

BRICKLAYER AGREEMENT

BETWEEN

MANITOBA MASONRY CONTRACTORS ASSOCIATION

AND

THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS

RECEIVED

MAY 24 2022

**COLLECTIVE BARGAINING
SERVICES**

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THIS BRICKLAYERS COLLECTIVE AGREEMENT

MADE IN DUPLICATE THIS DAY:

May 1, 2022

BETWEEN

**THE MANITOBA MASONRY CONTRACTORS ASSOCIATION
(WHICH ARE HEREIN AFTER INCLUDED IN THE TERME "EMPLOYER")**

OF THE FIRST PART

AND

**THE INTERNATIONAL UNION OF BRICKLAYERS AND
ALLIED CRAFTWORKERS
LOCAL NO. 1 MANITOBA
(ON BEHALF OF THE MEMBERS OF THE LOCAL UNION**

HEREINAFTER REFERRED TO AS THE "UNION")

OF THE SECOND PART

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT

SECTION 1 – TERM OF AGREEMENT AND NEGOTIATIONS FOR RENEWAL

- A.** This Agreement shall be effective from May 1, 2022 to April 30, 2025 unless altered or amended in the meantime by the mutual consent of the parties hereto and shall be deemed to be renewed thereafter year to year unless written notice to negotiate a new agreement is given by either party during the month of January prior to the expiry date of the Agreement of the expiry date of any extended term thereof.
- B.** Within ten (10) days after the receipt of such written notice or within such additional time as may be mutually agreed upon, representatives of the Employers and of the Union shall meet for the purpose of negotiating same. During the period of negotiations, this Agreement shall remain in full force and effect.
- C.** Both parties hereto agree to enforce and see that its members enforce all provisions of this Agreement and also any decision of an Arbitration Board under Section 4.

SECTION 2 – SCOPE AND RECOGNITION

- A.** The following articles of this Agreement shall be governed by Manitoba Industrial, Commercial, and Institutional Construction Wage Rates and Employment Condition under The Construction Industry Wages Act.
- B.** This Agreement may be re-opened when required to reflect any changes to Manitoba Industrial, Commercial, and Institutional Construction Wage Rates and Employment Conditions under The Construction Industry Wages Act.
- C.** The following articles of this Agreement shall govern the conditions and wage rates for all bricklayer foremen, bricklayer journeymen and bricklayer apprentice/trainees in the masonry industry in the Province of Manitoba
- D.** Notwithstanding (a) above, this agreement does not apply to any project covered by a collective agreement between the Manitoba Hydro and the Allied Hydro Council of Manitoba or to the Heavy Construction Industry as defined in the Construction Industry Wage act, or to the Residential Shelter Industry as defined under the Construction Industry Wages Act.
- E.** Neither party shall sign any agreement within their trade for less than the monetary provisions and or working condition contained in this Agreement in the area designated in sub-section (a) of this Section.
- F.** The Union recognizes the Manitoba Masonry Contractors Association as the sole and exclusive bargaining representative for all of its member Employers bound hereunder and agrees that the Manitoba Masonry Contractors Association may represent the Employer in all contract observance disputes involving its members.
- G.** The Manitoba Masonry Contractors Association recognizes the Union as the sole and exclusive bargaining representative for all employees bound hereunder and agrees that the Union may represent the employees in all contract observance.
- H. Status of Signatories to Agreement**
The Employers who have agreed to be bound to this Agreement through the Manitoba Masonry Contractors Association shall be parties to this agreement as principals, however, their status shall be several and not joint, and they shall be individually severable regarding the

benefits hereunder of by separate agreement which are revocable for cause.

SECTION 3 – Object

- A.** The object of this Agreement is to stabilize the industry and to prevent any lockout or strike, and to ensure a peaceable adjustment of any and all grievances, disputes, and differences that may arise between the parties hereto.
- B.** It is the intent and purpose of the parties hereto to promote and improve the industrial and economic relations between the Employer, and the employees and the Union, in order to allow the trade to ensure a standard of efficiency for the protection of the public, and for the persons engaged in such business, by the establishing and maintaining of fair conditions and settling differences that may arise between the parties of this Agreement, and to maintain industrial peace through collective bargaining between the parties hereto.
- C.** It is also the intent of the parties hereto to prevent unnecessary costs to the general public, by prohibiting slowdowns, the forcing of overtime, the use of standby crews, spread work policies and other objectionable practices.

SECTION 4 – GRIEVANCE PROCEDURE

A. Step 1:

Should any employee have a misunderstanding or complaint under this Agreement, he shall first discuss it with his steward or Union official who will then discuss it with the foreman or directly with the foreman or representative of his Employer if a foreman, steward of the other Union official is not on the job, with five (5) working days from the first happening of the incident upon which the misunderstanding or complaint is based.

For the purpose of determining the time limit on grievances concerning hours of work, overtime, wages and other monetary allowances the commencement of the limiting time shall begin with the receipt by the employee of the wage data set forth in Section 9 of this Agreement.

Step 2:

If the matter is not satisfactorily settled the complaint shall be stated in writing, signed by the employee(s), and the employee or a Union official acting on behalf of the employee, either alone or in the presence of the employee, shall discuss it with his Employer within ten (10) working days from the time the happening of the occurrence upon which the misunderstanding or complaint is based. The written grievance

shall set forth the particulars of the complaint, the date(s) of the alleged violation, the Section (s) of the Agreement which the employee (s) alleged have been violated, and the remedy sought. No grievance shall exist which is not presented in a timely fashion, and which does not include the information set forth above.

Employees working in rural areas and not commuting to Winnipeg will be deemed to have complied with the time limits for Step 2 if, during the limiting period, they have written and posted a letter detailing their complaint to either their Union or their Employer. The Union and the Employer will then have five (5) days to settle the grievance and Step 2 following receipt of the employee's letter. The proposed disposition of the Employer shall be given to the Union in writing.

Step 3:

If the matter is still not settled within five (5) working days, the complaint, stated in writing as set out in Step 2 above, shall be referred within (5) working days of the exhaustion of Step 2 procedure, to Step 3, and a Joint Labour Management Committee shall discuss and endeavour to settle the matter within ten (10) working days from the time the written complaint was received or such further time as the parties may mutually agree in writing. The proposed disposition of the party grieved against shall be given in writing to the other party.

The Joint Labour Management Committee shall be structured as follows:

1. 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 procedures.
2. The Joint Labour Management Committee shall consist of equal representation of Labour and Management. The Committee shall select Chairman and Secretary from the Committee and such appointments shall be held for the term of this Agreement.
3. 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 the meetings. MMCA will provide administrative support for minute taking and distribution for these meetings.
4. Both the employers and the Union will endeavour to appoint persons to the committee who were actively involved in the last negotiations.

The current Joint Labour Management Committee consists of:

Evan Collingridge
Brian Adair
Pierre Meyer

Norm Blerot
Gus Kotoulas
MMCA Alternate

Step 4: If the matter is not settled in Step 3, the complaining party shall refer the written complaint within five (5) working days of the Step 3 hearing and the reply received at Step 3, to the Labour Management Relations Committee comprised of an equal number of representatives of each of the parties.

Both parties shall be entitled to have representatives at the meeting of this Committee to present their side of the matter.

B. The Manitoba Masonry Contractors Association will receive written notification of all contract observance disputes involving its members that are not settled summarily on the job site in Step 1 of the Grievance Procedure. Copies of all Step 2 grievances against Employer shall be delivered to the Manitoba Masonry Contractors Association at the same time the grievance is delivered to the Employer involved. Should an Employer file a grievance against the Union a copy of the grievance shall be delivered to the Business Manager of the Union.

C. Any agreement arrived at between the parties during or subsequent to the above steps shall be binding upon both parties and on the persons concerned.

D. Should either of the parties to this Agreement have a misunderstanding, complaint, or dispute under this Agreement against the other party, the grievance shall be stated in writing giving the details as set forth in Step 2, the grievance procedure shall commence with Step 3 and this procedure must be initiated within thirty (30) days of the occurrence of the matter upon which the grievance is based.

F. It is agreed by both parties that the Labour Management Relations Committee shall attempt to resolve any grievance that may arise between any member of the Manitoba Masonry Construction Association who is party to this Agreement, and the Union, whether that member be a regular member or an extra Provincial member and regardless of whether or not such member is a member of the Winnipeg Construction Association, the Mechanical Contractors Association of Manitoba Inc. The Masonry Contractors Association of Manitoba, or any other construction organization.

G. Should any grievance not be submitted within the time limits specified above, it shall be considered to have settled on the basis of the last reply to the grievance. If no decision has been given to the grieving party or his (its) representatives within the time limits specified above or if the grievance is not satisfactorily resolved by the reply, the grieving party shall be entitled to submit the grievance to the next step including arbitration providing they do so within the time limits provided. The time limits herein set forth are of the essence of the Agreement and are to be strictly applied. No grievance shall exist which is not processed in accordance with the procedure, and time limits set forth.

SECTION 4 – ARBITRATION

A. Should there be an alleged violation of an actual clause or clauses of this Agreement or an alleged violation of this Agreement based upon a difference of opinion as to the interpretation of an actual clause of the Agreement or a difference between the parties as to the meaning or application of the Agreement, either party after exhausting the grievance procedure established by this Agreement, may notify the other party in writing of its desire to submit the alleged

violation or difference to arbitration and the notice shall contain the name of the person selected to be the arbitrator appointed by the party giving the notice. The request for arbitration shall be made within thirty (30) days after exhausting the grievance procedure established by this Agreement or after the waiving by the party grieved against, either in writing or by default, of any steps remaining under the grievance procedure set forth herein.

B. The party to whom the notice is given shall within five (5) days of receiving the notice, select the person whom it appoints to the Arbitration Tribunal and shall advise the party giving the notice of the name of its appointee. The two (2) appointees named by the parties of this Agreement shall within five (5) days of the appointment of the second of them appoint from a list provided at that time, a third member of the Arbitration Tribunal who shall be the chairman thereof.

C. Where the party receiving the notice fails to appoint a member of the Arbitration Tribunal the persons named in the aforementioned list shall be approached by the Minister of Labour in the strict order in which they are listed and the first person accepting the appointment will be the member for the party receiving notice. Should all listed persons be unwilling or unable to serve when so approached an unlisted person will be appointed by the Minister of Labour. Where the chosen arbitrators are unable to agree on a listed Chairman he shall be selected by calling upon the parties listed below in order that their name appear on the list. Should all parties be unable or unwilling to serve the parties' arbitrators will attempt to agree on an unlisted chairman. Failing agreement by them the chairman shall be appointed by the Minister of Labour for the Province of Manitoba. Person selected under Clause C only, or persons who when requested to serve are unwilling or unable to do so, shall be rotated to the bottom of the list. The Arbitration Tribunal shall certify the corrected order of the list of arbitrators as part of their decision for each arbitration.

D. Each of the parties hereto will bear the expense of the arbitrator appointed for it and the parties will jointly bear the expense of the chairman of the Arbitration Tribunal , fifty (50%) percent of such expense to be paid by each party.

E. The procedure before the Arbitration Tribunal shall be in accordance with the Manitoba Labour Relations Act and the decision of at least a majority of the members of an Arbitration Tribunal shall be the decision of the Arbitration Tribunal , and shall be final and binding on both parties and on every person bound by the Agreement, but the Arbitration Tribunal shall not have jurisdiction to set provisions of a new agreement, not to make any decision inconsistent with the provisions of the Agreement, nor by its decision to change wholly or in part any provision of this Agreement.

F. The persons selected by the parties here to act as arbitrators under the terms of this Agreement will be chosen by both parties from list of available arbitrators.

SECTION 5 – STRIKES AND LOCKOUTS

A. It is agreed by the Union that there shall be no strike of slowdown either complete or partial, or other action by the Union, or any member of the Union whose employment is subject

to this Agreement, which will stop or interfere with production during the life of this Agreement or while negotiations for a renewal to this Agreement are in progress.

B. It is agreed by the Employers that there shall be no lock out during the life of this Agreement or while negotiations for a renewal of the Agreement are in progress.

C. The rights of individuals as set forth in any Provincial Statute are recognized by the parties to this Agreement provided only that those rights which can be modified by agreement and are modified herein shall apply as modified.

D. (i) Notwithstanding (a) or (b) above, where negotiations for a new collective agreement have been requested and/or entered into in accordance with the relative provisions of Section 1 and a new collective agreement has not resulted, then either party may affect termination of the collective agreement on May 1, 2019, by accordingly notifying the other party in writing no later than April 2, 2019 and a copy of such notice shall be filed with the Manitoba Labour Board.

(ii) In the event that the Agreement should be extended in accordance with the relative provisions of Section 1, then the dates specified in (i) above will be advanced correspondingly and no legal strike or legal lockout shall take place until five (5) days have elapsed following receipt of the notice referred to herein.

SECTION 6 – MANAGEMENT

The Union recognizes the exclusive rights of the Employer to determine matters in respect to employment, advancement, discharge of employees, efficient operations of the company. These rights of management include but are not restricted to the following:

A. The right to select, hire, discharge and lay-off, provide only that the grievance procedure shall apply if an employee alleges unjust treatment arising out of:

- i. A claim for the monetary benefits provided under this Agreement.
- ii. Bringing to the Employers attention any alleged violation of a statute of the Province of Manitoba.

B. The right to appoint foremen and general foremen, supervisors, etc.

C. The right to organize their work in the way they believe most economical.

D. The right to allocate the working forces.

E. The right to decide what tools, machinery, equipment and/or material will be employed on the job.

F. The right to buy and to use prefabricated material on the job.

G. The right to subcontract any portion of the work on a time and material basis, or by lump sum price for both labour and material, but subcontract only to a union contractor; or if a union contractor is not available, then to a non-union contractor, but in no instance will the union and non-union crews be integrated. The Company will notify the Union when it subcontracts to a non-union contractor, and the site location.

SECTION 7 – HOURS OF WORK AND OVERTIME

Nothing contained herein shall be construed as a guarantee by the Employer for the supply of the daily or weekly hours of work herein set forth.

A. Provided the applicable overtime premiums are paid, it is agreed that the Employer has the right to require the working of specified amounts of overtime as a condition of hire when same is required to meet the scheduling considerations of any project, and to require the working of overtime reasonable necessary to meet emergency situations.

B. Conditions applicable to work within the “Manitoba Industrial, Commercial and Institutional Construction Sector” and all major building construction projects as defined be the Construction Industry Wages Act.

1. Eight (8) hours shall constitute a regular shift for five (5) days; Monday to Friday inclusive except as may be modified elsewhere in this Agreement.
2. Except as otherwise herein expressly provided:
 - a) If more than the recognized daily hours are worked in any one (1) shift then additional hours shall be paid for at the rate of time and one-half the regular straight time hourly rate for the first two (2) hours and double the regular straight time hourly rate for all hours thereafter in that shift.
 - b) Work done on Saturday, Sunday or on the holidays specified in Section 11 of this Agreement shall be paid for at one and one-half of the regular straight time hourly rate.
 - c) Double the regular straight time hourly rate will be paid for all hours worked when a full eight (8) hours rest period has not been given the employee until the employee has had a full eight (8) hour rest period.
 - d) Excluding Alterations, Maintenance, Repair and Service Work per 7.D.2.
3. The regular shift shall normally be worked from 8:00 a.m. until 12:00 noon and from 12:30 pm until 4:30 p.m. By arrangement with the affected employees, determined prior to the commencement of the shift, the hours during which the regular shift may be worked can either be advanced or retarded up to a maximum of two (2) hours. The Employer will notify the Union when such adjustments occur. In the event of a change in the shift as outlined herein, the regular shift length will remain as 8 hours.
4. Notwithstanding the above, when there is lost time because of a concrete pour, erection of hollow core or other construction situations beyond the control of the contractor then up to forty (40) hours may be worked in six (6) days, Monday to Saturday, at straight rates, providing the men on the job agree and the Union is notified. This clause does not apply to inclement weather, with the exception ONLY for the three months (3) of September, October and November.

C. Condition applicable to work done on all projects not detailed as falling within the scope of (B) above.

- 1. In rural areas where transportation, travel time and board and room are paid the daily hours of work shall be:**

Monday to Friday inclusive – eight (8) hours per day.

- 2. Notwithstanding (1) above if a majority of the affected employees agree that up to ten (10) hours per day can be worked Monday to Friday at straight time provided that no employee shall work in excess of forty (40) hours in any one week at straight time.**
- 3. Notwithstanding (1) and (2) above and (4) below if a complete day's work is lost Monday to Friday due to inclement weather then eight (8) hours may be worked at the option of the Employee on Saturday at straight time rates, provided that no shall work in excess of Forty (40) hours in any one week at straight time rates.**
- 4. Except as otherwise expressly provided:
The first two (2) hours per day of overtime shall be paid for at the rate of time and one-half the regular straight time hourly rate and all hours worked in excess thereof per day and all hours worked in Saturdays, Sundays and Holidays specified in Section 11 of this Agreement shall be paid for at double the regular straight time hourly rate, with the exception of the Day of Reconciliation, for which specific holiday, wages will be paid at one and one-half of the straight time hourly rate. For all holidays included in Section 11 A, refractory work time will be paid at double the regular straight time hourly rate.**
- 5. The regular shift shall normally be worked between the hours of 7:00 a.m. and 12:00 noon and from 12:30 p.m. until 5:30 p.m. By arrangement with the affected employees, determined prior to the commencement of the shift, the hours during which a regular shift may be worked can be either advanced or retarded up to a maximum of two (2) hours. The Employer will notify the Union when such adjustments occur.**
- 6. When an employee is sent to a project outside the City of Winnipeg area and the employer supplies suitable board and room for seven (7) days per week parties to this Agreement may jointly apply to extend the regular weekly hours worked up to fifty-four (54) hours per week. If an employee is asked to work on legal holidays as specified in Section 11 of this Agreement and on Sundays, all hours worked shall be at the overtime rates described in C.4.**

D. Condition applicable to all work no matter where situated.

1. Premium Differential:

- (a) Premium differential will be paid as required to any employee who works the limits to which the commencement time of the regular shift may be expanded or adjusted under the clause B.3. or C.5.
- (b) A differential of (fifteen percent) 15% will be paid for each hour worked between 4:30 p.m. and 12:00 midnight.
- (c) A differential of (fifteen percent) 15% will be paid for each hour worked between 2:00 midnight and 6:00 a.m.
- (d) Overtime payment for shift work shall be in accordance with the provisions set forth in sub-section (B) or (C) of Section 7 as is applicable due to the location or classification of the work.
- (e) For the purpose of computing overtime premium applicable for Saturday, Sunday or holiday work the following rules shall apply.

All hours worked between 12:00 a.m. on Saturday and 12:00 a.m. on Monday are at overtime. Shift premiums will not apply to overtime hours. Holiday overtime premium is due from 12:00 a.m. on the holiday until 6:00 a.m. the following day.

- (f) The starting and quitting time for shift will be decided by the Employer
- (g) Except in the case of an emergency the Union will be notified when shift work is worked.

2. Alterations, Maintenance, Repair and Service Work:

Notwithstanding the provisions of any other clauses in Section 7 if, with regard to alterations, maintenance, repair and service work only, conditions are such that work on any particular job cannot be done within the normal hours of work then the work can be done at regular straight time rates during any hours that may constitute a shift on that job. No more than eight (8) hours will be worked in any shift at straight time rates. If the additional hours are worked on any shift then such additional hours shall be paid for at the rate of time and one-half the regular straight time hourly rate for the first two (2) hours and double the regular straight time hourly rate for all hours worked thereafter.

If the shift ends after the public transit system ceases to run and if the employees have no transportation available then the Employer will supply transportation home.

3. Starting and Quitting Time:

Workers will be at their work station at the regular starting time and shall remain until regular quitting time.

4. Lunch Period:

All employees that work a regular shift shall be given a 30-minute lunch hour period, provided however, that the lunch period may be increased to one hour by the mutual agreement of the Employer and the Union.

5. Overtime Lunch Provided by Employer:

Where an employee has not been advised prior to reporting for his shift that he will be working an extended shift he shall be provided with an adequate meal at the Employer's expense after the first two (2) overtime hours provided it appears likely that more than an hour's work remains to be done, and every four (4) overtime hours thereafter. All employees will be given at least one-half hour lunch break without pay, or allowed sufficient time to eat at the Employer's expense after the first two (2) overtime hours and every four (4) overtime hours thereafter.

6. Coffee Breaks:

(1) An opportunity will be allowed for employees to partake of non-alcoholic drinks at work stations twice in each regular shift. Two 10-minute rest breaks will be allowed each working day during normal working hours- one in the first half of the shift, and one in the second half of each shift. Any abuse of this privilege shall be a cause for its withdrawal from any employee abusing the privilege.

(2) The rest breaks for a 10-hour day will be extended to 15-minute work breaks for four-day weeks of 10 hours per day. During rest breaks the employees will not leave the job site.

(3) If more than two (2) hours overtime is going to be worked, a coffee break without loss of time shall be allowed to employees upon commencement of the overtime. Any employees working an extended shift will, in addition to the above, be allowed such a break after the first four (4) hours of overtime, and every two (2) hours thereafter.

(4) For refractory work, if more than four hours overtime are to be worked, employees shall be allowed a coffee break, without loss of time, after the tenth hour worked and prior to the beginning of the twelfth hour to be worked.

E Foremen – Hours of Work and Overtime:

- 1. Foremen –** When bricklayers or mason foremen are working with a crew of bricklayers or masons the foreman will be paid overtime premium rates under the terms of the same hours of work conditions applicable to the tradesmen. When said foreman are working with a gang of labourers or doing other work constituting part of their duty as a foreman, not concurrent to the working hour of the tradesmen, than the foremen will receive straight time rates for the hours so worked.

SECTION 8 – REPORTING

A. When a prospective employee is requested to report on a job for hiring, he shall report at the required time, with all safety training required for the tasks to be performed, suitably dressed, with tools and prepared for work, he will be considered definitely hired. If then refused work for reasons, other than inclement weather, he shall receive not less than Two (2) hours pay at the regular rate.

B. When an employee employed by a contractor arrives at his regular place of work, without due notification by the foreman or Employer not to do so and is not placed in employment by the foreman or Employer, for the reasons other than inclement weather and/or matters beyond the control of the contractor, he shall be reimbursed a minimum of two (2) hours pay (provided he remains on the job site for two (2) hours or if he is asked to remain on the job site for over two (2) hours and under four (4) hours and is not placed in employment by the foreman or Employer, then he shall be reimbursed a minimum of four (4) hours pay. Unavailability of material other than major electrical or mechanical equipment is not considered a matter beyond the control of the Employer.

SECTION 9 – WAGES- HOW PAID

A. Unless other mutually agreeable arrangements are made between the parties, or unless other arrangements are already in effect prior to the conclusion of the Agreement, wages shall be paid by cheque or direct deposit once a week during working hours and not more than two (2) day's pay be held back.

B. The Employer shall provide a pay stub, showing the date of the pay period, number of hours at regular time, number of hours at premium time, other earnings, gross earnings, deductions and reasons for deduction, net pay and company name.

SECTION 10 – IN CASE OF INJURY

A. Should an employee, as a result of injury incurred in the performance of his work, require first aid treatment, he shall be paid for the time taken off work for the initial treatment. Should an employee be injured to the extent that he becomes a Workers Compensation Act case, he shall be paid to the end of the shift in which he was injured and should he be off work due to the accident and on compensation for a minimum period of one (1) week, then he shall be paid to the end of the full shift in which he was injured.

B. The employee must report the accident in the day it occurs, or as soon as he becomes aware that he has been injured, to his foreman or employer and compensation forms are to be filled out correctly, as soon as possible, when necessary.

C. The foreman or Employer's agent shall gather the injured employee's tools and belongings and place them in his toolbox and in the lock-up room. The Employer will then be responsible for these tools until a responsible person removes them for the site or until the owner returns to work.

SECTION 11 – LEGAL HOLIDAY

- A. The following shall be observed as legal, statutory or general holidays each year:
- i) New Year's Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, Day for Truth and Reconciliation, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, Remembrance Day and any other day which is proclaimed by the Federal Government as a legal, general or statutory holiday.
 - ii) In addition a properly proclaimed Civic Holiday will also be observed within the boundaries of the municipal area where it is proclaimed.
- B. When Christmas Day, New Year's Day or Canada Day fall on a Saturday or Sunday, the parties may, by mutual consent, agree to an alternate day off.
- C. Whether or not any employee works on any of the above mentioned legal, statutory, general or civic holidays, he shall receive in lieu of paid holiday, five (5) percent of his standard hourly rate for each hour worked.
- D. The employee shall receive this allowance at each pay period and under the conditions set forth in the Employment Standard Act.

SECTION 12 – ANNUAL VACATION AND VACATION PAY

- A. Annual vacation will be arranged as provided in the Vacation with Pay Act for the Province of Manitoba.
- B. Vacation pay allowance will be accumulated for the credit of each employee at the rate of six (6%) percent of the employee's standard hourly rate for each hour worked.
- C. (i) Advance payment in lieu of pay at time of vacation, in the amount set forth in B, above shall be added to each employee's weekly wages and taxed on each pay period.
- ii) The Union and the Local covenants agree that the Union, Local, its officers, members, or any person referred to the Employer for employment, shall NOT initiate any claim or action whatsoever alleging that the method of payment for vacation as set forth under the Vacation with Pay Act is improper in satisfaction of the Employer's obligations under said Act and for greater clarity it is specifically agreed that double payment for vacation, once under the Agreement and once under the Act, is not to occur. It is further agreed that the Union and the Local will indemnify the Employer and save him harmless in the event of such a claim by its officers, members or by any person referred to the Employer by the Union for the employment by the Employer.

SECTION 13 – TOOLS – WHO PROVIDES AND WHO HAS CARE RESPONSIBILITIES

- A. A tradesman's tools are his means of livelihood and must be kept in good conditions at all times.
- B. The employee must accept responsibility for the tools and equipment furnished by the Employer and will be given time to put these tools and equipment in the designated place. He must report the breakage or loss of any of these tools and equipment immediately to his superior.
- C. If an employee is found to be misusing company tools or equipment with wilful neglect the shop steward and agent will be notified and the incident will be investigated. If the allegations are substantiated the employee will be held responsible and will be required to replace tools or equipment or to reimburse employer for value of tools or equipment.
- D. Responsibility for normal wear and tear of tools and equipment supplied by the Employer is accepted by the Employer on return of broken or worn tools and equipment.
- E. The Employer will be responsible for compensation for tools and equipment destroyed by fire or lost by breaking and entering from a storage place provided by the Employer.
- F. Claim for lost or destroyed tools and equipment must be submitted in writing with list of such tools and equipment and value thereof, and substantial evidence of loss. Such list must be submitted within five (5) working days of loss unless good reason can be shown for not having done so.
- G. Journeymen and apprentices shall be required to supply the ordinary hand tools of the Trade. The following tools shall be the minimum requirement for each and every bricklayer. All tools shall be kept in good condition at all times. The bricklayer must replace any tools, which are not in good condition, within a reasonable period of time. Employers may replace employee tools and deduct the cost of the tool from the employee's paycheque if tools are not replaced in a reasonable period of time.
 - 1 Brick Hammer
 - 1 Mash Hammer
 - 1 Trowel
 - 1 notched trowel
 - 2 Chisels 10" and 6"
 - 1 Pointing trowel
 - 1 Bolster or Brick set
 - 1 Four-Foot Level
 - 1 Two-Foot Level
 - 2 Convertible Round Jointers
 - 2 Flat Jointers
 - 4 grout bags annually
 - 1 Hand brush
 - Tool box or Bag
 - 1 Combination Metric/Imperial Rule or tape, Line Pins or Corner Blocks
 - 100 Foot Line
 - Raker

SECTION 14 – SHELTER, SANITARY ARRANGEMENTS AND SAFETY

- A. A clean and adequate place for shelter sufficiently heated and securely locked in which the employees may eat their lunch and which also provides a sufficiently secure place to keep their tools and clothes shall be provided. The shelter may be used for storage but sufficient room for the employee's needs shall be kept clear from the building

material and other construction paraphernalia. Should the duration of the size of the project make it impractical for a storage shelter to be provided the Employer will supply a securely locked "gang box" in which the employees may store their tools with due regard to the safety thereof. This area will not be used to store gasoline or other volatile material.

B. The Employer shall provide adequate sanitary facilities on the job site commensurate with the number of men employed as laid down in Municipal, Provincial and Federal Government regulations:

- C. (i) The Safety Regulation as laid down by the Workplace Safety and Health Act shall be adhered to;
- (ii) The employee must accept responsibility for the safety equipment issues by the Employer and must report the loss or damage of any of the items so issued to his superior or Employer;
- (iii) Personal clothing, including hard hats and safety boots, are to be supplied by the employee. Some clients may require additional personal clothing guidelines be enforced (ie. No sweats);
- (iv) Safety glasses will be issued to the employee on a job-by-job basis and re-issued only if damage consistent with job performed is sustained;
- v) Mason lines over 100 feet and suitable insulated drinking containers will be provided by the Employer on every job.
- (iv) All Union members shall contribute their time for all necessary safety training programs or certification-granting safety training

SECTION 15 – STANDARD OF WORK AND LIMITATIONS

- A. There shall be no limit on production of workmen or restrictions on the full use of proper tools or equipment and there shall not be any task work or piecework. The value of production incentive plans is acknowledged by the parties to this Agreement.
- B. It is agreed that the Union will not allow its members to contract for any work on a labour basis. Further, the Union will not allow its members to work for an Employer not signatory to this Agreement for less wages than set forth in this Agreement.
- C. Member of the Union shall not work at their trade for hire for anyone after completing their day's work for their regular Employer nor will they work for other Employers on Saturday, Sunday or holidays at less than the overtime rates prescribed herein.
- D. Disciplinary action is to be taken by both Union and the Employer against any infraction of this Section.

SECTION 16 – COMMUTING BEYOND THE BOUNDARIES OF THE OUTER PERIMETER HIGHWAY

When an employee by arrangement with the Employer, commutes to a job beyond the Perimeter Highway, he shall receive the following commuting allowance and travel time allowance to the job site and return.

- A. If transportation is supplied by the employee, he shall receive compensation for each road kilometer in accordance with the Canadian Revenue Agency allowable vehicle commuting reimbursement policy.
- B. If comfortable transportation, which meets all legal requirements and safety requirements, is supplied by the Employer, no transportation cost allowance shall be paid to the employee.
- C. An allowance of sixty-one cents (61) per kilometre will be paid in lieu of travel time for each road kilometer traveled under the terms and conditions set forth in the preamble to an employee, who is the vehicle operator and twenty cents (\$0.20) per kilometer to each employee that is a passenger. Employees will not be required to take passengers in their personal vehicles.

SECTION 17 – TRANSPORTATION AND TRAVEL TIME AND BOARD AND ROOM

Employees sent by the Employer to jobs outside the city limits, should receive the following transportation, travel time and board and room allowance if commuting and travel allowance as Outlined in Section 16 are not paid.

A. Transportation and travel time shall be payable from the perimeter highway of the City of Winnipeg. Men traveling will be entitled to board and accommodation where available.

i) To the job site:

Transportation to the job site plus travel time at half (1/2) the individuals straight time rate for all hours traveled (including Saturdays, Sundays and legal holidays) up to a maximum of eight (8) hours pay for each calendar day of travel shall be paid provided that the employee remains employed on the jobsite for the period of his current assignment or during the first twenty (20) calendar days of his current assignment to that project whichever is the shorter and is not of his own volition unavailable for work during that time.

ii) From the Job Site;

return transportation to Winnipeg or to place of residence, whichever is the shorter distance plus traveling time as above shall be paid provided that the employee remains employed on the job site for the period of his assignment, or in accordance with the day in the tour of duty as set out in (iii) below , whichever is the shorter and is not his own violation** unavailable for work during that time.

iii) Beyond 150- kilometer radius:

When an employee is working on a project beyond a one- hundred and fifty- kilometer radius from the city of Winnipeg he shall if he wishes to return, be provided with return transportation, travel time and authorized travel expenses by the Employer after he has served the required number of calendar days in his tour of duty.

The required number of calendar days will be a maximum of twenty (20) days per tour.

One-half of the return fare will be paid to the employee on his leaving, and the balance of the money due him will be paid upon his return to the job site.

iv) When an employee, by prior arrangement with his Employer, travels by private vehicle he shall be reimbursed equal to a fare by air, bus, rail or water transportation at the Employers option and the same amount of travelling time as he would be entitled to if he traveled by the mode of transportation chosen to determine the amount of reimbursement to which he is entitled in lieu of fare, unless other suitable arrangements are made with him before he leaves the job.

B. When an employee is sent to a project outside the City of Winnipeg area and Commuting allowance is not paid as set forth in Section 16, then the Employer will supply suitable board and room for seven (7) days per week, provided that the employee is available for work or has been excused for medical reasons, unless weekend absence or sick leave arrangements are agreed upon between the Employer and the Employee, or the weekend rebate system outlined in (d) is implemented.

- i. Employer will supply clean, comfortable accommodation.
- ii. Employer will supply reasonable, nourishing meals for Employee or Employee may choose to receive a \$50.00 meal per diem. Third year of this agreement will be reviewed based on cost of living.
- iii. Meal per diem will not apply in remote areas where the General Contractor or Owner supplies camps.

C. Transportation, travel time and board and room as described in (a) and (b) above will not be paid to local residents.

D. In those situations where the Employer is eligible to receive a rebate on board expenses for those employees who do not remain in the accommodation provided by the Employer over the weekend, then, provided that the employee give the correct notice required to the catering agent so that the Employer receives the rebate, the Employer will pay out the rebate so received by the employee. The required notice time will be explained to the employee by the Employer before the employee leaves for the job site. The M. M. C.A. will on request assist the Union in determining whether or not an Employer is eligible to receive a rebate.

E. Board and room arrangements must be explained and agreed to by the employee before leaving Winnipeg for the job site. Failure by either party to comply with this clause is a breach of this Agreement.

It is agreed by the parties that any employee certified unfit for work by a Medical Doctor or excused from work due to injury or ill health by his Employer shall NOT be considered to be "unavailable" for work of his own "volition".

SECTION 18 – TERMINATION OF EMPLOYMENT

A. When an employee terminates his employment, he shall give his Employer one (1) hour notice.

B. When an employee is laid off, the Employer shall give him one (1) hour's notice with pay to allow him sufficient time to clean and pack his tools and leave the job site. The Employer will mail to the employee, by registered mail, within (2) working days of his termination of employment the employee's

- a) wages to time of lay off.
- b) vacation Pay Allowance
- c) travel Allowance, Commuting Allowance and/or Board Allowance due (if any).
- d) record of Employment Slip
- e) statutory Holiday Pay Allowance

If the employee prefers, he may inform the Employer when he leaves the job site that he will pick up the above items at the Employer's office in the afternoon of the second working day after his employment was terminated.

C. When an employee terminates his employment or is dismissed for cause: He may inform the Employer that he will pick up the items in "B" above (a) to (e) at the Employer's office in the afternoon of the second working day after his employment was terminated or; the Employer, after allowing the pick up period to the end of the second day will mail to the employee, by registered mail, the items in "B" above (a) to (e).

SECTION 19 – UNION SECURITY

A. Stewards

1. Stewards may be appointed or elected by the Union where Union men are working provided that the steward is a qualified workman performing work. The use of non-working stewards will not be allowed.

2. It is agreed that the Employer will be notified in writing by the Union when a steward is appointed. The Employer will notify the Union in writing when a steward is discharged.

3. The Employer shall recognize that the steward is acting for the men as a whole, and he shall not be discriminated against. He May be called upon by the Employer to assist in the settlement of grievances as set out in Section 4 of this agreement.

4. On any job where employee(s) are employed within a classification or classifications as described within Section 21 of this Agreement, the business agent or other duly authorized as representative of the Union will be allowed access to such jobs to conduct Union business providing this is done without interfering with the progress of the work on hand and that permission has first

been obtained from the Employer representative and the superintendent of the project, and provided that the union representative is covered by Workman's Compensation. Such permission will not be unduly withheld.

B. 1. The Employers agree to hire only members in good standing with the Union and to this end will contact the Union office to determine the availability of suitable workmen. Workmen sent to the jobs by the Union shall present a referral slip issued by the Union to the employee. This also applies to out-of-town men coming to work in the jurisdiction of this Local. All out-of-town men must be sent to the Union for a referral slip before being put to work. It is agreed that the Employer may request and receive employees that they name, provided that they are members in good standing with the Union and are available for work.

2. The Union agrees to give preference to Employers who are members of the Manitoba Masonry Contractors Association and who are parties to this Agreement in furnishing the Employer with qualified employees and to this Agreement requires bricklayers who are not immediately available, the Union will contact its qualified members who may next become available and attempt to ensure that the performance hereby given is honoured.

3. Within the scope of this Agreement all employees hired, if eligible shall as a condition of employment be required to obtain membership in the Union within thirty (30) days of the first day of employment and, as a condition of continued employment, maintain such membership in good standing. First year apprentice hiring shall have a 60- day time interval. After the first full pay period the Employer will notify the Union of hiring non-union bricklayers, and the location of the work site.

4. (a) During the lifetime of this Agreement the Company shall deduct each month from the pay of each employee covered by this Agreement, whether or not the employee is a Union member, the Union dues established by the Union and as notified by the Union to the company. Such deductions shall be remitted to the Local Union by the company. Such deductions shall be remitted to the Local Union not later than the fifteenth (15th) day of the following month.

This shall be brought about by the employee signing a standard voluntary authorization for payroll deduction of his Union dues. When the company remits the same to the Local Union, the company shall at the same time return to the Local a standard deduction form supplied by the Union and acceptable to the Employer listing the names of the employees on whose behalf deductions were made as well as indicating the amounts applicable to each employees on the list. When deduction have been made from new employees for the first time, the company shall furnish the Local Union with the employee's name, birth date, social insurance number, address and telephone number.

(b) If an employee provides the Employer with a signed authorization recognized by the Union for the deduction of initiation fees, the Employer will accept the authorization as correct and will not be held responsible for any error therein and will make deductions to be applied against the initiation fees owing in accordance with the terms of the signed authorization and remit same to the Union.

(c) Work cards, the cost of which will be payment of dues under the provision of the check-off clause will be granted in lieu of enforced Union Membership under the thirty (30) day Union Security Clause under the following condition only:

- i. If a man has sincere religious objections and can prove same by means of a letter from his minister.
- ii. If no qualified men are available, the Employer may hire unqualified workmen, who will not be required to join the Union but will be required to take out a work card. Such men will not be retained in employ if qualified men are available.

(d) In addition to all other provisions in the Agreement the terms and conditions of Section 19 shall be subject of the following condition:

- i. The Union shall repudiate any strike or other concerted cessation of work whatsoever by any group or number of employees that has not been called by the Union in accordance with the Labour Relations Act of the Province of Manitoba and shall declare that any picket line set up in connection therewith is illegal and not binding on members of the Union. The repudiation and declaration shall be communicated to the company in writing within twenty-four hours after the Union has been made aware of the cessation of work by the employees, or the forming of the picket lines respectively.
- ii. The deduction on the records of the company shall constitute the sums as deducted as money held by the company in trust for the Local.
- iii. This provision for the Union security shall be enforced by the company against each employee to whom the Agreement applied as a condition of his continuance in or entrance into the company's service.
- iv. Any qualified employee shall have the right to become a member of the Union by paying the entrance fee and complying with the constitution and by-laws of the Union.
- v. The Company, the Union and the Local shall do all such acts and things as may be requisite or necessary to the observance and carrying out of this provision for the Union security according to the true intent hereof.
- vi. The Employer shall not be required to discharge a workman if the Union will not accept him as a member.

C. The Union agrees that on the written request of the Association they will provide the Manitoba Masonry Contractors Association a written list of all the Employers to whom Bricklayers have been furnished by the Union during the preceding month and names of those bricklayers have been furnished by

the Union during the preceding month and names of those bricklayers and shall also provide information respecting how the priority of the members of the Manitoba Masonry Contractors Association has been respected in this allocation of bricklayers.

SECTION 20 – SAVINGS CLAUSE

In the event that any of the provisions of this Agreement are found to be in conflict with any Federal or Provincial law now existing, or hereinafter enacted, it is agreed that such law to the extent that it conflicts with the terms of the Collective Agreement shall nullify and replace the conflicting provisions of the Collective Agreement without in any way affecting the remainder of the Agreement. A determination that any provision of the Agreement is found null and void or in any way conflicts with the Federal, Provincial, or Common Law in no way affects the validity of all other provisions of this Agreement and such offending provisions shall be severable from the other provisions of the Agreement.

SECTION 21 – WAGES

WAGE AND BENEFIT SCHEDULE AS PER APPENDIX “B” OF THIS AGREEMENT

A. Bricklayer foremen shall be paid the per centum (15%) per hour above the journeyman rate to the nearest nickel. In the event of computing this ten (15%) per centum the results ends in two and one-half (2 1/2) cents or seven and one-half (7 1/2) cents, the per hour rate shall be at the highest nickel.

B. (i) Bricklayer apprentices, registered with the Department of Labour shall be encouraged to stay with their indentured company until they have achieved Journeyman status. Bricklayer apprentices shall be paid the rate as laid down from time to time by the Apprenticeship Board of Manitoba as follows:

1 st year	60% of Journeyman's rate	(1,600 Hrs)
2 nd year	75% of Journeyman's rate	(1,600 Hrs)
3 rd year	90% of journeyman's rate	(1,600 Hrs)

When an apprentice passes the examination and has the required hours the apprentice shall immediately thereafter receive wages at the next level of apprenticeship

ii) Starting April 1, 2003, no registered apprentice shall be deemed to have completed his apprenticeship until he shall have passed the final examination (which has been approved by the Union through its representatives on the Provincial Trade Advisory Committee) for his Red Seal Certificate of Qualification. Failing this, the said apprentice will remain in the third-year category of his apprenticeship status and pay rate, until such time as he obtains his certificate.

iii) No apprentice shall be advanced to the next years pay rate unless he has passed his regular school courses for that year and has served the necessary qualifying time.

iv) The following ratio for apprentices shall not exceed:
 One (1) apprentice for every two-(2) bricklayer journeymen employed.

SECTION 22 – WORK JURISDICTION

A. Description of Work

Brick and stone masonry shall consist of the laying, jointing and pointing of:

- i. All brick, rubble and split face stone and all types of concrete or light aggregate glazed or unglazed masonry products, all brick, adhered stone and glass blocks, in, under or upon any structure or form of work where these units are used, whether in the ground, on its surface or beneath the water.
- ii. All stone and precast masonry units over 1" thickness.
- iii. The Cutting and trimming of all masonry, stone and precast units as outlined in Sub-Section A (I) and (ii), including all cutting done by hand saws and portable masonry saws, the trimming of all chases, openings, levels etc., to be done on existing walls shall be bricklayer's work.
- iv. For the installation of 12-inch concrete block , and where said material to be laid is an equivalent weight to that of a 55/60 lb block or heavier, there shall be one bricklayer assisted by one first year apprentice; or if no first year apprentice is available, by a labourer

B. The Unions agree they will not be involved in, and will not directly or indirectly sanction or authorize any slowdown, work to rule, stoppage of work, refusal to perform work, or any activities designed to restrict or limit output in respect to any jurisdictional dispute during the life of this Agreement and that no employee who is their member shall be involved in such action. It is further agreed by the Unions that should any such action be taken, the Unions shall instruct their members to carry out the provisions of this Agreement and return to work and perform their duties in the usual manner and shall enforce such instruction upon their members.

C. Local Resolution of Disputes Regarding Work Assignment

1. The Employer will assign the work paying due regard to the work description clauses as above, the skills required to perform the work in question, the economy and efficiency of the assignment and the local area practices.
2. In the event that a conflict or dispute arises between the two or more Unions claiming the same work, the work will continue without interruption in accordance with the original assignment but the parties involved in the dispute shall endeavour to settle the conflict or dispute within forty-eight (48) hours.
3. If the parties involved fail to settle the matter, the work will continue without interruption or work stoppage under the Employers original assignment while Step 4 and if required, 5 are proceeded with.
4. Any party or parties involved may within five (5) working days submit the matter to the Labour Management Committee for a decision. All parties involved in the conflict or dispute shall be bound by any majority decision arrived at by the Labour Management Committee.

5. If the Labour Management Committee fails to decide the matter within ten (10) working days from the time of submission, then any party involved may submit the matter to binding arbitration in accordance with Section 4-Arbitration.

6. Decisions of the Labour Management Committee and of the Arbitration Tribunal called under this Section shall be based on the criteria set forth elsewhere in this Agreement for the making of work assignments and upon the precedents set forth in previous decision of the Labour Management Committee and the Arbitration Tribunal set up pursuant to this Section and such decisions will not only parties to this Agreement in the future assigning of all work to be carried out under this Agreement.

7. Only if the assignment of work is consistent with the sub-section (1) above, it is agreed by the parties herein that any decision of the Labour Management Committee or Arbitration Tribunal made require new contractual arrangements to be made which would require the breaking of term of an existing firm contract, will be delayed until the termination of that contract but will be binding precedent for the award of all future work assignments.

8. No representatives of a Company or a Union which is a direct participant in the particular dispute in question shall be allowed to serve on the Labour Management Committee during the hearing of that dispute, but all parties shall be permitted to make representation before the Labour Management Committee.

D. Should any disputes concerning jurisdiction of work occur with any other Union during the life of this Agreement the following settlement procedure shall apply:

1. The Union involved shall meet with the parties to this Agreement and attempt to resolve the dispute to the satisfaction of all concerned.
2. Failing resolution as above:
 - i. If both Unions involved recognize in their Agreements with the contractors involved the same method of resolution for jurisdictional disputes, then the method common to both Agreements will apply and be binding upon the parties hereto and upon their members.
 - ii. If the two Unions involved recognize different methods for resolutions of jurisdictional disputes in their Agreements with the contractors involved then the method contained in the Agreement of the Union in possession of the work assignment will be followed, and any decision there under will be binding upon the parties hereto and their members.

SECTION 23 – TRADE IMPROVEMENT COURSES

Should any employee be found to be performing work below an acceptable standard for his classification, including failure to perform work in a safe manner, the Employer may terminate his employment or he may warn the man that he is commencing action under this clause. If such a warning is given the Employer shall notify the Union of same.

Should the man continue to produce unsatisfactory work following the warning, then, after a waiting period of at least one (1) full week, his case will be reported to the Trade Advisory Committee for the trade involved who may require the person to take either a certification-granting construction workplace safety program if safety is the problem, and/or a Trade Qualification Up-Grading Course approved by the Trade Advisory Committee and pass same to re-qualify under the requirements of the Tradesmen's Qualification Act (or its successor).

The decision of the Trade Advisory Committee will not be subject to review or challenged by the Employer.

Any man who refuses to take such a course when so ordered by the Trade Advisory Committee for the trade involved will be re-classified as a trainee and the Employer may reduce his wage rate by ten (10%) percent until such time as he takes and passes the prescribed course. Such men will be the first laid off when the Employer reduces his work force and qualified tradesmen will have preference when Employers are hiring.

Any employee who takes the prescribed course and fails will re-appear before the Trade Advisory Committee who will either recommend a reduction in his pay or recommend that he take further course of training.

In order to promote increased qualifications in the tradesmen who are attempting to upgrade themselves by taking the prescribed course shall be continued in employment as long as possible but they shall not have preference of employment over fully qualified tradesmen.

This Section will not apply to Registered Indentured Apprentices.

For the guidance of the Trade Advisory Committee the parties to this Agreement recommend the following guidelines:

1. It is the intent that the Trade Advisory Committee when acting in the matters under this clause will maintain equal voting rights for management and labour.
2. No casting vote will reside with the chairman.
3. In the event of a tie vote no action will be proceeded with.
4. In making decisions under this clause the Committee will bear in mind that only those men whose performance at their trade will benefit from the trade improvement courses which can be made available will be assigned to the same (i.e. if the problem is purely one of age no action will be taken).

SECTION 24 – TRUST FUNDS

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

- 1) Union dues and assessments;**
- 2) Employee Benefit Funds (H & W & Pension)**
- 3) Industry Advancement Funds (including MMCA industry Funds);**
- 4) All future training or other funds mandated under this Agreement.**

Said funds shall be remitted to the Collection Agent by the fifteenth (15th) of each month by means of a single cheque covering all amounts due up to the end of the previous month together with a remittance form agreed to by the parties hereto and supplied by the Collection Agent, showing the name and the S.I.N. of each employee and the monthly and hourly deductions and contributions made on his behalf together with the hours upon which said deductions and contributions are payable.

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

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

Distribution will be accomplished as follows:

- 1) Money due to monthly deductions will be computed and remitted;**
- 2) Money due to hourly based deductions and contributions will be aggregated and each designated recipient Union, Trust and Employer Association shall receive the proportion of the money aggregated that the amount of the hourly deduction/contribution that is designated to the aggregate of all recipient Unions, Trust and Employer Associations.**

24.02 The Administrator of the One Cheque Remittance System shall have the authority to take action under the Grievance Procedure herein on behalf of the Parties to this Agreement to collect remittances due. With regard to the collection of said remittances only, the time limits under the grievance procedure for initial filing of grievances are waived.

24.03 Should a period occur during which no Collective Agreement is in effect, the Administrator of the One Cheque Remittance System shall continue to receive voluntary remittances in Trust and shall disburse them to the recipient for whom they are designated on or before the last day of the month in which the funds are received.

24.04(a) Where a problem arises due to frequent late payment or 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 Contractors involved, the Administrator of the One Cheque System shall have the 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 favour of the Joint Labour Management Committee. Such action may be in addition to or replace action under the grievance procedure in this Agreement and would consist of the following action:

No member of the Local Union shall be allowed to work for the delinquent Contractor until the recommendations of the Joint Labour Management Committee are met.

The Funds Administrative cut off dates are mandatory and the Administrator or the One Cheque System is responsible that these cut off dates are met.

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

24.05 The Administrator shall post a Bond in the amount of not less than one hundred thousand dollars (\$100,000.00) to indemnify the designated recipients against loss of remittances held in Trust.

24.06 Guidelines and procedures for the operation of the One Cheque remittance system shall be established by the Joint Labour Management Committee.

Should the Joint Labour Management Committee fail to establish and enforce these guidelines and procedures, it will be dealt with under Section 4 – Grievance Procedure.

SECTION 25 – HEIGHT PREMIUMS

Employees working on swing stages or bosun chairs shall be properly aware of the safe handling of equipment. Employees have the right to refuse work on swing stages or bosun chairs with no repercussions if due to lack of safety knowledge or lack of comfort with such work.

Employees working on swing stages or bosun chairs shall receive the following premiums:

- A. Over 45' = 50 cents per hour.
- Over 150' = 75 cents per hour.

SECTION 26 – LABOUR/MANAGEMENT MEETINGS

The parties hereto agree to regular joint meetings. The purpose of said meeting shall be to discuss any area regarding the masonry industry where it is in the interests of the industry for both parties to work collectively.

SECTION 27 – ADMINISTRATION OF AGREEMENT

- A. In order that the terms and provisions of this Collective Agreement are applied in a uniform and impartial manner, the Union and the Employer agree to meet from time to time for the purpose of discussing mutual problems and matters of interest.
- B. Each Employee shall contribute an amount in cents-per-hour, as specified by the Union to the Union for every hour worked. Each Employer shall contribute an amount in cents-per-hour, as specified by the Association to the Association, for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used to defray costs involved and incurred in the operation of the Manitoba Masonry Contractors Association.

SECTION 28 – INDUSTRY FUNDS

- A. In recognition of the importance of advancing and promoting the interest of the masonry trade and industry in general, all of the mutual benefits of the members of the Masonry Trade Division (the "Division") the Union and its members and Manitoba Masonry Contractors Association and its members, the parties hereto agree that certain contributions hereinafter set forth shall be made to the M.M.C.A. and to the Union to promote such objectives.
- B. (a). The employer agrees to contribute to the Industry Advancement Fund established by the Manitoba Masonry Contractors Association, the sum of seventy (.70) cents per hour for each hour worked by each employee and employer working on the tools in this agreement. This hourly amount may be increased upon agreement by a majority of MMCA members.

The employer shall pay the contributions in Trust to the designated Central Collection Agent on the forms provided, not later than the fifteenth (15) day of the month following the month in which the hours were worked.

Employers contributions will be forwarded to MMCA as per SECTION 24 –TRUST FUNDS and administered as listed below as per the current MMCA budget.

\$0.05 per hour – CMCA Membership
\$0.20 per hour – Canadian Masonry Design Centre
\$0.15 per hour – MMCA local operating budget.

\$0.30 per hour – for MMCA local promotion (including but not limited to annual fees for such items as upgrades of CSA standards, etc.)

\$0.05 per block surcharge is sanctioned for the purpose of support to the University of Manitoba and other CCMPA supported initiatives to benefit our industry.

None of the above monies are to be utilized for contract negotiations.

(b). The Employer's report form and the entire employee contributions received for the previous month shall be forwarded directly to the designated Central Collection Agent not later than the fifteenth (15) day of the month following the month in which the hours were worked.

Contributions will be forwarded to the Union as per SECTION 24 – TRUST FUNDS, and administered as follows:

- i. Two (2) cents for courses of training and upgrading and promotion of safety;**
- ii. Three (3) cents for the promotion of masonry products in Manitoba**

(c) Any Employer bound by this Agreement who does not remit employee contributions and the Employer contributions in accordance with Sub-section B (a) and (b) above shall be deemed to be in violation of this Agreement and such defaulting Employer shall be dealt with as per SECTION 24 – TRUST FUNDS.

It is recognized by both parties that it will not be an infraction of this Agreement for the Union to withdraw its members from any job when the Employer is in default of all or any part of this Section.

C. The Union shall not supply any or all its members to any Employer who is not a party to this Agreement without first concluding a Collective Agreement with any such Employer which agreement shall contain the identical terms and conditions of employment, including all monetary benefits, as are contained in this Agreement and without restricting the generality of the foregoing, any Collective Agreement so concluded shall specifically provide for the purposes herein set forth. Furthermore, the Union shall advise MMCA of any Collective Agreements so concluded and shall forward a copy of such Agreements to MMCA.

D. The Union agrees that any of its members who from time to time may be self employed shall be responsible for contributions on behalf of himself the total sum of one hundred and fifty (\$150.00) dollars per year to be paid at the first day of January or the sum of fifteen (\$15.00) dollars per month.

The Union further agrees that any such person in violation of the terms of this Agreement shall pay a penalty of two (2%) percent per month, over and above regular fees, until the total sum required including penalty is in fact received by the MMCA.

The Union shall ensure that any new or all of its members do not offer labour or services either as an employee or independent contractor to any person, corporation or organization on any terms other than those specifically prescribed by this Agreement, including, without retracting the generality of the foregoing, the obligation to remit the sums as set out above per hour worked by himself and any

other fellow members the particular member may employ. In the event any member of the Union is found to be in violation of this obligation the Union shall, in writing, direct such member forthwith to comply with the terms of this Agreement and the Union constitution.

- E. The Union and MMCA shall establish a Joint Committee of equal representation to monitor and verify the contributions and deductions made and the number of hours worked by employees of any Employer bound by this Agreement. Any discrepancy of late payment shall be dealt with by Joint Committee and the Employer concerned (including self-employed Union members).

- F. It is specifically agreed that either part to this Agreement may enforce the obligations and any default or violation of such obligations, through the grievance and arbitration procedure establish in this Agreement.

SIGNED by the Authorized Officers of the Manitoba Masonry Contractors Association:

Per _____

R. Wiebe, President
Manitoba Masonry Contractors
Association

Per _____

M. Laarveld, Vice President
Manitoba Masonry Contractors
Association

**SIGNED on behalf of the International Union of Bricklayers and Allied Craft workers,
Local No. 1 of Manitoba and its Members.**

Per _____

Business Manager

Per _____

President

DATED at Winnipeg this _____ day of _____, 2022

he signatory members of the Manitoba Masonry Contractors Association as of date of signing are:

RHI CANADA LTD
ROMA MASONRY LTD
KORNERSTONE MASONRY
EURO-CAN ENTERPRISES LTD
LEAD MASONRY LTD

BLEROT MASONRY LTD
ALPHA MASONRY LTD
B & F MASONRY LTD
CUNHA MASONRY INC.

Between:

International Union of Bricklayers and Allied Craft workers, Local No. 1, Manitoba

and:

The Manitoba Masonry Contractors Association

WHEREAS, there is in effect, in the Province of Manitoba, a Collective Agreement between the above mentioned parties, (hereinafter referred to as the "Agreement" for the period May 1, 2022 to April 30, 2025.

LETTER OF INTENT

This letter is intended to clarify expected practice. In the event of a conflicting legal interpretation the Collective Agreement shall apply.

To facilitate the hiring of suitable members in good standing:

- i. The Employer when they require new employees will contact the Union office and will describe the job specifications for the position(s) available and may request and hire available person known to them to fulfill these specifications by name.
- ii. The Union will inform the Employer of the persons they have available for hire that may meet the Employers requirements.
- iii. The Employer will then select suitable persons from among the applicants made available by the Union.
- iv. If the Union cannot supply suitable persons, the Employer may employ other persons who shall be required to obtain membership in the Union within thirty (30) days of their first day of employment. Where these persons are unqualified for membership the Union shall issue temporary work cards, under the conditions set forth in Section 19-(B) (4) (c) of the agreement.

It is further agreed that this letter of intent will remain in full force and effect for the same period as the Agreement referred to herein and will be deemed to be renewed on the effective date and for the same period as successor Collective Agreements, unless cancelled by notice by either the Union or the Employer given together with the notice to bargain collectively for the renewal for the Agreement referred to herein or successor Collective Agreements as the case may be.

LETTER OF UNDERSTANDING

1. Where within the scope of the above- mentioned Collective Agreement, it is a mandatory Requirement, for tending and/or obtaining a Federal, Provincial or Municipal Government construction contract or contracts, that an Employer participate in a preference of hiring system which differs from the provisions of Section 19 (B) (1) of the Collective Agreement, then the Employer shall be entitled to comply with such differing hiring system as is mandatorily required subject only to the following conditions:

- i. Section 19-(B) (4) (d) (i) of the Collective agreement shall not apply in the subject project only.
- ii. All other provisions of the Collective Agreement shall apply.
- iii. In order for this Letter of Understanding to come into force and effect, an Employer shall notify the Union prior to commencing work on any such project or projects within seven (7) days of being awarded the work by delivering to the Union by registered mail a true and certified copy of the mandatory requirements imposed and which necessities a "differing hiring system".

2. Notwithstanding (3) below, the Union reserves the right to withdraw and/or cancel from any Employers who fail to comply with, violate, or abuse the privileges contained in this Letter of Understanding.

3. This letter of Understanding shall become effective on May 1, 2022 and shall expire on April 30, 2025.

WAGE & BENEFIT SCHEDULE APPENDIX "B" OF THIS AGREEMENT

Wages and Benefits Journeyperson Bricklayers

2022 – 2025 Agreement

Journeyperson

Date:	May 1, 2022	Oct 1, 2022	May 1, 2023	Oct 1- 2023	May 1- 2024	Oct 1,2024
Increase	\$ 0.75	0.75	0.75	0.75	0.75	0.75
Wages	\$ 40.27	41.02	41.77	42.52	43.27	44.02
Stat Holiday						
Pay – 5.0%	\$ 2.01	2.05	2.09	2.13	2.16	2.20
Sub-total	\$ 42.28	43.07	43.86	44.65	45.43	46.22
Vacation 6%						
	\$ 2.54	2.58	2.63	2.68	2.73	2.77
Sub-total	\$ 44.82	45.53	46.49	47.32	48.16	48.99
Health/ Welfare						
	\$ 1.25	1.25	1.25	1.25	1.25	1.25
Pension						
Employee	\$ 1.39	1.39	1.39	1.39	1.39	1.39
Employer	\$ 6.30	6.30	6.30	6.30	6.30	6.30
TOTAL	\$ 50.98	51.82	52.65	53.48	54.32	55.15