

# **REFRACTORY BRICKLAYERS - CONSTRUCTION**

## **COLLECTIVE AGREEMENT**

between

**Construction Labour Relations, an Alberta Association  
Bricklayers (Provincial) Trade Division  
as Agent for and on behalf of:**

**all Employers who are affected by the operation of Registration Certificate Number 60.**

and

**Local Union #1 Edmonton and its Members  
Local Union #2 Calgary and its Members**

**of The International Union of Bricklayers and Allied Craftworkers,**

**July 15, 2007 to April 30, 2011**

*Published October 23, 2007*

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**COLLECTIVE AGREEMENT**

**EFFECTIVE JULY 15. 2007**

**REFRACTORY BRICKLAYERS - CONSTRUCTION**

**between**

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

**all Employers who are affected by the operation of Registration Certificate Number 60**

**(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 work, to establish and maintain reasonable standards of workmanship for the protection of the public and the encouragement of union refractory 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.
- 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** This Agreement shall apply only to new construction refractory masonry work which shall consist of the original installation of plastic, castables, acid proof materials, ceramic fibre materials, or any refractory materials.
- 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 providing the Employer agrees in writing to make these terms applicable.

## **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. For those Employers who agree to apply the terms of this Agreement in the Northwest Territories, the District of Mackenzie shall also be part of Local #1's territorial jurisdiction..

- (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 15<sup>th</sup> day of July, 2007 up to and including the 30th day of April, 2011 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:

<b>Effective Date</b>	<b>Classification</b>	<b>Net Rate</b>	<b>Vacation &amp; Holiday Pay</b>	<b>Health &amp; Welfare</b>	<b>Pension</b>	<b>Gross Rate</b>
<b>July 15/07</b>	Foreman	\$42.19	\$4.22	\$1.10	\$5.00	\$52.51
	Working Foreman	\$41.19	\$4.12	\$1.10	\$5.00	\$51.41
	Journeyman	\$37.19	\$3.72	\$1.10	\$5.00	\$47.01
	Third Year	\$33.47	\$3.35	\$1.10	\$5.00	\$42.92
	Second Year	\$29.75	\$2.98	\$1.10	\$5.00	\$38.83
	First Year	\$22.31	\$2.23	\$1.10	\$5.00	\$30.64
<b>May4,/08</b>	Foreman	\$44.20	\$4.42	\$1.10	\$5.00	\$54.72
	Working Foreman	\$43.20	\$4.32	\$1.10	\$5.00	\$53.62
	Journeyman	\$39.20	\$3.92	\$1.10	\$5.00	\$49.22
	Third Year	\$35.28	\$3.53	\$1.10	\$5.00	\$44.91
	Second Year	\$31.36	\$3.14	\$1.10	\$5.00	\$40.60
	First Year	\$23.52	\$2.35	\$1.10	\$5.00	\$31.97
<b>May 3/09</b>	Foreman	\$47.10	\$4.71	\$1.10	\$5.00	\$57.92
	Working Foreman	\$46.10	\$4.61	\$1.10	\$5.00	\$56.82
	Journeyman	\$42.10	\$4.21	\$1.10	\$5.00	\$52.42
	Third Year	\$37.89	\$3.79	\$1.10	\$5.00	\$47.78
	Second Year	\$33.68	\$3.37	\$1.10	\$5.00	\$43.15
	First Year	\$25.26	\$2.53	\$1.10	\$5.00	\$33.89
<b>May 2/10</b>	Foreman	\$49.35	\$4.94	\$1.10	\$5.00	\$60.39
	Working Foreman	\$48.35	\$4.84	\$1.10	\$5.00	\$59.29
	Journeyman	\$44.35	\$4.43	\$1.10	\$5.00	\$54.88
	Third Year	\$39.92	\$3.99	\$1.10	\$5.00	\$50.01
	Second Year	\$35.48	\$3.55	\$1.10	\$5.00	\$45.13
	First Year	\$26.61	\$2.66	\$1.10	\$5.00	\$35.37

**(b)** The minimum wage rate for hours worked within the geographic jurisdiction of Local Union 2 covered by this Agreement shall be:

<b>July 15/07</b>	Foreman	\$42.65	\$4.27	\$1.10	\$4.50	\$52.52
	Working Foreman	\$41.65	\$4.17	\$1.10	\$4.50	\$51.42
	Journeyman	\$37.65	\$3.76	\$1.10	\$4.50	\$47.01
	Third Year	\$33.89	\$3.39	\$1.10	\$4.50	\$42.88
	Second Year	\$30.12	\$3.01	\$1.10	\$4.50	\$38.73
	First Year	\$22.59	\$2.26	\$1.10	\$4.50	\$30.45
<b>May4,/08</b>	Foreman	\$44.65	\$4.47	\$1.10	\$4.50	\$54.72
	Working Foreman	\$43.65	\$4.37	\$1.10	\$4.50	\$53.62
	Journeyman	\$39.65	\$3.97	\$1.10	\$4.50	\$49.22
	Third Year	\$35.69	\$3.57	\$1.10	\$4.50	\$44.86
	Second Year	\$31.72	\$3.17	\$1.10	\$4.50	\$40.49
	First Year	\$23.79	\$2.38	\$1.10	\$4.50	\$31.77

<b>May 3/09</b>	Foreman	\$47.56	\$4.76	\$1.10	\$4.50	\$57.92
	Working Foreman	\$46.56	\$4.66	\$1.10	\$4.50	\$56.82
	Journeyman	\$42.56	\$4.26	\$1.10	\$4.50	\$52.42
	Third Year	\$38.30	\$3.83	\$1.10	\$4.50	\$47.73
	Second Year	\$34.05	\$3.40	\$1.10	\$4.50	\$43.05
	First Year	\$25.54	\$2.55	\$1.10	\$4.50	\$33.69
<b>May2/10</b>	Foreman	\$49.80	\$4.98	\$1.10	\$4.50	\$60.38
	Working Foreman	\$48.80	\$4.88	\$1.10	\$4.50	\$59.28
	Journeyman	\$44.80	\$4.48	\$1.10	\$4.50	\$54.88
	Third Year	\$40.32	\$4.03	\$1.10	\$4.50	\$49.95
	Second Year	\$35.84	\$3.58	\$1.10	\$4.50	\$45.02
	First Year	\$26.88	\$2.69	\$1.10	\$4.50	\$35.17

**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. Such amounts to be remitted along with other union dues by the 15<sup>th</sup> of the month following.

**(c) Inflation Protection:**

The above wage schedule was calculated using negotiated increases in the second, third, and fourth years of the contract as follows:

May 4, 2008 the gross rate was increased by 5% of the gross rate in effect at the expiry of the 2003 to 2007 Agreement

May 3, 2009 the gross rate was increased by 6.5% of the gross rate in effect on May 4, 2008

May 2, 2010 the gross rate was increased by 5% of the gross rate in effect on May 4, 2008

Should the CPI Alberta (all items) Rate, as defined in the paragraph below with one percentage point added to it, amount to a higher percentage than the percentage increase negotiated for the next following wage adjustment date, then the above wage schedule will be recalculated to reflect an increase equivalent to such higher percentage.

Where the "CPI Alberta Rate" is used in this Agreement, it shall mean the percentage rate of change between the Consumer Price Index published for December of the year immediately prior to the effective date of the wage adjustment, and that for December of the year before that. The indices referenced shall be those published by Statistics Canada on the web page "Consumer Price Index (monthly) (Alberta)" (e.g. <http://www40.statcan.ca/101/cst01/cpis01j.htm>) "All Items" index.

**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** a) Apprentices shall be dispatched to work with Journeyman Bricklayers on the maximum basis of one apprentice to one journeyman. The Employer and the Union may agree to vary the apprentice to journeyman ratio to meet manpower requirements on a specific job.
- b) The minimum wage rates for registered apprentices shall be as follows:
- (i) during first period (minimum 1600 hours) not less than sixty percent (60%) of the minimum journeyman rate;
  - (ii) during second period (minimum 1600 hours) not less than eighty percent (80%) of the minimum journeyman rate; and
  - (iii) during third period\* (minimum 1600 hours) not less than ninety percent (90%) of the minimum journeyman rate.
- \* And until issued with a Journeyman Certificate by the Apprenticeship Board.

**5.04** Where a General Foreman or a Foreman has been designated by the employer to supervise Bricklayers, that person shall be a Journeyman Member in good standing of the Union. Where General Foreman and Foremen are employed, orders shall be given in the following sequence; General Foreman to Foreman, Foreman to Journeyman. All instructions to Members shall be given by the Bricklayer Foreman.

**5.05** The wages for a working foreman shall not be less than four dollars (\$4.00) 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 five dollars (\$5.00) 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. 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. Payment of wages in all instances will be at no cost to the employee except if



cheques are sent by “Special Delivery” to a specified address at the employee’s request, in which case it would be done at the employee’s cost.

- 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. In both instances the Employee shall have sufficient time to collect their personal tools.
- 6.04** If the pay is not ready within the times specified in Article 6.02 above the employee shall be entitled to four (4) hours pay for each twenty-four hour delay, to a maximum penalty of twelve (12) hours pay. No payment for waiting time shall be applicable if there is an error on the cheque due to a clerical error or a mistake made on timesheets. In cases of pay owing in excess of one days pay employee shall receive the balance owing within 24 hours of the notification of the error or, if mutually agreed upon, the balance owing will be added to the next regular pay cheque.
- 6.05** In the event of a dispute related to the appropriate amount of pay owing to an individual, the amount in dispute may be remitted to The Joint Labour Management Committee where it will be held in trust pending the resolution of the dispute. In such cases the penalties for late payment stipulated in 6.04 will not apply.

## **ARTICLE SEVEN - HOURS OF WORK, SHIFTS AND OVERTIME**

- 7.00** Nothing herein shall be construed as establishing a guarantee of hours of work per day or per week except as specified in Clause 7.07.
- 7.01** Except as otherwise herein set forth, the regular hours of work shall be eight (8) hours per day, Monday to Friday inclusive.
- 7.02** The regular work week shall be forty (40) hours per week.
- 7.03** **Hours of Work**
- Except as otherwise herein set forth, the regular shift shall be worked between the hours of 8:00 A.M. and 4:30 P.M., Monday to Friday inclusive. However, where site conditions dictate, the regular starting time may be deviated from up to two hours in either direction, when employees are notified the preceding day.
- 7.04** **Overtime**
- The first two (2) hours of overtime per day, Monday to Friday inclusive, shall be paid at one and one-half (1½x) times the applicable rate of pay. All other overtime hours and all hours worked Saturday, Sunday and Statutory Holidays shall be paid at two (2) times the applicable rate of pay. Notwithstanding the

above, on projects where the majority of tradesmen who are working in the immediate vicinity, over the same approximate time period, and on work which is in conjunction with the work being performed by refractory bricklayers on the installation of vessels, tanks, etc. are receiving double time for all overtime worked, then the refractory bricklayers on that site will also receive double time..

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

## **7.05 Lunch and Rest Breaks**

- (a) Normally, a non-paid lunch break of either one half (½) hour or one (1) hours duration will be taken halfway through each shift. However, if job conditions require, the lunch break may be moved up to one (1) hour in either direction.
- (b) Two (2) mid-shift breaks of ten (10) minutes will be allowed in each regular shift. The first break shall be between the starting time and the scheduled lunch break. The second break between the scheduled lunch break and quitting time. Breaks will be taken at mid-shift.
- (c) Where it is intended that at least one hour of overtime will be worked, or in all cases of scheduled overtime, a ten (10) minute break will be allowed following the end of the regular shift.

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

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

## **7.06 Shifts**

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

**7.07 Show-up**

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.

- 7.08** (a) The Employer may establish a compressed work week schedule on any project providing the following conditions have been met:
- (i) such schedule will last a minimum of two consecutive work weeks
  - (ii) the client has established such a schedule as the standard work week for the project
  - (iii) and providing the Business Manager of the appropriate local union has been advised of the need for the schedule prior to the work commencing and the Parties have discussed and approved it. The schedule will be approved if it meets the above conditions.

A compressed work week schedule will consist of any four (4) consecutive days per week falling between Monday and Friday inclusive. A compressed work week schedule, once established, will remain consistent for the duration of the project. A regular day on a compressed work week schedule will consist of ten (10) hours. Hours worked in excess of ten (10) hours in one (1) day will be paid at the rate of double time (2X). Hours worked on a scheduled compressed work week day off (either Monday or Friday) will be paid at the rate of time and one half (1½X) for the first ten (10) hours and double time (2X) thereafter. Any Holiday that falls on the regular scheduled day off (Monday or Friday) will be observed on the next regular shift worked.

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

## ARTICLE EIGHT - HOLIDAYS AND VACATIONS

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

- a) Vacation pay at six percent (6%) of basic pay
- b) Recognized Holiday Pay at four percent (4%) of basic pay.

**8.03** Vacation and Recognized Holiday pay shall be paid each pay period with wages that are due.

## ARTICLE NINE - LOCAL RESIDENT PREFERENCE

**9.01** Notwithstanding anything in this Agreement, local residents who are union members shall have preference for employment.

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

**9.03 (a)** Local residents shall not be entitled to transportation, travel time, subsistence or camp accommodation except that they shall be entitled to applicable overtime meals and/or a noon meal where non-local residents are eating 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 in 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 Bricklayers and Trowel Trades International Pension Fund Canada. Contributions to the B&TTIPF should be sent in separately accompanied by the appropriate remittance forms supplied by that Pension Fund. For members of Local 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 by the Pension Plan Administrator 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 (a)** Except for the matters set out in (b) and (c) below, the Canadian Model dated October 2005 will be implemented by agreement under the Collective Agreement for the purposes set out in section 1.1 of the Canadian Model, and the Parties will co-operate with each other in achieving those purposes.
- (b) Random Testing**
- Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.6 of the Canadian Model dated October 2005 will not be applied by agreement. If applied to a worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve any imposition of random testing in accordance with the Grievance Procedure set out in Article 17 of the Collective Agreement.
- (c) Mandatory Assessment and Dispatch Conditions**
- Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.7 of the Canadian Model dated October 2005 will not be applied by agreement. If applied to a worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve any imposition of site access testing in accordance with the Grievance Procedure set out in Article 17 of the Collective Agreement.
- 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 forty cents for each hour worked - twenty-five cents effective June 5, 2005) 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 and an employee uses his own vehicle for travel to and from work, the Employer will pay forty-seven (\$0.47) cents per Kilometer traveled from the edge of the free zone 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 travelled 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 ninety-eight dollars (\$198.00) each way would be paid (increased to \$216 effective May 3, 2009). 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. 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 forty-seven (\$0.47) 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**

- (a) On jobs located beyond a Three Hundred (300) km radius to a maximum of Four Hundred and Seventy-five (475) km from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
  - (i) Pay an allowance of \$154.00 (effective May 3, 2009 increase to \$168.00) after twenty-five regularly scheduled straight time days worked (twenty days where compressed work weeks are in effect) on the job and thereafter for each subsequent Twenty-Five (25) regularly scheduled straight time days worked (twenty days where compressed work weeks are in effect) on the job.

Where the Employee accepts Employer supplied transportation he shall not be entitled to the above allowance.
  - (ii) Allow Employees Five (5) working days leave after each twenty-five regularly scheduled straight time days worked (twenty days where compressed work weeks are in effect) on the job.
- (b) On jobs located beyond a Four Hundred and Seventy-five (475) km radius from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
  - (i) Provide a negotiated transportation allowance, not to exceed scheduled air line air fare where scheduled air service is available, or pay an allowance of \$275.00 (\$300.00 effective May 3, 2009) where airline service is not available, after twenty-five regularly scheduled straight time days worked (twenty days where compressed work weeks are in effect) on the job and thereafter for each subsequent twenty-five regularly scheduled straight time days worked (twenty days where compressed work weeks are in effect) on the job.
  - (ii) Allow Employees Five (5) working days leave after each twenty-five regularly scheduled straight time days worked (twenty days where compressed work weeks are in effect) on the job.
- (c) It is further understood and agreed that the above described trips be on a rotation basis, at a time authorized in advance by the Employer and at no time more than twenty-five percent (25%) of the working force shall be on such home leave.
- (d) Where there is employer supplied weekly bus transportation the employee shall not be entitled to the above allowances, save and except that the Employee shall remain eligible for rotational leave.
- (e) Rotational Allowance will not be paid to employees who terminate their employment and are paid terminal travel allowance

- 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 \$100 per day with the following exception:

- the **Forestburg** region where the rate will be one hundred and ten dollars (\$110.00)
  - the **Swan Hills** region where the rate will be one hundred and fifteen dollars (\$115.00)
  - the **Athabasca, Hanna, Stettler, Camrose, Wainwright** and **Cold Lake** regions where the rate will be one hundred **twenty** dollars (\$120.00).
  - the **Edson, Fox Creek, Peace River** and **Red Deer** regions where the rate will be one hundred **twenty-five** dollars (\$125.00).
  - the **Grande Prairie** and **Drumheller** regions where the rate will be one hundred thirty dollars (\$130.00).
  - the **Hinton** region where the rate will be one hundred **thirty-five** dollars (\$135.00).
  - the **Fort McMurray** and **Lloydminster** regions where the rate will be one hundred **forty-five** dollars (\$145.00).
- (b) (i) Where the subsistence is insufficient to provide for reasonable room and board the Employer will provide room and board at no cost to the Employee. In such cases the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:
- (ii) Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the Business Manager of the Union may request that the Executive Director of the Alberta Building Trades Council issue a formal written request to the Coordinating Committee of Registered Employers' Organization that a Subsistence Review Committee be established. Alternatively, an Employer may request that the Coordinating Committee of Registered Employers' Organizations issue a formal written request to the Executive Director of the Alberta Building Trades Council that a Subsistence Review Committee be established. Upon formal written request the Subsistence Review

Committee shall meet within five (5) working days of such request.

- (iii) The Subsistence Review Committee will consist of one (1) representative appointed by the Alberta Building Trades Council and one (1) representative appointed by the Employers' Coordinating Committee. Neither appointee shall be directly involved with the issue at hand.

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

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

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

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

## **ARTICLE FIFTEEN - JURISDICTIONAL DISPUTES**

**15.01** If a jurisdictional dispute should arise between the Union and any other Labour organization on any job, the Employer shall make an assignment of the disputed work and the Union shall comply with this assignment pending settlement of the dispute among the parties concerned. All Jurisdictional Disputes shall be settled in accordance with the Procedural Rules stipulated in the Jurisdictional Assignment Plan of the Alberta Construction Industry.

**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** Jurisdictional disputes shall be settled under this Article and not under Article 17.00 - Grievance Procedure.

**15.04** The Employer agrees to notify the applicable Local Union of any contract awarded which will employ a significant number of employees coming within the scope of this Agreement. Either Party may call a pre-job conference prior to the commencement of such a project. It shall be the purpose of the pre-job conference to discuss issues related to manning the job.

## **ARTICLE SIXTEEN - PROHIBITION OF STRIKES OR LOCKOUTS**

**16.01** The Employer agrees that there shall be no lockout or breach of this Agreement during its term.

**16.02** The Union agrees that there shall be no strike, stoppage of work, slowdown, work to rule or other action that would stop or interfere with the Employers' operations during the term of this Agreement.

## **ARTICLE SEVENTEEN - GRIEVANCE PROCEDURE**

**17.01** A difference, may refer to a policy grievance between the Employer or Union or a grievance between the Employer and its Employees. A policy grievance shall be defined as an obligation that is alleged to arise out of the Collective Agreement and shall be adjusted as specified herein. Should any difference arise between the Employer and any of its Employees as to the interpretation, application, administration, or alleged violation of this Agreement, the aggrieved Employee shall submit their grievance in writing to the Union and to the Employer's representative on the job, within five (5) working days of the occurrence giving rise to the grievance. The Employee may request assistance of the job steward and/or business representative of the Union in submitting the grievance.

### **17.02 Pre-Arbitration Process**

- (a) If a grievance has not been resolved following the preceding steps of the Grievance Procedure, the grievance shall be referred to a Joint Grievance Panel (JGP), unless one of the parties to the grievance serves notice of an intention to bypass the JGP in favour of referring the matter directly to arbitration.
- (b) In the event a party serves notice of an intention to bypass the Joint Grievance Panel, the matter may be referred to arbitration within 10 days (excluding Saturdays, Sundays, and Statutory Holidays) of such notice being served.
- (c) Such Joint Grievance Panel will consist of two appointees of the Employer and two appointees of the Union. No person shall be appointed who has a direct

personal interest in the subject matter of the grievance, and/or has had a direct personal involvement in earlier attempts to settle the grievance. No representative of, or spokesman for the Union, or for the subject Registered Employers' Organization shall be appointed.

- (d) The Joint Grievance Panel shall hold a hearing into the matter within ten days (excluding Saturdays, Sundays, and Statutory Holidays) of being appointed and shall issue their recommendation forthwith, but in any event within three days (excluding Saturdays, Sundays, and Statutory Holidays) of the date the hearing was held.
- (e) Each of the parties shall advise the other, within five days of receipt of the recommendation (excluding Saturdays, Sundays, and Statutory Holidays), as to whether they accept or reject the recommendation.
- (f) In the event the parties to the grievance accept the recommendation of the JGP, the grievance shall accordingly be resolved, and the parties shall implement the recommendation within ten days (excluding Saturdays, Sundays, and Statutory Holidays), or in any event in accordance with such other implementation schedule as may be included in the JGP recommendations.
- (g) In the event either Party determines that it is not prepared to accept the recommendation of the JGP, either Party may then refer the matter to Arbitration within 10 days (excluding Saturdays, Sundays, and Statutory Holidays) of receipt of the JGP recommendations.
- (h) No lawyers shall be permitted to participate in the JGP proceedings

**17.03**

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

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

**17.04**

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



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

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

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

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

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

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

**17.07** The Arbitrator or Arbitration Board, shall have the power to determine all questions of arbitrability and shall issue a decision which is final and binding on all parties, and upon any Employee(s) or Employer(s) affected by it. Where both

parties have agreed, together with the Arbitrator or Arbitration Board to the procedure to be followed no appeal as to the use of that procedure shall be taken.

- 17.08** The Arbitrator or Arbitration Board shall determine his/its own procedure, but shall give full opportunity to all parties to present evidence and to make representations; the Arbitrators shall also have the power to relieve against non-compliance within time limits, or any other technicality or irregularity.
- 17.09** The Arbitrator or Arbitration Board shall determine the real issue in dispute according to the merits and make whatever disposition he/it deems just and equitable. The Arbitrator or Arbitration Board, shall also provide reasons in writing for such decision within twenty (20) days from the date of the hearing of the grievance. However, except as permitted in the next clause, the Arbitrator or Arbitration Board shall not alter, amend, change, modify, or extend the terms and/or conditions of this Collective Agreement.
- 17.10** If the Arbitrator or Arbitration Board by his/its award determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and this portion of this Collective Agreement does not contain a specific penalty for the infraction, that is the subject matter of the Arbitration, the Arbitrator or Arbitration Board may substitute/modify such penalty for the discharge or discipline as to him/it seems just and fit in all circumstances.
- 17.11** The Employer and the Union agree that the cost of the Arbitrator or Arbitration Board shall be borne by the unsuccessful party, provided always, that the cost shall be limited to the actual cost of the Arbitrator or Chairman of the Arbitration Board and the costs of each nominee to an Arbitration Board to a maximum of \$300.00 per day for each nominee.
- 17.12** Notwithstanding clause 17.10 above, the Arbitrator or Arbitration Board may exercise his/its discretion in an appropriate case to rule that the costs of the Arbitration Board or Arbitrator is shared equally.

## **ARTICLE EIGHTEEN - JOINT LABOUR MANAGEMENT COMMITTEE**

- 18.01** A Joint Labour Management Committee shall be established to attend to those matters which are of mutual interest. To ensure its effectiveness the Committee shall be separate and apart from the grievance procedure.
- 18.02** The Joint Labour Management Committee shall consist of equal representatives of labour and management. The Committee shall select a Chairman and a Secretary from the Committee and such appointments shall be held for a one (1) year term.
- 18.03** The Joint Labour Management Committee shall meet twice per year. Additional special meetings related to Health & Safety issues may be called by either party to which other affected individuals may be invited to attend. A preliminary agenda will be sent out with the notice of meetings.

## ARTICLE NINETEEN - UNION RIGHTS

**19.01** The Employer agrees to employ only members in good standing of the Union as long as the Union can supply satisfactory members in sufficient numbers to take care of the Employer's needs. If the Local Union having jurisdiction over the work cannot supply members capable of meeting the Employer's requirements the Local Union will contact the other Alberta 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. In such cases the employees so hired shall, as a condition of maintaining their employment, make an application to become member(s) of the Union before commencement of employment.

- (a) Should an Employer wish to reduce the number of employees on any job the Foreman shall notify the Job Steward and the employees will be laid off in the following sequence;
1. Traveling members from Outside of Alberta
  2. Members of Alberta Local Unions

**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**

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

- a) Where in the opinion of the Union, a job steward is deemed necessary; a working journeyman shall be appointed steward by the Business Manager of the Union or his representative. In addition to their work as a Journeyman the Steward shall be permitted during working hours to perform such of their union duties as cannot be performed at other times.
- b) In the event an Employer establishes additional shifts the Business Manager of the Union or their representative will appoint a Job Steward for that shift(s). The Steward will assist in having injured workers

promptly taken care of and where necessary (at the direction of the Superintendent or Foreman) may accompany them to their homes or hospital as the case may require, without loss of time. They shall report the injury to the proper Officers of the Union.

- c) The Business Representative shall be notified of the reason if a Job Steward is discharged. The Business Representative shall inform the employer of the appointments of all Job Stewards.
- d) Under no circumstances shall Job Stewards or any employee make any arrangements with the Foreman or Management or vice versa, that will change or conflict in any way with any section or terms of this Agreement without approval of the Business Representative and the Employer and Registered Employers' Organization.
- e) Providing the job steward for a project is qualified and capable of performing the remaining work on the site, the steward shall be among the last five workers (excluding foremen) that may remain at the end of a project.
- f) Stewards will be notified of all scheduled lay-offs or terminations prior to the employee receiving notice of same. A lay-off or termination will not be deemed to be invalid for failure to comply with this clause.

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

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

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

In addition to union dues, Local 1 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. 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** 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  
904, 10050 - 112 Street  
Edmonton, Alberta  
T5K 2J1**

- (b) In addition to the contributions stipulated in (a) above two and one-half cents (2.5¢) per hour worked, shall be forwarded to Construction Labour Relations at 2725 – 12<sup>th</sup> 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 - SPECIAL PROJECTS CLAUSE**

- 22.01** On special multi-trade projects, (jobs in excess of one million dollars) upon request of either party, the affected unions and the affected contractors shall appoint representatives to a committee (including an official from the Alberta Building Trades Council and an official from the Construction Labour Relations - an Alberta Association). This committee may agree to recommend modification to provisions of the agreement to provide for greater uniformity and/or conditions unique to the special needs of the project prior to job commencement.

Any modifications to the agreement prior to implementation shall first be ratified by the Signatory Contractors and the Unions within the time limits established by the Committee.

**ARTICLE TWENTY-THREE - FILING COPIES**

- 23.01** 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-FOUR - SAVING CLAUSE**

- 24.01** 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-FIVE - WAGE BOND**

**25.01** 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 \_\_\_\_\_, 2007,

at Edmonton, Alberta

CONSTRUCTION LABOUR RELATIONS -  
AN ALBERTA ASSOCIATION -  
BRICKLAYERS (PROVINCIAL)  
TRADE DIVISION

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)