

# PROVINCIAL BRICKLAYERS' AGREEMENT

BETWEEN:

**EACH OF THE UNIONIZED EMPLOYERS IN THE BRICKLAYER/TILESETTER  
TRADE DIVISION OF THE CONSTRUCTION INDUSTRY 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 -

**INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS  
LOCAL 1 SASKATCHEWAN**

**(Hereinafter Referred to as the "UNION")**

**Effective May 4, 2008  
Expires April 30, 2013**

# **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 compliment 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**

- BUILDING TRADES COUNCIL  
OR SPB & CTC** - means the Saskatchewan Provincial Building  
and Construction Trades Council.
- CLR** - means CLR Construction Labour Relations Association  
of Saskatchewan Inc.
- CODC** - means CODC Construction Opportunities Development  
Council Inc.
- DISPATCH POINT** - means Moose Jaw, Prince Albert, Regina or Saskatoon.
- EMPLOYEE** - means anyone employed under the terms of this  
Agreement.
- EMPLOYER** - means a Company bound by the terms of this Collective  
Agreement.
- GENDER** - means where the masculine gender is used in this  
Agreement it shall be considered to include the feminine  
gender.
- INDUSTRIAL CONSTRUCTION**  
(See Appendix B) - Industrial construction shall mean construction  
work in respect of:
- Electrical Power Generation
  - Water Control Structures and Dams
  - The development of Mining and Smelting  
Properties
  - Oil Refineries, Upgraders and all forms of hydro  
carbon production, extraction or processing
  - The development of Chemical Plants from any  
and all forms of feed stocks or other sources
  - Pulp, Paper or Timber/Wood processing mills or  
sawmills
  - Toxic Waste Disposal Systems
  - Production and Processing Plants for Natural  
Gas, LPG, Oxygen, Carbon Dioxide, or any  
other manufactured gases
  - Base/Precious/Other Metal Production Plants or  
Upgrades of any and all kinds
  - Pumping stations and compressor stations for  
Gas or Oil (excluding Municipal Sewage and  
Water Treatment Plants)
  - Cement, Lime and Gypsum Plants
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- In addition, industrial construction shall include such work as may reasonably be considered as industrial construction as mutually agreed by CLR and the Union.

**KM**

- means kilometre by road (not radius).

**LOCAL RESIDENT**

- a local resident is a person who has resided within one hundred (100) kilometres of a project, but outside the cities of Regina and Saskatoon, for at least six (6) months immediately preceding the date of hire.

**LOCAL RESIDENCE**

- a local person'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 Bricklayers & Allied Craftworkers Local 1 Saskatchewan.

**MASON EMPLOYEE**

- means a Journeyman, Improver, Indentured Apprentice, Junior Employee or Probationary Apprentice.

**REFRACTORY**  
(See Appendix B)

- means the construction, removal or maintenance of all masonry work consisting of plastic, castables, acid proof materials, ceramic fibre materials, asbestos, or any refractory materials.
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**ARTICLE            1:00            OBJECT**

1:01            The object of this Agreement is to stabilize the Industry, elevate the trade and promote peace and harmony between the Employer and the Union; to facilitate the peaceful adjustments of all disputes and grievances; to prevent strikes and lockouts, waste, expense and avoidable and unnecessary delays in construction and repair work.

1:02            **Special Projects**

The parties hereto may mutually agree in writing to amend the provisions of this Collective Agreement where this action appears necessary or appropriate for certain projects because of the project location, type or size, or the Owner's specifications.

**ARTICLE            2:00            SCOPE**

2:01            This Agreement shall apply for all work within the jurisdiction of the Union including any new or replacement materials in all sectors including, but not limited to, refractory, Industrial/Commercial/Institutional construction, and Residential, within the geographical area of the Province of Saskatchewan. For greater clarity, this Agreement also covers parging, plaster, lathe and cement masonry.

**ARTICLE            3:00            UNION RECOGNITION**

3:01            The Employer recognizes the Union as the sole collective bargaining agent for all Employees falling within the jurisdiction of the Union.

**ARTICLE            4:00            UNION SECURITY, HIRING,  
SUBCONTRACTING**

4:01            The Employer agrees to hire only members of the Union as long as the Union has members available to supply the needs of the Employer. Every Employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of employment and every new Employee whose employment commences hereafter, shall, within (30) days after the commencement of his employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of his employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his membership, or apply for and maintain his membership, or apply for and maintain his membership in the Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

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- 4:02 The Employer shall deduct from the wages of each Employee and transmit monthly to the Union (or to any agency designated by said Union for the collection of said money), working dues of 3% of total negotiated wage package for each hour worked plus the periodic monthly dues. The remittance shall be accompanied by a statement of the names of the Employees from whom the sums have been deducted. The Union shall provide the Employee a dues receipt for income tax purposes.
- 4:03 Under the terms of this Agreement, only two (2) principals, partners, or shareholders will be allowed to work on the tools or act as foremen. The Union will provide the Joint Conference Board with the names of such individuals. All other individuals performing a work function covered by the terms of this agreement will be considered employees.
- 4:04 The parties agree that if and when the Employer shall perform work of the type covered by this agreement at the site of a construction project, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work.
- 4:05 **Local Residents Preference**
- Notwithstanding anything in this agreement, local residents who are Union members shall have preference for employment providing they so qualify.
- 4:06 **Sub-Contractor Clause**
- Employers signatory to this Agreement shall have the right to sublet, transfer or assign their work within the work jurisdiction of the Union to any person, firm or corporation provided that such sub-contract, transfer or assignment is made conditional upon any person, firm or corporation so delegated to comply with the operating terms of the Agreement in force and effect.
- 4:07 All alleged violations of this Article shall be considered a dispute under this agreement and shall be processed in accordance with the grievance and arbitration provisions of this agreement. As a remedy for violation of this Article, the arbitrator or arbitration board appointed under this agreement shall be empowered at the Union's request to require the Employer to: . . . (1) . . pay to affected employees covered by this agreement, the equivalent of wages lost by such employees as a result of the violations, . (2) . . pay into the affected joint trust funds established under this Agreement any delinquent contribution to such funds which have resulted from the violations including such interest as may be prescribed by the arbitrator or arbitration board. Provision of this remedy shall not make it the exclusive remedy to the Union or violation of this Article, nor does it make same or other remedies unavailable to the Union for violation of other Articles of this Agreement.
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**ARTICLE 5:00 JOB ACCESS, STEWARDS**

5:01 The President or authorized Union representative shall be granted access to all jobs covered by this Agreement in carrying out his regular duties after notifying the Management or authorized representative of his presence on the job.

5:02 Stewards shall have completed a Steward Training Course applicable to this trade. There shall be no non-working steward(s). The Union shall notify the Employer in writing of the name(s) of its steward(s). The steward will be allowed reasonable time to perform his duties. The steward(s) shall be one (1) of the last two (2) employees within his appendix to be laid off, provided there is work available for which he is qualified, otherwise the Union will be notified in writing in a timely fashion in order to appoint a successor(s). The steward(s) shall not be discriminated against and shall receive his fair share of overtime work for which he is qualified.

**ARTICLE 6:00 TERMINATION OF EMPLOYMENT**

6:01 Laying off or discharging Employees covered by this Agreement shall be done through the Foreman of the particular trade concerned, or through Management.

6:02 In order to avoid unnecessary discrimination and ill feeling through discharge of any members, the Foreman or Masonry Superintendent shall advise the Employee and Job Steward as to the reason.

**ARTICLE 7:00 MANAGEMENT RIGHTS**

7:01 The Union acknowledges that it is the exclusive function and right of the Employer subject to the terms of this Agreement to:

- (a) Operate and manage its business in all respects and in accordance with its commitments and responsibilities.
  - (b) Maintain order, discipline and efficiency.
  - (c) Make and alter from time to time, rules and regulations to be observed by the Employees.
  - (d) To direct the working force.
  - (e) Hire, promote, demote, transfer, rehire, lay off because of lack of work, recall, discipline, suspend and discharge for just cause, any Employee provided that any wrongful discipline, suspension or discharge will be subject to the Grievance Procedure provided herein.
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- (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 endeavour 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 endeavour 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 9:05.

- 9:06 Each party shall appoint one (1) member as its representative on the Arbitration Board within seven (7) days of such notice. The two (2) members so appointed shall endeavour to select an independent Chairman.
- 9:07 If the two members fail to select a Chairman within five (5) days after the day on which the last of the two members is appointed, they shall request the Minister of the Department of Labour to select a Chairman.
- 9:08 The Arbitration Board may not change, modify or alter any of the terms of this Agreement. All differences submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provision of the Agreement.
- 9:09 The Arbitration Board shall give its decision not later than fourteen (14) days after the appointment of the Chairman except that with the consent of both parties such limitation of time may be extended. The findings and decision of the majority of the members of a Arbitration Board on all arbitrable questions shall be binding on all parties.
- 9:10 Each party to the difference shall bear the expenses of its respective nominee to the Arbitration Board and the two parties shall bear equally the expenses of the Chairman.
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In the event a jurisdictional dispute arises, the representative(s) of the Union(s) shall first seek resolution of the dispute at the project level. In the event no resolution is found at the project level, the respective International Union(s) shall follow the procedures of the Canadian Jurisdictional Disputes Plan, or its successor.

A mark-up conference for small projects may be conducted by facsimile when mutually agreed with the Saskatchewan Provincial Building and Construction Trades Council.

In addition to the above provisions, the Employer shall give separate notification on a timely basis to the Union of all pre-job conferences and equipment mark-up meetings, and supply to the Union all information, drawings, etc. that may be required for the Union to determine work included in the project under its jurisdiction. In the event the Union is denied participation at the pre-job conference and equipment mark-up meetings, the Employer shall accept work claims from the Union on a timely basis as if the Union had been a participant in the meetings.

**ARTICLE 11:00 JURISDICTIONAL ASSIGNMENT PLAN**

11:01 **Jurisdictional Disputes Resolution**

Jurisdictional disputes involving workers employed under this Collective Agreement shall henceforth be resolved under the provisions of the Canadian Jurisdictional Disputes Plan in accordance with its rules and regulations and without work stoppage, slow down or other lack of production, and it is further agreed that a jurisdictional dispute shall in no way interfere with the progress or prosecution of work.

**ARTICLE 12:00 HOURS OF WORK, OVERTIME,  
SHOW UP TIME, CALL OUTS,  
SHIFTS AND REST BREAKS**

12:01 **Hours of Work**

The regular work week shall be forty (40) hours per week.

(a) **Five Day Work Week Schedule**

The regular hours of work shall be eight (8) hours per day, Monday to Friday inclusive.

The regular hours of work shall be classed as straight time and shall normally be performed between 7:00 a.m. and 6:00 p.m.

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All Employees who work a regular shift shall be given a one (1) hour lunch period, provided, however, the lunch period may be reduced to a thirty (30) minute period of time. Deviation from the regular starting time may be allowed by mutual agreement between the Employer and the Union.

**(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 shall be discussed with the other party prior to implementation.

12:02

**Overtime**

When non-scheduled overtime is worked in excess of two (2) hours beyond the normal shift, the Employer shall provide a suitable meal at no cost to the Employee to be consumed at the end of the normal shift or not later than the second overtime hour. Additional meals will be supplied at the end of each subsequent four (4) hours thereafter.

**(a) Five Day Work Week Schedule**

When working under the five (5) day work week schedule, Employees shall receive one and one-half (1.5x) times their regular rate of pay for the first two (2) hours of overtime Monday through Friday. For Commercial/Institutional construction only, Saturday may be used as a make-up day when weather conditions have caused lost time during the regular work week. Work performed on a make-up day shall be voluntary and paid at straight time (1x) rates. All other overtime Monday through Friday shall be paid at double time (2x).

**(b) Four Day Work Week Schedule**

(i) When working under the four (4) day work week schedule, Employees shall be paid at double time (2x) the regular hourly rate for all hours worked in excess of the regular ten (10) hours per day Monday through Thursday.

(ii) Hours worked on Fridays (other than as a make-up day) shall be paid at one and one-half (1.5x) times the Employees' regular rate of pay for the first eight (8) hours. All other hours worked on Fridays shall be paid at double time (2x). Time worked on Fridays shall be considered scheduled work hours. The Employer must advise each Employee in advance the minimum number of hours to be worked or paid for on Fridays.

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(iii) When working under the four (4) day work week schedule, Friday may be used as a make-up day when weather conditions have caused lost time during the regular work week. Show-up time is not considered lost time. 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 double time (2x) 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 considered scheduled work hours.

(c) **Saturdays, Sundays and Holidays**

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

(d) Notwithstanding all of the above, where the conditions of the job are such that work must be carried out on occupied premises as an Owner requirement, then the work may be done at regular straight time rates during any hours or days, including Saturdays and Sundays, and overtime rates will apply for all hours worked over 40 hours in any one week period.

12:03

**Show Up Time**

When an Employee is requested to report to a job for hiring and is not hired, two (2) hours' pay shall be given to the Employee by the Employer. This payment shall not be made when the weather or site conditions due to weather do not permit work.

Any Employee who is instructed to report or regularly reports for work, and, upon reporting, is not placed at work, shall receive two (2) hours pay unless unable to work due to inclement weather or site conditions, and Employees shall remain on the job during waiting time. The Employee shall be paid to the nearest one-half (1/2) hour if work ceases because of circumstances beyond the control of the Employer.

Employees who have completed the day's scheduled hours of work and who respond to a request to return to work additional time, shall be compensated as follows:

Employees shall receive a minimum of two (2) hours pay at the applicable overtime rate or for actual hours worked whichever is greater.

12:04

**Shifts**

The Contractor may establish multiple shifts. Shifts must remain in effect for a minimum of three (3) consecutive shifts, otherwise the employee shall come under the terms of the regular work day or work week.

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Employees assigned from one shift to another shall receive at least twenty four (24) hours notice prior to such reassignment. In no case shall an employee suffer loss of regular weekly earnings due to a shift change.

**Shift Pay**

A shift may be any continuous shift of work conducted outside the regular shift on a project, scheduled to commence not before 12:00 noon and not later than 1:00 a.m. The hours of work for a shift shall be eight (8) hours exclusive of a lunch period, with a ten (10) minute break in each four (4) hour period. The rate for shift work shall be the regular wage rate plus twelve percent (12%) for each hour worked up to eight (8) hours. After eight (8) hours, the overtime rate shall apply. The Union shall be advised when shifts are scheduled.

12:05

**Rest Breaks**

Two ten (10) minute rest breaks will be allowed each day worked during normal working hours, one in the first half and one in the second half of each shift, or shifts. One rest break of ten (10) minutes will be permitted for every four (4) hours of overtime worked. Ten (10) minutes shall constitute a work break and the men shall not abuse this privilege. Employees shall not leave the jobsite.

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

**ARTICLE**

**13:00**

**RECOGNIZED HOLIDAYS AND  
VACATIONS**

13:01

(i) The recognized holidays shall be as follows:

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

(ii) 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 and Sunday, the following Monday and Tuesday shall be taken off as alternate days. Employees who are required to work on a recognized holiday shall receive appropriate overtime. Holiday pay shall be as set out in the appendix attached.

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- (iii) When working a four day work week, any recognized holiday falling on a Friday shall be observed on the preceding Thursday.
- (iv) Any deviation to the foregoing must be agreed upon by the Joint Conference Committee.

13:02 **Recognized Holiday Pay**

The Employer agrees to pay for recognized holidays in accordance with the provisions of the Saskatchewan Labour Standards Act and regulations made thereunder, except at the rate of four and one half percent (4.5%) on straight time earnings.

**Vacation Pay**

The Employer agrees to pay for annual holidays in accordance with the provisions of the Saskatchewan Labour Standards Act and regulations made thereunder. All members shall be paid at the rate of six percent (6%) of gross earnings.

**ARTICLE 14:00 WAGE SCALES & FRINGE BENEFITS**

14:01 All workers covered by this Agreement shall be classified and paid in accordance with the classification and wage scales as attached as Appendices A and B and forming part of this Agreement.

14:02 **Fringe Benefits**

The Employer shall contribute to all fringe benefits and trust funds in accordance with the attached Appendices A & B and forming part of this Agreement.

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 such amounts separate and apart from his own monies and shall 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 held in Trust for the Trustees of that Trust Fund and such funds shall be separate from, and form no part of, the estate in liquidation, assignment, or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate  
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.

Deductions and contributions as defined in the Appendices shall be paid not later than the 15th day of the month following the month in which they were earned. Such payments shall be deposited in accordance with the designated place appearing on the Employer Report form provided.

**(a) Health, Welfare & Dental Trust Fund**

It is hereby agreed by and between the parties to this Agreement to maintain a trust fund to be known as the "Bricklayers and Allied Craftworkers Insurance Benefit Trust Fund of Alberta & Saskatchewan", 9th Floor, 9707 - 110 Street, Edmonton, Alberta, T5K 3T4, which shall be jointly and equally trusted and form part of this Agreement.

The designated Insurance Benefit Trust Trustees from the Province of Saskatchewan shall be equal in number representing the Employers in Saskatchewan and representing Local Union #1 Saskatchewan.

The Joint Board of Trustees are hereby authorized to do all things necessary including the development of and entering into a Trust Agreement for and on behalf of the Employers and the Local Unions.

The parties agree that the trust agreement between the Saskatchewan Construction Labour Relations Council or its successor and the International Union of Bricklayers and Allied Craftworkers dated November 4, 1980, which constitutes the trust fund referred to in this Article together with any and all amendments and future amendments of the said trust agreement is hereby incorporated by reference into and becomes part of this collective agreement and is binding upon each Employer bound by this collective agreement as though such Employer had executed the trust agreement and any and all amendments thereto.

The Employer shall contribute an amount per hour in accordance with Appendix A and B for each hour worked by each Employee covered by this Agreement and shall remit such contributions to the Bricklayers and Allied Craftworkers Insurance Benefit Trust Fund of Alberta & Saskatchewan (the "Health & Welfare Fund"), 9th Floor, 9707 - 110 Street, Edmonton, Alberta, T5K 3T4 together with an Employer Report form provided for this purpose, except for contributions submitted on behalf of workers who are in Saskatchewan on travel cards from any Canadian jurisdiction, will be reciprocated by the Health & Welfare Fund to the Trustees of the Health & Welfare Fund which operates in the jurisdiction of their home local unions provided a reciprocal agreement is in effect between the Trustees of both Funds.

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**(b) Pension Trust Fund**

The Employer shall contribute an amount per hour for each hour worked in accordance with Appendix A - Commercial, Institutional and Residential or for each hour earned in accordance with Appendix B - Industrial and Refractory by each Employee covered by this Agreement and shall remit such contributions to the Bricklayers and Allied Craftworkers Pension Fund of Alberta and Saskatchewan (the "Pension Fund"), 9th Floor, 9707 - 110 Street, Edmonton, Alberta, T5K 3T4 together with an Employer Report form provided for this purpose, except for contributions submitted on behalf of workers who are in Saskatchewan on travel cards from any Canadian jurisdiction, will be reciprocated by the Pension Fund to the Trustees of the Pension Fund which operates in the jurisdiction of their home local unions provided a reciprocal agreement is in effect between the Trustees of both Funds.

The designated Pension Fund Trustees from the Province of Saskatchewan shall be equal in number representing the Employers in Saskatchewan and representing Local Union #1 Saskatchewan.

The Joint Board of Trustees are hereby empowered and authorized to do all things necessary for the selection, implementation and administration of the Bricklayers Pension Fund, including entering into the necessary Trust Agreement on behalf of the Employers and the Unions.

The parties agree that the trust agreement between the Alberta Signatory Locals and the Saskatchewan Signatory Locals of the International Union of Bricklayers and Allied Craftworkers and the Construction Labour Relations Association of Alberta dated April 1, 1977, which constitutes the trust fund referred to in this Article together with any and all amendments and future amendments of the said trust agreement is hereby incorporated by reference into and becomes part of this Collective Agreement and is binding upon each Employer bound by this Agreement as though such Employer had executed the trust agreement and any and all amendments thereto.

**(c) Training and Industry Trust Fund**

Effective Sunday, October 28, 2007, it is hereby agreed by and between the parties to this Agreement to wind down the trust fund known as the "Bricklayers and Allied Craftworkers' Training and Industry Trust Fund of Saskatchewan" which is jointly and equally trusteeed.

The Joint Board of Trustees are hereby authorized to do all things necessary to wind down the Trust Agreement for and on behalf of the Employers and the Union by December 31, 2008.

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(d) **International Masonry Institute**

It is hereby agreed by and between the parties to this Agreement to contribute to a trust fund to be known as the International Masonry Institute Trust Fund.

The Local Program Board for Saskatchewan are hereby authorized to do all things necessary including entering into an Agreement with the International Masonry Institute Trust Fund for and on behalf of the Employees and the Union.

The Employer shall contribute an amount per hour in accordance with Appendix A and B for each hour worked by each Employee covered by this Agreement and shall remit such contributions to the International Masonry Institute c/o, P.O. Box 29016, Regina, SK, S4T 7X3, together with an Employer Report form provided for this purpose.

**ARTICLE 15:00 PAYMENT CONDITIONS**

- 15:01 Wages, annual and statutory holiday pay shall be paid weekly or every second week by cash, cheque or direct deposit on Friday before quitting time and not more than one (1) week's pay will be held back.
- 15:02 Employees shall be paid wages and Holiday Pay in full, and given their Record of Employment at the time of discharge or quitting, or arrangements made whereby their monies and Record of Employment will be mailed to them not later than the pay day following termination, exempting clerical errors.
- 15:03 If Employees are kept waiting beyond time stated above, they shall be entitled to waiting time, up to a maximum of four (4) hours, at the regular rate of pay exempting clerical errors.
- 15:04 An Employee who misses two (2) consecutive shifts without notifying the Employer will be deemed to have quit without notice.

**ARTICLE 16:00 TERMINATION**

- 16:01 When an Employee is laid off or quits work, one (1) hour's notice shall be given by the Foreman or Bricklayer Superintendent or Employee as the case may be. In the absence of such notice by either party, one (1) hour's pay shall be paid or forfeited as the case may be.
- 16:02 Employees will be laid off in accordance with the Labour Standards Act.
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**ARTICLE 17:00 TOOLS & EQUIPMENT, GENERAL WORKING CONDITIONS**

17:01 Each Journeyman must have in his possession on the job the following tools in first class condition:

1-Bolt Cutters	1- Hand brush
2-Chisels, 6" & 10"	1- Brick hammer
2-Jointer, round	1- 24" level
2-Jointers, flat	1- 30" level
1-Pointing trowel	1- 48" level
2- Tuck Trowels	Rakers
1- Trowel	1- 5M Tape Measure
1- Tool Box	

The Employer will maintain insurance to cover the Employee's tools against loss or damage by fire or theft by breaking and entering a storage place provided by the Employer and which the Employee has reported to the police. An insured waterproof lockfast tool box shall be provided for the Employee's tools.

17:02 Tools and equipment supplied by the Employer that are issued to the individual employee shall be the employee's financial responsibility if he has signed a receipt for same.

17:03 Tools, material and equipment owned by the company may be stored or moved away by the Employer during any strike or work stoppage and the necessary arrangements in the opinion of the Employer made for the protection thereof.

17:04 All saws for masonry work shall be supplied by the Employer and operated by members of the Union. The Employer shall supply waterproof gloves, aprons and goggles or face shields to members engaged in cutting on a masonry saw or washing down masonry.

17:05 **Safety Orientation**

All employees shall be certified in Safety Orientation. Safety Orientation shall consist of three parts: PART 1 - the CODC Interactive Rights and Responsibilities course; PART 2 - the Vicom Safe-T-Disc CSTS course or equivalent, and PART 3 - Employer or Owner Project Specific Training.

As a condition of employment, all employees must have obtained certification in Part 1 and Part 2. The Training and Industry Trust Fund will arrange and pay for the training and certification of travel cards, and others at the discretion of the Trustees as provided by the Trust Agreement, in addition to all employees described under Article 4:01 of this agreement.

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The Employer or Owner shall provide to each Employee before commencing work with PART 3 - Employer or Owner Project Specific Training. Each Employee shall be on the payroll and paid while receiving PART 3 training.

The CODC Harassment Policy and Procedures, including the provisions regarding General Harassment, and as amended from time to time shall be the minimum standard of this Agreement.

- 17:06 Employees shall not be required to work in unusually unsafe and unhealthy conditions without adequate safety and health equipment. Refusal to work in these conditions shall not be considered a breach of this Agreement.
- 17:07 Any refusal of employees to conform to health and safety regulations after being duly warned shall be sufficient cause for dismissal.
- 17:08 Where a Health and Safety Committee has been established by the Employer or Client, an Employee elected/appointed to such a committee shall be allowed time without loss of pay to perform his duties with the committee. In appointing an Employee to participate, the Union Steward shall first be offered the position on the Committee.
- 17:09 All safety equipment and protective clothing required pursuant to any applicable Legislation and/or plant regulations shall be supplied and maintained by the Employer. This does not include safety boots which are supplied and maintained by the employee and hard hats except in situations where colour coded or specialized fire resistant hard hats are required by the client's regulations.
- 17:10 The Employer shall provide or arrange for a suitable waterproof place for the purpose of a lunch room, which shall be heated in cold weather, for the Employees covered by this Agreement.
- 17:11 (a) Employees who have been employed in an asbestos or silica process in excess of thirty days in the previous twelve month period are entitled, upon request to the Employer, to be medically examined once each year in accordance with the Saskatchewan Occupational Health and Safety Act & Regulations to take a pulmonary test and chest x-ray. A hearing test and evaluation of employee's ability to wear a respirator will also be required. The cost of such tests will be borne by the Employer.
- (b) At such time as a jointly trustee testing program trust fund is established for Saskatchewan, or alternatively for Western Canada including Saskatchewan, each Employer shall contribute to the trust fund, such amounts as are set from time to time by the trustees of the fund and shall abide by the rules and procedures of the fund.
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**ARTICLE 18:00 TRANSPORTATION EXPENSES**

For Commercial, Institutional and Residential Travel Expense see Appendix A.  
For Industrial and Refractory Travel Expense see Appendix B.

**Purpose**

The purpose of this Article is to pay reasonable expenses on behalf of the Employee. It is not intended to be a source of supplementary income. The Employer may require each Employee who receives a transportation allowance to sign a Canada Customs and Revenue Agency TD4(1998) Declaration of Exemption form, or its equivalent, declaring that they qualify for and have incurred expenses for transportation in the amount of the allowance.

**Local Residents**

Local residents shall not be entitled to initial, terminal or rotational transportation. Local residents living beyond the thirty (30) road kilometres Free Zone of the project shall be paid fifty-eight cents (\$0.58 ) per kilometre effective May 4, 2008, from their residence to the edge of the Free Zone and return for every day the Employee works or reports for work.”

18:01 **Free Zone**

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

18:02 **Transportation Expense**

Any change to the transportation expense of fifty-eight (\$0.58) cents which is the result of industry wide negotiations within the term of this agreement, may be incorporated in this Article. The parties to this Agreement will meet to discuss any changes.

**ARTICLE 19:00 CAMPS/COMMERCIAL  
ACCOMMODATION/SUBSISTENCE**

The purpose of this Article is to pay reasonable expenses on behalf of the Employee. It is not intended to be a source of supplementary income. The Employer may require each Employee who receives a subsistence allowance to sign a Canada Customs and Revenue Agency TD4(1998) Declaration of Exemption form, or its equivalent, declaring that they qualify for and have incurred expenses for subsistence in the amount of the allowance.

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**Local Residents**

Local Residents shall not be entitled to commercial accommodation and board or subsistence allowance. On camp jobs they shall not be entitled to camp accommodation.

19:01 On out of town projects where Employees do not commute daily from the cities of Regina or Saskatoon, 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; or
- (c) Subsistence allowance.

19:02 **Camps**

- (a) Camps are not permitted within eighty (80) road kilometres of Regina or Saskatoon.
- (b) In the event that a camp is being contemplated, CLR and the Union and/or the affected construction trade unions will meet to discuss the necessity and feasibility of a camp.
- (c) All camps shall be constructed and maintained in accordance with the camp standards mutually agreed to in writing between the CLR and the Union and/or collectively with the other affected construction trade unions.

19:03 **Subsistence - (FOR INDUSTRIAL CONSTRUCTION ONLY)**

- (a) On projects beyond one hundred (100) road kilometres from the City Halls of Regina or Saskatoon each Employee shall be paid the subsistence allowance per day for each day worked.

Notwithstanding the above, persons working the four (4) day, ten (10) hour day work week and who work the four days shall be paid five (5) days subsistence allowance.

- (b) Subsistence allowance will be paid for those scheduled work days that are not worked due to bad weather. Subsistence allowance will be paid for recognized holidays provided the Employee works all of the scheduled hours on the work day immediately preceding and the work day immediately following the recognized holiday.
  - (c) On projects beyond three hundred (300) road kilometres from Regina or Saskatoon, each employee shall be paid the subsistence allowance per day for:
    - (i) the day of initial travel providing the employee is available for the first scheduled shift and works the entire first scheduled shift, and;
-



(ii) the day after termination of employment provided the employee works the entire last shift.

(d) For subsistence on projects in the Prince Albert area refer to the Letter of Understanding attached as part of this agreement.

19:04

**Subsistence Allowance**

(a) In all instances the subsistence allowance shall be one hundred and ten dollars (\$110.00) per calendar day worked effective May 4, 2008.

(b) An Employee shall forfeit subsistence allowance for absenteeism or leaving work without written permission on any working day. When the Employee is absent or leaves work without written permission on the working day immediately preceding or following bad weather days or recognized holidays, he shall forfeit subsistence allowance for such absenteeism or leaving work without written permission and for the bad weather days or recognized holidays.

The above forfeiture of subsistence allowance shall be waived when the Employee's absenteeism on any working day is due to a bona fide illness or absence due to compassionate grounds satisfactory to the Employer and the Union Representative. Forfeiture of subsistence allowance may also be waived in other cases if the reason for absenteeism is acceptable to the Employer and the Union Representative.

Written permission to leave work shall be in the form of the Leave of Absence Request form attached as Appendix "C" to this agreement. When a request is approved, the Employer shall send a copy of the completed form by facsimile to the Union.

(c) Any change to the subsistence allowance which is the result of industry wide negotiations within the term of this agreement, may be incorporated in this Article. The parties of this Agreement will meet to discuss any changes.

**ARTICLE 20:00**

**JOINT CONFERENCE COMMITTEE**

20:01 (a) The object of this Agreement is to establish fair working conditions and regulations for both the Employer and the Union in the construction industry, and to maintain industrial harmony. In order that these objectives may be maintained and furthered, and that any differences that may arise between the Parties to this Agreement may be settled equitably and rapidly, and also to provide the means for better understanding and cooperation between the Parties, a Joint Conference Committee shall be formed.

- (b) The Joint Conference Committee shall consist of three (3) representatives of the Employers and two (2) alternates, and three (3) representatives of the Union and two (2) alternates. The Committee shall select a Chairman and a Secretary from the Committee, but not both from the same group.
- (c) The Joint Conference Committee shall hold regular meetings at least twice per year, or within forty-eight (48) hours when notice is given by either Party. All matters coming before the Joint Conference Committee shall be decided by a majority vote. Four (4) members of the Committee, two (2) from each of the Parties hereto, shall constitute a quorum for the transaction of business. At all meetings of the Committee, Employer Trustees and Union Trustees shall each have one vote, but each Party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.
- (d) The Joint Conference Committee's duties shall be, but not limited to, attempting to settle trade disputes or grievances prior to arbitration procedures, to investigate and recommend methods to improve trade practices, efficiency and productivity and work for improvement of labour relations and the general betterment of the Industry.

## **ARTICLE 21:00                      APPRENTICES**

- 21:01                      There shall be a Joint Apprenticeship Committee consisting of two (2) members representing the Employers and two (2) members representing the Union. This committee shall establish standards governing the selection, qualifications, education and training of all Apprentices and/or training of Journeymen and others.
  - 21:02                      Members of the Joint Apprenticeship Committee shall be selected by the Party they represent. Their term of office shall be three (3) years and any member shall be subject to removal for cause by the Party they represent. The term of one Employer and one Union representative is to expire each year with vacancies to be filled in the same manner as the original selections were made. A Committee member may succeed himself.  
  
The Committee shall select from its membership, but not both from the same group, a Chairman and Secretary who shall retain voting privileges. The Committee shall meet at least quarterly and be on call of the Chairman.
  - 21:03                      Rate increases shall only be awarded upon the successful completion of each level of Apprenticeship Training as recognized by the Apprenticeship and Trade Certification Branch, and after the Apprentice has worked the required number of hours.
  - 21:04                      The Employer recognizes the Saskatchewan Bricklayer Joint Apprenticeship Committee and shall allow a representative of the Committee access to the site to perform functions related to apprenticeship and training administration provided that such functions do not interfere with the progress of the work. The Employer further agrees to fill out verifications of Trade Experience and give them to the Apprentice upon termination.
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- 21:05 Preference of employment shall be granted to all indentured Apprentices in order to provide a reasonable opportunity for those indentured to complete their apprenticeship.
- 21:06 In all cases the ratio of apprentices to journeymen shall not exceed the ratio established by the Saskatchewan Apprenticeship and Trade Certification Commission. As of January 24, 2007 and until November 1, 2008, the Commission Board passed a resolution to exempt final level apprentices from the calculation of journeypersons to apprentices ratios.
- 21:07 All Apprentices (except Probationary Apprentices) shall work with the tools of the trade and shall only do work customarily done by Journeymen; it being understood that each Apprentice be under supervision of a Journeyman.

**ARTICLE 22:00 GENDER CLAUSE**

- 22:01 Where the masculine gender is used in this Agreement it shall be considered to include the feminine gender.

**ARTICLE 23:00 CONTRACT ADMINISTRATION AND  
INDUSTRY DEVELOPMENT FEES**

- 23:01 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.

- 23:02 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/hour</u>	(Plus GST)
	<b>TOTAL</b>	<b><u>\$0.21/hour</u></b>	

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.

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23:03 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.

23:04 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.

23:05 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.

23:06 **Saskatchewan Masonry Institute**

Each Employer shall contribute to the Saskatchewan Masonry Institute ("SMI") for each hour worked by each Mason Employee an amount as determined by CLR. Such contributions shall be remitted to the Union no later than the 15<sup>th</sup> day of the month following the month in which they were worked. The Union shall forward the contributions received to the SMI by the last day of the same month. In the event of a failure on the part of any Employer to contribute these funds the Joint Conference Committee in each case shall decide on the action to take and the funding of such action to collect the monies owing. The rate of the contribution on behalf of SMI may be changed at any time during the term of this agreement by written notice from CLR.

23:07 **Canadian Masonry Contractors Association**

Each Employer shall contribute five cents (\$0.05) for each hour worked by each Mason Employee to the Canadian Masonry Contractors Association ("CMCA"). Such contributions shall be remitted to the Union no later than the 15<sup>th</sup> day of the month following the month in which they were worked. The Union shall forward the contributions received to the CMCA by the last day of the same month. In the event of a failure on the part of any Employer to contribute these funds the Joint Conference Committee in each case shall decide on the action to take and the funding of such action to collect the monies owing.

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**ARTICLE            24:00            DURATION OF AGREEMENT**

24:01            This Agreement shall become effective May 4, 2008 and shall remain in full force and effect until April 30, 2013 or thereafter from year to year provided that any time not more than sixty (60) days and not less than thirty (30) days prior to expiry, either party may give the other party written notice to negotiate revisions thereto, and should such notice be given, the Parties shall, in accordance with the Saskatchewan Trade Union Act, bargain collectively with a view to renewal or revision of the Agreement or the conclusion of a new Agreement.

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**Saskatchewan Provincial Bricklayers' Agreement  
2008 - 2013**

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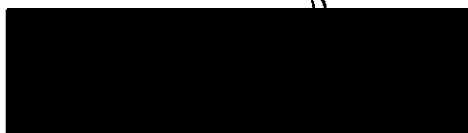
EACH OF THE PARTIES HERETO have entered into this Agreement and caused it to be executed by the duly authorized representative(s) this 4<sup>th</sup> day of May, 2008.

**SIGNED ON BEHALF OF THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED  
CRAFTWORKERS LOCAL 1, SASKATCHEWAN**



Clarence Medernach  
President/Secretary Treasurer

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



Eddy Stambuhl  
Trade Division Chairperson



Sid Matthews  
CLR President

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**APPENDIX A**

**COMMERCIAL, INSTITUTIONAL AND RESIDENTIAL**

1. **Union Recognition**

The Employer recognizes the Union as the sole collective bargaining agent for all employees within the jurisdiction of the International Union of Bricklayers and Allied Craftworkers Local Union 1 Saskatchewan as outlined in the International Union Constitution of Bricklayers and Allied Craftworkers. For greater clarity, this Agreement also covers parging, plaster, lathe and cement masonry.

2. **Classification and Wage Rates**

	<b>May 4, 2008</b>	<b>Nov 2, 2008</b>	<b>May 3, 2009</b>
Journeyman Rate	27.21	28.06	30.14
Statutory Holiday Pay 4.5%	1.22	1.26	1.36
Vacation Pay 6%	1.71	1.76	1.89
Health and Welfare	1.10	1.10	1.10
Pension	3.25	3.25	3.25
IMI Trust Fund	<u>0.35</u>	<u>0.45</u>	<u>0.65</u>
<b>Total Package</b>	<b><u>\$34.84</u></b>	<b><u>\$35.88</u></b>	<b><u>\$38.39</u></b>

Total package for Journeymen shall increase each year as follows:

- Sunday, May 2, 2010 - Industrial Standard % Increase + 1%
- Sunday, May 1, 2011 - Industrial Standard % Increase + 1%
- Sunday, May 6, 2012 - Industrial Standard % Increase + 1%

In the case where no industrial standard increases are established as a result of industry wide negotiations, the parties agree to meet and establish a mutually agreeable rate or to agree to defer the increase until such time as an industrial standard is established.

The Pension contributions for Apprentices shall be as follows:

- During the first 2,000 hours \$1.75
- During the second 2,000 hours \$2.00
- During the third 2,000 hours \$2.25

**Note:** Effective May 2, 2004, Journeymen who do not hold an Interprovincial Red Seal Ticket shall be classified and paid as Improvers.

Foremen \$1.50 Above Journeyman rate. Designated Foremen with certification in a Supervisory/Foreman training program recognized by the CLR and the Union shall be paid \$4.00 above the Journeyman rate.

3. **Foremen**

On any job requiring the employment of three (3) or more Journeymen and Apprentices, a Foreman shall be employed who must be a member of this Union and competent at the special branch of the trade required by the work, unless he is in a managerial capacity. A Journeyman will be given preference to fill this position whenever possible. Foremen shall be appointed by the Employer.

4. **Improvers**

Workers who do not hold an Interprovincial Red Seal Ticket and those who are new entrants to the Saskatchewan construction industry, and can verify a minimum of 6000 hours experience as a Bricklayer shall be classified as Improvers and paid at 90% of the Journeyman rate of pay.

5. **Apprentices (Indentured)**

The rate of pay for Apprentices shall be as follows:

During the first 2,000 hours	55% of the Journeyman rate
During the second 2,000 hours	70% of the Journeyman rate
During the third 2,000 hours	85% of the Journeyman rate

The above rates of pay will automatically be amended at such time as the Trade Advisory Board for Bricklayers to the Provincial Apprenticeship Board, or its successor, establish other rates as the standard minimums for Saskatchewan.

A worker must be registered with the Saskatchewan Apprenticeship Commission prior to being classified as an Apprentice. In order to advance to Level 2 or Level 3, the Apprentice, in addition to having worked the required hours, must have completed the required Technical Training prescribed for Bricklayers by the Saskatchewan Apprenticeship Commission.

An Apprentice who does not attend schooling when scheduled through no fault of his own may apply to the Joint Conference Committee which shall meet to consider the circumstances in each case and establish an appropriate pay rate.

An Apprentice who has completed a trade pre-employment course and/or a training period as recognized by the Joint Conference Committee, shall commence employment at the 65% rate.

6. **Junior Employee**

A worker who is neither a Journeyman, Improver, Apprentice or Probationary Apprentice and performs work within the jurisdiction of the Union in support of the installation of masonry shall be classified as a Junior Employee.

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The total package for Junior Employees shall be as follows:

Junior Employee Level 1	- 0 - 1000 hours	47% of Journeyman Total Package
(no remittance to Health & Welfare and Pension)		
Junior Employee Level 2	- 1001 - 3000 hours	60% of Journeyman Total Package
Junior Employee Level 3	- 3001 - 6000 hours	70% of Journeyman Total Package
Junior Employee Level 4	- 6000+ hours	80% of Journeyman Total Package

**NOTE:** A summary of wages to be paid to Junior Employees can be downloaded from the CLR website - [www.clrs.org](http://www.clrs.org).

Employer contributions to the International Masonry Institute Trust Fund shall be made for all hours worked. Employer contributions to the Health and Welfare Trust Fund shall commence after 1000 hours. Employer contributions to the Pension Trust Fund shall commence after 1,000 hours at the rate of one dollar and fifty cents (\$1.50) per hour worked. The hours worked by a Junior Employee for the purpose of determining the commencement of contributions to the Health and Welfare and the Pension Trust Fund shall be the hours recorded by the International Masonry Institute Trust Fund and/or Local Union.

When a new Employer becomes party to the collective agreement, either by voluntary recognition or certification, the Joint Conference Committee shall meet to verify the hours previously worked by the Employee as a Junior Employee by considering the records submitted by the new Employer. If the new Employer fails to provide valid records, the Joint Conference Committee shall, at its own discretion, set the appropriate pay rate for the Junior Employee.

**7. Probationary Apprentice**

A Junior Employee who has not signed an apprenticeship contract but in the opinion of the Employer may have potential for successfully proceeding through the apprenticeship system shall be classified as a Probationary Apprentice and can work on the tools. The Employer shall register the employee as a Probationary Apprentice with the Union within 2 working days of granting a trial period, which will not exceed 300 hours worked, following which the Employee will either enter into an apprenticeship contract with that Employer or be reclassified and paid as a Junior Employee.

**AMENDMENTS TO THE AGREEMENT**  
**(COMMERCIAL ONLY)**

**R1 Travel Expense**

When the Employer supplies a vehicle, each Employee shall be paid an allowance equal to his/her straight time rate for actual travel time from the dispatch point or temporary domicile to the project. No return travel time or terminal travel or rotational travel shall be paid.

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## APPENDIX B

### INDUSTRIAL AND REFRACTORY

1. **Union Recognition**

The Employer recognizes the Union as the sole collective bargaining agent for all employees within the jurisdiction of the International Union of Bricklayers and Allied Craftworkers Local Union 1 Saskatchewan as outlined in the International Union Constitution of Bricklayers and Allied Craftworkers. For greater clarity, this Agreement also covers parging, plaster, lathe and cement masonry.

2. **Classification and Wage Rates**

	May 4, 2008	May 3, 2009
Journeyman Rate	32.56	34.37
Statutory Holiday Pay 4.5%	1.47	1.55
Vacation Pay 6%	2.04	2.15
Health and Welfare	1.10	1.10
Pension	3.25	3.50
Training & Industry Fund	<u>0.45</u>	<u>0.65</u>
<b>Total Package</b>	<b><u>\$40.87</u></b>	<b><u>\$43.32</u></b>

Total package for Journeymen shall increase each year as follows:

Sunday, May 2, 2010	-	Industrial Standard % Increase
Sunday, May 1, 2011	-	Industrial Standard % Increase
Sunday, May 6, 2012	-	Industrial Standard % Increase

In the case where no industrial standard increases are established as a result of industry wide negotiations, the parties agree to meet and establish a mutually agreeable rate or to agree to defer the increase until such time as an industrial standard is established.

The Pension contributions for Apprentices shall be as follows:

During the first 2,000 hours	\$1.75
During the second 2,000 hours	\$2.00
During the third 2,000 hours	\$2.25

**Note:** Effective May 2, 2004, Journeymen who do not hold an Interprovincial Red Seal Ticket shall be classified and paid as Improvers.

Foremen \$1.50 Above Journeyman rate. Designated Foremen with certification in a Supervisory/Foreman training program recognized by the CLR and the Union shall be paid \$4.00 above the Journeyman rate.

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**Note:** The wages of this schedule will be utilized for industrial construction when both the work falls within the definition of industrial construction contained in this Agreement and the work is to be completed under the terms and conditions of a Project Collective Agreement or any other agreement concluded between the Project Owner, CLR and the Union.

**3. Foremen**

On any job requiring the employment of three (3) or more Journeymen and Apprentices, a Foreman shall be employed who must be a member of this Union and competent at the special branch of the trade required by the work, unless he is in a managerial capacity. A Journeyman will be given preference to fill this position whenever possible. Foremen shall be appointed by the Employer.

**4. Improvers**

Workers who do not hold an Interprovincial Red Seal Ticket and those who are new entrants to the Saskatchewan construction industry, and can verify a minimum of 6000 hours experience as a Bricklayer shall be classified as Improvers and paid at 90% of the Journeyman rate of pay.

**5. Apprentices (Indentured)**

The rate of pay for Apprentices shall be as follows:

During the first 2,000 hours	55% of the Journeyman rate
During the second 2,000 hours	70% of the Journeyman rate
During the third 2,000 hours	85% of the Journeyman rate

The above rates of pay will automatically be amended at such time as the Trade Advisory Board for Bricklayers to the Provincial Apprenticeship Board, or its successor, establish other rates as the standard minimums for Saskatchewan.

A worker must be registered with the Saskatchewan Apprenticeship Commission prior to being classified as an Apprentice. In order to advance to Level 2 or Level 3, the Apprentice, in addition to having worked the required hours, must have completed the required Technical Training prescribed for Bricklayers by the Saskatchewan Apprenticeship Commission.

An Apprentice who does not attend schooling when scheduled through no fault of his own may apply to the Joint Conference Committee which shall meet to consider the circumstances in each case and establish an appropriate pay rate.

An Apprentice who has completed a trade pre-employment course and/or a training period as recognized by the Joint Conference Committee, shall commence employment at the 65% rate.

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**6. Junior Employee**

A worker who is neither a Journeyman, Improver, Apprentice or Probationary Apprentice and performs work within the jurisdiction of the Union in support of the installation of masonry shall be classified as a Junior Employee.

The total package for Junior Employees shall be as follows:

Junior Employee Level 1 (no remittance to Health & Welfare and Pension)	- 0 - 1000 hours	47% of Journeyman Total Package
Junior Employee Level 2	- 1001 - 3000 hours	60% of Journeyman Total Package
Junior Employee Level 3	- 3001 - 6000 hours	70% of Journeyman Total Package
Junior Employee Level 4	- 6000+ hours	80% of Journeyman Total Package

**NOTE:** A summary of wages to be paid to Junior Employees can be downloaded from the CLR website - [www.clrs.org](http://www.clrs.org).

Employer contributions to the International Masonry Institute Trust Fund shall be made for all hours worked. Employer contributions to the Health and Welfare Trust Fund shall commence after 1000 hours. Employer contributions to the Pension Trust Fund shall commence after 1,000 hours at the rate of one dollar and fifty cents (\$1.50) per hour worked. The hours worked by a Junior Employee for the purpose of determining the commencement of contributions to the Health and Welfare and the Pension Trust Fund shall be the hours recorded by the International Masonry Institute Trust Fund and/or Local Union.

When a new Employer becomes party to the collective agreement, either by voluntary recognition or certification, the Joint Conference Committee shall meet to verify the hours previously worked by the Employee as a Junior Employee by considering the records submitted by the new Employer. If the new Employer fails to provide valid records, the Joint Conference Committee shall, at its own discretion, set the appropriate pay rate for the Junior Employee.

**7. Probationary Apprentice**

A Junior Employee who has not signed an apprenticeship contract but in the opinion of the Employer may have potential for successfully proceeding through the apprenticeship system shall be classified as a Probationary Apprentice and can work on the tools. The Employer shall register the employee as a Probationary Apprentice with the Union within 2 working days of granting a trial period, which will not exceed 300 hours worked, following which the Employee will either enter into an apprenticeship contract with that Employer or be reclassified and paid as a Junior Employee.

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8. **Pension Trust Fund**

The Employer shall contribute an amount per hour in accordance with Appendix B for each hour *earned* by each Employee covered by this Agreement and shall remit such contributions to the Bricklayers and Allied Craftworkers Pension Fund of Alberta and Saskatchewan (the “Pension Fund”), 9th Floor, 9707 - 110 Street, Edmonton, Alberta, T5K 3T4 together with an Employer Report form provided for this purpose, except for contributions submitted on behalf of workers who are in Saskatchewan on travel cards from any Canadian jurisdiction, will be reciprocated by the Pension Fund to the Trustees of the Pension Fund which operates in the jurisdiction of their home local unions provided a reciprocal agreement is in effect between the Trustees of both Funds.

9. **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 of fifty-eight (\$0.58) cents per road kilometre. The transportation expense is to be calculated from the City Hall in Regina or Saskatoon 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.

10. **Daily Transportation with Board and Room or Subsistence**

On projects where board and room 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 (\$0.58) cents per road kilometre 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 daily. No return travel time shall be paid on daily return transportation provided there are no delays such as mechanical break down. The thirty (30) road kilometre Free Zone does not apply when the Employer is providing transportation.

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

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

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11. **Initial and Terminal Transportation**

On projects where accommodation is supplied or paid for, each Employee shall be paid an initial transportation expense of fifty-eight (\$0.58) cents per road kilometre 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 terminal transportation expense paid to the dispatch point. The thirty (30) road kilometre Free Zone does not apply to initial and terminal transportation. When an Employer is providing transportation, each Employee shall be paid an allowance equal to his/her straight time for the actual travel time.

12. **Rotational Transportation**

Should the project be of more than thirty (30) calendar days in duration and the project is three hundred (300) road kilometres or more from the dispatch point, each Employee shall receive round trip transportation expense at the rate of fifty-eight (\$0.58) cents per road kilometre 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. When an Employer is providing transportation, each Employee shall be paid an allowance equal to his/her straight time for the actual travel time.

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# REFRACTORY ONLY

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## WORKING CONDITIONS

- R1
- (a) When working under other than standard working conditions such as, but not limited to, hot areas or under extra hazardous conditions due to dirt, soot, or resinous materials, employees shall be supplied by the Employer with all special tools, shoe protection and protective clothing necessary to perform the required work assignments.
  - (b) Coveralls will be supplied on a charge-out basis and maintained and cleaned by the Employer while an employee is working in an area where there is a reasonable apprehension of a hazard to an employee's health if coveralls were not worn, and in areas where the work is excessively dirty. When coveralls supplied under this clause are returned to the Employer at the completion of the project or upon termination (whichever is the earlier) the Employee will be refunded the full amount of the deduction.
  - (c) When individual units of refractory material weighing in excess of twenty-five Kilograms (25 Kgs) are being continuously installed over periods exceeding thirty (30) minutes, such material will require two (2) or more Bricklayers to install.
  - (d) A five minute pick-up time will be allowed where necessary prior to quitting time.
  - (e) The Employer agrees to replace one pair of steel toed safety boots annually with the completion of 1,200 hours upon submission of a receipt.

## JURISDICTION

- R2
- (a) This agreement shall apply to all new refractory construction, all refractory maintenance and repair projects, and all on going plant refractory maintenance (i.e. plant refractory maintenance performed by steady, full time employees who are part of a work force having assured employment for a minimum of twelve months) contracted for by Employers operating regionally and nationally in industrial plants such as, but not limited to, mining facilities, manufacturing plants, iron and steel production facilities, nonferrous metal production facilities, glass plants, paper mills, cement plants, breweries, rubber production and tire manufacturing plants, petro chemical plants, refineries and synthetic fuel manufacturing facilities, stacks, acid tile and tanks, cooling towers and all other refractory work.
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- (b) The Employer agrees to assign to employees represented by the B.A.C. all work which has been historically or traditionally assigned to members of the International Union of Bricklayers and Allied Craftworkers, including but not limited to: dipping, setting, buttering, bedding, hanging, painting, grouting, caulking, cutting, toothing, fitting, plumbing, aligning, laying, flagging, levelling, welding of ties and hangers, installation of gaskets and expansion joint material, grinding, vibrating, tamping, guniting, pounding, insulating and spraying of all refractory materials, installation of chemical coatings, fire-proofing, and membrane materials and cleaning of coke oven repairs shall be done by employees represented by B.A.C., in coordination with other trades.
- (c) In addition, all other assignments mutually agreed upon between the Employer and the Union on any other products or systems related to the scope and type of work covered by this Agreement which may be used in refractory installations or developed in the future that are determined by these parties to fall within the work jurisdiction of this Agreement.
- (d) If a jurisdictional dispute arises over an assignment of work by the Employer and it cannot be resolved, it shall be referred to the Canadian Jurisdictional Disputes Plan.

## **AMENDMENTS TO THE AGREEMENT (REFRACTORY ONLY)**

**R3 Article 12:02 Overtime Meals**

In addition to the provisions of Article 12:02 of the Agreement, if a suitable meal is not provided each Employee shall receive \$15.00 in lieu of the meal.

**Article 12:03 Show Up/Stand By Time**

Article 12:03 is amended by adding that when an Employee has reported to the job at the request of the Employer and is asked to stand by beyond the first two hours, then the Employee shall be paid a minimum of four (4) hours show up time or the actual hours if the stand by time is in excess of four (4) hours at the applicable rate of pay.

**Article 12:04 Shift Pay**

A shift may be any continuous shift of work conducted outside the regular shift on a project, scheduled to commence not before 12:00 noon and not later than 1:00 a.m. The hours of work for a shift shall be eight (8) hours exclusive of a lunch period, with a ten (10) minute break in each four (4) hour period. The rate for shift work shall be the regular wage rate plus twelve percent (12%) for each hour worked (including overtime hours worked) except in the case of emergency one day callouts, which will not start later than 3:00 pm without shift premium applying. The Union shall be advised when shifts are scheduled.

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# APPENDIX C

## LEAVE OF ABSENCE REQUEST

CONTRACTOR: \_\_\_\_\_ PROJECT: \_\_\_\_\_

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

CRAFT & BADGE NUMBER: \_\_\_\_\_ TOTAL # OF HOURS REQUESTED: \_\_\_\_\_

<b>IF LESS THAN 8 HOURS, STATE DATE AND START TIME OF REQUESTED ABSENCE.</b>	
DATE: _____	TIME OF ABSENCE: _____

**IF MORE THAN 8 HOURS:**

LAST DAY TO BE WORKED BEFORE TIME OFF: \_\_\_\_\_

FIRST DAY TO BE WORKED AFTER TIME OFF: \_\_\_\_\_

REASON FOR LEAVE OF ABSENCE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED:      YES \_\_\_\_\_      No \_\_\_\_\_

REASON FOR NON-APPROVAL: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_

FOREMAN SIGNATURE \_\_\_\_\_

SUPERVISOR SIGNATURE \_\_\_\_\_

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**NOTE:**

- (a) "Personal business" will not be considered sufficient reason to grant a leave of absence, unless discussed with Project Superintendent.
- (b) Leave of absences will not be granted on the same day of the request, unless under extreme circumstances.
- (c) If the request is approved, the Employer shall send a copy of the completed form by facsimile to the Local Union office.

# LETTER OF UNDERSTANDING

BETWEEN

**EACH OF THE UNIONIZED EMPLOYERS IN THE BRICKLAYER/TILESETTER TRADE DIVISION OF THE CONSTRUCTION INDUSTRY ON WHOSE BEHALF THE CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF SASKATCHEWAN INC. ("CLR"), AS THE REPRESENTATIVE EMPLOYERS' ORGANIZATION, HAS ENTERED INTO THIS AGREEMENT;**

**(Hereinafter referred to as the "EMPLOYER")**

**- AND -**

**INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS  
LOCAL 1 SASKATCHEWAN**

**(Hereinafter referred to as the "UNION")**

**Re: Commercial Projects Located North of the 54<sup>th</sup> Parallel**

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WHEREAS projects located North of the 54<sup>th</sup> parallel are oftentimes in isolated or remote localities where access or transportation is limited, and

WHEREAS Article 1:02 of the Provincial Bricklayers' Agreement provides for amending provisions of the agreement due to project location, type or size, or the Owner's specifications, and

WHEREAS the Parties recognize that such projects have generally incorporated similar amended provisions, and

WHEREAS the Parties also recognize the benefits of establishing standard amended provisions for such projects

THEREFORE IT IS AGREED THAT the Employer may institute one of the following optional hours of work schedules as the Employer deems appropriate for a project:

**1. 7 Days On, 4 Days Off Schedule**

The work schedule shall be 7 consecutive days followed by at least 4 days off prior to commencing the next 7 consecutive days schedule.

**2. 10 Days On, 4 Days Off Schedule**

The work schedule shall be 10 consecutive days followed by at least 4 days off prior to commencing the next 10 consecutive work schedule.

**3. 14 Days On, 4 Days Off Schedule**

The work schedule shall be 14 consecutive days followed by at least 4 days off prior to commencing the next 14 consecutive work schedule.

Regular hours of work performed on Saturdays or Sundays which are part of the consecutive days schedule shall be paid at straight time rates.

Travel allowance shall be paid for each monthly return trip from the project.

In the event an Employee is requested to and returns to a project before having had 4 days off a project, all hours worked by the Employee Monday to Friday shall be paid at one and one half times (1.5x) the regular rate of pay and for Saturdays, Sundays and Recognized Holidays at double time (2x) until the Employee is given 4 consecutive days off .

In the event none of the above optional schedules is appropriate for a project then the Employers and the Union may mutually agree to some other work schedule prior to the Employers submitting bids for the work. All Employers and the CLR shall be notified by the Union of such other work schedule prior to the closing of bids.

This Letter of Understanding shall be in force from the same date of signing and for the same duration as stated in Article 23:00 of the Provincial Bricklayers' Agreement.

Signed this 4<sup>th</sup> day of May, 2008.

**For the Union**



**For the Employer**



# LETTER OF UNDERSTANDING

**BETWEEN**

**EACH OF THE UNIONIZED EMPLOYERS IN THE BRICKLAYER/TILESETTER TRADE DIVISION OF THE CONSTRUCTION INDUSTRY ON WHOSE BEHALF THE CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF SASKATCHEWAN INC. ("CLR"), AS THE REPRESENTATIVE EMPLOYERS' ORGANIZATION, HAS ENTERED INTO THIS AGREEMENT;**

**(Hereinafter referred to as the "EMPLOYER")**

**- AND -**

**INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 1 SASKATCHEWAN**

**(Hereinafter referred to as the "UNION")**

**Re: Cultural Awareness**

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WHEREAS the Parties to the Saskatchewan Provincial Bricklayers' Agreement (the "Agreement") fully support diversity in the workforce; and

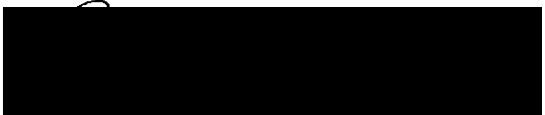
WHEREAS the Parties recognize the importance and value of all Employers and Employees understanding the differences between cultures in a diverse workforce,

THEREFORE IT IS AGREED that the Parties will participate in and support the development of an appropriate Cultural Awareness program .

This Letter of Understanding shall be in full force and effect from the same date of signing and for the same duration as stated in Article 23:00 of the Agreement.

Signed this 4<sup>th</sup> day of May, 2008.

**For the Union**



**For the Employer**



# LETTER OF UNDERSTANDING

BETWEEN

**EACH OF THE UNIONIZED EMPLOYERS IN THE BRICKLAYER/TILESETTER TRADE DIVISION OF THE CONSTRUCTION INDUSTRY ON WHOSE BEHALF THE CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF SASKATCHEWAN INC. ("CLR"), AS THE REPRESENTATIVE EMPLOYERS' ORGANIZATION, HAS ENTERED INTO THIS AGREEMENT;**

(Hereinafter referred to as the "EMPLOYER")

- AND -

**INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS  
LOCAL 1 SASKATCHEWAN**

(Hereinafter referred to as the "UNION")

**Re: Subsistence Review Committee**

WHEREAS the Parties to the Provincial Bricklayer Agreement ("the Agreement") recognize the value of a process to adjust the Subsistence Allowance, as needed, in certain areas of the Province from time, and

WHEREAS the Parties recognize the value of working with others in the unionized construction sector specifically in regards to the amount of Subsistence Allowances,

THEREFORE IT IS AGREED that it is the intent of the Parties to join with others in the development and implementation of an Industry wide Subsistence Review process within the term of this Agreement.

This Letter of Understanding shall be in full force and effect from the same date of signing and for the same duration as stated in Article 23:00 of the Saskatchewan Provincial Bricklayers Agreement.

Signed this 4<sup>th</sup> day of May, 2008.


SIGNED ON BEHALF OF: THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 1, SASKATCHEWAN

  
Clarence Medernach  
President/Secretary Treasurer

SIGNED ON BEHALF OF:

  
Ed Steinhubl  
Trade Division Chairperson

CLR CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF SASKATCHEWAN INC.

  
Sid Matthews  
President

- (i) In certain situations, Employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodations and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such cases, the Employer shall provide one of the following options:
- provide suitable room and board; or
  - directly pick up the cost of the room and pay a meal allowance to be determined as set out in this Article; or
  - the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:
- (ii) Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the Business Manager of the Union may request that the President of the Saskatchewan Provincial Building and Construction Trades Council (SPB&CTC) issue a formal written request to the President of the CLR Construction Labour Relations Association of Saskatchewan Inc. (CLR) that a Substance Review Committee be established. Alternately an Employer may request that the CLR issue a formal written request to the President of the (SPB&CTC) that a Substance Review Committee be established. Upon formal written request the Subsistence Review Committee shall meet within five (5) working days of such request.
- (iii) The Subsistence Review Committee will consist of one (1) representative appointed by the SPB&CTC and one (1) representative appointed by the CLR. Neither appointee shall be directly involved with the issue at hand. The Subsistence Review Committee will undertake such investigation as is necessary to determine whether the allowance paid will allow an Employee to purchase available accommodation and three (3) meals per day in the community or communities where the Employees will be domiciled. In the event that the Committee determines that the allowance is insufficient to purchase such lodging and meals, the Committee shall determine the amount by which the subsistence allowance will be adjusted. A decision of the Committee as to whether the allowance is sufficient or whether a specified adjustment is necessary shall be final and binding provided that both appointees mutually agree with the resolve. Any such mutually agreed upon decision shall issued within five (5) days from the date of referral or such longer period as agreed between the CLR and the SPB&CTC.
- (iv) In the event that the Committee fails to make the required determination or determinations within the period allowed, the meal and lodging costs ascertained by the Committee shall be referred, together with such other relevant evidence and argument as may be submitted by the parties, to an Umpire who shall be appointed within five (5) days in accordance with the provisions of Article V. The Umpire shall render a final & binding decision as to whether the subsistence allowance is sufficient to allow an Employee to purchase accommodations and meals in the subject community or communities, and if it is not the amount by which the allowance should be adjusted to afford the purchase of available lodging and meals. The decision of the Umpire shall rendered within five (5) full days of the Umpire's appointment, or such longer period as agreed between the CLR and the SPB&CTC. The decision of the Umpire shall have the same binding effect and shall be subject to the limited review as a decision of an arbitrator in grievance proceedings. The fees and disbursements of the Umpire shall be borne equally by the CLR and the referring Union.
- (v) If the parties are unable to resolve a difference as referred to above within ten (10) working days of notification of the difference, either party may notify the other in writing of its desire to submit the matter to arbitration. The notice referred to in this clause shall contain:
- (a) a statement of the nature of the grievance;
  - (b) the section or sections of the Collective Agreement allegedly violated or contravened;
  - (c) any relevant particulars such as names, dates and facts concerning the allegations;
  - (d) the remedy requested; and
  - (e) the name or list of names of persons who would be willing to accept the arbitrator's position, and the name of the party's nominee should an arbitration board be selected.

(vi) The Subsistence Review Committee and/or Umpire shall enter into a review when determining subsistence costs and in order to come to the conclusions that are necessary to carry out the objects in this clause some guidelines are included;

- In the appropriate case the ability to decide on whether or not an increase in subsistence allowance shall be made retroactively to the date the matter was submitted to the Subsistence Review Committee.
- To determine seasonal adjustments due to tourism, availability of rooms etc. which may effect the rate of subsistence over the entire course of the job; i.e. an increase in the costs during tourism season followed by a decrease at the end of the tourism season or some other situation.
- Determine an appropriate accommodation cost based on what hotel rooms are available, how many such rooms are available, what hotels/motel to look at.
- The cost of meals based on the range of standard camp meals routinely served in a camp pursuant to the Saskatchewan Camp Rules and Regulations, which are adopted in this Collective Agreement, over an average weekly period.
- Such other reasonable and ancillary powers as may be necessary to achieve the purpose of this clause.

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