

**LETTER OF UNDERSTANDING  
Re COVID-19 PANDEMIC**

**BETWEEN:**

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183,  
BRICKLAYERS' MASONS INDEPENDENT UNION OF CANADA, LOCAL 1 and THE  
MASONRY COUNCIL OF UNIONS TORONTO AND VICINITY**

**(collectively "the Union")**

**-and-**

**THE MASONRY CONTRACTORS' ASSOCIATION OF TORONTO**

**("MCAT")**

**WHEREAS** the Province of Ontario and the City of Toronto have proclaimed states of emergency relating to the global pandemic of the virus COVID-19 and Federal and Provincial Public Health Authorities are directing the public to take health precautions;

**AND WHEREAS** the Ministry of Labour, Skills and Training has published Guidelines and Best Practice Standards for Construction Sites during the COVID-19 Pandemic;

**AND WHEREAS** there have been numerous work refusals, grievances and general safety concerns raised by Union members as well as by contractors and subcontractors performing work under the MCUTV Collective agreement;

**NOW THEREFORE** the Union and MCAT agree to this Letter of Understanding to set out the standards required during the pandemic:

1. The following COVID-19 standards shall apply to all Employers performing any work covered by this collective agreement, and should the Employer have a separate COVID-19 safety policy it must include the following:
  - a) The Employer shall provide to each employee personal protective equipment "PPE", which shall include proper masks, gloves and safety goggles necessary to protect them from COVID-19. PPE should be provided on a daily basis, and replaced through the day as required, and the Employer is to ensure that everyone has sufficient quantities to last the work shift.
  - b) That clean toilet facilities are available in reasonable proximity to the jobsite sufficient to the number of employees on the site.
  - c) Workers should be able to wash or clean their hands frequently throughout the day. Enhanced handwashing facilities with soap and hot running water should be provided. Where there is not possible, the Employer shall ensure that hand sanitizer and paper towel is available to all workers.

- d) For the duration of the COVID-19 Pandemic the employer will ensure that the constructor has taken steps to enhance site hygiene and cleanliness. This should include increasing the number of handwashing stations and posting signage which clearly identifies their location. Where possible, steps should be taken to minimize commonly touched surfaces (for example taps, paper towel dispensers, garbage cans to be converted to handsfree models). All common areas and surfaces should be cleaned throughout the day, together with a thorough cleaning at the end of each day. Examples include washrooms, and stair railings, and office door handles.
  - e) The Employer shall ensure that employees have safe social distancing. This means that employees shall not be instructed or permitted to work within 2 meters (6 feet) of each other, and shall not share tools unless the tools are cleaned between use. When employees are in a vehicle there shall not be more than one employee per vehicle seating row.
  - f) All meeting shall take place outdoors or in suitably ventilated areas and shall be limited to less than 10 employees.
  - g) Employees shall be cautioned to refrain from handshaking, sharing tools, and required to generally promote social distancing.
  - h) The Employer shall continue to provide transportation to the jobsite at no charge to the employee.
  - i) Where the Employer cannot perform work in compliance with these standards they shall not commence work, or if the issue arises during the work they shall stop work. If there are any defects in the above measures which are not within the control of the Employer, the Employer shall bring them to the attention of the Builder/Constructor/Owner and shall not permit their employees to continue to work until such issue is remedied. If the issue cannot be resolved onsite, then all workers shall be sent home.
  - j) The Employer shall report to the Union, the Builder/Main Contractor, the Ministry of Labour and the Provincial Public Health Authority of any positive COVID-19 case.
2. The Employer shall require that each day prior to the commencement of work, they shall have a tool-box talk or safety meeting or meetings in an out-door space with employees having proper social distancing, in which employees shall be orally asked to answer yes or no to the following questions:



- a) I do not have a fever, persistent cough, shortness of breath, or believe that I have any symptoms of COVID-19;
- b) I understand and agree that if I am sick, for whatever reason, I should stay at home and not to come to work;
- c) I have not been out of the Province in the previous 14 days;
- d) To my knowledge I haven't been in contact with any person in the previous 14 days having COVID-19; and
- e) I understand that the elderly and immunosuppressed are at greater risk for COVID-19, and that if I am elderly or immunosuppressed, or live with someone who is elderly or immunosuppressed then I should seek a medical opinion about whether it is safe to continue to work.

Any employee who does not answer Yes to all of these questions will not be permitted to work until they satisfy the Employer that they do not pose a risk of infection of COVID-19 to their coworkers. Any employee who is not permitted to work shall be provided with transportation home.

- 3. The Employer shall ensure that a copy of this Letter of Understanding (or if applicable the Employer's COVID-19 policy which includes the standards set out in paragraph 1) shall be posted at all jobsites of the employer.
- 4. On a daily basis prior to commencing any work, the Employer shall conduct an inspection of the onsite toilet and handwashing facilities and ensure that they meet the standard set out in the policy. Additionally, the employer shall ensure that there is sufficient PPE, and that the work to be performed that day can be performed in accordance with the policy. If either of these are not met, then the job is not safe, and the Employer shall not start, and shall not permit any employee to start, any work until the issues are resolved.
- 5. It is agreed that so long as this Letter of Understanding remains in place, then should any Employer perform work in violation of paragraphs 1, 2, 3, or 4 then they shall pay to the Union as liquidated damages the amount of \$500 per employee per day worked in violation.
- 6. The Union agrees that 100% of any damages collected pursuant to paragraph 6 shall be donated to charities supporting COVID-19 relief in the Province of Ontario, including but not limited to those supporting hospitals and healthcare workers, food banks, supporting vulnerable communities (including seniors, women, children or the homeless), or through [canadahelps.org](https://canadahelps.org) Covid-19 Community Helps. When practicable the Union will provide MCAT with an accounting of the damages collected and donated pursuant to paragraphs 6 and 7.
- 7. The Union and MCAT agree to continuously review this Letter of Understanding and to modify the terms herein to respond to any ongoing health and safety issues.

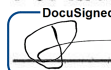
8. This Letter of Understanding shall remain in place until 2 weeks after the State of Emergency in Ontario is ended by the Provincial Government, or such other period as the parties may agree upon in writing.
9. Given social distancing measures the parties agree that this Letter of Understanding may be signed in counterparts and exchanged by fax or email. They further agree that a signature made by a designate on behalf of a signatory shall be sufficient where the designate represents that they have the authority to make such signature.

Dated April 5, 2020

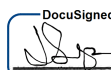
For the Union

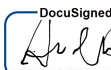
  
Cesar Rodrigues, Sector Coordinator


For MCAT


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Rocco Di Padre


DocuSigned by:  
  
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Nuno Branco


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John Sepe

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