

COLLECTIVE AGREEMENT

EFFECTIVE MAY 18, 2003

REFRACTORY BRICKLAYERS - MAINTENANCE

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.**

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 Edmonton and its Members
Local Union #2 Calgary 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 a composite crew basis).

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 each Local Union is as defined below:
- (a) **Local #1** - That part of the Province of Alberta north of the boundary line of Township 38, the width of the Province and the District of Mackenzie in the Northwest Territories.
 - (b) **Local #2** - 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 18th day of May, 2003 up to and including the 30th day of April, 2005 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 The minimum wage rate for hours worked by journeymen covered by this Agreement shall be:

Local 1

Effective Date	Classification	Net Rate	Vacation & Holiday Pay	Health & Welfare	Pension	Gross Rate
May 18/03	Journeyman	\$31.75	\$3.18	\$1.00	\$5.00	\$40.93
May 18/03	Third Year	\$28.58	\$2.86	\$1.00	\$5.00	\$37.44
May 18/03	Second Year	\$25.40	\$2.54	\$1.00	\$5.00	\$33.94
May 18/03	First Year	\$19.05	\$1.91	\$1.00	\$5.00	\$26.96
May 16/04	Foreman (GF)	\$36.66	\$3.67	\$1.00	\$5.00	\$46.33
May 16/04	Working Foreman	\$35.66	\$3.57	\$1.00	\$5.00	\$45.23
May 16/04	Journeyman	\$32.66	\$3.27	\$1.00	\$5.00	\$41.93
May 16/04	Third Year	\$29.39	\$2.94	\$1.00	\$5.00	\$38.33
May 16/04	Second Year	\$26.13	\$2.61	\$1.00	\$5.00	\$34.74
May 16/04	First Year	\$19.60	\$1.96	\$1.00	\$5.00	\$27.56

Local 2

May 18/03	Journeyman	\$32.66	\$3.27	\$1.00	\$4.00	\$40.93
May 18/03	Third Year	\$29.39	\$2.94	\$1.00	\$4.00	\$37.33
May 18/03	Second Year	\$26.13	\$2.61	\$1.00	\$4.00	\$33.74
May 18/03	First Year	\$19.60	\$1.96	\$1.00	\$4.00	\$26.56

May 16/04	Foreman (GF)	\$37.35	\$3.73	\$1.00	\$4.25	\$46.33
May 16/04	Working Foreman	\$36.35	\$3.63	\$1.00	\$4.25	\$45.23
May 16/04	Journeyman	\$33.35	\$3.33	\$1.00	\$4.25	\$41.93
May 16/04	Third Year	\$30.02	\$3.00	\$1.00	\$4.25	\$38.27
May 16/04	Second Year	\$26.68	\$2.67	\$1.00	\$4.25	\$34.60
May 16/04	First Year	\$20.01	\$2.00	\$1.00	\$4.25	\$27.26

Note: For Local 1 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 work in Local 1's jurisdiction, members of Local 1 and out of Province workers will have \$0.05 per hour deducted for Alberta Building Trades dues and \$0.20 per hour deducted for Masonry Training Fund pursuant to clause 19.08. Such amounts to be remitted along with other union dues by the 15th of the month following.

5.02 The minimum wage rate for probationary apprentices shall be sixty percent (60%) of the minimum journeyman wage. A probationary apprentice is an employee with less than 120 days trade experience. The Employer shall notify the union upon 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.

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

- (i) during first period (minimum 1600 hours) not less than sixty percent (60%) of the minimum journeyman rate;
- (ii) during second period (minimum 1600 hours) not less than eighty percent (80%) of the minimum journeyman rate; 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 When a working foreman is appointed, he shall be a journeyman and a member or applicant member of the Union and in good standing.

5.05 The wages for a working foreman shall not be less than three dollars (\$3.00) per hour, above the regular journeyman's wage rate. The wages for a Foreman supervising a minimum of two working foremen shall be not less than four dollars (\$4.00) above the regular Journeyman's wage rate.

5.06 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.

- 5.07** 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** 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.
- 6.02** When an employee is terminated, arrangements will be made to allow him to pick up his pay and papers, including his apprenticeship book and E.I.S. Separation Slip, 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.
- 6.03** When an employee is laid off or voluntarily terminates, one (1) hours notice shall be given or (1) one hours pay provided or forfeited in lieu of notice.
- 6.04** If the pay is not ready within the times specified in 6.02 above, unless due to a clerical error, 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.
- 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 two dollars and fifty cents (\$2.50) per hour worked (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.

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 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.

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.

ARTICLE EIGHT - HOLIDAYS AND VACATIONS

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

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

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

8.02 Vacation pay and pay for recognized holidays 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 multiplied by the applicable net straight time hourly rate. (i.e. exclusive of employee benefit and other fund contributions). The applicable percentage shall be:

- (a) Vacation pay at six percent (6%) of basic pay;
- (b) Recognized holiday pay at four point (4%) of basic pay.

Effective Sunday, October 31, 2004 Vacation Pay and Recognized Holiday Pay will also be paid on overtime hours based on the number of hours earned at the applicable overtime premium.

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 there 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, fifty cents (\$0.50) for each hour earned out of such contributions will be remitted to the IU Canadian Pension Fund. Contributions to the IUCPF should be sent in separately accompanied by the appropriate remittance forms supplied by that Pension Fund. For members of Local 2 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 British Columbia, Saskatchewan, or Manitoba 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.

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** A heated area for eating meals (apart and separate from the work area) and adequate sanitary facilities shall be provided on each jobsite.
- 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** Where a lockup room is not provided, a lock-box shall be provided.
- 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** 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** The Parties agree that it is in the best interests of all concerned to promote a safe working environment. Accordingly the Union has no objection to pre-employment and post incident substance abuse testing. The cost of such testing to be paid for by the Employer.
- 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.

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 (currently this amount is set at twenty-five cents for each hour worked – forty cents effective Nov. 1/99) 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 thirty-nine (\$0.39) 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 Alberta Building Trades Council 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.

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, in lieu of air fare, travel time and ground transportation, a flat rate travel allowance of one-hundred and eighty dollars (\$180.00) each way would be paid (this amount to be amended in accordance with the terms of the Memorandum of Agreement). 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 thirty-nine (\$0.39) 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 one hundred and thirty-five dollars (\$135.00). 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. Where camp accommodation is not available the Employer will pay a minimum per diem subsistence of \$85 per day with the following exception:

- Fort McMurray - \$125.00 per day

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.

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** All grievances between the Employer and the Union regarding the interpretation, application, operation or an alleged violation of this Agreement shall be settled without loss of production, stoppage of work or lockout as hereafter provided.
- 17.02** Either the Union or the Employer may institute a grievance under the terms of this Agreement, but must do so within twenty-one (21) calendar days of the initial occurrences of the incident on which the complaint is based. If they fail to settle same within (10) calendar days, or an extension of time mutually agreed upon, either of the parties may proceed under 17.05.
- 17.03** An aggrieved employee shall submit his complaint within the time limits noted above to the Steward or a representative of the Union who shall endeavour to settle the complaint between the employee and his immediate supervisor within a time of five (5) days (excluding Saturdays, Sundays and Holidays).
- 17.04** If the complaint is not settled under 17.03 above, it may be referred within five (5) working days to the company management and a representative of the Union who shall attempt a settlement within five (5) days (excluding Saturdays, Sundays and Holidays).
- 17.05** If the complaint is not settled under 17.02 or 17.04 above, it may be referred within five (5) working days to Construction Labour Relations - An Alberta Association and the Business Manager of the Union and/or Business Representative who shall attempt a settlement within five (5) days (excluding Saturdays, Sundays and Holidays). Grievances presented in 17.05 shall be in writing, signed by the person on whose behalf the grievance is filed, and shall state the details of the complaint, the Articles alleged to be violated and the remedy sought.
- 17.06** If the parties fail to reach an agreement under the preceding steps, either party may by written notice to the other party stating the nature of the difference, require the establishment of an Arbitration Board. Such written notice must be served within ten (10) days following the completion of the preceding step.
- 17.07** Each party shall appoint one (1) member as it's representative on the Arbitration Board within seven (7) days of such notice. The two (2) members as appointed shall endeavour to select an independent Chairman excepting that the parties may mutually agree that the arbitration shall be by way of a single arbitrator.

- 17.08** If the two (2) members fail to select a Chairman or single Arbitrator within five (5) days after the day on which the last of the two (2) members is appointed they shall request the Minister of the Department of Labour to select a Chairman.
- 17.09** The Arbitration Board shall not change, modify or alter any of the terms of this Agreement. All differences submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provision of this Agreement, or that involves the determination of a subject matter not covered by or not arising during the term of this Agreement.
- 17.10** The Arbitration Board shall give its decision not later than fourteen (14) days after the appointment of the Chairman except that with the consent of both parties such limitation of time may be extended. The findings and decisions of the Arbitration Board shall be binding on all parties.
- 17.11** Each party to the difference shall bear the expenses of its respective nominee to the Arbitration Board and the two (2) parties shall bear equally the expenses of the Chairman.
- 17.12** The time limits herein are mandatory unless waived in writing by the Parties hereto. If the party grieved against does not process the grievance within the time allowed, the aggrieved party may proceed to the next stage of the procedure up to and including Arbitration. If the party grieving does not process the grievance within the times allowed, the grievance will be deemed to have been abandoned or settled upon the basis of the last reply given.

ARTICLE 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 Local Union to determine the availability of qualified workmen. 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.

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 Regular employees of an Employer may be transferred from one Local Union's jurisdiction to the other. A "regular employee" is defined as one who has worked for that Employer for a minimum of 20 days out of the last sixty days he was available for work and regularly registering on the Unions out of work list when not actually working for the Employer.

19.06 **Job Stewards**

The Union may, for each Employer and each shift worked, appoint one (1) Steward on each project or jobsite. Job Stewards shall be recognized on all jobsites and shall not be discriminated against. The Foreman shall be notified of the appointment of a Steward.

19.07 The Business Agent 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.

19.08 The Employer agrees to deduct from each employee such monies as may be prescribed in writing by the Local Union. Such monies shall be forwarded to the Local Union or its agent not later than the 15th day of the following month and shall be accompanied by a completed remittance form showing the amount deducted for each employee and any other required information.

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

19.09 The Employer and the Union agree that there will be no piece work of any description.

- 19.10** 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) The Employer agrees to contribute the sum of six cents (6¢) per hour worked by each employee working within the scope of this collective agreement to Construction Labour Relations - An Alberta Association.

The above amount may be amended by CLR-A if its regular hourly dues are changed.

The Employer shall make such contributions on the forms provided not later than the fifteenth day of the month following the month in which the hours were worked. Contributions mailed to:

**Construction Labour Relations - Alberta
10949 - 120 Street
Edmonton, Alberta
T5H 3R2**

- (b) In addition to the contributions stipulated in (a) above, an amount to be determined but which is currently estimated to be one and one-half cents (1.5¢) per hour worked, shall be forwarded to Construction Labour Relations at 2725 – 12th Street N.E., Calgary, Alberta T2E 7J2. These contributions shall be used by CLR-A to provide an Employee and Family Assistance Benefit Plan (EFAP) for all bargaining unit employees employed under the terms of this Collective Agreement pursuant to the plan rules.

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 March 26, 1997, to post a wage bond of \$30,000 where the Union feels it is necessary for the protection of its members.

SIGNATORY PAGE

SIGNED THIS _____ day of _____, 2003,

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)

INTERNATIONAL UNION OF
BRICKLAYERS AND ALLIED
CRAFTWORKERS LOCAL UNION #2
CALGARY

President, Local Union #2

Business Manager or Agent,
Local Union #2 (SEAL)

COLLECTIVE AGREEMENT

REFRACTORY BRICKLAYERS - MAINTENANCE

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.**

and

**Local Union #1 Edmonton and its Members
Local Union #2 Calgary and its Members
of The International Union of Bricklayers and Allied Craftworkers,**

May 18, 2003 to April 30, 2005

(as amended effective May 16, 2004)

Article 5.01 - Wages
Article 13.04 (c) – Transportation Out-Of-Town
Article 22.01 – Filing Copies

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