

PROVINCIAL CARPENTERS' AGREEMENT

(For Industrial Construction)

This Agreement, entered into by and between:

**EACH OF THE UNIONIZED EMPLOYERS IN THE CARPENTERS 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 -

**THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA,
LOCAL UNION #1985**

(Hereinafter referred to as the "Union")

PURPOSE

The purpose of this Agreement is to govern wages and working conditions to promote harmonious relations and ensure that there will be no stoppage of work for any reason including lockout or strike.

**Effective May 30, 2004
Expires April 30, 2007**

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.

INDEX

	Page
<u>DEFINITIONS</u>	<u>4</u>
<u>ARTICLE 1:00 SCOPE</u>	<u>6</u>
<u>ARTICLE 2:00 CONTRACTING</u>	<u>6</u>
<u>ARTICLE 3:00 UNION SECURITY, HIRING, JOB ACCESS, STEWARDS</u>	<u>6</u>
<u>ARTICLE 4:00 MANAGEMENT RIGHTS</u>	<u>8</u>
<u>ARTICLE 5:00 WORK STOPPAGE</u>	<u>9</u>
<u>ARTICLE 6:00 GRIEVANCE PROCEDURE AND ARBITRATION</u>	<u>9</u>
<u>ARTICLE 7:00 PRE-JOB AND MARK-UP CONFERENCES JURISDICTION AND ASSIGNMENT OF WORK</u>	<u>11</u>
<u>ARTICLE 8:00 HOURS OF WORK, OVERTIME, SHOW UP TIME, CALL OUTS, SHIFTS AND REST BREAKS</u>	<u>13</u>
<u>ARTICLE 9:00 RECOGNIZED HOLIDAYS AND VACATIONS</u>	<u>16</u>
<u>ARTICLE 10:00 WAGE SCALES AND FRINGE BENEFITS</u>	<u>17</u>
<u>ARTICLE 11:00 APPRENTICES</u>	<u>19</u>
<u>ARTICLE 12:00 GENERAL WORKING CONDITIONS</u>	<u>20</u>
<u>ARTICLE 13:00 SAFETY</u>	<u>22</u>
<u>ARTICLE 14:00 TRANSPORTATION EXPENSES</u>	<u>24</u>
<u>ARTICLE 15:00 CAMPS/COMMERCIAL ACCOMMODATION/ SUBSISTENCE</u>	<u>25</u>
<u>ARTICLE 16:00 LOCAL RESIDENT DAILY TRANSPORTATION EXPENSES</u>	<u>27</u>
<u>ARTICLE 17:00 SAVINGS CLAUSE</u>	<u>27</u>
<u>ARTICLE 18:00 GENDER CLAUSE</u>	<u>27</u>
<u>ARTICLE 19:00 BLANK</u>	<u>27</u>
<u>ARTICLE 20:00 CONTRACT ADMINISTRATION AND INDUSTRY DEVELOPMENT FEES</u>	<u>27</u>
<u>ARTICLE 21:00 ENABLING AGREEMENT TERMS AND PROCEDURES</u>	<u>28</u>
<u>ARTICLE 22:00 DURATION OF AGREEMENT</u>	<u>29</u>
<u>SIGNING PAGE</u>	<u>30</u>

INDEX

	Page
<u>APPENDIX A</u> <u>INDUSTRIAL RATES</u>	<u>A1</u>
<u>APPENDIX B</u> <u>SCAFFOLDING MAINTENANCE RATES</u>	<u>B1</u>
<u>APPENDIX C</u> <u>ENABLING PROCEDURES</u>	<u>C1</u>
<u>APPENDIX D</u> <u>EMPLOYEE SIGN-ON FORM</u>	
<u>APPENDIX E</u> <u>EMPLOYEE TERMINATION RECORD FORM</u>	
<u>APPENDIX F</u> <u>LEAVE OF ABSENCE REQUEST FORM</u>	
 <u>LETTER OF UNDERSTANDING</u> <u>MARKET RETENTION AND EXPANSION</u>	

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.
- EMPLOYEE** - means anyone employed under the terms of this Agreement.
- EMPLOYER** - means a Company bound by the terms of this Collective Agreement.
- INDUSTRIAL CONSTRUCTION** - 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 (excluding Municipal Sewage and Water Treatment Plants)
 - Cement, Lime and Gypsum Plants
 - Bridges, Trestles, Overpasses
 - Tunnels
 - Grain Terminals
-

- In addition, industrial work shall include such work as may reasonably be considered as industrial construction as is 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, Saskatoon and Prince Albert, for at least six (6) months immediately preceding the date of hire.

 - LOCAL UNION OR UNION** - means the United Brotherhood of Carpenters and Joiners of America, Local Union #1985

 - QUALIFIED** - shall mean to include certification of First Aid with CPR and Leadership for Safety Excellence (or equivalent), and for Scaffolders shall also include certification of H₂S ALIVE and Journeyman Upgrading for Scaffolding.

 - 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
-

ARTICLE 1:00 SCOPE

1:01 The terms of this Agreement and no other agreement shall apply to all construction work performed within the Province of Saskatchewan.

1:02 The parties agree that they may, by mutual consent, negotiate special conditions for special jobs during the life of the Agreement, which would amend the agreement for that job by way of an Appendix. Parties requesting negotiations would outline the project, points of concern and proposed area of resolution.

ARTICLE 2:00 CONTRACTING

2:01 All subcontractors engaged directly or indirectly by the Employer to perform work within the jurisdiction of the Union and within the scope of this Agreement shall conform to the terms and conditions of this Agreement.

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

3:01 **Union Security**

The Employer recognizes the Union as the sole collective bargaining agent for all Employees within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America, Local #1985, Saskatchewan.

3:02 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 hereafter shall, within thirty (30) days after the commencement in 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 in the Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by members of the Union.

3:03 **Hiring**

The Employer shall hire only members of the Union in good standing through the appropriate Union office for the performance of all work within the scope of this Agreement. The Employer shall have the right to name hire all Employees including Foremen and Supervisors. Employers may hire Employees and the Union shall issue referral slips and/or clearance to Employees in the following sequence and in accordance with the following priorities:

- (a) Qualified Saskatchewan Union Members whose residences are located within one hundred (100) kilometres of the project.
- (b) Qualified persons whose residences are located within one hundred (100) kilometres of the project.
- (c) Qualified Union Members whose residences are located in Saskatchewan.

3:04 The Union agrees to furnish qualified Employees on request. In the event the Union is unable to fill a requisition for Employees within a forty-eight (48) hour period (Saturdays, Sundays and recognized holidays excluded), the Employer shall have the right to employ qualified Employees from other available sources. All Employees shall obtain a clearance and/or referral slip from the appropriate union office before starting a job. At the request of the Employer, referral slips will be transmitted electronically to the Project (telephone, facsimile or telex).

3:05 The Employer agrees to deduct and remit Union dues and other deductions in accordance with the following:

- (a) Upon receipt of authorization from the Employee, the Employer shall deduct from all Employees coming within the scope of this Agreement, from the first pay period of each month, monthly Union dues, initiation fees, or other assessments in the amount prescribed by the Local Union.
- (b) From each pay period, Union Field Dues in the amount calculated and/or prescribed by the Local Union.

3:06 Union dues and other deductions shall be remitted to the Local Union promptly by the 15th of the following month. Each remittance shall be accompanied by a list showing the name and social insurance number of the Employees on whose behalf the deduction was made; and showing opposite each name the amount of the deduction. For the field dues deducted the list shall show the figure on which the deduction was based.

3:07 In the case of delinquent remittance the Union may utilize the grievance procedure beginning with Step III to recover the amount owing and all associated costs and interest on the outstanding amount.

3:08 **Job Access**

Subject to jobsite security regulations, a Representative of the Union shall have the right to visit the jobsite after making his presence known to the Employer's Representative. The Union Representative shall not deliberately cause Employees to neglect their work.

3:09 **Stewards**

The Local Union Representative shall have the right to appoint Job Stewards. 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 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) or their alternates shall not be discriminated against and shall be entitled to work all available overtime for which he is qualified.

Job Stewards shall be in attendance when an Employee is terminated or when any disciplinary action takes place.

Job Stewards shall be given a list of laid off employees and a copy of an Employee's dispatch slip where practicable.

3:10 Where there are five (5) or more Employees on the same shift, one shall be a Foreman and shall receive Foreman's pay and may work with his tools, until such time as there are nine (9) Employees employed, after which he shall act as Foreman and shall not work with his tools. One Foreman shall not supervise a working force for more than fourteen (14) men. For every forty (40) Employees employed, there shall be a General Foreman who shall be an Employee.

ARTICLE 4:00 MANAGEMENT RIGHTS

4:01 The Employer retains full and exclusive authority for the management of its operation. The Employer shall direct his working forces at his sole prerogative including, but not limited to hiring, promoting, demoting, transferring to work directly related to the Project, suspending, laying off, disciplining, and discharging for cause. No rules, customs or practices shall be permitted or observed which limit or restrict production or limit or restrict the working effort of Employees. The Employer shall have the right to utilize the most efficient methods or techniques of construction, tools or labour saving devices. There shall be no limitations upon the choice of materials or design. The Employer shall schedule work and shall determine when overtime will be worked. Nothing contained herein shall be exercised in a manner inconsistent with the provisions of this Agreement.

Subject to the provisions of this Agreement, the foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employer retains all legal and traditional rights not specifically covered by this Agreement.

ARTICLE 5:00 WORK STOPPAGE

- 5:01 No Employer subject to this Agreement shall cause a lock-out during the term of this Agreement.
- 5:02 No Employee bound by 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 will be cause for immediate termination without the right to grievance or rehire at the project.

**ARTICLE 6:00 GRIEVANCE PROCEDURE
AND ARBITRATION**

- 6:01 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. Jurisdictional disputes shall not be settled by this grievance procedure.
- 6:02 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 endeavour to settle the 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.
- Step III: 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.
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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 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 Step IV.

Step IV: If the option in Step III 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 II.

Arbitration

Step VII: 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 III.

Step VIII: A single Arbitrator shall be selected by both parties to hear any grievance which has been referred to Arbitration pursuant to this Agreement.

- Step IX: Both Parties to the dispute shall share equally the expenses and fees of the Arbitrator.
- Step X: When a Union or a Employer requests that a grievance be submitted to Arbitration, it shall make such a request in writing (Registered Mail) addressed to the other party. Within ten (10) working days after receipt of the notice to proceed to Arbitration, both parties shall mutually agree to the name of the Arbitrator. Failure to agree within the prescribed time limit shall result in the matter being referred to the Chairman of the Labour Relations Board to select an Arbitrator.
- Step XI: The Arbitrator shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement. The Arbitrator shall have the authority to vary or eliminate any disciplinary action or penalty imposed on an Employee when, in the opinion of the Arbitrator, an injustice has been done. The Arbitrator shall render his decision no later than fifteen (15) calendar days from the hearing date.
- Step XII: The decision of the Arbitrator shall be final and binding on both Parties.

ARTICLE 7:00 PRE-JOB AND MARK-UP CONFERENCES
(For Industrial Only),
**JURISDICTION AND ASSIGNMENT
OF WORK**

- 7:01 The Employer will hold a pre-job conference and equipment mark-up attended by all interested Unions and will provide an overall description of the project, projected manpower requirements by craft, general information pertaining to hiring and recruiting procedures, transportation, on site work rules, safety and security regulations, safety meetings and any other pertinent information. The Employer will inform the Unions as to the projected scope of the contract, information pertaining to the Employer's intended supervisory staff and other relevant information including intended work assignments. Notification of the pre-job conference and hard copy documents to be presented shall be given to the Saskatchewan Provincial Building & Construction Trades Council and the office of the President of the Building Trades Department AFL-CIO with a minimum of fifteen (15) calendar days prior to the date set for the conference. The pre-job and equipment mark-up in all cases shall be held at least ten (10) calendar days before the work commences. The time limits set forth herein may be varied to suit unusual circumstances after consultation between the Employer and the Building Trades Council.
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The Employer will arrange to have available for meetings general descriptions of the work to be performed, equipment lists defining whether the equipment will be received broken down into component parts or as a complete package, drawings and any other relevant information which will assist the Unions in understanding their individual jurisdictional roles. The Employer who will be installing process equipment may have a process engineer attend the mark-up portion of the meeting to explain the function of the equipment to be installed.

Before the close of the meeting, the Employer will read over the items in dispute. The Employer will then request that documentary evidence supporting the disputing Unions' claims be forwarded to him within a period of seven (7) calendar days. The Employer will make and circulate to the disputing trades final assignments, based on the evidence provided within a further three (3) calendar days or as may otherwise be agreed at the mark-up. All such assignments shall be made in accordance with the procedural rules of the National Joint Board.

The Employer(s) recognizes the jurisdictional claims of Union(s) as set forth in the Charter Grants issued by the AFL-CIO subject to Trade Agreements and final decisions of the AFL-CIO as well as the decisions rendered by the Canadian Jurisdictional Disputes Plan.

It is incumbent on all Employers to assign work in accordance with the Employers' responsibility set forth in the procedural rules and regulations of the Canadian Jurisdictional Disputes Plan.

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.

After completion of the work assignment, upon request from the Union, the Employer shall provide a letter confirming the assignment.

7:02

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 8:00 HOURS OF WORK, OVERTIME,
SHOW UP TIME, CALL OUTS,
SHIFTS AND REST BREAKS**

8:01 Hours of Work

The following sections in this Article are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

The work week, for payroll purposes shall end on Saturday at midnight and Employees shall be paid on the Thursday of the following week prior to the end of the shift for all work performed during the previous week.

The regular hours of work for all Employees working under the terms of this Agreement shall be forty (40) hours per week.

Employees are to commence and complete their shift at the lunchroom.

(a) Five Day Work Week Schedule

The regular hours of work shall be between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday inclusive, and shall consist of eight (8) hours per day, with one half (1/2) hour unpaid lunch period between the hours of 12:00 noon and 1:00 p.m.

(b) Four Day Work Week Schedule

- (i) Upon the request of either party, the decision to change the work week to a four day work week schedule may be considered.
 - (ii) Prior to implementation mutual agreement in writing between the Local Union and the Employer must be obtained setting out that the hours of work per week and per day is to be altered to ten (10) hours per day Monday to Thursday. After having obtained mutual agreement in writing notice of change to the established work week shall be given to each Employee by the Employer no later than quitting time on the last regular work day of the preceding week and the change shall take place at starting time on Monday of the following week.
 - (iii) When working a four day work week schedule the regular hours of work shall be between the hours of 7:00 a.m. to 5:30 p.m. Monday through Thursday inclusive and shall consist of ten (10) hours per day with one half (1/2) hour unpaid lunch period between the hours of 12:00 noon and 1:00 p.m.
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- (iv) The foregoing starting and quitting times and/or work week schedule may be changed to suit job requirements or conditions by mutual agreement between the Employer and the Union Business Representative. In the event the foregoing starting or quitting times are changed without mutual agreement, applicable overtime rates shall be paid for any time worked before or after the above hours as a result of the change of times.
- (v) In the event a four day work week schedule is being worked, the work week in which a statutory holiday is observed will revert to three (3) days at ten (10) hours per day.

8:02

Overtime

When an Employee is requested and agrees to work more than two (2) hours of unscheduled overtime, a free meal (hot when possible) and beverage will be provided. The meal will be provided during the first two (2) hours of overtime and at each four (4) hour interval thereafter. The Employee shall be allowed a twenty (20) minute meal break and shall be compensated at the applicable rate of pay.

(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. 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 on a voluntary basis and each Employee has the right to refuse such work. 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. 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 on a voluntary basis and each Employee has the right to refuse such work.

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

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

8:03

Show Up Time

When an Employee reports for work but is not placed to work or is unable to continue to work, the following shall apply:

- (a) If an Employee is not placed to work, he shall be entitled to a minimum of three (3) hours pay at the applicable rate of pay or the actual waiting time, whichever is greater.
 - (i) When work cannot proceed on any day due to inclement weather or other emergency beyond the Employer's control, Employees will be paid not less than two (2) hours' pay, provided that the Employee has reported for work and remains on the job for the full two (2) hours.
 - (ii) When an Employee has been notified prior to leaving his place of residence not to report for work, the two (2) hours reporting time in 8:03 (a)(i) shall not apply, but shall receive subsistence allowance where applicable.
 - (b) The decision and instructions to start or cease waiting or working shall be made by the Employer after consultation with the Steward. Any Employee failing to comply with such decision or instruction shall not be entitled to the foregoing minimum.
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8:04 Call Out

- (a) 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:
- (i) Employees shall receive a minimum of three (3) hours pay at the applicable overtime rate or for actual hours worked whichever is greater.

8:05 Shifts

The Employer 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.

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.

For shifts established to precede or follow the day shift, Employees shall receive a shift premium of two dollars (\$2.00) per hour for all hours worked. There shall be no pyramiding of premium pay.

8:06 Rest Breaks

Two (2) ten (10) minute paid rest breaks shall be scheduled by the Employer on each shift. If overtime of more than one (1) hour is contemplated to follow the regular work shift, an additional rest period shall be allowed where possible before commencing overtime, unless the nature of the work dictates otherwise, and an additional rest period shall be allowed for every two (2) hours of overtime worked thereafter.

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

ARTICLE 9:00 RECOGNIZED HOLIDAYS AND VACATIONS

- 9:01 (a) The recognized holidays shall be as follows:

- | | |
|--------------------|--------------------|
| • New Year's Day | • Labour Day |
| • Good Friday | • Thanksgiving Day |
| • Victoria Day | • Remembrance Day |
| • Canada Day | • Christmas Day |
| • Saskatchewan Day | • Boxing 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. Employees who are required to work on a recognized holiday shall receive appropriate overtime. Holiday pay shall be as set out in the Appendices attached.
- (c) When working a four day work week schedule, any recognized holiday falling on a Friday shall be observed on the preceding Thursday.
- (d) Any deviation to the foregoing must be mutually agreed upon by the Employer and Union Business Representative.

9:02 The Employer agrees to pay four percent (4%) of the basic hourly rate, exclusive of overtime premiums, earned by the Employee in each calendar year and shall be paid each pay period with the Employee's regular pay.

9:03 The Employees shall be entitled to three (3) weeks annual holidays and the pay shall be at the rate of six percent (6%) of gross earnings for all Employees covered by this Agreement and shall be paid each pay period with the Employee's regular pay.

ARTICLE 10:00 WAGE SCALES AND FRINGE BENEFITS

10:01 Wages

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

Payment of Wages

(a) Pay Days and Pay Periods

The regular pay day shall be once a week on such day as agreed upon between the Company and the Union.

(b) Method

Wages shall be paid by cash or cheque, or electronic direct deposit into the Employee's bank account of choice, at no cost to the Employee. The method of payment shall be as determined by the Employer. A printed confirmation of earnings and deductions shall be included with cash pay or cheque, or for electronic deposits delivered to the jobsite or mailed to the Employee's address on record.

(c) Pay on Termination

When an Employee is laid off, voluntarily terminates or is discharged for just cause, payment by cheque (or electronic direct deposit) of all monies owing, including a printed confirmation of earnings and deductions and a Record of Employment shall be mailed or made to the Employee's last known address within three (3) working days, or at the election of the Employee made available for pick up within five (5) working days. If an Employee has not received his first weeks pay then he shall receive seventy-five percent (75%) of his gross earnings after deductions before leaving the site.

(d) Penalty

Should the above not be adhered to, the Employer will pay a penalty of four (4) hours per regular working day at straight time rates until payment is made.

10:02 **Fringe Benefits**

The Employer shall contribute to all fringe benefits and trust funds in accordance with the attached Appendices A through B and forming part of this Agreement. Contributions to all trust funds shall be calculated in accordance with the applicable rate per hour stipulated in the attached appendixes for each hour worked by the Employee.

10:03 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.

10:04 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**

The Employer and the Union acknowledge the Health and Welfare Fund for the benefit of members of the Union, and others, which Fund is called "Carpenters Insurance Benefit Trust Fund of Saskatchewan" as the same is constituted by a Declaration of Trust and Agreement in writing dated April 1, 1969.

(b) **Pension Fund**

The Employer and the Unions acknowledge the Pension Fund for the benefit of members of the Union, and others, which Fund is called the "Carpenters Pension Fund of Saskatchewan" as the same is constituted by a Declaration of Trust and Agreement in writing dated April 1, 1973.

(c) **Apprenticeship and Training Fund**

The Employer and Union acknowledge the Apprenticeship and Training Fund for the benefit of members of the Union, and others, which Fund is called "Carpenters' Apprenticeship and Training Trust Fund", as the same is constituted by a Declaration of Trust and Agreement in writing dated October 1, 1972.

ARTICLE 11:00 APPRENTICES

11:01 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.

11:02 The Employer recognizes the Saskatchewan Carpenters Joint Training 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.

All Apprentices shall be indentured to the Saskatchewan Carpenters Joint Training Committee, the Director, or to the Employer. If a Employer chooses to indenture an apprentice they must do so within thirty (30) calendar days of the date of employment and must establish to the Union that the apprentice is indentured. Failure to comply shall allow the Saskatchewan Carpenters Joint Training Committee to indenture the apprentice.

11:03 Preference of employment shall be granted to all indentured Apprentices in order to provide a reasonable opportunity for those indentured to complete their apprenticeship.

11:04 The maximum ratio of Apprentices to Journeyman on the job shall be one (1) Apprentice to every Journeyman.

11:05 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 12:00 GENERAL WORKING CONDITIONS

- 12:01 The Employer shall provide clean, ventilated and thermally comfortable lunch rooms with benches and tables with adequate size and seating capacity to accommodate the number of people using the facility. Areas required for eating and changing shall be kept free of tools and equipment.
- 12:02 Individual, separate, safe, and locked storage shall be provided for Carpenters' tools and work clothing.
- 12:03 Fresh drinking water in closed containers and individual paper cups shall be provided daily on all jobs.
- 12:04 The Employer shall provide suitable clean, enclosed, sanitary facilities, chemical or flush, heated in cold weather where practical. The Employees shall cooperate with the Employer in keeping these facilities clean. The Employer shall supply suitable dry type hand cleaner and towelling.
- 12:05 Suitable rain gear and protective clothing and equipment shall be provided by the Employer when safety, weather, or working conditions dictate their use or when required by the Employer. Gloves shall be provided on an exchange basis.
- 12:06 Insurance of Carpenters tools shall be carried by the Employer covering loss by fire and theft, to a maximum of One Thousand Dollars (1,000.00) per man.
- 12:07 Where site development permits, the Employer shall provide the Employees with adequate car parking facilities including plug ins in cold weather.
- 12:08 The Union will be supplied with a photocopy of the Employee's Record of Employment when requested.
- 12:09 (a) **Employee Sign-on Form**
- The Employee shall provide a completed Employee Sign-on Form, included as Appendix "D" to this Agreement, to the Employer at the time an Employee is dispatched.
- (b) **Employee Termination Record**
- In all cases of termination an Employee Termination Record, in the form of Appendix "E", which includes the hours worked by the Employee in the final pay period, shall be completed and provided to the Employee to finalize his employment. The form shall be signed by both the Employee and the Employer's supervisory authority.
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12:10 If power tools and their accessories are required, they shall be supplied by the Employer and operated by the Employee.

12:11 The tools of a Carpenter or Apprentice starting on a job shall be in good condition and must be kept so. This may be done during working hours. The Employer agrees to have necessary tools sharpened as required without cost to the Employee.

12:12 The Employee agrees to supply as a minimum the following list of tools when performing:

Scaffolding:

Carpenter's Apron

Torpedo Level

Lineman's Pliers or 8" End Nippers

Steel Tape, 16 ft.

Saw, crosscut, 14" or 24"

Utility Knife

Carpenter's Pencil

Hammer, 20 oz.

Wrench, adjustable, 10"

General Carpentry:

Pencils

1 Bit file

1 Saw, crosscut, 8-point 26"

1 Saw, compass

1 Hammer, 16 oz. or 20 oz.

1 Hatchet

1 Square, steel framing, 24" x 16" x 2"

1 Square, combination, 12"

1 T bevel, sliding, 6" or 8"

1 Tape, steel, 16' minimum

1 Cold Chisel $\frac{5}{8}$ " plus

1 String Line, 100 ft.

1 Chalk Line

1 Tape, steel, 100 ft - 30 m

1 Level, 24", 6 glasses

1 Nail puller, cats-paw type, 6" or 8"

1 Plumb bob, 12 oz.

1 Screwdriver, solid, 10" or unidrive

1 Wrench, adjustable, 12"

1 Lineman's pliers, 9 $\frac{1}{2}$ "

1 Box, tool, 32" x 12" x 7"

1 Utility knife

1 Hack saw

1 Tin snips, straight cut, 10"

1 Combination rasp

Cornerfile

Finish Carpentry:

In addition to the above list, a minimum of the following shall be supplied:

- 1 Countersink
- 2 4" C Clamps
- 1 Saw, crosscut, 10- or 12-point 26"
- 1 Saw, coping
- 1 Saw, drywall
- 1 Rubber mallet
- 1 Chisels, wood, set of ¼", ½", ¾", 1", 1¼", 1½"
- 1 File, flat, 10"
- 1 File, round, ⅝"
- 1 File, 3 corner, fine
- 1 Center punch
- 1 Arborite knife
- 1 Plane, block, 7" x 1⅝"
- 1 Stone, oil, 7" x 2" x 1"
- 1 Scriber
- 2 Nail sets, 2/32", 3/32"
- 1 Wonder bar
- 1 Metal masters, straight
- 1 Awl
- 1 Push Drill
- 1 Gauge, butt
- 1 Set allen wrenches
- 1 Back saw
- 1 Putty knife
- 1 Screwdriver set, stubby Robertson, green, red, & black
- 1 Screwdriver, stubby Phillips
- 1 Screwdriver, stubby, flat
- 1 Screwdriver set, Robertson, yellow, green, red, & black
- 1 Screwdriver set, flat, ⅛", 3/16", ¼", ⅜"
- 1 Sanding block
- 1 Glue bottle

ARTICLE 13:00 SAFETY

- 13:01 It is agreed that Employers and Employees shall maintain and abide by all site safety regulations as established by the Owner or Project Manager and all applicable provincial and/or federal safety legislation.
-

13:02 **Safety Orientation**

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 the following:

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.

It is the responsibility of each employee to hold current certification and maintain certification in Part 1 and Part 2.

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 the Agreement.

13:03 It is understood and agreed that the Employers and Employees shall at all times comply with the Accident Prevention Regulations made 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 a breach of this Agreement.

13:04 A qualified Safety Site Representative shall be on site.

13:05 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 Job 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.

13:06 **Alcohol and Drug Abuse Program**

At such time as CODC Construction Opportunities Development Council Inc. adopts an industry drug and alcohol policy, procedures and family assistance program, such program shall be a best practice forming part of this agreement.

13:07 **Code of Excellence**

At such time as CODC Construction Opportunities Development Council Inc. adopts an industry code of excellence, such program shall be a best practice forming part of this agreement.

ARTICLE 14:00 TRANSPORTATION EXPENSES

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 forty-eight cents (\$0.48) per kilometre effective the date of signing, from their residence to the edge of the Free Zone and return for every day the Employee works or reports for work.

14:01 Free Zone

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

14:02 Daily Transportation

- (a) When reporting for work and stopped by weather, and daily transportation expense is involved, transportation expense shall be paid.
- (b) 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 forty-eight cents (\$0.48) 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.

14:03 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 forty-eight cents (\$0.48) 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.

14:04 **Initial and Terminal Transportation**

On projects where accommodation is supplied or paid for, each Employee shall be paid an initial transportation expense of forty-eight cents (\$0.48) 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.

14:05 **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 forty-eight cents (\$0.48) 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.

**ARTICLE 15:00 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.

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.

15:01 On out of town projects where Employees do not 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; or
 - c) Subsistence allowance.
-

15:02 **Camps**

- a) Camps are not permitted within eighty (80) road kilometres of Regina, Saskatoon, or Prince Albert.

- b) In the event that a camp is being contemplated, CLR and the SPB & CTC will meet to discuss the necessity and feasibility of a camp. Prior to a camp being built, it must be approved by the CLR and the SPB & CTC.

- 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.

15:03 **Subsistence**

- 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 and for recognized holidays which fall between the first and last day of an employee's regularly scheduled work week.

15:04 **Subsistence Allowance**

- (a) In all instances the subsistence allowance shall be one hundred dollars (\$100.00) per calendar day worked effective May 30, 2004.

- (b) An employee shall forfeit subsistence allowance for absenteeism or leaving work without written permission on any working day. When an 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 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 "F" to this agreement. When a request is approved, the Employer shall send a copy of the completed form by facsimile to the Union.

**ARTICLE 16:00 LOCAL RESIDENT DAILY
TRANSPORTATION EXPENSES**

16:01 Local residents who reside within eighty (80) kilometres of the project but outside the cities of Saskatoon and Regina shall not be entitled to initial or terminal transportation allowance as set out in Article 14:04 or subsistence allowance as set out in Article 15:00, but shall receive daily transportation expense at the rate of forty-eight cents (\$0.48) per kilometre. The transportation expense is to be calculated from the Employee's residence to the boundary of the Project Free Zone and return daily.

ARTICLE 17:00 SAVINGS CLAUSE

17:01 If any provision of this Agreement is in conflict with the laws or regulations of Canada or Saskatchewan, such provision shall be superseded by such law or regulation.

ARTICLE 18:00 GENDER CLAUSE

18:01 Where the masculine gender is used in this Agreement it shall be considered to include the feminine gender.

ARTICLE 19:00

This Article is blank.

**ARTICLE 20:00 CONTRACT ADMINISTRATION AND
INDUSTRY DEVELOPMENT FEES**

20:01 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.

20:02 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 **\$0.21/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.

20:03 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.

20:04 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.

20:05 In the event of a failure on the part of any Employer to contribute the funds as required in this Article, the SPB & CTC, the Union 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, the Union or CLR in its own name against the subject Employer. Such a grievance may be referred by the SPB & CTC, the Union 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, the Union or CLR and the subject Employer. The unsuccessful party shall pay the costs of the Arbitrator. The SPB & CTC, the Union 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 21:00 ENABLING AGREEMENT TERMS AND PROCEDURES

21:01 The Local Union may, in order to secure jobs for its members and contracts for Employers who are bound by this Agreement, but are bidding on contracts against contractors who are not parties to this Collective Agreement, amend or delete any of the terms and conditions in this Collective Agreement subject to the terms and conditions of Appendix "C".

ARTICLE 22:00 DURATION OF AGREEMENT


22:01 The Agreement shall be effective from May 30, 2004, and shall remain in full force and effect until midnight, April 30, 2007 and thereafter from year to year provided that at any time not more than sixty (60) days and not less than thirty (30) days before the expiry date or any extended term thereof, either party may give to the other party written notice to negotiate a revision of the Agreement 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 this Agreement or the conclusion of a new Agreement.

EACH OF THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AND CAUSED IT TO BE SIGNED BY ITS DULY AUTHORIZED REPRESENTATIVE(S) AS OF THIS 30th DAY OF MAY, 2004.

SIGNED ON BEHALF OF: THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL UNION #1985




Warren Sauder
President




Bob Todd
Business Manager

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



Wayne Bell
Trade Division Chairperson



Sid Matthews
CLR President

APPENDIX "A"

Industrial Rates

1. **Union Recognition**

The Employer recognizes the Union as the sole collective bargaining agent for all employees within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America, Local 1985, Saskatchewan.

2. **Classification and Wage Rates**

	May 30, 2004	May 1, 2005	April 30, 2006
Journeyman Rate	\$25.97	\$26.37	\$27.17
Statutory Holiday Pay 4%	1.04	1.05	1.09
Vacation Pay 6%	1.62	1.64	1.70
Health and Welfare	1.20	1.20	1.20
Pension	4.65	5.10	5.10
Apprentice and Training	0.70	0.70	0.70
Total Package	<u>\$35.18</u>	<u>\$36.06</u>	<u>\$36.96</u>

Foreman: \$2.50 above Journeyman Rate
General Foreman: \$4.50 above Journeyman Rate

3. **Apprentices**

(a) **Probationary Apprentices**

The minimum wage rate for Probationary Apprentices shall be the percentage of Journeyman's wage as stated below:

0000 - 0900 hours 50%

The Employer may hire Probationary Apprentices subject to the provisions of this Agreement, but in no case shall the ratio of Probationary Apprentices exceed one Probationary Apprentice for every two Apprentices. All Probationary Apprentices shall only do work not customarily done by Indentured Apprentices.

(b) **Carpenter Apprentices**

The minimum wage rate for Carpenter Apprentices shall be the percentage of Carpenter's wage as stated below:

0000 - 1800 hours	55%
1800 - 3600 hours	70%
3600 - 5400 hours	80%
5400 - 7200 hours	90%

(c) **Scaffolder Apprentices**

The minimum wage rate for Scaffolder Apprentices shall be the percentage of Scaffolder's wage as stated below:

0000 - 1200 hours	55%
1200 - 2400 hours	70%
2400 - 3600 hours	80%
3600 - 4800 hours	90%

4. **Health and Welfare Fund**

The Employer shall contribute to the Carpenters' Insurance Benefit Trust Fund of Saskatchewan at the rate of one dollar and twenty cents (\$1.20) per hour for each hour of work performed by each of its Employees covered by this Agreement. Such contributions shall be remitted to such place or places as designated by the Trustees of said Fund and be made by the fifteenth (15th) of the month following the month for which such contributions are payable.

5. **Pension Fund**

The Employer shall contribute to the Carpenters' Pension Fund of Saskatchewan at the rate of four dollars and sixty-five cents (\$4.65) per hour for each hour of work performed by each of its Employees covered by this Agreement. Effective May 1, 2005, the contribution shall be five dollars and ten cents (\$5.10). Such contribution shall be remitted to such place or places as designated by the Trustees of said Fund and be made by the 15th of the month following the month of which such contributions are payable.

6. Apprenticeship and Training Fund

The Employer shall contribute to the Carpenters' Apprenticeship and Training Trust Fund at the rate of seventy cents (\$0.70) per hour for each hour of work performed by each of its Employees covered by this Agreement. Such contributions shall be remitted to such place or places as designated by the Trustees of said Fund and be made by the 15th of the month following the month for which such contributions are payable.

APPENDIX "B"

Scaffolding Maintenance Rates

These rates can be used where an Employer has obtained an annual contract to provide scaffolding services at an operating plant. The rates do not apply to work of shutdown and/or turnaround nature, or where a Project Maintenance Agreement is in force.

1. **Union Recognition**

The Employer recognizes the Union as the sole collective bargaining agent for all employees within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America, Local 1985, Saskatchewan.

2. **Classification and Wage Rates**

Minimum hourly wage rates for Carpenters shall be as follows:

	May 30, 2004	May 1, 2005	April 30, 2006
Journeyman Rate	\$24.61	\$25.00	\$25.82
Statutory Holiday Pay 4%	0.98	1.00	1.03
Vacation Pay 6%	1.54	1.56	1.61
Health and Welfare	1.20	1.20	1.20
Pension	4.65	5.10	5.10
Apprentice and Training	0.70	0.70	0.70
Total Package	<u>\$33.68</u>	<u>\$34.56</u>	<u>\$35.46</u>
Foreman:	\$2.50 Above Journeyman Rate		
General Foreman:	\$4.50 Above Journeyman Rate		

3. **Apprentices**

(a) **Probationary Apprentices**

The minimum wage rate for Probationary Apprentices shall be the percentage of Journeyman's wage as stated below:

0000 - 0900 hours 50%

The Employer may hire Probationary Apprentices subject to the provisions of this Agreement, but in no case shall the ratio of Probationary Apprentices exceed one Probationary Apprentice for every two Apprentices. All Probationary Apprentices shall only do work not customarily done by Indentured Apprentices.

(b) **Scaffolder Apprentices**

The minimum wage rate for Scaffolder Apprentices shall be the percentage of Scaffolder's wage as stated below:

0000 - 1200 hours	55%
1200 - 2400 hours	70%
2400 - 3600 hours	80%
3600 - 4800 hours	90%

4. **Health and Welfare Fund**

The Employer shall contribute to the Carpenters' Insurance Benefit Trust Fund of Saskatchewan at the rate of one dollar and twenty cents (\$1.20) per hour for each hour of work performed by each of its Employees covered by this Agreement. Such contributions shall be remitted to such place or places as designated by the Trustees of said Fund and be made by the fifteenth (15th) of the month following the month for which such contributions are payable.

5. **Pension Fund**

The Employer shall contribute to the Carpenters' Pension Fund of Saskatchewan at the rate of four dollars and sixty-five cents (\$4.65) per hour for each hour of work performed by each of its Employees covered by this Agreement. Effective May 1, 2005, the contribution shall be five dollars and ten cents (\$5.10). Such contribution shall be remitted to such place or places as designated by the Trustees of said Fund and be made by the 15th of the month following the month of which such contributions are payable.

6. **Apprenticeship and Training Fund**

The Employer shall contribute to the Carpenters' Apprenticeship and Training Trust Fund at the rate of seventy cents (\$0.70) per hour for each hour of work performed by each of its Employees covered by this Agreement. Such contributions shall be remitted to such place or places as designated by the Trustees of said Fund and be made by the 15th of the month following the month for which such contributions are payable.

7. **Transportation Expenses**

Article 14:04 Initial and Terminal Transportation and Article 14:05 Rotational Transportation do not apply to this Appendix.

8. **Subsistence**

Notwithstanding any provisions of Article 15:03, when the Employer provides subsistence allowance, the Employee shall be paid the subsistence allowance per day for each day worked.

APPENDIX "C"

Enabling Procedures

1. The term "enabled project" means a project or job covered by the Enabling Clause Information Sheet forming part of this Appendix.
 2. An Employer wishing to obtain agreement for an enabled project shall complete the Enabling Clause Information Sheet and forward it to the Local Union.
 3. In the event that the Local Union is prepared to amend or delete any of the terms or conditions in this Collective Agreement it shall, under the signature of the Local Union Business Representative or his designate, complete the Enabling Clause Information Sheet by certifying those terms or conditions which are to be amended or deleted and, in the case of an amendment, particulars of the amendment.
 4. The Local Union shall, at the time when the Enabling Clause Information Sheet is signed by the Local Union and is returned to the Employer, advise CLR Construction Labour Relations Association of Saskatchewan Inc. that it has agreed to an enabled project. The Local Union agrees, subject to the terms of this Appendix, to offer the same terms and conditions to other Employers bidding on the enabled project.
 5. The Employer shall, upon receipt of the Enabling Clause Information Sheet signed by the Local Union, be entitled to bid on the enabled project using the terms contained in the Enabling Clause Information Sheet. Except as specifically modified in the Enabling Clause Information Sheet, the Employer shall be governed by the terms and conditions of this Collective Agreement.
 6. The parties specifically acknowledge and agree that the issuance of an Enabling Clause Information Sheet shall be at the sole discretion of the Local Union. The parties further acknowledge and agree as follows:
 - (a) the terms and conditions granted in respect to an enabled project apply only to Employers, whether contractors, subcontractors or otherwise, who are parties to this Collective Agreement.
 - (b) where an Employer subcontracts work to a party who is not a party to this Collective Agreement, the Enabling Clause Information Sheet signed by the Local Union shall be of no effect and the Employer shall not be entitled to rely upon any of the terms and conditions set out in the Enabling Clause Information Sheet but shall be subject to the terms and conditions of this Collective Agreement.
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Saskatchewan Provincial Carpenters' Agreement
Industrial 2004 - 2007
Appendix "C"

- (c) where an Employer is, in the opinion of the Local Union, in any way, associated or affiliated with, or the directors, officers or employees of an Employer carry on the same or a similar business through, an entity that is not a party to this Collective Agreement (such an entity being hereafter referred to as a "related organization"), that Employer shall not be eligible to obtain or rely upon an Enabling Clause Information Sheet under this Appendix nor shall such Employer be entitled to any information on the terms of an Enabling Clause Information Sheet issued to any other Employer under this Appendix unless the Employer provides assurances, satisfactory to the Local Union, that the enabled project will only be bid by it and not by any related organization.
7. The terms of an Enabling Clause Information Sheet shall continue for the duration of the enabled project notwithstanding that this Collective Agreement may expire prior to the completion of the project.
8. The exercise by the Local Union of any discretion under this Appendix shall not be subject to any grievance or arbitration procedure.
-

APPENDIX "C"

PRE-ENABLING CLAUSE INFORMATION SHEET

DATE: _____

TO:	Carpenters' Local Union #1985	Telephone: (306) 382-4355
		Facsimile: (306) 382-5828
FROM:		Telephone: _____
		Facsimile: _____

Please accept this as a request to bid the project outlined herein under the terms of the enabling provisions of the Saskatchewan Provincial Carpenters' Agreement currently in force.
(Trade)

PROJECT: _____
 OWNER: _____
 LOCATION: _____
 VALUE: _____ BID TO: _____
 TENDER CLOSING DATE: _____ PEAK MANPOWER: _____
 START DATE: _____ COMPLETION DATE: _____

KNOWN BIDDERS:	
UNION	NON-UNION

The following items are agreed to for the duration of this project only and shall not be deemed a precedent for future projects.

ITEM	DESCRIPTION

All other terms and conditions will be as per the current collective bargaining agreement.

Business Representative, Local Union

Contractor Representative

APPENDIX "D"

EMPLOYEE SIGN-ON FORM

Name: _____
(First Name) (Initial) (Last Name)

Street Address: _____

Apt. No.: _____ P.O. Box: _____

City/Town: _____ Province: _____

Postal Code: _____

Home Phone: () _____ Other Phone: () _____

S.I.N.: _____ Hospitalization No. _____

Net Tax Claim Code: _____

Trade: _____ Classification: _____

EMERGENCY CONTACT INFORMATION:

Name: _____

Address: _____

Home Phone: () _____ Other Phone: () _____

Employee Signature _____

Date _____

APPENDIX "E"

EMPLOYEE TERMINATION RECORD

NAME _____ **DATE** _____
ADDRESS _____ **PROJECT** _____
CITY/PROV _____ **PROJECT #** _____
PHONE _____

Reason for Termination

Shortage of Work	[]	Retirement	[]
Strike or Lockout	[]	Work Sharing	[]
Return to School	[]	Apprentice Training	[]
Illness or Injury	[]	Dismissal	[]
Quit	[]	Leave of Absence	[]
Pregnancy/Parental []		Other	[]

Other - Explain _____

[] Final Pay Period	[] Previous Pay Period	S	M	T	W	T	F	S	Total
Regular Hours									
Time & One Half									
Double Time									
Shift Differential									
Subsistence									
Meal Allowance									
Travel Km									

Other Monies Owing _____

Supervisor _____ Date _____

Employee _____ Date _____

Employee's Signature Verifies That Final Hours, Etc. Are Correct
Employee To Be Given A Copy, Supervisor To Retain Original

APPENDIX "F"
LEAVE OF ABSENCE REQUEST

CONTRACTOR: _____ PROJECT: _____

NAME: _____ DATE: _____

CRAFT & BADGE NUMBER: _____ TOTAL # OF HOURS REQUESTED: _____

IF LESS THAN 8 HOURS, STATE DATE AND START TIME OF REQUESTED ABSENCE.	
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 _____

NOTE:

1. "Personal business" will not be considered sufficient reason to grant a leave of absence, unless discussed with Project Superintendent.
2. Leave of absences will not be granted on the same day of the request, unless under extreme circumstances.
3. 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

FOR INDUSTRIAL CONSTRUCTION IN THE
PROVINCE OF SASKATCHEWAN

BETWEEN

EACH OF THE UNIONIZED EMPLOYERS IN THE CARPENTER TRADE DIVISION OF THE CONSTRUCTION INDUSTRY (FOR INDUSTRIAL CONSTRUCTION) 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 UNITED BROTHERHOOD OF CARPENTERS AND JOINERS
OF AMERICA, LOCAL UNION #1985**

(Hereinafter referred to as the "Union")

RE: MARKET RETENTION AND EXPANSION

WHEREAS the Parties to the Provincial Carpenters' Agreement (for Industrial Construction) in the Province of Saskatchewan (the "Agreement") fully support actions to retain and expand the market share of the Carpenters' Union, and

WHEREAS the Parties recognize the value of working together towards achieving positive results regarding market share, and

WHEREAS it is recognized that in certain circumstances the Agreement may require amending in order to achieve positive results,

THEREFORE IT IS AGREED that in those certain circumstances the Agreement will be amended, taking into consideration items such as, but not limited to the work week, overtime, and daily travel.


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 22:00 of the Agreement.

Signed this 30th day of MAY, 2004.

SIGNED ON BEHALF OF:

**THE UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF
AMERICA, LOCAL UNION #1985**


Warren Sauder, President


Bob Todd, Business Manager

SIGNED ON BEHALF OF:

**CLR CONSTRUCTION LABOUR
RELATIONS ASSOCIATION OF
SASKATCHEWAN Inc.**


Wayne Bell, Trade Division Chairperson


Sid Matthews, CLR President