

MASONRY COLLECTIVE AGREEMENTS

EFFECTIVE MAY 1, 2010 – APRIL 30, 2013

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AN AGREEMENT BETWEEN

MASONRY CONTRACTORS' ASSOCIATION OF TORONTO

AND

BRICKLAYERS, MASONS INDEPENDENT UNION OF CANADA, LOCAL 1

AND

UNIVERSAL WORKERS UNION, LIUNA LOCAL 183

AND

MASONRY COUNCIL OF UNIONS TORONTO AND VICINITY

AN AGREEMENT BETWEEN

MASONRY CONTRACTORS' ASSOCIATION OF TORONTO

AND

BRICKLAYERS, MASONS INDEPENDENT UNION OF CANADA, LOCAL 1

12170 (06)

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THIS AGREEMENT MADE AND ENTERED INTO THIS 1ST DAY OF MAY, 2010

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 -

UNIVERSAL WORKERS UNION, LIUNA LOCAL 183

(hereinafter called the "Union")

- and -

MASONRY COUNCIL OF UNIONS TORONTO AND VICINITY

(hereinafter called the "Union")

WHEREAS the Masonry Contractors' Association of Toronto 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 I 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 sole and exclusive agent of the Employers who are members thereof in the negotiation and administering a common Collective Agreement and agrees not to negotiate with any of the said Employers on an individual or collective basis; and

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

NOW THEREFORE it is agreed as follows:

The general purpose of this Agreement is to establish mutually satisfactory relations between the Employers represented by the Masonry Contractors' Association of Toronto 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.

ARTICLE 1 - RECOGNITION

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

The Employer recognizes the Masonry Council of Unions Toronto and Vicinity on behalf of its members, the Universal Workers Union, LIUNA 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' assistants, bricklayers' and stonemason's assistants' learners, forklift drivers and forklift driver learners as defined in Schedule "A", engaged in construction in the residential sector of the construction industry save and except those persons above the rank of foreman, office and clerical staff, while working in Ontario Labour Relations Board Areas 8,9,10,11,18 and that portion of Ontario Labour Relation Board Area No. 12, west of the Trent Severn Waterway.

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

- 1.02 The Union shall forthwith supply to the Masonry Contractors' Association of Toronto Inc. 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, as necessary, by the Union and provided to the Association on a monthly basis. The Parties agree that the Members Benefit Plan currently sends copies of the Contribution Reports to the MCAT on a monthly basis on behalf of all contributing Employers. The Employer agrees that receipt of such Contribution Reports constitutes notice of such List of Contractors which are not members of MCAT.

- 1.03 Bricklaying/Bricklaying Assistants and Forklift 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, comers 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, forklifts, tuggers and other electrical and mechanical devices on the job site.
- k) All pointing and cleaning on new buildings is to be done by members of the Union providing the Union can supply capable employees to perform this work.
- l) Attaching and/or affixing thin-set brick or thin-set veneer.
- m) Installation of cementitious board (such as Hardyboard).

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

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

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

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

- (a) An employee shall apply for membership in the Union and obtain a clearance slip from the Union by no later than the second Saturday following his first day of work, 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 Inc. of the amounts of such Union Dues and Working Dues and any changes in the amounts one (1) month prior to the effective date. The Employer agrees to make such deductions from the first pay issued to the employees each calendar month and to remit the same to the Union not later than the fifteenth (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, three percent (3%) of gross wages as directed by the Union ~~as~~ Working Dues and shall be remitted in the following manner:

- (a) For all non-I.C.I. projects, to the Secretary-Treasurer of the Universal Workers Union, LIUNA Local 183;
- (b) 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 (2) partners or shareholders of a firm or company shall be permitted to perform work normally performed by members of the bargaining unit provided they become members of the Union in accordance with paragraph (b) above, and in accordance with the rights, terms, obligations and conditions of the Agreement herein.

ARTICLE 3 - MANAGEMENT RIGHTS

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

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

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

ARTICLE 4 - GRIEVANCE PROCEDURE

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

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

Step No. 1

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

4.03 Grievances dealing with alleged violations of payment for hours of work, rates of pay, overtime, premiums (shift and compressed air), traveling expenses, room and board allowances, reporting allowances, but not including grievances arising out of classification assignment, may be brought forward at Step No. 1 within 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 ninety (90) days after the circumstances giving rise to the grievance became known or ought reasonably to have become known to the Union. It is further understood that the adjustment of any such grievance may be retroactive to the first day of alleged violation within the 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;
- (d) It is agreed that the Union and the Union's Collection Control Office is providing all of the information set out in paragraphs (a), (b) and (c) above to the Executive of the Masonry Contractors' Association of Toronto Inc. only and that such information is confidential and shall not be supplied to any company, or other person or entity by the Executive. Should this Agreement concerning confidentiality be violated by the Masonry Contractors' Association of Toronto Inc., and/or any member of its' Executive and/or any of its' members, then it is further agreed that this Article, and the requirements of the Union and the Union's Collection Control Office to provide information under this Article, shall immediately become null and void.

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

ARTICLE 5 - ARBITRATION

- 5.01 The parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article 4 above and which has not been settled, 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 133 thereof.
- 5.02 The Board of Arbitration will be composed of one (1) person appointed by the Association, one (1) person appointed by the Union and one (1) person to act as Chairman chosen by the other two (2) 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 sections of the Agreement which are alleged to have been violated, shall be set out in the written record of the grievance and may not be subject to change in later steps.
- (b) If advantage of the provisions of 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.
- 5.09 In addition to the above procedures, a grievance arising under any provisions of this agreement may be referred to the expedited arbitration procedures established by Bricklaying Enforcement System attached hereto as Schedule "C". It is further agreed that the terms and provisions of the Bricklaying Enforcement System form part of this Agreement and the terms and conditions of the Bricklaying Enforcement System may be interpreted and applied by any Arbitrator or Board of Arbitration with jurisdiction arising out of this agreement, the Bricklaying Enforcement System or the Ontario *Labour Relations Act*.

ARTICLE 6 - MANAGEMENT AND UNION GRIEVANCES

- 6.01 It is understood that the Employer may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to arbitration in the same way as a grievance of any employee.
- 6.02 A Union grievance which is defined as an alleged violation of this Agreement involving a number of employees in the bargaining unit in regard to which a number of employees have signified an intention to grieve, or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward in accordance with Article 4 - Grievance Procedure, and if it is not settled, it may be referred to an Arbitrator in the same manner as a grievance of an employee.

ARTICLE 7 - BUSINESS REPRESENTATIVE AND UNION STEWARD

- 7.01 The Business Representatives of the Union shall have access to all working areas in which the Employer is working during the working hours, but in no case shall his visits interfere with the progress of the work. While visiting a job, he will first advise the superintendent, foreman or other supervisory personnel of the Employer.

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

ARTICLE 8 - NO STRIKES - NO LOCKOUTS

- 8.01 During the lifetime of this Agreement, the Union agrees that there will be no strike, slow down or picketing which will interfere with work, and the Employer agrees that it will not cause a lockout,
- 8.02 The Right to Honour Lawful Picket Lines

The Employer agrees that any employee may individually decide to refuse to cross a picket line which has been placed on any project where the employee is or has been assigned to work. The Employer agrees that such individual decision made by the employees concerned shall not constitute an unlawful strike within the provision of the Ontario *Labour Relations Act* or this Collective Agreement and the Employer agrees not to bring any proceedings of any kind or nature whatsoever against any person or the Union for such conduct. In the event the employees do individually decide to refuse to cross a picket line, then they will be assigned to such other work on such other projects as is available or be

deemed to be on temporary lay-off until either the picket line is removed or the employees decide that they will no longer refuse to cross the picket line. This Article shall only apply to such picket lines established by the Union or any council of trade unions of which the Union is a constituent member against any Employer which continues to perform work on a particular project(s) where the picket line has been established.

ARTICLE 9 - SAFETY, SANITATION AND SHELTER

- 9.01 The Employer shall provide a proper and adequate place of shelter sufficiently heated where possible, in which the employees covered by this Agreement may eat their lunch. It is agreed that the company trucks, when heated, shall be sufficient shelter for the purpose of this Article.
- 9.02 In co-operation with the Employer's overall programme of Accident Control and Prevention, the Union Steward may report to the Foreman any unsafe conditions, unsafe acts or violations of safety regulations.
- 9.03 Every employee shall, as a condition of employment, be required to wear a safety helmet of a type approved by the Canadian Standards Association to meet the specifications prescribed by the regulations under the Ontario *Occupational Health and Safety Act*.
- 9.04 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, as may be approved by the Canadian Standards Association to meet the specifications prescribed by the regulations under the Ontario *Occupational Health and Safety Act*. This does not include raincoats or other protective clothing where the employee is required to work under abnormal conditions or during inclement weather.
- 9.05 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 traveling employees.
- 9.08 Employees shall be entitled to be reimbursed by the Employer for loss of clothing and tools up to a maximum of three hundred dollars (**\$300.00**) for each employee, for loss of tools related to his job and clothing due to fire or theft in the area or areas designated for storage of such items. The employee may be required to provide a written and signed statement setting out the amount of such loss.
- 9.09 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 (2) Bricklayers will work in pairs to lay said blocks. This shall not, however, apply to light-weight aggregate blocks such as cinder or slag.
- 9.12 The Employer shall pay each employee his or her regular hourly rate for time spent on the job site during his or her shift attending safety meetings and health and safety or other training courses.

ARTICLE 10 - GOVERNMENT LEGISLATION

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

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

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

ARTICLE 12 - 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.
- 12.02 In the interests of safety and productivity, employees will not be allowed to use any personal listening devices such as Bluetooth technology, ipods, and earphones during the employee's shift, except for during lunch and other breaks, Communication devices such as cell phones may be used for emergency and urgent purposes or during lunch and other breaks.

ARTICLE 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 bound by and party to this (or the similar independent) Collective Agreement or the appropriate Collective Agreement listed in Article 25, depending on the nature of the work involved.

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

- 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 its Trust Funds and/or Industry 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 Apprenticeship and Training Prepaid Legal and Industry Funds. Such contributions shall be paid on a regular monthly basis by the fifteenth (15th) of the month following the month such remittances, deductions or contributions are due. The Remittance Report shall include the names and Social Insurance Numbers of hourly employees.

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 No Employer which has received a subcontract to perform work covered by this Agreement shall in turn subcontract any or all of said work to another Employer regardless of whether that Employer is in contractual relations with the Union.
- 14.04 Should an Employer violate Article 14.03 it will be liable for a penalty of five hundred dollars (\$500.00) per day for every crew.

14.05 In the high-rise and low-rise residential sectors of the construction industry, the Employer will not contract and/or subcontract with any builder, owner, developer, construction manager and any other individuals, companies, partnerships or legal entities to perform work which has traditionally been performed by the direct employees of the builder, owner and/or developers, without the prior written consent of the Union. The contracting and/or subcontracting of such work set out in this Article 14.05 will constitute a violation of this Agreement and will render the Employer liable for damages amounting to all wages and/or other payments made to the employees, the Union and/or others on behalf of the Union and/or the employees.

14.06 (a) For purposes of this Article 14.06 the following terms shall have the following meanings:

- i) "Lead Contractor" shall mean an Employer who engages in subcontracting work covered by this Collective Agreement to another Employer;
- ii) "Related Employer" shall mean **an** Employer controlled by a Lead Contractor that shares common management with the Lead Contractor and is an integral part of the business of the Lead Contractor.

(b) Every Lead Contractor who performs work covered by this Collective Agreement who wishes to subcontract work to another Employer, shall at all times directly employ a working crew made up of not fewer than seven (7) hourly employees covered by this Collective Agreement working together, at least four **(4)** of whom shall be Bricklayers.

(c) Provided that the conditions of Article 14.06(b) are met, the Lead Contractor may subcontract work in accordance with the terms of this Agreement.

(d) In the event of a breach of the provisions of this Article 14.06, the damages payable by the Lead Contractor to the Union as a result of such breach shall be five hundred dollars (\$500.00) per day for each unit subcontracted.

(e) For purposes of this Article 14.06 a Lead Contractor shall not be considered to be subcontracting work covered by this Collective Agreement when it has work covered by this Collective Agreement performed by employees of a Related Employer. Such Related Employer must comply with the provision of this Article 14.06. Where a dispute arises as to whether or not an Employer is a Related Employer the onus shall be on the Lead Contractor to establish that the Employer claimed to be a Related Employer is a Related Employer.

(f) The provisions of this Article 14.06 are to be interpreted so as to give effect to the intention of the parties. The intention of the parties is that Employers are only permitted to contract out work where they directly employ a crew as provided for in Article 14.06(b). This is subject only to the exception in Article 14.06(e) such exception to be interpreted so as to give effect to the intention of the parties.

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 **fifty** cents (50¢) 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 19.06 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 (15th) day of the month following the month for which payments are due.
 - (d) The Union shall act as Trustee for the Masonry Contractors' Association of Toronto Inc. to collect such contributions and shall pay such contributions to the Masonry Contractors' Association of Toronto Inc. by the fifteenth (15th) day 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 - TRAVELING AND ROOM AND BOARD ALLOWANCES

- 18.01 Travel allowances shall be applied in accordance with the geographical zones as outlined on the map attached hereto as Schedule "D".
- 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 one hundred dollars (\$100.00) per day, to a maximum of five hundred dollars (\$500.00) per week and six hundred dollars (\$600.00) for a six 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. An employee is not eligible for travel allowance if the site is less than fifteen (15) kilometres from their place of residence by the most practical and direct route.
- 18.04 On any project employees will be paid a daily parking allowance equal to the cost to park for each day worked. Where requested by the Employer, employees will provide parking receipts in support of such allowance. It is agreed and understood that under the above conditions, the Employer has the right to designate the parking facility. Daily parking allowance will not be paid where the Employer provides free parking or where the Employer provides transportation to and from the job site if there is free parking at the designated pick up points. For greater certainty, it is agreed that no employee shall be entitled to the parking allowance where the Employer has offered transportation to and from the job site and the employee refuses it.

ARTICLE 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**
- (a) Effective May 1, 2010, the Employer shall contribute two dollars and ninety five cents (\$2.95) per hour to the Labourers' International Union of North America, Local 183 Members' Benefit Trust Fund.
 - (b) Effective January 1, 2011, the Employer shall contribute three dollars (\$3.00) per hour to the Labourers' International Union of North America, Local 183 Members' Benefit Trust Fund.
 - (c) Effective January 1, 2012, the Employer shall contribute three dollars and five cents (\$3.05) per hour to the Labourers' International Union of North America, Local 183 Members' Benefit Trust Fund.

- (d) Effective January 1, 2013, the Employer shall contribute three dollars and ten cents (\$3.10) per hour to the Labourers' International Union of North America, Local 183 Members' Benefit Trust Fund.

19.03 Pension

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

- (a) Where the Employer is required to make contributions to the Labourers' Pension Fund of Central and Eastern Canada, the Employer agrees to make the following contributions for every hour worked by each employee covered by this Collective Agreement:
 - i) Effective May 1, 2010, the Employer shall contribute five dollars (\$5.00) per hour.
 - ii) Effective January 1, 2011, the Employer shall contribute five dollars and fifty cents (\$5.50) per hour.
 - iii) Effective January 1, 2012, the Employer shall contribute six dollars (\$6.00) per hour.
- (b) Where the Employer is required to make contributions to Bricklayers, Masons Independent Union of Canada, Local 1 Pension Trust Fund, the Employer agrees to make the following contributions for every hour worked by each employee covered by this Collective Agreement:
 - i) Effective May 1, 2010, the Employer shall contribute five dollars and twenty five cents (\$5.25) per hour.
 - ii) Effective January 1, 2011, the Employer shall contribute five dollars and seventy five cents (**\$5.75**) per hour.
 - iii) Effective January 1, 2012, the Employer shall contribute six dollars and twenty five (\$6.25) per hour.

19.04 Prepaid Legal

- (a) Effective May 1, 2010, the Employer shall contribute ten cents (\$0.10) per hour to the Union's Prepaid Legal Trust Fund.

19.05 Health Safety Apprenticeship & Training

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

- (a) Effective May 1, 2010, 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 **Central and Eastern Canada Organizing Fund**

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

- (a) Effective May 1, 2010, the Employer shall pay twenty five cents (\$0.25) per hour to the Labourers' Central and Eastern Canada Organizing Fund (CECOF);

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

19.07 Payments in respect of Welfare, Pension, Prepaid Legal, Health Safety Apprenticeship and Training, Central and Eastern Canada Organizing Fund (CECOF), 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 due. Payments shall be accompanied by a duly completed Employer Report Form.

- 19.08 (a) In the event that the payments referred to in Article 19.07 above, are received after the end of the month in which they are due, the Employer shall pay liquidated damages to the Union at the rate of two percent (2%) per month or fraction thereof (being the equivalent of twenty-four percent (24%) per annum, calculated monthly and not in advance) on the gross amount overdue.
- (b) Such late payments received from the Employer will be applied first to arrears of contributions already owing.
- (c) The delinquent Employer shall compensate the Union in **full** for all costs associated with the collection of such overdue payments, including any legal or accountant's fees incurred and the cost of any Arbitration Hearing in the event that the Employer is found to be in default.
- (d) It is agreed that where an Arbitrator issues a decision under the Ontario *Labour Relations Act* finding an Employer in breach of the Collective Agreement, the Employer will pay a penalty of ten percent (10%) of the amount of the award.

19.09 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.

19.10 **Vacation Pay and Statutory Holiday Pay**

- (a) Vacation and statutory holiday credits shall be paid to employees covered by this Collective Agreement at the rate of ten percent (10%) of the gross wages earned. It is understood and agreed that five percent (**5%**) is to be considered in lieu of statutory holiday pay. The

holidays for which pay is being received pursuant to this paragraph (a) are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and the twenty-sixth (26th) day of December or any other holiday proclaimed by the government.

- (b) During the term of any one (1) year, by mutual arrangements between the Employer and employee, only three (3) weeks vacation without pay will be taken by an employee, exclusive of statutory holidays. Vacation may be taken at any time during the calendar year at such time as may be most convenient to the Employer, but every effort shall be made to schedule the vacation at times suitable to the employee.
- (c) The Employer agrees to 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 fifty five (55) years of age or older. The Union agrees that any Bricklayer hired in accordance with this Article shall be a qualified journeyman. The Union further agrees that the older member may be hired before the Bricklayer work force reaches the number six (6) or where a seventh (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 fifty five (55) years of age or older. The Union agrees that any Bricklayer's Assistant hired in accordance with this Article shall be qualified. The Union further agrees that the older member may be hired before the Bricklayer's Assistant work force reaches the number three (3) or where a fourth (4th) Bricklayer's Assistant is hired and similarly as the Bricklayer's Assistant work force increases.

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 Union's 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 employee benefit contributions which were not paid by the delinquent contractor, and any outstanding wages which were not paid in respect of all work performed on the unit/building/lot completed by the Employer.

ARTICLE 24 - SECURITY FOR PAYMENT OF WAGES, ETC.

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

- (a) The Employer issues an NSF cheque or does not make payments by the fifteenth (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, Working Dues, and Industry Fund 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

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

- (a) **“The Apartment Builders Agreement”** being a Collective Agreement between the Metropolitan Toronto Apartment Builders’ Association and Local 183.
- (b) **“The Carpentry and Framing Agreement”** being a Collective Agreement between The Residential Framing Contractors’ Association of Metropolitan Toronto and Vicinity Inc. and Local 183.
- (c) **“The Concrete and Drain Agreement”** being a Collective Agreement between the Ontario Concrete and Drain Contractors’ Association and Local 183.
- (d) **“The Forming Agreement”** being a Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario.
- (e) **“The Heavy Engineering Agreement”** being a Collective Agreement between the Heavy Construction Association of Toronto and Local 183.
- (f) **“The House Basements Agreement”** being a Collective Agreement between The Residential Low-Rise Forming Contractors’ Association of Metropolitan Toronto and Vicinity and Local 183.
- (g) **“The House Builders Agreement”** being a Collective Agreement between the Toronto Residential Construction Labour Bureau and Local 183.
- (h) **“The Landscaping Agreement”** being a Collective Agreement between certain landscaping contractors in Ontario Labour Relations Board Area Nos. 8 and 18 and Local 183.
- (i) **“The Marble Tile Terrazzo and Cement Mason Agreement”** being a Collective Agreement between the Residential Tile Contractors’ Association and Local 183.
- (j) **“The Residential Plumbing Agreement”** being a Collective Agreement between various independent Plumbing Contractors and Local 183.
- (k) **“The Concrete Restoration Agreement”** being a Collective Agreement between certain contractors in Ontario Labour Relations Board Area Nos. 8 and 18 and Local 183.
- (l) **“The Roads Agreement”** being a Collective Agreement between the Metropolitan Toronto Road Builders’ Association and A Council of Trade Unions acting as the representative and agent of Teamsters’ Local 230 and Local 183.
- (m) **“The Sewer and Watermain Agreement”** being a Collective Agreement between the Metropolitan Toronto Sewer and Watermain Contractors’ Association and A Council of Trade Unions acting as the representative and agent of Teamsters’ Local 230 and Local 183.

- (n) **“The Utilities Agreement”** being a Collective Agreement between the Utility Contractors’ Association of Ontario and Labourers’ International Union of North America, Ontario Provincial District Council and its affiliated Local Unions.
- (o) **“The High Rise Trim Collective Agreement”** being a Collective Agreement between Local 183 and the Residential Carpentry Contractors’ Association of Greater Toronto.
- (p) **“The Residential Low Rise Trim Collective Agreement”** being a Collective Agreement between various independent low rise trim contractors and Local 183.
- (q) **“The Durham Builders Agreement”** being a Collective Agreement between the Durham Residential Construction Labour Bureau and Local 183.
- (r) **“The Fencing Agreement”** being a Collective Agreement between certain independent fencing Contractors and Local 183.
- (s) **“The Labourers’ Distribution Pipeline Agreement for Canada”** being a collective agreement between the Pipeline Contractors Association of Canada and Labourers’ International Union of North America.
- (t) **“The Labourers’ Mainline Pipeline Agreement for Canada”** being a collective agreement between the Pipeline Contractors Association of Canada and Labourers’ International Union of North America.
- (u) **“The Oshawa Signatories Collective Agreement”** being a collective agreement between various independent companies and Local 183.

ARTICLE 26 - NEW EMPLOYERS

26.01 The following definitions will apply to this Article 26:

- (a) “New Employer” shall mean one or more of the following:
 - i) a corporation, partnership, sole proprietorship or other business entity that becomes bound to this Collective Agreement after May 1, 2010;
 - ii) a corporation, partnership, sole proprietorship or other business entity that has had its membership in MCAT terminated after May 1, 2010, either voluntarily or in accordance with the constitution and by-laws of MCAT;
 - iii) a corporation, partnership, sole proprietorship or other business entity that resumes performing work covered by this collective agreement after a hiatus of 18 months or longer; or

- iv) any corporation, partnership, sole proprietorship or other business entity where after May 1, 2010 the control or governance mechanisms have been significantly altered by:
 - i) in the case of a corporation, partnership, sole proprietorship or other business entity more than 50% of the shares have changed hands during any 18 month period;
 - ii) in the case of a corporation, partnership, sole proprietorship or other business entity more than 50% of the directors have changed during any 18 month period; or
 - iii) in the case of a partnership where the actual control of the partnership has been transferred from one person or group of persons to another.

(b) “MCAT member” shall mean an active or honorary member as determined pursuant to the constitution and by-laws of MCAT.

(c) “Related MCAT member” shall mean an employer that is a “related employer” with respect to a MCAT member within the meaning of section 1(4) of the Ontario Labour Relations Act.

26.02 (a) Any Employer bound to this Collective Agreement must disclose to the Union any changes in ownership and/or control that cause it to become a New Employer.

(b) Any Employer bound to this Collective Agreement shall be required to disclose any and all relevant documents concerning its ownership and control if the Union can show reasonable cause to suspect that the Employer has become a New Employer.

(c) Where an Employer fails to, refuses to, or is otherwise unable to provide the information and documents set out in paragraph (b) above it shall be deemed to be a New Employer.

26.03 (a) A New Employer shall provide the Union with an Irrevocable Letter of Credit from a Canadian chartered bank or other accredited financial institution acceptable to the Union in the amount of Fifty Thousand Dollars (\$50,000.00), naming the Masonry Council of Unions Toronto and Vicinity as beneficiary, within five (5) business days of becoming a New Employer as defined by Article 26.01, except in the case of a New Employer who wishes to become bound to the Collective Agreement as a result of a Voluntary Recognition Agreement with the Union, in which case the Letter of Credit shall be provided before or at the same time as signing that Voluntary Recognition Agreement and becoming bound to the Collective Agreement.

(b) The Union will provide MCAT with a copy of all Letters of Credit provided by a New Employer, together with a copy of the Collective Agreement entered into by the New Employer.

26.04 (a) If the New Employer is not an MCAT member, the New Employer must provide and maintain the Irrevocable Letter of Credit for three (3) years. Each time the Irrevocable Letter of Credit is drawn against, it must be replenished within five (5) business days and immediately extended for an additional three (3) years from the date of replenishment.

- (b) If the New Employer is an MCAT member or Related MCAT member, the New Employer must provide and maintain the Irrevocable Letter of Credit for two (2) years. Each time the Irrevocable Letter of Credit is drawn against, then it must be replenished within five (5) business days and immediately extended for an additional two (2) years from the date of replenishment.
- (c) If a New Employer ceases to carry on business covered by the Collective Agreement prior to the expiration of the applicable period set out in Article 26.04(a) or (b), then the Union shall return the Letter of Credit to the New Employer twelve (12) months following the Employer's last activity under the Collective Agreement, or twelve (12) months following the resolution of all outstanding grievances, whichever is later.
- (d) If the Irrevocable Letter of Credit is not replenished and extended within five (5) business days, the Union may file a grievance under the Collective Agreement, including the Bricklaying Enforcement System set out therein, and secure an order from an arbitrator or the Ontario Labour Relations Board requiring the New Employer to replenish and extend the Irrevocable Letter of Credit in accordance with this Article 26.04.
- (e) In the event of a bankruptcy and/or insolvency of a New Employer the Union shall be immediately entitled to draw against the Letter of Credit and all monies from the Letter of Credit shall be deemed held in trust by the Union on account for the payment of all outstanding wages, dues, benefits or other monies that may be owing to and/or on behalf of the employees of the New Employer and to the Union and the trust funds under the Collective Agreement with respect to all work performed.

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

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

26.07 If the New Employer continues to perform work under this Collective Agreement without having provided, maintained or replenished the Irrevocable Letter of Credit as required by this Article 26 of the Collective Agreement, the Union shall be entitled to general damages in the amount of \$500.00 per calendar day for each day until such time as the New Employer provides or replenishes the required Letter of Credit or security or satisfies the Union or an arbitrator or the Ontario Labour Relations Board that it has ceased to perform work covered by this Collective Agreement. These damages shall be in addition to any other damages owing for a breach of the Collective Agreement payable by the New Employer.

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

- (a) New Employers shall provide to the Union, for its review, on or before the twentieth (20th) day of each month following the month for which bargaining unit work was performed the following:
 - i) Payroll cheques (or direct deposit slips) and pay slips
 - ii) Bank statements
 - iii) Time Cards
 - iv) Invoices
 - v) Project Start Notices
 - vi) Contribution Reports
 - vii) And any other relevant information confirming the amount of work performed and/or completed in the prior month
- (b) The Union may at its discretion make copies of the material referred to in paragraph (a) above, such material will only be used for the purpose for which it was obtained and shall not be disclosed or provide to any other Party except as is necessary for the purposes of enforcement of this Collective Agreement.

26.09 The Union agrees to provide MCAT, by no later than the last day of the month, with a list of the New Employers being monitored during the month under the provisions of Article 26.08.

26.10 The time limits set out in the Grievance Procedure of this Collective Agreement do not apply to any alleged breach of Article 26.08 of the Collective Agreement, and the parties expressly agree that if a New Employer fails to comply with Article 26.08, the Union may file a Grievance relating to such failure without regard to any such time limits. Upon a finding or admission of a violation of Article 26.08, in addition to all other amounts which may be owing pursuant to any other provisions of the Collective Agreement, the New Employer shall pay liquidated damages to the Union in the amount of One Thousand Dollars (\$1,000.00), which damages shall increase by One Thousand Dollars (\$1,000.00) with each additional violation.

ARTICLE 27 - MISCELLANEOUS

27.01 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.

27.02 No Other Associations

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

27.03 **Masculine/Feminine Pronoun**

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

ARTICLE 28 - DURATION OF AGREEMENT AND CONDITION OF AGREEMENT

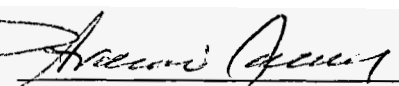
28.01 The term of this Agreement shall be from May 1, 2010 to April 30, 2013 and it shall continue in effect thereafter unless either party shall furnish the other with notice of termination or proposed revision for this Agreement within one hundred and twenty (120) days of April 30, 2013, or any like period in any third year thereafter. The parties agree that if this Collective Agreement continues in force after April 30th, 2013, in accordance with the terms of this Article and/or in accordance with the Ontario **Labour Relations Act**, then the terms and conditions of this Collective Agreement shall automatically be deemed to be the terms and conditions of the then current Collective Agreement between the Union and the Masonry Contractors' Association of Toronto Inc.

IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to affix their signatures this 3rd day of May, 2011.

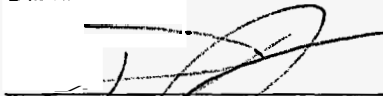
Signed On Behalf of the Union:


Signed On Behalf of the Association:


LIUNA, Local 183 & MCUTV -
Durval Terceira



Avelino Da Fonseca


Jack Prazeres



LIUNA, Local 183 & MCUTV -
Daniel Averó

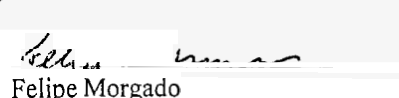

Rocco Di Padre



Joe Vercillo



LIUNA, Local 183 & MCUTV -
Frank D'Abbondanza


Dominic Montemurro


BMIUC, Local 1 & MCUTV -
John Meiorin


Felipe Morgado


BMIU, Local 1 & MCUTV -
Janusz Rzepiel


Jaime Neves

SCHEDULE "A"

ARTICLE 1 - HOURS OF WORK AND OVERTIME

- 1.01 (a) The standard hours of work for all employees shall be based on forty four (**44**) hours per week exclusive of traveling time to and from the job, save and except as specifically outlined below respecting the Bricklayers Assistants and Forklift Drivers and their respective apprentices and/or learners.
- (b) All overtime work performed in excess of nine (**9**) hours per day, Monday to Thursday and eight (**8**) hours on Friday, and all Saturday work, subject to (c) below, shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the regular rate. No work shall be assigned on Sunday or Government Holidays, save and except in the case of emergencies, in which the rate payable shall be double time, the parties hereto agree that due to the preparation for the trade, the Bricklayer's Assistants and Forklift Drivers and their respective apprentices overtime rates are effective after nine and one-half (9%) hours per day, Monday to Thursday and eight and one-half (**8%**) hours on Friday, accommodating a forty-six and one half (**46%**) hour week.
- (c) Work may be performed on a Saturday at the employee's regular rate provided that during the immediate preceding five (**5**) days the employee worked fewer hours than the hours in a regular work week for the employee's classification. The maximum number of hours an employee may work at the employee's regular rate shall be the number of hours short of the normal work week for the employee's classification actually worked during the immediately preceding five (**5**) days, but in no event shall work be performed after 1:00 p.m. In the event that an employee works after 1:00 p.m. on a Saturday, all time worked on Saturday shall be paid at one and one-half ($1\frac{1}{2}$) times the employee's regular rate. 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.
- (d) The Union further agrees that where it enters into Collective Agreements covering the work covered by this Collective Agreement it shall include in those Collective Agreements a clause containing the same provisions as those contained in this Article 1.01(c).
- 1.02 Where work cannot be performed during the regular work day defined in (a) and (b) above on Monday to Friday inclusive, such work may be done as evening or night work at one and one-seventh ($1 - 1/7$) times the regular day rate.
- 1.03 **Shift Work**
- (a) When work, other than described in Article 1.02 herein cannot be done during the regular work day, such work may be done as a night shift of not more than nine (9) hours per shift for Bricklayers and nine and one-half (9%) hours for Bricklayers Assistants and Forklift Drivers at rates describes in Article 1.02. No employee except the foreman shall be permitted to work more than one shift in any twenty-four (**24**) hours.

- (b) When a shift system is worked the rate of wages shall be:

For Bricklayers:

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

For Bricklayers Assistants and Forklift Drivers:

Day Shift: 7:15 a.m. to 5:15 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.

- 1.04 Time cards are to be recorded daily and in duplicate form. Time cards are to include the following information:

- (a) Name of Employee;
- (b) Address and phone number of employees;
- (c) Site name;
- (d) Date - Year/Month/Day;
- (e) Daily hours and total hours for week;
- (f) Classification and rate;
- (g) Full name and address of Employer including phone numbers.

Copies of completed time cards are to be given to employees weekly on each Friday reflecting hours worked that week.

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, Employment Insurance, Canada Pension, etc., where applicable.

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

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

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

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

2.04 **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 inclement weather or any other reason beyond the control of the Employer, shall receive a minimum of four (4) hours reporting time and shall remain at other work if requested to do so by the Foreman.

ARTICLE 3 - WAGES AND CLASSIFICATION

CLASSIFICATION	MAY 1, 2010	JANUARY 1, 2011	JANUARY 1, 2012	JANUARY 1, 2013
BRICKLAYER JOURNEYMEN/ STONEMASONS	\$ 34.23	\$ 34.64	\$ 35.05	\$ 35.82
FORKLIFT DRIVERS	\$ 33.23	\$ 33.64	\$ 34.05	\$ 34.82
BRICKLAYERS' ASSISTANTS	\$ 32.23	\$ 32.64	\$ 33.05	\$ 33.82

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

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

(b) The wages for Bricklayers and Stonemasons' Apprentices shall be as follows:

- i) fifty-percent (50%) of Journeyman's rate for the first six hundred (600) hours of employment;
- ii) sixty-five percent (65%) of Journeyman's rate for the next **six** hundred (600) hours of employment;

- iii) seventy-five percent (75%) of Journeyman's rate for the next twelve hundred (1200) hours of employment;
 - iv) eighty-five percent (85%) of Journeyman's rate for the next twelve hundred (1200) hours of employment;
 - v) and thereafter the Journeyman's rate.
- 3.02 (a) The ratio of Bricklayers' Assistants' Learners shall be one (1) Learner for one (1) Bricklayer's Assistant. The ratio of Forklift Driver Learners shall be one (1) Learner for one (1) Forklift Driver.
- (b) Bricklayers' Assistant Learners and Forklift Driver Learners shall be registered with the Union. Registration shall include the name, Social Insurance Number (SIN) and address of such Learner, the classification and the date of hire. It shall indicate the rate of pay and shall be signed by the Learner, the Employer and the Union.
- (c) If a Bricklayer's Assistant Learner and Forklift Driver Learner is not registered, or the ratio is not maintained by the Employer, all Learners shall be paid the full rate for their classification for all hours worked. Additionally, the Employer shall pay general damages to Union of one hundred dollars (\$100.00) per day per Learner.
- (d) The Union shall not unreasonably refuse to register Bricklayers' Assistant Learners and Forklift Driver Learners. It shall not be unreasonable to refuse to register a Learner while there are unemployed members of the Union qualified to perform the work of the classification available to work, and provided that the Union has notified the Masonry Contractors' Association of Toronto in writing that it has such unemployed qualified members available for work.
- (e) At all times a Learner shall work on a crew together with a person working in the classification.
- (f) The rates for Learners shall be as follows:
- i) Bricklayer's Assistant Learner - Seventy-five percent (75%) of the Bricklayer's Assistant rate. Upon completion of four hundred (400) hours the full rate shall apply;
 - ii) Forklift Driver Learner - Seventy-five percent (75%) of the Forklift Driver rate. Upon completion of four hundred (400) hours the full rate shall apply.

SCHEDULE "B"

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

EFFECTIVE MAY 1, 2010

CLASSIFICATION	WAGES	VACATION PAY	WELFARE	PENSION	TRAINING	PREPAID LEGAL	CECOF	TOTAL
BRICKLAYERS	34.23	3.42	2.95	5.00	0.15	0.10	0.25	46.10
FORKLIFT DRIVERS	33.23	3.32	2.95	5.00	0.15	0.10	0.25	45.00
BRICKLAYERS' ASSISTANTS	32.23	3.22	2.95	5.00	0.15	0.10	0.25	43.90

EFFECTIVE JANUARY 1, 2011

CLASSIFICATION	WAGES	VACATION PAY	WELFARE	PENSION	TRAINING	PREPAID LEGAL	CECOF	TOTAL
BRICKLAYERS	34.64	3.46	3.00	5.50	0.15	0.10	0.25	47.10
FORKLIFT DRIVERS	33.64	3.36	3.00	5.50	0.15	0.10	0.25	46.00
BRICKLAYERS' ASSISTANTS	32.64	3.26	3.00	5.50	0.15	0.10	0.25	44.90

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

EFFECTIVE JANUARY 1, 2012

CLASSIFICATION	WAGES	VACATION PAY	WELFARE	PENSION	TRAINING	PREPAID LEGAL	TOTAL
BRICKLAYERS	35.05	3.51	£.05	£.00	0.15	0.10	48.11
FORKLIFT DRIVERS	£4.05	£.41	£.05	£.00	0.15	0.10	47.01
BRICKLAYERS' ASSISTANTS	33.05	3.31	3.05	6.00	0.15	0.10	45.91

EFFECTIVE JANUARY 1, 2013

CLASSIFICATION	WAGES	VACATION PAY	WELFARE	PENSION	TRAINING	PREPAID LEGAL	TOTAL
BRICKLAYERS	35.82	3.58	3.10	6.00	0.15	0.10	48.75
FORKLIFT DRIVERS	£4.82	£.48	£.10	£.00	0.15	0.10	47.90
BRICKLAYERS' ASSISTANTS	33.82	3.38	3.10	6.00	0.15	0.10	46.80

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

EFFECTIVE MAY 1, 2010

CLASSIFICATION	WAGES	VACATION PAY	WELFARE	PENSION	TRAINING	PREPAID LEGAL	TOTAL
BRICKLAYERS	34.23	3.42	2.95	5.25	0.15	0.10	46.10
FORKLIFT DRIVERS	33.23	3.32	2.95	5.25	0.15	0.10	45.00
BRICKLAYERS' ASSISTANTS	32.23	3.22	2.95	5.25	0.15	0.10	43.90

EFFECTIVE JANUARY 1, 2011

CLASSIFICATION	WAGES	VACATION PAY	WELFARE	PENSION	TRAINING	PREPAID LEGAL	TOTAL
BRICKLAYERS	34.64	3.46	3.00	5.75	0.15	0.10	47.10
FORKLIFT DRIVERS	33.64	3.36	3.00	5.75	0.15	0.10	46.00
BRICKLAYERS' ASSISTANTS	32.64	3.26	3.00	5.75	0.15	0.10	44.90

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

EFFECTIVE JANUARY 1, 2012

CLASSIFICATION	WAGES	VACATION PAY	WELFARE	PENSION	TRAINING	PREPAID LEGAL	TOTAL
BRICKLAYERS	35.05	3.51	3.05	6.25	0.15	0.10	48.11
FORKLIFT DRIVERS	34.05	3.41	3.05	6.25	0.15	0.10	47.01
BRICKLAYERS' ASSISTANTS	33.05	3.31	3.05	6.25	0.15	0.10	45.91

EFFECTIVE JANUARY 1, 2013

CLASSIFICATION	WAGES	VACATION PAY	WELFARE	PENSION	TRAINING	PREPAID LEGAL	TOTAL
BRICKLAYERS	35.82	3.58	3.10	6.25	0.15	0.10	49.00
FORKLIFT DRIVERS	34.82	3.48	3.10	6.25	0.15	0.10	47.90
BRICKLAYERS' ASSISTANTS	33.82	3.38	3.10	6.25	0.15	0.10	46.80

SCHEDULE "C"

BRICKLAYING ENFORCEMENT SYSTEM

BETWEEN:

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

- and -

UNIVERSAL WORKERS UNION, LIUNA LOCAL 183,

BRICKLAYERS, MASONS INDEPENDENT UNION OF CANADA, LOCAL 1,

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

- and -

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

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

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

ARTICLE 1 - NOTICES OF PROJECTS

1.01 Builder's Notice of Projects

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

- (a) Name of Builder;
- (b) Address of Builder;
- (c) Telephone Number;
- (d) Facsimile Number;
- (e) Project Name;
- (f) Project Location;
- (g) Expected Masonry Start Date (on release of residential units);
- (h) Expected Masonry Completion Date (on release of residential units);
- (i) Masonry Contractor Awarded Contract;
- (j) Registered Plan or Draft Plan of Subdivision; and
- (k) Number of Lots and Description of Housing Structures.

1.02 Masonry Contractor Notice of Projects

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

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

1.03 Failure to Provide Notices

Builder and/or Masonry Contractor failure to provide notices as and when required under this Bricklaying Enforcement System, will constitute a violation of this Agreement, and shall require payment of five hundred dollars (\$500.00) by the defaulting party to the Union in addition to any payment required under Article 14.01 of the Collective Agreement between MCAT and the Union.

ARTICLE 2 - EXPEDITED ARBITRATION

2.01 Arbitrator

- (a) The roster of Permanent Arbitrators for the purpose of the Expedited Arbitration process herein are; Robert Herman, Louisa Davie and Jules Bloch. Alternate Arbitrators shall be Rick MacDowell and George Surdykowski. Each Permanent Arbitrator shall serve as the Principal Arbitrator for a twelve (12) month period commencing May 1, 2010, in the following rotation:
 - i) Louisa Davie (May 1, 2010 to April 30, 2011)
 - ii) Jules Bloch (May 1, 2011 to April 30, 2012)
 - iii) Robert Herman (May 1, 2012 to April 30, 2013)
- (b) In the event that the serving Principal Arbitrator is unavailable to commence an Expedited Arbitration Hearing within the scheduling constraints of this Expedited Arbitration System, an Alternate Arbitrator may replace the serving Principal Arbitrator, subject to the Alternate Arbitrator's availability.
- (c) Each Alternate Arbitrator shall serve as the Primary Alternate Arbitrator for a twelve (12) month period commencing May 1, 2010 on a rotating basis. The first Primary Alternate

Arbitrator shall be Rick MacDowell. If the Primary Alternate Arbitrator is unavailable to commence the Expedited Hearing, within the scheduling constraints of this system, the other Alternate Arbitrator may serve.

- (d) In the event that the serving Principal Arbitrator and both Alternate Arbitrators are unable to accommodate the scheduling constraints of this Expedited Arbitration System, the next available Permanent Arbitrator may serve.

2.02 Expedited Arbitration Procedure

- (a) The term “Monetary Grievance” wherever used in this Enforcement Agreement shall mean a grievance concerning the interpretation, application, administration or alleged violation of a provision of the Collective Agreement relating to payment for hours of work, rates of pay, overtime, premiums (shift and compressed air), traveling expenses, room and board allowances, reporting allowances, pension, welfare and industry fund contributions and dues or any other form of compensation to or on behalf of an employee and monetary grievances in accordance with existing jurisprudence under the Enforcement System. The term “Non-Monetary Grievance” wherever used in this Enforcement Agreement shall mean a grievance other than a “Monetary Grievance”, and shall include but not be limited to a grievance relating to discharge or discipline. The term “Grievance” whenever used alone in this Agreement shall mean a Monetary Grievance or a Non-Monetary Grievance.
- (b) Any party bound by this procedure may initiate the Expedited Arbitration process by service of a Grievance, in writing, by facsimile transmission, regular mail, or courier (including Canada Post Courier) on the affected Masonry Contractor.
- (c) After ten (10) calendar days from service of the Grievance, the Union may refer the Grievance to Expedited Arbitration hereunder. Notice of such Referral to Expedited Arbitration shall be served by facsimile transmission, regular mail, or courier (including Canada Post Courier) upon the Masonry Contractor, the Builder and the Arbitrator.
- (d) Service shall be effective on receipt, if facsimile transmission or courier is used, or shall be deemed to have occurred **on** the third (3rd) weekday after mailing, if regular mail is used.
- (e) The Arbitrator shall commence the Expedited Arbitration Hearings within five (5) days from service of the Referral to Expedited Arbitration. Counsel, if retained by a party, must be able to accommodate the hearing schedule **as** set by the Arbitrator. Adjournments will not be granted because of the unavailability of counsel, for business demands or because a party **asks** for additional time to prepare.
- (f) Subject to the discretion of the Arbitrator the Expedited Arbitration shall be held at the Union premises, and may be scheduled by the Arbitrator to commence after business hours.
- (g) Where, in the case of a Monetary Grievance, the Arbitrator finds the Masonry Contractor in breach of the Agreement, the Arbitrator shall order the Masonry Contractor to pay all amounts owing with respect to violations of the Agreement:
 - i) For payment of hours of work, rates of pay, overtime, premiums, travel expenses room and board allowances and reporting allowance in accordance with the following:

- i.i where the Monetary Grievance is commenced within fourteen (14) days after the circumstances giving rise to the Monetary Grievance became known or ought reasonably to have become known to the affected employee(s), the Arbitrator shall award the affected employee(s) recover of one hundred percent (100%) of all unpaid amounts plus an additional fifty percent (50%) of all unpaid amounts; or
 - i.ii where the Monetary Grievance is commenced between fifteen to forty-five (15-45) days after the circumstances giving rise to the Monetary Grievance became known or ought reasonably to have become known to the affected employee(s), the Arbitrator shall award the affected employee(s) recovery of one hundred percent (100%) of the unpaid amounts; or
 - i.iii where the Monetary Grievance is initiated at any time beyond forty-six (46) days after the circumstances giving rise to the Monetary Grievance became known or ought reasonably to have become known, to the affected employee(s), the Arbitrator shall award recover of seventy-five percent (75%) of unpaid amounts to be paid to the affected employee(s) and twenty-five percent (25%) of the unpaid amount to be paid to the Local 183 Scholarship Trust Fund.
- ii) In the case of a Monetary Grievance relating to the Welfare, Pension, Prepaid Legal, Health and Safety Apprenticeship and Training, CECOF, Union Dues, Working Dues and Industry Fund, the Arbitrator shall award recovery of one hundred percent (100%) of the unpaid amounts.
- iii) The provisions of this section 2 are to be interpreted and applied in conjunction with the provisions contained in the Collective Agreement for the filing of Grievances and are without prejudice to the rights of any of the parties thereunder.
- (h) In the case of a Monetary Grievance the Arbitrator shall not have the jurisdiction to apply any principles of estoppel or waiver to reduce any amounts payable by the Masonry Contractor in respect of such violations.
- (i) In the case of a Monetary Grievance in addition to all amounts established above, where the Arbitrator finds the Masonry Contractor in breach of the Agreement, the Masonry Contractor must pay an amount pursuant to Article 19.08(d) equivalent to ten percent (10%) of the amount of the award to the Union.

- (j) In the case of a Monetary Grievance the Arbitrator shall order the Masonry Contractor found in breach of the Agreement:
- i) to pay the entirety of the Arbitrator's costs in accordance with the attached fee schedule;
 - ii) to compensate the Union, in full, for all costs associated with the collection of such unpaid amounts, including any legal or accountants' fees incurred and/or the cost of any arbitration hearings in addition to all other amounts referred to in this Bricklaying Enforcement System.
- (k) Where in the case of Monetary Grievances a Masonry Contractor is found by an Arbitrator under this Agreement, or through any other arbitration, to have breached the Agreement for a second time where both Grievances were Monetary Grievances, with respect to matters covered by this Enforcement System, the Masonry Contractor shall be required, within forty eight (48) hours, to file with the Arbitrator an irrevocable Letter of Credit, to expire on the expiry date of the Collective Agreement, in an amount equal to two thousand dollars (\$2,000.00) per employee, based on the highest number of employees reported on its payroll in the preceding four (4) month period, or fifty thousand dollars (\$50,000.00), whichever is greater. Where any payments ordered against the contractor are drawn on the Letter of Credit, the contractor shall replenish the Letter of Credit based on the highest number of employees reported on its payroll in the four (4) months preceding the depletion of the Letter of Credit, or to fifty thousand dollars (\$50,000.00), whichever is greater. These provisions shall not apply to Non-Monetary Grievances.
- (l) The Arbitrator shall have the power to make the Arbitrator's costs (fees and expenses) an Award or part of an Award, to be payable to the Union, in trust for the Arbitrator.
- (m) This arbitration process shall be in addition to and without prejudice to any other procedures and remedies that the parties may enjoy including applications to a Court; or to the Ontario Labour Relations Board pursuant to section 96 of the Ontario *Labour Relations Act*, as amended; or under the *Construction Lien Act*; or any other operative legislation; or provided under any Collective Agreement. Any Grievance concerning the interpretation, application, administration or alleged violation of the Collective Agreement may be processed through the grievance/arbitration procedure outlined in Articles 4 and 5 of the Collective Agreement or under the Expedited Arbitration Procedure or referred to arbitration pursuant to section 133 of the Ontario *Labour Relations Act*, provided however that any Grievance may not be processed under more than one of these arbitration mechanisms. Where a Grievance has been properly referred to the procedure provided for in this Bricklayers' Bricklaying Enforcement System, it is understood and agreed that all of the parties shall be deemed to have waived any right to refer the Grievance to arbitration under section 133 of the Ontario *Labour Relations Act*, or pursuant to Articles 4 and 5 of the Collective Agreement and any such referral shall be null and void. It is understood and agreed that the Arbitrator's decision is final and binding with respect to those matters remitted to the Arbitrator. The Arbitrator shall have all the powers of an Arbitrator under the Ontario *Labour Relations Act*, as amended, including but not limited to the power to require records and/or documents to be produced prior to and/or at the hearing and the power to issue summons to witness and thereby compel attendance. The decision of the Arbitrator, inclusive of orders for payment of any monies in respect of

damages, costs, Arbitrators' fees and/or penalties, is deemed to be a decision of an Arbitrator pursuant to the Ontario *Labour Relations Act*, as amended, and enforceable as such.

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

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

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

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

- 3.02 If the Union and the Masonry Contractor agree to release the frozen funds held by the Builder and/or Prime Masonry Contractor, such release is without prejudice to the right of the Union to subsequently file another Holdback Notice and/or a grievance over the same dispute.
- 3.03 A copy of the Holdback Notice, sent by the Union to the Builder(s) and/or Prime Masonry Contractor(s), will be supplied to the Arbitrator hearing the matter and upon such service, the Arbitrator must address the issue of the frozen funds or any portion of them, in the hands of the Builder(s) and/or Prime Masonry Contractor(s) in his or her decision on the merits of an Expedited Arbitration.
- 3.04 Any Builder and/or Prime Masonry Contractor that pays out any funds to the Masonry Contractor after having received the Holdback Notice to hold back or freeze such funds, without having received appropriate authorization from the Union and the Masonry Contractor, or from the Arbitrator, shall immediately become jointly and severally liable for the amounts paid contrary to the Holdback Notice whether such payments were with respect to wages, benefits, or other matters, and further liable for the Arbitrator's fees and expenses.
- 3.05 Any amounts subject to the Holdback shall first be applied to payment of the Arbitrator, then to payment of any wages owing, and thereafter, to any other amounts owing, including benefits. The Holdback mechanism is without prejudice to the provisions contained in the Collective Agreement, including Article 14.02, or any lien or other statutory rights.
- 3.06 The Arbitrator, in the course of his decision at the Expedited Arbitration, shall have the following powers relating to this Holdback Mechanism:
- (a) to direct a Builder and/or Prime Masonry Contractor to release funds according to the Arbitrator's direction which may include payments to the Union, its Trust Funds and/or any employee(s), or the Arbitrator;
 - (b) to direct that future amounts or part thereof payable by the Builder(s) and/or Prime Masonry Contractor(s) to the Masonry Contractor be re-directed to the Union, the Trust Funds and/or the affected employee(s), or the Arbitrator;
 - (c) where more than one Builder and/or Prime Masonry Contractor holds funds which have been frozen pursuant to these holdback provisions, the Arbitrator shall have authority to apportion the amount of frozen funds which any one Builder and/or Prime Masonry Contractor must re-direct and/or release and/or apportion the amount of future payments which must be directed and/or re-directed by the Builder(s) and/or Prime Masonry Contractor(s) to the Union, the Trust Funds and/or the affected employee(s), or the Arbitrator;
 - (d) to issue all orders and directions necessary to carry out the spirit and intent of these provisions.

ARTICLE 4 – BREACH OF ARTICLE 26

- 4.01 A New Employer means any New Employer as defined in Article 26 of the Collective Agreement who is required to post or maintain an Irrevocable Letter of Credit.

- 4.02 If a New Employer fails to maintain or replenish the Irrevocable Letter of Credit in accordance with Article 26 of the Collective Agreement the Union shall notify any Builder or Prime Masonry Contractor who is reasonably believed to have assigned, to be assigning or who will assign work to the New Employer of that failure and at the same time shall provide a copy of that notice to the Masonry Contractors' Association of Toronto. Where the notice relates to the failure to replenish the Irrevocable Letter of Credit, the Union shall advise of the amount owing to replenish the Irrevocable Letter of Credit.
- 4.03 A Builder or Prime Masonry Contractor who receives a notice under Article 4.02 shall holdback and not pay out monies owing to a New Employer that equals the amount required to replenish the Irrevocable Letter of Credit, and shall not allow the New Employer to commence any new work for the Builder or Prime Masonry Contractor, and will only allow the New Employer five (5) business days to complete any work which was ongoing at the time the notice was received. Any Prime Masonry Contractor who instructs or allows a New Contractor to perform work after five (5) business days have elapsed from the date that they received such notice will be deemed to have subcontracted work in violation of the Collective Agreement, including but not limited to Article 14 of the Collective Agreement.
- 4.04 If and when the New Employer provides or replenishes an Irrevocable Letter of Credit the Union shall advise any Builder and/or Prime Masonry Contractor who was notified pursuant to Article 4.02, that the New Employer has complied with Article 26 of the Collective Agreement and that Article 4.03 no longer applies.
- 4.05 Notices under this Article shall be in writing, and may be sent by facsimile transmission, email, regular mail, courier (including Canada Post Courier).

ARTICLE 5 - UNION INVESTIGATION COMMITTEE

- 5.01 The Union shall establish a Union Investigation Committee consisting of the following persons:
- (a) The Union Bricklaying Sector CO-Coordinator or his Designate;
 - (b) One Union Business Representative assigned to the Bricklaying Sector; and
 - (c) The Union Legal Co-Coordinator.
- 5.02 The Union Investigation Committee shall meet, ~~as~~ necessary, to investigate any complaint that Union Business Representative(s) or Union Member(s) have agreed to and/or condoned violations of the Collective Agreement or otherwise failed to take appropriate action or acted inappropriately in dealing with violations of the Collective Agreement and/or the Bricklaying Enforcement System with Builder(s), Prime Masonry Contractor(s) and/or Masonry Contractor(s).
- 5.03 The Union Investigation Committee shall have the power to recommend that charges under the Union Constitution be brought against the Union Business Representative(s) and/or Union Member(s) in respect of the allegations brought to its attention.

- 5.04 The Union Investigation Committee shall prepare a report of the results of any investigation of this complaint including its conclusions as to the validity of the subsequent complaint and any action taken to deal with the matter(s) raised in it.
- 5.05 A copy of the report prepared by the Union Investigation Committee will be provided to the Labour/Management Joint Committee.
- 5.06 In the event that the Labour/Management Joint Committee is not satisfied with the report of the Union Investigation Committee, in that it is not satisfied with the appropriateness of the Union's response, or is deadlocked over the issue, any member of the Labour/Management Joint Committee may refer a complaint under Article 7.01 to the Arbitrator for a determination, and Article 6 of this Agreement may be applicable to the decision or order of the Arbitrator.

ARTICLE 6 - LABOUR/MANAGEMENT JOINT COMMITTEE

- 6.01 The Labour/Management Joint Committee shall be established consisting of the following persons:
- (a) The Union Bricklaying Sector Co-Coordinator;
 - (b) A Union Business Representative assigned to the Bricklaying Sector, designated by the Union;
 - (c) A representative designated by the Toronto Residential Construction Labour Bureau; and
 - (d) A representative designated by the Masonry Contractors Association of Toronto Inc.
- 6.02 A quorum of the Labour/Management Joint Committee shall be the four **(4)** duly appointed members.
- 6.03 The Labour/Management Joint Committee will meet to discuss matters of joint interest including the interests of industry, problem solving, monitoring and evaluating compliance with the Collective Agreement and this Bricklaying Enforcement System within seven (7) working days of notice in writing of such matter(s). The Union Bricklaying Sector CO-Coordinator shall schedule all such meetings after consultation with the other Labour/Management Joint Committee Members.
- 6.04 Decisions of the Labour/Management Joint Committee shall be taken by consensus and with the unanimous support of all members of the Committee.
- 6.05 In the event the Labour/Management Joint Committee is unable to agree on a course of action to deal with the matter(s), the Arbitrator shall attempt to mediate any disagreement. Failing resolution of the matter(s) at mediation, the Arbitrator shall cast a deciding vote. Except as provided in Part VIII, the Labour/Management Joint Committee shall not have any power to alter or change any of the provisions of this Bricklaying Enforcement System or the Collective Agreement or substitute any new provision for any existing provision thereof.
- 6.06 The Labour/Management Joint Committee may augment and improve this Bricklaying Enforcement System only upon unanimous agreement of the Committee members. The casting vote of the Arbitrator shall not apply to any issues involving any such improvements to the Bricklaying
-

Enforcement System. The Labour/Management Joint Committee shall not have the power to derogate in any material fashion from this Bricklaying Enforcement System.

- 6.07 The Labour/Management Joint Committee shall have no power to order the Union, its business representatives and/or its members to post a bond or Letter of Credit to secure payment of damages or levies or impose discipline, fines, suspension or expulsion. Such proceedings must occur under the Union Constitution. Any complaint that may warrant such remedial action may be initiated by any party in writing to the Union Investigation Committee.
- 6.08 The Labour/Management Joint Committee may initiate proceedings before the Ontario Labour Relations Board on behalf of the Union and TRCLB and/or MCAT to compel compliance with the Collective Agreement and this Bricklaying Enforcement System upon authorization by decision of the Labour/Management Joint Committee, in circumstances where it is satisfied that there is a deliberate concerted effort to undermine, evade and/or avoid the provisions of the Collective Agreement and this Bricklaying Enforcement System.

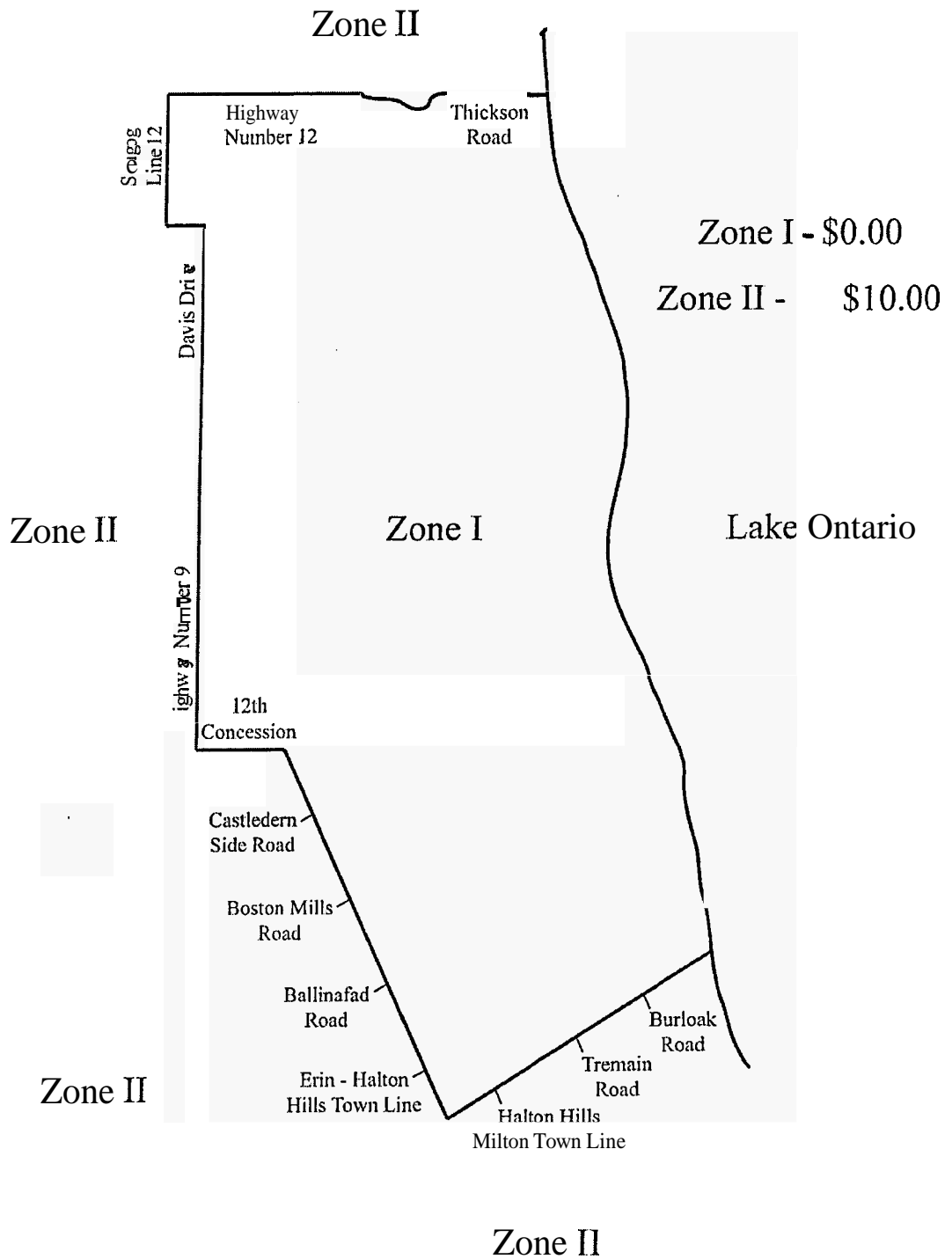
ARTICLE 7 - LETTERS OF CREDIT

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

ARTICLE 8 - COMPLAINT TO ARBITRATOR

- 8.01 Where the Arbitrator is satisfied that the Union, a Masonry Contractor, a Prime Masonry Contractor or Builder has engaged in a deliberate concerted effort to undermine, evade or avoid the provisions of the Collective Agreement and/or this Bricklaying Enforcement System, the Arbitrator may apportion responsibility for such acts against the Union and any Builder, Prime Masonry Contractor and/or Masonry Contractor and award the payment of damages and/or penalties payable to the Expedited Arbitration Administration account only, in addition to any and all sums payable through the Expedited Arbitration System hereunder. Such funds as are payable by the Prime Masonry Contractor or Masonry Contractor may be drawn against the Contractor's Letter of Credit.

SCHEDULE "D"
GEOGRAPHIC TRAVEL ZONES



LETTER OF UNDERSTANDING NO. 1

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 -

UNIVERSAL WORKERS UNION, LIUNA LOCAL 183
(hereinafter called the "Union")

- and -


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

No Inferior Collective Agreement

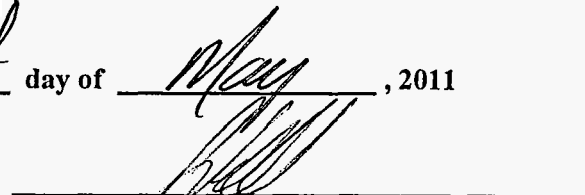
The parties agree that in the event that an Employer which is not a member of the Association desires or is required to enter into a Collective Agreement with the Union, then, the Union agrees that the specific and individual terms and conditions of the Collective Agreement will in no way be more beneficial to the Employer than the specific and individual terms and conditions of the Collective Agreement with the Association.

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


Signed and dated at Toronto this 3rd day of May, 2011



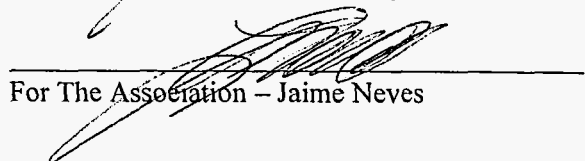
LIUNA, Local 183 & MCUTV – Durval Terceira



For The Association – Joe Vercillo



BMIUC, Local 1 & MCUTV – John Meiorin



For The Association – Jaime Neves

LETTER OF UNDERSTANDING NO. 2

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 -

UNIVERSAL WORKERS UNION, LIUNA LOCAL 183

(hereinafter called the "Union")

- and -

MASONRY COUNCIL OF UNIONS TORONTO AND VICINITY

(hereinafter called the "Union")

New or Existing Entities

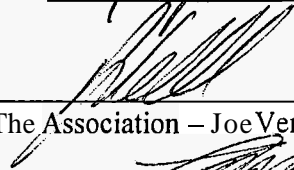
The Employer hereby confirms that it is not carrying on associated or related activities or businesses by or through more than one corporation, individual, firm, syndicate, or other entity or association or any combination thereof, under common control or direction, that is not signatory to this Collective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

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

Signed and dated at Toronto this 3rd day of May, 2011


LIUNA, Local 183 & MCUTV – Durval Terceira


BMIUC, Local 1 & MCUTV – John Meiorin


For The Association – Joe Vercillo


For The Association – Jaime Neves

LETTER OF UNDERSTANDING NO. 3

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 -

UNIVERSAL WORKERS UNION, LIUNA LOCAL 183
(hereinafter called the "Union")

- and -

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

Remittances and Contributions

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

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

Signed and dated at Toronto this 3rd day of May, 2011


LIUNA, Local 183 & MCUTV - Durval Terceira


BMIUC, Local 1 & MCUTV - John Meiorin


For The Association - Joe Vercillo


For The Association - Jaime Neves

LETTER OF UNDERSTANDING NO. 4

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 -

UNIVERSAL WORKERS UNION, LIUNA LOCAL 183

(hereinafter called the "Union")

- and -

MASONRY COUNCIL OF UNIONS TORONTO AND VICINITY

(hereinafter called the "Union")

Name of Union

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

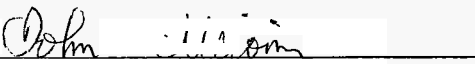
The Employer agrees that upon written notice from the Council that it, or one or more of its constituent members, has formally changed its, or their name, the Council, and/or its constituent members, under its new name, will enjoy all status, rights, obligations, and will in all other ways, both under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

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

Signed and dated at Toronto this 3rd day of May, 2011


LIUNA, Local 183 & MCUTV - Durval Terceira


For The Association - Joe Vercillo


BMIUC, Local 1 & MCUTV - John Meiorin


For The Association - Jaime Neves

LETTER OF UNDERSTANDING NO. 5

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 -

UNIVERSAL WORKERS UNION, LIUNA LOCAL 183
(hereinafter called the "Union")

- and -

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

Hiring

The parties agree to meet **as** soon as possible to form a committee consisting of two (2) representatives of MCAT and one representative each from Local 1 and Local 183 to:

1. Develop rules for the hiring and re-hiring of Bricklayers' Assistants and Bricklayers' Apprentices;
2. The establishment of a co-operative programme for apprentices;
3. Any other possible improvements to the Apprenticeship System.

Signed and dated at Toronto this 3rd day of May, 2011


LIUNA, Local 183 & MCUTV – Durval Terceira


BMIUC, Local 1 & MCUTV – John Meiorin


For The Association – Joe Vercillo


For The Association – Jaime Neves

APPENDIX 'A'

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

Builder's Name: _____

Address: _____

Telephone: _____ Facsimile: _____

Project Name: _____

Project Location: _____

Expected Masonry Start Date: _____

Expected Masonry Completion Date: _____

Masonry Contractor
Awarded Contract: _____

Registered Plan or Draft
Plan of Subdivision: _____

Number of Lots: _____

Description of Housing Structures: _____

THIS AGREEMENT MADE AND ENTERED INTO THIS 1ST DAY OF MAY, 2010

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")

WHEREAS the Masonry Contractors' Association of Toronto Inc., acting on behalf of all of its members, and Bricklayers, Masons Independent Union of Canada, Local 1 wish to make a common Collective Agreement with respect to certain construction employees 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;

NOW **THEREFORE** it is agreed as follows:

Article 1

The Employer recognizes 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' assistants, bricklayers' and stonemasons' assistant learners, forklift drivers and fork lift driver learners as defined in Schedule "A" of the Collective Agreement binding upon the Employer, the MCUTV, Local 1 and Local 183, (the "MCUTV Collective Agreement") 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 already covered by the terms and conditions of a valid and subsisting Collective Agreement (including the "MCUTV Collective Agreement") and save and except those persons above the rank of foreman, office and clerical staff, while working in the Province of Ontario.

Article 2

The terms and conditions of this Collective Agreement are all terms and conditions of the May 1, 2010 to April 30, 2013 MCUTV Collective Agreement, including all schedules and all Letters of Understanding save and except as such terms and conditions must be modified to reflect the fact that this Collective Agreement is between the Employer and Local 1 only and as required to reflect the bargaining unit set out in Article 1 above.

Article 3

Notwithstanding the fact that this Collective Agreement is between the Employer and Local 1 only, the Employer recognizes and agrees that Local 1 has and may enter into servicing agreements with the MCUTV or other parties and as such MCUTV or such other parties as may be appropriate are or have been authorized by Local 1 to act as its agents with respect to the administration or servicing of this Collective Agreement.

Article 4

The term of this Agreement shall be from May 1, 2010 to April 30, 2013 and shall continue in effect thereafter unless either party shall furnish the other with notice of termination or proposed revision of this Agreement within one hundred and twenty (120) days of April 30, 2013, or any like period in any third year thereafter. The parties agree that if this Collective Agreement continues in force after April 30, 2013, in accordance with the terms of this Collective Agreement, and/or in accordance with the Ontario **Labour Relations Act**, then the terms and conditions of this Collective Agreement shall automatically be the terms and conditions of the then current applicable Collective Agreement between the Union and the Masonry Contractors' Association of Toronto Inc.

In Witness Whereof the parties have caused their duly authorized representatives to affix their signatures this 3rd day of May, 2011.

Signed On Behalf of the Union:

John Meiorin
BMIUC, Local 1 & MCUTV – John Meiorin
Janusz Rzepiel
BMIU, Local 1 & MCUTV – Janusz Rzepiel

Signed On Behalf of the Association:

Arvelino Da Fonseca
Arvelino Da Fonseca
Rocco Di Padre
Rocco Di Padre
Dominic Montemurro
Dominic Montemurro
Felipe Morgado
Felipe Morgado
Jayne Neves
Jayne Neves
Jack Prazeres
Jack Prazeres
Joe Vercillo
Joe Vercillo

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

EFFECTIVE MAY 1, 2010

CLASSIFICATION	WAGES	VACATION PAY	WELFARE	PENSION	TRAINING	PREPAID LEGAL	TOTAL
BRICKLAYERS	34.23	3.42	2.95	5.25	0.15	0.10	46.10
FORKLIFT DRIVERS	33.23	3.32	2.95	5.25	0.15	0.10	45.00
BRICKLAYERS' ASSISTANTS	32.23	3.22	2.95	5.25	0.15	0.10	43.90

EFFECTIVE JANUARY 1, 2011

CLASSIFICATION	WAGES	VACATION PAY	WELFARE	PENSION	TRAINING	PREPAID LEGAL	TOTAL
BRICKLAYERS	34.64	3.46	3.00	5.75	0.15	0.10	47.10
FORKLIFT DRIVERS	33.64	3.36	3.00	5.75	0.15	0.10	46.00
BRICKLAYERS' ASSISTANTS	32.64	3.26	3.00	5.75	0.15	0.10	44.90

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

EFFECTIVE JANUARY 1, 2012

CLASSIFICATION	WAGES	VACATION PAY	WELFARE	PENSION	TRAINING	PREPAID LEGAL	TOTAL
BRICKLAYERS	35.05	3.51	3.05	6.25	0.15	0.10	48.11
FORKLIFT DRIVERS	34.05	3.41	3.05	6.25	0.15	0.10	47.01
BRICKLAYERS' ASSISTANTS	33.05	3.31	3.05	6.25	0.15	0.10	45.91

EFFECTIVE JANUARY 1, 2013

CLASSIFICATION	WAGES	VACATION PAY	WELFARE	PENSION	TRAINING	PREPAID LEGAL	TOTAL
BRICKLAYERS	35.82	3.58	3.10	6.25	0.15	0.10	49.00
FORKLIFT DRIVERS	34.82	3.48	3.10	6.25	0.15	0.10	47.90
BRICKLAYERS' ASSISTANTS	33.82	3.38	3.10	6.25	0.15	0.10	46.80

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