

REFRACTORY BRICKLAYERS - MAINTENANCE

COLLECTIVE AGREEMENT

between

**Construction Labour Relations, an Alberta Association
as Agent for and on behalf of:**

**Clayburn Refractories Ltd.
RHI Canada Inc.
Western Refractory Services Ltd.
Canadian Stebbins Engineering & Manufacturing Co. Ltd.
Alliance Refractories Ltd.
Technical Acid Construction (T.A.C.) West Ltd.
Thorpe Canada Corporation
BFI Constructors Ltd.
Jacobs Industrial Services Ltd.
Reftech International Inc.**

and

**Local Union #1 and its Members
of The International Union of Bricklayers and Allied Craftworkers,**

May 1, 2015 to April 30, 2019

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COLLECTIVE AGREEMENT

EFFECTIVE May 1, 2015

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between

**Construction Labour Relations, an Alberta Association
as Agent for and on behalf of:**

**Clayburn Refractories Ltd.
RHI Canada Inc.
Western Refractory Services Ltd.
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Alliance Refractories Ltd.
Technical Acid Construction (T.A.C.) West Ltd.
Thorpe Canada Corporation
BFI Constructors Ltd.
Jacobs Industrial Services Ltd.
Reftech International Inc.**

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;

**(all of which employers are hereinafter referred
to as "the Employer")**

Party of the First Part

and

Local Union #1 and its Members

of The International Union of Bricklayers and Allied Craftworkers,

**(which local unions are hereinafter referred
to as "the Union" or employee)**

Party of the Second Part

WITNESSETH:

The Parties hereto, having bargained together collectively do hereby agree as follows:

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, avoidable waste, expense and unnecessary delays in refractory maintenance work, to establish and maintain reasonable standards of workmanship for the protection of the public and the encouragement of union refractory maintenance work.

ARTICLE TWO - SCOPE & GEOGRAPHICAL JURISDICTION

- 2.01** The scope of this Agreement as it applies to each individual Employer, shall be that established in the voluntary recognition or certification as it applies to each of the Employers within the Province of Alberta and the District of MacKenzie in the Northwest Territories.
- 2.02** 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.
- 2.03** Refractory masonry maintenance work shall consist of the replacement installation of plastic, castables, acid proof materials, ceramic fiber materials, or any refractory materials and the cutting out of old material including the removal of asbestos under the jurisdictional control of the B.A.C (not including a complete tear out which may be worked on between Bricklayers and Apprentices and Mason Tenders).

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 Association as the sole bargaining agent for those employers covered by this Agreement.
- 3.03** The territorial jurisdiction of Local #1 shall be the Province of Alberta and for those Employers who agree to apply the terms of this Agreement in the Northwest Territories, the District of Mackenzie shall also be part of Local #1's territorial jurisdiction: For the purpose of determining hiring hall jurisdiction and pension contributions, Local 1 shall be divided into two areas as follows:
- (a) Northern Membership - That part of the Province of Alberta north of the boundary line of Township 38, the width of the Province. .

- (b) Southern Membership - That part of the Province of Alberta north of the 49th parallel to the north boundary of Township 38, the width of the Province.

ARTICLE FOUR - DURATION OF AGREEMENT

4.01 Effective Date

This Agreement shall be in full force and effect from the 1st day of May, 2015 up to and including the 30th day of April, 2019 and thereafter it shall be renewed from year to year unless notice for change or termination is given as set forth below.

- 4.02** Either party to this Agreement may, not less than sixty (60) days, or not more than one hundred 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 the revision, renewal or replacement of this Collective Agreement. If notice to negotiate has been given this Agreement shall remain in full force and effect until the commencement of a lawful strike or lockout or until the date that a new Collective Agreement comes into effect.

- 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 (a) The minimum wage rate for hours worked within the geographic jurisdiction of the Northern members covered by this Agreement shall be:

CLASSIFICATION/ EFFECTIVE DATE	NET RATE	VAC & HOL PAY	HEALTH & WELFARE	PENSION	GROSS RATE
General Foreman (\$6.00)					
3-May-15	54.01	5.40	1.10	5.00	65.51
1-Nov-15					
1-May-16					
6-Nov-16					
7-May-17					
5-Nov-17					
6-May-18					
4-Nov-18					

CLASSIFICATION/ EFFECTIVE DATE	NET RATE	VAC & HOL PAY	HEALTH & WELFARE	PENSION	GROSS RATE
Foreman (\$4.00)					
3-May-15	52.01	5.20	1.10	5.00	63.31
1-Nov-15					
1-May-16					
6-Nov-16					
7-May-17					
5-Nov-17					
6-May-18					
4-Nov-18					

Journeyman					
3-May-15	48.01	4.80	1.10	5.00	58.91
1-Nov-15					
1-May-16					
6-Nov-16					
7-May-17					
5-Nov-17					
6-May-18					
4-Nov-18					

3rd Year Apprentice (90%)					
3-May-15	43.21	4.32	1.10	4.55	53.18
1-Nov-15					

CLASSIFICATION/ EFFECTIVE DATE	NET RATE	VAC & HOL PAY	HEALTH & WELFARE	PENSION	GROSS RATE
Local Union 1 – Northern members (cont'd)					
3rd Year Apprentice (90%) (cont'd)					
1-May-16					
6-Nov-16					
7-May-17					
5-Nov-17					
6-May-18					
4-Nov-18					
2nd Year Apprentice (80%)					
3-May-15	38.41	3.84	1.10	4.10	47.45
1-Nov-15					
1-May-16					
6-Nov-16					
7-May-17					
5-Nov-17					
6-May-18					
4-Nov-18					
1st Year Apprentice (60%)					
3-May-15	28.81	2.88	1.10	3.20	35.99
1-Nov-15					
1-May-16					
6-Nov-16					
7-May-17					
5-Nov-17					
6-May-18					
4-Nov-18					

Note: For Local 1 – Northern members Pension contributions \$0.50 of the above noted amounts is remitted to the Bricklayers and Trowel Trades International Pension Fund (refer to Article 10.02 for details) For apprentices, pension contributions are prorated based on the Alberta Pension contribution with the International Pension added to the pro-rated amount.

(b) The minimum wage rate for hours worked within the geographic jurisdiction of the Southern members covered by this Agreement shall be:

Local Union 1 – Southern members

CLASSIFICATION/ EFFECTIVE DATE	NET RATE	VAC & HOL PAY	HEALTH & WELFARE	PENSION	GROSS RATE
General Foreman (\$6.00)					
3-May-15	54.46	5.45	1.10	4.50	65.51
1-Nov-15					
1-May-16					
6-Nov-16					
7-May-17					
5-Nov-17					
6-May-18					
4-Nov-18					
Foreman (\$4.00)					
3-May-15	52.46	5.25	1.10	4.50	63.31
1-Nov-15					
1-May-16					
6-Nov-16					
7-May-17					
5-Nov-17					
6-May-18					
4-Nov-18					
Journeyman					
3-May-15	48.46	4.85	1.10	4.50	58.91
1-Nov-15					
1-May-16					
6-Nov-16					
7-May-17					
5-Nov-17					
6-May-18					
4-Nov-18					
3rd Year Apprentice (90%)					
3-May-15	43.61	4.36	1.10	4.05	53.12
1-Nov-15					
1-May-16					
6-Nov-16					

Local Union 1 – Southern members (cont'd)

CLASSIFICATION/ EFFECTIVE DATE	NET RATE	VAC & HOL PAY	HEALTH & WELFARE	PENSION	GROSS RATE
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3rd Year Apprentice (90%) (cont'd)

7-May-17
5-Nov-17
6-May-18
4-Nov-18

2nd Year Apprentice (80%)

3-May-15	38.77	3.88	1.10	3.60	47.35
1-Nov-15					
1-May-16					
6-Nov-16					
7-May-17					
5-Nov-17					
6-May-18					
4-Nov-18					

1st Year Apprentice (60%)

3-May-15	29.08	2.91	1.10	2.70	35.79
1-Nov-15					
1-May-16					
6-Nov-16					
7-May-17					
5-Nov-17					
6-May-18					
4-Nov-18					

- 5.02**
- (a) 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 the commencement of employment of probationary apprentice. Contributions will not be made to the Pension Trust Fund on behalf of Probationary Apprentices who have less than 120 calendar days experience in the refractory industry.
 - (b) Notwithstanding the foregoing, for an apprentice who is in third year as of the effective date of this Collective Agreement, the contributions to the Pension Trust Fund shall be 100% of the Journeyman contribution. The contributions to the Pension Trust Fund for all new third year apprentices

effective the date of this Collective Agreement shall be equal to 90% of the Journeyman contribution.

- 5.03**
- (a) Apprentices shall be dispatched to work with Journeyman Bricklayers on the maximum basis of one apprentice to one journeyman. The Employer and the Union may agree to vary the apprentice to journeyman ratio to meet manpower requirements on a specific job.
 - (b) 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; and
 - (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 Where a General Foreman or a Foreman has been designated by the employer to supervise Bricklayers, that person shall be a Journeyman Member in good standing of the Union. Where General Foreman and Foremen are employed, orders shall be given in the following sequence; General Foreman to Foreman, Foreman to Journeyman. All instructions to Members shall be given by the Bricklayer Foreman.

If a qualified Journeyman Member of the Local Union is not available, then qualified Journeyman Travel Card Members may be appointed as Foremen upon the Local's approval.

5.05 The wages for a Foreman shall not be less than four dollars (\$4.00) per hour, above the regular journeyman's wage rate. The wages for a General Foreman supervising a minimum of two working foremen shall be not less than six dollars (\$6.00) above the regular Journeyman's wage rate.

5.06 Foremen and General Foremen who are Industrial Construction Crew Supervisor (ICCS) designated will be paid an additional premium of one dollar (\$1.00) per hour worked (\$1.50 per hour effective May 1, 2017). This premium will be paid on the basis of hours worked.

5.07 For work in Industrial Stacks, and Bleaching Towers and Associated Holding Tanks, employees shall be paid as follows: over fifty (50) feet above a solid permanent structure one hour per day extra shall be paid and one hour extra for

each additional fifty (50') feet. On new construction projects, height pay will not be applicable on engineered scaffolding which is erected from the base of a vessel or stack.

- 5.08** Any contributions to fringe benefit plans specified in 5.01 above which are discontinued by the Trustees will be added back into the base wage rate in such a way that the overall gross hourly wage rate remains unchanged.

ARTICLE SIX - PAYMENT CONDITIONS

- 6.01** (a) Wages shall be paid once per 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 pay shall be held back. Payment of wages in all instances will be at no cost to the employee except if cheques are sent by "Special Delivery" to a specified address at the employee's request, in which case it would be done at the employee's cost.
- (b) At the discretion of the Employer, electronic pay records and records of employment may be used. Upon request from an employee that does not have the capability to access electronic records, printed pay records shall be issued.
- 6.02** When an employee is terminated and the Employer does not use electronic pay, arrangements will be made to allow him to pick up his pay and papers, including his apprenticeship book at the office of the Employer no later than three (3) working days following termination, or the employee may request that his pay and papers be mailed to him within three working days following termination. Where the Employer uses electronic pay, his final pay will be paid on the next regular pay day. Upon request, a printed record of employment will be issued.
- 6.03** When an employee is laid off or voluntarily terminates, one (1) hour's notice shall be given or (1) one hours pay provided or forfeited in lieu of notice. In both instances the Employee shall have sufficient time to collect their personal tools.
- 6.04** If the pay is not ready within the times specified in Article 6.02 above the employee shall be entitled to four (4) hours pay for each twenty-four hour delay, to a maximum penalty of twelve (12) hours pay. No payment for waiting time shall be applicable if there is an error on the cheque due to a clerical error or a mistake made on timesheets. In cases of pay owing in excess of one days pay employee shall receive the balance owing within 24 hours of the notification of the error or, if mutually agreed upon, the balance owing will be added to the next regular pay cheque.

- 6.05** In the event of a dispute related to the appropriate amount of pay owing to an individual, the amount in dispute may be remitted to The Joint Labour Management Committee where it will be held in trust pending the resolution of the dispute. In such cases the penalties for late payment stipulated in 6.04 will not apply.

ARTICLE SEVEN - HOURS OF WORK, SHIFTS AND OVERTIME

- 7.00** Nothing herein shall be construed as establishing a guarantee of hours of work per day or per week except as specified in Clause 7.07.

- 7.01** Except as otherwise herein set forth, the regular hours of work shall be eight (8) hours per day, Monday to Friday inclusive.

- 7.02** The regular work week shall be forty (40) hours per week.

7.03 **Hours of Work**

Except as otherwise herein 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 the preceding day.

7.04 **Overtime**

The first two (2) hours of overtime per day, Monday to Friday inclusive, shall be paid at one and one-half (1½x) times the applicable rate of pay. All other overtime hours and all hours worked Saturday, Sunday and Statutory Holidays shall be paid at two (2) times the applicable rate of pay.

For the purpose of calculating overtime premiums applicable where shifts are being worked, the regular work week commences at 8:00 a.m., Monday and ends at 8:00 a.m. Saturday. Saturday and Sunday double time premiums will apply from 8:00 a.m. Saturday until 8:00 a.m. Monday with the exception that a Friday night shift which is scheduled to end at 8:00 a.m. Saturday will have the first two hours of overtime payable at one and one half (1½x) times. The 8:00 a.m. times referred to in this clause are subject to the "deviation" referred to in clause 7.03.

7.05 **Lunch and Rest Breaks**

- (a) Normally, a non-paid lunch break of either one half (½) hour or one (1) hours 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. The second break between the scheduled lunch break and quitting time. Breaks will be taken at mid-shift.
- (c) Where it is intended that at least one hour of overtime will be worked, or in all cases of scheduled overtime, a ten (10) minute break will be allowed following the end of the regular shift.

Where it is intended that at least three hours of overtime will be worked a one-half hour paid meal break will be allowed once two hours of overtime have been worked following the end of a regular shift. A hot meal will be provided to employees at this time if possible. If a hot meal is not provided an Employer will pay an employee twenty dollars (\$20.00) in lieu of the meal.

Should overtime continue beyond the above noted breaks, thereafter meal and coffee breaks will alternate every two hours. A hot meal will be provided in subsequent meal breaks by mutual consent between the Employer and the employees working the overtime.

7.06 Shifts

- (a) All hours worked on shifts which begin outside of the limits to which the regular shift can be expanded as set forth in Clause 7.03 shall be paid a premium of three dollars (\$3.00) per hour worked (\$3.50 per hour effective May 1, 2017) (including overtime hours worked) except in the case of emergency one day callouts, which will not start later than 3:00 p.m. without shift premium applying.
- (b) Notwithstanding anything in this Article, a full eight (8) hours shall be allowed between any shift worked by an employee or the shift following such period where eight (8) hours rest is not allowed, shall be paid at double (2X) the regular rate of pay. No travel time shall be included in the eight hours of rest.

7.07 Show-up / Stand-by

- (a) When an employee or prospective employee reports to work at the scheduled starting time and he is prepared to work, he shall be entitled to a minimum of two (2) hours pay at the applicable rate of pay and any travel time and transportation applicable whether he commences work or not. In such event, the employer may require the employee(s) to remain on the site and may also require him to perform any work that may be available. On out of town work, where employees do not commute daily, an employee will be entitled to receive the above noted show up pay unless they are

advised, prior to the completion of their shift, of the cancellation of the next scheduled shift

If an employee is asked to “stand-by” beyond the two hours show-up, the employee will be paid a minimum of four hours pay at the applicable rate of pay. If the employee is asked to “stand-by” in excess of four hours they will be paid the applicable hourly rate for each hour spent standing-by beyond four hours.

- (b) When an employee is working out of town and is not within reasonable traveling distance to return home (150 kms. or more) and more than one scheduled shift has been cancelled on a maintenance project then, for the second cancelled shift a worker will be paid four hours at straight time rates, and will be paid eight hours at straight time rates for any subsequent scheduled shifts missed. Alternatively a worker will be paid travel time (and kilometres if transportation is not provided) for return transportation to the city where they were dispatched. This will not apply where the owner of the project has shut down the entire project and workers from all trades are not working (with the exception of a skeleton crew)

7.08

- (a) The Employer may establish a compressed work week schedule on any project providing the following conditions have been met:
 - (i) such schedule will last a minimum of two consecutive work weeks
 - (ii) the client has established such a schedule as the standard work week for the project
 - (iii) and providing the Business Manager of the appropriate local union has been advised of the need for the schedule prior to the work commencing and the Parties have discussed and approved it. The schedule will be approved if it meets the above conditions.
- (b) A compressed work week schedule will consist of any four (4) consecutive days per week falling between Monday and Friday inclusive. A compressed work week schedule, once established, will remain consistent for the duration of the project. A regular day on a compressed work week schedule will consist of ten (10) hours. Hours worked in excess of ten (10) hours in one (1) day will be paid at the rate of double time (2X). Hours worked on a scheduled compressed work week day off (either Monday or Friday) will be paid at the rate of time and one half (1½X) for the first ten (10) hours and double time (2X) thereafter. Any Holiday that falls on the regular scheduled day off (Monday or Friday) will be observed on the next regular shift worked.

- (c) If hours of work are scheduled outside the compressed work week on a constant basis for more than one week then payment of wages and benefits will be paid as per Article 7.00, 7.01, 7.02, 7.03 and 7.04.
- (d) On a compressed work week where it is intended to work one hour overtime following the end of the shift, a one half hour meal break will be allowed and a hot meal will be provided to employees at this time if practical. If a hot meal is not provided an Employer will pay the employee twenty dollars (\$20.00) in lieu of the meal.
- (e) All meal and coffee breaks will be taken in two (2) hour intervals. The Parties may discuss breaks to deal with special site circumstances.

ARTICLE EIGHT - HOLIDAYS AND VACATIONS

- 8.01** (a) The eleven (11) legal and recognized holidays shall be:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada 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.

- (b) For the purposes of this section, a “regular work day” is a day for which straight time rates would apply and an “overtime day” is a day for which overtime rates would apply to all hours worked.
- (c) Where a General Holiday falls on an overtime day, the General Holiday will be observed on the next regular work day. Under these circumstances, work performed on the day on which the General Holiday falls will be paid at the overtime rates otherwise required by the Collective Agreement, and work performed on the day on which the General Holiday is then observed will be paid at double time.

- 8.02** Vacation Pay and Recognized Holiday Pay shall be credited to the employee at the percentage of his basic pay as set forth below. Basic pay shall be defined as the total dollar sum of all hours worked (including hours credited for overtime premiums) multiplied by the applicable net straight time hourly rate. (i.e. exclusive of employee benefit and other contributions). The applicable percentage shall be:

- a) Vacation pay at six percent (6%) of basic pay
- b) Recognized Holiday Pay at four percent (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 Notwithstanding anything in this Agreement, local residents who are union members shall have preference for employment.

9.02 A local resident is defined as any Union Member who has established, six months prior to the commencement of the project, a bona fide place of residence within a seventy-five (75) kilometer radius of the project involved.

- 9.03**
- (a) Local residents shall not be entitled to transportation, travel time, subsistence or camp accommodation except that they shall be entitled to applicable overtime meals and/or a noon meal where non-local residents are eating their noon meal at the camp kitchen.
 - (b) If a local resident is prevented from traveling home due to concerns over his ability to travel home safely due to extreme weather conditions the worker will be reimbursed for costs for hotel and meals upon production of receipts for expenses incurred

ARTICLE TEN - HEALTH & WELFARE AND PENSION

10.01 Health & Welfare Plan

- (a) The Employer shall contribute the amount of Health and Welfare contributions specified in Article 5.01 for each hour worked by employees under the scope of this Collective Agreement. Such amounts to be paid in trust to the Bricklayers Health and Welfare Plan of Alberta and Saskatchewan care of the Administrator, Funds Administrative Services, by the 15th day of the month following the month in which they were earned. For contributions submitted on behalf of workers who are working in Alberta on travel cards from British Columbia, Saskatchewan, or Manitoba whose contributions will be forwarded to their home local unions. If such amounts are determined by the Board of Trustees of the Fund to be insufficient to meet the fund requirements, they may advise the Joint Labour Management Committee in writing, including all pertinent financial information. Any agreed adjustments to the contribution level will result in an appropriate adjustment to the wage rates such that there will not be any increase in the gross wage rate.

- (b) 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.
- (c) The Parties to this Agreement shall promote the appointment of one of the Employers signatory to this Agreement to the Board of Trustees of the above noted Health and Welfare Plan.

10.02 Pension Plan

The Employer shall contribute the amount of Pension contributions specified in Article 5.01 for each hour earned by employees under the scope of this Collective Agreement. Such amounts to be paid in trust to the Bricklayers and Allied Craftworkers Pension Trust Fund of Alberta and Saskatchewan by the 15th day of the month following the month in which they were earned. Contributions to this Pension fund will be sent to the Administrator of the fund, currently Funds Administrative Services, accompanied by the appropriate remittance forms supplied by the Administrator. In respect to contributions for members of Local 1, Northern members, fifty cents (\$0.50) for each hour earned out of such contributions will be remitted to the Bricklayers and Trowel Trades International Pension Fund Canada. Contributions to the B&TTIPF should be sent in separately accompanied by the appropriate remittance forms supplied by that Pension Fund. For members of Local 1, Southern members, the full pension contribution will be remitted to the Bricklayers and Allied Craftworkers Pension Trust Fund of Alberta and Saskatchewan. Contributions submitted on behalf of workers who are working in Alberta on travel cards from outside of Alberta will be forwarded by the Pension Plan Administrator to their home local unions provided there is a reciprocal agreement in place between Alberta and that local union pension trust fund. Travel Cards must fill out a Reciprocal Agreement form to have contributions sent to their home local Pension Trust.

If such amounts are determined by the Board of Trustees of the Fund to be insufficient to meet the fund requirements, they may advise the Joint Labour Management Committee in writing, including all pertinent financial information. Any agreed adjustments to the contribution level will result in an appropriate adjustment to the wage rates such that there will not be any increase in the gross wage rate.

10.03 Employer's Liability

The Employer's liability to the Pension, Supplementary Pension, and/or Health and Welfare Fund or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner, and at the times set out herein.

10.04 Fund 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:

- (i) the annual summary of the pension portfolio;
- (ii) the annual Cost Certificate;
- (iii) all audited financial statements;
- (iv) the annual Administrator's report.
- (v) correspondence from the Funds Solicitor or Administrator which affects the legal requirements to make contributions to these funds as specified in this Collective Agreement

It is further agreed that the Parties to this Agreement shall promote the appointment of one of the Employers signatory to this Agreement to the Board of Trustees of the above noted pension trust funds.

10.05 Inspections and Audits

If the Employer fails to make any contribution specified in this Article within twenty (20) days after the date required by the Trustees, the Employer shall be liable for all costs for collection of payments due, together with attorney's fees, and such liquidated damages as may be assessed by the Trustees.

10.06 Penalty for Late Remittances

All remittances must be mailed no later than the fifteenth (15th) day of the following month. If a contractor's remittance is late by more than 20 days, more than once in a calendar year, they will pay \$150.00 to cover administration costs for such late payments on each occasion after the first late remittance.

ARTICLE ELEVEN - WORKING CONDITIONS

11.01 Adequate shelter for storage and change of clothing, modern proper flush toilets, urinals and wash basins, are to be provided on all jobs by the Employer, as soon as job conditions permit. At the commencement of the Employer's phase of the project, where job conditions do not permit these sanitary facilities to be established; then other conditions may be agreed upon between the Employer and the Union. These facilities will be appropriately heated. They will be maintained in a clean and sanitary condition, and subject to Union and health department

inspection.

- 11.02** In the event that the above facilities cannot be provided, no employee will be penalized for temporarily leaving the jobsite to gain access to proper facilities.
- 11.03** The Employer agrees to provide adequate protection and storage for all tools, safety equipment or protective clothing issued and to accept responsibility for normal wear and tear on return of broken or worn tools. Tools, safety equipment or protective clothing shall be kept in good condition at all times. Employees willfully misusing or failing to report the loss of tools, safety equipment or protective clothing may be subject to the cost of replacement and/or discipline.
- 11.04** Cool drinking water in approved sanitary containers shall be provided where same is not available from taps.
- 11.05** It is understood that the Employer shall provide to his employees on the job all tools and equipment other than the regular hand tools of the trade.
- 11.06** (a) Employees shall report for work equipped with safety boots and, if applicable, prescription safety glasses, which will meet the following standards:
- (i) Safety boots shall be CSA approved, Grade 1 (green triangle), in good condition, and at least 6 inches high from the sole of the boot.
 - (ii) Prescription safety glasses shall be foam sealed frames compliant with CAN/CSA Z94.3 or ANSI Z87.1 or successor standards.
- Any specific requirements in addition to the above shall be required to be detailed as part of the dispatch request.
- (b) Where the following are required by jobsite conditions the Employer shall supply safety glasses, adequate hearing protection, gloves, rubber boots, waterproof aprons and adequate respiratory protection.
- 11.07** (a) Employees shall not be required to work in conditions that are unsafe or unhealthy as prohibited under the Occupational Health & Safety Regulation. 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, an 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 plant 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 colour coded or specialized fire resistant hard hats are required by the client's regulations.
- (e) Coveralls will be supplied and maintained by the Employer or, where required by the owner/client, Fire Retardant or other types of coveralls will be supplied, while an employee is working in an area where there is a reasonable apprehension of a hazard to an employee's health if coveralls were not worn, and in areas where the work is excessively dirty. If disposable coveralls are supplied because of owner/client requirements, cloth coveralls will also be made available. Coveralls supplied under this clause must be returned to the Employer at the completion of the project or upon termination (whichever is the earlier) or the employee agrees the cost of replacing the coverall may be deducted from his pay.
- (f) When an accident occurs and an employee is admitted to hospital, the Union will be notified of the accident as soon as possible or within 24 hours of the accident.

11.08 All saws used in the performance of masonry or refractory work shall be supplied by the Employer and operated by journeymen 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.

11.09 When individual units of refractory material weighing in excess of twenty-five kilograms (25 kgs) are being continuously installed over periods exceeding thirty (30) Minutes, such material will require two (2) or more Bricklayers to install.

11.10 A five minute pick up period will be allowed where necessary prior to quitting time.

11.11 Upon request from the Union, the Employer shall endeavor to make available for inspection the Material Safety Data Sheets on any products currently being used within the scope of this Agreement to the extent such information is available from the manufacturers and/or suppliers.

11.12 Canadian Model

- (a) **Concurrence**
Except for the matters set out in articles 11.12(b) and 11.12(c) below, the *Canadian Model* dated October 8, 2014, Version 5.0 [the "*Canadian Model*"], will be implemented by agreement under this Collective

Agreement for the purposes set out in section 1.1 of the *Canadian Model*, and the Parties will co-operate with each other in achieving those purposes.

(b) Random Testing

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.6 of the *Canadian Model* will not be applied by agreement. If applied to a worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve the legality of any imposition of random testing in accordance with the Grievance Procedure set out in this Collective Agreement.

(c) Site Access Testing and Dispatch Conditions

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.7 of the *Canadian Model* will not be applied by agreement. If applied to a worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve the legality of any imposition of site access testing in accordance with the Grievance Procedure set out in this Collective Agreement.

If the Employer acting independently or as agent of the owner or if the owner itself imposes site access testing, section 5.5 of the *Canadian Model* will not be applicable to testing pursuant to section 4.7. In addition, neither the Union nor the individual will be under any obligation under the *Canadian Model* with respect to such a positive test.

(d) Test Results

The employer, upon request from an employee or former employee, will provide the confidential written report issued pursuant to 4.9 of the *Canadian Model* in respect to that employee or former employee.

(e) Collection Site Documentation

In the event that an individual's collection is determined to be incomplete or a refusal, with the consent and authorization of the individual, the Union shall, upon request, be promptly provided with the information documented pursuant to sections II (10) and/or III (11) of Appendix A of the *Canadian Model*.

(f) Reasonable Cause and Post Incident Testing

Any drug testing required by the employer pursuant to 4.4, 4.5 or 4.6 of the *Canadian Model* shall be conducted by oral fluid testing in accordance with 4.8.2 of the *Canadian Model*.

(g) Point of Collection Testing (POCT)

If an employer requests a worker to participate in a POCT risk assessment pursuant to 4.8.5 of the *Canadian Model v. 5.0*, and the worker provides the urine sample, and the laboratory drug test result is negative, the worker shall be paid for any time the worker would have otherwise worked while waiting for the laboratory result, except for such discipline that was justified by the worker's conduct in respect to the incident or reasons for the test request. If the worker declines to provide the sample for the POCT risk assessment and the laboratory drug test result is negative, the worker shall not be entitled to any pay for time the worker would have otherwise worked while waiting for the laboratory result.

11.13 When an employee is sent to a work site where an on-site Union charges a monthly work permit, that permit will be paid by the Employer.

11.14 The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers are expected to disclose to the Employer any current safety training certificates that may be required for that job, as identified by the employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective.

ARTICLE TWELVE - JOINT EMPLOYER SAFETY PROGRAM

12.01 The employer shall pay into the Joint Employers' Safety Program such amounts as are from time to time set by the trustees of the Program (twenty-five cents for each hour worked) and shall abide by the rules and procedures of the Program.

Employees who have worked on refractory work in excess of thirty days in the previous twelve month period will be required, in accordance with the Silica Regulations, to take a pulmonary function test, and a chest x-ray. In addition, a hearing test and an evaluation of the employee's ability to wear a respirator will also be required. The cost of such tests will be borne by the J.E.S.P. providing the employee takes the test offered through the Plan and the employee was working for an Employer who is Party to this Collective Agreement. Such tests will be repeated every two years providing the above noted conditions are met.

ARTICLE THIRTEEN - TRANSPORTATION

13.01 (a) It is not a condition of employment that an employee shall own a car nor is an employee required to supply or use his personal vehicle for the purposes of the Employers' business.

- (b) Refusal by an employee to use his personal vehicle on employer business shall not be cause for dismissal or discipline nor shall it be a reason for refusing to hire any employee.

13.02 Distances beyond the free zone referred to in this Article shall be measured by road kilometers along the shortest practical route.

13.03 For the purposes of this Agreement the Free Zone shall be that area within a forty-five (45) kilometer radius from the centre of each city containing a local hiring hall location.

13.04 **Transportation Out-Of-Town**

On jobs located outside the free zone where the employees travel to and from the job site, the employer shall:

- (a) Provide transportation from mutually agreed pick-up points inside the free zone to the job and return, or
- (b) Where the Employer does not provide transportation, employees will receive fifty-two (\$0.52) cents per kilometer traveled to provide their own transportation from the edge of the free zone to the job site and return by the shortest practical route.
- (c) The Coordinating Committee and the Building Trades of Alberta shall examine, during January of each year of the Collective Agreement, the information published by Canada Revenue Agency respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expenses for employers. Such information normally establishes a maximum rate for the first 5,000 km, and a lower rate for additional kilometres. The Coordinating Committee and the Council shall determine a rate that is midway between those two rates. The above vehicle allowance rate shall be adjusted, effective on the first pay period following May 1 of each year, to the rate so determined by the Coordinating Committee and the Council. Updated rates are posted at www.clra.org.

13.05 **Travel Time Out-Of-Town**

On jobs outside the free zone, where employees travel to and from the job site the Employer shall pay one (1) hour travel time at straight time rates for each one hundred (100) kilometers traveled beyond the free zone. Distances less than one hundred (100) kilometers will be paid on a pro-rata basis.

13.06 (a) Where air travel is used a regular economy air fare will be provided and travel time equivalent to scheduled flight time will be paid. Ground

transportation will be provided from the airport to the place of accommodation.

- (b) Notwithstanding **13.06 (a)**, for work on projects in the Fort McMurray area (within a 100 km radius of Fort McMurray), in lieu of air fare, travel time and ground transportation, a flat rate travel allowance of two hundred and twenty-four dollars (\$224.00) each way would be paid. If an employee travels by air to the project the actual cost to the Employer of the air ticket (including applicable G.S.T.) will be paid for that employee. Where an Employer **requires** that an employee use air travel to Fort McMurray they will be reimbursed for the cost of ground transportation from the airport to the site and return (receipts may be required).

13.07

In order to qualify for the travel allowance to the job an employee must be employed a minimum of fifteen calendar days on site or until laid off or the completion of the job whichever occurs first. In order to qualify for travel allowance from the job an employee must be employed on site for a minimum of thirty calendar days or until laid off or the completion of the job whichever occurs first. In order to qualify for mileage and travel time allowances to a project a worker must arrive at the project in possession of all valid safety certificates required in order to gain access to work on that project. If a worker is prevented from working on that project due to his failure to update his safety credentials and has been transported to the job by the Employer he will be provided with return bus fare if appropriate however no other travel compensation will be provided. Consideration will be given to waiving the above stipulations for compassionate reasons.

13.08

Where accommodation is provided, the following shall apply:

- (a) Where transportation is provided by the employer to the job and the place of accommodation is not within reasonable walking distance from the job site, or during cold weather, transportation shall be provided by the employer.
- (b) Employees will not be paid travel time or travel allowance to jobs located within a 33 kilometer radius of the place of accommodation which is closest to the job site, and which has rooms available, unless required by the employer to carry men and/or materials to the site in which case the fifty-two (\$0.52) cents mileage allowance will apply.
- (c) Workers on night shift will be reimbursed for receipted expenses incurred on the last day of work at the end of the week, or the last shift of the job, where they keep their room in order to rest prior to returning home.

13.09 Turnarounds

Where an employee is working beyond daily commuting distance and is required to work for twenty-four (24) consecutive days without a day off the employee will be provided with four days leave and will be paid a transportation allowance of \$174.00. The transportation allowance will only be paid on the condition the employee returns to the jobsite upon the completion of his four days leave and will be paid upon his return to the site.

13.10 Notwithstanding anything in this Agreement, where an employee is requested and agrees to transport an Employer's material and/or equipment, he shall be paid the applicable mileage allowance under Clause **13.04(b)** and any Free Zone shall not apply for the mileage allowance.

ARTICLE FOURTEEN - ROOM & BOARD

14.01 On jobs beyond reasonable daily commuting distance from the cities of Edmonton or Calgary, where camp accommodation is available employees will stay in camp. All camps must meet the specifications as set out in the Building Trades of Alberta and Construction Labour Relations, an Alberta Association 2010 - 2018 Camp Rules and Regulations, or any successor thereto.

All grievances concerning a camp will be resolved through the grievance procedure provided in the B.T.A. / C.L.R.A. Camp Rules and Regulations.

Where camp accommodation is not available the Employer will pay a minimum per diem subsistence of \$110 per day, except for subsistence rates established for specific communities and regions as posted at www.clra.org and <http://www.bacedmonton.ca>.

- (b) (i) Where the subsistence is insufficient to provide for reasonable room and board the Employer will provide room and board at no cost to the Employee. In such cases the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:
- (ii) Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the Business Manager of the Union may request that the Executive Director of the Building Trades of Alberta issue a formal written request to the Coordinating Committee of Registered Employers' Organization that a Subsistence Review Committee be established. Alternatively, an Employer may request that the Coordinating Committee of Registered Employers' Organizations issue a formal written request to the Executive Director of the Building Trades of Alberta that a Subsistence Review Committee be established. Upon formal

written request the Subsistence Review Committee shall meet within five (5) working days of such request.

(iii) The Subsistence Review Committee will consist of:

- One (1) representative appointed by the Building Trades of Alberta;
- One (1) representative appointed by the Coordinating Committee of Registered Employers' Organizations;
- One (1) representative appointed by the National Maintenance Council; and
- One (1) representative appointed by the Boilermaker Contractors Association on behalf of Contractors signatory to the National Maintenance Agreement and / or the General Presidents Agreement.

Appointees shall not be directly involved with the issue at hand.

The Subsistence Review Committee will undertake such investigation as is necessary to determine whether the allowance paid will allow an employee to purchase available accommodation and three (3) meals per day in the community or communities where employees will be domiciled. In the event that the majority of the Committee determines that the allowance is insufficient to purchase such lodging and meals the Committee shall determine the amount by which the subsistence allowance shall be adjusted. A decision of the Committee as to whether the allowance is sufficient or whether a specified adjustment is necessary shall be final and binding provided that the majority of the Committee agrees with the resolve. Any such mutually agreed upon decision shall be issued within five (5) days from the date of referral, or such longer period as may be agreed by the Coordinating Committee and the Building Trades.

(iv) In the event the Committee fails to make the required determination or determinations within the period allowed, the meal and lodging costs ascertained by the Committee shall be referred, together with such other relevant evidence and argument as may be submitted by the parties, to an Umpire who shall be appointed within five (5) days in accordance with the provisions of Article 18. The Umpire shall render a final and binding decision as to whether the subsistence allowance is sufficient to allow an employee to purchase accommodation and meals in the subject community or communities, and if it is not the amount by which the allowance should be adjusted to afford the purchase of available lodging and meals. The decision of the Umpire shall be rendered within five (5) full days of the Umpire's appointment, or such longer period as may

be agreed by the Coordinating Committee and the Building Trades. The decision of the Umpire shall have the same binding effect and shall be subject to the same limited review as a decision of an Arbitrator in grievance proceedings. The fees and disbursements of the Umpire shall be borne equally by the Coordinating Committee and the referring Union.

- (v) The Subsistence Review Committee and/or the Umpire shall enter into a review when determining subsistence costs and in order to come to the conclusions that are necessary to carry out the objects of this Clause some guidelines are included;
- In the appropriate case the ability to decide on whether or not an increase in subsistence allowance shall be made retroactively to the date the matter was submitted to the Subsistence Review Committee.
 - To determine seasonal adjustments due to tourism, availability of rooms, etc. which may affect the rate of subsistence over the entire course of a job; i.e. an increase in costs during the tourism season followed by a decrease at the end of tourism season or some other such situation.
 - Determine an appropriate accommodation cost based on what hotel rooms are available, how many such rooms are available, what hotels/motels to look at.
 - The cost of meals based upon the range of standard camp meals routinely served in a camp pursuant to the Camp Rules, which are adopted in this Collective Agreement, over an average weekly period.
 - Such other reasonable and ancillary powers as may be necessary to achieve the purpose of this Clause.

There shall be no more than one reference of these matters to a Subsistence Review Committee Umpire with respect to any community in any calendar year unless it can be shown that there has been a material change of circumstances within that calendar year. Such a review within the calendar year may be requested or initiated by either the Employer or the Union.

ARTICLE FIFTEEN - JURISDICTIONAL DISPUTES

- 15.01** If a jurisdictional dispute should arise between the Union and 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.
- 15.02** 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.
- 15.03** When the Jurisdictional Disputes Settlement Task Force jointly composed of representatives of the CLR-A, and I.C.A. and the Building Trades Council agree upon a plan for the settlement of jurisdictional disputes in Alberta, then, subject to the ratification of the Parties hereto, commitment to the use of the plan shall be incorporated into this Collective Agreement forthwith, and all existing language contrary to the settlement of jurisdictional disputes in accordance with the new Plan shall be removed from this Collective Agreement.
- 15.04** Jurisdictional disputes shall be settled under this Article and not under Article **17.00** - Grievance Procedure.
- 15.05** The Employer agrees to notify the applicable Local Union of any contract awarded which will employ a significant number of employees coming within the scope of this Agreement. Either Party may call a pre-job conference prior to the commencement of such a project. It shall be the purpose of the pre-job conference to discuss issues related to manning the job.

ARTICLE SIXTEEN - PROHIBITION OF STRIKES OR LOCKOUTS

- 16.01** The Employer agrees that there shall be no lockout or breach of this Agreement during its term.
- 16.02** 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 Employers' operations during the term of this Agreement.

ARTICLE SEVENTEEN - GRIEVANCE PROCEDURE

- 17.01** A difference may refer to a policy grievance between the Employer or Union or a grievance between the Employer and its Employees. A policy grievance shall be defined as an obligation that is alleged to arise out of the Collective Agreement and shall be adjusted as specified herein. Should any difference arise between the

Employer and any of its Employees as to the interpretation, application, administration, or alleged violation of this Agreement, the aggrieved Employee shall submit their grievance in writing to the Union and to the Employer's representative on the job, within five (5) working days of the occurrence giving rise to the grievance. The Employee may request assistance of the job steward and/or business representative of the Union in submitting the grievance.

17.02 Pre-Arbitration Process

- (a) If a grievance has not been resolved following the preceding steps of the Grievance Procedure, the grievance shall be referred to a Joint Grievance Panel (JGP), unless one of the parties to the grievance serves notice of an intention to bypass the JGP in favour of referring the matter directly to arbitration.
- (b) In the event a party serves notice of an intention to bypass the Joint Grievance Panel, the matter may be referred to arbitration within 10 days (excluding Saturdays, Sundays, and Statutory Holidays) of such notice being served.
- (c) Such Joint Grievance Panel will consist of two appointees of the Employer and two appointees of the Union. No person shall be appointed who has a direct personal interest in the subject matter of the grievance, and/or has had a direct personal involvement in earlier attempts to settle the grievance. No representative of, or spokesman for the Union, or for the subject Registered Employers' Organization shall be appointed.
- (d) The Joint Grievance Panel shall hold a hearing into the matter within ten days (excluding Saturdays, Sundays, and Statutory Holidays) of being appointed and shall issue their recommendation forthwith, but in any event within three days (excluding Saturdays, Sundays, and Statutory Holidays) of the date the hearing was held.
- (e) Each of the parties shall advise the other, within five days of receipt of the recommendation (excluding Saturdays, Sundays, and Statutory Holidays), as to whether they accept or reject the recommendation.
- (f) In the event the parties to the grievance accept the recommendation of the JGP, the grievance shall accordingly be resolved, and the parties shall implement the recommendation within ten days (excluding Saturdays, Sundays, and Statutory Holidays), or in any event in accordance with such other implementation schedule as may be included in the JGP recommendations.
- (g) In the event either Party determines that it is not prepared to accept the recommendation of the JGP, either Party may then refer the matter to

Arbitration within 10 days (excluding Saturdays, Sundays, and Statutory Holidays) of receipt of the JGP recommendations.

(h) No lawyers shall be permitted to participate in the JGP proceedings

17.03

If the parties are unable to resolve a difference as referred to above within ten (10) working days of notification of the difference, either party may notify the other in writing of its desire to submit the matter to arbitration. The notice referred to in this clause shall contain:

- (a)** a statement of the nature of the grievance;
- (b)** the section or sections of the Collective Agreement allegedly violated or contravened;
- (c)** any relevant particulars such as names, dates and facts concerning the allegations;
- (d)** the remedy requested; and
- (e)** the name or list of names of persons who would be willing to accept the arbitrator's position, and the name of the party's nominee should an arbitration board be selected.

17.04

Upon the receipt of such a notice, the party receiving the same shall:

- (a)** Decide whether to appoint an arbitration board or single arbitrator to settle the difference.
- (b)** If it elects to appoint a single arbitrator and
 - (i)** if it accepts a person suggested as a single arbitrator, notify the other party within five (5) days of its acceptance of such an arbitrator.
 - (ii)** if it does not accept any of the persons suggested, notify the other party accordingly within five (5) days and submit with such notice a list of persons that are willing to accept as a single arbitrator.
- (c)** If it elects to appoint an arbitration board, notify the other party accordingly and name its nominee to the arbitration board. The nominees to the arbitration board shall endeavor to agree to a person to be appointed as chairman of the arbitration board.

If the parties are unable to agree to a person to act as single arbitrator within fifteen (15) days of notification of the desire to submit a matter to arbitration, or if the nominees to an arbitration board are unable to agree to a person to act as chairman within ten (10) days of the last nominee being appointed, either party may request

the Minister of Labour in writing to appoint the single arbitrator or arbitration board chairman.

The single arbitrator or arbitration board chairman shall, within five (5) days of their appointment, schedule a hearing to resolve the matter in question.

17.05 Under the terms of this Agreement, a grievance is a complaint regarding:

- (a) an alleged violation of the Collective Agreement;
- (b) an alleged contravention of the Collective Agreement;
- (c) unjust discipline.

17.06 In the case of a dispute involving the failure of an Employer to remit in a timely fashion the full amounts required by Article 19.08, the Association (Construction Labour Relations an Alberta Association) may directly pursue such failure to comply with this Collective Agreement. The Association may, in its own name, file a grievance against such an Employer. Such a grievance may be referred by the Association to an Arbitrator or Arbitration Board without being processed through any intervening steps other than written notice in reference to Arbitration for the purpose of such a grievance. The Parties to the Grievance for the purposes of appointment to the Arbitration Board shall be the Association and the subject Employer.

17.07 The Arbitrator or Arbitration Board, shall have the power to determine all questions of arbitrability and shall issue a decision which is final and binding on all parties, and upon any Employee(s) or Employer(s) affected by it. Where both parties have agreed, together with the Arbitrator or Arbitration Board to the procedure to be followed no appeal as to the use of that procedure shall be taken.

17.08 The Arbitrator or Arbitration Board shall determine his/its own procedure, but shall give full opportunity to all parties to present evidence and to make representations; the Arbitrators shall also have the power to relieve against non-compliance within time limits, or any other technicality or irregularity.

17.09 The Arbitrator or Arbitration Board shall determine the real issue in dispute according to the merits and make whatever disposition he/it deems just and equitable. The Arbitrator or Arbitration Board, shall also provide reasons in writing for such decision within twenty (20) days from the date of the hearing of the grievance. However, except as permitted in the next clause, the Arbitrator or Arbitration Board shall not alter, amend, change, modify, or extend the terms and/or conditions of this Collective Agreement.

17.10 If the Arbitrator or Arbitration Board by his/its award determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and this

portion of this Collective Agreement does not contain a specific penalty for the infraction, that is the subject matter of the Arbitration, the Arbitrator or Arbitration Board may substitute/modify such penalty for the discharge or discipline as to him/it seems just and fit in all circumstances.

- 17.11** The Employer and the Union agree that the cost of the Arbitrator or Arbitration Board shall be borne by the unsuccessful party, provided always, that the cost shall be limited to the actual cost of the Arbitrator or Chairman of the Arbitration Board and the costs of each nominee to an Arbitration Board to a maximum of \$300.00 per day for each nominee.
- 17.12** Notwithstanding clause **17.10** above, the Arbitrator or Arbitration Board may exercise his/its discretion in an appropriate case to rule that the costs of the Arbitration Board or Arbitrator is shared equally.

ARTICLE EIGHTEEN - JOINT LABOUR MANAGEMENT COMMITTEE

- 18.01** 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.
- 18.02** 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 a one (1) year term.
- 18.03** The Joint Labour Management Committee shall meet twice per year. Additional special meetings related to Health & Safety issues 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.

ARTICLE NINETEEN - UNION RIGHTS

- 19.01** 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 having jurisdiction over the work cannot supply members capable of meeting the Employer's requirements the Local Union will contact the other Alberta hiring hall to determine the availability of qualified workmen. If the employers manpower requirements are still not met and the employer agrees to bring in traveling members the local Union will contact other BAC local Unions throughout Canada to meet the employer's manpower needs. Workmen so hired will be paid the appropriate travel allowance. If the Union cannot supply Members within forty-eight (48) hours after the request, exclusive of Saturdays, Sundays or Holidays, or days in lieu thereof, the Employer may obtain employees elsewhere. In such cases the employees so hired shall, as a

condition of maintaining their employment, make an application to become member(s) of the Union before commencement of employment.

- (a) Should an Employer wish to reduce the number of employees on any job the Foreman shall notify the Job Steward and the employees will be laid off in the following sequence, providing the remaining employees are qualified to perform the remaining work;
 - 1. Probationary members and Traveling members from Outside of Alberta
 - 2. Members of Local 1
- (b) Workers on the Project may be offered the opportunity to exercise the option to accept a voluntary lay-off when there are lay-offs planned on the Project affecting their trade. In such cases this option will be offered to Local Union members first, travel card members second, and workers on permits third.
- (c) It shall be the responsibility of the local Union to determine who is a member in good standing, a probationary member, a Travel card member or a member of Alberta local 1.
- (d) Probationary members or Travel Card members may only be transferred to another project or job site with the permission of the local Union.

19.02 The Employer has the right to name hire Union members provided they are registered on the Local Unions out-of-work list.

19.03 The Union recognizes the right of their members to engage in active job search for their own positions. Employees so hired must obtain a dispatch slip from the union except in cases of emergency work where a phone call to the Union will suffice.

19.04 It is agreed that the above is not intended to restrict an Employer from re-hiring his regular employees on temporary lay off.

19.05 Job Stewards

Job Stewards shall be recognized on all jobsites and shall not be discriminated against. It will be their duty to attend to all complaints between the workers on the job and the company to endeavour to reach a settlement before these complaints become grievances.

- a) Where in the opinion of the Union, a job steward is deemed necessary; a working journeyman shall be appointed steward by the Business Manager of the Union or his representative. In addition to their work as a Journeyman

the Steward shall be permitted during working hours to perform such of their union duties as cannot be performed at other times.

- b)** In the event an Employer establishes additional shifts the Business Manager of the Union or their representative will appoint a Job Steward for that shift(s). The Steward will assist in having injured workers promptly taken care of and where necessary (at the direction of the Superintendent or Foreman) may accompany them to their homes or hospital as the case may require, without loss of time. They shall report the injury to the proper Officers of the Union.
- c)** The Business Representative shall be notified of the reason if a Job Steward is discharged. The Business Representative shall inform the employer of the appointments of all Job Stewards.
- d)** Under no circumstances shall Job Stewards or any employee make any arrangements with the Foreman or Management or vice versa, that will change or conflict in any way with any section or terms of this Agreement without approval of the Business Representative and the Employer and Registered Employers' Organization.
- e)** Providing the job steward for a project is qualified and capable of performing the remaining work on the site, the steward shall be among the last five workers (excluding foremen) that may remain at the end of a project.
- f)** Stewards will be notified of all scheduled lay-offs or terminations prior to the employee receiving notice of same. A lay-off or termination will not be deemed to be invalid for failure to comply with this clause.

19.06 The Business Agent and/or representative of the Union shall have access to all jobs covered by this Agreement in carrying out his regular duties after first notifying the Superintendent or person in charge, and upon the condition that he shall not interfere with the performance of the work and agrees to comply with all safety regulations on site.

19.07 The Employer agrees to deduct from each employee any regular assessment as may be notified officially 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.

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

In addition to union dues, Local 1 Northern members and out of Province workers working in Local 1's Northern jurisdiction will also have five cents per hour deducted in respect to dues for the Alberta & NWT Building and Construction Trades Council. These amounts shall be forwarded to the Local Union as stipulated above.

- 19.08** The Employer and the Union agree that there will be no piece work of any description.
- 19.09** The Employer agrees that he will not sub-contract work covered by this agreement to any other Party unless that Party agrees to abide by the terms of this Collective Agreement.

ARTICLE TWENTY - DUTIES OF MANAGEMENT

20.01 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 duty of the Employer to:

- (i) Operate and manage its business in all respects;
- (ii) Maintain order, discipline and efficiency;
- (iii) 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;
- (iv) Direct the working force and assign the work;
- (v) Determine job content, create and abolish jobs, determine methods, processes and means of production and handling;
- (vi) 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 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.

20.02 Employees party to this Agreement shall work under the conditions herein set out. The Employer shall be given preference in the supplying of Union Members.

20.03 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 other projects after working hours except in the case of emergency.

20.04 Except as set forth elsewhere herein, the Employer retains exclusive right to schedule the work.

ARTICLE TWENTY-ONE - EMPLOYER BARGAINING AGENT CONTRIBUTIONS

21.01 (a) In satisfaction of the Employers' obligations under Section 165 of the Labour Relations Code and in satisfaction of the Employers' obligations under this Collective Agreement, the Employer shall pay to the Association the hourly dues levied by the Association pursuant to Section 165 of the Code.

The rate of dues levied by the Association as of the effective date of this Collective Agreement shall be seven (7¢) per hour for each and every hour worked by Employees of the Employer that are affected by construction registration certificate no. 20 and by this Collective Agreement. This amount may be amended from time to time, and notice to the Employer of an amendment shall be sufficient to amend this obligation.

In the event of a failure on the part of any Employer to contribute to the Association the dues required to be contributed pursuant to Section 165 of the Labour Relations Code and pursuant to this Article of this Collective Agreement, the Association may, at the sole choice and prerogative of the Association, collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision of this Collective Agreement, by the Association against the subject Employer. The Association may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

(b) In addition to the contributions stipulated above, the Employer shall contribute to the Association amounts set by the Association, and amended from time to time by notice to the Employer, for the Construction Employee and Family Assistance Program and for Workforce Development Initiatives such as Helmets to Hardhats Canada and Trade Winds To Success. These amounts may be applicable to specific work carried out under this Collective Agreement, as stipulated in the notices to the Employer.

21.02 All cost relating to the administration of the fund(s) shall be borne by the above Association.

ARTICLE TWENTY-TWO - FILING COPIES

- 22.01** A copy of the Agreement shall be deposited with the Human Resources and Employment Department of the Province of Alberta and with Human Resources Development Canada within one (1) month of the date of signing.

ARTICLE TWENTY-THREE - SAVING CLAUSE

- 23.01** It is not the intent of either party hereto to violate any laws or rulings 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-FOUR - WAGE BOND

- 24.01** The Union may require contractors who sign this Collective Agreement, other than the signatory contractors who were members of CLR-A as of May 1, 2011, to post a wage bond of \$30,000 where the Union feels it is necessary for the protection of its members.

ARTICLE TWENTY-FIVE – RESERVE FORCES

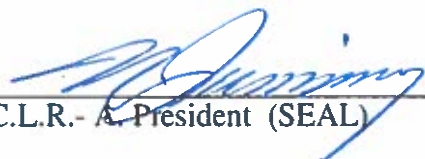
- 25.01** The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the “Declaration of Support for the Reserve Force” signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12th, 2010.

SIGNATORY PAGE

SIGNED THIS 4th day of May, 2015,

CONSTRUCTION LABOUR RELATIONS -
AN ALBERTA ASSOCIATION

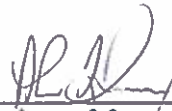
INTERNATIONAL UNION OF
BRICKLAYERS AND ALLIED
CRAFTWORKERS
LOCAL UNION #1 EDMONTON



C.L.R.- A. President (SEAL)



President, Local Union #1



Business Manager or Agent,
Local Union #1 (SEAL)

Letter of Understanding

Between

**Construction Labour Relations, an Alberta Association
as Agent for and on behalf of:**

**Clayburn Refractories Ltd.
RHI Canada Inc.
Western Refractory Services Ltd.
Canadian Stebbins Engineering & Manufacturing Co. Ltd.
Alliance Refractories Ltd.
Technical Acid Construction (T.A.C.) West Ltd.
Thorpe Canada Corporation
BFI Constructors Ltd.
Jacobs Industrial Services Ltd.
Reftech International Inc.**

and

**Local Union #1 and its Members
of The International Union of Bricklayers and Allied Craftworkers,**

WAGE DETERMINATION

Whereas the Parties have entered into a Collective Agreement pursuant to Registration Certificate No. 60, and

Whereas, together with other parties in the sector, the Parties have determined processes by which wages will be adjusted during the term of the Collective Agreement,

Now Therefore It Is Agreed as follows:

1 Definitions and Application

- (a) “CPI Change” shall be the average percentage change in the Alberta All Items Consumer Price Index over the calendar year prior to the year of a calculation. The Index shall be that published at

<http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/econ09j-eng.htm> .

- (b) **“Oil Price”** shall be the average of the daily prices posted for West Texas Intermediate Oil, in current \$US, over the months of December through February for a May adjustment calculation, and over the months of June through August for a November calculations. The prices to be used shall be those published at <http://www.eia.doe.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=RWTC&f=D> .
- (c) **“Group 4 Average Wage”** shall, with reference to the Consolidation Order issued in respect to the 2011 round of collective bargaining, be the simple average of the gross wages applicable to journeypersons in Industrial work in the Boilermakers, Bricklayers – Refractory, Carpenters, Electricians, Ironworkers – Structural, Millwrights, and Plumbers & Pipefitters trade jurisdictions, effective on the first day of the month April prior to a calculation.
- (d) Wage adjustments calculated pursuant to this Letter of Understanding shall be the adjustments to be applied to the gross rates for journeypersons, with the gross rates for other classifications calculated from the journeyperson rate accordingly.
- (e) A wage adjustment shall not be less than zero.

2 Calculations

- (a) There will be no adjustment to wages on the effective date of the agreement.
- (b) The wage adjustment for November, to be calculated in the first week of September, shall be:
 - (i) If “Oil Price” is less than \$65, zero.
 - (ii) If “Oil Price” is \$65 or greater, but less than \$85, one half of CPI Change multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.
 - (iii) If “Oil Price” is \$85 or greater, but less than \$105, one half of the total of CPI Change and 0.5%, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.
 - (iv) If “Oil Price” is \$105 or greater, one half of the total of CPI Change and 1.0%, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.
- (c) The wage adjustment for May, to be calculated in the first week of March, shall be:

- (i) If "Oil Price" is less than \$65, zero.
 - (ii) If "Oil Price" is \$65 or greater, but less than \$85, one half of CPI Change multiplied by Group 4 Average Wage.
 - (iii) If "Oil Price" is \$85 or greater, but less than \$105, one half of the total of CPI Change and 0.5%, multiplied by Group 4 Average Wage.
 - (iv) If "Oil Price" is \$105 or greater, one half of the total of CPI Change and 1.0%, multiplied by Group 4 Average Wage.
- (d) In no case shall the total of the May and November wage adjustments in each year exceed 5%.
- (e) In the event the above calculations do not result in an increase in 2015 and 2016, the Framework Bargaining Committee shall reconvene discussions in the first week of September, 2016.

3 Wage Schedules

The Parties shall, upon completing a wage adjustment calculation, forthwith prepare, publish, post and distribute a wage schedule resulting therefrom. The May adjustment shall be distributed to the base rate and holiday and vacation pay. Any adjustment to benefit plan contributions shall be addressed in the November adjustment. The final determination of the November wage schedule shall be issued no later than July 1st of that year.

4 Effective Dates


The effective date for a wage adjustment shall be the first Sunday of the month in which the adjustment is to be applicable.

- 5** This Letter of Understanding shall be attached to and form part of the Collective Agreement.

All of which is Agreed the 4th day of May, 2015, and signed on behalf of the Parties:

CONSTRUCTION LABOUR RELATIONS -
AN ALBERTA ASSOCIATION

INTERNATIONAL UNION OF
BRICKLAYERS AND ALLIED
CRAFTWORKERS
LOCAL UNION #1 EDMONTON



C.L.R.- A. President (SEAL)



President, Local Union #1



Business Manager or Agent,
Local Union #1 (SEAL)

Letter of Understanding

Between

**Construction Labour Relations, an Alberta Association
as Agent for and on behalf of:**

**Clayburn Refractories Ltd.
RHI Canada Inc.
Western Refractory Services Ltd.
Canadian Stebbins Engineering & Manufacturing Co. Ltd.
Alliance Refractories Ltd.
Technical Acid Construction (T.A.C.) West Ltd.
Thorpe Canada Corporation
BFI Constructors Ltd.
Jacobs Industrial Services Ltd.
Reftech International Inc.**

and

**Local Union #1 and its Members
of The International Union of Bricklayers and Allied Craftworkers,**

Re: Acid Corrosion Work

Whereas: The Parties are desirous of expanding their market in the acid corrosion field, and

Whereas: The Contractors and the Union would like to provide opportunities for members of the Union to improve their skills in acid corrosion work.

Now Therefore: The Parties agree as follows;

The following will apply on projects where Contractors are performing work in the specialized field of Acid Tile Corrosion work.

The Contractor shall advise the Union in advance of a potential project that will require acid tile workers letting them know the number of workers required on the project and the location and approximate schedule. The Contractor and the Union will have a pre-job discussion approximately two weeks prior to the start of the job to determine the availability of Local Union members who are skilled in the supervision and installation of Acid Tile.

If the Local Union does not have enough experienced workers who meet the requirements of the job as stipulated by the contractor, then the contractor may bring supervision and key workers from other IUBAC Locals into Local One's jurisdictional area to work on the project as travel cards in the ratio of not more than 50% of the remaining work force not including supervision.


It is expected that workers from other jurisdictions who have this expertise will provide training and experience on the job to members of the Local Union which will, over the course of this Collective Agreement, reduce the contractor's necessity to bring in travel cards to perform this work. Therefore this Letter of Understanding will be reviewed upon the request of either Party over the course of the Collective Agreement to determine if the ratios included herein are appropriate.

This Letter of Understanding will be attached to and form part of the Collective Agreements for both Construction and Maintenance work between the Parties.


Signed this 4th day of May, 2015

CONSTRUCTION LABOUR RELATIONS -
AN ALBERTA ASSOCIATION -

INTERNATIONAL UNION OF
BRICKLAYERS AND ALLIED
CRAFTWORKERS
LOCAL UNION #1 EDMONTON


C.L.R.- A President (SEAL)


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Business Manager or Agent,
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