

**BRICKLAYERS
PROVINCIAL COLLECTIVE CONSTRUCTION
AND
MAINTENANCE AGREEMENT**

29 APRIL 2007 TO 30 APRIL 2009

**BETWEEN MASONRY CONTRACTORS
ASSOCIATION OF ALBERTA**

AND

**THE INTERNATIONAL UNION OF
BRICKLAYERS & ALLIED CRAFTWORKERS
LOCAL UNIONS #1 & #2**

BRICKLAYERS PROVINCIAL COLLECTIVE AGREEMENT

This Agreement entered into this 29th day of April 2007

Between:

The Masonry Contractors Association of Alberta as agent for and on behalf of all those member employers and those other employers who are bound by this Agreement under the scope and operation of Registration Certificate No. 21 as issued to the Association by the Labour Relations Board and those employers who may hereafter be included within the scope and operation of the said Registration Certificate, for all work covered by said scope Registration Certificate.

Together with

**Such other employers for whom the above noted Association may subsequently establish the right to bargain collectively in this bargaining unit and any other employer who may execute an acceptance of the terms and provisions of this Agreement: (of which employers are hereinafter referred to as the employers)
Party of the First part**

-And-

**Local Union 1, Edmonton and its Members,
Local Union 2, Calgary and its members all of the International Union of Bricklayers and Allied Craftworkers (Which Local Unions are hereafter referred to as "The Union")
Party of the Second part**

WITNESSTH:

The parties hereto, have bargain together collectively, do hereby agree as follows:

BRICKLAYERS PROVINCIAL CONSTRUCTION & MAINTENANCE AGREEMENT

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ARTICLE ONE – OBJECT

- 1.01 The object of this Agreement is to govern wages and working conditions and other benefits of all employees covered by this Agreement, to facilitate the peaceful adjustments of all disputes and grievances, to prevent strikes and lockouts, waste, expense and avoidable and unnecessary delays in construction and repair work, to establish and maintain reasonable standards of workmanship for the protection of the public and the encouragement of Union Construction, Maintenance and Repair.
- 1.02 It is the intention of the Parties hereto to work together to promote the long term best interest of the Union Masonry Construction, Maintenance & Repair and to limit exception to this Agreement during its term to the smallest number possible

ARTICLE TWO – SCOPE & GEOGRAPHICAL JURISDICTION

- 2.01 For each individual Employer with a bargaining relationship with one or both of the signatory Unions, the scope of this Agreement shall apply within the Province of Alberta and the District of the MacKenzie in the Northwest Territories.
- 2.02 The territorial jurisdiction of each Local Union is defined below:
- Local 1 – That part of the Province of Alberta North of the boundary of Township 38; the width of the Province including the District of MacKenzie in the Northwest Territories
- Local 2 – That part of the Province South of the North boundary of Township 38; the width of the Province; to the Canadian/ American border.
- 2.03 On Projects or jobs where the existing Collective Agreement does not adequately cover working conditions, a Pre-Job meeting will be held between the Employer and the Business Manager and/ or Business Representative of the Union prior to the commencement of work. Terms and conditions agreed upon shall be reduced to writing and signed by the representative of the parties to this Agreement. If no Agreement is reached, this Collective Agreement shall apply.
- 2.04 This Agreement shall cover the preparation, cutting and / or installation of all masonry materials whether natural or man-made, the preparation and installation of prefabricated unit masonry panels, the cutting of all joints and the pointing, cleaning and water proofing of masonry work.

ARTICLE THREE – RECOGNITION

- 3.01 The employer recognizes the Union as the sole bargaining agent for all employees employed within the scope of this Agreement.
- 3.02 The Union recognizes the Masonry Contractors Association as the sole bargaining agent for all employers covered by this Agreement.

ARTICLE FOUR – DURATION OF AGREEMENT

- 4.01 **Effective Date**
This Agreement shall be in full force and effect from April 29, 2007 up to and including the 30th day of April 2009 and thereafter it shall be renewed from year to year unless notice for change or termination is given as set forth below.
- 4.02 **Change or Termination**
Either party of this Agreement may, not less than sixty (60) days and not more than one hundred and twenty (120) days immediately preceding the expiry date of this Agreement, require by notice in writing to the other party by registered or certified mail to commence collective bargaining for its revision, renewal or replacement. If notice to terminate has been given by either party, the Agreement shall expire on its expiry date listed in Article 4.01. If no notice to terminate is given, but notice to negotiate the revisions has been given, this Agreement shall remain in full force and effect up to the date that the Union or Employer commences a lawful strike or lockout.
- 4.03 Notwithstanding Article 4.02 above, either party to this Collective Agreement may not less than sixty-five (65) days and not more than one hundred and twenty (120) days immediately preceding the expiry date of this Agreement, serve notice to the other party by registered or certified mail of its intent to terminate this Agreement on the expiry date listed in Article 4.01 above.

ARTICLE FIVE – WAGES

5.01 The minimum wage rate, health and welfare pension and holiday and vacation pay for hours worked by Journeymen covered by this Agreement shall be:

Rates for Journeyman Bricklayer

Date	Hourly net Rate of pay	Holiday & Vacation	Health & Welfare	Pension	Hourly Gross Rate of pay
April 29, 2007	\$ 29.45	\$ 2.94	\$ 1.10	\$ 3.50	\$ 36.99
November 4/07	\$ 30.26	\$ 3.03	\$ 1.10	\$ 3.50	\$ 37.89
May 4, 2008	\$ 31.08	\$ 3.11	\$ 1.10	\$ 3.50	\$ 38.79
November 2/08	\$ 31.90	\$ 3.19	\$ 1.10	\$ 3.50	\$ 39.69

Rate for First year Apprentice

Date	Hourly net Rate of pay	Holiday & Vacation	Health & Welfare	Pension	Hourly Gross Rate of pay
April 29, 2007	\$ 17.67	\$ 1.77	\$ 1.10	\$ 3.50	\$ 24.04
November 4/07	\$ 18.16	\$ 1.82	\$ 1.10	\$ 3.50	\$ 24.58
May 4, 2008	\$ 18.65	\$ 1.87	\$ 1.10	\$ 3.50	\$ 25.12
November 2/08	\$ 19.14	\$ 1.91	\$ 1.10	\$ 3.50	\$ 25.65

Rate for Second Year Apprentice

Date	Hourly net Rate of pay	Holiday & Vacation	Health & Welfare	Pension	Hourly Gross Rate of pay
April 29, 2007	\$ 23.56	\$ 2.36	\$ 1.10	\$ 3.50	\$ 30.52
November 4/07	\$ 24.21	\$ 2.42	\$ 1.10	\$ 3.50	\$ 31.23
May 4/08	\$ 24.86	\$ 2.49	\$ 1.10	\$ 3.50	\$ 31.95
November 2/08	\$ 25.52	\$ 2.55	\$ 1.10	\$ 3.50	\$ 32.67

Rate for Third Year Apprentice

Date	Hourly net Rate of Rate	Holiday & Vacation	Health & Welfare	Pension	Hourly Gross Rate of pay
April 29, 2007	\$ 26.51	\$ 2.65	\$ 1.10	\$ 3.50	\$ 33.76
November 4/07	\$ 27.23	\$ 2.72	\$ 1.10	\$ 3.50	\$ 34.55
May 4, 2008	\$ 27.97	\$ 2.80	\$ 1.10	\$ 3.50	\$ 35.37
November 2/08	\$ 28.71	\$ 2.87	\$ 1.10	\$ 3.50	\$ 36.18

- 5.02 The minimum wage rate for probationary apprentices shall be sixty percent (60%) of the minimum journeyman rate of pay.

A probationary apprentice is an employee with less than 120 days trade experience. The employer shall notify the Union upon commencement of employment of probationary apprentices.

- 5.03 The minimum wage rate for registered apprentices shall be as follows:

(i) during first period (minimum 1600 hours) not less than sixty percent (60%) of the minimum journeyman rate of pay;

(ii) during second period (minimum 1600 hours) not less than eighty percent (80%) of the minimum journeyman rate of pay;

(iii) during third period * (minimum 1600 hours) not less than ninety percent (90%) of the minimum journeyman rate of pay.

*And until issued with a Journeyman Certificate by the Apprenticeship Board

- 5.04 When a working Foreman is appointed, he or she shall be a journeyman and a member or applicant in good standing with the Union.
- 5.05 The wages of a working Foreman shall not be less than two dollars and fifty cents (\$2.50) per hour, above the regular journeyman's rate.
- 5.06 On Industrial sites where the Building Trades Council has secured agreements, an industrial rate of two dollars and fifty cents (\$2.50) per hour over the rate of pay will be paid.

ARTICLE SIX – PAYMENT OF WAGES

- 6.01 Wages shall be paid no more infrequently than every second week by cheque delivered to the job or by deposit into a central banking account with transfer to the employee's account of choice at no cost to the employee. Not more than five (5) days shall be held back. New employees may request an advance in pay on the second (2nd) Friday of employment for hours worked during the first week of employment. This advance will be deducted from their first regular pay cheque.
- 6.02 When an employee is terminated, he or she shall be paid all the monies due to him or her by mail or by the normal payment method utilized by that employer on the working day following the day employment is terminated.
- 6.03 The Apprentice Book, EI separation slip, and / or any other papers in the Employer's possession shall be mailed to the member on the working day following termination.

- 6.04 If the employee prefers he or she may notify the employer and pick up his or her pay and papers at the office of the employer on the afternoon of the working day following termination of employment.
- 6.05 When an employee is laid off or voluntarily terminates, one (1) hours notice shall be given or one (1) hours pay provided or forfeited in lieu of notice. No notice is required when an employee is terminated for cause.

ARTICLE SEVEN – HOURS OF WORK, SHIFTS AND OVERTIME

- 7.01 Nothing herein shall be construed as establishing a guarantee of hours per day or per week.
- 7.02 Except as otherwise herein set forth, the regular hours of work shall be eight (8) hours per day, Monday to Friday inclusive.
- 7.03 The regular work week shall be forty (40) hours per week, except as elsewhere herein set forth
- 7.04 Hours of work
Except as otherwise herein set forth, the regular shift shall be worked between the hours of 8:00 AM and 4:30 PM. Monday to Friday inclusive. However, where site conditions dictate, the regular starting time may be deviated from up two hours in either direction, when employees are notified by the preceding day.
- 7.05 Non-Standard Shifts
Where required or dictated by the special project and to provide more employment and reduce scheduled overtime, non-standard shifts may be scheduled and shall be worked at regular straight time rates provided that the Union is informed of the non-standard shifts. These non-standard shifts are subject to 7.02, 7.03, 7.07 and 7.08 of this Article.
- 7.06 Maintenance, Alterations and Renovations
Where the conditions of the job are such that maintenance, alterations or renovations work must be carried out on occupied premises, then the work may be done at regular straight time rates during any hours which may be necessary for the completion of the job provided that the Union is informed of the shifts in question. This clause is subject to 7.03, 7.07 and 7.08 of this Article.
- 7.07 Lunch Period
(a) Normally a non-paid lunch break of either one half (1/2) hour or one (1) hour duration will be taken halfway through each shift. However, if job conditions require, the lunch break may be moved up to one (1) hour in either direction.

- (b) Two (2) mid-shift breaks of ten (10) minutes will be allowed in each regular shift. The first break shall be between the starting time and the scheduled lunch break. Breaks will be taken at mid-shift.

7.08 Overtime Rates

- (a) All overtime worked Monday to Friday inclusive shall be paid at one and one-half times (1½x) the employee's regular straight-time rate of pay plus holiday pay
- (b) All overtime worked on Saturday, Sunday or legal and recognized holidays, shall be paid two times (2x) the employee net rate of pay plus holiday pay.

7.09 Where it is intended that at least one (1) hour of overtime will be worked, or in all cases scheduled overtime, a ten (10) minute break will be allowed following the end of the regular shift.

7.10 Make-up time on Out of town Jobs

On work where the provision of Article 12 "Transportation and Board & Room" apply, if time is lost during the week Monday to Friday inclusive, the employee may elect with consent of the employer to make up the time lost on Saturday and / or Friday at straight time rates up to a maximum of forty (40) hours a week. No employee shall be discriminated against for not working the make up time.

ARTICLE EIGHT – HOLIDAYS AND VACATIONS

8.01 The Eleven (11) Legal and recognized holidays shall be:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
First Monday of August	Boxing Day
Family Day	

Should an additional general holiday be proclaimed by the Federal or Provincial Government, it shall be deemed to be a recognized holiday for purposes of this Agreement.

When one of the above holidays falls on a Saturday or Sunday the next working day or days will be observed.

8.02 Vacation pay and pay for a recognized holiday shall be credited to the employee at the percentage of the basic pay as set forth below. Basic pay shall be defined as the total dollar sum of all hours earned, multiplied by the applicable net straight-time hourly rate (ie. Exclusive of the employee benefit and other fund

contributions) (except the pension shall be as calculated in Article 10.02) the applicable percentage shall be:

(a) vacation pay at six percent (6%) basic pay;

(b) recognized holiday pay at four percent (4%) basic pay

8.03 Vacation and Recognized Holiday Pay shall be paid each pay period with wages that are due.

ARTICLE NINE – LOCAL RESIDENT PREFERENCE

9.01 Local residents who are Union members or who become applicant Union members may have a preference for employment.

9.02 A Local Resident is defined as any person who has established a place of residence within a fifty (50) kilometer radius of the project involved, except those whose accommodation is provided and / or paid for by the employer under Article 12.

9.03 The employer is entitled to deem that all persons applying for employment at a project located outside the Free Travel Zone and representing themselves as Local Residents are bona fide local residents, after verification by the local Union.

9.04 Local residents, shall not be entitled to transportation, travel allowance, board and room or camp accommodation unless inclement weather prevails, which prevents the employee from traveling back to his or her place of residence. If this condition prevails, the employee will be entitled to room and board as per Article 12.06.

ARTICLE TEN – HEALTH AND WELFARE & PENSION

10.01 Health & Welfare

The employer shall contribute the amount of Health and Welfare contributions specified in Article 5.01 for each hour worked by all employees (whether Union or non Union) in any job classification under this Agreement, to the trustees of the “Bricklayers and Allied Craftworkers Insurance Benefit Trust Fund of Alberta and Saskatchewan”. These monies will be paid in accordance with the following stipulations:

(1) Monies payable in any given month will be remitted to the Trustees of the Insurance Benefit Fund by the Fifteenth (15) day of the next month.

- (2) The Employer agrees to complete forms approved by the trustees which document the hours worked by each member, and upon request by the Trustees, records pertaining to this shall be made available for inspection.
- (3) For those employees working under the scope of this Collective Agreement who are not members of Local 1 (Edmonton) or Local 2 (Calgary) and are working in Alberta under travel cards from another Canadian jurisdiction (“travel card employees”), the contributions made on behalf of those travel card employees to the Health & Welfare Fund by the employer will be reciprocated by the Health & Welfare Fund to the Trustees of the health & welfare fund which operates in the jurisdiction of the home local of the travel card employees. If there is no reciprocal agreement in effect, then such contributions will remain with the Health & Welfare Fund.

10.02 Pension Plan

The employer shall contribute the amount of Pension contributions specified in Article 5.01 for each hour earned by each Employee covered by this Agreement and shall remit such contributions to the Bricklayers and Allied Craftworkers Pension Fund of Alberta and Saskatchewan, 9th Floor, 9707 – 110 Street, Edmonton, Alberta, T5K 3T4 together with an Employer report form provided for this purpose. Contributions made on all overtime hours shall be calculated at the applicable overtime rate (ie: 1 ½ or 2).

For members of Local 2 (Calgary) and for those employees working under the scope of this Collective Agreement who are members of the Saskatchewan Local of the Union working in Alberta on travel cards, the full pension contributions will be paid to the Alberta and Saskatchewan plan. For members from Local 1 working outside their jurisdiction in Alberta, monies will be paid as per Local 1 contributions.

For those employees working under the scope of this Collective Agreement who are not members of Local 1 (Edmonton) or Local 2 (Calgary) and are working in Alberta under travel cards from another Canadian jurisdiction (“travel card employees”), the contributions made on behalf of those travel card employees to the Alberta and Saskatchewan Plan by the employer will be reciprocated by the Alberta and Saskatchewan Plan to the Trustees of the pension fund which operates in the jurisdiction of the home local of the travel card employees. If there is no reciprocal agreement in effect, then such contributions will remain with the Alberta and Saskatchewan Plan.

The parties agree that the trust agreement between the Alberta Signatory Locals and the Saskatchewan Signatory Local of the International Union of Bricklayers and Allied Craftworkers, the Masonry Contractors Association of Alberta and Construction Labour Relations Association of Alberta dated April 1, 1977, which constitutes the Alberta and Saskatchewan plan referred to in this Article together with any and all amendments and future amendments of the said trust agreement

is hereby incorporated by references into and becomes part of this Collective Agreement and is binding upon each Employer bound by this Agreement as though such Employer had executed the trust agreement and any and all amendments hereto.

10.03 Liability of Employer

The liability of the employer with regard to the above noted Health and Welfare Fund and the Alberta and Saskatchewan Pension plan is strictly limited to the remittance of the contributions noted above.

10.04 Funds Reports

Without compromise to the confidentiality of information regarding employees and / or employers, the following information shall be made available to the legal parties to this Agreement.

- (1) The annual summary of the pension portfolio;
- (2) The annual Cost Certificate;
- (3) All audited Financial statements;
- (4) The annual Administrator's reports.
- (5) If, under the Trust Agreement for the Health and Welfare Fund or the Alberta and Saskatchewan Pension plan, the Board of Trustees are entitled to carry out a review or audit of the payroll records of an employer, the employer shall make available to the Trustees, or the person who is conducting the review of the payroll records on behalf of the Trustees, sufficient information regarding each Employee covered by this Agreement which will allow the payroll review or audit to be carried out by or on behalf of the Trustees upon Trustees consultation with Joint Labour Management.

10.05 Penalty for Late Remittances

All remittances must be mailed no later than the fifteenth (15) day of the following month. If payments are consistently late, the Trustees may impose an interest charge on late remittances not to exceed 10% per annum.

10.06 Where an employee performs work that would require the Employer to contribute hourly contributions to the Health and Welfare Fund and Alberta and Saskatchewan Pension Plan Trusts, at such an hourly contribution rate as may from time to time be applicable in the Collective Agreement as is referred to herein, then the Employer shall keep such an amount separate and apart from his or her own monies and shall be deemed to hold the sum so deducted in trust for the Trustees of each Trust Fund. Further in the event of any liquidation, assignment or bankruptcy of such an Employer any amount equal to the amount that is owed to each Trust Fund by an employer on whose behalf Employees have

performed work entitling them to receive contributions to each Trust Fund as is herein provided for, is held in trust for the Trustees of such Trust Fund and such contributions shall be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE ELEVEN – WORKING CONDITIONS

- 11.01 The employer shall attempt to insure that the General Contractor will provide suitable and enclosed sanitary facilities complete with toilet tissue.
- 11.02 Where a lockup room is not provided, a lock-box shall be provided. On jobs of four (4) weeks duration and with more than three (3) bricklayers employed, a heated sanitary area for the purpose of eating lunch shall be provided during winter conditions.
- 11.03 Cool drinking water in approved sanitary containers shall be provided where same is not available from taps.
- 11.04 It is understood that the Employer shall provide the following necessary equipment to his or her employees on the job:
- All scaffolding, special power driven tools, a suitable lock-up box and special tools and equipment other than all of the regular hand tools of the masonry trade, personal clothing, boots, gloves and hard hats.
- 11.05 The employer shall supply safety glasses for all work requiring eye protection and water-proof gloves and apron for all work on wet saws.
- 11.06 Safety Conditions
- (a) Employees shall not be required to work unsafe and unhealthy conditions without adequate safety and health equipment. Refusal to work in these conditions shall not be a breach of this Agreement
 - (b) Any refusal of employees to conform to health and safety regulations, after being duly warned shall be sufficient cause for dismissal.
 - (c) Where a Health & Safety Committee has been established by the employer or client, an employee appointed to such a Committee shall be allowed time without loss of pay to perform his or her duties with the Committee in appointing an employee to participate. The Union Steward shall first be offered the position on the committee.

- (d) All safety equipment and protective clothing required pursuant to any applicable Legislation and or client regulations shall be supplied and maintained by the Employer.

This does not include safety boots which are supplied and maintained by the employee and hard hats except in situations where color coded or specialized hard hats are required by the client's regulations.

- (e) Complaints of non-compliance with the Occupational Health and Safety regulations shall be processed under the provision of the Act and NOT under the Grievance and arbitration procedures of this Agreement
- (f) In order to protect the health and safety of employees against the ill-effects of silicosis and other respiratory diseases, the dry cutting on any masonry materials by means of hand held, gas powered or electrical, portable "chop saws", four (4) inch hand grinders (with dry cut blades) and skill saws, and the dry grinding of masonry materials shall be prohibited on all masonry projects in confined spaces.

11.07 All saws for masonry work shall be supplied by the employer and operated by a journeyman or apprentice. No apprentice shall be kept on the saw for more than one (1) week at a time in any one (1) month period

11.08 When material weighing in excess of forty-five (45) pounds is being set continuously over periods exceeding thirty (30) minutes, such material will require two (2) or more bricklayers.

ARTICLE TWELVE – TRANSPORTATION, BOARD & ROOM AND TRAVEL TIME

12.01 Free Zone

A Thirty (30) kilometer free zone shall be established from the City Limits of each city containing a local hiring hall location where no travel time, transportation or room and board shall be provided.

12.02 Transportation

Beyond the Thirty (30) kilometer Free Zone, the employer shall supply transportation or, at his or her option, pay fifty cents (\$0.50) per kilometer vehicle allowance to each employee using his or her own vehicle beyond the Free Zone. The above shall apply on each road trip the employee makes to the job site and each trip back measured by road mileage from the shortest, reasonable possible route.

12.03 Local Residents

Shall not be eligible for transportation, travel time, board and room, or allowance in lieu therefore, as set forth in this Article, unless conditions prevail as in Article 9.04 of this Agreement

12.04 Travel Time

Travel time at the rate of one (1) hour per ninety (90) kilometers on a pro-rata basis shall be paid from the thirty (30) kilometers from the City limits to the job site and return, and shall be measured by road mileage by the shortest, reasonable possible route.

12.05 In order to qualify for the travel time to the job, an employee must be employed a minimum of Fifteen (15) calendar days on site or until laid off or the completion of the job, whichever occurs first. In order to qualify for travel time from the job, an employee must be employed on site for a minimum of thirty (30) days or until laid off or the completion of the job, whichever occurs first. Consideration will be given to waiving the above stipulation for compassionate reasons.

12.06 Board & Room

(a) On Jobs where the employee does not return home nightly, the employer shall provide, at his or her option.

i) Lodging in a suitable lodging establishment paid for by the employer, OR

ii) An allowance to each employee sufficient to cover the cost of lodging in a suitable lodging establishment,

AND

(b) the employer shall supply each employee with an adequate allowance for daily meals.

(c) With respect to suitable board and room, it is agreed that no more than two people will be required to be lodged in one room.

(d) On jobs lasting longer than thirty (30) calendar days the employee shall receive return transportation and travel time allowances.

(e) No employee will be out of pocket for legitimate room and board costs.

12.07 Where lodging is not within reasonable walking distance to the job site, the employer shall supply transportation or the vehicle allowance referred to in Article 12.02 above.

12.08 On out-of-town jobs if an employee absents themselves from his or her daily work or is continually late when work is available other than for unavoidable causes, he or she shall not be entitled to Board and Room for that day or days, which he or she shall be informed of at the time of the infraction(s).

- 12.09 On out-of-town jobs, an employee may forfeit the right to his or her return expenses if the conditions described in Article 12.08 persist for more than two (2) consecutive regular working days excluding Saturdays and Sundays.
- 12.10 The guiding principle shall be that no employee will suffer financial loss if the allowances stated in Article 12.06 above do not cover his or her legitimate expenses.

ARTICLE THIRTEEN – JURISDICTIONAL DISPUTES

- 13.01 In the event that a Union not signatory to this Agreement claims Jurisdiction over any work obtained by the employer, the employer will assign work to the signatory Union(s) to the extent that they can supply qualified workers.
- 13.02 The Union shall not permit any of its members to engage in any interruption in the progress of the work nor to engage in any work stoppage as a result of a dispute. The Union shall not establish picket lines for the purpose of influencing the settlement of the dispute.
- 13.03 Jurisdictional disputes shall not be settled under Article 15.00 Grievance Procedure.

ARTICLE FOURTEEN – PROHIBITION OF STRIKES OR LOCKOUTS

- 14.01 The employer agrees that there be no lockout or breach of this Agreement during its term.
- 14.02 The Union agrees that there shall be no strike, stoppage of work, slowdown, work to rule or other action that would stop or interfere with the employer's operations during the term of this Agreement.

ARTICLE FIFTEEN – GRIEVANCE PROCEDURE

- 15.01 All grievances between the employer and the Union regarding the interpretation, application, operation or an alleged violation of this Agreement shall be settled without loss of production, stoppage of work, or lockout as hereafter provided.
- 15.02 Either the Union or the Employer may institute a grievance under the terms of this Agreement but must do so within fourteen (14) days (excluding Saturdays, Sundays and Holidays) of the initial occurrence of the incident on which the complaint is based. If they fail to settle same within ten (10) calendar days, or an

extension of time mutually agreed upon either of the parties may proceed under 15.04.

- 15.03 An aggrieved employee shall submit his or her complaint within the time limits noted above to the Steward or representative of the Union who shall endeavor to settle the complaint between the employee and his or her immediate supervisor within a time of five (5) days (excluding Saturdays, Sundays and Holidays).
- 15.04 If the complaint is not settled under Article 15.03 above, it may be referred within five (5) working days to the company management and a representative of the Union who shall attempt a settlement within five (5) days (excluding Saturdays, Sundays, and Holidays).
- 15.05 If the complaint is not settled under Article 15.02 or Article 15.04 above, it may be referred within five (5) working days to the Masonry Contractors Association of Alberta and the Business Manager of the Union and / or Business Representative who shall attempt as settlement within five (5) days (excluding Saturdays, Sundays and Holidays).

Grievance presented in Article 15.05 shall be in writing, signed by the person on whose behalf the grievance is filed, and shall state the details of the complaint, the Articles alleged to be violated and the remedy sought.

- 15.06 If the parties fail to reach an Agreement under the preceding steps, either party may be by written notice to the other party stating the nature of the difference, require the establishment of an Arbitration Board, Such written notice must be served within ten (10) days following the completion of the preceding step.
- 15.07 Each party shall appoint one (1) member as its representative on the Arbitration Board within seven (7) days of such notice. The two (2) members appointed shall endeavor to select an independent Chairman excepting the parties may mutually agree that the arbitration shall be by way of a single arbitrator.
- 15.08 If the two (2) members fail to select a Chairman or single Arbitrator within five (5) days after the day on which the last of the two (2) members is appointed, they shall request the Director of Mediation Services to select a Chairman.
- 15.09 The Arbitration Board shall not change modify or alter any of the terms of this Agreement. All differences submitted shall present an arbitrable issue: under this Agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provision of this Agreement or that involves the determination of a subject matter not covered by or not arising during the term of this Agreement.
- 15.10 The Arbitration Board shall give its decision not later than fourteen (14) days after the appointment of the Chairman except that with the consent of both parties

such limitation of time may be extended. The findings and decisions of the Arbitration Board shall be binding on both parties.

- 15.11 Each party to the difference shall bear the expenses of its respective nominee to the Arbitration Board and the two (2) parties shall bear equally the expenses of the Chairman.
- 15.12 The time limits herein are mandatory unless waived in writing by the Parties hereto. If the party grieved against does not process the grievance within the time allowed, the aggrieved party may proceed to the next stage of the procedure up to and including Arbitration. If the party grieving does not process the grievance within the times allowed, the grievance will be deemed to have been abandoned or settled upon the basis of the last reply given.

ARTICLE SIXTEEN – JOINT LABOUR MANAGEMENT COMMITTEE

- 16.01 A Joint Labour Management Committee shall be established to attend to those matters, which are of mutual interest. To ensure its effectiveness the committee shall be separate and apart from the grievance procedure.
- 16.02 The Joint Labour Management Committee shall consist of equal representative of Labour and Management. The Committee shall select a Chairman and a Secretary from the Committee and such appointments shall be held for the term of this Agreement.
- 16.03 The Joint Labour Management Committee shall meet twice per year. Additional meetings may be called by either party to which other affected individuals may be invited to attend. A preliminary agenda will be sent out with the notice of meetings.
- 16.04 Both the employers and Union will endeavor to appoint persons to the committee who were actively involved in the last negotiations.

ARTICLE SEVENTEEN – UNION RIGHTS

- 17.01 Employees shall not be discriminated against for demanding their rights under this Agreement.
- 17.02 The employer agrees to employ only members in good standing of the Union as long as the Union can supply satisfactory members in sufficient numbers to take care of the employer's needs. If the Local Union cannot supply members within forty-eight (48) hours after the request, exclusive of Saturdays, Sundays and Holidays or days in lieu thereof, the employer may obtain employees elsewhere.

Employees so hired shall obtain a clearance from the applicable Union prior to the start of their employment.

17.03 Hiring

- (a) Regular employees may be transferred from job to job by their employer. A “regular employee” is defined as one who is actually working for that employer or who is on temporary layoff for a period of less than four (4) weeks.
- (b) A minimum of fifty percent (50%) of all other persons hired shall be dispatched to the employer from the appropriate Union’s out of work list except that an employer may refuse to hire any such person for just cause.
- (c) The remaining persons may be name-hired by the employer but must first obtain a clearance from the appropriate Union.
- (d) Should the employer wish to reduce the number of employees on any job, the Foreman shall notify the Job Steward and the employees shall be laid off in the following sequence:
 - i) Travel cards from outside Alberta
 - ii) Travel cards from within Alberta
 - iii) Members of the Local Union

17.04 The Business Agent shall have access to all jobs covered by this Agreement in carrying out his or her regular duties after first obtaining permission from the Superintendent or person in charge and upon the condition that he or she shall not interfere with the performance of the work.

17.05 Job Stewards

- (a) The Union may, for each employer and each shift worked, appoint one Steward on each project or job-site. The members so named will be by mutual Agreement with the employer. Job Stewards shall be recognized on all job sites and shall not be discriminated against. The foreman shall be notified of the appointment of a Steward.
- (b) Stewards shall be allowed reasonable time to attempt to resolve routine job-site problems involving relations between the employees and the employer with no loss of time. It is understood Stewards will not unreasonably absent themselves from their regular duties in order to deal with job-site problems.
- (c) Other than the foreman, a Job Steward shall be among the last employees remaining on the job unless terminated for just cause or transfer by mutual Agreement. The Union shall be notified if a Steward is terminated for cause or transferred.

- 17.06A The employer agrees to deduct from each employee such monies as maybe prescribed in writing by the Local Union. This money shall be forwarded to the Local Union or its agent not later than the fifteenth (15th) day of the following month and shall be accompanied by a completed remittance form showing the amount deducted for each employee and any other required information.
- 17.06B The employees from out of the Province of Alberta shall pay all local assessments which are called for by the Local in whose jurisdiction they are working.
- 17.07 As a condition of continued employment, each employee shall maintain his or her good standing in and with the Union.
- 17.08 The employers and the Union agree that there will be no piecework of any one description.
- 17.09 **Sub-Contracting Restrictions**
Where it is a requirement of the construction purchaser or prime contractor in order to qualify to tender a project or where it is necessary to meet the requirements of the specification or where it is necessary to sub-contract some portion of the work in order to prepare a competitive “own forces” bid on the balance, the employer may sub-contract work covered by this Agreement that has not traditionally and substantially been organized by the Union, as may be so required.

Further, employers signatory to this Agreement shall have the right to sublet, transfer or assign other portions of their work within the work jurisdiction of the Union to any firm or corporation provided that such sub-contract, transfer or assignment is made conditional upon any person, firm or corporation so delegated to comply with the operation terms of this Agreement in force and effect.

Disputes on interpretation of clause 17.09 shall be referred to the Joint Labour Management Committee prior to going to grievance.

ARTICLE EIGHTEEN – DUTIES OF MANAGEMENT

- 18.01 Except as specifically modified by the terms of this Agreement, the employer reserves all of the historic and traditional rights and duties of management. Without limitation by the following, the Union specifically recognizes that it is the exclusive function and right of the employer to:
- (1) Operate and manage its business in all respect;
 - (2) Maintain order, discipline and efficiency;

- (3) Make and alter from time to time rules and regulations to be observed by the employees providing such rules and regulations are not in conflict with this Agreement;
- (4) Direct the working force and assign work;
- (5) Determine job content, create and abolish jobs, determine methods processes and means of production and handling;
- (6) Select and hire, promote, demote, transfer, lay-off because of lack of work, discipline, suspend and discharge any employee for cause.

It is agreed that the foregoing remuneration's shall not be deemed to exclude other management functions and rights and shall not be construed in any manner as limitation of management's Common Law Rights.

- 18.02 Employees party to this Agreement shall work under the conditions herein set out. The employer shall be given preference in supplying of Union Members.
- 18.03 The Partners, Members, Directors and Officers of the employer Firms reserve the right to perform personally any work of the trade for which they have the necessary Certificates where same are required by any Statute or Regulation thereunder, provided that no more than three (3) such persons shall ever employed on any one project.
- 18.04 Employees who are working or are offered by the employer, the number of hours employment provided by this Agreement (Article 7.01 & 7.02), shall not engage in their trade or other work for payment on their projects after working hours.
- 18.05 Except as set forth elsewhere herein, the employer retains exclusive right to schedule the work.
- 18.06 The Union agrees to make every effort to organize those Firms operating as Masonry Contractors who have no bargaining relationship. If the Union believes that is in the best interest of the Unionized Masonry Industry to sign a "non-conforming" Collective Agreement that the matter shall be referred to the Joint Labour Management Committee for approval. If approval is forthcoming, the Union may implement such Agreement without the non-conforming clause therein being subject to Incorporation into this Agreement. If the Joint Labour Management Committee does not agree, or the Union otherwise unilaterally signs a Collective Agreement which contains terms and conditions more favourable to the other employer than the terms of this Agreement, then the Union shall notify the Masonry Contractors Association and the Employers party to this Agreement shall have the right upon written notification to the Union that they desire it, to substitute into this Agreement the more favourable

terms granted to the other employer effective as of the date of the said written notification.

ARTICLE NINETEEN – INDUSTRY ADVANCEMENT FUND

19.01 The Union agrees to let the contractors contribute to the Industry Advancement Fund the sum that will be prescribed by the contractors. The contribution shall be based on each hour worked by each employee and employer working on the tools in this Agreement. The dollar amount to be determined by the Masonry Contractors Association and the Union to be notified of all the contribution rates and changes.

The employers shall pay the contributions in Trust for the Industry Advancement Funds to Funds Administrative Services or the Masonry Contractors Association in the appropriate jurisdiction, as directed by the Joint Labour Management Committee. Remittance shall be made on the form provided, no later than the Fifteenth (15) day of the following month in which the hours were worked.

ARTICLE TWENTY – SPECIAL PROJECTS CLAUSE

20.01 Where the Union and the Employer are party to a special project Agreement with an owner or Prime Contractor on a given project, the terms of the special project Agreement shall take precedence over this Collective Agreement for that project only.

ARTICLE TWENTY-ONE – FILING OF COPIES

21.01 A copy of the Agreement shall be deposited with the Department of Labour of the Province of Alberta and with the Federal Industrial Relations Officer within one (1) month of the date of signing.

ARTICLE TWENTY-TWO – SAVINGS CLAUSE

22.01 It is not the intention of either party hereto to violate any laws or ruling or regulations of any Governmental authority or agency having jurisdiction of the subject matters of this Agreement and the parties hereto agree that, in the event any provisions of this Agreement are held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect and the parties

shall immediately meet to negotiate new provisions to replace those held to be void.

ARTICLE TWENTY-THREE – REMITTANCE SYSTEM

- 23.01 All monies deducted from employees, or contributed on their behalf by the employer for the following purposes:
- (1) Union dues and assessments;
 - (2) Employee Benefit Funds (H & W & Pension); and
 - (3) Industry Advancement Funds shall be under the general supervision of the Joint Labour Management Committee.
- 23.02 Where a problem arises due to frequently late payment of failure to pay wages, fringe benefits (Industry Advancement Funds) or other payments as required under the terms of this Collective Agreement, after due notice has been given to the contractor involved, the Joint Labour Management Committee shall have authority to levy a penalty of two percent (2%) per month on all, outstanding monies with a minimum levy of one hundred and fifty dollars (\$150.00) for each incident for each month these monies remain outstanding. Such monies are to be paid in favor of the Joint Labour Management Committee who shall then pay over such monies to the proper body in accordance with the terms of this Collective Agreement. Such action may be in addition to or replace action under the grievance procedure in this Collective Agreement and would consist of the following action. No member of the Local Union shall be allowed to work for the delinquent contractor until all outstanding payments are made under the recommendation of the Joint Labour Management Committee.
- 23.03 The Joint Labour Management Committee may require contractors who sign or voluntarily recognize this Collective Agreement, to post a wage bond of thirty thousand dollars (\$30,000.00) where the Joint Labour Management Committee feels it is necessary for the protection of all concerned.

ARTICLE TWENTY-FOUR – SUBSTANCE ABUSE TESTING

- 24.01 The Parties agree that it is in the best interest of all concerned to promote a safe working environment. Accordingly, the Union has no objection to pre-employment and post incident substance about testing. The cost of such testing is to be paid for by the employer. Should an individual test positive, such is cause for immediate dismissal. The employer is responsible to notify the Union of an employee testing positive.

ARTICLE TWENTY-FIVE – PULMONARY PROGRAM

25.01 Pulmonary Program

The parties agree that the present Pulmonary Program shall be continued and also include training courses as agreed upon by the Joint Labour Management Committee. The contractors agree to contribute such monies as are necessary to keep the minimum present balance in the Edmonton bank account and the Calgary bank account at a minimum of twenty-five thousand dollars (\$25,000.00) in each account.

The money will be used for pulmonary assessment and WHMIS, First Aid, CSTS and Fall Protection training in accordance with the Occupational Health and Safety Act – Chemical Hazards Regulation of Alberta. Pulmonary assessment testing and safety training will be for Union employees of the contributing masonry companies only.

The pulmonary & safety training program will be jointly trusted by the Joint Labour Management Committee who may, at their discretion, add or delete safety training as deemed necessary.

SIGNED THIS _____ DAY OF _____, 2007

**FOR THE INTERNATIONAL UNION
OF BRICKLAYERS AND ALLIED
CRAFTWORKERS**

**FOR THE MASONRY CONTRACTORS
ASSOCIATION OF ALBERTA**

Alan Ramsay-Bricklayers Union Local 1

Mirko Ambrozic

Peter Homan – Bricklayers Union Local 2

Konrad Hansen

Serena Holbrook

Fred Bailey