

PROVINCIAL SHEET METAL ROOFERS' AGREEMENT

THIS AGREEMENT ENTERED INTO BETWEEN:

EACH OF THE UNIONIZED EMPLOYERS IN THE ROOFER TRADE DIVISION OF THE CONSTRUCTION INDUSTRY (HEREINAFTER REFERRED TO AS THE "EMPLOYER") ON WHOSE BEHALF THE CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF SASKATCHEWAN INC., AS THE REPRESENTATIVE EMPLOYERS' ORGANIZATION, HAS ENTERED INTO THIS AGREEMENT;

(Hereinafter Referred to as the "EMPLOYER")

- AND -

**THE SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL UNION 296,
SASKATCHEWAN:**

(Hereinafter Referred to as the "UNION")

**Effective May 16, 2013
Expires April 30, 2016**

SASKATCHEWAN STANDARDS OF UNION CONSTRUCTION

- **HARMONY**
- **QUALITY &
PRODUCTIVITY**
- **SKILLS**
- **MARKETABILITY**
- **INDIRECT COSTS
(FAIRNESS/REAL COSTS)**

Collective Bargaining Agreements and the operations of the participants, when assessed beside these standards, should not detract from any standard but should complement and raise each standard.

Adopted December 17, 1993

Trade Unions Affiliated With:

Saskatchewan Provincial Building
And Construction Trades Council

Unionized Employers as Represented By:

CLR Construction Labour Relations
Association of Saskatchewan Inc.

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DEFINITIONS

- APPRENTICE – 3RD YEAR** - as defined in the Apprenticeship Standards.
- APPRENTICE – 2ND YEAR** - as defined in the Apprenticeship Standards.
- APPRENTICE – 1ST YEAR** - as defined in the Apprenticeship Standards, must have a minimum of 2000 hours roofing experience prior to registering.
- BUILDING TRADES COUNCIL** - means the Saskatchewan Provincial Building and Construction Trades Council or SPB&CTC
- CLASSIFIED WORKER** - means a worker limited or no roofing experience capable of performing entry level tasks or single job specific skills.
- CLR** - means CLR Construction Labour Relations Association of Saskatchewan Inc.
- COMPANY** - means a Contractor referred to in this agreement, engaged in Roofing as defined in the Apprenticeship and Tradesmen Qualification Regulations under the Apprenticeship Act, Province of Saskatchewan, and will further include any shareholder(s) holding a Major equity or control therein who shall perform or cause to be performed, any work covered by this Agreement under its own name or under the name of another as a person, corporation, company, partnership, enterprise, associate, combination or joint venture. The term Company shall further apply to all such work performed under the name of the Employer, or the name of any other person, corporation, company, partnership, enterprise, associate combination or joint venture. And finally, the term company will include any "Parallel Business, Service Company, or Holding Company (s)" who are employing workers; and "New Acquisition Company (s)" who are employing workers engaged in the Roofing Trade defined above.
- EMPLOYEE** - means Journeymen Roofers, and Registered Apprentices according to Provincial Government classification as the case may be, Roofers #1, and Classified Workers and a member in good standing of the Sheet Metal Workers' International Local 296 Saskatchewan.

EMPLOYER

- means the Company subject to this Agreement and shall include any Officer, Agent, Superintendent, or other representative acting in any way for or on behalf of an Employer.

KM

- means kilometre by road (not radius).

LOCAL RESIDENT AND RESIDENCE

- a local resident is a person who has resided within eighty (80) kilometres of a project, but outside the cities of Regina and Saskatoon, for at least six (6) months immediately preceding the date of hire.

- an Employee's residence is the place where he permanently maintains a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which he resides.

- Original Documents (not photocopies) are required for proof of residence. These will be verified by the Employer, copied and returned. Two (2) of the following are acceptable:

- Income Tax Assessment
- Property Tax Assessment
- Unemployment Insurance
- Utilities Receipt

LOCAL UNION OR UNION

- means the Sheet Metal Workers' International Association Local 296 Saskatchewan.

PROBATIONARY WORKER

- means a casual worker who is hired for a probationary period of thirty (30) days or less

ROOFER #1

- means a roofer who has not registered as an apprentice or who has not written the Journeyman examination, but has acquired 3600 roofing practice hours and is capable of performing 90% of the Duties of a Journeyman (a non-ticket Journeyman)

ARTICLE 1:00 PURPOSE AND SCOPE

- 1:01 This agreement made and entered into by the parties specified above, establishes by mutual consent of both parties, specific rules and regulations to govern employment wage scales and working conditions within the geographical jurisdiction (herein defined) of Members of Local Union 296 Saskatchewan and in the employ of the Employers subject to this Agreement.
- 1:02 The parties of this Agreement agree to carry out in good faith the provisions contained herein.
- 1:03 The geographical jurisdiction of this Agreement shall be the Province of Saskatchewan.
- 1:04 This Agreement covers the rates of pay, fringe benefits, rules and working conditions of all Employees of the Employer engaged in but not limited to:
- a) The building or laying of what is known as 'built-up' or flat roofs, whether by hot or cold application.
 - b) The laying and covering of "steep and similar roof frames with "unitized" roofing materials such as tile, slate, shingles, etc., and all grouting connected with same.
 - c) All application of insulation and insulation board in connection with roofs.
 - d) The application of roof and promenade deck waterproofing with rubber or plastic coating materials, including light weight insulating concrete aggregate, etc...
 - e) All spudding, dismantling, repairs to roofs, re-roofing and maintenance of roofs.
 - f) The laying of promenade tile, wooden paving blocks, application of Styrofoam batting, etc., where these are bedded in asphalt or similar substances.
 - g) The damp and waterproofing of floors, foundations, pipes, tanks, etc., associated with such materials as pitch, tar, asphalt, plastic, bitumen, etc...
 - h) All caulking where its function is waterproofing and where it is performed as a specialty.
 - i) The application of roof decking materials such as cement panels, Structural Stramit in Insulation Stramit (not metal Deck).
 - j) The operation of all power equipment such as hoists, tankers, pumps, etc., associated with roofing.
 - k) The handling, loading, unloading, hoisting, rigging, moving, etc. of the jobsite or in the shop of all materials relevant to the foregoing.
 - l) None but Journeyman Roofers and their Apprentices, Roofer #1s, and/or Classified Workers who are members of Local Union 296, Saskatchewan shall be employed on the said work by the Employer.

- m) It is understood that the above written scope of work shall be applicable whether the work is considered commercial, industrial or residential.

ARTICLE 2:00 MASTER FORMAT

- 2:01 The terms and conditions of this Master Format apply to all appendices, except as otherwise amended by an appendix.

Special Projects

- 2:02 It shall be necessary for both Parties to mutually agree to amend provisions of this Collective Agreement by way of Appendices, where this action appears necessary or appropriate for certain projects because of the project location, type or size, or the Owner's specifications.

ARTICLE 3:00 UNION SECURITY, HIRING, JOB ACCESS, STEWARDS

3:01 Union Security

Every Employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new Employee whose employment commences thereafter, shall, within thirty (30) days after the commencement of his employment, apply for and maintain membership in the Union as a condition of his employment.

- 3:02 Upon the written request of any Employee within the scope of this Agreement or upon written request of the Union, the Employer agrees to deduct from the wages due to any such Employee, the Union dues, and submit all monies so deducted, along with a list of names and hours worked from each Employee who such deductions have been made, to the Union on or before the fifteenth (15th) day of each and every month.

3:03 Hiring

The Union agrees to supply the Employers with sufficient Roofing Tradesmen to meet their needs and the Employers agree that when hiring, they will first request the Union to supply Roofers.

In the event that the Union, upon request by an Employer, cannot supply any or all of the requested number of Roofers within two (2) working days following the request, then the Employer shall have the right to procure Journeymen Roofers and/or Apprentices from other available sources.

The Employers agree to clear all applicants for employment through the Union before starting work. All applicants are requested to have a referral slip in their possession.

On all projects the Employer shall be allowed to choose or name hire the first fifty per cent (50%) of the new Employees requested. The Sheet Metal Union Local 296 Saskatchewan shall supply the additional fifty per cent (50%) from the top of the Union unemployed list.

The Employer is allowed to call back all his workers from the Union's unemployed list who have previously been in his employ for a period of one (1) year in the last two (2) years.

Employers may hire Employees and the Union shall issue referral slips and/or clearance to Employees in accordance with the following priority:

- Qualified Saskatchewan Union Members whose residences are located within eighty (80) kilometres of the project.

3:04 It is hereby agreed that the Employer will not hire any person or persons other than Journeyman Roofers, Registered Apprentices, Roofer #1s, Classified Workers or Beginners. This clause will, however, permit those persons, who are engaged by the various Employers subject to this Agreement in classifications other than Journeyman Roofers, Registered Apprentices, Roofer #1s, Classified Workers or Beginners to complete their training to obtain journeyman status.

3:05 **Moonlighting**

Employees, when working for an Employer subject to this agreement, shall not engage in Roofing or other work for which he receives remuneration, except work done for themselves on their own premises. Any Employee covered by this Agreement, who, while in full employment of a signatory Employer engages in any other work in any occupation after hours shall be subject to disciplinary action by the Employer and the Union.

3:06 **Job Access**

The duly authorized Business Manager or Business Agent for Local Union 296 shall have access to jobs and/or shops only with the permission of the Employer or representative and it is understood that the progress of the work in hand shall not be interfered with in any way.

3:07 **Stewards**

The Employers agree to recognize the Shop and Job Stewards and one shall be elected or appointed for each shop and/or each job site. The Steward shall be a working Journeyman, appointed or elected by the majority of Employees in the shop or on the job he is employed on. It shall be the responsibility of the Union to notify the individual Employer of the names of the Stewards in his establishment and the effective date of the said Steward's election or any changes that may be made from time to time in this connection.

- a) It shall be the duty of Stewards to observe conditions of employment and the conduct of the members and to see that the conditions of the existing Agreement are complied with; to assist whenever possible in adjusting differences and misunderstandings which arise out of the interpretation of the application of the provisions of the existing Agreement in connection with the employment of members in the shop or on the job.

- b) If willing to work, where all other qualifications are equal, the Job Steward will have preference to work on overtime. The Steward will not be dismissed without discussion with the Business Representative.

Shop Stewards shall be allowed working time off when acting on a grievance provided they request permission from their foreman or immediate supervisor before acting on such grievance and they report to their foreman or supervisor on resuming their normal duties and will give reasonable explanation if required. No allowance will be given for time taken during working hours for organizational work or other matters of Union nature not pertaining to a grievance.

The Employer subject to this Agreement shall grant leave of absence to the Shop Stewards or other members of the Union for a period not exceeding two (2) weeks in any year for the purpose of attending to such duties as may be delegated to the said Employee(s). Notice of seven (7) days in writing must be made by the Employee concerned. Such leave of absence as may be granted to the Employee shall be without pay. This clause shall not be used for walkout.

No Employee shall be discharged or discriminated against for his activity as a Union member. A Member who works on Committee or under the instructions of the Union shall not be discriminated against or lose his employment for such reasons.

ARTICLE 4:00 TERMINATION OF EMPLOYMENT

- 4:01 The Employer shall have the right to determine the competency of its Employees and to discharge or refuse to employ in its discretion any Employee for any just and sufficient cause. The Employer agrees, however, that no Employee shall be discriminated against by reason of his membership in the Union, or his participation in its lawful activities.

ARTICLE 5:00 MANAGEMENT RIGHTS

- 5:01 The Union agrees that it is in the exclusive jurisdiction of the Employer to exercise the usual functions of management, including, but not so as to restrict the generality of the foregoing, the right;
 - a) To conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the kinds and locations of machines, tools, and equipment to be used and the schedules of jobs and work, to classify and judge the suitability of Employees for various types of work, and to maintain order, discipline and efficiency.
 - b) To select, hire, discharge, transfer, promote, lay off, or otherwise discipline Employees, provided that a claim by an Employee that he has been discharged without reasonable cause shall be subject to the provisions of the Grievance Procedure.

- c) To make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the Employees, violations of which will be cause for discipline and may include discharge.

ARTICLE 6:00 JOINT LABOUR MANAGEMENT COMMITTEE

6:01 The signatories of this Agreement shall form a Labour Management Committee, to meet at least once per year, or more.

To ensure its effectiveness this Committee shall be separate and apart from the grievance procedure.

The purpose of the Committee is to discuss mutual problems and matters of interest which may include recommending the clarification of matters relating to the collective agreement. Any clarifications that may result shall be communicated by the Union to its members and by CLR to all unionized Employers in the Roofing Trade Division.

Other duties of the Committee shall include, but are not limited to, investigating and recommending ways to promote unionized construction in the Roofing industry; identify future skill shortages in the industry and recommend training and development initiatives, and investigating and recommending methods to improve labour relations for the betterment of the industry.

ARTICLE 7:00 NO STRIKE/NO LOCKOUT

7:01 The Employer agrees that it will not cause or direct any lock-out of Employees.

7:02 No Employee working under the terms and conditions of this Agreement shall strike during the term of this Agreement. No person, Employee or trade union shall declare, authorize or participate in a strike or other collective action which will stop or interfere with production or counsel a strike or collective action to be effective during its term. Violations of this Article may be cause for termination of the Employee.

ARTICLE 8:00 GRIEVANCE PROCEDURE AND ARBITRATION

8:01 It is the mutual desire of the parties hereto, that complaints of Employees shall be adjusted as quickly as possible. The Foreman or Supervisor shall be given the opportunity to adjust a complaint. When a complaint is reduced to writing it shall be termed a grievance. It is agreed that it is the spirit and intent of this Agreement to address grievances promptly. All grievances must be initiated within ten (10) working days of the incident.

8:02 A grievance shall mean any difference or dispute concerning the interpretation, application, administration or alleged violation of the Agreement and shall be handled in the following manner:

Step I: The aggrieved party shall discuss his complaint with his Steward and the Foreman or immediate Supervisor, who shall endeavor to settle this complaint.

Step II: If the complaint is not settled within three (3) working days excluding Saturday, Sunday and recognized holidays, from the date there is evidence of a grievance having occurred, it shall be reduced to writing and referred to the Local Union's Business Representative and the Employer's Labour Relations Representative on site.

Step III: If the grievance is not settled within thirteen (13) working days, excluding Saturday, Sunday and recognized holidays, from the date of the occurrence giving rise to the grievance, either party may request that the grievance be referred to the Union's International Representative and the Head Office of the Employer. If the grievance is not settled within twenty three (23) working days excluding Saturday, Sunday and recognized holidays, from the date there is evidence of a grievance having occurred, the grievance shall proceed to Arbitration at the request of either party.

Optional Grievance Mediation

The parties may agree to refer one or more grievances to a grievance mediator for the purpose of resolving the grievances in an expeditious and informal manner.

1. The parties shall not refer a grievance to a grievance mediator unless they have agreed on the nature of any issues in dispute.
2. On a joint request by the parties, the Minister of Labour shall appoint a grievance mediator.
3. A grievance mediator appointed by the Minister shall begin proceedings within ten (10) days after being appointed or on any day that the parties jointly request.
4. Where the parties jointly request the appointment of a grievance mediator pursuant to this section, any provisions of the collective bargaining Agreement that impose a limitation of time with respect to the reference of a grievance to arbitration are deemed to be inoperative.
5. The grievance mediator shall endeavor to assist the parties to settle the grievance by mediation.

6. If the parties are unable to settle the grievance by mediation, the grievance mediator shall endeavor to assist the parties to agree on the material facts in dispute, and then the parties may determine the grievance in accordance with the arbitration provisions commencing with Step IV.

Step IV: If the option in Step Three is not exercised, the grievance shall proceed to Arbitration at the request of either party.

Step V: It is understood and agreed that any of the time limits herein may be extended by mutual agreement in writing.

Step VI: Any grievance between the Employer or the Union concerning the interpretation, application, administration or alleged violation of the Agreement shall be dealt with commencing with Step Two.

Arbitration

Step VII: When a Union or an Employer requests that a grievance be submitted to Arbitration, it shall make such a request in writing (Registered Mail or Fax) addressed to the other party.

Step VIII: A request to proceed to Arbitration shall be made within five (5) working days excluding Saturday, Sunday and recognized holidays immediately following the time limits set forth in Step Three.

Step IX: A single Arbitrator shall be selected by mutual agreement or if the Parties fail to agree on an Arbitrator within three (3) working days, a single Arbitrator appointed by the Minister of Labour shall hear any grievance which has been referred to Arbitration pursuant to this Agreement.

Step X: Both parties to the dispute shall share equally the expenses and fees of the Arbitrator.

Step XI: The Arbitrator shall sit, hear the parties, settle the terms of the question to be arbitrated and make its award within ten (10) days from the date of appointment, provided the time may be extended by the agreement of the Parties.

Step XII: The decision of the Arbitrator shall be final and binding upon both Parties.

ARTICLE 9:00 HOURS OF WORK, OVERTIME, SHOW UP TIME, CALL OUTS, SHIFTS, REST BREAKS

9:01 Hours of Work

The regular working week shall consist of five (5) days, Monday to Friday inclusive.

Forty (40) hours shall constitute a regular working week.

a) Five Day Work Week Schedule

The regular work day shall be between the hours of 8:00 a.m. and 5:00 p.m. with 1/2 hour unpaid lunch period between the hours of 12:00 p.m. and 1:00 p.m. and shall consist of eight (8) hours labour in the shop or on the job.

The work week shall consist of forty (40) hours normally worked between 8:00 A.M. Monday and 5:00 P.M. Friday. The starting and quitting times may be varied by mutual consent, due to weather conditions, so that the work week of forty (40) hours may be obtained.

b) Four Day Work Week Schedule

Upon the request of either party, the decision to change the work week to a four day work week schedule may be considered Monday through Friday, Employees may be scheduled to work ten (10) hours a day at straight time. If required to work more than ten (10) hours in any day or forty (40) hours in any week applicable overtime will be paid.

9:02 Overtime

a) Five Day Work Week Schedule

When working under the four (4) or five (5) day work week schedule, Employees shall receive one and one-half (1.5x) times their regular rate of pay for over time worked Monday to Saturday.

b) Make-up Day

When working under either the four (4) or five (5) day work week schedule, Friday and or Saturday may be used as a make-up day when weather conditions have caused lost time during the regular work week. A make-up day will only be worked during the same week that the time is lost. Work performed on a make-up day shall be paid at the regular straight time rate for the first ten (10) hours to a maximum of forty (40) hours per week after which the overtime rates shall apply. In no case shall the time scheduled on a make-up day be less than eight (8) hours. Time worked on make-up days shall be on a voluntary basis and each Employee has the right to refuse such work.

d) Sundays and Holidays

All hours worked on Sundays and recognized holidays shall be paid at double time (2x).

9:03 **Show Up Time**

Employees covered by this Agreement who report for work by direction of the Employer and not placed at work, shall be entitled to receive three (3) hours pay at their established rate, weather conditions prevailing.

9:04 **Call Outs**

- a) Employees who have performed work during the day and who respond to a request to return to work additional time shall be compensated as follows:
 - i. Employees shall receive a minimum of three (3) hours pay at the applicable overtime rate or for actual hours worked whichever is greater.

9:05 Shifts other than regular hours may be worked provided the shift lasts more than three (3) consecutive working days. Shifts other than day shift may commence anytime between the hours of 12:00 noon and 4:00 a.m.

No Employee shall work more than one straight time shift in each consecutive twenty-four hour period. An Employee shall continue to receive the overtime rate after each shift until a break of eight (8) consecutive hours occurs.

Any shift other than a day shift shall be classed as a second or third shift. A premium of two dollars and fifty cents (\$2.50) for each hour worked on the second and third shifts. In order to change shifts the Employer must notify the Employees in writing at least 24 hours prior to the shift commencing. If the Employer fails to notify the Employees, then the overtime provisions of this agreement shall apply.

9:06 **Rest Breaks**

Each Employee shall receive a ten (10) minute rest break. One ten (10) minute rest break on the morning shift from 10:00 a.m. to 10:10 a.m. and one ten (10) minute rest break on the afternoon shift from 2:30 p.m. to 2:40 p.m.. Rest breaks may vary by mutual consent of the parties.

When overtime begins, the Employee(s) will be allowed a ten (10) minute rest break with pay between the end of the shift and the start of the overtime and every two (2) hours thereafter. Rest breaks may vary by mutual consent.

The rest break for a scheduled ten (10) hour work day will be extended to two (2) fifteen (15) minute rest breaks.

ARTICLE 10:00 RECOGNIZED HOLIDAYS AND VACATION

10:01

a) The recognized holidays shall be as follows:

- | | |
|------------------|------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Saskatchewan Day | |

Heritage Day once legislated and proclaimed in the Province of Saskatchewan or any other holiday that may be proclaimed during the life of this Agreement.

b) Under no circumstances shall any work be performed on Labour Day except in cases of emergency involving life or property. When a recognized holiday falls on a Saturday or Sunday, the next following work day shall be taken as an alternate day off. When two (2) recognized holidays fall on a succeeding Saturday or Sunday, the following Monday and Tuesday shall be taken off as alternate days.

Recognized Statutory holiday pay shall accrue at four and one half percent (4 1/2%) of gross earnings, and shall be paid on each pay day.

10:02 Vacation Pay

Annual vacation pay shall accrue at the rate of six percent (6%) calculated on gross earnings and shall be paid on each pay day.

Each Employee shall be entitled to three (3) weeks annual vacation. Vacation shall be arranged between Employees and Employer to the most reasonable satisfaction of both.

After ten (10) years of employment, in accordance with the Labour Standards Act, each Employee shall be entitled to four (4) weeks annual vacation. Annual vacation pay shall accrue at the rate of eight percent (8%) calculated on gross earnings and shall be paid on each pay day.

After twenty five (25) years of employment, in accordance with the Labour Standards Act, each Employee shall be entitled to five (5) weeks annual vacation. Annual vacation pay shall accrue at the rate of ten percent (10%) calculated on gross earnings and shall be paid on each pay day.

ARTICLE 11:00 WAGE SCALES, PAYMENT OF WAGES, FRINGE BENEFITS

11:01 Wage Scales

Journeyman

Effective May 16, 2013	-	\$ 24.92 per hour
Effective May 1, 2014	-	\$ 25.61 per hour
Effective April 30, 2015	-	\$ 26.32 per hour

Roofer #1

Shall be paid eighty-five percent (85%) of the Journeyman Roofers' wage rate.

Apprentice Roofers

3rd year (2nd 6 months)	85% of Journeyman's Rate
3rd year (1 st 6 months)	80% of Journeyman's Rate
2nd year (2 nd 6 months)	75% of Journeyman's Rate
2nd year (1 st 6 months)	70% of Journeyman's Rate
1st year	60% of Journeyman's Rate

Classified Worker

Second Step- After 1000 hours	55% of Journeyman's Rate
First Step - less than 1000 hours	50% of Journeyman's Rate

Probationary Employee

45% of Journeyman's Rate

Roofer/Flasher

85% of Journeyman's Rate.

Foremen

- a) It is the intent of both parties to this Agreement that the term "Foreman" shall mean any Journeyman Roofer of a signatory Employer who is designated by such Employer to supervise the activities of other Employees.
- b) The Employer shall designate a Journeyman Roofer as a "B" Foreman when up to six (6) workmen are employed on any jobsite.

"B" Foreman's Rate shall be Seventy-five cents (\$0.75) above Journeyman's Rate of Pay.

- c) The Employer shall designate a Journeyman Roofer as an "A" Foreman when up to ten (10) workmen are employed on any jobsite.

"A" Foreman's Rate shall be One Dollar Twenty-five cents (\$1.25) above Journeyman's Rate of Pay.

11:02 Payment of Wages

- a) Wages shall be paid to each Employee at least every Friday.
- b) The Employer may withhold a reasonable amount of wages, not to exceed one (1) week's wages, in order that the payroll may be prepared.
- c) In the event that an Employee covered by this Agreement ceases to be an Employee of the Employer, the Employee shall be paid all wages, including holiday and vacation pay and the Record of Employment shall be made available to him or mailed by registered mail within five (5) working days.
- d) Where an Employee is not paid as provided above, such Employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and all other conditions until there is compliance with the provisions or other arrangements are made between the Employer and the Union.
- e) If the Employer can prove in writing that it was beyond the company's control, then the above clause does not apply.

11:03 Fringe Benefits

The Employer shall contribute to all fringe benefits and trust funds.

All contributions must be submitted by the fifteenth (15th) day of the month following the month for which such contributions are payable. Failing to do so, the Employer agrees to pay a penalty of five per cent (5%) per month for all monies outstanding.

Where an Employee performs work that would require the Employer to contribute hourly contributions to each of the trust funds in the amounts specified in this Collective Agreement, then the Employer shall keep, and shall be deemed to have kept, such amounts separate and apart from his own monies and shall be deemed to hold the sums so deducted in trust on behalf of Employees until the Employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment, or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable trust fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the applicable fund as is herein before provided for, is deemed to be held in trust for the Trustees of that trust fund and such funds shall be deemed to 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.

The Employer authorizes the Parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer.

a) **Health and Welfare Trust Fund**

Classified Workers (First Step 0-1000 hrs) shall not pay into the Health & Welfare Fund.

Employer Contribution

The Employer shall contribute one dollar and forty-five cents (\$1.45) per hour for each hour worked by his Employees covered by the terms of this Agreement and shall submit such contributions to a trust account as designated by the Trustees. Contributions will be made on the basis of full and half-hours.

Employee Contribution

The Employees agree to contribute to the Trust Fund forty cents (\$0.40) per hour worked, which amount shall be deducted from the Employee's wages by the Employer and paid to the Health & Welfare Trust Account.

Both Parties to this Agreement agree to continue the Health & Welfare Trust Fund.

The Employers and the Union shall elect an equal number of Trustees who shall have the responsibility of administrating the Health & Welfare Plan.

b) **Pension Plan Trust Fund**

Classified Workers shall not pay into the Sheet Metal Workers Local 296 Pension Trust Fund nor shall the Employer contribute his portion on the Classified Workers' behalf.

Employer Contribution

The Employer shall contribute one dollar and sixty cents (\$1.60) per hour for each hour worked by his Employees covered by the terms of this Agreement and shall submit such contributions to a trust account as designated by the Trustees. Contributions will be made on the basis of full and half-hours. These contributions shall be in addition to any compulsory Government pension plan.

Employee Contribution

The Employees agree to contribute forty cents (\$0.40) per hour worked to the Trust Fund, which amount shall be deducted from the Employees' wages by the Employer and paid to the Pension Plan Trust Fund.

Both parties to this Agreement agree to continue the Pension Plan Trust Fund.

The Trustees as set up under the Health and Welfare Fund shall also be the Trustees for the Pension Plan.

c) **Educational Trust Fund**

The Employer shall contribute ten cents (\$0.10) per hour for each hour worked by his Employees covered by the terms of this Agreement, and shall submit such contributions to the deposit account designated by the Joint Training Committee as a Trust Fund Deposit Account.

The Employer and Union agree to participate in an Educational Trust Fund for the development of skills of Journeymen and Apprentices in the Roofing Industry.

The Employer and the Union shall form a joint and equal Educational Trust Fund Committee and be composed of four (4) members representing the Employers who are subject to this Agreement and four (4) members representing the Union selected by the groups they represent. Such Committee to be responsible for the joint administration of the said Trust Fund.

d) **Trade Promotion Fund**

The Employer shall contribute five cents (\$0.05) per hour for each hour worked by his Employees covered by the terms of this Agreement and shall submit such contributions to the S.M.W. & Roofers Local 296 Trade Promotion Fund.

ARTICLE 12:00 GENERAL WORKING CONDITIONS

12:01 It shall be the responsibility of the Employer to supply heated lunch rooms, change rooms, and clean rest rooms on the job sites subject to prevailing conditions and joint responsibility.

ARTICLE 13:00 TOOLS AND EQUIPMENT

13:01 Employers shall provide, where required, in good condition, scaffolding or ladders or other like equipment. It shall be the responsibility of the Employee to inspect equipment and satisfy himself that it is safe and suitable for the purpose for which he intends to use it, and notify the Employer of any need of replacement or added equipment for his safety. Also, it will be the responsibility of the Employee to request assistance from the Employer when ladders are to be used over one storey or its equivalent. Such tools as are supplied by the shop shall be the reasonable responsibility of the Employee concerned.

An Employee found abusing Company tools shall be subject to immediate dismissal or voluntary replacement of the tools.

13:02 The Employer shall see that safe ladders, properly maintained, and guarded kettles and other appurtenances of the trade shall be provided on all jobs.

13:03 Whenever a heating kettle is used, there shall be not less than two men on the job at all times except for preliminary heating where other Employees are expected to arrive shortly.

13:04 Employees shall provide and shall wear at all times on roofing jobs such clothing that shall at all times completely cover the arms and legs.

ARTICLE 14:00 CLOTHING

14:01 The Employer shall supply one (1) pair of coveralls after every six (6) months of employment.

The Employer shall supply one (1) pair of gloves after every month of employment.

The Employee must turn in worn out coveralls or gloves before receiving a new pair.

ARTICLE 15:00 SAFETY AND PRODUCTIVITY

15:01 Safety

It is agreed that Employers and Employees shall maintain and abide by all site safety regulations as established by the Employer and all applicable provincial and/or federal safety legislation.

15:02 The parties to this Agreement recognize the mutual value of improving, by all proper and reasonable means, the safety of the individual worker and shall participate in and promote safety programs. Documentation of any previous training shall be provided by the Employee upon request by the Employer.

15:03 It is understood and agreed that the Employers and Employees shall at all times comply with the Accident Prevention Regulations and pursuant to the current Occupational Health Act, and any refusal on the part of the worker to work or to continue to work in contravention of such regulation shall not be deemed to be breach of this Agreement.

The Employer, as a matter of policy, will conduct regular safety meetings.

15:04 Employees should not and shall not work with workmen who are incapacitated through consumption of alcohol and/or drugs.

15:05 No Employee shall be allowed to ride in the rear of trucks unless such trucks are equipped in accordance with Occupational Health & Safety Regulations.

15:06 An Employee who is injured while working for the Employer and who is sent home because of such injury shall receive pay up to the end of the shift in which he was injured. The Steward will be allowed time to gather the injured worker's personal belongings as soon as possible after the accident and if the case warrants it, the Employer shall designate someone to accompany the injured worker to the doctor or hospital without loss of pay for the regular shift.

15:07 **Productivity**

The Union shall place no limitations upon the amount of work which an Employee shall perform during the working day and there shall be no restrictions imposed against the use of any type of machinery, tools or labour saving devices.

15:08 It is agreed that productivity and quality of work is one of the objectives of the Parties to this Agreement.

ARTICLE 16:00 TRANSPORTATION EXPENSES

16:01 **Local Residents**

- a) Local residents shall not be entitled to initial, terminal or rotational transportation.
- b) Local residents living beyond the thirty (30) kilometre free zone around the project shall be paid fifty-eight cents (\$0.58) per road kilometre effective May 3, 2007, from their residence to the edge of the free zone and return for every day the Employee works or reports to work. If called to return to work during the same twenty-four (24) hours, shall receive same payment as above.

16:02 **Free Zone**

Thirty (30) road kilometres around the project site shall comprise a Free Zone.

16:03 **Daily Transportation**

When an Employee is required to supply his/her own transportation beyond the City Limits of Regina or Saskatoon, each Employee shall be paid a transportation expense fifty-eight cents (\$0.58) per road kilometre effective May 3, 2007. The transportation expense is to be calculated from the City Hall in Regina, Saskatoon or Prince Albert to the boundary of the project Free Zone and return daily. When an Employer is providing transportation, each Employee shall be paid an allowance equal to his/her straight time rate for the actual travel time.

16:04 **Daily Transportation with Board and Room or Subsistence**

On projects where room and board or subsistence allowance applies and the temporary domicile is beyond thirty (30) road kilometres Free Zone around the project, the Employer shall provide transportation or each Employee shall be paid fifty-eight cents (\$0.58) per road kilometre effective May 3, 2007, when supplying his/her own transportation, from the temporary domicile to the boundary of the project thirty (30) road kilometre Free Zone and return daily

When an Employer is providing transportation, each Employee shall be paid an allowance equal to his/her straight time rate for actual travel time from point of pick up to the project and return daily.

All equipment used to transport workers must be suitable and acceptable to trades utilizing such transportation.

When the Employees are traveling in a Company service vehicle, all occupants shall be paid at applicable rates and shall be considered working.

16:05 Initial and Terminal Transportation

On projects where accommodation is supplied or paid for, each Employee shall be paid a transportation expense of fifty-eight cents (\$0.58) per road kilometre effective May 3, 2007, to the project site from the dispatch point. For an Employee to qualify for initial transportation expense, the Employee must remain fifteen (15) calendar days or until lay off (whichever comes first). An Employee remaining thirty (30) calendar days, or in the event of a lay-off, shall have his/her return transportation expense paid to the dispatch point. The thirty (30) road kilometre Free Zone does not apply to initial and terminal transportation.

16:06 Rotational Transportation

Should the project be more than thirty (30) calendar days in duration each Employee shall receive round trip transportation expenses at the rate fifty-eight cents (\$0.58) per road kilometre effective May 3, 2007, every thirty (30) calendar days, including the first thirty (30) calendar days. The thirty (30) road kilometre Free Zone does not apply to rotational travel.

16:07 The Employer shall provide parking at to all Employees at no cost to the Employee at the shop and on all jobsites .

ARTICLE 17:00 CAMPS/COMMERCIAL ACCOMODATION

17:01 On out of town projects where Employees do not reside and commute daily from the cities of Regina, Saskatoon, or Prince Albert, the Employer shall provide:

- a) A camp; or
- b) Suitable commercial accommodation and board in a hotel or motel at no cost to the Employee

17:02 Camps

- a) Camps are not permitted within eighty (80) road kilometres of Regina, Saskatoon, or Prince Albert.
- b) In the event a camp is being contemplated, CLR and the SPB and CTC will meet to discuss the feasibility of a camp.
- c) All camps shall be constructed and maintained in accordance with the camp standards of the Saskatchewan Provincial Building and Construction Trades Council. These standards are to be used, as the minimum standards required for camps.

ARTICLE 18:00 BUILDING TRADES PER CAPITA DEDUCTION

18:01 The Employer agrees to deduct from each Employee covered by the terms of this Agreement, five cents (\$0.05) per hour for each hour worked by the Employee. Such deduction(s) to be remitted not later than the fifteenth (15th) day of the following month and made payable to the Sheet Metal Workers' International Association Local Union 296, Saskatchewan. The Local Union shall forward said monies to the Saskatchewan Provincial Building and Construction Trades Council (SPB & CTC) at 1111 Osler Street, Regina, Saskatchewan, S4R 8R4. The Local Union is to receive a list showing the amounts and a list of names from whom such deductions were made.

ARTICLE 19:00 CONTRACT ADMINISTRATION AND INDUSTRY DEVELOPMENT FEES

19:01 Contract Administration and Industry Development Fees have been committed to develop and maintain Collective Bargaining Agreements and to create, support and promote programs to continually enhance the unionized construction product.

The CODC Construction Opportunities Development Council Inc. ("CODC") has been incorporated to administer funds contributed on behalf of both the Saskatchewan Provincial Building and Construction Trades Council ("SPB & CTC") and CLR Construction Labour Relations Association of Saskatchewan Inc. ("CLR"). CODC will allocate the contributions to the respective organizations as provided for in this Article.

19:02 Each Employer subject to this Agreement shall contribute the following for all hours worked by each Employee:

a)	SPB & CTC	\$0.05/hour	(GST N/A)
	CODC Fund	\$0.03/hour	(Plus GST)
b)	CLR	\$0.10/hour	(Plus GST)
	CODC Fund	<u>\$0.03</u> /hour	(Plus GST)
	TOTAL	<u>\$0.21</u>/hour	

The rate of fees contributed on behalf of CLR may be changed at any time during the term of this Agreement by written notice to the Employer by CLR.

19:03 Each Employer shall remit the total contributions in this Article no later than the fifteenth (15th) day of the month following, together with the Report Form provided for this purpose to CODC Construction Opportunities Development Council Inc., P.O. Box 4019, Regina, SK, S4P 3R9.

19:04 The Union shall provide a summary of the total hours worked by Employees for each Employer on a monthly basis and shall submit the list to CODC by the fifteenth (15th) of the month following.

19:05 In the event of a failure on the part of any Employer to contribute the funds as required in this Article, the SPB & CTC or CLR may collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision in this Collective Agreement, by either the SPB & CTC or CLR in its own name against the subject Employer. Such a grievance may be referred by the SPB & CTC or CLR to arbitration without being processed through any intervening steps other than written notice of the grievance and the reference of the grievance to arbitration. The parties to the grievance for the purposes of appointment of the Arbitrator shall be the SPB & CTC or CLR and the subject Employer. The unsuccessful party shall pay the costs of the Arbitrator. The SPB & CTC or CLR may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

ARTICLE 20:00 FAVOURED NATIONS

20:01 No agreement embodying any terms or conditions more favorable to any other Employer than the terms and conditions embodied in this Agreement shall be signed by the Union with any other Employer engaged in construction within the geographical jurisdiction of this Agreement. In the event that any more favorable terms or conditions are extended to any other Employer by the Union or included in any agreement signed by the Union with any other Employer and made operative during the life of this Agreement, then such more favorable terms and conditions shall immediately apply to this Agreement, and be in force and effect as an amendment to this Agreement as though included herein.

Employees covered by this Agreement who are sent by their Employer into jurisdiction of another Local Union affiliated with the Sheet Metal Workers' International Association whose established wage rates are higher than those provided for in this Agreement, shall receive the higher rate of the Local Union into whose jurisdiction the Employees have been sent.

ARTICLE 21:00 GENDER

21:01 Where the masculine gender is used in this Agreement, it shall be considered to include the feminine gender.

ARTICLE 22:00 MARKET RECOVERY PROGRAM

22:01 The parties agree that increasing market share in the unionized sector of the Saskatchewan construction industry and enhancing the competitiveness of unionized contractors and their Employees in securing work are important objectives.

ARTICLE 23:00 SKILLS ENHANCEMENT TRAINING PROGRAM

23:01 To maintain the skills of journeymen and apprentices at the highest level, the Employer and the Local Union may agree to jointly sponsor short-term training courses.

Agreed upon courses will be held outside of regular working hours and Employees attending will do so on their own time.

ARTICLE 24:00 DURATION OF AGREEMENT

24:01 This Agreement shall be effective from May 16, 2013 and shall remain in full force and effect until midnight, April 30, 2016, and thereafter from year to year provided that either party may, not less than thirty (30) days or more than sixty (60) days before the expiry date of the Agreement, give notice in writing to the other party to negotiate a revision of the Agreement and where notice is given the parties shall forthwith bargain collectively with a view to the renewal or revision of the Agreement or the conclusion of a new Agreement.

EACH OF THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT AND CAUSED IT TO BE SIGNED BY ITS DULY AUTORIZED REPRESENTATIVE(S) THIS 16th DAY OF May, 2013.

SIGNED ON BEHALF OF: THE SHEET METAL WORKERS; INTERNATIONAL ASSOCIATION LOCAL UNION 296, SASKATCHEWAN

Lorne Andersen
Business Manager

Trent Marshall
President

SIGNED ON BEHALF OF: CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF SASKATCHEWAN INC.

Doug Christie
Trade Division Chairperson

Warren Douglas
CLR Executive Director