

SOURCE	ASSOC.
EFF.	03 07 84
TERM.	31 05 86
No. OF EMPLOYEES	700
NOMBRE D'EMPLOYÉS	JRS

AN AGREEMENT made this 3rd day of July, 1984

B E T W E E N :

THE MASONRY CONTRACTORS' ASSOCIATION OF
TORONTO INC., ON BEHALF OF ALL ITS MEMBERS

-hereinafter called the Employers

and

THE BRICKLAYERS, MASONS INDEPENDENT UNION OF
CANADA, LOCAL # 1 (BRICK&AYERS ASSISTANT!+

hereinafter called the Union

IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:

1. TERMS OF AGREEMENT

A) This agreement when signed shall become effective on July 3, 1984, and shall remain in effect until May 31, 1986.

B) The Employers shall employ only members of the Union during the terms of this agreement, except when any of the Employers are working beyond the 40 mile radius from the Toronto City Hall and the Union is not able to supply sufficient personnel. In That situation, the Union will allow any such member of the Employers to hire personnel who commonly reside beyond the 40 mile radius. The Employers are required to pay the prevailing rate of wages in the area and to comply with Article 25 (Check-Off) when they are employing personnel that fall within the above mentioned category.

C) The Employers agree that where a firm or company comprise more than two partners only two of such partners shall be permitted to lay brick or stone.

D) The Union shall be strictly a practical Journeyman's Union. Any member of the Union desiring to engage in contracting must before doing so, resign as a member of the Union.

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E) Any Employer who is a Party of this Agreement, desirous of sub-contracting masonry or brick work, shall only sub-contract same to an employer who has a signed Agreement with the Union, adopting all of the relevant provisions of the Agreement. Such sub-contract may be for:

- a) Labour-only, - or
- b) Labour and equipment only, or
- c) Labour and **equipment. and** materials combined.

Sub-contracting should be used-only in case, the contractor for reasons beyond his control needs **the help** of another contractor

Where a contractor needs to sub-contract a job, he shall obtain the approval of the **joint commission**; without such approval it shall constitute a violation of the Collective Agreement.

The commission shall be comprised of an even number of Association members elected by the members of the Association plus one Union member appointed by the Union. This commission should meet as is required to review applications for sub-contracts and shall grant or deny the application in accordance with Article 1.

F) Members of the Union shall not perform any work on basis of piece work during the term of this agreement and will only provide service on the-basis of the hourly rate as provided in this agreement.

G) The Union may not under any circumstances sign individual agreements with individual members of the Employers.

H) No member of members of the Union shall: be allowed **to lay** brick for any person or Contractor or Company who employs non-Union Stonemasons; and no member of the Union shall **be allowed** to cut stone or lay stone for any person, or Contractor or Company who employs. non-Union Bricklayers.

2. CONDITIONS OF AMENDMENT

Should either party desire to change, add to, amend or terminate this agreement, that party agrees to give to the other party written notice to that effect on or before the first day of March prior to the termination of this agreement.

On receipt of such written notice, the parties to this agreement shall convene a meeting within **30** days and endeavour to reach an agreement, provided that if no such written notice is given by either party, this agreement shall be automatically renewed and remain in force for a further period of one year, from its expiration date.

3. GRIEVANCE PROCEDURE

Any disputes, differences, controversies or grievances affecting or arising out of the interpretation or alleged violation of this agreement shall be adjusted, if possible, by negotiations between specially appointed representatives of each of the parties hereto.

A meeting to discuss **any such** disputes or grievances shall be called within **48** hours of the first notice in writing of such dispute or matter arising hereunder, and the parties shall endeavour to reach a decision within **72** hours of first notification.

The **Union** and Association will each nominate **3** representatives to a committee which shall meet on or about the **21st** day of each month to review monetary defaults by a member of the Association, including default in payment of wages, travelling time, welfare and benefit trust fund contributions, union dues, or vacation pay. By majority decision the committee may determine the action required, if **any, to** assure prompt performance by the defaulting member of its monetary obligations, which action may include joint written demand for payment, joint written recommendation of withdrawal of services by the Union members with respect to the Association member while the monetary default continues and the joint written requirements for the posting of satisfactory security by way of letter of credit or otherwise in such amount as the committee may determine in favour of the Association to ensure the future timely performance by the member of its monetary obligations to the Union and **its** members, or such other lawful remedy as the committee may determine to be appropriate to the particular circumstances.

4. ARBITRATION PROCEDURE

Where a difference arises between the parties hereto relating to the interpretation, application or administration of this agreement including and question as to whether a matter is **arbitrable** or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting the grievance procedure established above, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to the Arbitration Board.

The recipient of the notice shall within five days advise the other party of the name of its appointee to the Arbitration Board.

The two appointees so selected shall, within five days of the appointment of the second of them, appoint a third person who **shall** be the chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within the time limits, the appointment shall be made by the Minister of Labour for Ontario, upon the request of either party.

The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employees affected by it. The decision of a majority shall **be** the decision of the Arbitration Board, and if there is no majority the decision of the Chairman shall govern.

The fees and expenses of **the Chairman** shall be borne **one-half** by the Union and one-half by the Employers. Any other costs or expenses in connection with such arbitration shall be borne by the party which incurs them.

In view of the grievance and arbitration procedure above provided, it is agreed that **the Union** shall not order any strike against any of the Employers, nor shall any member of the Union leave his **work** or engage in any form of **picketing** by way of protest or otherwise. **The Union shall** submit the matter in dispute to arbitration as provided above.

No member of the Employers shall order any lockout during the term of this agreement.

It is hereby understood and **agreed** that each and all parties to this agreement shall report to the respective parties provided above any known violation of any article of the agreement in writing and the matter **shall be** dealt with as a grievance expeditiously in accordance with the said procedure.

5. WORK WEEK, WORK DAY

A) The regular working day, subject to variations by mutual consent of both parties, shall be from **7:30** a.m. until **5:00** p.m. from Monday to Friday inclusive, provided that this provision shall not be construed as a guarantee of hours of work per day or per week, or of ³⁴⁻⁴⁴⁰⁰ days of work per week. Maximum number of working **hours** per day shall be nine **(9)**, and the maximum number of working hours per week shall be forty-four (44); and no person shall be permitted to work a greater number of hours unless overtime rates of wages are paid.

B) Each Contractor shall furnish his employees with a time card and record the hours worked by each employee and after payment the Employer will keep such records at least a period of twenty four months in accordance with Section II of the Ontario Employment Standards Act. Such records shall be made available to the Union if a dispute **arises**.

C) On projects which define that **all work** has to be carried out after hours of business of the client (such as renovation-, such work shall be done as if the hours worked were regular working hours, with the **exception** that they shall be paid for at the rate of time and one seventh. The work period shall be 9 hours per period and **44 hours** per week, from Monday to Friday inclusive.

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Payment for hours worked beyond 9 hours shall be paid for at the rates agreed in Article 6 herein. For work performed on **Saturday, s** Sundays and Holidays the conditions of Article 15 will apply.

6. OVERTIME

Any work performed in **excess of** the regular working period of 9 hours per day or **44** hours per week, Monday to Friday **inclusive**, shall be **deemed** overtime. The rate of wages shall be time and one-half the **regular day shift work**, and after four hours the rates shall be double time. 37A, B-4

7. SHIFT WORK

A) When work, other than work described in Article 5 (c) herein cannot be done during the regular working day, such work may be done as a night shift of not more than nine (9) hours, per shift at rates described in **Article 7 (b)**. No employee except the foreman shall be permitted to work more than one shift in any **24** hours.

B) When a shift system is worked the rate of wages shall be:

- DAY SHIFT: 7:30 a.m. to 5:00 p.m. regular straight time.
- SECOND SHIFT: Time and one-seventh at the regular rate.
- THIRD SHIFT: Time and one-half at **the** regular rate. ✓

8. RATE OF WAGES 50A-1

The rate of wages for Bricklayers Assistants covered by this **agreement, during** the regular day shift working hours shall be:

- 1) Jul. 3/84 to Sep. 30/84 - \$14.53
- 2) Oct. 1/84 to Jun. 2/85 - \$14.73
- 3) Jun. 3/85 to May 31/86 - \$15.13

9. PAYMENT OF WAGES

A) Pay period shall not exceed 7 calendar days. All wages shall be paid during working hours.

B) When paid by cheque, the employees shall receive same not later than **4:00** p.m. on Thursday.

C) When paid by cash, payment made no later than **4:00** p.m. Friday.

1 HOLIDAYS AND VACATION WITH PAY

A) Vacation pay shall be paid twice a year at the rate of 10% of gross wages earned. 55E-1

B) The earnings from January 1 to June 30, to be paid by the 15th of July. From July 1 to December 31, by the 15th of January, except those cases regulated by Article # 18.

11. APPRENTICES

The minimum ~~rate of wages and conditions~~ for apprentices shall be as ~~stipulated by the Ministry of Labour,~~ and parties agree to work jointly on an Apprenticeship programme which shall incorporate a working ration provision. 25C-1

12. NOT APPLICABLE

13. JURISDICTIONAL TERRITORY

The area of jurisdiction is all the Province of Ontario.

14. TRAVELLING EXPENSES

For the purpose of travelling expenses, all the area of Ontario is to be divided in three zones.

A) Zone 1: The City of Toronto up to Highway 12 starting at Lakeshore going north to the town of Myrtle from there following Highway 5 going west to Highway 30 then up north to Stouffville. From Stouffville going west on line 14 to Yonge Street, then up north to Oak Ridges, from there west onto Highway 11 (King Side Rd.) to Bolton then from Bolton following line 9 to Terracotta from there following line 19 to Georgetown. From Georgetown continuing west on line 15 to Spaceside and from there following Highway 25 to the Lakeshore - no travelling expenses.

B) Zone 2: Starting at the above demarkation line up to Highway 57 on the east side (east of Oshawa) going north to Highway 7 to Blackstock then east on Highway 7A to Highway 35 then up north on Highway 35 to Lindsay going west on Highway 7 to Highway 12 then going north. on Highway 12 to Highway 48 then west on Highway 48 to Jacksons Point. Leaving Jacksons Point using north west side border line going along Lake Simcoe to the town of Barrie southwest following Highway 90 to Highway 15 encountering 89 which comes south to meet Highway 50 down to Loretto southwest on Highway 1 and then Highway 7 to Orangeville.

Then continuing southwest on Highway 3 to Highway 26 then down southeast until it meets Highway 24 the down southwest on 24 through **Guelph** then following Highway 6 down south east to the town of Hamilton using 403 down south to Highway 8 following Highway 8 east to Highway 20 turning north to the shoreline of-Hamilton., This is -to be paid at **\$15.00** per day.

C) Zone 3: All the area beyond Zone 2, the travel expenses shall be paid at **\$25.00** per day.

D) Travelling time **will** be paid weekly, provided:

- 1) The designated crew must be able to function.
- 2) The crew must remain on job site until **11:00** a.m.
- 3) Contractor or **forman** has the option to send a crew home before **11:00** a.m. due to inclement weather.

15. HOLIDAYS

No work shall be performed on Saturdays, Sundays, Toronto Civic Holiday and the following Statutory Holidays; New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day and **CHristmas** Day, except in cases of extreme necessity, where life or property is in jeopardy, or for repairing boilers and miscellaneous work in mills where the employees will suffer-by loss of time. Any such wages for such overtime shall be **twice the rate** established herein for work performed in the regular working periods. 8
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16. SUPPLIES BY CONTRACTORS

Paper cups and pure drinking water shall be supplied to the job site for the Bricklayers Assistants from a clean, covered container having a drain faucet, and an adequate supply of pure drinking water and paper **cups** shall be kept readily accessible for workmen **at** all-times.

17. CONCRETE POURS ON SATURDAYS

In the event of Bricklayers Assistants being required in connection with-the pouring of concrete on Saturdays, they will be permitted to work, being paid double time for Saturday.

LAY-OFF NOTICE AND QUITTING

A) One hour's advance notice shall be given and paid for whenever man are dismissed. Termination of employment shall take place at the end of the regular working day, except for incompetency. Employees will be permitted to leave the job one-half hour after-notice is given, in order that they may catch street cars or buses-before the rush hour on account of the difficulty of carrying their tools on crowded cars and buses.

B) Wages receivable shall be paid within **24 hours**. Un-employment Insurance Separation Certificate and Vacation Pay not given to the employee at the time of severance shall be sent by registered mail within **72 hours**.

C) Any employee who voluntarily leaves his employment shall have his wages, Unemployment Insurance Separation Certificate and Vacation Pay by the next regular pay day.

19. SHELTER

Every Contractor shall, within 5 days of the starting of masonry work provide shelter both proper and adequate, sufficiently heated and securely locked in which the employees may eat their lunch and which also provides a sufficiently secure place to keep their tools and clothes. It is further understood that every effort must be made to provide the best sanitary arrangements possible in accordance with the Municipal Health Regulations.

20. POINTING

All pointing and cleaning on new buildings are to be done by members of **the** Union providing the Union can supply a sufficient number of men at the time required who are efficient in this class of work in the opinion of member of Employers.

21. BUSINESS AGENT AND SHOP STEWARD

Union officials shall be permitted on every job site-and have the right to inspect whenever a member of its Union is performing work; when visiting a job site he will make an **effeort to** advise the employer or his supervisor.

No discrimination shall be shown against any Shop Steward for carrying out his duties. All Shop Stewards shall be elected by the members engaged on the job site. Failing the election of "a Shop Steward by the Bricklayers on the job site it is agreed that the Union Representative shall appoint one-of the Bricklayers engaged **on the** job site, and other things **being equal, he shall be one-of the last two men retained** by the Employer.- 25A-1

The Shop-Steward on each job **will be** responsible for reporting any disputes **to the** Employer **and Union** Representative so that these can be taken up in the proper manner without delay.

The foreman will advise the Union before **discharging** a Shop Steward. Any violation of this clause shall be processed in accordance with clause 3 of this agreement.

22. It is agreed that the Bricklayers Assistants shall be paid for **lost time** up to the end of the regular working day in which there have been delays caused through insufficient and faulty scaffolding.

23. The Employer agrees that one **coffe** break shall be allowed in the forenoon and afternoon.

24. WELFARE

The parties hereto agree that the Welfare Plan presently in existence shall continue. **The amount** of monies 'to be paid by the Employers into the Welfare Fund shall be **95c** per hour earned for each **Bricklayer Assistant employee covered** by the bargaining **unit**. The Welfare Report and remittance shall be paid on or before the **15th** of the month following that month for **which** contributions are earned. 70 A, C, K-
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The Union shall have the option to apply portions of wages of this agreement to implement and extend the members' benefits and will notify the Employers to make such deductions and remit such amounts as are required in accordance with this agreement. Upon the exercise of the option by the Union, the wage rates will be automatically amended accordingly.

CHECK-OFF

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A) The Employers shall deduct from the pay of each employee covered by this agreement, from the **first** pay of each month, such Union dues and assessments as established by the Union and shall remit same with a list stating therein names and amounts from whom **deductions** were made and -shall forward same to the Secretary Treasurer of the Union not later than the **15th of** that month, this not to-include collections of arrears of Union Dues.

B) The Employers agree to require all present employees to become members **of** the Union in the following manner:

- 1) Each Employer shall supply the Union with a list of the names of his employees within ten **(10)** days of signing of this agreement.
- 2) The Union shall return the list of employees to the Employer noting therein those employees who are not members of the Union.
- 3) The Employers shall require that each employee who is not a member of the Union shall become a member within forty-eight **(48)** hours, upon receipt of the returned list.

C) Whenever any member of the Employers has no Bricklayers Assistants in its employ, the Union must be notified in writing of such before the **15th** of each month as long as this condition may exist.

26. PENALTIES

A) Any Employer which fails to remit monies required in accordance with Article **24** (Welfare) and Article **25 (Check-Off)** by the **15th** of the month will be assessed a charge of **1%** of the money owing. If any such **Employer** has failed to make the same remittances by the end of the month in which they become due, an additional charge of **2%** of the monies owing will be assessed.

B) If after exhausting the grievance procedure, an Arbitration Board has issued a decision making a finding of a violation of Articles **8, 9, 10, 14, 24** and **25 A** of this agreement, the violating party shall be liable to pay a penalty of **\$500.00** to the other party as **well as** a further penalty of **10%** of any monies owing by that party to the other party.

The **Employer agrees** that where four or more Bricklayers Assistants are employed that the Employers shall hire if available one Bricklayers Assistant who comes within the category of "older member".

The Union **agrees that any** Bricklayers **Assistant** hired in accordance with the preceding paragraph shall be qualified. The Union further agrees that the older member may be hired either before the Bricklayers Assistant work force reaches the number of four or when a fifth Bricklayers Assistant is required, and similarly as the Bricklayers Assistant work force increases.

It is understood and **agreed** by both parties that the hiring of an older Bricklayers Assistant in accordance with the preceding paragraph does not constitute a guarantee of continuing **employment**.

It is understood and agreed that the employment of older members means that the ratio applicable is in terms of the total number of men employed by a single Employer.

28. GUARANTEE

Monetary guarantee by the Employers to the Union on all monetary Articles and Clauses of this collective agreement excluding Article # 26, Penalties Clause A & B.

A) The Masonry Contractors' Association of Toronto on behalf of all its members will guarantee up to a maximum cumulative amount of Thirty Thousand Dollars (**\$30,000.00**) on all monetary parts of this collective **agreemnet** between the parties being the Wages, Vacation Pay, Welfare Trust Fund remittances, Union Check-Off **and** Travel Expenses and will pay such amounts to Local # 1 only when the parties hereto have exhausted all ways and means of collecting same including the procedures as explained in grievance and arbitration procedures in this collective agreement against a member of the Association who is in default in complying **whith** the monetary terms of collective agreement obligations to his employees.

B) The above mentioned (**M.C.A.T. \$30,000.00** guarantee) will not apply when Local # 1 requests payment on monetary terms of contract agreement when a member is delinquent beyond the terms of the contract agreement.

MANAGEMENT RIGHTS

The Union agrees and acknowledges that the Employers have the exclusive right to manage the business, and to exercise such right without restriction, save and except as to such **perogatives** of management as may be specifically **modified** by the terms and **conditions of** this agreement.

Without restricting the generality of the foregoing paragraphs it is the exclusive function of the Employers:

- A) To determine **qualifications**, transfer, hire, direct, promote, demote, lay off, discipline and discharge **employees** and to increase and decrease working forces, in accordance with the terms of this agreement.
- B) To determine the material to be used, design of the product to be handled, facilities and equipment required, scheduling **of work** and location of equipment.
- C) To determine the rules and regulations to be observed by employees, the violation of which will be the cause for discipline and may include discharge.

The Employers **recognize** that the Union **ahs** recourse through the grievance procedure if it feels that any one of the Employers has exercised any of the foregoing rights contrary to the terms of this agreement.

DATED at Toronto on the 3rd July, 1984

SIGNED ON BEHALF OF:

THE MASONRY CONTRACTORS' ASSOCIATION OF TORONTO

SIGNED ON BEHALF OF:

THE BRICKLAYERS, MASONS INDEPENDENT UNION OF CANADA, LOCAL # 1

Carmelo Aprile
Mr. C. Aprile

Vincenzo Calabretta
Mr. V. Calabretta

.....
Mr. D. Cardone

Giuseppe Cavuoti
Mr. G. Cavuoti

Antonio Firmani
Mr. A. Firmani

.....
Mr. L. Gregoris

Giuseppe Macedo
Mr. G. Macedo

.....
Mr. A. Magliaro

.....
Mr. A. Scaini

Antonio Tracanelli
Mr. A. Tracanelli

Ugo Valleriani
Mr. U. Valleriani

.....
Mr. E. Vercillo

Luigi Arrizza
Mr. E. Arrizza

Giuseppe Bellotto
Mr. G. Bellotto

Domenico Capistrano
Mr. D. Capistrano

Franco Corrado
Mr. F. Corrado

F. Grisolia
Mr. F. Grisolia

Guido Guida
Mr. G. Guida

John Meiorin
Mr. J. Meiorin

G. Minichillo
Mr. G. Minichillo

Mario Moschella
Mr. M. Moschella

Saverio Moschella
Mr. S. Moschella

Ongaro
Mr. O. Ongaro

Antonio Palmieri
Mr. A. Palmieri