

# **COLLECTIVE AGREEMENT**

**EFFECTIVE JUNE 8, 1997**

**REFRACTORY BRICKLAYERS - MAINTENANCE**

**between**

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

**Premier Refractories Canada  
Clayburn Refractories Ltd.  
Bigelow-Liptak of Canada Ltd.  
Narco Canada Inc.  
Western Refractory Services Ltd.  
Canadian Stebbins Engineering & Manufacturing Co. Ltd.**

**together with**

such other employers for whom the above noted Associations 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 fibre materials, or any refractory materials and the cutting out of old material (not including a complete tear out which may be worked on a composite crew basis).
- 2.04** Where members of Local Union 1 or 2 are employed under the work jurisdiction of this Collective Agreement by a signatory employer and such employment is outside the geographical scope of this Agreement in an area where no Collective Agreement is in effect the terms of this Collective Agreement shall apply for those members of Local Unions 1 and 2.

**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 8th day of June 1997, up to and including the 30th day of April, 1999 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:

<u>Effective Date</u>	<u>Net Rate</u>	<u>Vac. &amp; Holiday Pay</u>	<u>H &amp; W</u>	<u>Pension</u>	<u>Gross Rate</u>
June 8/97	\$25.36\$2.54	\$1.00	\$1.25	\$30.15	
Nov. 1/97	\$25.89\$2.59	\$1.00	\$1.25	\$30.73	
May 1/98	\$26.42\$2.64	\$1.00	\$1.25	\$31.31	
Nov. 1/98	\$26.94\$2.69	\$1.00	\$1.25	\$31.88	

- 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.

- 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.
- 5.05** The wages for a working foreman shall not be less than two dollars (\$2.00) 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 three dollars (\$3.00) 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 forty (40) 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 one dollar (\$1.00) 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**

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.

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.

## **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.

**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 fifty (50) kilometer radius of the project involved.
- 9.03** 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 a camp kitchen is established.

## **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 One Cheque Remittance System Offices by the 15th day of the month following the month in which they were earned. The One Cheque Remittance System will, in turn, remit such contributions to the Bricklayers Health and Welfare Plan of Alberta and Saskatchewan in accordance with the rules and procedures specified in Article 25 of this Agreement. 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.

### **10.02 Pension Plan**

The Employer shall contribute the amount of Pension 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 One Cheque Remittance System Offices by the 15th day of the month following the month in which they were earned. The One Cheque Remittance System will, in turn, remit such contributions to the Bricklayers and Allied Craftworkers Pension Trust Fund of Alberta and Saskatchewan in accordance with the rules and procedures specified in Article 25 of this Agreement. 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.

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 payments are consistently late the Trustees may impose a late penalty not to exceed ten percent (10%) of the outstanding balance.

### **ARTICLE ELEVEN - WORKING CONDITIONS**

- 11.01** 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 unusually unsafe and unhealthy conditions without adequate safety and health equipment. Refusal to work in these conditions shall not be considered a breach of this Agreement.
  - (b) Any refusal of employees to conform to health and safety regulations after being duly warned shall be sufficient cause for dismissal.
  - (c) Where a Health & Safety Committee has been established by the Employer or Client, 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) 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 fifty(50) 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 and an employee uses his own vehicle for travel to and from work, the Employer will pay thirty-one cents (31¢) per Kilometer traveled from the edge of the free zone and return by the shortest practical route.

### **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 the Syncrude or Suncor 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 fifty dollars (\$150.00) 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.

- 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. 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) Where the employee provides his own transportation and is paid the appropriate travel expenses, the employee shall be responsible for his own transportation from the place of accommodation to the job site within a fifty (50) kilometer distance from the jobsite unless required by the Employer to carry men and/or materials to the site in which case the 31¢/km. mileage allowance will apply.

### **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 \$125. 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 sixty-five dollars (\$65.00), or 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.

**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 enumerations 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** The Employer agrees to contribute the sum of twelve cents (12¢) 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**

## **ARTICLE TWENTY-TWO - FILING COPIES**

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

## **ARTICLE TWENTY-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.

## **ARTICLE TWENTY-FIVE - ONE CHEQUE REMITTANCE SYSTEM**

### **25.01 Funds Included in the System**

A single agent shall be appointed to receive in trust for distribution to the designated recipient, under the general supervision of the Joint Labour Management Committee, all monies deducted from employees or contributed on their behalf by the Employer for the following purposes:

- (i) Union dues and assessments
- (ii) Health and Welfare contributions pursuant to Clause 10.01
- (iii) Pension contributions pursuant to Clause 10.02

NOTE: Employer Bargaining Agent Contributions pursuant to Article 21 and contributions to the Joint Employers Safety Program pursuant to Article 12 are **not** included in the one-cheque system and must be remitted separately.

### **25.02 Collection of Funds**

Said funds shall be remitted to Local Union #1 or Local Union #2, as appropriate depending upon which Local Union's jurisdiction the work was performed in (hereinafter referred to as the Collection Agency), by the fifteenth (15th) of each

month by means of a single cheque covering all amounts due up to the end of the previous month. Cheques will be accompanied by a remittance form agreed to by the Parties hereto and supplied by the Collection Agency, showing the name and Social Insurance Number of each employee and the monthly and hourly deductions and contributions made on his behalf together with the hours upon which said deductions and contributions are payable.

### **25.03 Distribution of Funds**

The Collection Agency shall hold such monies in Trust for the Employee Benefit Trusts involved and shall distribute same to the applicable Employee Benefit Fund or other recipient, as authorized by the Collective Agreement or the applicable Trust Agreement, on or before the time limits mandated by Trust Funds Administrators.

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

Distribution of funds will be accomplished as follows:

- (a) Money due to monthly deductions will be computed and remitted to the Collection Agency
- (b) Money due to hourly based deductions and contributions will be aggregated and each designated recipient Union or Trust Fund shall receive the proportion of the money aggregated that the amount of the hourly deduction or contribution designated to their use is as a percentage of the total amount of the hourly deductions or contributions owing pursuant to the Collective Agreement for those contributions or deductions listed in 26.01 above.

### **25.04 Bonding**

The Collection Agency shall post a Bond in the amount of not less than one hundred thousand dollars (\$100,000) to indemnify the designated recipients against loss of remittances held in Trust by the Collection Agency.

### **25.05 Additional Guidelines and Procedures**

Should additional Guidelines or Procedures for the operation of the "One Cheque Remittance System" be required, they shall be established by the Joint Labour Management Committee.

Should the Joint Labour Management Committee be unable to arrive at mutually agreeable Guidelines or Procedures necessary for the operation of the System, either Party to this Agreement may request an Arbitrator to resolve the issue in accordance with Article 16 of this Agreement.

**SIGNATORY PAGE**

SIGNED THIS \_\_\_\_\_ day of June, 1997,

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  
BRICKLAYER AND ALLIED  
CRAFTWORKERS LOCAL UNION #2  
CALGARY

\_\_\_\_\_  
President, Local Union #2

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

**C O L L E C T I V E   A G R E E M E N T**

**R E F R A C T O R Y   B R I C K   L A Y E R S   -  
M A I N T E N A N C E**

**between**

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

**Premiere Refractories Canada  
Clayburn Refractories Ltd.  
Bigelow-Liptak of Canada Ltd.  
Narco Canada Inc.  
Western Refractory Services Ltd.  
Canadian Stebbins Engineering & Manufacturing Co. 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,**

**June 8, 1997 to April 30, 1999**

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