

BRICKLAYERS
PROVINCIAL COLLECTIVE CONSTRUCTION
AND
MAINTENANCE AGREEMENT

01 MAY 1999 TO 30 APRIL 2001

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 1st day of May 1999

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 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 may other employer who may execute an acceptance of the terms and provision of this Agreement: (of which employers are hereinafter referred to as the employer)
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

WITNESSETH:

The parties hereto, having 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 Is the intention of the Parties hereto to work together to promote the long term best interest of 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 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 from 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 representatives 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 June 7, 1999 and up to and including the 30th day of April 2001, and there after 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 to 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 4.01. If no notice to terminate is given, but notice to negotiate revisions has been given, this Agreement shall remain in full force and effect up to the date that the Union or Employer, commence a lawful strike or lockout.

4.03 Notwithstanding 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 4.01 above.

ARTICLE FIVE - WAGES

5.01 The minimum wage rate for hours worked in Local #1, Edmonton by Journeymen covered by this Agreement shall be:

	Net Rate Pay	Holiday & Vacation	Health & Welfare	Pension	Gross	
June 7/99	\$22.08	\$2.21	\$1.00	\$1.75	\$27.04	
NOV 1/99	\$22.62	\$2.27	\$1.00	\$1.75	\$27.64	
MAY 1/2000		\$22.86	\$2.29	\$1.24	\$2.00	\$28.39
NOV 1/2000		\$23.41	\$2.34	\$1.24	\$2.00	\$28.99

NOTE: Amendment as per attached Appendix "A"

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

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 rates 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;
- (ii) during second period (minimum 1600 hours) not less than eighty percent (80%) of the minimum journeyman rate;
- (iii) during third period * (minimum 1600 hours) not less than ninety percent (90%) of the minimum journeyman rate.

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

5.04 When a working Foreman is appointed, he shall be a journeyman and a member or applicant of the Union.

- 5.05 The wages for a working Foreman shall not be less than two dollars (52.00) per hour, above the regular journeyman's wage rate.
- 5.06 On Industrial sites where the Building Trades Council have secured agreements. A Industrial rate of one dollar and fifty cents (\$1.50) per hour over the net rate 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.
- 6.02 When an employee is terminated, he shall be paid all monies due to him 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 may notify the employer and pick up his 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 here set forth, the regular shift shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Monday to Friday inclusive. However, where site conditions dictate, the regular starting time may be deviated from up to two hours in either direction, when

employees are notified by the preceding day.

7.05 Non-Standard Shifts

Where required by dictates of the 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, 7.039 7.079 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 condition 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 a mid-shift.

7.08 Overtime Rates

All overtime worked Monday to Friday inclusive, shall be paid at time and one half (1 1/2X) the employee's regular straight time rate of pay.

All overtime worked on Saturday, Sunday or General Holidays, shall be paid for at two times (2X) the employee's straight time rate of pay.

7.09 Notwithstanding the above, on out-of-town projects from which the employee . does not return home each night and with the prior consent of the majority of the affected employees, up to ten (10) hours may be worked Monday to Friday at straight time rates provided that no employee shall work in excess of forty-four (44) hours in any one week at straight time rates.

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 weeks. 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 Year's 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 fall on a Saturday or Sunday the next working day or days will be observed.

8.02 Vacation pay and pay for recognized holidays shall be credited to the employee at the percentage of his basic pay as set forth below. Based pay shall be defined as the total dollar sum of all hours worked multiplied by the applicable net straight time hourly rate. (i.e. exclusive of employee benefit and other fund contributions)

The applicable percentage shall be:

- (a) Vacation pay @6% of basic pay
- (b) Recognized holiday pay @4% of 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 100 kilometer radius of the project involved except only those whose accommodation is provide and/or paid for by the employer under Article 12.00.

- 9.03 The employer is entitled to deem that all persons applying for employment at a project located outside of 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.

ARTICLE TEN - HEALTH & WELFARE & PENSION

10.01 Health & Welfare

A contribution of one dollar (51.00 or more) for each hour worked by all employees (whether Union or non Union) in any job classification under this Agreement, will be paid by the Employer to the trustees of the "Bricklayers and Allied Craftworkers Insurance Benefit Trust Fund of Alberta". These monies will be paid in accordance with the following stipulations:

- (1) Monies payable in any given month will be remitted to the fund office via the "One Cheque Remittance System" as defined in Article 23, by the Fifteenth (15) day of the next month.
- (2) The Employer agrees to complete forms approved by the trustee which document the hours worked by each member, and upon request by the Trustees, records pertaining to this shall be made available for inspection

10.02 Pension Plan

The employer shall contribute one dollar (\$1.00 or more) for each hour worked by each employee under this Collective Agreement to the Bricklayers and Allied Craftworkers Pension Trust Fund of Alberta and Saskatchewan' under the same terms and conditions as detailed in 10.01 (1) and (2) above.

10.03 Liability of Employer

The liability of the employer with regard to the above noted Health and Welfare and Pension Trusts and Plans 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 report.

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 a late penalty not to exceed ten percent (10%) of the outstanding balance.

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 weeks duration and with more than 5 Bricklayers employed, a heated 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 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 considered 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, and employee appointed to such a committee shall be allowed time without loss of pay to perform his 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.

11.07 All saws for masonry work shall be supplied by the employer and operated journeyman or apprentices. 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 are being set continuously over periods exceeding thirty (30) minutes, such material will require two (2) or more Bricklayers to install.

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 option, pay thirty four cents (\$0.34) per kilometer vehicle allowance to each employee using his 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, reasonably 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.

12.04 Travel Time

Travel Time at the rate of one hour per 100 kilometers on a pro-rata shall be paid from 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 option.

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

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

AND

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

(b) 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.

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

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

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

12.09 On out-of-town jobs, an employee may forfeit the right to his 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 12.06 above do not cover his legitimate expenses.

ARTICLE THIRTEEN - JURISDICTION 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 the 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 complaint within the time limits noted above to the Steward or a representative of the Union who shall endeavor to settle the complaint between the employee and his immediate supervisor within a time of five (5) days (excluding Saturdays, Sundays, and Holidays).
- 15.04 If the complaint is not settled under 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 15.02 or 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 a settlement within five (5) days (excluding Saturdays, Sundays and Holidays).

Grievances presented in 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 all 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 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, 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.

17.04 The Business Agent shall have access to all jobs covered by this Agreement in carrying out his regular duties after First obtaining permission from the Superintendent or person in charge and upon the condition that he 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 relation between the employees and 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 transferred by mutual agreement. The Union shall be notified if a Steward is terminated for cause or transferred.

17.06 The employer agrees to deduct from each employee such monies as may be prescribed in writing by the Local Union. Such monies shall be forwarded to the Local Union or its agent not later than the 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.

17.07 As a condition of continued employment, each employee shall maintain his good standing in and with the Union.

17.08 The employers and the Union agree that there will be no piece work of any I 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 specifications 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 operating terms of the 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 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 respects;
- (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, 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 enumeration's shall not be deemed to exclude other management functions and rights and shall not be construed in any manner as a 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 be 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 (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 it is in the best interest of the Unionized Masonry Industry to sign a "non-conforming" Collective Agreement 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 clauses 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 employer agrees to contribute to the industry Advancement Fund established by the Masonry Contractors Association of Alberta, the sum of twenty-nine cents (.29) per hour for each hour worked by each employee and employer working on the tools in this agreement.

The employer shall pay the contributions in Trust to the designated Central Collection Agent on the forms provided, not later than the Fifteenth (15) day of the month following the 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 matter 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 - ONE CHEQUE REMITTANCE SYSTEM

23.01 A single agent shall be appointed to receive in trust for distribution to the designated recipient, under the general supervision of the Joint Labour Management Committee, 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);
- (3) Industry Advancement Funds;
- (4) All future Training or other funds mandated under this Agreement.

Said funds shall be remitted to Local Union #1 and Local Union #2 respectively as the Collection Agent by the fifteenth (15th) of each month by means of a single cheque covering all amounts due up to the end of the previous month together with a remittance form agreed to by the parties hereto and supplied by the Collection Agent, showing the name and the S.I.N. of each employee and the monthly and hourly deductions and contributions made on his behalf together with the hours upon which said deductions and contributions are payable.

The Collection Agent shall hold such monies in Trust for the Contractors' Associations and the Employee Benefit Trusts involved and shall distribute same to the applicable Employer Association, Employee Benefit Fund or other recipient, as authorized by the Collective Agreement or the applicable Trust Agreement, on or before the time limits mandated by Funds Administrative Services.

The distribution is to be accompanied by a summary of the single cheque reporting forms of all contributing employers and, where required, the names of each employee on whose behalf money is contributed or deducted, the hours upon which contributions are based and the amount of said contributions/deductions.

Distribution will be accomplished as follows;

- (1) Money due to monthly deductions will be computed and remitted;
- (2) Money due to hourly based deductions and contributions will be aggregated and each designated recipient Union, Trust and

Employer Association shall receive the proportion of the money aggregated that the amount of the hourly deduction/contribution that is designated to the aggregate of all recipient Unions, Trusts and Employer Associations.

23.02 The Administrator of the "One Cheque Remittance System" shall have the authority to take action under the Grievance Procedure herein on behalf of the Parties to this Agreement, or to take action under the law, as way be required to collect remittances due. With regard to the collection of said remittances only, the time limits under the grievance procedure for initial filing of grievances are waived.

Paragraph 2 as per previous agreement (May 1, 1997 to April 30, 1999)

23.03 Should a period occur during which no Collective Agreement is in effect, the Administrator of the "One Cheque Remittance System" shall continue to receive voluntary remittances in Trust and shall disburse them to the recipient for whom they are designated on or before the last day of the month in which the funds are received.

23.04A Where a problem arises due to frequent late payment or 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 Administrator of the "One Cheque System" shall have the 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, Such action may be in addition to or replace action under the grievance procedure in this 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.

The Funds Administrative cut off dates are mandatory and the Administrator(s) of the One Cheque System are responsible that these cut off dates are met.

23.04B The Joint Labour Management Committee may require contractors who sign or voluntarily recognize this Collective Agreement, to post a wage bond of \$30,000.00 where the Joint Labour Management Committee feels it is necessary for the protection of all concerned.

23.05 The Administrator shall post a Bond in the amount of not less than one hundred thousand dollars (\$100,000.00) to indemnify the designated recipients against loss of remittances held in Trust.

23.06 Guidelines and procedures for the operation of the 'One Cheque' remittance system shall be established by the Joint Labour Management Committee.

Should the Joint Labour Management Committee fail to establish and enforce these guidelines and procedures, it will be dealt with under Article Fifteen (15) Grievance Procedure.

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 abuse 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

At date of signing the Bricklayers provincial Collective Construction and Maintenance Agreement the employer will contribute ten cents (\$0.10) per hour for a Pulmonary Program. The rate may be adjusted as required by the Pulmonary Program Trustees.

The money will be sent to the One Cheque Remittance trust account by the fifteenth (15) of the following month, then to a trust account for the Pulmonary Program.

The money will be used for Pulmonary assessment in accordance with the Occupational Health and Safety Act - Chemical Hazards Regulation of Alberta. The Pulmonary assessment testing will be for employees of contributing masonry companies only.

The Pulmonary Program will be jointly Trusted by three management Trustees who are either an employee or an owner of a contributing masonry company and two Union Trustees who shall be an employee of the Union. The Pulmonary employee testing Program will commence

May 1, 1999

APPENDIX "A"

Local #2; Calgary breakdown of monies for the 1999-2001 collective agreement

ARTICLE FIVE - wages, - Local #2, Calgary.

5.01 the minimum wage rate for hours worked by journeymen covered by this agreement shall

DATE	NET RATE	Holiday & Vacation	Health & Welfare	Pension	Gross Rate
June 7, 1999	\$22.08	\$2.21	\$1.00	\$1.75	\$27.04
November 1, 1999	\$22.62	\$2.27	\$1.00	\$1.75	\$27.64
May 1, 2000	\$22.99	\$2.30	\$1.10	\$2.00	\$28.39
November 1, 2000	\$23.54	\$2.35	\$1.10	\$2.00	\$28.99

SIGNED THIS 16 DAY OF June 1999

FOR THE INTERNATIONAL UNION OF
BRICKLAYERS AND ALLIED
CRAFTWORKERS

FOR THE MASONRY
CONTRACTORS
ASSOCIATION OF ALBERTA

Thomas J. Rowen, Local #1

Mike Ambrosic

Wally Shaw

Konrad Hansen

Peter Homan, Local #2

Mark LaBas

Walter Meznaric

Emil Pockar

Hans Sorensen