

**BRICKLAYERS  
PROVINCIAL COLLECTIVE CONSTRUCTION  
AND  
MAINTENANCE AGREEMENT**

**01 May 2023 TO 30 APRIL 2026**

**BETWEEN MASONRY CONTRACTORS  
ASSOCIATION OF ALBERTA**

**AND**

**THE INTERNATIONAL UNION OF  
BRICKLAYERS & ALLIED CRAFTWORKERS  
LOCAL UNION #1 ALBERTA**

# **BRICKLAYERS PROVINCIAL COLLECTIVE AGREEMENT**

**This Agreement entered into this 1st of May 2023**

**Between:**

**The Masonry Contractors Association of Alberta, as agent for and on behalf of all those member employers and those other employers who are bound by this Agreement under the scope and operation of Registration Certificate No. 66 as issued to the Association by the Labour Relations Board and those employers who may hereafter be included within the scope and operation of the said Registration Certificate, for all work covered by said scope Registration Certificate.**

**Together with:**

**Such other employers for whom the above noted Association may subsequently establish the right to bargain collectively in this bargaining unit and any other employer who may execute an acceptance of the terms and provisions of this Agreement (of which employers are hereinafter referred to individually as the Employer and collectively as the Employers):**

**Party of the First part**

**-And-**

**Local Union 1, Alberta  
and its members of the International Union of Bricklayers and Allied Craftworkers (Which the Local Union is hereafter referred to as "The Union"):  
Party of the Second part**

**WITNESSTH:**

The parties hereto have bargain together collectively and do hereby agree as follows:

# BRICKLAYERS PROVINCIAL CONSTRUCTION & MAINTENANCE AGREEMENT

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## **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, waste, expense and avoidable and unnecessary delays in construction and repair work, to establish and maintain reasonable standards of workmanship for the protection of the public and the encouragement of Union Construction, Maintenance and Repair.
- 1.02 It is the intention of the Parties hereto to work together to promote the long-term best interest of the Union Masonry Construction, Maintenance & Repair and to limit exception to this Agreement during its term to the smallest number possible.

## **ARTICLE TWO – SCOPE & GEOGRAPHICAL JURISDICTION**

- 2.01 For each individual Employer with a bargaining relationship with the signatory Union, the scope of this Agreement shall apply within the Province of Alberta and the District of the MacKenzie in the Northwest Territories.
- 2.02 The territorial jurisdiction of the Local Union will be the entire province of Alberta, including the District of MacKenzie in the Northwest Territories.

For the purpose of Pension contributions and dispatching members to job sites, the following will apply:

Local 1 Northern Alberta members will be those members whose residence is located North of the boundary of Township 38, and the width of the Province, including the District of MacKenzie in the Northwest Territories.

Local 1 Southern Alberta members will be those members whose residence is located South of the North boundary of Township 38, and the width of the Province; to the Canadian/American border.

- 2.03 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 representative of the parties to this Agreement. If no Agreement is reached, this Collective Agreement shall apply.
- 2.04 This Agreement shall cover the preparation, cutting and/or installation of all masonry materials whether natural or man-made, the preparation and installation of prefabricated unit masonry panels, the cutting of all joints and the pointing, cleaning and water proofing of masonry work, operating forklifts, mixing materials, operating of platform scaffolding, scissor lifts and man lifts, tending, installation of vapor barriers, and the installation of all anchoring systems related to masonry materials.

### **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 Masonry Contractors Association of Alberta as the sole bargaining agent for all Employers covered by this Agreement.

### **ARTICLE FOUR – DURATION OF AGREEMENT**

- 4.01 **Effective Date**  
This Agreement shall be in full force and effect from the 1<sup>st</sup> day of May, 2023 up to and including the 30<sup>th</sup> day of April, 2026 and thereafter it shall be renewed from year to year, unless notice for change or termination is given as set forth below.
- 4.02 **Change or Termination**  
Either party of this Agreement may, not less than sixty (60) days and not more than one hundred and 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 its revision, renewal or replacement. If notice to terminate has been given by either party, the Agreement shall expire on its expiry date listed in Article 4.01. If no notice to terminate is given, but notice to negotiate the revisions has been given, this Agreement shall remain in full force and effect up to the date that the Union or Employer commences a lawful strike or lockout.
- 4.03 Notwithstanding Article 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 Article 4.01 above.

## ARTICLE FIVE – WAGES

5.01 (a): The minimum wage rate, health and welfare pension, and holiday and vacation pay for hours worked by Journeymen covered by this Agreement shall be:

Rates for Journeyman Bricklayer:

Date	Hourly Net Rate of pay	Holiday & Vacation	Health & Welfare	Pension	Hourly Gross Rate of pay
May 1, 2023	\$41.95	\$4.20	\$1.85	\$3.50	\$51.50
May 1, 2024	\$42.89	\$4.29	\$1.85	\$3.50	\$52.53
May 1, 2025	\$43.85	\$4.39	\$1.85	\$3.50	\$53.59
**May 1, 2025**	\$45.04	\$4.50	\$1.85	\$3.50	\$54.89

Rates for Probationary Apprentice:

Date	Hourly Net Rate of pay	Holiday & Vacation	Health & Welfare	Pension	Hourly Gross Rate of pay
May 1, 2023	\$23.07	\$2.31	\$1.85	\$1.93	\$29.16
May 1, 2024	\$23.59	\$2.36	\$1.85	\$1.93	\$29.73
May 1, 2025	\$24.12	\$2.41	\$1.85	\$1.93	\$30.31
**May 1, 2025**	\$24.77	\$2.48	\$1.85	\$1.93	\$31.03

Rates for First Year Apprentice:

Date	Hourly Net Rate of pay	Holiday & Vacation	Health & Welfare	Pension	Hourly Gross Rate of pay
May 1, 2023	\$25.17	\$2.52	\$1.85	\$2.10	\$31.64
May 1, 2024	\$25.73	\$2.57	\$1.85	\$2.10	\$32.25
May 1, 2025	\$26.31	\$2.63	\$1.85	\$2.10	\$32.89
**May 1, 2025**	\$27.02	\$2.70	\$1.85	\$2.10	\$33.67

Rates for Second Year Apprentice:

Date	Hourly Net Rate of pay	Holiday & Vacation	Health & Welfare	Pension	Hourly Gross Rate of pay
May 1, 2023	\$33.56	\$3.36	\$1.85	\$2.80	\$41.57
May 1, 2024	\$34.31	\$3.43	\$1.85	\$2.80	\$42.39
May 1, 2025	\$35.08	\$3.51	\$1.85	\$2.80	\$43.24
**May 1, 2025**	\$36.03	\$3.60	\$1.85	\$2.80	\$44.28

Rates for Third Year Apprentice:

Date	Hourly Net Rate of pay	Holiday & Vacation	Health & Welfare	Pension	Hourly Gross Rate of pay
May 1, 2023	\$37.76	\$3.78	\$1.85	\$3.15	\$46.54
May 1, 2024	\$38.60	\$3.86	\$1.85	\$3.15	\$47.46
May 1, 2025	\$39.47	\$3.95	\$1.85	\$3.15	\$48.42
**May 1, 2025**	\$40.54	\$4.05	\$1.85	\$3.15	\$49.59

Organizing Incentive Payments to Union:

In recognition of: (1) the shared objective of the Union and those members of the Masonry Contractor Association of Alberta remitting to the Industry Advancement Fund (IAF) to work collaboratively to advance Unionized Masonry Market Share; and (2) the Union’s acknowledgement and agreement to make every effort to organize those firms operating as Masonry Contractors who have no bargaining relationship, the Masonry Contractor Association of Alberta agrees to pay to the Union’s Training & Apprenticeship Fund the applicable lump-sum incentive payment set out in the following “Organizing Incentive Payments to Union” table (solely out of contributions from IAF remittances), based on the threshold reached by the Union in the applicable threshold year, if any, which shall consist of twelve (12) months running from May 1 to April 30 of the following year inclusive (the “Threshold Year”). Threshold payments are non-cumulative in any given Threshold Year. For clarity, the Union will only be eligible for either Threshold 1, or Threshold 2, if any, in a given Threshold Year.

Payment Date	Threshold Year	Threshold 1: 1 new signatory contractor	Threshold 2: 2+ new signatory contractors and a minimum of 25 added Union Members
May 30 <sup>th</sup> , 2024	May 1, 2023 to April 30, 2024	\$500 per Union Member added	\$1,000 per Union member added
May 30 <sup>th</sup> , 2025	May 1, 2024 to April 30, 2025	\$500 per Union Member added	\$1,000 per Union member added
May 30 <sup>th</sup> , 2026	May 1, 2025 to April 30, 2026	\$500 per Union Member added	\$1,000 per Union member added

The Union will provide the Masonry Contractors Association of Alberta with adequate proof of registration of membership and new signatory contractors in order to confirm whether a threshold has been met for the purpose of this Article 5.01(a) and for determining the amount payable Union’s Training & Apprenticeship Fund.

Furthermore, if the Union’s organizing activities reach Threshold 2 (two or more signatory contractors and a minimum of 25 added Union members) before May 1, 2025, the wage rates payable to employees by their Employer will be adjusted commencing May 1, 2025 to reflect a 4.5% increase from the prior year, and the adjusted wage rates indicated in the Date row “\*\*May 1, 2025\*\*” in each table will apply. For clarity, if Threshold 2 is not met prior to May 1, 2025, then the wage rates indicated in Date row “May 1, 2025” in each table will apply.

5.01 (c): Pension contributions for Journeymen and Apprentices shall be as follows in the Alberta Pension Plan:

		*Northern Members	**Southern Members
Journeyman	100%	\$3.00 + \$0.50 = \$3.50	\$3.50
3 <sup>rd</sup> year Apprentice	90%	\$2.65 + \$0.50 = \$3.15	\$3.15
2 <sup>nd</sup> year Apprentice	80%	\$2.30 + \$0.50 = \$2.80	\$2.80
1 <sup>st</sup> year Apprentice	60%	\$1.60 + \$0.50 = \$2.10	\$2.10
Probationary Apprentice	55%	\$1.43 + \$0.50 = \$1.93	\$1.93

\*Note: For the Northern Members pension contributions, for Journeymen and Apprentices, the full fifty cents (\$0.50) will be remitted to the Bricklayers and Trowel Trades International Pension Fund.

\*\*Note: For Southern Apprentices, the contributions will be remitted into the Alberta and Saskatchewan Pension Plan.

5.02 The minimum wage rate for probationary Apprentices shall be fifty-five percent (55%) of the minimum Journeyman rate of pay.

A probationary Apprentice is an employee with less than 120 days trade experience. The Employer shall notify the Union upon commencement of employment of probationary Apprentices.

5.03 The minimum wage rate 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 of pay;

(ii) during second period (minimum 1600 hours), not less than eighty percent (80%) of the minimum Journeyman rate of pay;

(iii) during third period \* (minimum 1600 hours), not less than ninety percent (90%) of the minimum Journeyman rate of pay.

\*And until issued with a Journeyman Certificate by the Apprenticeship Board

(iv) Improvers

If a newly ticketed Journeyman is unable to command the wage in the area they may be classified as an Improver and will be paid at third year Apprentice rates including benefits up to a maximum of 1,000 (one thousand) hours worked.

To be classified as an improver the following conditions will prevail.

1. The Member has to agree with the temporary classification.
2. The member will be performing the duties of a journeyman Bricklayer



3. Improver status must be approved between the Union and contractors at Joint Labour Management meeting.
- 5.04 When a working Foreman is appointed, he or she shall be a Journeyman and a member or applicant in good standing with the Local Union.
- 5.05(a) The wages of a working Foreman with five (5) or more people under their supervision (including Labourers) shall not be less than four dollars (\$4.00) per hour, above the regular Journeyman's rate.
- 5.05(b) The wages for a Lead Hand Foreman with 5 (five) or less people under their supervision (including Labourers) shall not be less than three dollars (\$3.00) per hour above the regular Journeyman's rate.
- 5.06 On Industrial sites where the Building Trades Council has secured agreements, an industrial rate of two dollars and fifty cents (\$2.50) per hour over the rate of pay will be paid.
- 5.07 Any contributions to Fringe Benefit Plans specified in section 5.01 above which are discontinued will be added back into the base rate in such a way that the overall Gross Hourly Wage remains unchanged.
- 5.08 Probationary Employees
  - (a) The Employer may hire a Probationary Employee(s) for up to one hundred and twenty (120) calendar days, during which time the Employer retains the unfettered right to determine such employee's wage scale and to evaluate the employee for suitability for continued employment. In no case shall the wage scale fall below 55% (fifty-five percent) of the Journeyman wage rate.
  - (b) A Probationary Employee may be dismissed, discharged, or laid off during the one hundred and twenty (120) day probationary period, without notice, and will not be the subject of a grievance or arbitration pursuant to Article 15 or otherwise. The suitability of a Probationary Employee shall be determined by the Employer; however, the Employer shall not act in a manner which is arbitrary, discriminatory, or in bad faith.
  - (c) It is agreed that there will be no Union initiation or membership fees for any Probationary Employee(s) for the term of this Agreement. Employer contributions, pursuant to Article 23.01 or otherwise, shall not be payable on the behalf of the Probationary Employee(s). In the event the Employer retains the Probationary Employee(s) for more than one hundred and twenty (120) working days, the Employer will provide the appropriate forms for Union membership; however, it is the Union's responsibility to ensure the employee becomes a member of the Union.

## **ARTICLE SIX – PAYMENT OF WAGES**

- 6.01 Wages shall be paid no more infrequently than every second 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 shall be held back. New employees may request an advance in pay on the second (2<sup>nd</sup>) Friday of employment for hours worked during the first week of employment. This advance will be deducted from their first regular pay cheque.
- 6.02 When an employee is terminated, he or she shall be paid all the monies due to him or her by mail or by the normal payment method utilized by that Employer on the working day following the day employment is terminated.
- 6.03 The Apprentice Book, EI separation slip, and/or any other papers in the Employer's possession shall be mailed to the member on the working day following termination. A paper copy of his or her separation slip will be provided at the employee's request.
- 6.04 When an employee is laid off or voluntarily terminates, one (1) hour's notice shall be given or one (1) hour's pay provided or forfeited in lieu of notice. No notice is required when an employee is terminated for cause.

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

- 7.01 Nothing herein shall be construed as establishing a guarantee of hours per day or per week.
- 7.02 Except as otherwise herein set forth, the regular hours of work shall be eight (8) hours per day, Monday to Friday inclusive.
- 7.03 The regular work week shall be forty (40) hours per week, except as elsewhere herein set forth.
- 7.04 Hours of work  
Except as otherwise herein set forth, the regular shift shall be worked between the hours of 8:00 AM and 4:30 PM., Monday to Friday inclusive. However, where site conditions dictate, the regular starting time may be deviated from up two hours in either direction, when employees are notified by the preceding day.
- 7.05 Non-Standard Shifts  
Where required or dictated by the special project and to provide more employment and reduce scheduled overtime, non-standard shifts may be scheduled and shall be worked at regular straight time rates, provided that the Union is informed of the nonstandard shifts. These non-standard shifts are subject to 7.02, 7.03, 7.07 and 7.08 of this Article.
- 7.05(b) Hours of Work Averaging Arrangement  
An Employer may schedule the regular work week in four (4) consecutive (10) hour days, at straight time rates, provided only that the four (4) ten (10) hour days are scheduled during the Monday through Friday. with shift hours set by the Employer. In the event of this schedule only those hours worked in excess of 44 in a week will be paid at the overtime rates.  
Any overtime requested by the Employer after 40 hours per week is voluntary and worked at the

Employees discretion and with immunity from any Employer Policy or otherwise.

For clarity there will be no changes to the calculations of any Benefits which shall be given the broadest possible definition or other emoluments.

7.05(b.1) An Hours of Work Averaging Agreement (HWAA, formerly referred to as a compressed work week) other than that provided at Article 7.05(b) may be agreed to between the Employer and the Union, and will be documented in a pre-job agreement, or at any time during a project with mutual agreement between the Union and the Employer.

7.06 Maintenance, Alterations and Renovations

Where the conditions of the job are such that maintenance, alterations or renovations work must be carried out on occupied premises, then the work may be done at regular straight time rates during any hours which may be necessary for the completion of the job, provided that the Union is informed of the shifts in question. This clause is subject to 7.03, 7.07 and 7.08 of this Article.

7.07 Lunch Period

(a) Normally a non-paid lunch break of either one half (1/2) hour or one (1) hour 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. Breaks will be taken at mid-shift.

7.08 Overtime Hours and Overtime Rates

(a) All work hours in excess of the regular hours of work must be approved by the Employer in advance and will be worked at the employee's discretion with immunity from any Employer's policy or otherwise.

Except as expressly set out in Articles 7.05 and 7.05(b) or pursuant to an HWAA under Article 7.05(c), Employees will be paid overtime for all hours worked in excess of the greater of eight (8) hours per day or forty-four (44) hours per week.

These conditions will not be recognized when a legal and recognized holiday as per Article 8.01 is in effect.

For clarity, there will be no changes to the calculations of any Benefits, which shall be given the broadest possible definition or other emoluments.

(b) All overtime worked Monday to Saturday inclusive shall be paid at one and one-half times (1½x) the employee's regular straight-time rate of pay plus holiday pay.

(c) All overtime worked on Sunday or Statutory holidays, shall be paid at double time (2x) the employee net rate of pay plus holiday pay.

- 7.09 Where it is intended that at least one (1) hour of overtime will be worked, or in all cases scheduled overtime, a ten (10) minute break will be allowed following the end of the regular shift.
- 7.10 **Make-up time on Out of town Jobs**  
On work where the provision of Article 12 “Transportation and Board & Room” apply, if time is lost during the week Monday to Friday inclusive, the employee may elect, with consent of the Employer, to make up the time lost on Saturday and/or Friday at straight time rates up to a maximum of forty (40) hours a week. No employee shall be discriminated against for not working the make-up time.
- 7.11 **Excusable Absences**  
All overtime hours per the work week will be payable if the scheduled straight time hours and overtime hours are worked as per the work week schedule, excluding excusable absences hours missed. If scheduled straight time hours are missed due to unexcused absences the employee must work their straight time hours scheduled before overtime hours are earned.
- 7.12 **Banked Hours**  
By mutual agreement between the Employer and the Union, the Employer may provide, and the employee may take, either wholly or partly, time off with pay in place of overtime pay for overtime hours worked, as defined under this Agreement. Time off with pay is banked at a rate of one (1) hour for each overtime hour worked. The time off with pay in place of overtime pay shall be provided, taken and paid at the regular rate of wages at a time that the employee could have worked and received wages from the Employer. The time off with pay shall be provided, taken and paid within six (6) months of the end of the pay period in which it was earned, failing which the employee shall be paid overtime pay at the applicable overtime rate set out at Article 7.08(b) or 7.08(c). Employees will be required to give two (2) weeks written notice of request for time off, to be decided by a mutual agreement. In the event of termination of employment, any accrued by unused banked hours shall be paid out at the applicable overtime rate. Remittances to the Health and Welfare Plan and Pension Plan shall be made when the banked hours are paid by the Employer to the employee.

## **ARTICLE EIGHT – HOLIDAYS AND VACATIONS**

8.01 The twelve (12) legal and recognized holidays (Statutory Holidays) shall be:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
First Monday of August	Truth and Reconciliation Day

Should an additional general holiday be proclaimed by the Federal or Provincial Government, it shall be deemed to be a Statutory Holiday for purposes of this Agreement.

All Statutory Holidays shall be observed on the calendar day they fall; except when Canada Day falls on a Sunday, it shall be observed on July 2, and when Christmas Day falls on a Saturday or Sunday, it shall be observed on the following Monday.

8.02 Vacation pay and pay for a recognized holiday shall be credited to the employee at the percentage of the basic pay as set forth below. Basic pay shall be defined as the total dollar sum of all hours earned, multiplied by the applicable net straight-time hourly rate (ie: exclusive of the employee benefit and other fund contributions) (except the pension shall be as calculated in Article 10.02) the applicable percentage shall be:

- (a) vacation pay at six percent (6%) basic pay;
- (b) recognized holiday pay at four percent (4%) 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 Local residents who are Union members or who become applicant Union members may have a preference for employment.

9.02 A Local Resident is defined as any person who has established a place of residence within a fifty (50) kilometre radius of the project involved, except those whose accommodation is provided and/or paid for by the Employer under Article 12.

9.03 The Employer is entitled to deem that all persons applying for employment at a project located outside the Free Travel Zone and representing themselves as Local Residents are bona fide local residents, after verification by the Local Union.

9.04 Local residents shall not be entitled to transportation, travel allowance, board and room or camp accommodation unless inclement weather prevails which prevents the employee from traveling back to his or her place of residence. If this condition prevails, the employee will be entitled to room and board as per Article 12.06.

## **ARTICLE TEN – HEALTH AND WELFARE & PENSION**

### 10.01 Health & Welfare

The Employer shall contribute the amount of Health and Welfare contributions specified in Article 5.01 for each hour worked by all employees (whether Union or non Union) in any job classification under this Agreement, to the trustees of the “Bricklayers and Allied Craftworkers Insurance Benefit Trust Fund of Alberta and Saskatchewan”. These monies will be paid in accordance with the following stipulations:

- (1) Monies payable in any given month will be remitted to the Trustees of the Insurance Benefit Fund by the fifteenth (15th) day of the next month.
- (2) 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.
- (3) For those employees working under the scope of this Collective Agreement who are not Northern or Southern members of Local #1 Alberta and are working in Alberta under travel cards from another Canadian jurisdiction (“travel card employees”), the contributions made on behalf of those travel card employees to the Health & Welfare Fund by the Employer will be reciprocated by the Alberta and Saskatchewan Health & Welfare Fund to the Trustees of the health & welfare fund which operates in the jurisdiction of the home local of the travel card employees. The travel card member must sign a Reciprocal Agreement form to have his contributions transmitted back to his Home Fund. If there is no reciprocal agreement in effect, then such contributions will remain with the Alberta and Saskatchewan Health & Welfare Fund.

### 10.02 Pension Plan

The Employer shall contribute the amount of Pension contributions specified in Article 5.01 for each hour worked by each Employee covered by this Agreement and shall remit such contributions to the Bricklayers and Allied Craftworkers Pension Fund of Alberta and Saskatchewan, 10154 - 108 Street Edmonton, Alberta, T5J-1L3 together with an Employer report form provided for this purpose. For clarity, contributions made on all overtime hours shall be calculated at a rate of one (1) hour for each overtime hour worked.

For members of Local 1 Southern and for those employees working under the scope of this Collective Agreement who are members of the Saskatchewan Local of the Union working in Alberta on travel cards, the full pension contributions will be paid to the Alberta and Saskatchewan plan. For members from Local 1 (Northern), contributions of \$3.00 per hour will be paid to the Bricklayers and Allied Craftworkers Pension Trust Fund of Alberta and Saskatchewan., and 0.50¢ (fifty cents) shall be paid and contributed for all the hours worked by the Union members of Local 1 into the International Union of Bricklayers and Allied Craftworkers Pension Plan. For members from Local 1 working outside their jurisdiction in Alberta, monies will be paid as per Local 1 contributions.

Note: Refer to Article 5 regarding prorating for Apprentice contributions.

For those employees working under the scope of this Collective Agreement who are not members of Local 1 Alberta, and are working in Alberta under travel cards from another Canadian jurisdiction (“travel card employees”), the contributions made on behalf of those travel

card employees to the Alberta and Saskatchewan Plan by the Employer will be reciprocated by the Alberta and Saskatchewan Plan to the Trustees of the pension fund which operates in the jurisdiction of the home local of the travel card employees. The travel card member must sign a Reciprocal Agreement form to have his contributions transmitted back to his Home Fund. If there is no reciprocal agreement in effect, then such contributions will remain with the Alberta and Saskatchewan Plan.

The parties agree that the trust agreement between the Alberta Signatory Locals and the Saskatchewan Signatory Local of the International Union of Bricklayers and Allied Craftworkers, the Masonry Contractors Association of Alberta and Construction Labour Relations Association of Saskatchewan, which constitutes the Alberta and Saskatchewan plan referred to in this Article together with any and all amendments and future amendments of the said trust agreement is hereby incorporated by references into and becomes part of this Collective Agreement and is binding upon each Employer bound by this Agreement as though such Employer had executed the trust agreement and any and all amendments hereto.

#### 10.03 Liability of Employer

The liability of the Employer with regard to the above noted Health and Welfare Fund and the Alberta and Saskatchewan Pension plan is strictly limited to the remittance of the contributions noted above.

#### 10.04 Funds 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.

- (1) The annual summary of the pension portfolio;
- (2) The annual Cost Certificate;
- (3) All audited Financial statements;
- (4) The annual Administrator's reports.
- (5) If, under the Trust Agreement for the Health and Welfare Fund or the Alberta and Saskatchewan Pension plan, the Board of Trustees are entitled to carry out a review or audit of the payroll records of an employer, the Employer shall make available to the Trustees, or the person who is conducting the review of the payroll records on behalf of the Trustees, sufficient information regarding each Employee covered by this Agreement which will allow the payroll review or audit to be carried out by or on behalf of the Trustees upon Trustees consultation with Joint Labour Management.

#### 10.05 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 an interest charge on late remittances prescribed by the Board of Trustees.

- 10.06 Where an employee performs work that would require the Employer to contribute hourly contributions to the Health and Welfare Fund and Alberta and Saskatchewan Pension Plan Trusts, at such an hourly contribution rate as may from time to time be applicable in the Collective Agreement as is referred to herein, then the Employer shall keep such an amount separate and apart from his or her own monies and shall be deemed to hold the sum so deducted in trust for the Trustees of each Trust Fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer any amount equal to the amount that is owed to each Trust Fund by an employer on whose behalf Employees have performed work entitling them to receive contributions to each Trust Fund as is herein provided for, is held in trust for the Trustees of such Trust Fund and such contributions shall be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.
- 10.07 Effective the date a worker reaches the maximum contribution age defined by the applicable pension plan (currently 71 years of age), all wage amounts allocated to pension (currently \$3.50) will be added to the worker's base pay. This will be shown as a separate line item on the employee's pay stub.

## **ARTICLE ELEVEN – WORKING CONDITIONS**

- 11.01 The Employer shall attempt to ensure that the General Contractor will provide suitable and enclosed sanitary facilities complete with toilet tissue.
- 11.02 Where a lockup room is not provided, a lock-box shall be provided. On jobs of four (4) weeks' duration and with more than three (3) bricklayers employed, a heated sanitary area for the purpose of eating lunch shall be provided during winter conditions.
- 11.03 Cool drinking water in approved sanitary containers shall be provided where same is not available from taps.
- 11.04 It is understood that the Employer shall provide the following necessary equipment to his or her employees on the job:
- All scaffolding, special power driven tools, a suitable lock-up box and special tools and equipment other than all of the regular hand tools of the masonry trade, personal clothing, boots, gloves and hard hats.
- 11.05 The Employer shall supply safety glasses for all work requiring eye protection and water-proof gloves and apron for all work on wet saws.
- 11.06 Safety Conditions
- (a) Any refusal of employees to conform to health and safety regulations, after being duly warned shall be sufficient cause for dismissal.
- (b) 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 or her duties with the Committee in appointing an employee to participate. The Union Steward shall first be offered the position on the committee.



- (c) All safety equipment and protective clothing required pursuant to any applicable Legislation and or client regulations shall be supplied and maintained by the Employer.

This does not include basic PPE, which are supplied and maintained by the employee, such as safety boots, hi-vis vests, and hard hats, except in situations where colour coded or specialized PPE are required by the client's regulations.

- (d) Complaints of non-compliance with the Occupational Health and Safety regulations shall be processed under the provision of the Act and NOT under the Grievance and arbitration procedures of this Agreement.

11.07 All saws for masonry work shall be supplied by the Employer and operated by a journeyman or apprentice. No apprentice shall be kept on the saw for more than one (1) week at a time in any one (1) month period.

11.08 When material weighing in excess of forty-five (45) pounds is being set continuously over periods exceeding thirty (30) minutes, such material will require two (2) or more people.

11.09 Transportation

Effective May 1, 2024, Employers will pay to employees \$7.00 (seven dollars) per day to recognize possible costs for parking, transit, or organizing transportation for projects, when working within the Mapped Area (attached as Schedule 1). The employee needs to work a minimum eight (8) hour shift to qualify for such payment, and such payment will be a taxable benefit to the employee. The Union and the Employer agrees that if the Employer provides transportation for its employees, this section 11.09 shall not apply.

## **ARTICLE TWELVE – TRANSPORTATION, BOARD & ROOM AND TRAVEL TIME**

12.01 Free Zone

A thirty (30) kilometer Free Zone shall be established from the City Limits of each city containing a local hiring hall location where no travel time, transportation or room and board shall be provided.

12.02 Transportation

Beyond the thirty (30) kilometer Free Zone, the Employer shall supply transportation or, at his or her option, pay sixty-five cents (0.65¢) per kilometer vehicle allowance to each employee using his or her own vehicle beyond the Free Zone. The above shall apply on each road trip the employee makes to the job site and each trip back measured by road mileage from the shortest, most reasonable possible route.

12.03 Local Residents

Shall not be eligible for transportation, travel time, board and room, or allowance in lieu therefore, as set forth in this Article, unless conditions prevail as in Article 9.04 of this Agreement

12.04 Travel Time

Travel time at the rate of one (1) hour per ninety (90) kilometers on a pro-rata basis shall be paid from the thirty (30) kilometers from the City limits to the job site and return, and shall be measured by road mileage by the shortest, reasonable possible route.

12.05 In order to qualify for the travel time to the job, an employee must be employed a minimum of fifteen (15) calendar days on site or until laid off or the completion of the job, whichever occurs first. In order to qualify for travel time from the job, an employee must be employed on site for a minimum of thirty (30) days or until laid off or the completion of the job, whichever occurs first. Consideration will be given to waiving the above stipulation for compassionate reasons.

12.06 Board & Room

(a) On Jobs where the employee does not return home nightly, the Employer shall provide, at his or her option.

i) Lodging in a suitable lodging establishment paid for by the Employer, OR

ii) An allowance to each employee sufficient to cover the cost of lodging in a suitable lodging establishment,

-AND-

(b) The Employer shall supply each employee with an adequate allowance for daily meals.

(c) With respect to suitable board and room, it is agreed that no more than two people will be required to be lodged in one room.

(d) On jobs lasting longer than thirty (30) calendar days, the employee shall receive return transportation and travel time allowances.

(e) No employee will be out of pocket for legitimate room and board costs.

(f) When an Employee is directed or dispatched to work on an out-of-town job, which will last at least five (5) days, the Employer will provide, on a seven (7) days per week basis; or days when the job is shut down:

i) Camp accommodations; or

ii) Suitable room and board as set out in this Agreement between the parties hereto; or

iii) Subsistence allowance; or

iv) Km's and Travel to the Local hiring hall and back to site when work resumes.

(g) Unexcused Employees failing to report for work on the work day immediately preceding and following a week-end or Statutory Holiday will receive the above for days worked only.

12.07 Where lodging is not within reasonable walking distance to the job site, the Employer shall supply transportation or the vehicle allowance referred to in Article 12.02 above.

12.08 On out-of-town jobs if an employee absents them self from his or her daily work or is continually late when work is available other than for unavoidable causes, he or she shall not be entitled to Board and Room for that day or days, which he or she shall be informed of at the time of the infraction(s).

- 12.09 On out-of-town jobs, an employee may forfeit the right to his or her return expenses if the conditions described in Article 12.08 persist for more than two (2) consecutive regular working days excluding Saturdays and Sundays.
- 12.10 The guiding principle shall be that no employee will suffer financial loss if the allowances stated in Article 12.06 above do not cover his or her legitimate expenses.

### **ARTICLE THIRTEEN – JURISDICTIONAL DISPUTES**

- 13.01 In the event that a Union not signatory to this Agreement claims Jurisdiction over any work obtained by the Employer, the Employer will assign work to the signatory Union(s) to the extent that they can supply qualified workers.
- 13.02 The Union shall not permit any of its members to engage in any interruption in the progress of the work nor to engage in any work stoppage as a result of a dispute. The Union shall not establish picket lines for the purpose of influencing the settlement of the dispute.
- 13.03 Jurisdictional disputes shall not be settled under Article 15.00 Grievance Procedure.

### **ARTICLE FOURTEEN – PROHIBITION OF STRIKES OR LOCKOUTS**

- 14.01 The Employer agrees that there be no lockout or breach of this Agreement during its term.
- 14.02 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 Employer's operations during the term of this Agreement.

### **ARTICLE FIFTEEN – GRIEVANCE PROCEDURE**

- 15.01 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.
- 15.02 Either the Union or the Employer may institute a grievance under the terms of this Agreement but must do so within fourteen (14) days (excluding Saturdays, Sundays and Holidays) of the initial occurrence of the incident on which the complaint is based or the time that the alleged violation comes to the attention of either party. If they fail to settle same within ten (10) calendar days, the parties may proceed under 15.04.
- 15.03 An aggrieved employee shall submit his or her complaint within the time limits noted above to the Steward or representative of the Union who shall endeavor to settle the complaint between the employee and his or her immediate supervisor.
- 15.04 If the complaint is not settled under Article 15.02 above, it may be referred to the Masonry Contractors Association of Alberta and the Business Manager of the Union and/or Business Representative who shall attempt as settlement within five (5) days (excluding Saturdays, Sundays and Holidays).

Grievance presented in Article 15.04 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.

- 15.05 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 five (5) days (excluding Saturdays, Sundays and Holidays) following the completion of the preceding step.
- 15.06 Each party shall appoint one (1) member as its representative on the Arbitration Board within five (5) days (excluding Saturdays, Sundays and Holidays) of such notice. The two (2) members appointed shall endeavor to select an independent Chairman, excepting the parties may mutually agree that the arbitration shall be by way of a single arbitrator.
- 15.07 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 Director of Mediation Services to select a Chairman.
- 15.08 The Arbitration Board shall not change, modify or alter any of the terms of this Agreement. All differences submitted shall present an arbitrary 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.
- 15.09 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 both parties.
- 15.10 Each party to the difference shall bare the expenses of its respective nominee to the Arbitration Board and the two (2) parties shall bare equally the expenses of the Chairman.
- 15.11 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 SIXTEEN – JOINT LABOUR MANAGEMENT COMMITTEE**

- 16.01 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.
- 16.02 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 the term of this Agreement.

- 16.03 The Joint Labour Management Committee shall meet twice per year. Additional meetings 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.
- 16.04 Both the Employers and the Union will endeavor to appoint persons to the committee who were actively involved in the last negotiations.
- 16.05 The Union and Masonry Contractors Association of Alberta shall meet at least twice annually as Joint Labour Management to review and discuss organizing activities in both North and South Territories, as well as discuss market conditions, enabling, Improver qualifications and/or any other subject that will advance Unionized Masonry Market Share. The Union and Masonry Contractors Association of Alberta agree to make every effort (and seek necessary counsel) to organize those Firms operating as Masonry Contractors who have no bargaining relationship. The Union shall provide a detailed quarterly report on efforts to organize Masonry Contractors Association of Alberta who have no bargaining relationship in the Province of Alberta, as well as initiatives taken to advance the masonry industry, which could affect the contractors signatory to this Agreement.

## **ARTICLE SEVENTEEN – UNION RIGHTS**

- 17.01 Employees shall not be discriminated against for demanding their rights under this Agreement.
- 17.02 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 cannot supply members within forty-eight (48) hours after the request, exclusive of Saturdays, Sundays and Holidays or days in lieu thereof, the Employer may obtain employees elsewhere.
- 17.03 Hiring
- (a) Regular employees may be transferred from job to job by their Employer. A “regular employee” is defined as one who is actually working for that Employer or who is on temporary layoff for a period of less than four (4) weeks.
  - (b) The Employer shall have the exclusive right to hire one hundred percent (100%) of all employees required, including foremen. The Employer recognizes the ability of the Union to Indenture Apprentices. The Employer agrees to work with the Union to employ these Apprentices provided the Employer has the capacity to receive such Apprentice.
  - (c) Should the Employer wish to reduce the number of employees on any job, the Foreman shall notify the Job Steward
- 17.04 The Business Agent shall have access to all jobs covered by this Agreement in carrying out his or her regular duties after first obtaining permission from the Superintendent or person in charge and upon the condition that he or she shall not interfere with the performance of the work. Worksite visits shall be at the discretion of the Employer and/or site owner and, in any event, shall be limited and during unpaid breaks.

17.05 Job Stewards

- (a) The Union may, for each Employer and each shift worked, appoint one Steward on each project or job-site. The members so named will be by mutual Agreement with the Employer. Job Stewards shall be recognized on all job sites and shall not be discriminated against. The foreman shall be notified of the appointment of a Steward.
- (b) Stewards shall be allowed reasonable time to attempt to resolve routine job-site problems involving relations between the employees and the Employer with no loss of time. It is understood Stewards will not unreasonably absent themselves from their regular duties in order to deal with job-site problems.
- (c) Other than the foreman, a Job Steward shall be among the last employees remaining on the job unless terminated for just cause or transfer by mutual Agreement. The Union shall be notified if a Steward is terminated for cause or transferred.

17.06 The Employer agrees to deduct from each employee such monies as maybe prescribed in writing by the Local Union. This money shall be forwarded to the Local Union or its agent not later than the fifteenth (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.

17.07 The employees from out of the Province of Alberta shall pay all local assessments which are called for by Local 1 Alberta.

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

17.09 The Employers and the Union agree that there will be no piecework of any one description.

17.10 Sub-Contracting Restrictions

Where it is a requirement of the construction purchaser or prime contractor in order to qualify to tender a project or where it is necessary to meet the requirements of the specification or where it is necessary to sub-contract some portion of the work in order to prepare a competitive "own forces" bid on the balance, the Employer may sub-contract work covered by this Agreement that has not traditionally and substantially been organized by the Union, as may be so required.

Further, Employers signatory to this Agreement shall have the right to sublet, transfer or assign other portions of their work within the work jurisdiction of the Union to any firm or corporation provided that such sub-contract, transfer or assignment is made conditional upon any person, firm or corporation so delegated to comply with the operation terms of this Agreement in force and effect.

Disputes on interpretation of clause 17.09 shall be referred to the Joint Labour Management Committee prior to going to grievance.

## **ARTICLE EIGHTEEN – DUTIES OF MANAGEMENT**

- 18.01 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 right of the Employer to:
- (1) Operate and manage its business in all respect;
  - (2) Maintain order, discipline and efficiency;
  - (3) 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;
  - (4) Direct the working force and assign work;
  - (5) Determine job content, create and abolish jobs, determine methods processes and means of production and handling;
  - (6) Select and 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 remunerations shall not be deemed to exclude other management functions and rights, and shall not be construed in any manner as limitation of management's Common Law Rights.

- 18.02 Employees party to this Agreement shall work under the conditions herein set out. The Employer shall be given preference in supplying of Union Members.
- 18.03 The Partners, Members, Directors and Officers of the Employer Firms reserve the right to perform personally any work of the trade for which they have the necessary Certificates where same are required by any Statute or Regulation thereunder, provided that no more than three (3) such persons shall ever employed on any one project.
- 18.04 Employees who are working or are offered by the Employer, the number of hours employment provided by this Agreement (Article 7.01 & 7.02), shall not engage in their trade or other work for payment on their projects after working hours.
- 18.05 Except as set forth elsewhere herein, the Employer retains exclusive right to schedule the work.
- 18.06 Union agrees to make every effort to organize those Firms operating as Masonry Contractors who have no bargaining relationship. If the Union believes that is in the best interest of the Unionized Masonry Industry to sign a "nonconforming" Collective Agreement that the matter shall be referred to the Joint Labour Management Committee for approval. If approval is forthcoming, the Union may implement such Agreement without the non-conforming clause therein being subject to Incorporation into this Agreement. If the Joint Labour Management Committee does not agree, or the Union otherwise unilaterally signs a Collective Agreement which contains terms and conditions more favourable to the other employer than the terms of

this Agreement, then the Union shall notify the Masonry Contractors Association of Alberta and the Employers party to this Agreement shall have the right upon written notification to the Union that they desire it, to substitute into this Agreement the more favourable terms granted to the other employer effective as of the date of the said written notification.

## **ARTICLE NINETEEN – INDUSTRY ADVANCEMENT FUND**

- 19.01 The Union agrees to let the Masonry Contractors Association of Alberta contribute to the Industry Advancement Fund the sum that will be prescribed by the Masonry Contractors Association of Alberta. The contribution shall be based on each hour worked by each employee and Employer working on the tools in this Agreement. The dollar amount to be determined by the Masonry Contractors Association of Alberta and the Union to be notified of all the contribution rates and changes.

The Employers shall pay the contributions in Trust for the Industry Advancement Funds to Ellement Consulting Group or the Masonry Contractors Association in the appropriate jurisdiction, as directed by the Joint Labour Management Committee. Remittance shall be made on the form provided, no later than the fifteenth (15th) day of the following month in which the hours were worked.

## **ARTICLE TWENTY – SPECIAL PROJECTS CLAUSE**

- 20.01 Where the Union and the Employer are party to a special project Agreement with an owner or Prime Contractor on a given project, the terms of the special project Agreement shall take precedence over this Collective Agreement for that project only.
- 20.02 Where an Owner/Client or Prime Construction Manager expresses the intention of tendering or awarding work on a project on the open market (i.e. without regard to Union affiliation or its lack), and where in the opinion of the Employer, the award of the work is likely to be an open-shop or merit shop or non Union entity because the conditions of the Agreement may not be competitive in the market then prevailing, the parties to this Agreement shall meet and bargain collectively in good faith in an honest attempt to arrive at terms and conditions for application to work on that project which will be fully competitive in the prevailing market.

All enabled conditions will be available to any Signatory Contractor bidding the work on which the enabled conditions apply.

Terms, Conditions, and Wages contained herein may be varied, altered, amended or modified by the mutual agreement of the Parties.



## **ARTICLE TWENTY-ONE – FILING OF COPIES**

21.01 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-TWO – SAVINGS CLAUSE**

22.01 It is not the intention of either party hereto to violate any laws or ruling or regulations of any Governmental authority or agency having jurisdiction of the subject matters 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-THREE – REMITTANCE SYSTEM**

23.01 All monies deducted from employees or contributed on their behalf by the Employer for the following purposes:

- (1) Union dues and assessments;
- (2) Employee Benefit Funds (H & W & Pension); and
- (3) Industry Advancement Funds shall be under the general supervision of the Joint Labour Management Committee.

23.02 Where a problem arises due to frequently late payment of failure to pay wages, fringe benefits (Industry Advancement Funds) or other payments as required under the terms of this Collective Agreement, after due notice has been given to the contractor involved, the Joint Labour Management Committee shall have authority to levy a penalty of two percent (2%) per month on all, outstanding monies with a minimum levy of one hundred and fifty dollars (\$150.00) for each incident for each month these monies remain outstanding. Such monies are to be paid in favor of the Joint Labour Management Committee who shall then pay over such monies to the proper body in accordance with the terms of this Collective Agreement. Such action may be in addition to or replace action under the grievance procedure in this Collective Agreement and would consist of the following action. No member of the Local Union shall be allowed to work for the delinquent contractor until all outstanding payments are made under the recommendation of the Joint Labour Management Committee.

23.03 The Joint Labour Management Committee may require contractors who sign or voluntarily recognize this Collective Agreement, to post a wage bond of thirty thousand dollars (\$30,000.00) where the Joint Labour Management Committee feels it is necessary for the protection of all concerned.

## **ARTICLE TWENTY-FOUR – SUBSTANCE ABUSE TESTING**

- 24.01 The Parties agree that it is in the best interest of all concerned to promote a safe working environment. Accordingly, the Union has no objection to preemployment and post incident substance abuse testing. The cost of such testing is to be paid for by the Employer. Should an individual test positive, such is cause for immediate dismissal. The Employer is responsible to notify the Union of an employee testing positive.

## **ARTICLE TWENTY-FIVE – PULMONARY PROGRAM & TRAINING**

### 25.01 Pulmonary Program

Pulmonary testing will be provided by the Contractor to all current employees as per OH&S Code Part 4 Section 40(1) and 40(6) (a)(b).

- 25.02 Training will continue to be provided by the Contractor as required on a job specific basis. This includes WHMIS, First Aid, CSTS Fall Protection, forklift training, scaffold course, fit testing, confined space, H2S Alive, fire extinguisher, platform scaffolding operation (Hydro, Fraco etc.), scissor lifts and man lifts training in accordance with the Occupational Health and Safety Act.

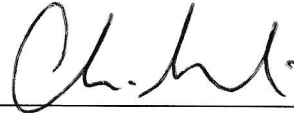
SIGNED THIS 25 DAY OF April, 2023

**FOR THE INTERNATIONAL UNION  
OF BRICKLAYERS AND ALLIED  
CRAFTWORKERS**



Ken Coghill, BAC Local #1 Alberta

**FOR THE MASONRY CONTRACTORS  
ASSOCIATION OF ALBERTA**



Chris Ambrozic, Bargaining Chair

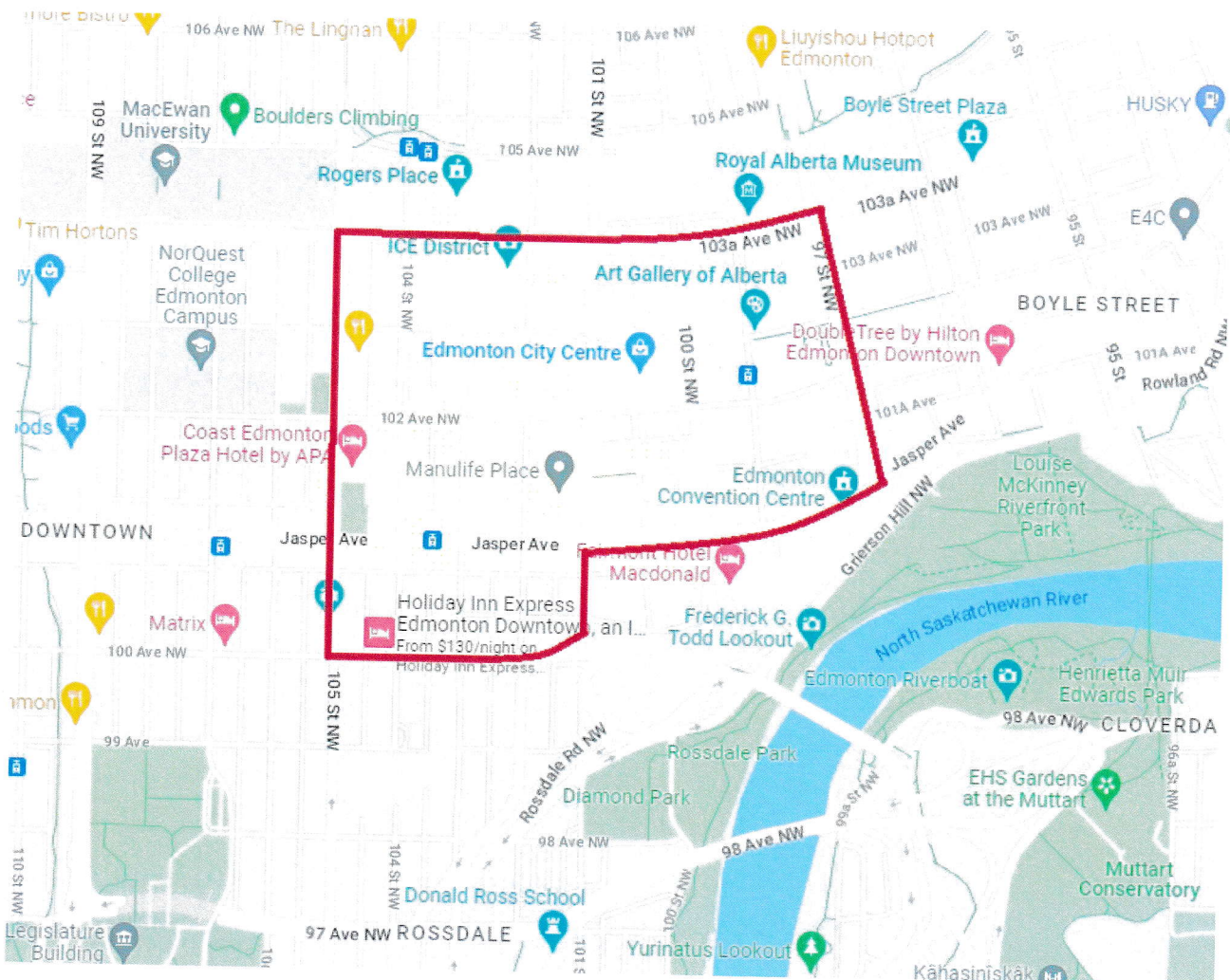
# SCHEDULE 1

## MAPPED AREA

The following shall be the applicable Mapped Area for the purpose of Article 11.09 of the Agreement:

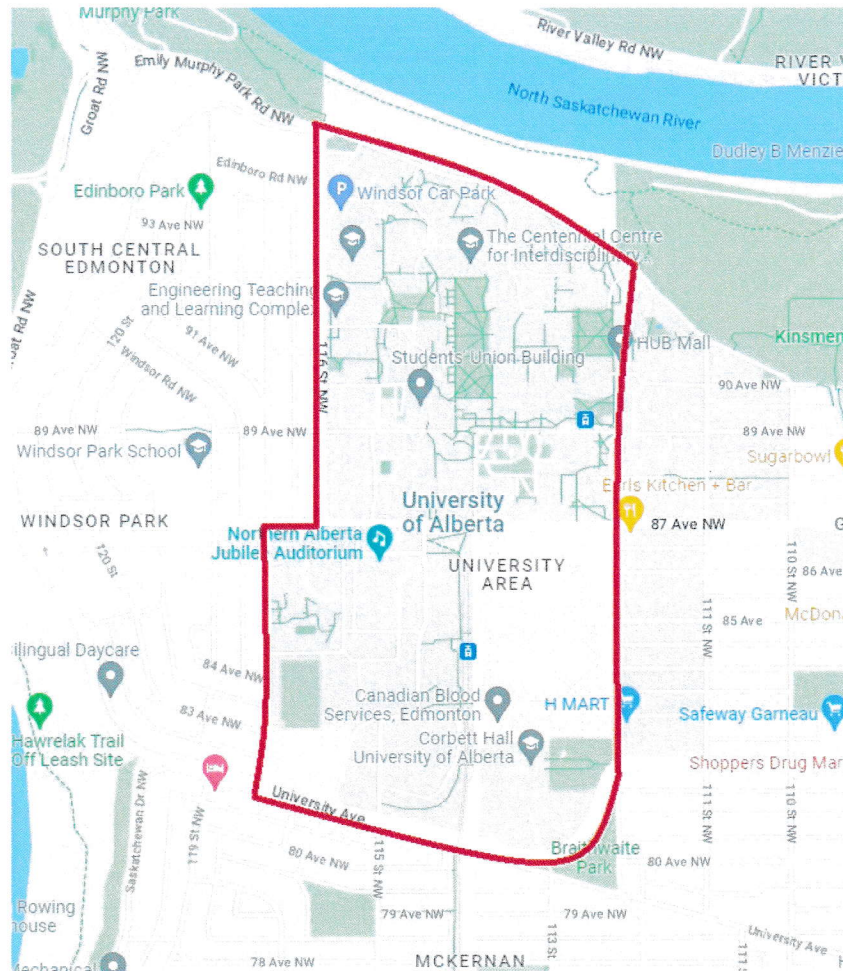
Edmonton Downtown:

- North Boundary: 104 Avenue turning into 103a Avenue, between 109 Street and 97 Street
- South Boundary: 100 Avenue between 105 Street and 101 Street, Jasper Avenue between 101 Street and 97 Street
- East Boundary: 97 Street, between 103a Avenue and Jasper Avenue
- West Boundary: 105 Street between 104 Avenue and 100 Avenue



Edmonton University:

- North Boundary: Saskatchewan Drive, between 116 Street and 112 Street
- South Boundary: University Avenue turning into Whyte (82) Avenue, between 117 Street and 112 Street
- East Boundary: 112 Street, between Saskatchewan Drive and University Avenue
- West Boundary: 116 Street between Saskatchewan Drive and 87 Avenue, and 117 Street between 87 Avenue and University Avenue.



## Calgary Downtown:

- North Boundary: 4 Avenue SE/SW between 8 Street SW and Riverfront Avenue
- South Boundary: 17 Avenue SW between 8 Street SW and Macleod Trail SE, and 9 Avenue SE between Macleod Trail SE and 6 Street SE
- East Boundary: 6 Street SE to 9 Avenue SE, Macleod Trail between 9 Avenue SE and 17 Street SW
- West Boundary: 8 Street SW between 4 Avenue SE/SW and 17 Avenue SW

