

**PROVINCIAL TILESETTERS CONSTRUCTION AND MAINTENANCE
COLLECTIVE AGREEMENT**

01 May 1997 to 30 April 1999

BETWEEN

**GRANITE, MARBLE TILE AND TERRAZZO
UNION CONTRACTORS' ASSOCIATION OF ALBERTA**

Collective

and it's Unionized members together with such other firms who have a Union Relationship by Voluntary Recognition or Certification; and such other firms who may subsequently execute an acceptance and become signatory to this

Agreement pursuant to Registration Certificate Number 39, dated 14th November, 1994. (Hereinafter Referred to as the "Employer")

AND

WORKERS

THE TILE, TERRAZZO, MARBLE, GRANITE AND MOSAIC

of the International Union of Bricklayers
and
Allied Craft Workers, Local No 4, Alberta,

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ARTICLE ONE - OBJECT

- 1.01 The object of this Agreement is to stabilize the industry, elevate the trade and promote peace and harmony between the employer and the union, to facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes and lockouts, waste, expense and avoidable and unnecessary delays in construction and repair work.
- 1.02 The Scope of this Agreement as it applies to each individual Employer shall be the extent to which the Local Union party hereto has established a Collective bargaining relationship with that Employer whose Employees are engaged within the Trade Jurisdiction set out in the registration certificate # 39 held by the Employer's Organization party hereto.
- 1.03 The Employer recognizes the Local Union as the exclusive bargaining agent of those employees of the Employer of whom the Local Union has established and retained or subsequently establishes and retains the right of collective bargaining, to the extent that the said employees are engaged in the territories and trade jurisdiction to which this agreement applies.
- 1.04 The Local Union party hereto recognizes the Employer's organization party hereto as the exclusive representative in collective bargaining of each of those employers who are or who become affected by registration certificate number 39, to the extent that each of the said employers is or becomes affected by the said registration certificate.
- 1.05 This Collective Agreement shall apply to all work falling within the Trade Jurisdiction set out in Registration Certificate # 39.

ARTICLE TWO - BOUNDARIES OF AGREEMENT:

- 2.01 The terms of this Agreement shall apply to all of the province of Alberta and the Northwest Territories as granted to Union Local # 4 by the International Union of Bricklayers and Allied Craft Workers and confirmed by the Alberta Labour Relations Board.
- 2.02 All work within the corporate limits of the Cities of Alberta shall be classified as "City Work". All other work shall be classified as "Country Work".

ARTICLE THREE - TRADE DEFINITION:

3.01 Tilelayers work: Tile laying shall consist of, but not be limited to, the following work procedures and installation of the following materials: The laying, cutting or setting of all tile work where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces and decorative inserts together with any marble plinths, thresholds or window stools used in connection with any tile work: to prepare and set all concrete, cement brickwork or other foundation or materials that may be required to properly set and complete such work. The setting or bedding of all tiling, stone, marble, composition, glass mosaic or other materials forming the facing, hearths or fireplace of a mantel or the mantel complete together with the setting of all cement, brickwork or other materials required in connection with the above work; the slabbing and fabrication of tile mantels, counters and tile panels of every description and the erection and installation of same. The building, shaping, forming, construction or repairing of all fireplace work whether in connection with a mantel hearth facing or not and the setting and preparing of all material such as cement, plaster, mortar, brickwork, ironwork or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick. Split floor brick 1 and 1/2 inch or less in thickness where floor is floated or screeded or set in mastic and joints grouted is the work of the tilelayer. It shall be understood that the word "Tile" refers to all burned clay products as used in the tile industry either glazed or unglazed and to all composition materials made in single units up to 15" X 20" X 2" except quarry tiles larger than 9" X 9" X 1 1/4" and also to mixtures in tile form of cement, plastics and metals that are made for and intended for use as a finished floor surface whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes; for setting all accessories in connection therewith or for decorative inserts in other materials. Tilelayers work includes the setting of all composition tile or substitutes set in mortar and mastic and such new products as "Fritz" tile when laid in adhesive or floors, etc., simply stated Tilelayers work pertains to the setting, slabbing or installing of ALL CLASSES of tile whether for interior or exterior purposes, in any public or private building anywhere within the territorial jurisdiction of these Local Unions.

3.02 **Marble Masonry and Granite Masonry.** Interior and Exterior Marble and Granite Masonry shall consist of, but not be limited to, the following work procedures and installation of the following materials: Marble and Granite jurisdiction shall consist of the carving, cutting, and setting of all marble, granite, slate (including slate, stone, albereen, carrara, sanlionyx, vitrolite) and similar opaque glass, scagliola, marbeithic and all artificial, imitation or cast of whatever thickness or

dimension. This shall apply to all interior work such as sanitary, decorative and other purposes inside of buildings of every description wherever required including all polish, honed or sand finish as well as store fronts or entrances: the cutting and fitting of above materials after same leave mills or shop as well as all accessories in connection with such work and the laying of all marble tile, granite, slate tile and terrazzo tile: all precast terrazzo units used as steps, landings or any interior work; the cutting out for and complete installation of all anchors to backing for marble and granite; all grouting and final cleaning after setting of marble and granite.

3.03 Marble, Mosaic and Terrazzo work: Marble, Mosaic and Terrazzo work shall consist of, but not be limited to, the following work procedures and installation of the following materials which includes marble; mosaic, Venetian enamel and terrazzo; the cutting and assembling of mosaics, the casting of all terrazzo in shops and on jobs; all rolling of terrazzo work; all bedding above concrete floors or walls; the preparation, cutting, laying or setting of metal, composition or wooden strips and grounds and the laying and cutting of metal strips, lath or other reinforcement where used in mosaic and terrazzo work shall be work of the Mosaic and Terrazzo worker. All cement terrazzo, magnesite terrazzo, Dex-O-TEX terrazzo, rustic or rough washed for interior or exterior of buildings and any other kind of plastic mixtures composed of chips or marble, granite, blue stone, enamel, mother-of-pearl and all other kinds of chips when mixed with cement, rubber, magnesium, chloride or other binding material when used on floors, ceilings, stairs, saddles or any other part of the interior or exterior of buildings and also other work not considered a part of the building such as foundations, swimming pools, etc., and all other substitutes that, when finished, appear to look like mosaic and terrazzo and the material used is applied in a similar manner including all epoxy aggregate work (sand is an aggregate) where chips or stone are applied on walls or floors and any new material which replaces resilient floor material or cement terrazzo floors. Cutting and assembling of art ceramic and glass mosaic comes under the jurisdiction of the Mosaic worker and the setting of same shall be done by the Tilelayer. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base and troweled or rolled into the finish and then the surface ground by grinding machines shall come under the jurisdiction of the Terrazzo worker. When terrazzo helpers are not available, all grinding of terrazzo shall be the work of the Terrazzo worker.

3.04 Tilelayer's Sub Journeyman Improver/Helpers - shall do all cleaning of tile set by the Tilelayers; handle all sand, cement, lime, tile and all other materials that may be used by the Tilelayer and such other work as is required in helping the Tilelayer.

3.05 **Terrazzo Sub Journeyman Improver/Helpers** - shall do all handling of sand, cement, lime, terrazzo and all other materials that may be used by the Marble, Mosaic or Terrazzo Workers after being delivered at the building or at the shop; rubbing and cleaning of all marble, mosaic and terrazzo floors, bare wainscoting when run on the building by hand or machine and such other work as is required in helping a Terrazzo Mechanic.

3.06 **Marble Sub Journeyman Improver/Helpers** - shall do all the utility work such as loading and unloading trucks, operating of cranes and derricks, rigging for heavy work and such other work as is required in helping a Marble Mason; the handling of all materials.

3.07 **General Definitions** - notwithstanding the above, it is agreed that all work involving masonry material of two inches (53 mm) or less shall be covered by this Agreement and that all cutting, installation, preparation, washing down, water-proofing and setting of these materials shall be done by members of the Union.

ARTICLE FOUR - TERMINATION OF AGREEMENT

4.01 This Agreement shall be in full force and effect as of Date of Signing 1997 and remain in effect until April 30th, 1999 and from year to year thereafter except as hereinafter provided.

4.02 Either party desiring to amend this Agreement or to commence collective bargaining may do so in writing to the other party not less than sixty (60) days or not more than one hundred and twenty (120) days prior to the expiry date of this agreement.

4.03 If notice to negotiate has been given by either party, this Agreement shall remain in full force and effect up to the date that a new Agreement is reached or until the commencement of a lawful strike or lock-out, whichever is first.

ARTICLE FIVE - WAGES

5.01 Wages

JOURNEYMAN

| | Net | 10% | H&W | PEN | GROSS | IAF |
|----------|---------|--------|------|--------|---------|-------|
| DOS 1997 | \$20.25 | \$2.03 | 0.90 | \$1.35 | \$24.53 | 0.10¢ |
| Nov 1/97 | \$20.50 | \$2.05 | 0.90 | \$1.35 | \$24.80 | 0.10¢ |
| May 1/98 | \$20.75 | \$2.08 | 0.90 | \$1.35 | \$25.08 | 0.10¢ |
| Nov 1/98 | \$21.00 | \$2.10 | 0.90 | \$1.35 | \$25.35 | 0.10¢ |

APPRENTICES

First 2100 hrs. (60 % of Journeyman wage)

| | Net | 10% | H&W | PEN | GROSS | IAF |
|----------|---------|--------|------|--------|---------|-------|
| DOS 97 | \$13.00 | \$1.30 | 0.90 | \$1.35 | \$16.55 | 0.10¢ |
| Nov 1/97 | \$13.00 | \$1.30 | 0.90 | \$1.35 | \$16.55 | 0.10¢ |
| May 1/98 | \$13.00 | \$1.30 | 0.90 | \$1.35 | \$16.55 | 0.10¢ |
| Nov 1/98 | \$13.00 | \$1.30 | 0.90 | \$1.35 | \$16.55 | 0.10¢ |

Second 2100 hrs (70% of Journeyman wage)

| | Net | 10% | H&W | PEN | GROSS | IAF |
|----------|---------|--------|------|--------|---------|-------|
| DOS /97 | \$15.00 | \$1.50 | 0.90 | \$1.35 | \$18.75 | 0.10¢ |
| Nov 1/97 | \$15.00 | \$1.50 | 0.90 | \$1.35 | \$18.75 | 0.10¢ |
| May 1/98 | \$15.00 | \$1.50 | 0.90 | \$1.35 | \$18.75 | 0.10¢ |
| Nov 1/98 | \$15.00 | \$1.50 | 0.90 | \$1.35 | \$18.75 | 0.10¢ |

Third 2100 hrs (80% of Journeyman wage)

| | Net | 10% | H&W | PEN | GROSS | IAF |
|----------|---------|--------|------|--------|---------|-------|
| DOS /97 | \$17.00 | \$1.70 | 0.90 | \$1.35 | \$20.95 | 0.10¢ |
| Nov 1/97 | \$17.00 | \$1.70 | 0.90 | \$1.35 | \$20.95 | 0.10¢ |
| May 1/97 | \$17.00 | \$1.70 | 0.90 | \$1.35 | \$20.95 | 0.10¢ |
| Nov 1/97 | \$17.00 | \$1.70 | 0.90 | \$1.35 | \$20.95 | 0.10¢ |

Sub Journeyman/Improver Helpers.

DOS 97

| | | | | | | |
|---------------|---------|--------|------|--------|---------|-------|
| 1st - 800 Hrs | \$10.00 | \$1.00 | 0.90 | \$1.35 | \$13.25 | 0.10¢ |
| 2nd - 800 Hrs | \$12.00 | \$1.20 | 0.90 | \$1.35 | \$15.45 | 0.10¢ |
| 3rd - 800 Hrs | \$14.00 | \$1.40 | 0.90 | \$1.35 | \$17.65 | 0.10¢ |

| | Net | 10% | H&W | PEN | GROSS | IAF |
|--------------------------|---------|--------|------|--------|---------|-------|
| <u>Thereafter</u> | | | | | | |
| DOS /97 | \$16.00 | \$1.60 | 0.90 | \$1.35 | \$19.85 | 0.10¢ |

5.02 Each employee employed as an Apprentice must be registered with the Alberta Apprenticeship Board and allowed the time to attend the Apprenticeship School when their applicable class is in session.

5.03 Height Pay - employees shall be paid fifty (50) cents per hour above the basic wage rate for working on a tubular scaffold where such work is in excess of fifty (50) feet above the ground or solid existing structure (defined as any surface projecting a minimum of fifteen (15) feet from the vertical wall under construction). Employees shall be paid fifty (50) cents per hour above the regular wage rate for working on swing stages of any length. This amount to be paid from the first lift.

5.04 Foremen - when three or more Journeymen or Apprentices are employed, one shall be appointed by the employer to act as Foreman. This Foreman shall receive two (\$2.00) dollars per hour over the Journeyman's rate. He must be a member of the Union and competent at the trade required by the work. He shall be the only representative of the employer to issue instructions to Journeymen, Helpers or Apprentices.

ARTICLE SIX - PAYMENT CONDITIONS AND TERMINATION OF EMPLOYMENT

6.01 Wages shall be paid weekly or every second week by cash or cheque on Friday before quitting time and not more than three days pay shall be held back.

6.02 Termination - Upon termination, the employee shall be paid all monies due at the time of termination unless the employee is terminated for just cause in which case the pay shall be ready the next day.

6.03 Quitting - Upon quitting, the employee shall be paid all monies due within two days of their quitting.

- 6.04 The Apprenticeship Book, Record of Employment and/or other papers in the employer's possession shall be given to the employee at the time of his final pay.
- 6.05 If employees are kept waiting beyond the time limits stated in this Article Six, they shall be entitled to waiting time up to a maximum of four hours at the regular rate.
- 6.06 Notice - when an employee is laid off or quits work, one hour's notice shall be given by the Foreman or Superintendent or the employer as the case may be. In the absence of such notice by either party, one hour's pay shall be paid or forfeited as the case may be.

ARTICLE SEVEN - HEALTH & WELFARE & PENSION

- 7.01 **HEALTH & WELFARE**, effective Date of Signing 1997, a contribution of ninety (.90¢) cents per hour for each hour of employment performed by employees (whether Union or Non-Union) covered by this Agreement shall be paid by the Employer to any benefit fund as may from time to time be specified by the Union in writing. These monies shall be paid in accordance with the following stipulations:
- (a) Monies payable in any given month shall be remitted to the fund office before the fifteenth (15th) day of the next month.
 - (b) The employer agrees to complete forms provided 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.
- 7.02 **PENSION**, effective D.O.S. 1997 a contribution, of One Dollar and Thirty Five Cents (\$1.35) for each hour of employment by employees (whether Union or Non-Union) covered by this agreement shall be paid by the employer to any benefit fund as may from time to time be specified by the Union in writing under the same terms and conditions as applied to the Health and Welfare Plan as indicated in 7.01.
- 7.03 The employer, by the execution of this Collective Agreement, is bound to any Trust Agreement covering the above mentioned Funds.
- 7.04 It shall not be deemed a breach of this Agreement for the Union to withdraw its members from any job or jobs when the Employer has not made proper payments to the Funds in accordance with this Agreement or is in default sixty (60) days or more.

ARTICLE EIGHT - HOURS OF WORK, OVERTIME, NIGHT SHIFT

8.01 The regular hours of work shall be eight hours per day, Monday to Friday inclusive.

8.02 The regular work week shall be forty hours per week.

8.03 Regular shifts - a regular shift shall be any eight consecutive hours

commencing between the hours of 6.00 a.m. and 10.00 a.m., Monday to Friday.

- 8.04 Night shifts - night shift shall be any eight hours scheduled to commence outside the regular shift in 8.03. The rate for night shift shall be the regular rate for each hour worked up to eight hours.
- 8.05 Maintenance, Alterations and Renovations - where the conditions of the job are such that maintenance, alterations or renovation work must be carried out on occupied premises, then the work may be done at straight time rates during any hours which may be necessary for the completion of the job. All hours worked in excess of eight hours per day or forty hours per week on jobs covered by this clause shall be paid at one and one-half (1 1/2) times the regular rate of pay.
- 8.06 Overtime rates - subject to 8.07 below, all hours worked in excess of eight hours per day and forty hours per week shall be paid at one and one-half (1 1/2) times the regular rate of pay EXCEPT Sundays and holidays which shall be paid at two (2) times the regular rate of pay.
- 8.07 Out of town - 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 per day and forty-four (44) hours per week, Monday to Friday inclusive may be worked at straight time rates.
- 8.08 Lunch and rest breaks - on any shift worked, an unpaid lunch period of thirty minutes shall be allowed midway through the shift. Apart from the unpaid lunch break, a rest period of ten minutes shall be allowed after every two hours of work at the employees immediate work area.

ARTICLE NINE - ANNUAL & STATUTORY HOLIDAYS

9.01 The Eleven legal and recognized holidays shall be as follows:

- | | |
|----------------|------------------|
| New Year's day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Empire Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Day | |

No work shall be performed on any of the above named holidays. Where

one of the above holidays falls on a Saturday or Sunday, the following Monday shall be observed. In the event of two consecutive holidays falling on Saturday and Sunday, the following Monday and Tuesday shall be observed.

- 9.02 The voting laws governing Civic, Provincial and Federal elections shall be observed with respect to time off for voting and payment thereof.
- 9.03 Payment for annual holidays shall be calculated at the rate of six (6%) percent of total hours worked including overtime hours at straight time rates.
- 9.04 Payment for Statutory holidays shall be calculated at the rate of four (4%) percent of total hours worked including overtime hours at straight time rates.
- 9.05 Annual and Statutory holiday pay shall be paid each pay period with wages that are due except that the employee may request the employer to hold these funds in trust to be paid out upon request of the employee. Funds held in trust in this manner shall have all statutory deductions made each pay period.

ARTICLE TEN - REPORTING TIME

- 10.01 When a worker is requested to report to a job for hiring and is not hired, two (2) hours pay shall be given to the workman by the employer. This payment shall not be made when the weather or site conditions due to weather do not permit work.
- 10.02 Regular employees reporting for work without being notified ahead of time not to report because of bad weather or site conditions due to bad weather, shall be given a minimum of two hours work or paid two hours pay. When employees have actually commenced work and weather or job conditions due to weather necessitates stoppage of work, then the employee shall receive a minimum of two hours pay for the period actually worked provided the period is less than two hours.

ARTICLE ELEVEN - WORKING CONDITIONS

- 11.01 Sanitary facilities - sanitary facilities shall be available on each
- 11.02 Lunch room - a suitable area, heated in cold weather, shall be provided for the purpose of a lunch room. This shall apply when the crew size

exceed three employees and the job duration exceeds two weeks.

- 11.03 Safety - Employees shall not be required to work in unsafe conditions and refusal to work in unsafe conditions shall not be deemed a breach of this Agreement.
- 11.04 Material weighing forty-five (45) pounds or more shall require two members to install.
- 11.05 Clean-up a clean-up period of five minutes shall be allowed prior to quitting time.
- 11.06 Protective clothing - the employer shall supply waterproof gloves and goggles to employees engaged in wet or dry grinding, cutting on a masonry saw or washing down and shall also supply protective clothing, provide cleaners and ensure the job is properly ventilated when EPOXY is being used.
- 11.07 Tool box - a lockable tool box shall be provided for employees tools and clothing.

ARTICLE TWELVE - TRANSPORTATION, ROOM & BOARD AND TRAVEL TIME

- 12.01 Free Zone - a thirty (30) kilometer free zone shall be established from city limits of Calgary and Edmonton where no travel time, transportation or room and board shall be provided.
- 12.02 Transportation - beyond the free zone, the employer shall supply transportation or, at his option, pay twenty nine (.29¢) cents per kilometre vehicle allowance to each employee using his own vehicle beyond the free zone. The above shall apply on each trip the employee makes to the job site and each trip back measured by road kilometres from the shortest, reasonable possible route.
- 12.03 Travel time - travel time at the rate of one minute per kilometer shall be paid from the edge of the free zone to the job site and return and shall be measured by road kilometers by the shortest, reasonably possible route.
- 12.04 **Room and Board**

(a) on jobs where the employee does not return home nightly, the employer shall provide, at his option:

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

- an allowance to each employee sufficient to cover the cost of lodging in a suitable, licensed lodging establishment, **AND**

- the employer shall supply each employee with \$24.00 per day for meals.

(b) with respect to suitable room and board, it is agreed:

- no more than two people will be required to be lodged in one room;

- rooms shall be completely self-contained as to washroom facilities;

- it is the responsibility of the Employer to consult with the Union as to the acceptability of any proposed lodging.

12.05 Turnarounds - notwithstanding the above, the employer shall provide the employee with his return transportation and travel time at least every thirty (30) calendar days or upon compassionate grounds.

12.06 Any allowance due under this Article Twelve shall be paid in full each pay day and shall be paid separate from the regular cheque.

12.07 The guiding principle for employees working on a board and room allowance shall be that no employee will stand any financial loss if the board and room clause as stated above does not cover the legitimate expenses, providing the employee submits receipts to substantiate the additional cost of board and room.

ARTICLE THIRTEEN - JURISDICTIONAL DISPUTES:

13.01 If a jurisdictional dispute should arise between the Union or any other labour organization on any job, the employer shall make an assignment of the disputed work and the Union shall comply with this assignment pending settlement of the dispute among the parties concerned or by the appropriate superior authority.

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 JOINT LABOUR MANAGEMENT COMMITTEE

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 committee.

The Joint labour Management Committee shall consist of equal representatives 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 the Agreement.

The Joint Labour Management Committee shall meet a minimum of two times each year or as often as required. Both the Employers and the Union will endeavour to appoint persons to the Committee who are actively involved in the negotiations.

ARTICLE FOURTEEN - GRIEVANCE PROCEDURE

14.01 All differences between the employer and the Union regarding the interpretation, application, operation or an alleged violation of this Agreement shall be settled, except in the matter of unsafe work sites, without a stoppage of work or lock-out by negotiations as hereafter provided.

14.02 Either the Union or the Employer **MUST institute a grievance within thirty (30) calendar days under the terms of this Agreement.** If they fail to settle same within ten calendar days or an extension of time mutually agreed upon, either of the parties may proceed under 14.06.

14.03 An aggrieved employee shall submit his complaint in writing within seven working days of the alleged grievance to the Job Steward or Business Agent and/or a representative of the employer.

14.04 If the complaint is not settled within five working days, the Union may, by written notice to the other party stating the nature of the difference, require the establishment of a Grievance Board. Such written notice must be served within ten days following the completion of the preceding step.

14.05 Thereafter each party shall appoint one member as its representative on the Grievance Board within seven days of such notice. Should either of the parties fail to appoint a member within the time limits as stated, the other party may request the Minister of Labour to appoint a member to the Grievance Board. The two members so appointed shall endeavour to select an independent Chairman.

14.06 If the two members fail to select a Chairman within five days after the date on which the last of the two members is appointed, they shall request the Minister of Labour to select a Chairman.

14.07 The Grievance Board shall not modify, change 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.

14.08 The Grievance Board shall give its decision not later than fourteen 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 decision of the majority of the members of a Grievance Board on all arbitrable questions shall be binding on all parties.

14.08 "A" The Grievance Board shall not have the authority to make an award to the aggrieved party for more than **four months (120 calendar days)** prior to the date the grievance is filed.

14.09 Each party to the difference shall bear the expense of its respective nominee to the Grievance Board and the two parties shall bear equally the expenses of the Chairman.

ARTICLE FIFTEEN - UNION MEMBERS' RIGHTS & SECURITY

15.01 The employer agrees to employ only qualified Tile, Terrazzo, Marble, Granite and Mosaic members of Local Union No 4 who are in good standing with the Union. If the Union can not supply qualified Tile, Terrazzo, Marble, Granite and Mosaic members within forty-eight (48) hours after the request, exclusive of Saturdays, Sundays and Holidays, **the Employer may obtain qualified Tile, Terrazzo, Marble, Granite and Mosaic employees elsewhere except that these employees shall apply for Union membership or work permit before commencing work. All employees shall remain in good standing with the Union as a condition of employment.**

15.02 As a condition of employment for all employees, the employer shall deduct from the employee's wages, monthly dues and such other monies as are prescribed by their Union. Monthly dues are to be deducted on the first pay period of each month for the current month along with other monies deducted to that date and submitted to the appropriate Union and respective trust funds as per Article 18, by the 15th day of the following month accompanied by a remittance form showing the amounts deducted for each employee. If the employer fails to make the required deductions, the employer shall be liable to the Union for monies required by those deductions. The employer agrees that all employees shall obtain a work clearance slip and sign a Membership Application and Dues deduction authorization slip BEFORE commencing work with the employer.

15.03 **Sub-contractor Clause** - Employers signatory to this Agreement shall have the right to sub-let, transfer or assign their work within the work jurisdiction of the

Union to any person, firm or corporation provided that such sub contract, transfer or assignment is made conditional upon any person, firm or corporation so delegated to be signatory to this Agreement and to comply with the terms of the said signed Agreement.

When sub contracting out Tile, Terrazzo, Marble and Granite work as defined in this Agreement, the Employer shall notify the Local Union within twenty four (24) hours, excluding weekends. Failure to notify the Union constitutes a violation of the collective Agreement and may be subjected to a fine to be determined by the Joint Labour Management committee of not less than \$1,000.00 for the first offense and \$5,000 for each successive offense.

15.04 Laying off or discharging employees covered by this Agreement shall be done through the Foreman.

15.05 The Business Manager or authorized representative of the Union shall be granted access to all jobs within his Union's jurisdiction covered by this Agreement in carrying out his regular duties after notifying the management or authorized representative of his presence on the job.

15.06 It is agreed that the Union has the right to appoint a Job Steward on any job of the employer in which its members are employed and the Union shall notify the Foreman of its appointment on specific job sites. A steward shall NOT be subject to disciplinary action for performance of his Steward's duties.

15.07 The names of all employees covered by this Agreement shall be made available to the respective Job Steward and/or the Union Business Representative.

15.08 It is agreed that Journeymen shall be holders of a Certificate of Qualification (where applicable) or be required to obtain one.

ARTICLE SIXTEEN - MANAGEMENT RIGHTS

16.01 The Union acknowledge that it is the exclusive and right of the employer-subject to the terms of this Agreement to:

(a) Operate and manage its business in all respects and in accordance with its commitments and responsibilities.

(b) Maintain order, discipline and efficiency.

(c) Make and alter, from time to time, rules and

regulations to be observed by the employees.

(d) To direct the working force.

(e) To determine job content, create and abolish jobs

(f) Select, hire, promote, demote, transfer, retire, layoff because of lack of work, recall, discipline, suspend and discharge for just cause any employee provided that, any wrongful discipline, suspension or discharge shall be subject to the grievance procedure provided herein.

(g) Employees who are working or are offered by the employer the number of hours employment provided by this Agreement shall not engage in their trade or other work for payment on other projects after working hours.

(h) It is agreed that the foregoing enumeration shall not be deemed to exclude other management functions and rights and shall not be construed in any manner as a limitation on management's Common Law Rights.

ARTICLE SEVENTEEN - INDUSTRY ADVANCEMENT FUND

17.01 The Employer agrees to contribute to the Industry Advancement Fund as established by the Granite, Marble, Tile & Terrazzo Union Contractors' Association the sum of (0.10 cents) ten cents per hour for each hour worked by each employee and employer working on the tools as covered by this Agreement.

The employers shall remit the contribution to the Granite, Marble Tile & Terrazzo Union Contractors' Association, Suite 210, 3112 - 11th Street N.E. Calgary, AB, T2E 7J1, not later than the fifteenth (15) day of the month following the month in which the hours were worked.

ARTICLE EIGHTEEN - REMITTANCES

18.01 All monies deducted from employees for the following purposes shall be sent to their respective funds:

(i) Union dues, working dues and assessments,

- (ii) **Employee Benefit Funds (H & W and Pension)**
- (iii) **Industry Advancement Funds;**
- (iv) **All future Training or other funds mandated under this agreement**

Said funds shall be remitted to their respective Funds by the Fifteenth (15) of each month by means of a number of cheques 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 agents showing the name and 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.

18.02 The Union 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 may be required to collect remittances due. With regard to collection of said remittances only, the time limits under the grievance procedure for initial filing of grievances are waived.

The costs of the action to collect remittances shall be borne by each recipient of funds in the proportion that each recipient bears to the total distribution.

18.03 Should a period occur during which no collective agreement is in effect, the respective Funds shall continue to receive voluntary remittances in Trust.

18.04 Late Remittances received after the 25th day of the month following the month worked shall result in a two (.02%) percent per month penalty of the full value of the late remittance. These monies shall be paid into the respective funds to whom the monies are due.

NINETEEN - FILING OF COPIES

19.01 A copy of this Agreement shall be deposited with the Department of Labour for the Province of Alberta and with the Federal Industrial Relations Officer within one month of the date of signing.

ARTICLE TWENTY - PRESERVATION OF WORK

20.01 On projects or jobs where the existing Collective Agreement does not adequately cover working conditions, a pre-job meeting shall be held between the employer and the Business Manager 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.
Collective Agreement shall apply.

If no Agreement is reached, this

END

ARTICLE TWENTY-ONE - SIGNATURES

SIGNED THIS _____ DAY OF _____, 1997

Granite, Marble Tile &
Terrazzo Union Contractors'
Association Of Alberta

Local Union # 4 Alberta
I.U.B.A.C.

Wayne Juke, Chairman

Frank Perri Business Manager

Rick Porter

Herb Kind, President Local #4

Elwood Chartrand