

AN AGREEMENT made the 7th day of July, 1986

SOURCE	Assoc		
EFF.	86	07	07
TERM.	88	05	31
No. OF EMPLOYEES	800		
NOMBRE D'EMPLOYÉS	800		

BETWEEN:

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 (BRICKLAYERS ASSISTANTS)

hereinafter called the Union

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

1. TERMS OF AGREEMENT

A) This agreement when signed shall become effective on July 7, 1986 and shall remain in effect until May 31, 1988.

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 shall 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.

E) Any Employer who is a Party to 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.

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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 the basis of piecework 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 or 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.

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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 members of the Association, including default in payment of wages, travelling time, welfare and benefit trust fund, and pension 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 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 **Union** 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 any 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.

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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 this 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 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 --four (44); and no person shall be permitted to work a greater number of hours unless overtime rates of wages are paid. 34-4400

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 11 of the Ontario Employment Standards Act. Such records shall be made available to the Union if a dispute arises.

Weekly time cards shall be made in duplicate containing the following information: company's name, employee's name, the hours marked on each day with dates and the identification of the project per each day, one to remain with the employee for his records and the other one for the company.

Weekly pay records shall contain the following information: company's name, employee's name, period ending date, hours worked, hourly rate, totals, all deductions individually and totally and net payment.

C) On projects which define that all work has to be carried out after hours of business of the client, (such as renovation work) such work shall be done as if the hours worked were regular J-lll-  
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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 <sup>44-401400</sup> hours per period and 44 hours per week, from Monday to Friday@' inclusive.

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

6. OVERTIME

Any work performed in excess of the regular working periods of nine (9) hours, Monday to Friday, inclusive shall be deemed over-time work. The rate of wages for the first four hours shall be time and one-half, and after four hours the rates shall be double time. <sup>3</sup><sub>7B-4</sub>

7. SHIFT WORK

A) When work, other than 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 eight (8) 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 of the regular time. ✓

THIRD SHIFT: Time and one-half of the regular rate. <sup>45-405000</sup>

a. RATE OF WAGES

A) The rate of wages for **Bricklayers' Assistants** during the regular working period shall be: <sup>50A-1</sup>

1) July 7/86 to May 31/87 - \$16.13

2) June 1/87 to May 31/88 - \$17.13

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 employee 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. <sup>J-11.</sup>

10. HOLIDAYS AND VACATION WITH PAY

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A) Vacation pay shall be paid weekly at the rate of 10% of gross wages earned.

B) Once every three months, the Union will provide the Association with a list of names of Union members who have not received vacation pay during the preceding three months.

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 ratio provision.

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12. JURISDICTION - 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 **Speyside** and from there following Highway **25** to the Lakeshore - no travelling expenses.

B) Zone 2: Starting at the above demarcation line up 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 Jackson's Point. Leaving Jackson's 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

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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 then down southwest on 24 through **Guelph** then following Highway 6 down south east to the town of Hamilton using Highway 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 a 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 foreman has the option to send a crew home before 11:00 a.m. **in case** of inclement weather (provided that travelling expenses be paid.)

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.

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16. SUPPLIES BY CONTRACTORS

Paper cups and pure drinking water shall be supplied to the job site for the Bricklayers and Masons 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 the Bricklayers or Stonemasons being required in connection with the pouring of concrete on Saturdays, they will be permitted to work, being paid double time for **Saturday**.

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18. LAY-OFF NOTICE AND QUITTING

A) One hour's advance notice shall be given and paid for whenever men 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 and vacation pay receivable shall be paid within 24 hours. Unemployment Insurance Separation Certificate 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 a member of the Employers.

21. 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 effort 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.

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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 the agreement.

22. It is agreed that the Bricklayer's Assistants shall be paid <sup>7</sup> for lost time up to the end of the regular working day in which <sup>6</sup> there have been delays caused through insufficient and faulty scaffolding.

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

24. WELFARE PLAN AND PENSION PLAN

WELFARE PLAN

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 95¢ per hour earned for each Bricklayer's 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.

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The Union will provide the Association with photocopies of remittance forms received from Employers. Such copies to be remitted not later than the **30th** of the month in which the remittance was due. The Association shall have the right, upon request, to verify such remittances from the Union's records.

The Welfare Plan will be jointly trusteeed with an equal number of trustees from the Union and the Employers.

The trustees shall have full access to welfare plan financial information.

An **audited** financial statement of the Welfare Plan will be prepared and provided to the Trustees at least once per year.

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.

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PENSION PLAN

The Employers agree to make regular contributions to the Bricklayers, Masons Independent Union of Canada, Local 1, Pension Trust Fund. The amount of monies to be paid by the Employers into the Pension Fund, effective July 7, 1986, shall be 32¢ for each hour worked for each Bricklayer's Assistant covered by the bargaining unit. Effective June 1, 1987, the amount of monies to be paid by the Employers into the Pension Fund shall be 65¢ for each hour worked for each Bricklayer's Assistant covered by the bargaining unit. The Pension Report and remittance shall be paid on or before the 15th of the month following that month for which the contributions are earned.

Terms and conditions of the Pension Plan, and future improvements to the plan may be made upon the agreement of the ~~Trustees~~ based on the advice of actuaries. (The Union and the Employers shall have equal representation on the Board of Trustees.) Any change made necessary because of new pension legislation will be made by agreement of the Trustees.

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CHECK-OFF

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.

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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 the 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 Bricklayer's 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.

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PENALTIES

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

27.

The Employer agrees that where four. or more Bricklayer's Assistants are employed that the Employers shall hire if available one Bricklayer's Assistant who comes within the category of "older member". 11-9

The Union agrees that any Bricklayer's 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 Bricklayer's Assistant work force reaches the number of four or when a fifth Bricklayer's Assistant is required, and similarly as the Bricklayer's Assistant work force increases.

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

It is understood and agreed by both parties that the hiring of an older Bricklayer 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.

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GUARANTEE

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 \$20,000. or \$2,000. per employee, whichever is greater, for the duration of this agreement where:

- A) the Employer issues an NSF cheque or does not make payment by the 15th of the month following the month in which payment was due for the welfare plan, pension plan and check off, or
- B) the Employer issues an NSF cheque for wages and vacation pay to employees or employees are not paid by 4:00 p.m. Friday for work performed during the previous week.

29.

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 has 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.

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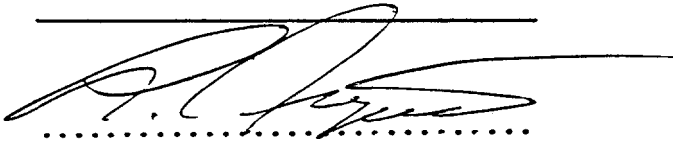
'DATED at Toronto on the 7th day of July, 1986.

SIGNED ON BEHALF OF:

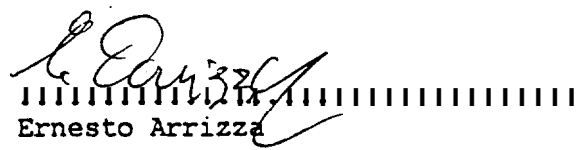
THE MASONRY CONTRACTORS' ASSOCIATION OF TORONTO

SIGNED ON BEHALF OF:

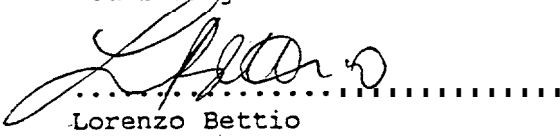
THE BRICKLAYERS, MASONS INDEPENDENT UNION OF CANADA, LOCAL 1



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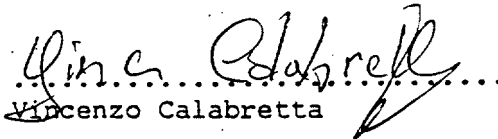
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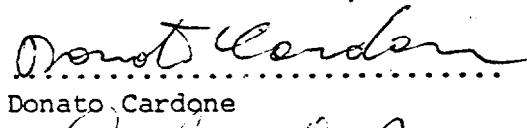
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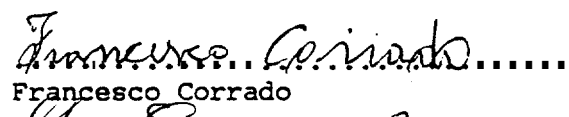
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Domenico Capitrano



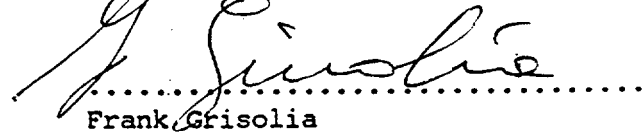
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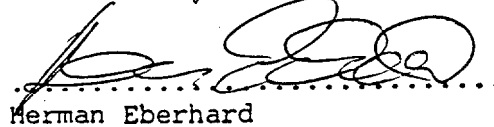
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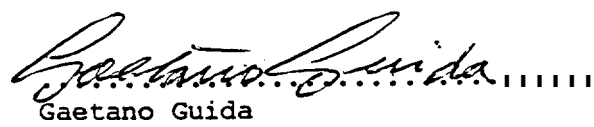
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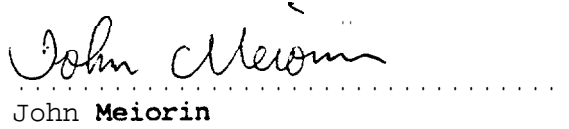
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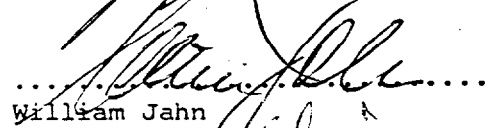
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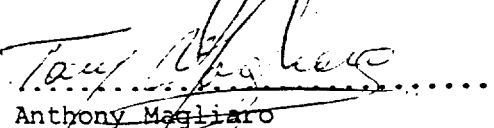
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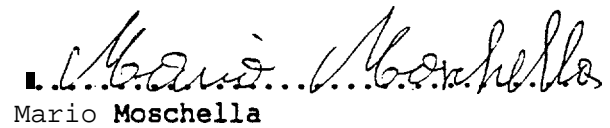
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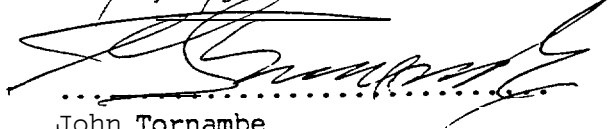
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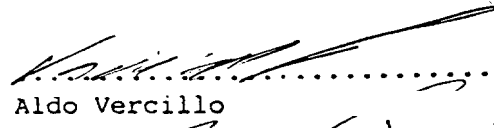
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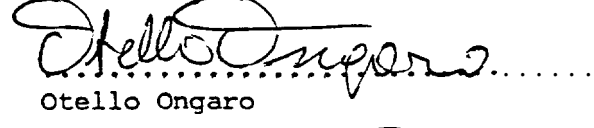
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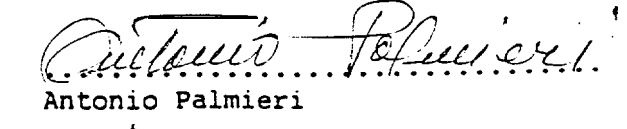
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Alfio Vieni



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Antonio Palmieri

LETTER OF UNDERSTANDING

B E T W E E N :

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

(Hereinafter referred to as the "Employers")

- and -

THE BRICKLAYERS, MASONS INDEPENDENT UNION  
OF CANADA, LOCAL 1 (BRICKLAYERS ASSISTANTS)

(Hereinafter referred to as the "Union")

In the event that the Union enters into a Collective Agreement with a company who is not a member of the Masonry Contractors' Association of Toronto, the Union agrees that it will:

- (1) only enter into a Collective Agreement containing terms and conditions which are the same as this Collective Agreement.
- (2) require such company to remit to the Union twenty-five cents (~~25¢~~) for each hour worked by that company's employees for an industry fund, such payment to be forwarded to the Masonry Contractors' Association of Toronto by the 30th day of the month following the month in which such payment was due to the Union.
- (3) provide photocopies to the Employers of Welfare Plan remittance forms provided to the Union by such company, such photocopies to be provided to the Employers not later than the 30th day of the month in which remittance was due to the Union, The Employers shall have the right, upon request, to verify such documentation from the Union's records. All trustees of the Welfare Plan shall have full access to Welfare Plan financial information relating to the employees of a company which is not a member of the Masonry Contractors' Association of Toronto.

*J. G. L.*



'DATED at Toronto on the 7th day of July, 1986.

SIGNED ON BEHALF OF:

THE MASONRY CONTRACTORS' ASSOCIATION OF TORONTO

SIGNED ON BEHALF OF:

THE BRICKLAYERS, MASONS INDEPENDENT UNION OF CANADA, LOCAL 1

*[Signature]*  
Louis Gregoris

*[Signature]*  
Lorenzo Bettio

*[Signature]*  
Vincenzo Calabretta

*[Signature]*  
Donato Cardone

*[Signature]*  
Anthony Di Rocco

*[Signature]*  
Herman Eberhard

*[Signature]*  
Anthony Gregoris

*[Signature]*  
William Jahn

*[Signature]*  
Anthony Magliaro

*[Signature]*  
John Tornambe

*[Signature]*  
Aldo Vercillo

*[Signature]*  
Alfio Vieni

*[Signature]*  
Ernesto Arrizza

*[Signature]*  
Giuseppe Bellotto

*[Signature]*  
Domenico Capistrano

*[Signature]*  
Francesco Corrado

*[Signature]*  
Frank Grisolia

*[Signature]*  
Gaetano Guida

*[Signature]*  
John Meiorin

*[Signature]*  
Giuseppe Minichillo

*[Signature]*  
Mario Moschella

*[Signature]*  
Silvano Moschella

*[Signature]*  
Otello Ongaro

*[Signature]*  
Antonio Palmieri