020, the Employer shall contribute seventy-five cents (75¢) per hour.
- (c) Effective January 1, 2021, the Employer shall contribute eighty-five cents (85¢) per hour.
- (d) Effective January 1, 2022, the Employer shall contribute ninety-five cents (95¢) per hour.

### 20.05 Pension

The Employer shall pay and remit as follows for the provision of pension benefits for each employee working under this Collective Agreement:

- (a) Where the Employer is required to contribute to the Labourers' Pension Fund of Central and Eastern Canada, the Employer agrees to make the following contributions for every hour worked by each employee covered by this Collective Agreement:
  - i) Effective May 1, 2019, the Employer shall eight dollars and forty cents (\$8.40) per hour.
  - ii) Effective January 1, 2022, the Employer shall contribute eight dollars and seventy-five cents (\$8.75) per hour.
- (b) Where the Employer is required to contribute to Bricklayers, Masons Independent Union of Canada, Local 1 Pension Trust Fund, the Employer agrees to make the following contributions for every hour worked by each employee covered by this Collective Agreement:

- i) Effective May 1, 2019 the Employer shall contribute eight dollars and sixty-five cents (\$8.65) per hour.
- ii) Effective January 1, 2022, the Employer shall contribute nine dollars (\$9.00) per hour.

#### **20.06 Health Safety Apprenticeship & Training**

The Parties agree that, in accordance with its stated purposes, the Union's Training Fund, in addition to its standard 'training' functions and responsibilities, does, and is entitled to, engage in outreach, lobbying, and promotional activities concerning and relating to the overall good and welfare of the masonry industry and the broader construction industry of which the masonry industry is a part.

- (a) Effective May 1, 2019 the Employer shall remit fifteen cents (15¢) per hour to the Union's Training Fund, which shall be jointly and equally administered.

#### **20.07 Prepaid Legal**

- (a) Effective May 1, 2019, the Employer shall contribute ten cents (10¢) per hour to the Union's Prepaid Legal Trust Fund.

#### **20.08 Central and Eastern Canada Organizing Fund**

Where the Employer is required to make contributions to the Labourers' Pension Fund of Central and Eastern Canada, the Employer agrees to contribute the following amounts for each hour worked by a member of Local 183:

- (a) Effective May 1, 2019, the Employer shall pay twenty-five cents (25¢) per hour to the Labourers' Central and Eastern Canada Organizing Fund (CECOF);

And remit such amounts along with the pension contributions to the Labourers' Pension Fund of Central and Eastern Canada.

#### **20.09 Promotion Fund**

- (a) Effective May 1, 2019 the Employer shall contribute five cents (5¢) per hour to the Labourers' International Union of North America, Local 183 Members Benefit Trust Fund.
- (b) Effective January 1, 2020 the Employer shall contribute ten cents (10¢) per hour to the Labourers' International Union of North America, Local 183 Members Benefit Trust Fund.
- (c) Effective January 1, 2021 the Employer shall contribute fifteen cents (15¢) per hour to the Labourers' International Union of North America, Local 183 Members Benefit Trust Fund.
- (d) Effective January 1, 2022 the Employer shall contribute twenty cents (20¢) per hour to the Labourers' International Union of North America, Local 183 Members Benefit Trust Fund.

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20.10 Payments in respect of Welfare, Pension, Vacation Pay, Prepaid Legal, Health Safety Apprenticeship and Training, Central and Eastern Canada Organizing Fund (CECOF), Promotion Fund, Union Dues, Working Dues and Industry Fund, shall be remitted by the fifteenth (15<sup>th</sup>) day of the month following the month for which payments are due. Payments shall be accompanied by a duly completed Employer Report Form.

- 20.11 (a) In the event that the payments referred to in Article 20.10 above, are received after twentieth (20<sup>th</sup>) day of the month in which they are due, the Employer shall pay liquidated damages to the Union at the rate of two percent (2%) per month or fraction thereof (being the equivalent of twenty-four percent (24%) per annum, calculated monthly and not in advance) on the gross amount overdue.
- (b) Such late payments received from the Employer will be applied first to arrears of contributions already owing.
- (c) The delinquent Employer shall compensate the Union in full for all costs associated with the collection of such overdue payments, including any legal or accountant's fees incurred and the cost of any Arbitration Hearing in the event that the Employer is found to be in default.
- (d) It is agreed that where an Arbitrator issues a decision under the Ontario *Labour Relations Act* finding an Employer in breach of the Collective Agreement, the Employer will pay a penalty of ten percent (10%) of the amount of the award.

20.12 The parties hereto acknowledge that they are familiar with the contents of the Agreements and Declarations of Trusts establishing the Local 1 Bricklayers Pension Trust Fund, and they agree to be bound by the terms and conditions of the said Agreement and Declaration as if original parties thereto and as if the same formed part of this Collective Agreement. In the event any of the terms and conditions of the said Agreement and Declaration are in any way altered, added to or amended, then the parties to this Collective Agreement shall be bound by the same as if the original parties thereto and as if the same formed part of this Collective Agreement. The Chairman of the Board of Trustees shall notify each signatory to this Collective Agreement, by registered mail, of any amendments or alterations to the said Agreement and Declaration.

**20.13 Vacation Pay and Statutory Holiday Pay**

- (a) Vacation and statutory holiday credits shall be paid to employees covered by this Collective Agreement at the rate of ten percent (10%) of the gross wages earned. It is understood and agreed that five percent (5%) is to be considered in lieu of statutory holiday pay. The holidays for which pay is being received pursuant to this paragraph (a) are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and the twenty-sixth (26<sup>th</sup>) day of December or any other holiday proclaimed by the government.
- (b) During the term of any one (1) year, by mutual arrangements between the Employer and employee, only three (3) weeks vacation without pay will be taken by an employee, exclusive of statutory holidays. Vacation may be taken at any time during the calendar year at such time as may be most convenient to the Employer, but every effort shall be made to schedule the vacation at times suitable to the employee.

- (c) The Employer agrees to remit the employee's Vacation Pay and Statutory Holiday pay along with and in the same manner as the other contributions required by this Agreement. Payment shall be made to a Trust Fund designated by the Union, and shall be held in trust for the employee.
- (d) It is agreed that Vacation Pay and Statutory Holiday Pay Trust Fund referred to in (c) above shall permit employees to withdraw those funds held in trust for them at such time or time(s) as the employee may request.

## **ARTICLE 21 - OLDER MEMBER**

- 21.01 The Employer agrees that when six (6) or more Bricklayers are employed that the Employer shall hire, if available, one (1) member in the category "older member" which shall be defined as a Union member who is fifty-five (55) years of age or older. The Union agrees that any Bricklayer hired in accordance with this Article shall be a qualified journeyman. The Union further agrees that the older member may be hired before the Bricklayer work force reaches the number six (6) or where a seventh (7<sup>th</sup>) Bricklayer is hired and similarly as the Bricklayer work force increases.
- 21.02 The Employer agrees that when three (3) or more Bricklayers' Assistants are employed that the Employer shall hire, if available, one (1) member in the category "older member" which shall be defined as a Union member who is fifty-five (55) years of age or older. The Union agrees that any Bricklayer's Assistant hired in accordance with this Article shall be qualified. The Union further agrees that the older member may be hired before the Bricklayer's Assistant work force reaches the number three (3) or where a fourth (4<sup>th</sup>) Bricklayer's Assistant is hired and similarly as the Bricklayer's Assistant work force increases.

## **ARTICLE 22 - HIRING OF APPRENTICES**

- 22.01 The Union and the Employer agree that it is in their mutual interest and in the interest of the development of the industry that all Employers bound to this Collective Agreement provide, where possible, opportunities for apprentices to gain employment under this Collective Agreement.
- 22.02 Upon being notified by the Union that there are apprentices who are seeking employment, each Employer bound to this Collective Agreement who employs fifteen (15) or more employees must offer employment to an apprentice. It is understood that the apprentice shall be employed by the Employer for the duration of their apprenticeship, unless discharged for just cause and not reinstated in accordance with the grievance procedure herein. This does not prevent the Employer from laying off an apprentice due to a shortage of work, provided that the apprentice shall be recalled to work if such work becomes available within 6 (six) months of the date of layoff.
- 22.03 Under this provision no Employer shall be required to hire more than one (1) apprentice per every five (5) journeymen bricklayers employed.
- 22.04 Only apprentices that have completed at least Level 1 Brick and Stone Mason Apprentice Training will be placed in accordance with this Article.



- 22.05 All apprentices shall be granted leave of absence to allow them to attend Apprenticeship Training Courses, and to challenge their examination.

### **ARTICLE 23 - BREACH OF COLLECTIVE AGREEMENT BY EMPLOYER**

- 23.01 No Employer shall undertake to complete any work at any project where the performance of such work was commenced by another contractor who failed or refused to pay any outstanding wages to or to make any outstanding employee benefit contributions on behalf of any of his employees. It is further understood and agreed that the amount of damages to be awarded against any Employer for the breach of this provision shall be equivalent to the outstanding employee benefit contributions which were not paid by the delinquent contractor, and any outstanding wages which were not paid in respect of all work performed on the unit/building/lot completed by the Employer.

### **ARTICLE 24 - SECURITY FOR PAYMENT OF WAGES, ETC.**

- 24.01 The Union will have the right to require an Employer to provide it with an irrevocable letter of credit from a chartered bank in the amount of Fifty Thousand Dollars (\$50,000.00) or Two Thousand Dollars (\$2,000.00) per employee, whichever is greater, for the duration of this Agreement where:

- (a) The Employer issues an NSF cheque or does not make payments by the fifteenth (15<sup>th</sup>) of the month following the month in which payment was due for the Welfare Plan, Pension Plan, Prepaid Legal, Health Safety Apprenticeship and Training, Union Dues, Working Dues, Vacation Pay, Promotion Fund and Industry Fund or
- (b) The Employer issues an NSF cheque for Wages to employees or employees are not paid by 4:00 p.m. Friday for work performed during the previous week.

Upon the Employer being notified in writing of the amount of any payment made from such letter of credit, the Employer shall provide an additional letter of credit in an amount equal to the amount so paid out, within a period of five (5) working days of receipt of such written notification.

### **ARTICLE 25 - CROSS-OVER CLAUSE**

- 25.01 Should the Employer perform any work falling within the scope of the following Collective Agreements with or binding upon Local 183 then the Employer shall abide by and perform such work in accordance with the terms and conditions of the applicable Collective Agreement including, but without limiting the generality of the foregoing, any terms and conditions thereof with respect to the contracting or subcontracting restrictions. The Union will provide the Association with a copy of each of the Collective Agreements, noted below, within ninety (90) days of their execution.
- (a) **"The Apartment Builders Agreement"** being a Collective Agreement between the Metropolitan Toronto Apartment Builders' Association and Local 183.

- (b) **"The Carpentry and Framing Agreement"** being a Collective Agreement between The Residential Framing Contractors' Association of Metropolitan Toronto and Vicinity Inc. and Local 183.
- (c) **"The Concrete and Drain Agreement"** being a Collective Agreement between the Ontario Concrete and Drain Contractors' Association and Local 183.
- (d) **"The Forming Agreement"** being a Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario.
- (e) **"The Heavy Engineering Agreement"** being a Collective Agreement between the Heavy Construction Association of Toronto and Local 183.
- (f) **"The House Basements Agreement"** being a Collective Agreement between The Residential Low-Rise Forming Contractors' Association of Metropolitan Toronto and Vicinity and Local 183.
- (g) **"The House Builders Agreement"** being a Collective Agreement between the Toronto Residential Construction Labour Bureau and Local 183.
- (h) **"The Landscaping Agreement"** being a Collective Agreement between certain landscaping contractors in Ontario Labour Relations Board Area Nos. 8 and 18 and Local 183.
- (i) **"The Marble Tile Terrazzo and Cement Mason Agreement"** being a Collective Agreement between the Residential Tile Contractors' Association and Local 183.
- (j) **"The Residential Plumbing Agreement"** being a Collective Agreement between various independent Plumbing Contractors and Local 183.
- (k) **"The Concrete Restoration Agreement"** being a Collective Agreement between certain contractors in Ontario Labour Relations Board Area Nos. 8 and 18 and Local 183.
- (l) **"The Roads Agreement"** being a Collective Agreement between the Metropolitan Toronto Road Builders' Association and A Council of Trade Unions acting as the representative and agent of Teamsters' Local 230 and Local 183.
- (m) **"The Sewer and Watermain Agreement"** being a Collective Agreement between the Metropolitan Toronto Sewer and Watermain Contractors' Association and A Council of Trade Unions acting as the representative and agent of Teamsters' Local 230 and Local 183.
- (n) **"The Utilities Agreement"** being a Collective Agreement between the Utility Contractors' Association of Ontario and Labourers' International Union of North America, Ontario Provincial District Council and its affiliated Local Unions.
- (o) **"The High Rise Trim Collective Agreement"** being a Collective Agreement between Local 183 and the Residential Carpentry Contractors' Association of Greater Toronto.

- (p) **"The Residential Low Rise Trim Collective Agreement"** being a Collective Agreement between various independent low rise trim contractors and Local 183.
- (q) **"The Durham Builders Agreement"** being a Collective Agreement between the Durham Residential Construction Labour Bureau and Local 183.
- (r) **"The Fencing Agreement"** being a Collective Agreement between certain independent fencing Contractors and Local 183.
- (s) **"The Labourers' Distribution Pipeline Agreement for Canada"** being a Collective Agreement between the Pipeline Contractors Association of Canada and Labourers' International Union of North America.
- (t) **"The Labourers' Mainline Pipeline Agreement for Canada"** being a Collective Agreement between the Pipeline Contractors Association of Canada and Labourers' International Union of North America.
- (u) **"The Oshawa Signatories Collective Agreement"** being a Collective Agreement between various independent companies and Local 183.

## ARTICLE 26 - NEW EMPLOYERS

26.01 The following definitions will apply to this Article 26:

- (a) "New Employer" shall mean one or more of the following:
  - i) a corporation, partnership, sole proprietorship or other business entity that becomes bound to this Collective Agreement;
  - ii) a corporation, partnership, sole proprietorship or other business entity that has had its membership in MCAT terminated, either voluntarily or in accordance with the constitution and by-laws of MCAT;
  - iii) a corporation, partnership, sole proprietorship or other business entity that resumes performing work covered by this Collective Agreement after a hiatus of 12 months or longer; or
  - iv) any corporation, partnership, sole proprietorship or other business entity where the control or governance mechanisms have been significantly altered by:
    - i) in the case of a corporation, partnership, sole proprietorship or other business entity, more than 50% of the shares have changed hands during any 18-month period;
    - ii) in the case of a corporation, partnership, sole proprietorship or other business entity, more than 50% of the directors have changed during any 18-month period; or

- iii) in the case of a partnership where the actual control of the partnership has been transferred from one person or group of persons to another.
  - (b) “MCAT member” shall mean an active or honorary member as determined pursuant to the constitution and by-laws of MCAT.
  - (c) “Related MCAT member” shall mean an employer that is a “related employer” with respect to a MCAT member within the meaning of section 1(4) of the *Ontario Labour Relations Act*.
  - (d) A corporation, partnership, sole proprietorship or other business entity that becomes bound to this Collective Agreement by virtue of a Voluntary Recognition Agreement shall not be deemed to be a “New Employer” if they can demonstrate that they have been operating as a bricklaying or masonry contractor for more than two (2) consecutive years. However, if such an Employer fails to pay the dues, benefits or contributions owing under this Collective Agreement such that they become two (2) or more months in arrears then they shall become a “New Employer” for the purpose of Article 26 and must immediately post an Irrevocable Letter of Credit/Certified Cheque referred to in Article 26.03 within five (5) days of receiving a demand from the Union that they provide the Letter of Credit/Certified Cheque/Bank Draft.
- 26.02 (a) Any Employer bound to this Collective Agreement must disclose to the Union any changes in ownership and/or control that cause it to become a New Employer.
- (b) Any Employer bound to this Collective Agreement shall be required to disclose any and all relevant documents concerning its ownership and control if the Union can show reasonable cause to suspect that the Employer has become a New Employer.
- (c) Where an Employer fails to, refuses to, or is otherwise unable to provide the information and documents set out in paragraph (b) above it shall be deemed to be a New Employer.
- 26.03 (a) A New Employer shall provide the Union with an Irrevocable Letter of Credit/Certified Cheque/Bank Draft from a Canadian chartered bank or other accredited financial institution acceptable to the Union in the amount of Forty Thousand Dollars (\$40,000.00) naming the Masonry Council of Unions Toronto and Vicinity as beneficiary, within five (5) business days of becoming a New Employer as defined by Article 26.01, except in the case of a New Employer who wishes to become bound to the Collective Agreement as a result of a Voluntary Recognition Agreement with the Union, in which case the Letter of Credit/Certified Cheque shall be provided before or at the same time as signing that Voluntary Recognition Agreement and becoming bound to the Collective Agreement.
- (b) The amount of the Letter of Credit/Certified Cheque required shall automatically be increased to Sixty Thousand Dollars (\$60,000.00) should a New Employer fail to make their monthly contributions as required by Article 20.09 of the

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Collective Agreement such that they become two (2) or more months in arrears, or if they fail to pay employees their wages in the time stipulated by Article 2 of Schedule A to this Collective Agreement. Within five (5) days of receiving a demand from the Union under this Article, the Employer shall provide the increased Letter of Credit/Certified Cheque.

- (c) The Union will provide MCAT with a copy of all Letters of Credit or Certified Cheques provided by a New Employer, together with a copy of the Collective Agreement entered into by the New Employer.
  - (d) All Irrevocable Letters of Credit must be made in the name of the New Employer and be binding upon the New Employer.
  - (e) It is agreed that an Employer may provide a Certified Cheque in lieu of the Irrevocable Letter of Credit referred to above and any references to Letter of Credit shall be deemed to include a Certified Cheque. Where a Certified Cheque(s) is provided in lieu of a Letter of Credit the following shall apply.
    - (i) All Certified cheques referred to in this Article must be drawn from an account held by the New Employer on whose behalf it is deposited and it must be immediately deposited into a bank account controlled by the Union and held in escrow. In no circumstances shall certified cheques held uncashed and in no circumstances shall the escrow funds be transferred from the benefit of one New Employer to another New Employer.
    - (ii) Any interest paid on escrow funds will be paid to the Union as an administrative fee for holding these amounts.
    - (iii) When escrow funds are released in accordance with the terms of this Article 26 they will be released directly to the New Employer which provided them.
    - (iv) Copies of any cheques returning escrow funds will also be copied to MCAT.
- 26.04 (a) If the New Employer is not an MCAT member, the New Employer must provide and maintain the Irrevocable Letter of Credit for three (3) years. Each time the Irrevocable Letter of Credit is drawn against, it must be replenished within five (5) business days and immediately extended for an additional three (3) years from the date of replenishment.
- (b) If the New Employer is an MCAT member or Related MCAT member, the New Employer must provide and maintain the Irrevocable Letter of Credit for two (2) years. Each time the Irrevocable Letter of Credit is drawn against, then it must be replenished within five (5) business days and immediately extended for an additional two (2) years from the date of replenishment.
- (c) If a New Employer ceases to carry on business covered by the Collective Agreement prior to the expiration of the applicable period set out in Article 26.04

(a) or (b), then the Union shall return the Letter of Credit to the New Employer twelve (12) months following the Employer's last activity under the Collective Agreement, or twelve (12) months following the resolution of all outstanding grievances, whichever is later.

(d) If the Irrevocable Letter of Credit is not replenished and extended within five (5) business days, the Union may file a grievance under the Collective Agreement, including the Bricklaying Enforcement System set out therein, and secure an order from an arbitrator or the Ontario Labour Relations Board requiring the New Employer to replenish and extend the Irrevocable Letter of Credit in accordance with this Article 26.04.

(e) In the event of a bankruptcy and/or insolvency of a New Employer the Union shall be immediately entitled to draw against the Letter of Credit and all monies from the Letter of Credit shall be deemed held in trust by the Union on account for the payment of all outstanding wages, dues, benefits or other monies that may be owing to and/or on behalf of the employees of the New Employer and to the Union and the trust funds under the Collective Agreement with respect to all work performed.

26.05 The Union may draw against the Irrevocable Letter of Credit to satisfy the award of an arbitrator or the Ontario Labour Relations Board pursuant to this Collective Agreement, which includes the Bricklaying Enforcement System, for damages related to unpaid wages, benefit fund contributions, union dues, industry funds, vacation pay, pension contributions, arbitration costs and fees, liquidated damages and other monetary penalties under this Collective Agreement. The Union will only draw against the Irrevocable Letter of Credit after utilizing the Bricklayer's and Masonry Prime Contractor's Holdback Mechanism under the Bricklaying Enforcement System.

26.06 It is agreed that a New Employer's right to perform work covered by this Collective Agreement is contingent upon the New Employer posting and maintaining a Letter of Credit or security in accordance with Article 26.03 of the Collective Agreement and/or replenishing the Irrevocable Letter of Credit in accordance with Article 26.04. If the New Employer does not post or maintain the Irrevocable Letter of Credit within the time required by Article 26.04 of the Collective Agreement, then the New Employer shall immediately cease and desist from performing all work under the Collective Agreement and shall not perform any further work under the Collective Agreement.

26.07 If the New Employer continues to perform work under this Collective Agreement without having provided, maintained or replenished the Irrevocable Letter of Credit or Certified Cheque held in escrow as required by this Article 26 of the Collective Agreement, the Union shall be entitled to general damages in the amount of One Thousand Dollars (\$1,000.00) per calendar day for each day until such time as the New Employer provides or replenishes the required Letter of Credit or Certified Cheque held in escrow or satisfies the Union or an arbitrator or the Ontario Labour Relations Board that it has ceased to perform work covered by this Collective Agreement. These damages shall be in addition to any other damages owing for a breach of the Collective Agreement payable by the New Employer.

26.08 In order to allow the Union to monitor its compliance with the Collective Agreement a New Employer shall, for the first twelve (12) months worked after becoming a New Employer, comply with the following terms:



- (a) New Employers shall provide to the Union, for its review, on or before the twentieth (20<sup>th</sup>) day of each month following the month for which bargaining unit work was performed the following:
    - i) Payroll cheques (or direct deposit slips) and pay slips
    - ii) Bank statements
    - iii) Time Cards
    - iv) Invoices
    - v) Project Start Notices
    - vi) Contribution Reports
    - vii) And any other relevant information confirming the amount of work performed and/or completed in the prior month
  - (b) The Union may at its discretion make copies of the material referred to in paragraph (a) above, such material will only be used for the purpose for which it was obtained and shall not be disclosed or provide to any other Party except as is necessary for the purposes of enforcement of this Collective Agreement.
- 26.09 The Union agrees to provide MCAT, by no later than the last day of the month, with a list of the New Employers being monitored during the month under the provisions of Article 26.08.
- 26.10 The time limits set out in the Grievance Procedure of this Collective Agreement do not apply to any alleged breach of Article 26.08 of the Collective Agreement, and the parties expressly agree that if a New Employer fails to comply with Article 26.08, the Union may file a Grievance relating to such failure without regard to any such time limits. Upon a finding or admission of a violation of Article 26.08, in addition to all other amounts which may be owing pursuant to any other provisions of the Collective Agreement, the New Employer shall pay liquidated damages to the Union in the amount of One Thousand Dollars (\$1,000.00), which damages shall increase by One Thousand Dollars (\$1,000.00) with each additional violation.

## **ARTICLE 27 – MASONRY AUXILIARY WORKERS**

- 27.01 This Article applies to contractors who only engage in the following work:
- (a) The installation of all air vapour barrier and insulation behind brick, block or masonry.
  - (b) The covering, tarping, or un-tarping of all scaffolding necessary to allow the bricklayer to work.
  - (c) The washing of masonry brick or block.
- 27.02 All provisions of the Collective Agreement, including Schedule A, apply save and except as modified by this Article.
- 27.03 The standard hours of work for all employees shall be based on forty-six and one half (46½) hours per week. The regular day shift shall be 7:00 a.m. to 6:00 p.m.
- 27.04 Any company that only performs the work listed in Article 27.01 above that wishes to become bound to this Agreement by way of a Voluntary Recognition Agreement must employ no less than six (6) full time employees.

- 27.05 The amount of the Letter of Credit/Certified Cheque/Bank Draft for New Employers who only perform the work listed in Article 27.01 above shall be Twenty-Five Thousand Dollars (\$25,000.00) rather than the amount listed in Article 26.03 (a) of this Agreement.
- 27.06 A Lead Contractor for the purposes of Article 15 of the Collective Agreement, who only performs work listed in Article 27.01 and who wishes to subcontract work to another employer shall at all times directly employ not fewer than sixteen (16) employees covered by this Collective Agreement.
- 27.07 Notwithstanding Article 15.04 (b) of this agreement, it is understood that a contractor who is covered by Article 27.01 who receives a contract from a Masonry Lead Contractor may subcontract such work provided that it complies with Article 27.06 above.

## **ARTICLE 28 - MISCELLANEOUS**

### **28.01 Site Information**

Employers shall include on each monthly remittance form the address and site location for all work performed during the period covered by the particular monthly remittance form.

### **28.02 No Other Associations**

The Union recognizes that the Masonry Contractors' Association of Toronto has been representing Employers engaged in bricklaying for over fifty (50) years; is an organization whose membership is open to all Employers engaged in bricklaying and that it plays an important role in stabilizing the industry. Because of this, the Union agrees, unless required to do so by law, it will not recognize or enter into a Collective Agreement with any other Association or other Organization representing Employers as a group covering work of the type covered by this Collective Agreement.

### **28.03 Masculine/Feminine Pronoun**

The parties agree, where the masculine pronoun appears in this Agreement or any Letters of Understanding forming part of this Agreement, it shall be construed as including the feminine pronoun.

## **ARTICLE 29 - DURATION OF AGREEMENT AND CONDITION OF AGREEMENT**


- 29.01 The term of this Agreement shall be from May 1, 2019 to April 30, 2022 and it shall continue in effect thereafter unless either party shall furnish the other with notice of termination or proposed revision for this Agreement within one hundred and twenty (120) days of April 30, 2022 or any like period in any third year thereafter. The parties agree that if this Collective Agreement continues in force after April 30, 2022, in accordance with the terms of this Article and/or in accordance with the Ontario *Labour Relations Act*, then the terms and conditions of this Collective Agreement shall automatically be deemed to be the terms and conditions of the then current Collective Agreement between the Union and the Masonry Contractors' Association of Toronto.

IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to affix their signatures this 5<sup>th</sup> day of July, 2019.

**Signed On Behalf of the Union:**

  
\_\_\_\_\_  
Jack Oliveira

  
\_\_\_\_\_  
Luis Camara

  
\_\_\_\_\_  
John Meiorin

  
\_\_\_\_\_  
Cesar Rodrigues

  
\_\_\_\_\_  
Francesca Mercuri

**Signed On Behalf of the Association:**

  
\_\_\_\_\_  
Rocco Di Padre, President

  
\_\_\_\_\_  
Nuno Branco, Vice President

  
\_\_\_\_\_  
John Sepe, Secretary

  
\_\_\_\_\_  
Avelino Fonseca, Treasurer



## **SCHEDULE "A"**

### **ARTICLE 1 - HOURS OF WORK AND OVERTIME**

- 1.01 (a) The standard hours of work for all employees shall be based on forty-four (44) hours per week exclusive of traveling time to and from the job, save and except as specifically outlined below respecting the Bricklayers Assistants and Forklift Drivers and their respective apprentices and/or learners.
- (b) All overtime work performed in excess of nine (9) hours per day, Monday to Thursday and eight (8) hours on Friday, and all Saturday work, subject to (c) below, shall be paid at the rate of one and one-half (1½) times the regular rate. No work shall be assigned on Sunday or Government Holidays, save and except in the case of emergencies, in which the rate payable shall be double time, the parties hereto agree that due to the preparation for the trade, the Foremen, Bricklayer's Assistants and Forklift Drivers and their respective apprentice and learners overtime rates are effective after nine and one-half (9½) hours per day, Monday to Thursday and eight and one-half (8½) hours on Friday, accommodating a forty-six and one half (46½) hour week.
- (c) Work may be performed on a Saturday at the employee's regular rate provided that during the immediate preceding five (5) days the employee worked fewer hours than the hours in a regular work week for the employee's classification. The maximum number of hours an employee may work at the employee's regular rate shall be the number of hours short of the normal work week for the employee's classification actually worked during the immediately preceding five (5) days, and any additional hours shall be paid at the overtime rate set out above. It is further understood that any employee shall have the right to refuse work on Saturday and that the Employer will not resort to any action against said employee that may be perceived as discriminatory, punitive or prejudicial because of said employee's refusal to work. Where any work is to be performed on Saturday the Contractor shall advise the Union in writing (sent by hand, fax or email) by no later than 12:00 noon on Friday of its intention to perform Saturday work and the location of such work to be performed. Should the Employer fail to advise the Union, then the Employer will be required to pay the employees at the rate of one and one-half (1½) times the regular rate for the hours worked on Saturday, plus liquidated damages, payable to the Union, of \$500.00 per employee working.
- (d) The Union further agrees that where it enters into Collective Agreements covering the work covered by this Collective Agreement it shall include in those Collective Agreements a clause containing the same provisions as those contained in this Article 1.01(c).
- 1.02 Where work cannot be performed during the regular work day defined in (a) and (b) above on Monday to Friday inclusive, such work may be done as evening or night work at one and one-seventh (1-1/7) times the regular day rate.



**1.03 Shift Work**

- (a) When work, other than described in Article 1.02 herein cannot be done during the regular work day, such work may be done as a night shift of not more than nine (9) hours per shift for Bricklayers and nine and one-half (9½) hours for Foremen, Bricklayers Assistants and Forklift Drivers at rates describes in Article 1.02. No employee except the foreman shall be permitted to work more than one shift in any twenty-four (24) hours.
- (b) When a shift system is worked the rate of wages shall be:

**For Bricklayers:**

Day Shift: 7:30 a.m. to 5:00 p.m. regular straight time.  
Second Shift: Time and one-seventh of the regular time.  
Third Shift: Time and one-half of the regular time.

**For Foremen, Bricklayers Assistants and Forklift Drivers:**

Day Shift: 7:00 a.m. to 5:00 p.m. regular straight time.  
Second Shift: Time and one-seventh of the regular time.  
Third Shift: Time and one-half of the regular time.

- (c) Starting times may be amended by mutual consent between the Union and the Employer without attracting the above premiums where the Employer runs a single shift each day. It is understood that any work performed after 5:00 p.m. attracts the overtime premiums set out in this Collective Agreement. Any Employer found to have violated this Article shall in addition to any other damages owing under this collective agreement shall pay as liquidated damages One Hundred Dollars (\$100.00) per man per incident.
- 1.04 Time cards are to be recorded daily and in duplicate form. Timecards must be signed by the employee and the foreman at the end of the week prior to being submitted to payroll. Time cards are to include the following information:
- (a) Name of Employee;
  - (b) Address and phone number of employees;
  - (c) Site name;
  - (d) Date - Year/Month/Day;
  - (e) Daily hours and total hours for week;
  - (f) Classification and rate;
  - (g) Full name and address of Employer including phone numbers.

Copies of completed time cards are to be given to employees weekly on the last work day reflecting hours worked that week. Copies of time cards will be made available for the Union to pick up on the 16th day of the month following the month in which the work was performed.

- 1.05 The Employer shall pay damages of Two Hundred and Fifty Dollars (\$250.00) per employee, per week, where timecards are not kept or provided to employees.

## **ARTICLE 2 - PAYMENT OF WAGES**

- 2.01 Employees shall be paid weekly by cheque or direct deposit at the option of the employer and with the consent of the employee, no later than Thursday in any week, and the employee's pay shall be accompanied by a slip outlining all hours of work, overtime hours, deductions for income tax, Employment Insurance, Canada Pension, etc., where applicable.

Further, weekly pay slips shall include the addition of the following information:

- |                        |  |
|------------------------|--|
| a. Name of Company;    | f. Hours Worked;                       |
| b. Address of Company; | g. Hours Paid;                         |
| c. Telephone Number;   | h. Classification and Rate;            |
| d. Name of Employee;   | i. Total of all Deductions;            |
| e. Pay Period;         | j. Additional Payments (Travel, etc.); |
|                        | k. Net Payment.                        |

### **2.02 No Separate Cheques**

If the Employer pays an employee any additional amounts (including but not limited to wage rates above the rate in the Collective Agreement, production or annual bonuses, tool allowances, etc.) those amounts must be listed on the weekly pay slip, and paid to the employee on the same cheque as the weekly wages. If the Employer breaches this Article, he shall pay a penalty of \$5,000.00 per cheque.

- 2.03 When issuing employee weekly pay, the Employer must pay out all hours worked in the week. However, it is understood that during work months of January, February and March the Employer may not have a weekly payroll. During the period January, February or March when issuing a payment for work performed the Employer must include payment for all hours worked in the pay period(s) up to that point. Further the Employer must nevertheless ensure that all hours worked in a month have been paid to the employee by no later than the last pay period of the month, and that all contributions and remittances in respect of those hours are included on the monthly contribution report submitted in the month following. Any Employer found to have violated this Article shall, in addition to any other damages owing, pay as liquidated damages the amount of \$5,000.00 per employee per payroll incident

- 2.04 (a) It is understood that all wages paid to employees under this Collective Agreement shall be subject to statutory deductions on behalf of Canada Pension Plan, Employment Insurance, Income Tax, etc. and no Employer shall pay wages as a "straight cheque" without deductions. Any Employer who breaches this provision shall be required to pay, as damages, all amounts that would have been deducted and paid on behalf of the employee in respect of Canada Pension Plan, Employment Insurance, Income Tax, etc. Additionally, the Employer shall be required to pay damages to the Union in the amount of Two Thousand Dollars (\$2,000.00) per cheque paid without compliance to this paragraph.

(b) If the Employer is found to or acknowledges that it has, breached Article 2.03(a) above a second time within a rolling twelve (12) month period, then the Employer shall be required to submit to an audit of their payroll to determine if there are any other additional violations. The audit may be invoked by the Union by a written demand within four (4) months of the finding or admission of a second (or additional) breach of Article 2.03(a). If the audit discloses any additional breaches of Article 2.03(a) then the Employer will be required to pay the reasonable costs associated with the audit, including the accountant's fees. Any audits conducted under this provision shall be for a period of twelve (12) months prior to the date of the letter demanding the audit.

2.05 In the case of lay-off, all men shall receive two (2) hours notice or two (2) hours pay in lieu thereof, in advance of the lay-off.

2.06 Whenever Records of Employment and pay cheques and vacation pay monies are not given to the employee at the time of termination, they shall be sent by the Employer to the employee by registered mail, to his last known address on file with the Employer, within seventy-two (72) hours of the time of termination.

**2.07 Reporting Allowance**

An employee who reports for work at an Employer's job site or shop, unless directed not to report the previous day by his Employer, and for whom no work is available due to reasons other than inclement weather or any other reason beyond the control of the Employer, shall receive a minimum of four (4) hours reporting time and shall remain at other work if requested to do so by the Foreman.

**ARTICLE 3 - WAGES AND CLASSIFICATION**

CLASSIFICATION	May 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
FOREMAN	\$ 44.51	\$ 45.37	\$ 46.46	\$ 48.14
BRICKLAYERS/ STONEMASONS	\$ 41.51	\$ 42.37	\$ 43.46	\$ 45.14
FORKLIFT DRIVERS	\$ 39.51	\$ 39.92	\$ 40.56	\$ 41.33
BRICKLAYERS' ASSISTANTS	\$ 38.51	\$ 38.92	\$ 39.56	\$ 40.33



CLASSIFICATION	May 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
TARPERS	\$ 30.00	\$ 30.64	\$ 31.28	\$ 31.60
TARPERS' HELPERS	\$ 22.00	\$ 22.64	\$ 23.28	\$ 23.60

- 3.01 (a) The ratio of Bricklayers' and Stonemasons' Apprentices applicable to any one project shall be not more than two (2) Bricklayers and Stonemasons' Apprentices for the first Journeyman plus not more than one additional Bricklayer and Stonemason's Apprentice for each additional five (5) Journeymen employed provided that such Bricklayer and Stonemason's Apprentices are registered with the Union and the Ministry of Training, Colleges and Universities.

If such Bricklayers' and Stonemasons' Apprentices are not registered and the ratio is not applied by the Employer, all Apprentices shall receive the full Journeyman's rate or a rate as mutually agreed upon with the Union.

- (b) An employee who registers as an apprentice with the Labourers Local 183 Members Training and Rehabilitation Fund will be employed by an Employer for the duration of the apprenticeship and must attend the training when required to do so. The apprentice shall become a member of the Union after completion of Level. 1.
- (c) It is agreed that throughout their employment, Bricklayers and Stonemasons' apprentices shall receive vacation and holiday pay of 10% plus the same benefit and contribution package as the Bricklayer.
- (d) The wages for Bricklayers' and Stonemasons' Apprentices registered with the Labourers Local 183 Members Training and Rehabilitation Fund shall be as follows:
- i) For employment following completion of Level 1, the apprentice shall be paid no less than \$16.00 per hour, plus vacation pay;
  - ii) For employment following completion of Level 2, the apprentice shall be paid no less than \$18.00 per hour, plus vacation pay;
  - iii) For Employment following completion of Level 3, the apprentice shall be paid no less than fifty-percent (50%) of Journeyman's rate for six hundred (600) hours of employment;
  - iv) sixty-five percent (65%) of Journeyman's rate for the next six hundred (600) hours of employment;

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- v) seventy-five percent (75%) of Journeyman's rate for the next twelve hundred (1200) hours of employment;
  - vi) eighty-five percent (85%) of Journeyman's rate for the next twelve hundred (1200) hours of employment; and
  - vii) thereafter the Journeyman's rate.
- (e) The wages for Bricklayers' and Stonemasons' Apprentices who are not registered with the Labourers Local 183 Members Training and Rehabilitation Fund shall be as follows:
- i) fifty-percent (50%) of Journeyman's rate for the first six hundred (600) hours of employment;
  - ii) sixty-five percent (65%) of Journeyman's rate for the next six hundred (600) hours of employment;
  - iii) seventy-five percent (75%) of Journeyman's rate for the next twelve hundred (1200) hours of employment;
  - iv) eighty-five percent (85%) of Journeyman's rate for the next twelve hundred (1200) hours of employment; and
  - v) thereafter the Journeyman's rate.
- (f) Bricklayers, bricklayers' assistants or forklift drivers assigned to cover, tarp or untarp scaffolding shall be paid their regular hourly rate for such work and employees hired only to perform such work shall be paid no less than the rate of the bricklayer's assistant.
- 3.02 (a) The ratio of Bricklayers' Assistants Learners shall be one (1) Learner for one (1) Bricklayer's Assistant. The ratio of Forklift Driver Learners shall be one (1) Learner for one (1) Forklift Driver.
- (b) Bricklayers' Assistants' Learners and Forklift Driver Learners shall be registered with the Union. Registration shall include the name, Social Insurance Number (SIN) and address of such Learner, the classification and the date of hire. It shall indicate the rate of pay and shall be signed by the Learner, the Employer and the Union.
- (c) If a Bricklayer's Assistant Learner and Forklift Driver Learner is not registered, or the ratio is not maintained by the Employer, all Learners shall be paid the full rate for their classification for all hours worked. Additionally, the Employer shall pay general damages to Union of One Hundred Dollars (\$100.00) per day per Learner.
- (d) The Union shall not unreasonably refuse to register Bricklayers' Assistants Learners and Forklift Driver Learners. It shall not be unreasonable to refuse to register a Learner while there are unemployed members of the Union qualified to perform the work of the classification available to work, and provided that the

Union has notified the Masonry Contractors' Association of Toronto in writing that it has such unemployed qualified members available for work.

- (e) At all times a Learner shall work on a crew together with a person working in the classification.
  - (f) The rates for Learners shall be as follows:
    - i) Bricklayer's Assistant Learner - Seventy-five percent (75%) of the Bricklayer's Assistant rate. Upon completion of four hundred (400) hours the full rate shall apply;
    - ii) Forklift Driver Learner - Seventy-five percent (75%) of the Forklift Driver rate. Upon Completion of four hundred (400) hours the full rate shall apply.
- 3.03 It is agreed that working foremen shall be paid no less than Three Dollars (\$3.00) above the Bricklayers' rate.

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**SCHEDULE "B"**  
**SUMMARY OF WAGES AND BENEFITS**  
**When Contributing to the**  
**Labourers' Pension Fund of Central and Eastern Canada**

**LiUNA, Local 183 Foremen**

	Employer's Wage & Benefit Contributions												Employee Deductions	
Effective Date	Wages	Vacation Pay	Travel Allowance	Welfare	Long Term Care	Retiree Fund	Training Fund	Prepaid Legal	Promotion Fund	Pension Fund	CECOFF	Employer's Total Cost	Working Dues	OPDC Dues
May 1, 2019	44.51	4.45	0.30	3.20	0.60	0.65	0.15	0.10	0.05	8.40	0.25	62.66	3%	0.15
January 1, 2020	45.37	4.54	0.30	3.35	0.60	0.75	0.15	0.10	0.10	8.40	0.25	63.91	3%	0.15
January 1, 2021	46.46	4.65	0.30	3.50	0.60	0.85	0.15	0.10	0.15	8.40	0.25	65.41	3%	0.15
January 1, 2022	48.14	4.81	0.30	3.65	0.60	0.95	0.15	0.10	0.20	8.75	0.25	67.90	3%	0.15

**LiUNA, Local 183 Bricklayers**

	Employer's Wage & Benefit Contributions												Employee Deductions	
Effective Date	Wages	Vacation Pay	Travel Allowance	Welfare	Long Term Care	Retiree Fund	Training Fund	Prepaid Legal	Promotion Fund	Pension Fund	CECOFF	Employer's Total Cost	Working Dues	OPDC Dues
May 1, 2019	41.51	4.15	0.30	3.20	0.60	0.65	0.15	0.10	0.05	8.40	0.25	59.36	3%	0.15
January 1, 2020	42.37	4.24	0.30	3.35	0.60	0.75	0.15	0.10	0.10	8.40	0.25	60.61	3%	0.15
January 1, 2021	43.46	4.35	0.30	3.50	0.60	0.85	0.15	0.10	0.15	8.40	0.25	62.11	3%	0.15
January 1, 2022	45.14	4.51	0.30	3.65	0.60	0.95	0.15	0.10	0.20	8.75	0.25	64.60	3%	0.15

**Note:** Welfare and Long Term Care contribution rates do not include Retail Sales Tax (RST) payable by the Employer.  
The Retiree Fund contribution rate includes the RST payable by the Employer.

**SCHEDULE "B"**  
**SUMMARY OF WAGES AND BENEFITS**  
**When Contributing to the**  
**Labourers' Pension Fund of Central and Eastern Canada**

**LiUNA, Local 183 Forklift Drivers**

	Employer's Wage & Benefit Contributions												Employee Deductions	
Effective Date	Wages	Vacation Pay	Travel Allowance	Welfare	Long Term Care	Retiree Fund	Training Fund	Prepaid Legal	Promotion Fund	Pension Fund	CECOFF	Employer's Total Cost	Working Dues	OPDC Dues
May 1, 2019	39.51	3.95	\$0.30	3.20	0.60	0.65	0.15	0.10	0.05	8.40	0.25	57.16	3%	0.15
January 1, 2020	39.92	3.99	0.30	3.35	0.60	0.75	0.15	0.10	0.10	8.40	0.25	57.91	3%	0.15
January 1, 2021	40.56	4.06	0.30	3.50	0.60	0.85	0.15	0.10	0.15	8.40	0.25	58.92	3%	0.15
January 1, 2022	41.33	4.13	0.30	3.65	0.60	0.95	0.15	0.10	0.20	8.75	0.25	60.41	3%	0.15

**LiUNA, Local 183 Bricklayers' Assistants**

	Employer's Wage & Benefit Contributions												Employee Deductions	
Effective Date	Wages	Vacation Pay	Travel Allowance	Welfare	Long Term Care	Retiree Fund	Training Fund	Prepaid Legal	Promotion Fund	Pension Fund	CECOFF	Employer's Total Cost	Working Dues	OPDC Dues
May 1, 2019	38.51	3.85	0.30	3.20	0.60	0.65	0.15	0.10	0.05	8.40	0.25	56.06	3%	0.15
January 1, 2020	38.92	3.89	0.30	3.35	0.60	0.75	0.15	0.10	0.10	8.40	0.25	56.81	3%	0.15
January 1, 2021	39.56	3.96	0.30	3.50	0.60	0.85	0.15	0.10	0.15	8.40	0.25	57.82	3%	0.15
January 1, 2022	40.33	4.03	0.30	3.65	0.60	0.95	0.15	0.10	0.20	8.75	0.25	59.31	3%	0.15

**Note:** Welfare and Long Term Care contribution rates do not include Retail Sales Tax (RST) payable by the Employer.  
The Retiree Fund contribution rate includes the RST payable by the Employer.

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**SUMMARY OF WAGES AND BENEFITS**  
**When Contributing to the**  
**Labourers' Pension Fund of Central and Eastern Canada**

**LiUNA, Local 183 Tarpers**

	Employer's Wage & Benefit Contributions												Employee Deductions	
Effective Date	Wages	Vacation Pay	Travel Allowance	Welfare	Long Term Care	Retiree Fund	Training Fund	Prepaid Legal	Promotion Fund	Pension Fund	CECOFF	Employer's Total Cost	Working Dues	OPDC Dues
May 1, 2019	30.00	3.00	0.30	3.20	0.60	0.65	0.15	0.10	0.05	8.40	0.25	46.70	3%	0.15
January 1, 2020	30.64	3.06	0.30	3.35	0.60	0.75	0.15	0.10	0.10	8.40	0.25	47.70	3%	0.15
January 1, 2021	31.28	3.13	0.30	3.50	0.60	0.85	0.15	0.10	0.15	8.40	0.25	48.71	3%	0.15
January 1, 2022	31.60	3.16	0.30	3.65	0.60	0.95	0.15	0.10	0.20	8.75	0.25	49.71	3%	0.15

**LiUNA, Local 183 Tarpers' Helpers**

	Employer's Wage & Benefit Contributions												Employee Deductions	
Effective Date	Wages	Vacation Pay	Travel Allowance	Welfare	Long Term Care	Retiree Fund	Training Fund	Prepaid Legal	Promotion Fund	Pension Fund	CECOFF	Employer's Total Cost	Working Dues	OPDC Dues
May 1, 2019	22.00	2.20	0.30	3.20	0.60	0.65	0.15	0.10	0.05	8.40	0.25	37.90	3%	0.15
January 1, 2020	22.64	2.26	0.30	3.35	0.60	0.75	0.15	0.10	0.10	8.40	0.25	38.90	3%	0.15
January 1, 2021	23.28	2.33	0.30	3.50	0.60	0.85	0.15	0.10	0.15	8.40	0.25	39.91	3%	0.15
January 1, 2022	23.60	2.36	0.30	3.65	0.60	0.95	0.15	0.10	0.20	8.75	0.25	40.91	3%	0.15

**Note:** These rates are applicable to employees who solely perform masonry auxiliary work pursuant to Article 27.01 of this Agreement. Should such employees perform any other work traditionally performed by Bricklayers' Assistants then the Bricklayers' Assistant rates shall apply.  
Welfare and Long-Term Care contribution rates do not include Retail Sales Tax (RST) payable by the Employer.  
The Retiree Fund contribution rate includes the RST payable by the Employer.

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**SUMMARY OF WAGES AND BENEFITS**  
**When Contributing to the**  
**Bricklayers, Masons Independent Union of Canada, Local 1 Pension Trust Fund**

**BMIUC, Local 1 Foremen**

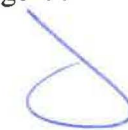
	Employer's Wage & Benefit Contributions											Employee Deductions	
Effective Date	Wages	Vacation Pay	Travel Allowance	Welfare	Long Term Care	Retiree Fund	Training Fund	Prepaid Legal	Promotion Fund	Pension Fund	Employer's Total Cost	Working Dues	Hourly Union Dues
May 1, 2019	44.51	4.45	0.30	3.20	0.60	0.65	0.15	0.10	0.05	8.65	62.66	3%	0.15
January 1, 2020	45.37	4.54	0.30	3.35	0.60	0.75	0.15	0.10	0.10	8.65	63.91	3%	0.15
January 1, 2021	46.46	4.65	0.30	3.50	0.60	0.85	0.15	0.10	0.15	8.65	65.41	3%	0.15
January 1, 2022	48.14	4.81	0.30	3.65	0.60	0.95	0.15	0.10	0.20	9.00	67.90	3%	0.15

**BMIUC, Local 1 Bricklayers**

	Employer's Wage & Benefit Contributions											Employee Deductions	
Effective Date	Wages	Vacation Pay	Travel Allowance	Welfare	Long Term Care	Retiree Fund	Training Fund	Prepaid Legal	Promotion Fund	Pension Fund	Employer's Total Cost	Working Dues	Hourly Union Dues
May 1, 2019	41.51	4.15	0.30	3.20	0.60	0.65	0.15	0.10	0.05	8.65	59.36	3%	0.15
January 1, 2020	42.37	4.24	0.30	3.35	0.60	0.75	0.15	0.10	0.10	8.65	60.61	3%	0.15
January 1, 2021	43.46	4.35	0.30	3.50	0.60	0.85	0.15	0.10	0.15	8.65	62.11	3%	0.15
January 1, 2022	45.14	4.51	0.30	3.65	0.60	0.95	0.15	0.10	0.20	9.00	64.60	3%	0.15

**Note:** Welfare and Long-Term Care contribution rates do not include Retail Sales Tax (RST) payable by the Employer.  
The Retiree Fund contribution rate includes the RST payable by the Employer.

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**SUMMARY OF WAGES AND BENEFITS**  
**When Contributing to the**  
**Bricklayers, Masons Independent Union of Canada, Local 1 Pension Trust Fund**

**BMIUC, Local 1 Forklift Drivers**

	Employer's Wage & Benefit Contributions											Employee Deductions	
Effective Date	Wages	Vacation Pay	Travel Allowance	Welfare	Long Term Care	Retiree Fund	Training Fund	Prepaid Legal	Promotion Fund	Pension Fund	Employer's Total Cost	Working Dues	Hourly Union Dues
May 1, 2019	39.51	3.95	0.30	3.20	0.60	0.65	0.15	0.10	0.05	8.65	57.16	3%	0.15
January 1, 2020	39.92	3.99	0.30	3.35	0.60	0.75	0.15	0.10	0.10	8.65	57.91	3%	0.15
January 1, 2021	40.56	4.06	0.30	3.50	0.60	0.85	0.15	0.10	0.15	8.65	58.92	3%	0.15
January 1, 2022	41.33	4.13	0.30	3.65	0.60	0.95	0.15	0.10	0.20	9.00	60.41	3%	0.15

**BMIUC, Local 1 Bricklayers' Assistants**

	Employer's Wage & Benefit Contributions											Employee Deductions	
Effective Date	Wages	Vacation Pay	Travel Allowance	Welfare	Long Term Care	Retiree Fund	Training Fund	Prepaid Legal	Promotion Fund	Pension Fund	Employer's Total Cost	Working Dues	Hourly Union Dues
May 1, 2019	38.51	3.85	0.30	3.20	0.60	0.65	0.15	0.10	0.05	8.65	56.06	3%	0.15
January 1, 2020	38.92	3.89	0.30	3.35	0.60	0.75	0.15	0.10	0.10	8.65	56.81	3%	0.15
January 1, 2021	39.56	3.96	0.30	3.50	0.60	0.85	0.15	0.10	0.15	8.65	57.82	3%	0.15
January 1, 2022	40.33	4.03	0.30	3.65	0.60	0.95	0.15	0.10	0.20	9.00	59.31	3%	0.15

**Note:** Welfare and Long-Term Care contribution rates do not include Retail Sales Tax (RST) payable by the Employer.  
The Retiree Fund contribution rate includes the RST payable by the Employer.

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**SUMMARY OF WAGES AND BENEFITS**  
**When Contributing to the**  
**Bricklayers, Masons Independent Union of Canada, Local 1 Pension Trust Fund**

**BMIUC, Local 1 Tarpers**

	Employer's Wage & Benefit Contributions											Employee Deductions	
Effective Date	Wages	Vacation Pay	Travel Allowance	Welfare	Long Term Care	Retiree Fund	Training Fund	Prepaid Legal	Promotion Fund	Pension Fund	Employer's Total Cost	Working Dues	Hourly Dues
May 1, 2019	30.00	3.00	0.30	3.20	0.60	0.65	0.15	0.10	0.05	8.65	46.70	3%	0.15
January 1, 2020	30.64	3.06	0.30	3.35	0.60	0.75	0.15	0.10	0.10	8.65	47.70	3%	0.15
January 1, 2021	31.28	3.13	0.30	3.50	0.60	0.85	0.15	0.10	0.15	8.65	48.71	3%	0.15
January 1, 2022	31.60	3.16	0.30	3.65	0.60	0.95	0.15	0.10	0.20	9.00	49.71	3%	0.15

**BMIUC, Local 1 Tarpers' Helpers**

	Employer's Wage & Benefit Contributions											Employee Deductions	
Effective Date	Wages	Vacation Pay	Travel Allowance	Welfare	Long Term Care	Retiree Fund	Training Fund	Prepaid Legal	Promotion Fund	Pension Fund	Employer's Total Cost	Working Dues	Hourly Dues
May 1, 2019	22.00	2.20	0.30	3.20	0.60	0.65	0.15	0.10	0.05	8.65	37.90	3%	0.15
January 1, 2020	22.64	2.26	0.30	3.35	0.60	0.75	0.15	0.10	0.10	8.65	38.90	3%	0.15
January 1, 2021	23.28	2.33	0.30	3.50	0.60	0.85	0.15	0.10	0.15	8.65	39.91	3%	0.15
January 1, 2022	23.60	2.36	0.30	3.65	0.60	0.95	0.15	0.10	0.20	9.00	40.91	3%	0.15

**Note:** These rates are applicable to employees who solely perform masonry auxiliary work pursuant to Article 27.01 of this Agreement. Should such employees perform any other work traditionally performed by Bricklayers' Assistants then the Bricklayers' Assistant rates shall apply.  
Welfare and Long-Term Care contribution rates do not include Retail Sales Tax (RST) payable by the Employer.  
The Retiree Fund contribution rate includes the RST payable by the Employer.



**SCHEDULE "C"**

**BRICKLAYING ENFORCEMENT SYSTEM**

**B E T W E E N:**

**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU  
("TRCLB")**

**- and -**

**UNIVERSAL WORKERS UNION, LIUNA LOCAL 183,  
BRICKLAYERS, MASONS INDEPENDENT UNION OF CANADA, LOCAL 1,**

**MASONRY COUNCIL OF UNIONS TORONTO AND VICINITY  
(Hereinafter collectively referred to as the "Union")**

**- and -**

**MASONRY CONTRACTORS' ASSOCIATION OF TORONTO  
("MCAT")**

**WHEREAS** the parties have agreed that they will continue with expedited methods of arbitration.

**NOW THEREFORE** the parties agree to the following Enforcement Mechanism for incorporation into all Collective Agreements or in the Collective Agreements binding between the parties.

**ARTICLE 1 - NOTICES OF PROJECTS**

**1.01 Builder's Notice of Projects**

Each member of the Toronto Residential Construction Labour Bureau and/or any Employer bound to the Bureau's Collective Agreement (hereinafter referred to as the "Builders") will notify the Union, in writing, of each project in the low-rise residential sector a minimum of seven (7) days prior to the commencement of masonry work on a project and/or on the release of residential units for masonry work in the prescribed form attached hereto as Appendix "A", providing the following information:

- (a) Name of Builder;
- (b) Address of Builder;
- (c) Telephone Number;
- (d) Facsimile Number;
- (e) Project Name;
- (f) Project Location;
- (g) Expected Masonry Start Date (on release of residential units);

- (h) Expected Masonry Completion Date (on release of residential units);
- (i) Masonry Contractor Awarded Contract;
- (j) Registered Plan or Draft Plan of Subdivision; and
- (k) Number of Lots and Description of Housing Structures.

#### 1.02 **Masonry Contractor Notice of Projects**

Each contractor member of the Masonry Contractors Association of Toronto Inc. and/or each masonry contractor bound by a similar Collective Agreement that adopts the provisions of this enforcement system (hereinafter collectively referred to as the "Masonry Contractors") shall notify the Union, in writing, on the appropriate prescribed form attached hereto as Appendix "B" and/or Appendix "C" of each project in all sectors of the construction industry on which the contractor has performed work in a month. Private Home projects where there are units of ten (10) houses or less must be reported to the Union prior to the commencement of work. Such notification shall be provided to the Union not later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the work was performed and shall contain the following information:

- (a) Name of Builder or Prime Contractor;
- (b) Address of Builder or Prime Contractor;
- (c) Project Name;
- (d) Project Location;
- (e) Masonry Start Date;
- (f) Masonry Contractor Awarded any Subcontracts;
- (g) Lot Numbers; and
- (h) Structure Type.

#### 1.03 **Failure to Provide Notices**

Builder and/or Masonry Contractor failure to provide notices as and when required under this Bricklaying Enforcement System, will constitute a violation of this Agreement, and shall require payment of One Thousand Dollars (\$1,000.00) by the defaulting party to the Union in addition to any payment required under Article 15.01 of the Collective Agreement between MCAT and the Union.

### **ARTICLE 2 - EXPEDITED ARBITRATION**

#### 2.01 **Arbitrator**

- (a) The roster of Permanent Arbitrators for the purpose of the Expedited Arbitration process herein are; Eli Gedalof, Harvey Beresford, Michael Horan, Jack Slaughter and Laura Trachuck.
- (b) Grievances will be referred to each of the Permanent Arbitrators on a rotating basis, subject to their availability and ability to schedule a hearing in accordance with Article 2.02.

## 2.02 Expedited Arbitration Procedure

- (a) The term "**Monetary Grievance**" wherever used in this Enforcement Agreement shall mean a grievance concerning the interpretation, application, administration or alleged violation of a provision of the Collective Agreement relating to payment for hours of work, rates of pay, overtime, premiums (shift and compressed air), traveling expenses, room and board allowances, reporting allowances, pension, welfare and industry fund contributions and dues or any other form of compensation to or on behalf of an employee and monetary grievances in accordance with existing jurisprudence under the Enforcement System.

The term "**Union Security Grievance**" wherever used in this Enforcement System shall mean a grievance alleging that the Employer has hired persons who are not members of the Union to perform bargaining unit work and/or has contracted or subcontracted work to companies which are not bound to this Collective Agreement, and/or the applicable crossover collective agreements.

The term "**Non-Monetary Grievance**" wherever used in this Enforcement Agreement shall mean a grievance other than a "Monetary Grievance" or a "Union Security Grievance", and shall include but not be limited to a grievance relating to discharge or discipline.

The term "**Grievance**" whenever used alone in this Agreement shall mean a Monetary Grievance, a Union Security Grievance or a Non-Monetary Grievance.

- (b) Any Grievance filed under the Collective Agreement may be referred to Expedited Arbitration as provided for herein.
- (c) Any Grievance filed under the Collective Agreement which remains unresolved may be referred to arbitration under this Expedited Arbitration System. Notice of such Referral to Expedited Arbitration shall be served by email, facsimile transmission, regular mail, or courier (including Canada Post Courier) upon the Masonry Contractor, the Arbitrator, and if applicable the Builder. Service shall be effective on receipt, if facsimile transmission or courier is used, or shall be deemed to have occurred on the third (3<sup>rd</sup>) weekday after mailing, if regular mail is used.
- (d) The party referring the grievance to arbitration shall contact the Arbitrator and obtain a hearing date, starting time and location. The date, starting time and location shall be at the discretion of the Arbitrator. The hearing date, location and time shall be listed in the Notice of referral to arbitration.
- (e) The Arbitrator shall commence the Expedited Arbitration Hearings within ten (10) days from service of the Referral to Expedited Arbitration. The Arbitrator shall not adjourn the first scheduled hearing date except for exceptional verifiable circumstances without the consent and agreement of all the parties. Counsel, if

retained by a party, must be able to accommodate the hearing schedule as set by the Arbitrator. Adjournments will not be granted because of the unavailability of counsel, for business demands, or because a party asks for additional time to prepare.

- (f) The Expedited Arbitration will be scheduled at the Union's premises and may be scheduled by the Arbitrator to commence after business hours. Upon a request from the Employer the Arbitrator shall change the hearing location to a neutral location in reasonable proximity to the Union's offices. In such case the cost of such location shall form part of the Arbitrator's costs and may be subject of a ruling pursuant section 2.05 (d) or 2.06 (b) below.
- (g) Where the Employer does not participate or appear at the Arbitration hearing the Arbitrator shall include their fees in the award of damages to be paid to the Union, and the Union shall be required to pay the arbitrator's account.
- (h) Subject to (g) above, or a final ruling on costs under Article 2.05 (d) or 2.06 (b) below, both parties shall be ordered to pay 50% of the arbitrator's costs for each hearing date. A party will not be permitted to participate in a Grievance where they have refused to or failed to pay the arbitrator's account for a prior day of hearing, except with the permission of the Arbitrator, and in such cases the Arbitrator may accept and determine the Grievance without regard to any argument or evidence previously submitted by the defaulting party.

### 2.03 Powers of the Arbitrator

The Arbitrator shall have all the powers of an Arbitrator under the Labour Relations Act, as amended, and under this Collective Agreement including but not limited to the power require a party to furnish particulars before or during a hearing; to require records and/or documents to be produced prior to and/or at the hearing; and the power to issue summons to witness and compel their attendance, Without in any way limiting those powers, the parties confirm that:

- (a) The Arbitrator may have the authority to accept such oral or written evidence as it in its discretion considers proper, whether admissible in a court of law or not.
- (b) The Arbitrator shall attempt to mediate any Grievance, and if settlement is not possible, such mediation shall not affect the Arbitrator's jurisdiction to arbitrate the Grievance.
- (c) It is the intention of the parties that this procedure is an expedited procedure, and the Arbitrator is not required to follow the hearing procedure which might be imposed by a Court. In particular, the Arbitrator shall determine which evidence is not in dispute, and shall whenever possible, dispense with the necessity of calling evidence on matters which are not in dispute. The Arbitrator may limit the time for submissions, or make other orders to expedite the proceeding.



- (d) The Arbitrator has discretion to determine who should proceed first to call such evidence as may be in dispute. The Arbitrator may alter or suspend the normal order to adduce evidence, without changing who has the legal onus in any particular case. Where it shall expedite the proceeding, the Arbitrator shall order the party who has the best knowledge of an issue in dispute, to proceed to call their evidence first.
- (e) In Monetary or Union Security Grievances the Arbitrator shall issue a bottom line decision as soon as possible, and will not be required to issue full reasons unless requested to do so by a party within two (2) days of the bottom line decision. It is understood that bottom line decisions will have no precedential value.
- (f) It is understood that the Arbitrator has the power to order the Employer to submit to a limited engagement procedural accounting review of the documents listed in 4.05(b) of the Master Portion of this Collective Agreement by a professional accountant.

2.04 It is in the interest of all parties that all arguably relevant documents be exchanged before the first scheduled day of hearing. Therefore, either at the time of making the referral of grievance to arbitration or afterward, the Union may request an Order requiring the Employer to produce documents. Such requests must be made in writing, and a copy delivered to the Employer. In making the request the Union must set out the facts which it relies upon and make reference to the Articles alleged to have been breached. The Employer shall have until 5pm the third business day thereafter to make any response to the request, and such submissions, if any, shall be delivered to the Union and the Arbitrator. In making a decision the Arbitrator shall accept the facts stated by the Union as being true and provable, and shall Order production of any documents which are arguably relevant to the issues set out therein, and direct that such production occur prior to the scheduled hearing date.

## 2.05 Damages in Monetary Grievances

- (a) Where, in the case of a Monetary Grievance, the Arbitrator finds the Masonry Contractor in breach of the Agreement, the Arbitrator shall order the Masonry Contractor to pay all amounts owing with respect to violations of the Agreement:
  - i) For payment of hours of work, rates of pay, overtime, premiums, travel expenses room and board allowances and reporting allowance in accordance with the following:
    - i.i) where the Monetary Grievance is commenced within seven (7) days after the circumstances giving rise to the Monetary Grievance became known or ought reasonably to have become known to the affected employee(s), the Arbitrator shall award the affected employee(s) recovery of one hundred percent (100%) of all unpaid amounts plus an additional fifty percent (50%) of all unpaid amounts; or

*D.M.*



- i.ii where the Monetary Grievance is commenced between eight to twenty-eight (8-28) days after the circumstances giving rise to the Monetary Grievance became known or ought reasonably to have become known to the affected employee(s), the Arbitrator shall award the affected employee(s) recovery of one hundred percent (100%) of the unpaid amounts; or
  - i.iii where the Monetary Grievance is initiated at any time beyond twenty-eight (28) days after the circumstances giving rise to the Monetary Grievance became known or ought reasonably to have become known, to the affected employee(s), the Arbitrator shall award recovery of fifty percent (50%) of unpaid amounts to be paid to the affected employee(s) and fifty percent (50%) of the unpaid amounts to be paid to the Local 183 Scholarship Trust Fund.
- ii) In the case of a Monetary Grievance relating to the Welfare, Pension, Prepaid Legal, Health and Safety Apprenticeship and Training, CECOF, Union Dues, Working Dues and Industry Fund, the Arbitrator shall award recovery of one hundred percent (100%) of the unpaid amounts.
- iii) The provisions of this article are to be interpreted and applied in conjunction with the provisions contained in the Collective Agreement for the filing of Grievances and are without prejudice to the rights of any of the parties thereunder.
- (b) In the case of a Monetary Grievance the Arbitrator shall not have the jurisdiction to apply any principles of laches, estoppel or waiver to reduce any amounts payable by the Masonry Contractor in respect of such violations.
- (c) In the case of a Monetary Grievance in addition to all amounts established above, where the Arbitrator finds the Masonry Contractor in breach of the Agreement, the Masonry Contractor must pay an additional amount equivalent to ten percent (10%) of the amount of the award as damages to the Union.
- (d) In the case of a Monetary Grievance the Arbitrator shall order the Masonry Contractor found in breach of the Agreement:
  - i) to pay the entirety of the Arbitrator's costs and
  - ii) to compensate the Union, in full, for all costs associated with the collection of such unpaid amounts, including any legal or accountants' fees incurred and/or the cost of any arbitration hearings in addition to all other amounts referred to in this Bricklaying Enforcement System



- (e) Where in the case of Monetary Grievances a Masonry Contractor is found by an Arbitrator under this Agreement, or through any other arbitration, to have breached the Agreement for a second time where both Grievances were Monetary Grievances, with respect to matters covered by this Enforcement System, the Masonry Contractor shall be required, within forty eight (48) hours, to file with the Arbitrator an irrevocable Letter of Credit, to expire on the expiry date of the Collective Agreement, in an amount equal to Two Thousand Dollars (\$2,000.00) per employee, based on the highest number of employees reported on its payroll in the preceding four (4) month period, or Fifty Thousand Dollars (\$50,000.00), whichever is greater. Where any payments ordered against the contractor are drawn on the Letter of Credit, the contractor shall replenish the Letter of Credit based on the highest number of employees reported on its payroll in the four (4) months preceding the depletion of the Letter of Credit, or to Fifty Thousand Dollars (\$50,000.00), whichever is greater. These provisions shall not apply to Non- Monetary Grievances.

## 2.06 Damages in Union Security Grievances

- (a) If the Arbitrator finds that the Employer has employed persons who are not members of the Union to perform work covered by this Collective Agreement, or has contracted or subcontracted work to companies which are not bound to this Collective Agreement, and/or the applicable cross over collective agreement, then the Arbitrator shall Order that the Employer pay damages equal to the wages, dues, benefits or other monies which would have been paid to the Union, its members, or the trust funds established under the Collective Agreement, calculated at the Bricklayers' rate multiplied by each and every hour worked by the non-union persons or subcontractors.
- (b) If found in breach of the Collective Agreement the Arbitrator shall order the Masonry Contractor to pay the entirety of the Arbitrator's costs.

- 2.07 This arbitration process shall be in addition to and without prejudice to any other procedures and remedies that the parties may enjoy including applications to a Court; or to the Ontario Labour Relations Board pursuant to section 96 of the *Ontario Labour Relations Act*, as amended; or under the *Construction Lien Act*; or any other operative legislation; or provided under any Collective Agreement. Any Grievance concerning the interpretation, application, administration or alleged violation of the Collective Agreement may be processed through the grievance/arbitration procedure outlined in Articles 4 and 5 of the Collective Agreement or under the Expedited Arbitration Procedure or referred to arbitration pursuant to section 133 of the *Ontario Labour Relations Act*, provided however that any Grievance may not be processed under more than one of these arbitration mechanisms. Where a Grievance has been properly referred to the procedure provided for in this Bricklayers' Bricklaying Enforcement System, it is understood and agreed that all of the parties shall be deemed to have waived any right to refer the Grievance to arbitration under section 133 of the *Ontario Labour Relations Act*, or pursuant to Articles 4 and 5 of the Collective Agreement and any such referral shall be null and void. It is understood and agreed that the Arbitrator's decision is final and binding with respect to those matters remitted to the Arbitrator. The Arbitrator shall have all the powers of an Arbitrator under the *Ontario Labour*



*Relations Act*, as amended, including but not limited to the power to require records and/or documents to be produced prior to and/or at the hearing and the power to issue summons to witness and thereby compel attendance. The decision of the Arbitrator, inclusive of orders for payment of any monies in respect of damages, costs, Arbitrators' fees and/or penalties, is deemed to be a decision of an Arbitrator pursuant to the Ontario Labour Relations Act, as amended, and enforceable as such.

- 2.08 At Expedited Arbitration the Arbitrator shall not have any power to alter or change any of the provisions of this Bricklaying Enforcement System or substitute any new provisions for any existing provisions nor give any decision inconsistent with the provisions of this Bricklaying Enforcement System and the Collective Agreement.

### **ARTICLE 3 - BUILDER'S AND PRIME MASONRY CONTRACTOR'S HOLDBACK**

- 3.01 The Union may, at any time, at its option, activate the Holdback Mechanism described herein. The Holdback Mechanism is in addition to, and separate from, the expedited arbitration process. The Holdback Mechanism is as follows:

- (a) The Union must give at least three (3) working days' notice by Hand Delivery or any courier services, including Priority Post Courier to the Masonry Contractor of its intention to activate the Builder's Holdback and/or Prime Masonry Contractor's Holdback Mechanism. During this three-day period the Union and the Masonry Contractor may use this opportunity to resolve the dispute before activating the Holdback Mechanism.
- (b) If the matter remains unresolved, the Union may give a Holdback Notice to any Builder and/or Prime Masonry Contractor dealing with the affected Masonry Contractor and require each Builder and/or Prime Masonry Contractor to freeze all funds which are payable or become payable thereafter to the Masonry Contractor, with respect to wages, benefits, or any other related matter covered by this enforcement system, on any project where the Masonry Contractor has performed, is performing or will perform work for the Builder or Prime Masonry Contractor. The Holdback Notice can cover an amount that the Union reasonably estimates is the total amount owed or owing to it, the Trust Funds, and/or affected members or employees by the Masonry Contractor or Prime Masonry Contractor.
- (c) Upon such notice, all money payable or becoming payable thereafter to the Masonry Contractor by the Builder and/or Prime Masonry Contractor will remain frozen and will be held back and retained by the Builder and/or Prime Masonry Contractor until the Union and the Masonry Contractor agree to its release, or until the Arbitrator issues his or her decision at Expedited Arbitration which addressed the frozen funds; provided however, that the total amount frozen by all Builders, Prime Masonry Contractors or Masonry Contracts shall be no greater than the total amount claimed owed or owing by the Union. Once the total amount claimed has been held back or retained, the Union must forthwith notify all those who received Holdback Notices accordingly.

- (d) A Masonry Contractor, a Prime Masonry Contractor or a Builder who has received a Holdback Notice, may pay the amount demanded by the Union to the Union to be held in trust until the Union and the Masonry Contractor agree to release such funds or any part thereof or until the Arbitrator issues his or her decision at Expedited Arbitration which addresses the funds so held in trust by the Union. Where the payment that is the subject of a Holdback Notice has been made by the Masonry Contractor to the Union in trust, Builders and/or Prime Masonry Contractors who have received the Holdback Notice will be advised by the Union that the Holdback Notice is no longer in effect.
- 3.02 If the Union and the Masonry Contractor agree to release the frozen funds held by the Builder and/or Prime Masonry Contractor, such release is without prejudice to the right of the Union to subsequently file another Holdback Notice and/or a grievance over the same dispute.
- 3.03 A copy of the Holdback Notice, sent by the Union to the Builder(s) and/or Prime Masonry Contractor(s), will be supplied to the Arbitrator hearing the matter and upon such service, the Arbitrator must address the issue of the frozen funds or any portion of them, in the hands of the Builder(s) and/or Prime Masonry Contractor(s) in his or her decision on the merits of an Expedited Arbitration.
- 3.04 Any Builder and/or Prime Masonry Contractor that pays out any funds to the Masonry Contractor after having received the Holdback Notice to hold back or freeze such funds, without having received appropriate authorization from the Union and the Masonry Contractor, or from the Arbitrator, shall immediately become jointly and severally liable for the amounts paid contrary to the Holdback Notice whether such payments were with respect to wages, benefits, or other matters, and further liable for the Arbitrator's fees and expenses.
- 3.05 Any amounts subject to the Holdback shall first be applied to payment of the Arbitrator, then to payment of any wages owing, and thereafter, to any other amounts owing, including benefits. The Holdback mechanism is without prejudice to the provisions contained in the Collective Agreement, including Article 14.02, or any lien or other statutory rights.
- 3.06 The Arbitrator, in the course of his decision at the Expedited Arbitration, shall have the following powers relating to this Holdback Mechanism:
- (a) to direct a Builder and/or Prime Masonry Contractor to release funds according to the Arbitrator's direction which may include payments to the Union, its Trust Funds and/or any employee(s), or the Arbitrator;
  - (b) to direct that future amounts or part thereof payable by the Builder(s) and/or Prime Masonry Contractor(s) to the Masonry Contractor be re-directed to the Union, the Trust Funds and/or the affected employee(s), or the Arbitrator;
  - (c) where more than one Builder and/or Prime Masonry Contractor holds funds which have been frozen pursuant to these holdback provisions, the Arbitrator shall have authority to apportion the amount of frozen funds which any one Builder and/or Prime Masonry Contractor must re-direct and/or release and/or apportion the amount of future payments which must be directed and/or re-



directed by the Builder(s) and/or Prime Masonry Contractor(s) to the Union, the Trust Funds and/or the affected employee(s), or the Arbitrator;

- (d) to issue all orders and directions necessary to carry out the spirit and intent of these provisions.

#### **ARTICLE 4 - BREACH OF ARTICLE 26**

- 4.01 A New Employer means any New Employer as defined in Article 26 of the Collective Agreement who is required to post or maintain an Irrevocable Letter of Credit.
- 4.02 If a New Employer fails to maintain or replenish the Irrevocable Letter of Credit in accordance with Article 26 of the Collective Agreement the Union shall notify any Builder or Prime Masonry Contractor who is reasonably believed to have assigned, to be assigning or who will assign work to the New Employer of that failure and at the same time shall provide a copy of that notice to the Masonry Contractors' Association of Toronto. Where the notice relates to the failure to replenish the Irrevocable Letter of Credit, the Union shall advise of the amount owing to replenish the Irrevocable Letter of Credit.
- 4.03 A Builder or Prime Masonry Contractor who receives a notice under Article 4.02 shall holdback and not pay out monies owing to a New Employer that equals the amount required to replenish the Irrevocable Letter of Credit, and shall not allow the New Employer to commence any new work for the Builder or Prime Masonry Contractor, and will only allow the New Employer five (5) business days to complete any work which was ongoing at the time the notice was received. Any Prime Masonry Contractor who instructs or allows a New Contractor to perform work after five (5) business days have elapsed from the date that they received such notice will be deemed to have subcontracted work in violation of the Collective Agreement, including but not limited to Article 15 of the Collective Agreement.
- 4.04 If and when the New Employer provides or replenishes an Irrevocable Letter of Credit the Union shall advise any Builder and/or Prime Masonry Contractor who was notified pursuant to Article 4.02 that the New Employer has complied with Article 26 of the Collective Agreement and that Article 4.03 no longer applies.
- 4.05 Notices under this Article shall be in writing, and may be sent by facsimile transmission, email, regular mail, courier (including Canada Post Courier).

#### **ARTICLE 5 - UNION INVESTIGATION COMMITTEE**

- 5.01 The Union shall establish a Union Investigation Committee consisting of the following persons:
  - (a) The Union Bricklaying Sector Co-Coordinator or his Designate;
  - (b) One Union Business Representative assigned to the Bricklaying Sector; and
  - (c) The Union Legal Co-Coordinator.

- 5.02 The Union Investigation Committee shall meet, as necessary, to investigate any complaint that Union Business Representative(s) or Union Member(s) have agreed to and/or condoned violations of the Collective Agreement or otherwise failed to take appropriate action or acted inappropriately in dealing with violations of the Collective Agreement and/or the Bricklaying Enforcement System with Builder(s), Prime Masonry Contractor(s) and/or Masonry Contractor(s).
- 5.03 The Union Investigation Committee shall have the power to recommend that charges under the Union Constitution be brought against the Union Business Representative(s) and/or Union Member(s) in respect of the allegations brought to its attention.
- 5.04 The Union Investigation Committee shall prepare a report of the results of any investigation of this complaint including its conclusions as to the validity of the subsequent complaint and any action taken to deal with the matter(s) raised in it.
- 5.05 A copy of the report prepared by the Union Investigation Committee will be provided to the Labour/Management Joint Committee.
- 5.06 In the event that the Labour/Management Joint Committee is not satisfied with the report of the Union Investigation Committee, in that it is not satisfied with the appropriateness of the Union's response, or is deadlocked over the issue, any member of the Labour/Management Joint Committee may refer a complaint under Article 7.01 to the Arbitrator for a determination, and Article 6 of this Agreement may be applicable to the decision or order of the Arbitrator.

#### **ARTICLE 6 - LABOUR/MANAGEMENT JOINT COMMITTEE**

- 6.01 The Labour/Management Joint Committee shall be established consisting of the following persons:
- (a) The Union Bricklaying Sector Co-Coordinator;
  - (b) A Union Business Representative assigned to the Bricklaying Sector, designated by the Union;
  - (c) A representative designated by the Toronto Residential Construction Labour Bureau; and
  - (d) A representative designated by the Masonry Contractors' Association of Toronto.
- 6.02 A quorum of the Labour/Management Joint Committee shall be the four (4) duly appointed members.
- 6.03 The Labour/Management Joint Committee will meet to discuss matters of joint interest including the interests of industry, problem solving, monitoring and evaluating compliance with the Collective Agreement and this Bricklaying Enforcement System within seven (7) working days of notice in writing of such matter(s). The Union Bricklaying Sector Co-Coordinator shall schedule all such meetings after consultation with the other Labour/Management Joint Committee Members.



- 6.04 Decisions of the Labour/Management Joint Committee shall be taken by consensus and with the unanimous support of all members of the Committee.
- 6.05 In the event the Labour/Management Joint Committee is unable to agree on a course of action to deal with the matter(s), the Arbitrator shall attempt to mediate any disagreement. Failing resolution of the matter(s) at mediation, the Arbitrator shall cast a deciding vote. Except as provided in Part VIII, the Labour/Management Joint Committee shall not have any power to alter or change any of the provisions of this Bricklaying Enforcement System or the Collective Agreement or substitute any new provision for any existing provision thereof.
- 6.06 The Labour/Management Joint Committee may augment and improve this Bricklaying Enforcement System only upon unanimous agreement of the Committee members. The casting vote of the Arbitrator shall not apply to any issues involving any such improvements to the Bricklaying Enforcement System. The Labour/Management Joint Committee shall not have the power to derogate in any material fashion from this Bricklaying Enforcement System.
- 6.07 The Labour/Management Joint Committee shall have no power to order the Union, its business representatives and/or its members to post a bond or Letter of Credit to secure payment of damages or levies or impose discipline, fines, suspension or expulsion. Such proceedings must occur under the Union Constitution. Any complaint that may warrant such remedial action may be initiated by any party in writing to the Union Investigation Committee.
- 6.08 The Labour/Management Joint Committee may initiate proceedings before the Ontario Labour Relations Board on behalf of the Union and TRCLB and/or MCAT to compel compliance with the Collective Agreement and this Bricklaying Enforcement System upon authorization by decision of the Labour/Management Joint Committee, in circumstances where it is satisfied that there is a deliberate concerted effort to undermine, evade and/or avoid the provisions of the Collective Agreement and this Bricklaying Enforcement System.

## **ARTICLE 7 - LETTERS OF CREDIT**

- 7.01 The Arbitrator shall have jurisdiction over Letters of Credit as obtained or secured by Prime Masonry Contractors or Masonry Contractors or any others bound to or by this enforcement system.
- 7.02 When any payments are ordered as against a Prime Masonry Contractor or Masonry Contractor, and they are drawn from their Letter of Credit, they shall replenish the Letter of Credit in accordance with Article 2.02 (k).

## **ARTICLE 8 - COMPLAINT TO ARBITRATOR**

- 8.01 Where the Arbitrator is satisfied that the Union, a Masonry Contractor, a Prime Masonry Contractor or Builder has engaged in a deliberate concerted effort to undermine, evade or avoid the provisions of the Collective Agreement and/or this Bricklaying Enforcement System, the Arbitrator may apportion responsibility for such acts against the Union and any Builder, Prime

Masonry Contractor and/or Masonry Contractor and award the payment of damages and/or penalties payable to the Expedited Arbitration Administration account only, in addition to any and all sums payable through the Expedited Arbitration System hereunder. Such funds as are payable by the Prime Masonry Contractor or Masonry Contractor may be drawn against the Contractor's Letter of Credit.

*J.M.*

A large, stylized handwritten signature in blue ink, possibly reading 'J.M.', located at the bottom right of the page.

**BRICKLAYING ENFORCEMENT SYSTEM  
APPENDIX 'A'**

**BUILDER'S NOTICE OF PROJECTS  
MASONRY REPORT**

Builder's Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Expected Masonry Start Date: \_\_\_\_\_

Expected Masonry Completion Date: \_\_\_\_\_

Masonry Contractor

Awarded Contract: \_\_\_\_\_

Registered Plan or Draft

Plan of Subdivision: \_\_\_\_\_

Number of Lots: \_\_\_\_\_

Description of Housing Structures: \_\_\_\_\_

\_\_\_\_\_

J. All.  
8

**BRICKLAYING ENFORCEMENT SYSTEM  
APPENDIX 'B'**

**NOTICE OF PROJECTS  
MASONRY CONTRACTOR/SUBCONTRACTOR**

Date: \_\_\_\_\_

Masonry Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Builder/Developer: \_\_\_\_\_

Prime or Main Contractor: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Municipality (if known): \_\_\_\_\_

Plan No. (if known): \_\_\_\_\_ Total Lots Awarded: \_\_\_\_\_

Lot Number	Structure Type (i.e. Single, Semi or Multiple)	Start Date	Completion Date

*J.M.*



**BRICKLAYING ENFORCEMENT SYSTEM  
APPENDIX 'C'**

**NOTICE OF SUBCONTRACTING  
TO BE COMPLETED BY LEAD CONTRACTOR**

Date: \_\_\_\_\_ For the Month of: \_\_\_\_\_

Prime Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Sub-Contractors' Name & Address	Builder & Location of Project	Lot Numbers	Start Date

## APPENDIX 'D-1'

### Primary Lead Contractor to Secondary Lead Contractor

#### CONSENT FORM

(Subject to Union's Approval)

Pursuant to Article 15 of the Collective Agreement, the undersigned Primary Lead Contractor, confirms that it has obtained a contract to perform work under the MCUTV Collective Agreement and has commenced work on that project, but is unable to complete the work on the project using its own forces or subcontractors and requests the approval of the Union to subcontract the work to \_\_\_\_\_ (the Secondary Lead Contractor) who will, in turn, subcontract the work to an Employer bound to the Collective Agreement. The Primary Lead Contractor confirms that it has or had its own employees or subcontractors on the project, as described below.

The Primary Lead Contractor acknowledges that it is responsible pursuant to Article 15.02 of the Collective Agreement for the payments of all remittances to the Union should the Employer or the Secondary Lead Contractor, whatever the case may be, fail to make such payments in the time and manner required by the Collective Agreement.

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Builder's Name: \_\_\_\_\_

Description of the Work and  
no. of units to subcontract \_\_\_\_\_  
\_\_\_\_\_

Primary Lead Contractor's Name: \_\_\_\_\_

Dated at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

For the Union:

For the Primary Lead Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

## APPENDIX 'D-2'

### Secondary Lead Contractor to Employer

#### CONSENT FORM

(Subject to Union's Approval)

Pursuant to Article 15 of the Collective Agreement, the undersigned Secondary Lead Contractor represents that it has received a subcontract to perform work under the MCUTV Collective Agreement from \_\_\_\_\_ (the Primary Lead Contractor) and requests the approval of the Union to further subcontract the work to \_\_\_\_\_ (an Employer bound to the collective Agreement).

The Secondary Lead Contractor acknowledges that it is responsible pursuant to Article 15.02 of the Collective Agreement for the payments of all remittances to the Union should the subcontractor fail to make such payments in the time and manner required by the Collective Agreement.

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Builder's Name: \_\_\_\_\_

Description of the Work and  
No. of Units to Subcontract \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Secondary Lead Contractor's Name: \_\_\_\_\_

Dated at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

For the Union:

For the Secondary Lead Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



**LETTER OF UNDERSTANDING NUMBER 1**

**B E T W E E N:**

**MASONRY CONTRACTORS' ASSOCIATION OF TORONTO ON BEHALF OF ALL ITS MEMBERS**

(hereinafter called the "Employer")

- and -

**BRICKLAYERS, MASONS INDEPENDENT UNION OF CANADA, LOCAL 1**

(hereinafter called the "Union")

- and -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183**

(hereinafter called the "Union")

- and -

**MASONRY COUNCIL OF UNIONS TORONTO AND VICINITY**

(hereinafter called the "Union")

**New or Existing Entities**

The Employer hereby confirms that it is not carrying on associated or related activities or businesses by or through more than one corporation, individual, firm, syndicate, or other entity or association or any combination thereof, under common control or direction, that is not signatory to this Collective Agreement. For the purpose of this Letter of Understanding, "activities" include any activities contemplated by the Purpose and Intent, Recognition, and/or Scope clauses of this Collective Agreement.

The Parties further agree that all provisions of Section 1 (4) and 69 of the Ontario *Labour Relations Act* (as they exist on the day of signing) are hereby incorporated into and form part of this Collective Agreement, with such modifications as may be necessary for an Arbitrator with the jurisdiction arising out of this Collective Agreement and/or the Expedited Arbitration System and/or the Ontario *Labour Relations Act*, to have all of the powers that the Board would otherwise have under the provisions of the Act.

Signed and dated at Toronto this 5<sup>th</sup> day of July, 2019

For the Union:

  
\_\_\_\_\_  
Jack Oliveira

  
\_\_\_\_\_  
John Meiorin

For the Employer:

  
\_\_\_\_\_  
Rocco Di Padre

  
\_\_\_\_\_  
John Sepe



## LETTER OF UNDERSTANDING NUMBER 2

**B E T W E E N:**

**MASONRY CONTRACTORS' ASSOCIATION OF TORONTO ON BEHALF OF ALL ITS MEMBERS**

(hereinafter called the "Employer")

- and -

**BRICKLAYERS, MASONS INDEPENDENT UNION OF CANADA, LOCAL 1**

(hereinafter called the "Union")

- and -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183**

(hereinafter called the "Union")

- and -

**MASONRY COUNCIL OF UNIONS TORONTO AND VICINITY**

(hereinafter called the "Union")

### Remittances and Contributions

The parties agree that during the lifetime of the Agreement the Union shall have the right, at any time, to require the Employer to change the amount of contributions to any of the employee benefit funds set out in this Collective Agreement, or which may be established hereafter by the Union, by transferring any portion of the contributions required to be made to any particular employee benefit fund (now existing or existing in the future), other than the Vacation Pay Fund and the Industry Fund, to any other employee benefit fund (now existing or existing in the future) provided that there should be no increase in the total monetary contributions required to be made under this Agreement.

The parties agree that this Letter forms part of the Collective Agreement binding upon them and may be enforced as such.

Signed and dated at Toronto this 5<sup>th</sup> day of July, 2019

For the Union:

  
\_\_\_\_\_  
Jack Oliveira

  
\_\_\_\_\_  
John Meiorin

For the Employer:

  
\_\_\_\_\_  
Rocco Di Padre

  
\_\_\_\_\_  
John Sepe

**LETTER OF UNDERSTANDING NUMBER 3**

**B E T W E E N:**

**MASONRY CONTRACTORS' ASSOCIATION OF TORONTO ON BEHALF OF ALL ITS MEMBERS**

(hereinafter called the "Employer")

- and -

**BRICKLAYERS, MASONS INDEPENDENT UNION OF CANADA, LOCAL 1**

(hereinafter called the "Union")

- and -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183**

(hereinafter called the "Union")

- and -

**MASONRY COUNCIL OF UNIONS TORONTO AND VICINITY**

(hereinafter called the "Union")

**Name of Union**


The parties agree that, during the term of this Collective Agreement, the Masonry Council of Unions Toronto and Vicinity (Council), and any member of the Council, has the right to, and may, change its name.

The Employer agrees that upon written notice from the Council that it, or one or more of its constituent members, has formally changed its, or their name, the Council, and/or its constituent members, under its new name, will enjoy all status, rights, obligations, and will in all other ways, both under the Collective Agreement and otherwise, be the successor to the Masonry Council of Unions Toronto and Vicinity, Labourers' International Union of North America, Local 183 or the Bricklayers Masons Independent Union of Canada, Local 1, as the case may be.

The parties agree that this Letter forms part of this Collective Agreement and may be enforced as such.


Signed and dated at Toronto this 5<sup>th</sup> day of July, 2019

For the Union:

  
\_\_\_\_\_  
Jack Oliveira

  
\_\_\_\_\_  
John Meiorin

For the Employer:

  
\_\_\_\_\_  
Rocco Di Padre

  
\_\_\_\_\_  
John Sepe

## LETTER OF UNDERSTANDING NUMBER 4

**B E T W E E N:**

**MASONRY CONTRACTORS' ASSOCIATION OF TORONTO ON BEHALF OF ALL ITS MEMBERS**  
(hereinafter called the "Employer")

- and -

**BRICKLAYERS, MASONS INDEPENDENT UNION OF CANADA, LOCAL 1**  
(hereinafter called the "Union")

- and -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183**  
(hereinafter called the "Union")

- and -

**MASONRY COUNCIL OF UNIONS TORONTO AND VICINITY**  
(hereinafter called the "Union")

### ARTICLE 1.03 Items (i), (n), (o)

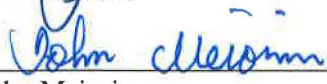
The Union and the Employer have confirmed that the work set out in Article 1.03 (i), (n) and (o) falls within the scope of this Collective Agreement and is therefore subject to the subcontracting provisions of the Collective Agreement. The parties agree that the following applies with respect to such work during the term of this Collective Agreement for the period May 1, 2019 to April 30, 2022:

1. If the Employer requests that the Union provide the name of a company bound to the Collective Agreement to perform such work, and there are no companies which can promptly perform such work, then the Employer may subcontract such work as they see fit.
2. If there is a company bound to the Collective Agreement who can perform the work, then such company must be competitive in price with industry standards, or the Employer may subcontract the work as they see fit.
3. Should the Employer subcontract any work under this Letter of Understanding to a company which is not bound to the Collective Agreement, the Union retains the right to seek to organize the employees of the company and/or to have the Company become bound to the Collective Agreement.

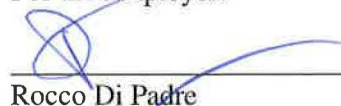
Signed and dated at Toronto this 5<sup>th</sup> day of July, 2019

For the Union:

  
\_\_\_\_\_  
Jack Oliveira

  
\_\_\_\_\_  
John Meiorin

For the Employer:

  
\_\_\_\_\_  
Rocco Di Padre

  
\_\_\_\_\_  
John Sepe

**LETTER OF UNDERSTANDING NUMBER 5**

**B E T W E E N:**

**MASONRY CONTRACTORS' ASSOCIATION OF TORONTO ON BEHALF OF ALL ITS MEMBERS**

(hereinafter called the "Employer")

- and -

**BRICKLAYERS, MASONS INDEPENDENT UNION OF CANADA, LOCAL 1**

(hereinafter called the "Union")

- and -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183**

(hereinafter called the "Union")

- and -

**MASONRY COUNCIL OF UNIONS TORONTO AND VICINITY**

(hereinafter called the "Union")

**TRAINING REVIEW COMMITTEE**

WHEREAS in collective bargaining in 2019 the parties have discussed the need for new apprentices and whether the Life Long Learning Centre curriculum is meeting the needs of such apprentices and their contractor employers;

NOW THEREFORE the parties agree that:

1. The parties will form a Training Review Committee consisting of 3 members appointed by MCAT, and 3 members appointed by the MCUTV.
2. The Committee will meet on June 17, 2019 at MCAT's offices, and on such dates as may be agreed to thereafter to review:
  - a. The Training Curriculum and any proposed changes or additions to it.
  - b. The process of hiring and recruiting apprentices, including improvements to how apprentices are introduced to and paired with contractors.
  - c. The possibility of a creating an apprentice information package which would be provided to new apprentices when they inquire about apprentices at the Union or Training Centre; or
  - d. Any other training related matters that either party may wish to raise.
3. As appropriate the Training Review Committee will invite the Director and other representatives of the Training Centre to meet with the Committee to make joint recommendations, proposals or otherwise seek the cooperation of the Training Centre to implement the items agreed to by the



Training Review Committee. The Union confirms that it will use its best efforts to ensure the cooperation of the Training Centre.

4. It is the intention of the parties that the Training Review Committee will have concluded the above steps prior to November 1, 2019 and their joint hope that any agreed to changes to the Training Curriculum will be in place in January 2020 or as soon thereafter as may be practicable.

Signed and dated at Toronto this 5<sup>th</sup> day of July, 2019

For the Union:

  
\_\_\_\_\_  
Jack Oliveira

  
\_\_\_\_\_  
John Meiorin

For the Employer:

  
\_\_\_\_\_  
Rocco Di Padre

  
\_\_\_\_\_  
John Sepe

**LETTER OF UNDERSTANDING NUMBER 6**

**B E T W E E N:**

**MASONRY CONTRACTORS' ASSOCIATION OF TORONTO ON BEHALF OF ALL ITS MEMBERS**

**(hereinafter called the "Employer")**

**- and -**

**BRICKLAYERS, MASONS INDEPENDENT UNION OF CANADA, LOCAL 1**

**(hereinafter called the "Union")**

**- and -**

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183**

**(hereinafter called the "Union")**

**- and -**

**MASONRY COUNCIL OF UNIONS TORONTO AND VICINITY**

**(hereinafter called the "Union")**

**INDUSTRY REVIEW COMMITTEE**

1. The parties agree to form an Industry Review Committee which shall be comprised of three (3) persons appointed by the MCUTV and three (3) persons appointed by MCAT.
2. The Industry Review Committee shall meet at least two times per year. In addition to any scheduled meetings, the Industry Review Committee will meet within five (5) days of a request by either the MCUTV or MCAT.
3. The Committee shall discuss such issues as any party may wish to raise including, but not limited to:
  - a. Any changes in the interpretation of the language or the enforcement of the Collective Agreement, as well any changes which are proposed to the Collective Agreement to remedy any industry issues.
  - b. Development of industry best practices or standards, and a review of successes or problems raised by contractor members, or unionized workers.
  - c. Steps to be taken to encourage, develop and retain a skilled workforce.
  - d. Actions to be taken with municipal or provincial governments to permit, facilitate, or promote the use of brick, block or masonry in residential construction.

**Signed and dated at Toronto this** 5<sup>th</sup> **day of** July, **2019**

For the Union:

  
\_\_\_\_\_  
Jack Oliveira

  
\_\_\_\_\_  
John Meiorin

For the Employer:

  
\_\_\_\_\_  
Rocco Di Padre

  
\_\_\_\_\_  
John Sepe

**LETTER OF UNDERSTANDING NUMBER 7  
REGARDING DAMAGES CALCULATIONS**

**In the Matter of a Collective Agreement between:**

**Masonry Contractors' Association of Toronto**

("MCAT")

**and**

**Bricklayers, Masons Independent Union of Canada, Local 1**

("Local 1"),

**Labourers' International Union of North America, Local 183**

("Local 183"),

**and Masonry Council of Unions Toronto and Vicinity**

("MCUTV")

**And In the Matter of a Collective Agreement between:**

**Masonry Contractors' Association of Toronto**

("MCAT")

**and**

**Bricklayers, Masons Independent Union of Canada, Local 1**

("Local 1")

**WHEREAS** MCAT and Local 1 are also party to a collective agreement applicable in the ICI sector of the construction industry throughout the Province of Ontario ("the Local 1 collective agreement").

**AND WHEREAS** Local 1, Local 183 and the MCUTV and MCAT are bound to a collective agreement applicable to the all sectors of the construction industry, save and except the ICI sector in the Province of Ontario ("the MCUTV collective agreement").

**AND WHEREAS** the MCUTV Collective Agreement and the Local 1 Collective Agreement both contain various provisions restricting and regulating the subcontracting of work covered by those collective agreements.

**AND WHEREAS** MCAT, Local 183, Local 1 and the MCUTV have agreed about how damages shall be calculated for violations of the subcontracting provisions of their collective agreements for work outside of Board Areas 8, 9 and 18 (defined herein as "in-boundary work");

**NOW THEREFORE** the parties agree as follows:

**DEFINITIONS**

1. In this Letter of Understanding the term "in-boundary work" will mean bargaining unit work performed within the geographic area shaded blue on the map attached hereto as "Appendix A.
2. The term "out-of-boundary work" will mean bargaining unit work performed outside the blue area of the map beginning with a border which includes:
  - The geographic area of Hamilton,

- The following areas within the geographic area of Wellington:
  - Puslinch
  - Guelph/Eramosa
  - Erin
- The following areas within the geographic area of Dufferin:
  - East Garafraxa
  - Orangeville
  - Mono
  - Melancthon
  - Mulmur
- The following areas within the geographic area of Grey:
  - Grey Highlands
  - The Blue Mountains
- The following areas within the geographic area of Parry Sound:
  - The Archipelago
  - Seguin
  - McMurrich/Monteith
  - Perry
  - Kearney
- The geographic area of Nipissing
- The following areas within the geographic area of Haliburton:
  - Algonquin Highlands
  - Mindin Hills
- The geographic area of Kawartha Lakes except for that portion that falls within Ontario Labour Relations Board Area No. 9
- The following areas within the geographic area of Peterborough:
  - that portion of the Township of Cavan-Monaghan falling outside of Ontario Labour Relations Board Area No. 9
  - Otonabee-South Monaghan
- The following area within geographic area Northumberland:
  - Port Hope

surrounding the blue shaded area of the map and extending outward to Ontario's Provincial borders.

3. If there is a dispute as to whether work is out-of-boundary work or in-boundary work will be resolved first by reference to Appendix A. Where the issue cannot be resolved by reference to Appendix A, the work will be considered in-boundary work if the municipality issuing the applicable work permit is in whole or in part within the blue area, otherwise the work will be considered out-of-boundary work.

## RESTRICTION



4. This Letter of Understanding shall only apply to Lead Contractors who are permitted to subcontract work in accordance with Article 15.05 the Collective Agreement, being employers who directly employ ~~30~~ thirty-one (31) or more bargaining unit employees, who subcontract work to a company which is not bound to the Collective Agreement with respect to out-of-boundary work.
5. Where a company which is not entitled to subcontract work pursuant to Article 15.05 violates the sub-contracting provisions of the Collective Agreement they shall pay a penalty calculated in accordance with Article 15.05 (d) [\$500 per day for each unit subcontracted] together with such damages as may be awarded on a *Blouin Drywall* basis, regardless of whether such violations took place in-boundary or out-of-boundary.
6. All provisions of the Collective Agreement will continue to apply with respect to in-boundary work without modification or addition, including the subcontracting provision of the collective agreement.

#### DAMAGES CALCULATION

7. All provisions of the Collective Agreement will apply with respect to out-of-boundary work without modification or addition, except the provisions relating to the calculation of damages.
8. Instead the following rules will apply to the calculation of damages for subcontracting of out-of-boundary work to a company which is not bound to the Collective Agreement:
  - a. the Employer will pay damages of one hundred dollars (\$100.00) for every one thousand (1,000) standard residential bricks laid by the subcontractor. If another masonry product is used, then one hundred dollars (\$100.00) will be paid for every equivalent area of wall. The damages shall increase to \$125.00 effective January 1, 2020, \$150.00 effective January 1, 2021 and \$175.00 effective January 1, 2022. In addition, effective January 1, 2020 the union will forward 10% of the damages collected to MCAT for the purpose of promoting the Masonry Industry in Ontario.
  - b. The reduced damages in (a) shall only apply if the Lead Contractor provides the union with the following information:
    - (i) Builder's/General Contractor's name
    - (ii) Location of the work,
    - (iii) Expected start date.

The Lead Contractor will provide this information by completing the form attached hereto as "Appendix B" and sending it to MCAT and the union before the work commences and, as soon as possible, the Lead Contractor must also provide the Union with the name of any subcontractor(s), WSIB Clearance form(s), Company Corporate Profile Report, Business Card(s), and all information which the Union may require in order to properly identify the subcontractor(s); and
  - c. The Lead Contractor will remit the payment described at paragraph (a) above by the fifteenth (15<sup>th</sup>) day of the month following the month for which work is completed on single family units, semi-detached units or blocks of town houses. The Lead Contractor and the Union will agree upon a payment schedule, based upon the

payment rate described in paragraph (a) above. When making these remittances the Lead Contractor will specify the names of the sub-contractors, along with the sub-contractors' Workplace Safety & Insurance Board (WSIB) Firm Number, the names of builders, general contractors, the names of the relevant projects, if any, the number of bricks laid (or equivalent wall area), and the lots completed, where applicable. The Lead Contractor will provide this information by completing the form attached hereto as "Appendix C" and sending it to Union along with the payment, and the union will send a copy of the form to MCAT.

- d. It shall be a condition of the subcontract that there be no further subcontracting of the work. It is understood that the Lead Contractor shall pay directly the invoices of the masonry subcontract crews. and shall be listed on the notice in (c) above.
  - e. Where notice was not given in accordance with (b), and/or reporting was not made in accordance with (c), then the contractor will be required to pay (1) Ten Thousand Dollars (\$10,000.00) in liquidated damages and (2) damages in an amount equal to benefits and contributions which would have been paid to the Union, its members or any of the trust funds established under the Collective Agreement with respect to each and every hour worked calculated at the Bricklayers' Rate, and where direct hours cannot be established based on a formula of one hundred and eighty (180) hours per ten thousand (10,000) bricks. If, after the violations are discovered, the contractor has remaining houses to complete on the same contract, and the required notice and reporting is made in accordance with (b) and (c) above, then the contractor shall be entitled to finish the contract, subject to 8(a) above.
9. On request of the Union, the Lead Contractor will provide copies of any and all requested invoices from a subcontractor together with the payment records and WSIB clearance slips, and any other record necessary to confirm the information provided under paragraph 8. Where the information is not provided it will be deemed to be non-union work and the damages under paragraph 8 (e) shall be aid.
10. The damages referred to in paragraph 8 will be made payable to the MCUTV.
11. Nothing herein shall prevent the Union from seeking to organize the employees of the non-union sub-contractor and/or to have the non-union sub-contractor become bound to the Collective Agreement, and it is agreed that there shall be no interference from the Lead Contractor in any such organizing attempts.

**In respect of the Masonry Council of Unions Toronto & Vicinity Collective Agreement**

Signed and dated at Toronto this 5th day of July, 2019

For the Union:

  
\_\_\_\_\_  
Jack Oliveira

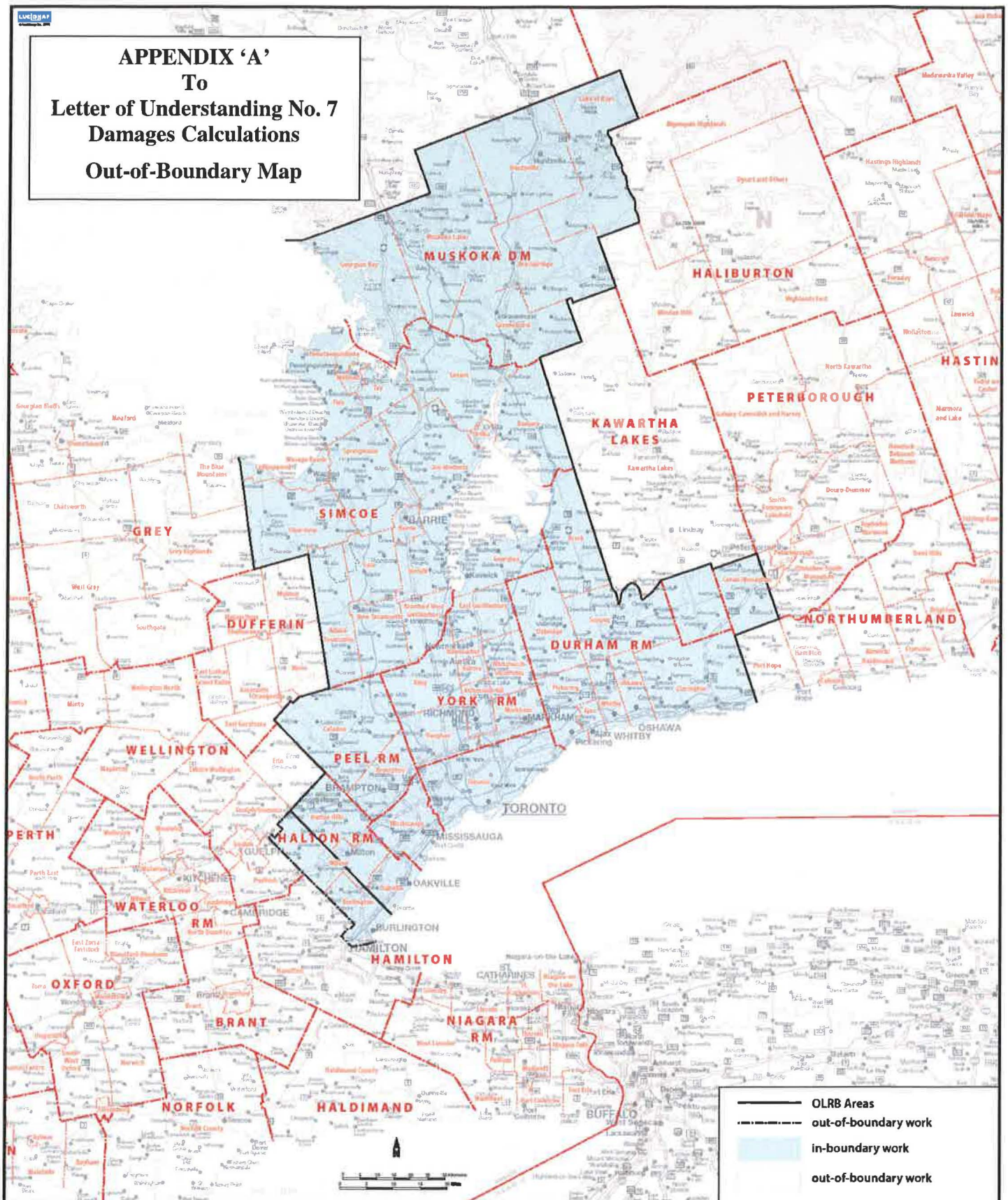
  
\_\_\_\_\_  
John Meiorin

For the Employer:

  
\_\_\_\_\_  
Rocco Di Padre

  
\_\_\_\_\_  
John Sepe





*John*

**APPENDIX 'B'**  
**To**

**Letter of Understanding Number 7**

**DAMAGES CALCULATIONS**

**Project Confirmation Pre-Commencement Form**

Date: \_\_\_\_\_

Lead Contractor: \_\_\_\_\_

Builder's/General Contractor's Name: \_\_\_\_\_

Site Name & Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Expected or Approximate Start Date: \_\_\_\_\_

**Before commencing work**, this reporting form must be completed and forwarded to:

MCUTV

1263 Wilson Avenue, Suite 200, Toronto, Ontario M3M 3G3

Facsimile: 416 241 9845

and

Masonry Contractors' Association of Toronto

5155 Spectrum Way, Unit 16, Mississauga, Ontario L4W 5A1

Facsimile: 905 614 1102

*J. L.*



**APPENDIX 'C'**  
to  
**Letter of Understanding Number 7**  
**Damages Calculations Remittance Form**

Company Name: \_\_\_\_\_ Company Number: \_\_\_\_\_

Project Name & Location	Sub-Contractor's Name	Work Completed by Sub-Contractor For Low Rise Residential Projects list all Lot & Block Nos. For High Rise Residential provide a description of the work	Total Bricks Laid or Equivalent Brick Amount

Brick Totals: \_\_\_\_\_

Monthly Payment: Total Bricks \_\_\_\_\_ ÷ 1,000 = \_\_\_\_\_ X \$100.00 = \_\_\_\_\_ (Make Cheque Payable to MCUTV)

Forward one copy of this form along with your payment to MCUTV @ 1263 Wilson Avenue, Suite 200, Toronto, Ontario, M3M 3G2.  
A copy of this form is to also be forwarded to the Masonry Contractors' Association of Toronto @ 5155 Spectrum Way, Unit 16, Mississauga, Ontario, L4W 5A1.

## LETTER OF UNDERSTANDING NUMBER 8

### WORKING FOR NON-UNION BUILDERS or CONTRACTORS

In the Matter of a Collective Agreement between:

Masonry Contractors' Association of Toronto  
("MCAT")

and

Bricklayers, Masons Independent Union of Canada, Local I ("Local I")  
Labourers' International Union of North America, Local 183 ("Local 183") and  
Masonry Council of Unions Toronto and Vicinity  
("MCUTV")

And In the Matter of a Collective Agreement between:

Masonry Contractors' Association of Toronto  
("MCAT")

Bricklayers, Masons Independent Union of Canada, Local 1  
("Local I")

**WHEREAS** Local I, Local 183 and the MCUTV and MCAT are bound to a collective agreement applicable to the residential sector of the construction industry in Ontario Labour Relations Board Geographic Areas 8, 9, 110, 11, 18 and that portion of Ontario Labour Relations Board Area No. 12 west of the Trent Severn Waterway ("the MCUTV collective agreement").

**AND WHEREAS** MCAT and Local I are also parties to a collective agreement applicable to all types of construction throughout the Province of Ontario, save and except those persons covered by the MCUTV Collective Agreement ("the Local 1 collective agreement").

**AND WHEREAS** the parties have discussed the importance of ensuring that house builders bound to a collective agreement with LIUNA Local 183 or BMIUC Local 1 ("unionized builders") have access to skilled workers to perform bricklaying and masonry work, and concerns that some unionized builders are facing delays while unionized bricklaying companies and crews perform work for non-union builders;

**NOW THEREFORE** the parties agree as follows:

1. If requested by the Union or MCAT's Board of Directors a main contractor shall withdraw his forces from working for a non-union builder, meaning a builder who is not bound to a collective agreement with LIUNA Local 183 or BMIUC Local 1 are in the relevant area ("non-union builder(s)"), or where appropriate delay performing work for the non-union builder, and perform work for a unionized builder, subject to the following conditions:
  - a. The request must be in writing, and delivered by email, fax or by hand;
  - b. The unionized builder requiring a bricklaying contractor must be prepared to pay a fair market price for the work; and
  - c. The main contractor shall be permitted to delay departure by up to five (5) days to complete a house which has already been partially bricked;

however

- d. It is understood that no main contractor shall be requested to withdraw their forces under this Letter of Understanding where a non-union builder has contracted or subcontracted all bricklaying and masonry work (on all of their current projects in the Province of Ontario) to a company, or companies, which are signatory to the Brick 1 collective agreement or the MCUTV collective agreement.
2. If advised by the Union or MCAT's Board of Directors that a main contractor bound to this collective agreement requires subcontractors, any subcontractor bound to the Local 1 collective agreement or the MCUTV collective agreement who is working for a non-union main contractor, shall withdraw his forces from working for the non-union contractor, and perform work for the unionized main contractor under the terms of the applicable collective agreement.
3. This Letter of Understanding shall apply to any residential masonry construction work falling within the scope of the Local 1 collective agreement, or the MCUTV collective agreement. It shall not apply to work under the Local 1 collective agreement in the industrial, commercial and institutional sector of the construction industry.
4. This Letter of Understanding is effective immediately, and shall remain in effect until April 30, 2022.

Signed and dated at Toronto this 5<sup>th</sup> day of July, 2019

For the Union:

  
\_\_\_\_\_  
Jack Oliveira

  
\_\_\_\_\_  
John Meiorin

For the Employer:

  
\_\_\_\_\_  
Rocco Di Padre

  
\_\_\_\_\_  
John Sepe

**LETTER OF UNDERSTANDING NUMBER 9**

**B E T W E E N:**

**MASONRY CONTRACTORS' ASSOCIATION OF TORONTO ON BEHALF OF ALL ITS MEMBERS**

**(hereinafter called the "Employer")**

**- and -**

**BRICKLAYERS, MASONS INDEPENDENT UNION OF CANADA, LOCAL 1**

**(hereinafter called the "Union")**

**- and -**

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183**

**(hereinafter called the "Union")**

**- and -**

**MASONRY COUNCIL OF UNIONS TORONTO AND VICINITY**

**(hereinafter called the "Union")**

**STUCCO**

WHEREAS LiUNA Local 183 has been organizing stucco employees and signing independent collective agreements with various contractors;

AND WHEREAS many MCAT member contractors contract with their clients for stucco as part of the bricklaying and siding package of work;

AND WHEREAS the parties are in agreement that there should be a level playing field in the industry and they wish to have a common collective agreement;

NOW THEREFORE they agree as follows.

1. Effective May 1, 2019 Masonry Construction covered by the Collective Agreement shall include the application of exterior insulated finishing systems (EIFS) and exterior stucco, including sprayed polyurethane applicators, polypropylene plastic sheet membrane applicators, air vapour barrier installers and all work incidental thereto (hereinafter referred to as "Stucco Work"). All of the terms of the Collective Agreement shall apply to Stucco Work except as expressly modified below.
2. Article 15.01, 15.02, 15.03, 15.04 (all dealing with subcontracting) will not apply to Stucco Work until the Union advises that it represents at least 65% of the stucco contractors, employing at least 65% of the stucco employees, in OLRB Geographic Area 8. It is understood that any subcontracts which have been entered into prior to that date may nevertheless be honoured up to December 31, 2020 regardless of union affiliation.
3. Article 15.05 (number of employees to subcontract) shall not apply to the subcontracting of Stucco Work.



4. Any contractor who is not currently bound to the Collective Agreement whose main business is Stucco Work shall not be considered a New Employer for the purpose of Article 26 of the Collective Agreement if they voluntarily become bound to the Collective Agreement prior to November 1, 2019. However, if such employer fails to pay the dues, benefits or contributions owing under the Collective Agreement such that they become two (2) or more months in arrears, then they shall become a New Employer.
5. The Letter of Credit for New Employers who only perform Stucco Work shall be \$25,000 for the purpose of Article 26.03 of the Collective Agreement.
6. Employees performing Stucco Work shall be paid the same package (vacation pay, welfare, benefits, Long Term Care, Retiree Fund, Training Fund Prepaid Legal, Promo Fund, Pension Fund, CECOF) and be subject to the same deductions (Union dues, Working Dues, OPDC dues) as a Bricklayer. The hourly rates and classifications for persons who only engage in Stucco Work shall be:


Classification	January 1, 2020	January 1, 2021	January 1, 2022
Serviceman/Handyman	\$36	\$37	\$38
Journeyman Stucco Installer	\$36	\$37	\$38
Stucco Installer Assistant	\$24	\$25	\$26

- Note 1: A Stucco Installer's Assistant shall assist with the mixing and transporting of materials but shall not perform any work on the trade tools.
- Note 2: Apprentices: The wages for Stucco Installer Apprentices shall be set following the same hours of work, and percentages as described for Bricklayers' Apprentices who are not registered with the Local 183 Members Training and Rehabilitation Fund (Schedule A, Article 1.03 (e)).
- Note3: Servicemen A Serviceman/Handyman shall receive no less than the hourly rate paid to the Journeyman. The following additional conditions shall also apply:
- (a) Servicemen/Handymen shall be provided with an appropriate vehicle and tools. The vehicle shall be leased by and/or registered to the Company, or to a corporation owned or affiliated with the Company. The Company shall pay for vehicle insurance, parking (if required), gas and tolls (if required to use toll roads by the Company) and tool maintenance and replacement as necessary. It shall be at the sole discretion of the Company to determine whether the vehicle shall be parked or stored at the Company's shop or premises when not in use performing Company work. For the purpose of this provision, tools do not include hand tools.
  - (b) The parties agree that an Hourly Serviceman/Handyman who picks up his service vehicle at the shop is paid from the time he arrives at the shop until the time he leaves the shop at the end of the day. An Hourly Serviceman/Handyman who is permitted to take the service vehicle home at night, is paid from the time they arrive at the first jobsite in morning (or the Company's shop if they attend there first) until the time they leave the last jobsite at the end of the day (or the Company's shop if they are required to attend there prior to going home).
7. Should an Employer have an employee engaged under the terms set out in this LOU perform other work covered by the Collective Agreement, then they shall receive the higher rate set out in the Collective Agreement for all of their work.

8. This Letter of Understanding will expire on April 30, 2022 and will not be renewed without the express agreement of the Unions and MCAT. If this Letter of Understanding is not renewed, then MCAT confirms that it will not object to the Union entering into separate agreements with the stucco contractors or any new association which may be formed.


Signed and dated at Toronto this 5<sup>th</sup> day of July, 2019


For the Union:

  
\_\_\_\_\_  
Jack Oliveira

  
\_\_\_\_\_  
John Meiorin

For the Employer:

  
\_\_\_\_\_  
Rocco Di Padre

  
\_\_\_\_\_  
John Sepe