

# **PROVINCIAL CEMENT MASON/ PLASTERER AGREEMENT**

**(For Industrial Work)**

This Agreement, entered into by and between:

EACH OF THE UNIONIZED EMPLOYERS IN THE CEMENT MASON/PLASTERER 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**

OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION OF THE UNITED STATES AND CANADA LOCAL 222

(Hereinafter referred to as the "Union")

**Effective November 14, 2010  
Expires April 30, 2014**

# **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.
- EMPLOYEE** - means anyone employed under the terms of this  
Agreement.
- EMPLOYER** - means a Company bound by the terms of this Collective  
Agreement.
- EQUIVALENT** - where the term equivalent is used throughout this  
agreement, the Parties shall, by mutual agreement,  
determine any question regarding equivalency.
- GENDER** - means where the masculine gender is used in this  
Agreement it shall be considered to include the  
feminine gender.
- INDUSTRIAL  
CONSTRUCTION** - Industrial construction shall mean new  
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
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- 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

- 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 and Saskatoon, for at least six (6) months immediately preceding the date of hire.

**LOCAL UNION or UNION**

- means the Operative Plasterers and Cement Masons International Association of the United States and Canada Local 222 (OPCMIA 222).

**QUALIFIED**

- shall mean to also include certification in the CODC Interactive "Rights & Responsibilities" course and the Vicom Safe-T-Disc CSTS course or equivalent.

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**RESIDENCE**

- is the place where an Employee 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

For travellers from outside Saskatchewan only:

- Travellers may present a Travel Card document from their home local union to the Saskatchewan local union, which includes the worker's home local union membership number, plus any one of the 4 documents required above

**ARTICLE 1:00 PURPOSE AND SCOPE**

**1:01 Purpose**

The general purpose of this Agreement is to establish mutual satisfactory relations between the Employer and its Employees, to provide for the prompt and equitable disposition of grievances without stoppages or work, to prevent any unnecessary expense or delay in the work performed, and to establish and maintain satisfactory working conditions, hours of work, and wages for all Employees who are subject to the provisions of this Agreement.

**1:02** This Agreement includes provisions to pay reasonable expenses on behalf of the Employees. The payment of reasonable expenses is not intended to provide supplementary income. The Employer may require each Employee who receives an expense reimbursement or 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 in the amount of the reimbursement or allowance.

**1:03 Scope**

The terms of this Agreement and no other Agreement shall apply to all Industrial construction work performed by plasterers, cement masons and their apprentices within the Province of Saskatchewan.

The Employer recognizes the work jurisdiction of the plasterer/cement mason which includes, but is not restricted to: fireproofing; stucco work; interior and exterior plaster work; concrete finishing; grouting; concrete sawing, coring; concrete renovation; concrete coating and sealing; installation of mesh or corner bead for concrete or plaster; screeding, darbying, floating and trowelling of concrete or plaster or substitutes thereof; curb and gutter work; waterproofing, stamping, pigmenting, washing, grinding or bush hammering of concrete; and all other work that is traditionally done by the plasterer/cement mason. The tending and assisting of journeymen is the work of plasterer/cement mason apprentices.

**ARTICLE 2:00 SPECIAL PROJECTS**

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

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2:02            **Special Projects**

The parties hereto express their intent to consider amending certain provisions of this Collective Agreement, by way of an appendix, where this action appears necessary and appropriate for certain projects. The provisions must be mutually agreed upon by the parties hereto.

2:03            **Savings Clause**

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. Unless prohibited from doing so by such law or regulations, or by a ruling of any Court or Board of competent jurisdiction which has declared any provision of this Agreement invalid or inoperable, CLR and the Union, within fifteen (15) days notice of either upon the other, shall commence negotiations, the sole and restricted purpose of which shall be to provide adequate legal replacement of such provision.

In the event that such negotiations do not result in agreement upon a legal replacement for such provision within seven (7) days of commencement of negotiations, or such longer period as may be mutually agreed between the parties, the matter shall be resolved in accordance with Article 9:00.

**ARTICLE            3:00            UNION RECOGNITION AND  
SUB-CONTRACTING**

3:01            The employer recognizes OPCMIA Local 222 as the exclusive bargaining agent for plasterers and cement masons in the Province of Saskatchewan.

3:02            All subcontractors engaged directly or indirectly by the Employer to perform cement mason/plasterer work within the scope of this agreement shall conform to the terms and conditions of this Agreement.

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**ARTICLE 4:00 UNION SECURITY, HIRING,  
JOB ACCESS, STEWARDS**

4:01 Union Security

- (a) 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 of his employment, apply for 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 the members of the Union.
- (b) The Employer recognizes the OPCMIA “Code of Conduct”. At such time as a CODC “Code of Conduct” becomes available it will replace the OPCMIA “Code of Conduct”.

4:02 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.

4:03 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 (provided the number is supplied by the Union on its referral form) 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 hours on which the deduction was based. Union dues and other deductions shall be mailed to **OPCMIA LOCAL 222, #42 - 4004 - 97 Street, Edmonton, AB, T5E 6N1.**

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4:04        **Hiring**

The Employer shall have the right to name hire all employees including Foremen and Supervisors, provided they are members of OPCMIA Local 222.

If the Union is unable to supply qualified competent men within forty-eight (48) hours, excluding Saturdays, Sundays and holidays, the Employer may hire them elsewhere provided such men become members of the Union (and the Union hereby agrees to accept such men as members) within thirty (30) days of commencement of employment. Upon exercising this option, the Employer agrees to supply the Union with the Employee's name, social insurance number, address and date of hire. This information must be sent to the Union within the first (1<sup>st</sup>) day of hire.

4:05        Employers may hire Employees and the Union shall issue referral slips and/or clearance to Employers 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, provided that they are willing to join and do join the union prior to commencement of employment.
- (c)        Qualified Union Members whose residences are located in Saskatchewan.
- (d)        Other qualified Union Members of Local 222.

4:06        The Union shall provide a completed sign-on-form, included as Appendix C to this Agreement, to the Employer at the time an Employee is dispatched.

4:07        **Job Access**

An authorized representative of the Union shall retain the privilege of access to Employees of the Employer, provided that prior consent is obtained from the Employer, and the Prime Contractor and Owner when necessary, and that the work of the Employees is not interfered with.

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4:08            **Stewards**

There shall be no non-working Steward(s). The Union shall notify the Employer in writing of the name(s) of its Steward(s). When a Steward is appointed or elected, preference will be given to qualified working Journeymen, who have completed a Steward Training Course applicable to this trade. 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) shall not be discriminated against and shall receive his fair share of overtime work 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.

4:09            **Job Jumping Restriction**

Employees who voluntarily terminate their employment for an Employer on a project site, will not be eligible for hire by another Employer on the same site for a period of thirty (30) days unless the reasons for self termination are for reasons satisfactory to the first Employer and the Union Representative.

**ARTICLE            5:00            MANAGEMENT RIGHTS**

5:01            The Union agrees that it is the exclusive jurisdiction of the Employer to exercise the usual functions of management, including but not so as to restrict the generality of the foregoing, the right:

- (a)            to conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of jobs and work, to classify and judge the suitability of Employees for various types of work and to maintain order, discipline and efficiency;
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- (b) to select hire, discharge, transfer, promote, layoff, or otherwise discipline Employees, provided that a claim by an Employee that has been discharged without reasonable cause shall be subject to the provisions of the Grievance Procedure;
- (c) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the Employees, violations of which will be cause for discipline and may include discharge.

**ARTICLE 6:00 JOINT LABOUR MANAGEMENT COMMITTEE**

6:01 The employer and union will name representatives to a joint Labour Management Committee that will promote issues of mutual concern and resolve problems.

**ARTICLE 7:00 NO STRIKE/NO LOCKOUT**

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

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

**ARTICLE 8:00 GRIEVANCE PROCEDURE, OPTIONAL GRIEVANCE MEDIATION AND ARBITRATION**

**Grievance Procedure**

It is the mutual desire of the parties hereto, that complaints of Employees shall be adjusted as quickly as possible. The Foreman or Supervisor shall be given the opportunity to adjust a complaint. When a complaint is reduced to writing it shall be termed a grievance.

It is agreed that it is the spirit and intent of this Agreement to address grievances promptly. All grievances must be initiated within ten (10) working days of the incident.

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Jurisdictional disputes shall not be settled by this grievance procedure but rather as provided for in Article 9:00.

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 and the Employer's Labour Relations Representative.
- Step III           If the grievance is not settled within (optional) thirteen (13) working days, excluding Saturday, Sunday and recognized holidays, from the date of the occurrence giving rise to the grievance, the parties may agree to refer the grievance to the Unions International Representative and the Employer's Management Representative. 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.
- 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.

**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.
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- (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.

### **Arbitration**

- Step VII      A single Arbitrator shall be selected from the list of four Arbitrators in Appendix 02 to hear any grievance which has been referred to arbitration pursuant to this Agreement. Selection shall be in rotation beginning with the first listed Arbitrator and will continue sequentially subject to availability of those individual arbitrators.
- Step VIII     Both parties to the dispute shall share equally the expenses and fees of the Arbitrator.
- Step IX        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 X         When the Union or an Employer requests that a grievance be submitted to arbitration, it shall make such a request in writing (Registered Mail) addressed to the other party with copies to CLR and the Building Trades Council. Within ten (10) working days after receipt of the notice to proceed to arbitration, CLR and the Building Trades Council will jointly advise both parties of the name of the Arbitrator and the time and place of arbitration.
- 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 VII       The decision of the Arbitrator shall be final and binding upon both parties.
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**ARTICLE            9:00            JURISDICTIONAL DISPUTES  
RESOLUTION**

9:01            **Jurisdictional Assignment Plan**

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            10:00            PRE-JOB AND MARK-UP  
CONFERENCES, JURISDICTION  
AND ASSIGNMENT OF WORK**

10:01            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.

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.

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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 Union's 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 the 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 may be conducted electronically.

**ARTICLE 11:00 HOURS OF WORK, OVERTIME,  
SHOW UP TIME, CALL OUTS,  
SHIFTS, REST BREAKS**

11:01 Forty (40) hours shall constitute a regular work week. The Employer shall establish the initial regular work week schedule based on either the Five Day Work Week Schedule or the Four Day Work Week Schedule.

The established work week schedule may be changed by mutual agreement in writing between the Union and the Employer.

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.

On projects where circumstances make it necessary, the regular hours of work for a day shift or single shift shall be performed during any time of the day or night that may constitute a regular shift on that project.

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One (1) hour in each work day shall be allowed as a meal hour but the time allowed for the said meal hour may be reduced on any job by agreement between the Employees on the job and the Employer.

Employees shall be ready for work at starting time and shall remain at work until quitting time. Employees are to commence and complete their shift at the lunchroom.

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 Local Union representative or senior on site Union member when the Local Union representative cannot be reached by telephone to make a timely decision. 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.

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

The standard work week for day shift or single shift will be forty (40) hours per week consisting of five (5) shifts of eight (8) hours Monday to Friday inclusive.

The normal hours of work shall be between the hours of 7:00 am and 5:00 pm Monday through Friday inclusive with one-half ( $\frac{1}{2}$ ) hour for lunch. The one-half ( $\frac{1}{2}$ ) hour lunch break shall be taken within one half hour of mid shift.

**(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) The normal hours of work shall be between the hours of 6:00 am and 5:30 pm with one-half ( $\frac{1}{2}$ ) hour for lunch. The one-half ( $\frac{1}{2}$ ) hour lunch break shall be taken within one half hour of mid shift.

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**Overtime**

11:02 The Employer may require Employees to work overtime in excess of their regularly assigned hours.

Overtime during the regular work week shall be paid only after eight (8) hours in a day on a five (5) day work schedule, or after ten (10) hours in a day in the case of a four (4) day work schedule. Unscheduled overtime following directly after the shift shall be paid at overtime rates.

If any Employees are recalled to a job without having had eight (8) hours rest, they shall be paid at overtime rates of pay until such time as they have had the said eight (8) hours rest.

**Lunch Breaks During Overtime Hours**

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

In the event that a hot meal and meal break is not provided, the Employee shall receive a meal allowance of twenty-five dollars (\$25.00).

11:03 **Five Day Work Week Schedule**

- (a) 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) When working under the five (5) day work week schedule, Saturday may be used as a make-up day when weather or other conditions beyond the Employers' control, which halt work, 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 eight (8) hours, at one and one half (1.5x) times their regular rate for the first two hours of overtime, after which double time (2x) 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.
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11:04 **Four Day Work Week Schedule**

- (a) 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.
- (b) 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 ten (10) 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.
- (c) 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 (not including show up time) 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.

11:05 **Saturdays, Sundays and Holidays**

All hours worked during the construction phase of projects on Saturdays, Sundays and recognized holidays shall be paid at double time (2x), except when Saturday is worked as a make-up day in accordance with 12:03(b) above.

11:06 **Show Up Time**

When an Employee is requested to report to a job for hiring and is not hired, an allowance equal to two (2) hours' pay at straight time rates including all benefits 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 an allowance equal to two (2) hours pay at straight time rates including all benefits. When unable to work due to inclement weather or site conditions, Employees shall remain on the job during waiting time and shall be paid a minimum of two hours or the actual waiting time at the applicable rate of pay. The Employee shall be paid to the nearest one-half ( $\frac{1}{2}$ ) hour if work ceases because of circumstances beyond the control of the Employer.

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When an Employee has been notified prior to leaving his place of residence not to report for work, the two (2) hours reporting time shall not apply, but shall receive subsistence allowance where applicable.

**11:07 Call Outs**

Employees who have performed a regular shift and who respond to a request to return to work additional time shall be compensated as follows:

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

**11:08 Shifts**

- (a) When the starting time for a shift is altered as per 12:01 to 2 pm or later, the Employer shall pay a shift premium of three dollars (\$3.00) per hour worked. There shall be no pyramiding of premium pay.

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

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

**11:09 Rest Breaks**

All Employees covered by this Agreement shall be permitted rest breaks at work stations during working hours as follows:

- (a) Ten minutes in first half shift.
- (b) Ten minutes in second half shift.
- (c) Ten minutes at the commencement of overtime provided that the overtime work is expected to extend beyond one (1) hours duration.
- (d) Ten minutes between meals there after.

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

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**ARTICLE 12:00 RECOGNIZED HOLIDAYS AND VACATION**

12:01 **Recognized Holidays**

(a) The recognized holidays shall be as follows:

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

(b) 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.

(c) When working a four day work week, a recognized holiday falling on a Friday shall be observed on the preceding Thursday.

Recognized holiday pay shall accrue at four and one-half percent (4.5%) of straight time earnings, and shall be paid every two (2) weeks.

12:02 **Vacation**

Vacation pay shall accrue at six percent (6%) of gross earnings and shall be paid every two (2) weeks.

**ARTICLE 13:00 WAGE SCALES, PAYMENT OF WAGES, FRINGE BENEFITS**

13:01 **Wages**

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

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13:02

**Payment Of Wages**

(a) **Pay Day and Pay Periods**

Pay day shall be weekly with a maximum holdback of one (1) week. The work week for payroll purposes shall generally end at Saturday midnight. However, in order to meet the Employer's payroll requirements the Employer may close the payroll earlier. This will be established as a job condition and those affected so notified.

(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 (straight time and overtime) and deductions shall be included with cash pay or cheque or, for electronic direct deposits delivered prior to quitting time 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 sent by mail to the Employee's last known address on the next week regular payday.

Records of Employment for Employment Insurance purposes may, at the sole discretion of the Employer, be submitted electronically or by paper forms to Service Canada and in accordance with Service Canada requirements. For electronically submitted ROEs, a paper copy of the ROE shall be provided on request of an Employee.

(d) **Penalty**

If an Employer fails to provide payment as stated above, the Employer shall pay the Employee for waiting time in the amount of eight (8) hours per day at his regular rate of pay each regular work day delayed.

(e) **Subsistence**

Where the Employer is supplying accommodation and board or subsistence allowance, it shall be continued until the foregoing terms of this section are fulfilled.

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(f) **Employee Termination Record**

In all cases of termination an Employee Termination Record, in the form of Appendix "D", which includes the hours worked by the Employee in the final pay period, and for the previous pay period providing the information is available on the job site, 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.

(g) **Notice**

When an Employee is laid off or discharged or quits of his own accord, one (1) hour's notice shall be given by either party. In the absence of such notice by the Employer, then one (1) hour's pay must be paid. An Employee shall not be laid off prior to the termination of his shift.

13:03 **Fringe Benefits**

The Employer shall contribute to all fringe benefits and trust funds in accordance with the attached Appendices 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.

13:04 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.

13:05 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.

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13:06      **Health & Welfare Plan**

- (a)      The Employer acknowledges the OPCMIA Health & Welfare Plan of Alberta as established by Trust Agreement dated the 5<sup>th</sup> of April A.D. 1966 together with all amendments thereto and agrees to be bound by the terms of that agreement, as amended from time to time by the decisions of the Trustees appointed from time to time thereunder.
  
- (b)      Upon the wages of an employee becoming due, the said contributions shall be calculated by the Employer and the gross contributions of the Employer for all hours worked by all employees under the terms of this Agreement in a month, up to and including the last pay period of the said month shall be forwarded by the Employer to the OPCMIA. Health & Welfare Plan of Alberta not later than the fifteenth (15<sup>th</sup>) day of the month following, at such address as is determined by the Trustees from time to time.
  
- (c)      It is understood that the contributions negotiated under this clause are for the benefit of the members of the Plan as recognized by the Trustees for the said fund, who shall have full discretion to make from time to time reasonable rules in this respect.
  
- (d)      Neither party shall be liable nor responsible for any debts or liabilities or other obligations of the Fund, other than provided for in this Agreement. Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Fund, the Employer's liability to the said Fund shall be limited to remittance of the above noted contributions in the manners and at the times set out herein.

13:07      **Pension Trust Fund**

The Employer acknowledges the OPCMIA Pension Plan of Alberta as established by Trust Agreement dated the 20<sup>th</sup> of December A.D. 1977.

13:08      **Training Trust 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 "Cement Mason/Plasterer Training Trust Fund".

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**ARTICLE            14:00            APPRENTICES**

- 14:01            A worker must be registered with the Saskatchewan Apprenticeship and Trade Certification Commission prior to be 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 Cement Mason/Plaster by the Saskatchewan Apprenticeship and Trade Certification Commission.
- An Apprentice who does not attend schooling when scheduled through no fault of his own may apply to the Saskatchewan Cement Mason/Plasterer Joint Training Committee which shall meet to consider the circumstances in each case and establish the appropriate pay rate.
- An Apprentice who has completed a trade pre-employment course and/or a training period as recognized by the Saskatchewan Cement Mason/Plasterer Joint Training Committee, shall commence employment at the 65% rate.
- 14:02            The Employer recognizes the Saskatchewan Cement Mason/Plasterer 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 Cement Mason/Plasterer 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 Cement Mason/Plasterer Joint Training Committee to indenture the Apprentice.
- 14:03            Preference of employment shall be granted to all indentured Apprentices in order to provide a reasonable opportunity for those indentured to complete their apprenticeship.
- 14:04            All Indentured Apprentices and Probationary Apprentices shall work under supervision of a Journeyman of their trade.
- 14:05            The Employer and Union agree to maintain, improve and promote trade training and apprenticeship for cement masons and plasterers, and will cooperate with the Saskatchewan Apprenticeship Branch and the Joint Training Committee in implementing standards and regulations for these Trades.
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14:06 An Apprentice shall receive the same fringe benefits as would a journeyman with the exception of Pension Trust Fund contributions which shall be calculated as provided in Appendix A.

14:07 In all cases the ratio of Apprentices to Journeymen shall not exceed the ratio established by the Saskatchewan Apprenticeship and Trade Certification Commission. Final Level apprentices shall be excluded from the calculation of journeyperson to apprentice ratio.

**ARTICLE 15:00 GENERAL WORKING CONDITIONS**

15:01 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.

15:02 Individual, separate, safe, and locked storage shall be provided for cement masons'/plasterers' tools and work clothing.

15:03 Fresh drinking water in closed containers and individual paper cups shall be provided daily on all jobs.

15:04 The Employer shall provide suitable clean, enclosed, sanitary facilities, chemical or flush, heated in cold weather. The Cement Masons/Plasters shall cooperate with the Employer in keeping these facilities clean. The Employer shall supply suitable dry type hand cleaner and towelling.

15:05 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.

15:06 All Cement Mason/Plasters and Apprentices shall bring to work everyday appropriate hand tools of the trade and be responsible for their safe keeping.

15:07 Where site development permits, the Employer shall provide the Cement Masons/Plasterers with adequate car parking facilities including plug ins in cold weather.

15:08 The Union will be supplied with a photocopy of the Employee's Record of Employment, forthwith upon termination of employment.

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**ARTICLE            16:00                            TOOLS AND EQUIPMENT**

16:01            If power tools and their accessories are required, they shall be supplied by the Employer and operated by a Cement Mason/Plasterer or a Cement Mason/Plasterer Apprentice.

16:02            The tools of a Cement Mason/Plasterer or Apprentice starting on a job shall be in good conditions and must be kept so. This may be done during working hours.

16:03            The Cement Mason agrees to supply as a minimum the following list of tools:

- Brush
- Chisel
- Edger
- Floats, Hand (wood, metal and rubber)
- Hammer, Chipping
- Hammer, 3 lb
- Jointer
- Tape Measure, 25'x1"
- Trowels, 12" and 14"
- Trowel, Pointing
- Appropriate Tool Box

16:04            The Plasterer agrees to supply as a minimum the following list of tools:

- Brush, Wash
- Cutters, End and Side
- Float
- Hammer
- Hawk
- Tape Measure, 25'x1"
- Tool Belt
- Trowels, (2)
- Trowel, Margin
- Appropriate Tool Box

16:05            Generally speaking the Employer will provide all power tools and any hand tools of a specialized nature that a tradesman would not normally carry in his tools box. Cement Mason/Plasters will take to work everyday the common hand tools of the trade. The Employer will exchange tradesmen's tools worn-out on the job with similar new tools.

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16:06 Plasterers and Cement Masons will consider it a matter of personal responsibility and trade pride to carry an adequately stocked tool box of serviceable tools. Failure to do so shall empower the Employee to deny work to any Employee without compensation until the Employee shows up at work with the appropriate tools.

16:07 Probationary Apprentices are encouraged, but not required, to carry a tool box to work.

## **ARTICLE 17:00 SAFETY AND PRODUCTIVITY**

### **17:01 Safety**

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

### **17:02 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.

All workers being dispatched to the Employer must have obtained certification in Part 1 and Part 2.

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

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.

17:03 Smoking is prohibited on all job sites except in locations specifically permitted by the project owner or the Employer and only within the lunch period and two (2) ten (10) minute rest breaks.

17:04 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 such safety programs including W.H.M.I.S. Documentation of any previous training shall be provided by the Employee upon request by the Employer.

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17:05 It is understood and agreed that the Employers and employees shall at all time comply with the Accident Prevention Regulations and pursuant to the current Occupational Health and Safety Act, and any refusal on the part of the worker to work or to continue to work in contravention of such regulation shall not be deemed to be breach of this Agreement.

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

17:06 An Employee who is injured while working for the Employer and who is sent home because of such injury shall receive pay up to the end of the shift in which he was injured. The Steward will be allowed time to 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.

17:07 **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.

17:08 **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.

17:09 **Productivity**

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

17:10 It is agreed that productivity and quality of work is one of the objectives of the Parties of this Agreement.

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**ARTICLE 18:00 TRANSPORTATION EXPENSES**

Effective November 14, 2010 the transportation expense shall be the vehicle allowance rate published by Canada Revenue Agency for the maximum rate (generally for the first 5,000 km). The transportation expense shall be adjusted as the CRA rate changes and become effective on the same date as the next wage adjustments.

**18:01 Local Residents**

- (a) Local residents shall not be entitled to initial, terminal or rotational transportation.
- (b) Local residents living beyond thirty (30) kilometres of the project shall be paid fifty-two cents (\$0.52) per road kilometre effective November 14, 2010, from their residence to the edge of the free zone and return for every day the Employee works or reports to work. If called to return to work during the same twenty four (24) hours, shall receive same payment as above.

**18:02 Free Zone**

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

**18:03 Daily Transportation**

When an Employee is required to supply his/her own transportation beyond the City Limits of Regina or Saskatoon, each Employee shall be paid a transportation expense of fifty-two cents (\$0.52) per road kilometre effective November 14, 2010. 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.

**18:04 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-two cents (\$0.52) per road kilometre effective November 14, 2010, 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.

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Daily transportation expense to and from the project will not be paid if suitable commercial accommodation is available within the thirty (30) road kilometre Free Zone.

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.

**18:05 Initial and Terminal Transportation**

On projects where accommodation is supplied or paid for, each Employee shall be paid a transportation expense of fifty-two cents (\$0.52) per road kilometre effective November 14, 2010 to the project site from the dispatch point. For an Employee to qualify for initial transportation expense, the Employee must remain fifteen (15) calendar days or until lay off (whichever comes first). An Employee remaining thirty (30) calendar days, or in the event of a lay-off, shall have his/her return transportation expense paid to the dispatch point. In any event, an Employee who quits his/her employment shall not be paid terminal transportation expense. The thirty (30) road kilometre Free Zone does not apply to initial and terminal transportation.

**18:06 Rotational Transportation**

Should the project be more than forty five (45) 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 expenses at the rate of fifty-two cents (\$0.52) per road kilometre effective November 14, 2010 every forty five (45) calendar days, including the first forty five (45) calendar days. The thirty (30) road kilometre Free zone does not apply to rotational travel.

**18:07** When an Employer is providing and the Employee has chosen to accept, initial, terminal and rotational transportation, each Employee shall be paid an allowance equal to his/her straight time rate for actual travel time and no transportation expenses will be paid. All equipment used to transport workers must be suitable and acceptable to trades utilizing such transportation.

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19:04      **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 transportation allowance to sign a Canada Customs and Revenue Agency TD4 (2010) Declaration of Exemption Form, or its equivalent, declaring that they qualify for and have incurred expenses for transportation in the amount of the allowance.

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

Notwithstanding the above, persons working the four ten (10) hour day work week and who work the four days shall be paid five (5) days subsistence allowance with appropriate receipt for proof of accommodation. However, if additional days are worked within the same week the subsistence allowance will revert to the per day worked basis and the five (5) day subsistence for the four (4) days worked will not apply.

- (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.

19:05      **Subsistence Allowance**

- (a) The daily subsistence allowance per calendar day worked shall be as follows:

Effective Nov 14, 2010	one hundred and fifteen dollars (\$115.00)
Effective May 1, 2011	one hundred and twenty dollars (\$120.00)
Effective April 29, 2012	one hundred and twenty five dollars (\$125.00)
Effective April 28, 2013	one hundred and thirty dollars (\$130.00)

- (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.
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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 "E" to this agreement. Upon a specific request by the Union, the Employer shall forward a copy of an employee's approved Leave of Absence form. It is not intended that such forms be requested by the Union for all employees.

**ARTICLE            20:00                            BUILDING TRADES PER CAPITA  
DEDUCTION**

20:01            The Employer agrees to deduct from each Employee covered by the terms of this Agreement, five cents (\$0.05) per hour for each hour worked by the Employee. Such deduction(s) to be remitted not later than the fifteenth (15th) day of the following month and made payable to the local Union. The Local Union shall forward said monies to the Saskatchewan Provincial Building and Construction Trades Council (SPB & CTC) at 1111 Osler Street, Regina, Saskatchewan, S4R 8R4. The Local Union is to receive a list showing the amounts and list of names from whom such deductions were made.

**ARTICLE            21:00                            CONTRACT ADMINISTRATION AND  
INDUSTRY DEVELOPMENT FEES**

21:01            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.

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21:02 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)
(c)	CODC fund	<u>\$0.03/hour</u>	(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.

21:03 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.

21:04 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.

21:05 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 their 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 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.

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**ARTICLE            22:00                            ENABLING AGREEMENT TERMS  
AND PROCEDURES**

22:01                            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 of Appendix B.

**ARTICLE            23:00                            DURATION OF AGREEMENT**

23:01                            The Agreement shall be effective from November 14, 2010 and shall remain in full force and effect until midnight, April 30, 2014, 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 terminate the Agreement or to negotiate a revision thereof 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 of the conclusion of a new Agreement.

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**Saskatchewan Provincial Cement Mason/  
Plasterer Agreement - Industrial  
2010 - 2014**

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EACH OF THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AND CAUSED IT TO BE SIGNED BY ITS DULY AUTHORIZED REPRESENTATIVE(S) AS OF THIS 14<sup>th</sup>, DAY OF November, 2010.

SIGNED ON BEHALF OF:

OPERATIVE PLASTERERS AND CEMENT MASONS  
INTERNATIONAL ASSOCIATION OF THE UNITED  
STATES AND CANADA LOCAL 222

\_\_\_\_\_  
Richard Wassill  
Business Manager

\_\_\_\_\_  
Ed Arko  
President

SIGNED ON BEHALF OF:

CLR CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF SASKATCHEWAN INC.

\_\_\_\_\_  
Larry Hesje  
Trade Division Chairperson

\_\_\_\_\_  
Sid Matthews  
CLR Presidednt

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## 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 Operative Plasterers and Cement Masons International Association of the United States and Canada Local 222.

2. **Classification and Wage Rates**

	Nov 14, 2010	May 1, 2011	Apr 29, 2012	Apr 28, 2013
Journeyman				
Hourly Wage Rate	33.42	34.33	35.54	\$36.65
Statutory Holiday 4%	1.50	1.54	1.60	1.65
Vacation Pay 6%	2.10	2.16	2.23	2.30
Health & Welfare	1.25	1.25	1.25	1.40
Pension Trust Fund	4.50	5.00	5.00	5.00
Training Trust Fund	0.25	0.25	0.25	0.25
<b>Total Package</b>	<b><u>\$43.02</u></b>	<b><u>\$44.53</u></b>	<b><u>\$45.87</u></b>	<b><u>\$47.25</u></b>

Foreman: 110% of Journeyman rate.

Foreman: 112% of Journeyman rate for Foremen who have completed taking the CODC Better SuperVision Course or equivalent.

3. **Payment and Advancement of Apprentices**

Pay increments for apprentices will be made on the basis of a combination of hours worked and successful schooling such that the attained schooling level is no greater than one (1) year behind the scheduled hours for the increment. As an example, before an apprentice receives the 90% pay he must have completed all of the 1<sup>st</sup> level of schooling.

An apprentice who does not attend schooling when scheduled through no fault of his own may apply to the Joint Labour Management Committee for consideration of an adjusted pay rate.

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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 one Apprentice. Probationary Apprentices shall be indentured within 30 days of completing 1000 hours of work in the trade. The minimum wage rate for Cement Mason/Plasterer Apprentices shall be the percentage of Journeyman's wage as stated below:

**Probationary Apprentices:**

0000 - 1000 hours                      50%

**Indentured Apprentices:**

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

**4. Health & Welfare Trust Fund**

The Employer agrees to contribute to said Fund at the rate of one dollar and twenty-five cents (\$1.25) per hour for each hour of work performed by each of its Employees covered by this Agreement. Effective April 28, 2013 the contribution shall be one dollar and forty cents (\$1.40). Such contributions shall be made payable and remitted to the OPCMIA Health & Welfare Plan of Alberta, #42 - 4004 - 97 Street, Edmonton, AB, T6E 6N1, by the 15th of the month following the month of which such contributions are payable.

**5. Pension Trust Fund**

(a) The Employer acknowledges the OPCMIA Pension Plan of Alberta as established by Trust Agreement dated the 20<sup>th</sup> of December A.D. 1977.

Effective November 14, 2010, each Employer subject to this Agreement shall contribute four dollars and fifty cents (\$4.50) per hour for all hours earned by each Employee covered by this Agreement. Effective May 1, 2011, the contribution shall be five dollars (\$5.00).

Where an Employee works overtime, the contribution shall be one and one-half times (1.5x) or two times (2x) the aforementioned rate, in accordance with the overtime provisions in this Agreement.

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Contributions to the Pension Trust Fund shall not exceed eighteen percent (18%) of an Employee's gross wages. Contributions will be made on the basis of full and half hours, and all such contributions shall be payable and remitted to the OPCMIA Pension Plan of Alberta,, #42 - 4004 - 97 Street, Edmonton, AB, T6E 6N1, by the 15<sup>th</sup> of the month following the month of which such contributions are payable.

Contributions to the OPCMIA Pension Plan of Alberta on behalf of an Indentured Apprentice shall be calculated on the basis of the same percentage of the Journeyman rate as in 3. above.

There is no Pension Trust Fund contribution on behalf of a Probationary Apprentice.

**6. Training Trust Fund**

The Employer agrees to contribute to said Fund at the rate of twenty-five cents (\$0.25) per hour for each hour of work performed by each of its Employees covered by this Agreement. Such contributions shall be remitted to Cement Mason/Plasterer Training Trust, , #42 - 4004 - 97 Street, Edmonton, AB, T6E 6N1, by the 15<sup>th</sup> of the month following the month of which such contributions are payable.

**7. Employee Family Assistance Plan**

The CODC PRO Care Plan is an industry-funded employee and family assistance plan for employees and their eligible family members according to the participation of sponsoring organizations and employers as well as Plan eligibility rules.

Employees must be enrolled in the Plan by their employer to become eligible for Plan benefits, subject to the Plan eligibility rules. An individual employee cannot self-enroll in the Plan.

**Remittances and Reports**

- i) Employers are required to remit the Contract Administration and Industry Development fees and the monthly **CODC Employer Report Form** to CODC by the 15<sup>th</sup> of the month following the month in which the hours were worked.
-

- ii) Employers must also submit the monthly Employee Data Report to the PRO Care Plan by the 15<sup>th</sup> of the month following to facilitate the confidential determination of eligibility by Human Solutions. There are three ways to submit this data:
- Entering the data directly on the CODC website: [www.codc.ca/procare](http://www.codc.ca/procare)  
OR
  - Uploading an excel spreadsheet in the required format to the website (a sample spreadsheet can be downloaded from the website)  
OR
  - Forwarding an Excel spreadsheet in the required format **electronically** to [procare@sasktel.net](mailto:procare@sasktel.net). Hard copies of data will not be accepted.
-

## **APPENDIX "B"**

### **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.
-

**Saskatchewan Provincial Cement Mason/  
Plasterer Agreement - Industrial  
Appendix "B"  
2010 - 2014**

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- (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.
    - (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.
-

# PRE-ENABLING CLAUSE INFORMATION SHEET

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

TO: <u>OPCMIA Local 222</u> _____ _____	Telephone:    _____ Facsimile:    _____
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 Cement Mason/Plasterer 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 "C"

## 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 "D"

## 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

(In the case of "Dismissal", the Employer shall forward a copy of an Employee's Termination Record to the Union)

# APPENDIX "E"

## 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LEAVE APPROVED: YES \_\_\_\_\_ NO \_\_\_\_\_

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

SUBSISTENCE APPROVED: YES \_\_\_\_\_ NO \_\_\_\_\_

REASON FOR 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. Upon a specific request by the Union, the Employer shall forward a copy of an Employee's approved Leave of Absence form. It is not intended that such forms be requested by the Union for all Employees.



# LETTER OF UNDERSTANDING

FOR INDUSTRIAL CONSTRUCTION IN THE  
PROVINCE OF SASKATCHEWAN

**BETWEEN:**

**EACH OF THE UNIONIZED EMPLOYERS IN THE CEMENT MASON/PLASTERER  
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 OPERATIVE PLASTERS AND CEMENT MASONS INTERNATIONAL  
ASSOCIATION OF THE UNITED STATES AND CANADA LOCAL 222;**

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

**RE: MARKET RETENTION AND EXPANSION**

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WHEREAS the Parties to the Provincial Cement Masons' Agreement (for Industrial Construction) in the Province of Saskatchewan (the "Agreement") fully support actions to retain and expand the market share of the Cement Masons' 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 23:00 of the Agreement.

Signed this 14th day of November, 2010.

**For the Union**

**For the Employer**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_