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THIS AGREEMENT MADE AND ENTERED INTO THIS 16th DAY OF APRIL, 1998

BETWEEN:

MASONRY CONTRACTORS' ASSOCIATION OF TORONTO INC. 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 -

TRUCKERS' UNION OF TORONTO AND VICINITY

(hereinafter called the "Union")

WHEREAS the Masonry Contractors' Association of Toronto Inc., 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 Inc. and agrees to deal with the said Association as the 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 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 Inc. 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.

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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. Notwithstanding this general application of the term "Union" in this collective agreement, it is agreed that the scope of recognition of the three Unions party to this agreement varies and is as follows:

(a) The Employer recognizes the Bricklayers, Masons Independent Union of Canada, Local 1 as the sole and exclusive bargaining agent for all employees of the Employer, including bricklayers, stonemasons, bricklayers' and stonemasons' apprentices, bricklayers' and stonemasons' trainees, bricklayers' and stonemasons' assistants and fork lift drivers as defined in Schedule "A", engaged in all types of construction including but not limited to High Rise Residential, Low Rise Residential, Industrial, Commercial and Institutional construction and also including but not limited to renovation, alteration and repairs, save and except those persons above the rank of foreman, office and clerical staff, while working in the Province of Ontario.

(b) 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 bricklayers, stonemasons, bricklayers' and stonemasons' apprentices, bricklayers' and stonemasons' trainees, bricklayers' and stonemasons' assistants and fork lift drivers as defined in Schedule "A", engaged in the construction of all phases of residential housing and apartments and other work as contracted including the fabrication, renovation, alteration, erection and finishing thereof and similar work, save and except those persons above the rank of foreman, office and clerical staff, while working in the Greater Toronto area and throughout the Province of Ontario.

1.02 The Union shall forthwith supply to the Employer 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 Inc. Such list shall be revised by the Union as necessary, but in no event less than quarterly.

1.03 Bricklaying/Bricklaying Assistants and **Fork** Lift Driving work shall consist of

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 ringstone 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 scaffolds on the job site.
- j) The starting, stopping, fuelling, oiling, cleaning, operating and maintenance of all mixers, compressors, mortar pumps, fork lifts, 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.

All of the above is agreed to be work coming within the jurisdiction of the Union.

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) Where an employee is hired on Monday, Tuesday or Wednesday of any week, he shall apply for membership in the Union and obtain a clearance slip from the Union no later than the following Saturday;
- (b) Where an employee is hired on Thursday or Friday of any week, he shall apply for membership in the Union and obtain a clearance slip from the Union by no later than the second Saturday following; and shall be required to maintain such membership while working within the bargaining unit for the duration of this Agreement. 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.

If a person works for the Employer without obtaining and presenting the required clearance slip, the Employer shall pay the Union, as liquidated damages, the sum of one hundred dollars (\$100.00) per day for each employee for each day worked prior to said employee obtaining and presenting the required clearance slip. Such payment shall commence from the first day worked by the employee. The Union shall notify the Employer of any employees for which a clearance slip is required and has not been provided within ten (10) days after any remittance made by the Employer to the Union reporting such employee on the Employer's payroll. The Employer shall not be responsible for liquidated damages for any period following the expiry of such ten day period where the Union fails to so advise the Employer.

2.02 Union Dues and Working Dues - 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 15th 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.

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 (15th) day of the month following the month for which they are due, two percent (2%) of gross wages as directed by the Union as Working Dues and shall be remitted in the following manner:

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For all non-I.C.I. projects, to the Secretary-Treasurer of the Labourers' International Union of North America, Local **183**;

- For all I.C.I. projects, to the Secretary-Treasurer of the Bricklayers, ~~Masons~~ Independent Union of Canada, Local 1.

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 employees 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 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.

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), travelling 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 two (2) months 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 forty-five (45) 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 two (2) month 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 In determining the time which is allowed, Sundays and Statutory Holidays shall be excluded; however, any time limit may be extended by agreement in writing.

4.06 In the event the Union does not pursue a grievance in a reasonable manner or time, such grievance shall be deemed abandoned.

4.07 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 Inc. ;

- (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.

4.08 The parties have provided for an expedited procedure to deal with certain issues which may arise under the terms of this collective agreement. That procedure is contained in a Letter of Understanding attached hereto and forming part of this agreement. It is agreed that in any matter which is properly dealt with under the expedited arbitration procedure there is a conflict between the terms of this Article **4** or Article **5** and that procedure the procedure contained in the Letter of Understanding 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, will be referred to a Board of Arbitration at the request of either of the parties thereto and in accordance with the *Ontario Labour Relations Act*, particularly Section 126 thereof.

5.02 The Board of Arbitration will be composed of one person appointed by the Association, one person appointed by the Union and a third person to act as Chairman chosen by the other two members of the Board.

5.03 Within five (**5**) working days of the request of either party for a Board, each party shall notify the other of the name of its appointee.

5.04 Should the person chosen by the Association to act on the Board and the person chosen by the Union fail to agree to a third member as Chairman within five (**5**) days of the notification mentioned in 5.03 above, the Minister of labour of the Province of Ontario will be asked to nominate an impartial person to act as Chairman.

5.05 The decisions of the Board of Arbitration or a majority of such Board, constituted in the above manner, or if there is no majority, the decision of the Chairman shall be binding upon the employees, the Union and the Employer.

5.06 The Board of Arbitration 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.

5.07 Each of the parties of this Agreement will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expense, if any, of the Chairman.

5.08 (a) The nature of the grievance, the remedy sought, and the section or section 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 Article 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.

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 REPRESENTATIVES 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 working day, the Union Steward shall be one of the last two 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 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 Vacation Pay, 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 steward who is not at the time of his appointment on the payroll of the employer and the employer shall immediately employ such steward upon notification by the Union of his appointment. It is understood and agreed that the steward appointed by the Union shall

be a competent worker.

7.03 On all non-I.C.I. projects, the reference to Union officials shall be deemed to include Business Agents and Representatives of Labourers' International Union of North America, 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.

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 Every employee shall, as a condition of employment, be required to wear a safety helmet of a type approved by the Construction Safety Association.

9.04 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. This does not include raincoats, or other protective clothing where the employee is required to work under abnormal conditions or during inclement weather.

9.05 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.

9.06 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.

9.07 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 travelling employees.

9.08 Employees shall be entitled to be reimbursed by the Employer for loss of clothing and tools up to a maximum of \$300.00 (three hundred dollars) for each employee for loss of tools related to his job and clothing due to fire in the area or areas commonly designated for storage of tools and clothing. In such cases the employee must provide a written affidavit of the amount of such loss and the circumstances of the loss.

9.09 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.

9.10 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.

9.11 It is agreed that when Bricklayers using 12" regular, solid or semi-solid and 10" solid or semi-solid standard aggregate concrete blocks two Bricklayers will work in pairs to lay said blocks. This shall not, however, apply to light-weight aggregate blocks such as cinder or slag.

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 - PRODUCTIVITY

12.01 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.

ARTICLE 13 - REST PERIOD AND LUNCH BREAK

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

13.02 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.

13.03 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 14 - SUBCONTRACTING OF WORK

14.01 The Employer agrees not to contract or subcontract any work covered by this Collective Agreement to contractors or subcontractors other than those who are in contractual relations with the Union.

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 on a regular and ongoing basis, 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).

14.02 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 and/or its Trust Funds as outlined in this Agreement for the employees of the subcontractor covered by this Agreement.

Such deductions and remittances shall include regular monthly Union Dues and Working Dues as outlined by the Union, Welfare Plan, Pension Plan, Health Safety and Training and Prepaid Legal, Such contributions shall be paid on a regular monthly basis by the 15th of the month following the month such remittances, deductions or contributions were due. The Remittance Report shall include the names and Social Insurance Numbers of hourly employees.

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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 14.02 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 14.02 have been met by the subcontractor.

14.03 It is agreed that no work will be performed on Saturday unless the work performed during the week preceding the Saturday was less than thirty-four (34) hours due to inclement weather. 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.

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 14.03.

14.04 No Employer which has received a sub-contract to perform work covered by this agreement, shall in turn sub-contract any or all of said work to another employer regardless of whether that employer is in contractual relations with the Union.

14.05 Should an employer violate Article 14.04 it will be liable for a penalty of two hundred dollars (\$200.00) per day for every crew of up to five members.

ARTICLE 15 - REINSTATEMENT OF EMPLOYEES UPON RETURN FROM INDUSTRIAL ACCIDENT

15.01 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
- (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 16 - MAINTENANCE OF EXISTING RATES

16.01 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 17 - INDUSTRY FUND

17.01 (a) Each Employer bound by this Agreement who is not a member of the Masonry Contractors' Association of Toronto Inc. shall contribute twenty cents (20¢) 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 2.03 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 day (15th) of the month following the month for which payments are due.

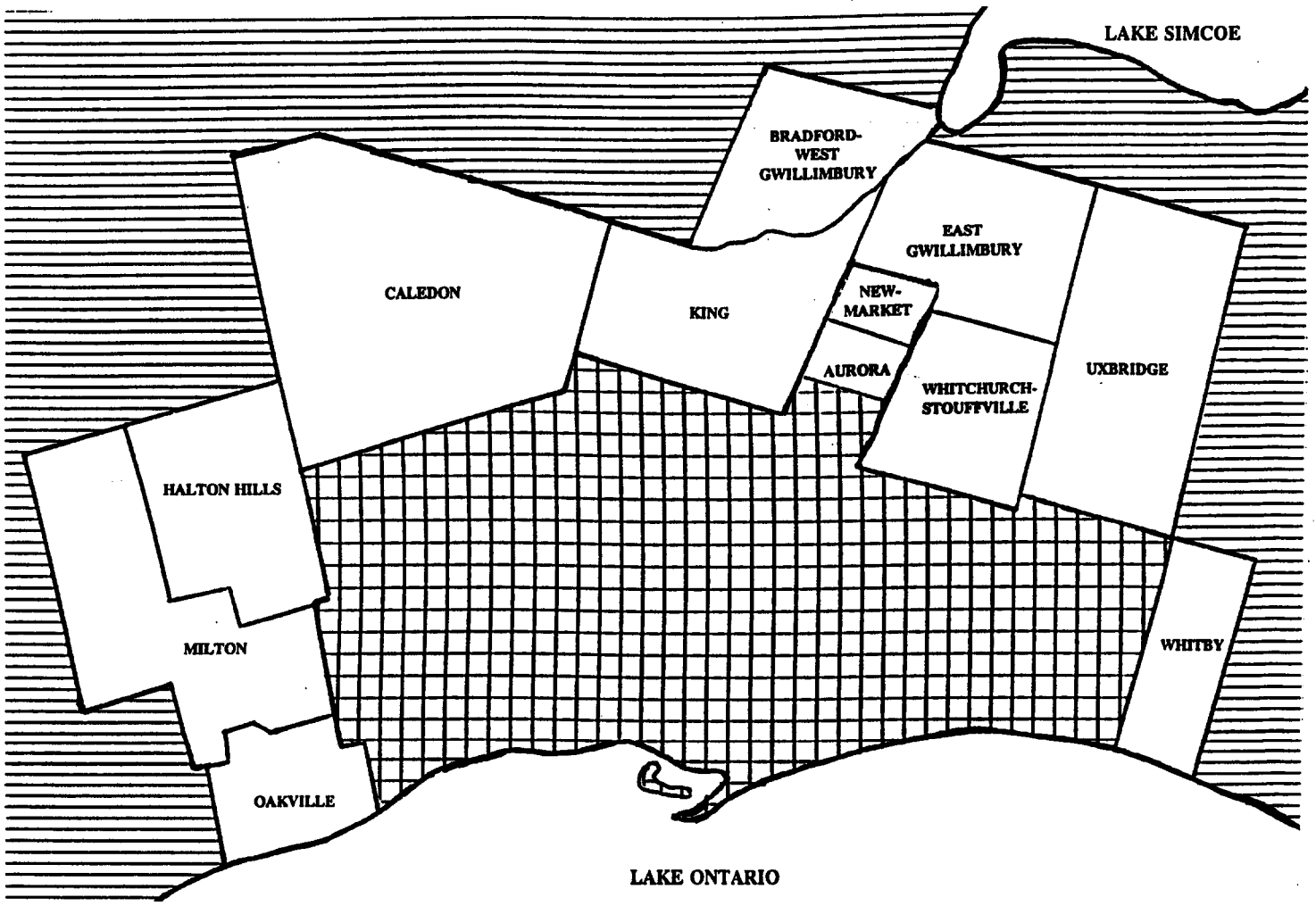
(d) The Union shall act as Trustee for the Masonry Contractors' Association of Toronto Inc. to collect such contributions and shall pay such contributions to the Masonry Contractors' Association of Toronto Inc. by the fifteenth day (15th) of the month following the month in which payments are made.

(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 17.

17.02 Having regard to the interest of the Masonry Contractors' Association of Toronto Inc. 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 18 - TRAVELLING AND ROOM AND BOARD ALLOWANCES

18.01 Travel allowances shall be applied in accordance with the following geographical zones as outlined on the following map:



 **ZONE I: \$0.00**  **ZONE II: \$5.00**  **ZONE III: \$10.00**

18.02 The Employer shall provide transportation from an assembly point within Metropolitan Toronto. Travel time is in addition to the normal working day.

18.03 Whenever employees covered by this Agreement are required to be away from their normal place of residence overnight, the Employer agrees to pay seventy dollars (\$70.00) per day, to a maximum of three hundred and fifty dollars (\$350.00) per week and four hundred dollars (\$400.00) for a six 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.

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ARTICLE 19 - WELFARE, PENSION AND OTHER REMITTANCES

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

19.02 Welfare:

Effective May 1, 1996, one dollar (\$1.00) per hour shall be remitted to the Union's Welfare Trust Fund.

19.03 Pension:

Effective May 1, 1996, one dollar and twenty cents (\$1.20) per hour shall be remitted to the Union's Pension Trust Fund.

19.04 Prepaid Legal:

Effective May 1, 1996, the Employer shall contribute five cents (\$0.05) per hour to the Union's Prepaid Legal Trust Fund.

19.05 Health Safety Apprenticeship & Training:

Effective May 1, 1996, the Employer shall remit fifteen cents (\$0.15) per hour to the Union's Training Fund, which shall be jointly and equally administered.

19.06 Payments in respect of Welfare, Pension, Prepaid Legal, Health Safety Apprenticeship and Training, Union Dues, Working Dues and Industry Fund, shall be remitted by the fifteenth (15th) day of the month following the month for which payments are made. Payments shall be accompanied by a duly completed Employer Report Form.

19.07 (a) In the event that the payments referred to in Article 19.06 above, are received after the end of the month in which they are due, the Employer shall pay liquidated damages to the Union at they 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.

19.08 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.

19.09 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, Good Friday, Victoria Day, Dominion Day, Labour Day, Thanksgiving Day, Christmas Day and the 26th day of December or any other holiday proclaimed by the government.

(b) During the term of any one 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 pay the ten percent (10%) vacation and statutory holiday pay to employees weekly.

ARTICLE 20 - OLDER MEMBER

20.01 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 age 55 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 or where a seventh (7th) bricklayer is hired and similarly as the bricklayer work force increases.

20.02 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 age 55 or older. The Union agrees that any bricklayer assistant hired in accordance with this Article shall be qualified. The Union further agrees that the older member may be hired before the bricklayer assistant work force reaches the number three or where a fourth (4th) bricklayer assistant is hired and similarly as the bricklayer assistant work force increases.

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ARTICLE 21 - ERGONOMICS TRAINING

21.01 New employees of any employer shall attend and successfully complete the Ergonomics Training Course offered by the Labourer's Local 183 Members Training Fund. Such training course shall be taken:

- (a) where an employee is hired on Monday, Tuesday or Wednesday of any week, no later than the following Saturday;
- (b) where an employee is hired Thursday or Friday of any week, no later than the second Saturday following.

21.02 On site supervisory personnel of any Employer shall be required to attend and successfully complete the Ergonomics Training Course offered by the Labourers' Local 183 Members Training Fund.

21.03 Union stewards shall be required to attend and successfully complete the Ergonomics Training Course offered by the Labourers' Local 183 Members Training Fund.

21.04 It is understood and agreed that the costs of training provided for in this Article 21 are not the responsibility of the Employer. It is agreed that the training time required under this Article 21 is not work time and the Employer is not responsible for making any payment to an employee for the time spent in training. It is further agreed that the costs of this training shall not be paid by the Bricklayers, Masons Industrial Union Training Fund.

ARTICLE 22 - DEEMED ASSIGNMENT OF COMPENSATION UNDER *The Employment Standards Amendment Act, 1991*

22.01 The trustees of the employee benefit plans referred to in this Collective Agreement shall promptly notify the Union [or Council] of the failure by any Employer to pay any employee benefit contributions required to be made under this Collective Agreement and which are owed under the said plans in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Regulation to the *Employment Standards Amendment Act, 1991* in relation to the Employee Wage Protection Program.

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 wages and employee benefit contributions which were not paid or made, as the case may be, by the delinquent contractor.

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 \$20,000.00 or \$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 15th 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 and Working Dues, 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.

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

Should the Employer perform any work falling within the scope of the following collective agreements with or binding upon the union 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.

- a) **"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' Union, Local 230 and the Union.
- b) **"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 the Union.
- c) **"The Heavy Engineering Agreement"** being a Collective Agreement between The Heavy Construction Association of Toronto and the Union.
- d) **"The Forming Agreement"** being a Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario.
- e) **"The Apartment Builders' Agreement"** being a Collective Agreement



between the Metropolitan Toronto Apartment Builders' Association and the Union.

- f) **"The House Builders' Agreement"** being a Collective Agreement between the Association and the Union.
- g) **"The Concrete and Drain Agreement"** being a Collective Agreement between the Ontario Concrete and Drain Contractor' Association and the Union.
- h) **"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.
- i) **Landscaping Agreement**
- j) **Restoration Agreement**
- k) **"The House Basements Agreement"** being a Collective Agreement between the Residential Low-Rise Forming Contractors' Association of Metropolitan Toronto and Vicinity and the Union.

ARTICLE 26 - MISCELLANEOUS

26.01 **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.

26.02 **NO OTHER ASSOCIATIONS**

The Union recognizes that the Masonry Contractors' Association of Toronto Inc. has been representing Employers engaged in bricklaying for over forty (40) 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.

ARTICLE 27 - DURATION OF AGREEMENT AND CONDITION OF AGREEMENT

27.01 This Agreement shall be effective on the sixteenth (16th) day of April, 1996, and shall remain in effect until the thirtieth (30th) day of April, 1998.

Should the Union or the Employer desire to change, add to, amend or terminate this Agreement,

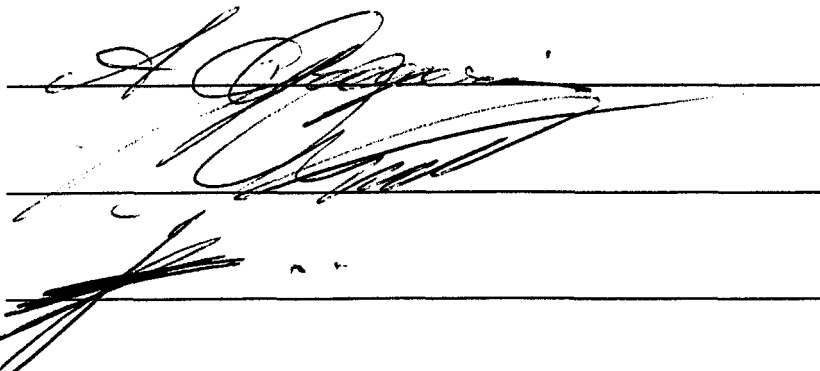
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written notice to that effect will be given not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the termination of this Agreement.

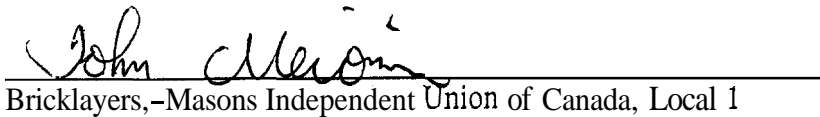
On receipt of such notice, the parties to the Agreement shall convene a meeting within fifteen (15) days or such other time as may be agreed to by the parties and bargain in good faith to endeavour to reach an Agreement. If no such notice is given, this Agreement shall automatically be renewed and remain in force from year to year from its expiration date.

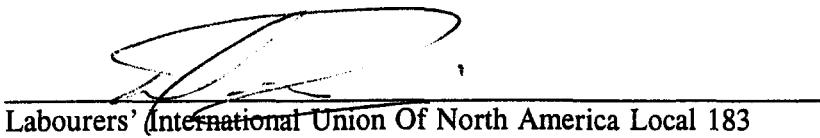
IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to **affix** their signatures this 27th day of May, 1996.

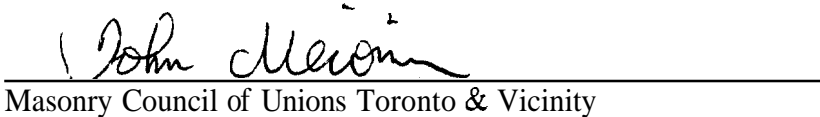
SIGNED ON _____ **LE OF THE** **IPL** _____

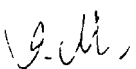


SIGNED ON BEHALF THE UNION


Bricklayers, -Masons Independent Union of Canada, Local 1


Labourers' (International Union Of North America Local 183


Masonry Council of Unions Toronto & Vicinity



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 **(40)** hours per week exclusive of travelling time to and from the job, save and except as specifically outlined below respecting the bricklayers assistants and fork lift drivers.

(b) All overtime work performed in excess of eight (8) hours per day, Monday to Friday, and all Saturday work, shall be paid at the rate of time and one-half (1-1/2) 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 bricklayers assistants and fork lift drivers overtime rates are effective after nine **(9)** hours per day, Monday to Friday, accommodating a forty-four (44) hour week.

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 eight (8) hours per shift 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: 8:00 a.m. to 4:30 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 Bricklayers Assistants and Fork Lift Drivers:

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.

ARTICLE 2 - PAYMENT OF WAGES

2.01 Employees shall be paid weekly by cheque or cash at the option of the Employer, 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, unemployment insurance, Canada Pension, etc., where applicable.

2.02 In the case of lay-off, all men shall receive two hours' notice or two hours' pay in lieu thereof, in advance of the lay off.

2.03 Whenever Unemployment Insurance Separation Certificates 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.

2.04 **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 increment 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	UPON RATIFICATION	MAY 1, 1997
Journeyman Bricklayers & Stonemasons	\$21.50	\$23.00
Fork Lift Drivers	\$20.50	\$22.00
Bricklayer's Assistants	\$19.50	\$21.00

3.01 The ratio of apprentices applicable to any one project shall be not more than one (1) apprentice for the first journeyman plus not more than one additional apprentice for each additional five (5) journeymen employed providing that such apprentices are registered with the Union and the Ministry of Skills Development.

If such 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.

3.02 The wages for bricklayers' and stonemasons' apprentices shall be as follows:

65% of journeyman's rate for the first 1200 hours of employment;

75% of journeyman's rate for the second 1200 **hours of** employment;

85% of journeyman's rate for the third 1200 hours of employment;

and thereafter the journeyman's rate.

SCHEDULE "B"

SUMMARY OF WAGES AND BENEFITS

MAY 1, 1996

CLASSIFICATION	WAGES	VACATION PAY	WELFARE	PENSION	TRAINING	PREPAID LEGAL	TOTAL
BRICKLAYERS	21.50	2.15	1.00	1.20	0.15	0.05	26.05 <i>BR</i>
FORK LIFT DRIVERS	20.50	2.05	1.00	1.20	0.15	0.05	24.95
BRICKLAYER ASSISTANT	19.50	1.95	1.00	1.20	0.15	0.05	23.85

MAY 1, 1997

CLASSIFICATION	WAGES	VACATION PAY	WELFARE	PENSION	TRAINING	PREPAID LEGAL	TOTAL
BRICKLAYERS	23.00	2.30	1.00	1.20	0.15	0.05	27.70 <i>BR</i>
FORK LIFT DRIVERS	22.00	2.20	1.00	1.20	0.15	0.05	26.60
BRICKLAYER ASSISTANT	21.00	2.10	1.00	1.20	0.15	0.05	25.50

J.M.

LETTER OF UNDERSTANDING NO. 1

RE: ECONOMIC ZONES

B E T W E E N :

MASONRY CONTRACTORS' ASSOCIATION OF TORONTO INC. 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")

This will confirm the agreement reached between the parties during negotiations. The parties agree to establish a joint committee to study the competitive position of Employers operating under this collective agreement in areas outside the greater Metropolitan Toronto area.

LETTER OF UNDERSTANDING NO. 2

**RE: INTEREST ARBITRATION
1998 AGREEMENT RENEWAL ONLY**

B E T W E E N :

**MASONRY CONTRACTORS' ASSOCIATION OF TORONTO INC. 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")

With respect to the first renewal of this agreement expiring April 30, 1998, it is understood and agreed that Article 27 - Duration of Agreement and Condition of Agreement shall include the following:

- (A) In the event either party serves notice to bargain in accordance with the Duration Provision, there shall be no strike and no lockout of the bargaining unit and renewal shall be accomplished by negotiated settlement or by Interest Arbitration as specified below.
- (B) Where the parties are unable to absolve their bargaining issues prior to April 30, 1998:
 - (a) the unresolved language revision issues are deemed to be settled without change to the existing Collective Agreement Provision;
 - (b) the unresolved issues of Wage Rates and Benefits shall be submitted to Interest Arbitration by Robert Herman for final and binding decision as follows:
 - (i) The Interest Arbitration hearing shall be completed on or before May 10, 1998;

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- (ii) The Interest Arbitration decision shall be released on or before May **15, 1998**;
- (iii) The Interest Arbitrator shall reach his/her decision by the "final offer selection" method provided however that the final offer tabled by either party must be equal to or greater than the Wage Rates and Benefits contained in the Agreement applicable on April 30, **1998**.

(C) The Union agrees that it shall not settle Collective Agreement Renewal or strike the bargaining units covered by the following Collective Agreements:

- (a) Residential **Low** Rise Forming Agreement;
- (b) Concrete and Drain Contractors Agreement;
- (c) Residential Frame Carpentry Agreement, prior to May **16, 1998**.

(D) The Union agrees that in the event it shall strike any of the bargaining units referred to in paragraph (C) above all such strikes must commence on the same day.

J. di-