

PROVINCIAL ELECTRICAL AGREEMENT

BETWEEN:

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

(Hereinafter referred to as the "Employer")

- AND -

**LOCAL UNIONS 529 & 2038 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,**

(Hereinafter referred to as the "Union")

Any reference to the masculine gender within this Agreement shall be deemed to apply equally to the feminine gender.

**Effective May 29, 2005
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.

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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.
- EMPLOYEE** - means anyone employed under the terms of this
Agreement.
- EMPLOYER** - means one who carries on a business of Electrical
Contracting work, pays a business tax, and holds a
Saskatchewan Electrical Contractor's License and is
bound by the terms of this Collective Agreement.
- IBEW** - means the International Brotherhood of Electrical
Workers Local Union 529 and/or 2038.
- INDUSTRIAL
CONSTRUCTION** - Industrial work shall be all electrical work in
industrial construction as described below that is within
the jurisdiction of the Union of this Agreement.
Industrial construction shall mean construction work in
respect of:
- Electrical Power Generation
 - 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
 - Cement, Lime and Gypsum Plants
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- In addition, industrial work shall include such work as may reasonably be considered as industrial construction as is mutually agreed by the Joint Conference Committee to be applicable to this Agreement effective on the date of the changes by the parties to this Agreement.

KM

- means kilometre by road (not radius).

LOCAL RESIDENT

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

LOCAL UNION OR

UNION

- means the IBEW Local Union 529, Unit #1 and Unit #2, and/or Local Union 2038.

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
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ARTICLE 1:00 OBJECTS AND SCOPE

1:01 The general purpose of this agreement is to establish mutually satisfactory relations between the Employer and its Employees and to provide for the prompt and equitable disposition of grievance without stoppage of work, 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 The employer recognizes the Union as the sole collective bargaining agency for all Foremen, Journeymen Electricians, Apprentices and Electrical workers employed by the Employer in the Province of Saskatchewan in accordance with the geographic jurisdiction of the Local Unions in Schedule "A" as follows:

SCHEDULE "A"

IBEW Local Area	Jurisdiction
Local Union 529 - Unit #1 - Saskatoon	All electrical work lying South of latitude 53 degrees and North of latitude 51 degrees in the Province of Saskatchewan.
Local Union 529 - Unit #2 - Prince Albert	All electrical work lying North of latitude 53 degrees in the Province of Saskatchewan.
Local Union 2038 - Regina	All electrical work lying South of latitude 51 degrees in the Province of Saskatchewan.

Schedule "A" shall not be subject to collective bargaining.

- 1:03 (a) The Employer agrees that it will not cause or direct any lock-out of Employees during the term of this Agreement.
- (b) In view of the provisions of Article 14:00 hereof, during the lifetime of this Agreement, the Union agrees that there will be no strikes, slow-downs or picketing or any other similar act which will interfere with the regular schedule of work.

ARTICLE 2:00 EFFECTIVE DATES

2:01 This Agreement to be in full force and effect from May 29, 2005 to April 30, 2007. However, this Agreement may be amended in part or in whole by negotiations at any time by mutual consent of both Parties.

The Parties further agree that they may, by mutual consent, negotiate special conditions for special jobs during the life of this Agreement.

ARTICLE 3:00 UNION SECURITY

3:01 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 the members of the Union.

3:02 Upon the written request of any Employee, within the scope of this Agreement and upon the written request of the Union, the Employer agrees to deduct from wages due to any such Employees the Union Dues and Initiation Fees and Assessments, and submit all monies deducted along with a list of names from whom such deductions have been made to the person designated by the Union on or before the fifteenth (15th) day of each and every month for which the deduction has been made.

(Example: June dues are due by June 15th)

3:03 (a) The Employer shall hire only members of the Union in good standing through the appropriate Union Office in Regina or Saskatoon, whichever is applicable in accordance with Schedule "A", for all work. However, if the Union is unable to notify the Employer of its ability to supply qualified men within 48 hours of the Employer's request (Saturdays, Sundays and holidays excepted), the Employer may hire from any available source. In assessing whether an individual is "qualified", reasonable consideration shall be given to the Employer's job specifications and requirements. Qualified shall include First Aid with CPR and Leadership for Safety Excellence when required by the customer. All Employees shall obtain a clearance from the Union Office before starting on a job.

(b) **Hiring Procedures**

Industrial Work

(i) For the first ten (10) Employees only, for every one (1) Employee selected by the Employer from the Union's unemployed list, the Union shall send one (1) Employee as required.

NOTE: 3:03(b)(i) will not apply to any Employer who already has ten (10) or more Employees.

(ii) After the ninth (9th) Employee, the Employer may select every fourth (4th) Employee from the Union's unemployed list.

- (iii) The Employer may only select an Employee from the Union's unemployed list that had been previously employed by that Employer.

Jobs Other Than Industrial Work

For every one (1) Employee selected by the Employer from the Union's unemployed list, the Union shall send one (1) Employee, of the same general classification, as required.

- (c) On all jobs other than industrial projects outside city limits, the Union shall endeavour to supply Local Union members who have resided within sixteen (16) kilometres of the job for a period of six (6) months prior to the commencement of the job. As well, reasonable consideration will be given to local labour as may be requested in job specifications. Out-of-town expenses will not be paid to bonafide Local Union residents or local labour, but daily commuting allowance shall be paid where applicable.
 - (d) Notwithstanding the provisions of Article 1:03 of this Agreement, it will not be considered a violation of this Agreement for members of the Union to refuse to work with other Employees of the Employer employed on the job or project while working within the jurisdiction of the IBEW who are not in possession of a clearance issued by the Business Manager of the Union. There shall be prior discussion between the Employer and the Business Manager of the Union regarding the merits of each case before any action is taken.
 - (e) The Employer agrees to supply the Local Union with a list of all Employees working for his firm on work coming within the Local Union's jurisdictional area, upon written request.
- 3:04
- (a) Employers shall not accept on transfer nor transfer to other Employers any Employee without the Employee first receiving a clearance from the Union Office. No such clearance will be issued when there are unemployed members seeking work in the local.
 - (b) If a Superintendent or other Employer Representative will not be required, the Employer may utilize one (1) Foreman to enter the geographic boundaries of Local Unions 529 and 2038 to facilitate the administration of work within the Province of Saskatchewan. Before this situation occurs, the Employer must consult the Business Manager of the Local Union in which the work is being proposed. Any dispute arising from this clause shall be referred to the Joint Conference Committee.
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- 3:05 (a) The Local Union Business Manager may appoint Steward(s) at any shop or job where workers are employed under the terms of this Agreement. The name(s) of the Steward(s) will be given to the Employer by phone or fax or in writing. The Employer must notify the Union when discharging a Steward. The Business Manager will notify the Employer as to the name(s) of his representative(s). The Steward will be allowed reasonable time to perform his duties.
- (b) Stewards shall be recognized on all jobs and shall not be discriminated against. The Local Union Business Manager and/or his representatives shall have access to all jobs for inspection and safety of its members, after checking with the Electrical Management or Job Representative who, in turn, will endeavour to arrange his clearance with the Prime Contractor Management if necessary.
- (c) The Job Steward shall be given as much advance notice as possible prior to men working any overtime, and if he has not been selected to work the overtime, he shall appoint a temporary Steward from among the men selected to work the overtime.
- (d) On projects requiring more than five (5) men, the Steward shall be given reasonable preference in layoffs. If the Steward is to be terminated before the crew has been reduced to five (5) or less men, prior discussions shall be held between the Employer and the Union Business Manager.
- 3:06 (a) Local Unions 529 & 2038 are part of the International Brotherhood of Electrical Workers, and violation or annulment of working rules or agreement of any other Local Union of the IBEW, or the subletting and/or prefabricating of any work normally performed by the Employees covered in this Agreement, to any person, firm or corporation not fair to the IBEW, or the employment of other than IBEW members on any electrical work in the jurisdiction of this or any other such Local Union by the Employer, will be a violation of this Agreement.
- (b) Work as referred to in (a) above shall be performed by members of Local Union 529 Unit 1 or Unit 2, or Local Union 2038, whichever is applicable, under the terms of this Agreement.
- 3:07 The Union reserves the right to discipline its members for violation of its laws and agreements. The Union, at the Employer's request, will investigate alleged violations.
- 3:08 A Journeyman or an Apprentice shall only accept orders and lay-outs from his immediate superior. Journeymen in charge to accept lay-outs from customer's representative or persons as designated by his Employer.
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- 3:09 (a) When layoffs become necessary, the Union Office shall be notified as much in advance as possible of such layoffs.
- (b) When an Employee is laid off or discharged, he shall be given one (1) hour with pay to gather tools and personal belongings. He shall be given a termination slip stating the reasons.
- (c) Notice of layoff or discharge shall be given in accordance with the Labour Standards Act of Saskatchewan.
- 3:10 (a) Reduction in Crew(s)
- Should it be necessary to reduce the working force on the job, the Employer agrees to lay off or terminate their Employees in the following sequence, based on qualifications, ability and classification:
- | | | |
|-----|---|---|
| 1st | - | Potential Members |
| 2nd | - | Members of other Locals of the IBEW |
| 3rd | - | Members of Local Union 529 and 2038, whichever is applicable in accordance with Schedule "A". |
- (Except in the case of Local Union 529, it is understood that for projects located between the 51st and 53rd parallels, that Unit 2, Prince Albert members would be laid off ahead of Unit 1, Saskatoon members, and that for projects located North of the 53rd parallel that members of Unit 1, Saskatoon would be laid off ahead of Unit 2, Prince Albert members.)
- (b) The Employer agrees to employ men over fifty (50) years of age or members with a physical disability on work which suits their physical ability.
- 3:11 An Employee may be subject to dismissal if, without the consent of his Employer, he engages in any electrical work not for his Employer, except his own personal work on his own premises.
- 3:12 (a) In case of layoff, the Employee's wages shall be paid in full or straight time rate of pay shall be continued, on the basis of eight (8) hours out of each twenty-four (24) hour period or portion thereof, until the Employee's wages have been paid. Where the Employer is supplying accommodation and board or subsistence, it shall be continued until the foregoing terms of this section are fulfilled. However, where an Employee, for reasons beyond the control of the Employer, is, at the time fixed for payment of the Employee's wages, absent from the place where his wages are payable and alterations to his pay amount must be made, his wages shall be sent forthwith by Registered Mail to his last known address. The Employee's Record of Employment Form shall be given to the Employee upon layoff. If this is not done it shall be mailed forthwith by Registered Mail to the Employee's last known address.
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- (b) For termination of employment other than layoff as provided in paragraph (a) hereof, pay cheque, Record of Employment form and cheque for Holiday Pay shall be given all Employees, upon termination by the Employer within forty-eight (48) hours, excluding Saturday, Sunday and Statutory Holidays. However, where an Employee, for reasons beyond the control of the Employer, is at the time fixed for payment of Employee's wages, absent from the place where his wages are payable, his wages shall be sent forthwith by Registered Mail to his last known address.
 - (c) After the required forty-eight (48) hours referred to in (b) the Employer shall pay the Employee at straight time rate of pay on the basis of eight (8) hours in twenty-four (24) or portion thereafter excluding Saturdays, Sundays, and Statutory Holidays, that the Employee is kept waiting to receive the Record of Employment Form and/or pay cheque. If the payment is not received or mailed in accordance with (b) above within the required time and where the Employer is supplying accommodation and board or subsistence, it shall be continued until the terms of this section are fulfilled. When the Employee terminates his employment, the foregoing shall only apply after the expiry of the forty-eight (48) hour period.

3:13 Employees serving on the Joint Conference Committee and Joint Apprenticeship Training Committee or as Trustees of the various funds covered by this Agreement, shall be allowed time off, without pay from the Employer, to conduct business arising therefrom.

ARTICLE 4:00 CLASSIFICATIONS

4:01 For the purpose of this Agreement the following classifications shall apply:

- (a) JOURNEYMAN - Means a Journeyman Electrician who holds a Saskatchewan Electrical Journeyman's License or Journeyman Instrument Mechanic.
- (b) FOREMAN AND GENERAL FOREMAN - shall be members of Local Union 529, Unit 1 or Unit 2, or Local Union 2038, whichever is applicable, in accordance with Schedule "A", when available, and shall be appointed to supervise the work according to the following schedule:

Foreman shall be appointed to supervise the work on a job after four (4) or more men are employed for more than two (2) days. No foreman shall be in charge of more than ten (10) men. It is understood that the Employer may vary the size of a crew(s) beyond the maximum allowed under unusual circumstances provided that the Business Manager of the Union agrees. It is further understood that in no case will the number of men exceed the total number of men allowed on the job in accordance with the foreman, men, crew size ratios.

- (ie) Two Foremen.....Twenty men
Three Foremen.....Thirty men

General Foreman - When a job requires thirty (30) men, including Foremen, a General Foreman shall be appointed. A second General Foreman shall be appointed when the job requires forty-five (45) men and a third General Foreman when the job requires ninety (90) men, after which a General Foreman shall be appointed for each additional thirty (30) men.

All Foremen - (any classification) shall be Journeymen and shall hold a current Saskatchewan Journeyman Electrician's License. Foremen may, but shall not be required to, work with the tools.

- (c) APPRENTICE - Means any worker in the electrical trade who is indentured under the Apprenticeship Act of the Province of Saskatchewan and is defined therein, or any Employee performing electrical or instrumentation work who is not a Journeyman and who has not entered into an apprenticeship contract.
- (d) An Employee recognized by the Union as a Journeyman but not holding a Saskatchewan Journeyman Electrician's License will write for said license at the first examination held in the locality. During the interim period, such Employees shall be paid the Journeyman's wage rate set forth in Appendix "A". Failure to qualify for a Saskatchewan Journeyman Electrician's License will cause such Employee to be reclassified as a Fourth Year Apprentice and be paid the wage set forth in Appendix "A".

**ARTICLE 5:00 HOURS OF WORK, OVERTIME,
SHOW UP TIME, CALL OUTS, SHIFTS
AND REST BREAKS**

5:01 Hours of Work

The regular work day may be shifted by mutual consent of the Parties signatory hereto. Forty (40) hours shall constitute a regular work week. The work week for payroll purposes shall end at Saturday midnight.

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

Eight (8) hours shall constitute a regular work day, commencing at 8:00 a.m. and continuing to not later than 5:00 p.m. Monday through Friday. Regular hours shall be continuous except for a lunch period of up to one (1) hour which shall be observed between 12:00 noon and 1:00 p.m. However, on camp jobs where kitchen facilities may necessitate, it is understood that by mutual consent of the Parties signatory hereto, the lunch period may be observed between 11:00 a.m. and 1:00 p.m. Should an Employee be requested to work during his regular lunch period, he shall be paid overtime rates for such work and be allowed an alternate lunch period of up to one (1) hour with no pay.

(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 foregoing starting and quitting times may be changed to suit the job requirements or conditions by mutual agreement between the Employer and the Union. In the event the foregoing starting and quitting times are changed without mutual agreement, applicable overtime rates shall be paid for any time worked before or after the regular hours as set out above as a result of the change of times.
- (iv) In the event a four (4) day work week is being worked, the regular work week in which a Statutory Holiday is observed shall be three (3) days at ten (10) hours per day.

5:02 **Overtime**

All time worked prior to or after the regular day's work as set out in 5:01 (a) of this Agreement Monday to Friday shall be considered overtime.

When an Employee works overtime and a rest break of at least eight (8) hours does not occur before he reports for his next regular shift, all hours worked thereafter shall be worked at the applicable overtime rate until an eight (8) hour rest break occurs.

However, the Employee may be required to take the eight (8) hour rest break, but if the rest break extends beyond the regular starting time, such Employee shall be paid for the regular time lost at the applicable rate of pay and shall be offered work for the balance of the regular shift. Travel time shall be considered as time worked.

This clause shall not apply to call outs of four (4) hours or less.

Overtime work shall be on a voluntary basis and each Employee has the right to refuse such overtime unless the work involves safety of life or property. However, if an Employee has agreed to and has been scheduled to work overtime, he cannot withdraw this agreement without good and sufficient reason.

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

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

5:03 **Show Up Time**

- (a) A minimum guarantee of two (2) hours pay at the applicable rate shall be paid any Employee who shows up for work and cannot be employed that day due to inclement weather or other conditions beyond his control. When the conditions set forth in this Clause occur on an overtime day, or on shift work, the premium rate shall be paid.
- (b) The Employer shall advise the Employee prior to the end of the day when the Employee is not required for work the next day. However the Employer, in cases of inclement weather, may advise the Employee a minimum of one (1) hour before regular starting time not to report for work. Should this be done, the Employee is not entitled to be paid reporting time, however, normal subsistence shall be paid where applicable.
- (c) Employees who report for work and for whom work is provided shall receive a minimum of four (4) hours pay at the applicable rate. However, provisions of this Clause shall not apply to call outs as outlined in Article 5:04 of this Agreement and/or an Employee who voluntarily leaves the job of his own accord.

5:04 **Call Outs**

- (a) Employees called out for duty after their normal hours of work shall be paid at the overtime rate for a minimum of one (1) hour on Domestic, Residential or Commercial calls where the service capacity to the specific establishment does not exceed 400 amps. Any establishment over that capacity shall be a minimum of two (2) hours. The time involved shall include traveling time to and from the job. Notwithstanding the above, the minimum payment shall be in accordance with Minimum Wage Board Orders.
- (b) Transportation for call-outs shall be supplied or paid for by the Employer.

5:05 **Shifts**

- (a) When conditions on a particular job require that work cannot be done during the regular hours as set forth in Article 5:01, then shift work may be instituted. Shift work must consist of three (3) or more consecutive working days, with all or part of the shift to be outside of the regular hours. All shift work performed on overtime days shall be paid at overtime rates.
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- (b) Employees assigned to a project or plant requiring continuous operation for seven (7) days per week, will be given two (2) consecutive days off in lieu of Saturday and Sunday and time worked on days off shall be at premium pay according to this Agreement. All shift work performed on Statutory Holidays shall be paid as follows:

The Employee's regular rate of pay plus the shift differential plus the Employee's regular rate of pay: (time and differential and time). For continuous operation shift work the lunch period shall be considered as time worked. Shift schedules will be posted in a mutually agreeable place prior to implementation.

- (c) Employees going on shift work shall be given twenty-four (24) hours notice, which shall include an eight (8) hour rest break, otherwise the Employee shall be paid at the overtime rate until he has had an eight (8) hour rest break.
- (d) Shift work shall be paid at the rate of time plus seventeen percent (17%) of Employee's regular rate of pay, and eight (8) continuous hours except for the lunch period, shall constitute a shift day.
- (e) All time worked outside of an eight (8) hour shift shall be paid as per Article 5:02 plus seventeen percent (17%) of the Employee's regular rate of pay.

5:06

Rest Breaks

- (a) Two work breaks shall be allowed each day during normal working hours or shifts. If overtime is to follow the regular work shift, a work break shall be allowed before commencing overtime. Ten (10) minutes shall constitute a work break and the men shall not abuse this privilege. Employees shall not leave the jobsite.
- (b) The work break for a regularly scheduled ten (10) hour work day will be extended to two (2) fifteen (15) minute work breaks.
- (c) Where an Employee is requested to work overtime beyond the supper hour of 6:30 p.m. on a five (5) day work week schedule, or two (2) hours after the shift ending, the Employer shall provide an adequate hot meal, at no cost to the Employee. The Employee shall be allowed one-half (½) hour to eat the meal with no loss in pay. Any time in excess of one half (½) hour to obtain the meal and return to the job, shall be considered as time worked and paid for at the overtime rate. The same shall be provided thereafter at four (4) hour intervals until completion of the overtime period. The cost of the meal(s) shall not be deducted from or included in subsistence allowance. In addition there shall be a paid work break allowed at a midway point between the meal period(s).
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ARTICLE 6:00 STATUTORY/RECOGNIZED HOLIDAYS

6:01 The Employer agrees to pay for the following legal and recognized holidays and any other day declared as such by the Federal and/or Provincial Governments:

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

The holidays listed above will be paid for at the rate of four percent (4%) of the gross wages earned by the Employee in each calendar year, and shall be paid weekly or on the Employees termination date, whichever occurs sooner.

6:02 No work shall be performed on Labour Day, except where safety of life or property make it necessary.

6:03 When a specified holiday falls on Saturday or Sunday, the following Monday will be observed. However, when Christmas falls on Saturday or Sunday, the following Monday shall be observed, and the following Tuesday shall be observed as Boxing Day.

ARTICLE 7:00 ANNUAL VACATION

7:01 (a) Each Employee shall be entitled to three (3) weeks annual vacation. Vacation pay shall be based on six percent (6%) of Employee's gross earnings and shall be paid weekly or upon termination of employment whichever occurs sooner.

In accordance with the current Saskatchewan Labour Standards Act, an Employee is entitled to an annual vacation of four weeks after the completion of ten years of continuous employment with one employer. Four weeks annual vacation pay shall accrue at eight per cent (8%) calculated of gross earnings and shall be paid weekly.

(b) When requested by the Employee, holidays shall be granted during the period of May 1st to September 30th or by mutual consent, provided the Employee is entitled to such holidays.

ARTICLE 8:00 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.

8:01 All transportation expenses and subsistence allowances shall be itemized and paid by separate cheque. Payment is to be made on the Employee's regular pay day in accordance with the provisions of Article 16:00.

8:02 **Free Zone**

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

8:03 **Daily Transportation**

When an Employee is required to supply his/her own transportation beyond the City Limits of Regina, Saskatoon, or Prince Albert, each Employee shall be paid a transportation expense of forty-eight cents (\$0.48) per road kilometre effective October 21, 2001. The transportation expense is to be calculated from the City Hall in Regina, Saskatoon, or Prince Albert to the boundary of the project Free Zone and return daily. When an Employer is providing transportation, each Employee shall be paid an allowance equal to his/her straight time rate for the actual travel time.

8:04 **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 forty-eight cents (\$0.48) per road kilometre effective October 21, 2001 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 the Union.

Employer supplied transportation may be an Employer's truck, car or van, containing properly installed regulation size seats and seat belts with proper windows and ventilation. All vehicles shall contain adequate heaters so as to ensure comfort in cold weather, it is further understood that in no case will more than three (3) persons be transported in a two (2) door truck and no more than five (5) persons in each four door truck.

When the Employees are traveling in an Employer's service vehicle, all occupants shall be paid at applicable rates and shall be considered working.

8:05 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 effective October 21, 2001 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.

Employees on Worker's Compensation or who are seriously ill shall receive return fare and expenses to the point of hire. When an Employee is able to return to work, the Employer shall pay transportation expense in accordance with the appropriate Article of the Agreement, to the jobsite. The Employer may require a medical certificate.

8:06 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 effective October 21, 2001 every thirty (30) calendar days, including the first thirty (30) calendar days. The thirty (30) road kilometre Free Zone does not apply to rotational transportation.

On all jobs North of 56^o parallel or not accessible by an all season road, the time limit specified above shall be changed to read twenty-one (21) calendar days.

8:07 When the transportation supplied by the Employer is by plane, each Employee shall be paid a transportation allowance equal to his straight time rate for the actual travel time plus one-half (½) hour boarding time.

**ARTICLE 9:00 CAMPS/ COMMERCIAL
ACCOMMODATION/ SUBSISTENCE**

9:01 On out of town projects where Employees do not commute daily from the cities of Regina, Saskatoon or Prince Albert for members of Local 529 Unit #2, 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.

9:02 **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.

9:03 **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.

All transportation expenses and subsistence allowances shall be itemized and paid by separate cheque. Payment is to be made on the Employee's regular pay day in accordance with the provisions of Article 16:00.

- (a) All Employees shall, on request, be advanced a sum of not less than one (1) week of subsistence allowance before leaving for out-of-town work. The one (1) week of subsistence allowance advanced shall be continued until such time as the Employee is no longer engaged on said out-of-town work.
 - (b) All Employees leaving for out-of town work will be paid subsistence for the day they were traveling to the job, providing they commence work at the regular starting time on the following day.
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- (c) On projects beyond one hundred (100) road kilometres from the City Hall of Regina, Saskatoon, or Prince Albert for Members of Local 529, Unit #2, 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.

- (d) 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.

Subsistence allowance (\$100.00) will also be paid for recognized holidays which fall on the first or last day of the work week for which the Employer may request that the Employee provide an appropriate receipt.

- (e) If an Employee is laid off, he should be laid off so that he has time to travel home on the same day during regular working hours. If he is required to work and cannot travel home during regular working hours, he shall be paid subsistence allowance for the following day.

9:04

Subsistence Allowance

- (a) In all instances the subsistence allowance shall be one hundred dollars (\$100.00) per calendar day worked, effective May 29, 2005.

Where the Employer has agreed to pay the Subsistence Allowance and the Employee cannot obtain accommodation in the area for the specified allowance, the Employer, upon request from the Employee, shall pay the extra costs. Expense receipts may be required.

- (b) An Employee shall forfeit subsistence allowance for absenteeism or leaving work without written permission on any working day. When the Employee is absent or leaves work without written permission on the working day immediately preceding or following bad weather days or recognized holidays, he shall forfeit subsistence allowance for such absenteeism or leaving work without written permission and for the bad weather days or recognized holidays.
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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 bonafide illness or absence due to compassionate grounds, covering blood relations, satisfactory to the Employer and the Union. Blood relations shall be defined for the purpose of this Agreement to mean FATHER, MOTHER, SISTER, BROTHER, SPOUSE, AND CHILDREN of both the Employee and his Spouse. Forfeiture of subsistence allowance may also be waived in other cases if the reason for absenteeism is acceptable to the Employer.

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 10:00 SAFETY

10:01 The Employer shall make reasonable provisions for the safety and health of the Employees during the hours of their employment. Protective devices, such as hard hats complete with necessary liners, appropriate gloves, clear goggles, or tinted goggles or glasses, welding masks, gloves, and jackets where applicable, and any other equipment deemed necessary to properly protect Employees from injuries shall be provided by the Employer. Water-proof clothing shall also be supplied by the Employer where necessary. The Union agrees to support the Safety Program. The Employer and the Union recognize that they are bound by the Saskatchewan Occupational Health and Safety Act and its regulations.

10:02 Alcohol and drug Abuse Policy

The Union and the Employer recognize and support that this Agreement contains a Drug and Alcohol Abuse Statement and Policy as set out in Appendix "C" attached and forming part of this Agreement.

10:03 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.

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

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

10:04 All Company vehicles and jobsites shall be equipped with a complete first aid kit in compliance with the Occupational Health and Safety Regulations. All Company vehicles and/or electrical jobsite offices shall be supplied with suitable fire extinguishers.

10:05 When a workman is injured on the job and leaves the job for medical attention, he shall be paid for the time required to receive such attention, and if unable to return to the job because of the injury, he shall be paid for the full day, or the scheduled time, whichever is lesser, at the applicable rate, provided he supplies a medical certificate covering the period of absence. Such payments to be made at the applicable rates. The Employer will provide a verbal report to the Union on serious accidents if requested.

**ARTICLE 11:00 PRE-JOB AND MARK-UP CONFERENCES
(For Industrial Only),
JURISDICTION AND ASSIGNMENT
OF WORK**

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 Union 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.

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, or its successor.

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.

ARTICLE 12:00 JURISDICTIONAL ASSIGNMENT PLAN

12:01 Jurisdictional Disputes Resolution

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

ARTICLE 13:00 JOINT CONFERENCE COMMITTEES

- 13:01 (a) The object of this Agreement is to establish fair working conditions and regulations for both the Employer and the Union in the construction industry, and to maintain industrial harmony. In order that these objectives may be maintained and furthered, and that any differences that may arise between the Parties to this Agreement may be settled equitably and rapidly, and also to provide the means for better understanding and cooperation between the Parties, a Joint Conference Committee shall be formed.
- (b) The Joint Conference Committee shall consist of four (4) representatives of the Employers, two (2) from the jurisdiction of each Local Union, and two (2) alternates, and four (4) representatives of the Union, two (2) from each Local Union, and two (2) alternates. The Committee shall select a Chairman and a Secretary from the Committee, but not both from the same group.
- (c) The Joint Conference Committee shall hold regular meetings at least quarterly, or within forty-eight (48) hours when notice is given by either Party. All matters coming before the Joint Conference Committee shall be decided by a majority vote. Four (4) members of the Committee, two (2) from each of the Parties hereto, shall constitute a quorum for the transaction of business. At all meetings of the Board, Employer Trustees and Union Trustees shall each have one vote, but each Party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.
- (d) The Joint Conference Committee's duties shall be, but not limited to, attempting to settle trade disputes or grievances prior to arbitration procedures, to investigate and recommend methods to improve trade practices, efficiency and productivity and work for improvement of labour relations and the general betterment of the Industry.

ARTICLE 14:00 GRIEVANCE PROCEDURE

- 14:01 "Grievance" means any difference between the persons bound by this Agreement concerning interpretation, application, operation, or any alleged violation thereof; and "Party" means one of the Parties to this Agreement.
- 14:02 All grievances shall be finally and conclusively settled without stoppage of work in the manner following:
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- (a) Within three (3) working days of the circumstance giving rise to a grievance, an Employee shall first, either himself or accompanied by such person as he shall choose, discuss it with his Foreman, his Steward or with the Employer Management, and if they agree, their decision shall be brought to the attention of the Union and Management.
 - (b) Failing settlement within three (3) days of a grievance under Clause (a) or in the case of any other grievance, the particulars thereof shall be set out in writing by the Party resorting to this procedure and shall be delivered to the other Party and they shall forthwith confer upon the matter and if they agree, their decision shall be final. Such grievance or complaint must be submitted to the Employer or his representative within twenty (20) calendar days of the event causing the grievance or complaint failing which, it shall be deemed that there is no grievance or complaint. The Joint Conference Committee shall then meet to consider the grievance and attempt to resolve the matter with the Parties concerned.
 - (c) If the grievance is not concluded pursuant to Clause (b) within seven (7) days, or such longer time as the Parties agree to, then it shall be referred to an Arbitration Board of three (3) persons, as follows:
 - (i) The Party desiring arbitration shall appoint a member of the Board and shall notify the other Party of its appointment.
 - (ii) The Party receiving the notice shall, within five (5) days thereafter, appoint a member of the Board and notify the other Party of its appointment.
 - (iii) The two (2) Arbitrators shall confer to select a third person to be Chairman, and failing, for three (3) days from the appointment of the second of them, to agree upon a person willing to act, either of them may apply to the Honourable Minister of Labour of the Province of Saskatchewan to appoint such third member.
 - (iv) If either of the Parties fails to appoint its representative on the Arbitration Board within the required five (5) days, such action shall be deemed as acceptance of the other Party's position in the grievance except as otherwise specified.
 - (v) An Arbitration Board appointed under this Article shall have the authority to vary or eliminate any disciplinary action or penalty imposed on an Employee when, in the opinion of the Arbitration Board, an injustice has been done.
 - (vi) All time limits referred to in this grievance procedure are in calendar days, except as otherwise specified.
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(d) The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated and make its award within ten (10) days from the date of appointment of the Chairman, provided the time may be extended by the Agreement of the Parties.

(e) **Grievance by the Employer or the Union**

Either the Employer or the Union may institute a grievance under the terms of this Agreement, but must do so within twenty one (21) calendar days of the initial occurrence of the incident on which the complaint is based. If they fail to settle the same within ten (10) calendar days, or an extension of time mutually agreed upon, either of the parties may request that the matter be considered by the Joint Conference Committee. If the recommendation of the Joint Conference Committee is not accepted by both Parties, either Party may refer the matter for Arbitration as provided for under 14:02(c).

14:03 Each Party shall pay its own costs and expenses of Arbitration, remunerations and disbursements of its appointee to the Board and one-half (1/2) of the compensation and expenses of the Chairman and of stenographic and other expenses of the Arbitration Board.

ARTICLE 15:00 APPRENTICES

15:01 All Employees who are electrical Apprentices shall be subject to the provisions of the Apprenticeship and Tradesman's Qualifications Act and the appropriate regulation thereunder. Following six (6) months probationary period with the Employer, all Employees who are not Journeymen will be signed up as Indentured Apprentices. This excludes delivery personnel, warehouse personnel and office staff.

15:02 Any worker in the electrical trade other than a Journeyman Electrician shall work under the direct supervision of a Licensed Journeyman, as defined by the Electrical Inspection Act and/or Regulations.

15:03 (a) The ratio on industrial jobs and/or at shops where work is being performed for industrial jobs shall not be more than one (1) Apprentice in the electrical trade to three (3) working Journeymen.

(b) The ratio on commercial or residential jobs and/or at shops where work is being performed for commercial or residential jobs shall not be more than one (1) Apprentice in the electrical trade to one (1) working Journeyman.

(c) For every four (4) Apprentices employed by the Employer, one (1) shall be a fourth year, if available.

- 15:04 (a) Pay increments for all new apprentices indentured after January 15, 1999 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 3rd year (5th/6th months) pay he must have completed all of the 1st year schooling. Similarly, before an apprentice receives 4th year (7th/8th months) pay he must have completed all of the 2nd year schooling.
- (b) In the case of apprentices who were indentured prior to January 15, 1999 and who have not attained the level of schooling identified above, the appropriate Joint Apprenticeship and Training Committee will meet to consider the circumstances in each case and establish an appropriate pay rate.
- (c) An apprentice who does not attend schooling when scheduled through no fault of his own may apply to the appropriate Joint Apprenticeship and Training Committee for the same consideration as provided in 15:04(b) above.
- 15:05 The Employer shall give each Apprentice a completed "Verification of Trade Experience" form upon termination of his employment.
- 15:06 There shall be a Joint Apprenticeship and Training Committee for each Local Union consisting of three (3) members representing the Employers and three (3) members representing the Union. This committee shall establish standards governing the selection, qualifications, education and training of all Apprentices and/or training of Journeymen and others.
- 15:07 Members of the Joint Apprenticeship and Training Committee for each Local Union shall be selected by the Party they represent. Their term of office shall be three (3) years and any member shall be subject to removal for cause by the Party they represent. The term of one Employer and one Union representative is to expire each year with vacancies to be filled in the same manner as the original selections were made. A Committee member may succeed himself.
- The Committee shall select from its membership, but not both from the same group, a Chairman and Secretary who shall retain voting privileges. The Committee shall meet at least quarterly and be on call of the Chairman.
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ARTICLE 16:00 WAGE SCALES AND FRINGE BENEFITS

Preamble

Where the term cheque or cheques appears in this Agreement, it also means payment by electronic direct deposit. Wages shall be paid by cash or cheque, or electronic direct deposit into the Employee's bank accounts (no more than two (2) accounts) 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 direct deposits delivered to the jobsite or if requested mailed to the Employee's address on record.

16:01 **Wages**

- (a) During the term of this Agreement, the Employer and the Union agree that the minimum wages will be paid in accordance with the wage rates set forth in Appendix "A" hereto, which is hereby made a part of this Agreement.

On jobs North of the 56° parallel, or not accessible by an all season road, then each of the wage rates shall be increased by a figure equivalent to four percent (4%) of the hourly rate for a Journeyman.

The wage scales in Appendix "A" have taken the above into account.

Employees sent from the jurisdiction of Local Union 529, Unit 1 or Unit 2, or Local Union 2038 in accordance with Schedule "A" to any other IBEW Local's jurisdiction shall receive the wages and monetary fringe benefits of the appropriate Local Union 529 or 2038, whichever is applicable, unless wages and/or benefits are higher there, in which case the Employee will receive the highest of the two, but in no case both.

- (b) Wages shall be paid at a maximum of one (1) week pay periods at the jobsite during working hours. There shall be a maximum hold back of one (1) week. If wages are not paid at the jobsite suitable time shall be allowed for the Employee to pick up his wages. All cheques and cash shall include a statement of earnings and deductions for each Employee. Satisfactory arrangements shall be made to provide for cashing of wage cheques. All cheques to be made payable at face value.
- (i) The filling out and turning in of Time Sheets and/or the loading and unloading of all material (and all Employer tools, etc.) by the Employees shall be performed during working hours.
- (ii) An Employee carrying material to and from jobs shall be considered as working and shall be paid at the applicable rate.
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- (c) On jobs where workmen are required to work underground as pertaining to the mining industry or under compressed air, or in areas where injurious gases, dust or fumes are necessitating use of gas masks or respirator, they shall be paid a bonus of fifty (\$0.50) cents per hour or portion thereof.
- (d) On jobs where workmen are required to work at an elevation of sixty-five (65) feet or more above the ground, water or finished floor area; that is, on stacks, vessels, swing stages, open scaffolds, mine shafts and all free fall areas, they shall be paid one and one-half (1.5x) times the Employee's regular rate of pay. This does not include those work areas provided with platform and guard rails that form part of the permanent structure. When Employees are working overtime, the rate shall be the applicable overtime rate plus one-half (0.5x) times the Employees regular rate of pay.
- (e) Employees working underground shall be paid for eight (8) hours including the normal lunch period and the quitting time will be adjusted accordingly. Any time worked in excess of these eight (8) hours shall be considered overtime.

16:02

Fringe Benefits

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.

(a) Health and Welfare - Locals 529 & 2038

The Employers and the Union agree to maintain the Health and Welfare Plan for all Employees covered by this Agreement.

- (i) The Health & Welfare Fund Trustees appointed by the Union shall administer the Health & Welfare Fund for Local Union 529.
- (ii) The selection, implementation and administration of the International Brotherhood of Electrical Workers Local Union 2038 Health & Welfare Plan shall be the responsibility of a Joint board to be known as the International Brotherhood of Electrical Workers Local Union 2038 Health & Welfare Plan Trustees.

- (iii) The Chairman and Secretary of each of the Plan Board of Trustees shall be selected by the Trustees.
- (iv) The Employer shall contribute to this Plan on the basis of each hour earned by each Employee in the amount in accordance with Appendix "A" which forms part of this Agreement.
- (v) Where an Employee works overtime, the contribution shall be one and one half (1 ½) or two (2) times the aforementioned rate, in accordance with the overtime provisions of this Agreement. Contributions shall be made on the basis of full and/or half hours, and all contributions shall be remitted monthly on forms to be provided by the Plan. All contributions are to be remitted so as to be received on or before the fifteenth (15th) of the month following that for which such contributions are payable.
- (vi) In the case of failure of an Employer, subject to this Agreement, to contribute as prescribed in this Article and Appendix "A", the appropriate Plan Trustees shall be entitled to take the necessary legal action for the recovery of any amounts due to the Fund.

(b) Pension Plan - Locals 529 & 2038

The Employers and the Union agree to maintain the Pension Plan for all Employees covered by this Agreement.

- (i) The selection, implementation and administration of this Plan shall be the responsibility of a Joint Board to be known as the International Brotherhood of Electrical Workers Local Union 529 Pension Plan Trustees for Local Union 529 and International Brotherhood of Electrical Workers Local Union 2038 Pension Plan Trustees for Local Union 2038. The Trustees for each Joint Board shall be appointed by the respective Parties to this Agreement.
 - (ii) The Chairman and Secretary of each of the Plan Board of Trustees shall be selected by the Trustees.
 - (iii) The Employer shall contribute to this Plan on the basis of each hour earned by each Employee in the amount in accordance with Appendix "A" which forms part of this Agreement.
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(iv) Where an Employee works overtime the contribution shall be one and one half (1 ½) or two (2) times the aforementioned rate, in accordance with the overtime provisions of this Agreement. Contributions shall be made on the basis of full or half hours, and all contributions shall be remitted monthly on forms to be provided by the Plan. All contributions are to be remitted so as to be received on or before the fifteenth (15th) day of the month following that for which such contributions are payable.

(v) In the case of failure of an Employer, subject to this Agreement, to contribute as prescribed in this Article, the appropriate Plan Trustees shall be entitled to take the necessary legal action for the recovery of any amounts due to the Fund.

(c) IBEW Locals 529 & 2038 Training Fund

The Employer shall contribute to the IBEW Local Union 529 Training Fund or the IBEW Local Union 2038 Training Fund, whichever is applicable in accordance with Schedule "A", on the basis of each hour earned by each Employee in an amount in accordance with Appendix "A" which forms part of this Agreement.

Such contribution to be remitted not later than the fifteenth (15th) day of the following month and these contributions are to be made payable and mailed to IBEW Local Union 529 or to the IBEW Local Union 2038 Training Fund, whichever is applicable.

(d) Industry Promotion Fund

The Employer shall contribute to the Industry Promotion Fund on the basis of each hour earned by each Employee in an amount in accordance with Appendix "A" which forms part of this Agreement.

Such contribution to be remitted not later than the fifteenth (15th) day of the following month and these contributions are to be made payable and mailed to IBEW Local Union 529 or to IBEW Local Union 2038 Industry Promotion Fund, whichever is applicable.

ARTICLE 17:00 WORKING CONDITIONS

17:01 On all energized circuits and portions of equipment (excluding neon signs and circuit testing) carrying four hundred (400) volts or over, as a safety measure two (2) or more Journeymen must work together. In no event shall Apprentices work on energized circuits.

- 17:02 (a) If an Employee is not instructed to go direct to a jobsite, in town, at the start of a day's work, and reports to the shop instead, his time for pay purposes will include travel time to the jobsite, sites, and return to the shop.
- (b) In no event will an Employee be required to travel on his own time to return an Employer's vehicle and/or pick up his own vehicle.
- 17:03 Projects requiring check-in and check-out systems shall have a separate check system for electricians. The Employee shall check in by the applicable starting time and shall check out by the applicable quitting time.
- 17:04 (a) Journeymen and Apprentices shall be required to provide themselves with the tools as listed on Appendix "B" as attached and forming part of this Agreement.
- (b) At no time shall a Journeyman be required to supply tools for an Apprentice.
- 17:05 (a) The Employer shall supply all necessary tools not on the Tool List. The Employees may be required to sign for these tools. It will be the duty of the Employee to exercise reasonable care and custody of the tools and equipment furnished by the Employer, and he must report any loss or damages to such tools and equipment immediately to his superior or he may be held responsible for such loss or damage.
- (b) The Employer shall pay a Tool Allowance, in addition to the regular hourly rate, the sum of ten (10) cents for each hour worked or portion thereof to each Employee engaged in work performed in or on producing Potash Mines.
- (c) When Employees are required to work in excessively dirty areas or other conditions where coveralls are necessary, a clothing allowance of fifteen (15) cents per hour shall be paid to each Employee in lieu of supplying coveralls. Disputes to be referred to the Joint Conference Committee.
- 17:06 Each Employer shall be so equipped as to provide all workmen with a safe place for storing personal tools. Insurance will be carried to cover loss by fire and/or forcible entry. Insurance will also be carried for damage to Employee tools when such tools are stored in Employer Tool Lockup.
- 17:07 (a) The Employer shall provide an adequate lunch room with proper tables and chairs, adequately heated in cold weather, ventilated in the summer and kept clean. Seatings at the table shall not be less than thirty (30) inches per person. Employees shall cooperate with the Employer in maintaining these facilities. The lunch area shall not be used as a place to store tools and/or equipment.
- (b) The Employer will cooperate with the Union in securing proper sanitary facilities to be supplied by the Prime Contractor.
-

- (c) Where running water is not available, the Employer shall supply suitable dry type hand cleaner and toweling.

ARTICLE 18:00 WELDING TESTS

- 18:01 (a) A welder who is required to take a test of any type shall take the test at a location pre-designated by the Employer. All time, permits, inspection fees and material required for such a test shall be supplied and/or paid for by the Employer. The foregoing shall apply irrespective of the test results.
- (b) Should an Employee be required to take a test in a location which would require the payment of subsistence allowance and/or transportation expense or travel time, the Employee shall be paid for such items in accordance with the terms of this agreement covering such items.
- (c) When a welder is required to perform a test, the Employer shall on request, make available suitable material to allow a brief period of practice prior to taking the actual test.
- (d) Welders passing a test will be furnished with a copy of the test papers from the Employer or party requiring the test within thirty (30) days, or upon completion of the job, whichever is sooner, provided they are available at the time, otherwise the Employer will provide a letter confirming the test and the results.
- (e) Welders required to take any test shall be allowed to complete the test.

ARTICLE 19:00 MANAGEMENT RIGHTS

- 19:01 The Union agrees that it is the exclusive function of the Employer to exercise the usual functions of management including, but not so as to restrict the generality of the foregoing, the right:
 - (a) To conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the kinds and locations of machines, tools, and equipment to be used and the schedules of jobs and work; to classify and judge suitability of workmen for various jobs and work; to maintain order, discipline, efficiency and to alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by Employees.
-

- (b) To hire, discharge, lay off, promote, select, transfer within its company provided that a claim by an Employee that he has been discharged without reasonable cause shall be subject to the provisions of the Grievance Procedure.

It is agreed that the above mentioned functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

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.

Saskatchewan Provincial Electrical 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 29th DAY OF May, 2005.

SIGNED ON BEHALF OF:


**THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL UNIONS 529 & 2038.**




Garnet Green
Business Manager, Local 529



Shane Shuya
President, Local 529




Stan Shearer
Business Manager, Local 2038



Douglas MacCallum
President, Local 2038

SIGNED ON BEHALF OF:

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



Ken Pickering
Trade Division Chairperson



Sid Matthews
CLR President

APPENDIX "A"

WAGE SCALES AND FRINGE BENEFITS - LOCAL UNIONS 529 & 2038

1. Classification and Wage Rates

The Employer and the Union agree that the minimum wages will be paid in accordance with the wage rates set out below.

LOCAL 529

Effective May 29, 2005 to May 6, 2006

(A) INDUSTRIAL - Jobs South of the 56° parallel and North of the 51° parallel and accessible by an all season road

Classification	%	Basic Hourly Rate	Stat Hol Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Industry Promo Fund	Total Package
General Foreman	125	35.46	1.42	2.21	1.65	4.50	0.35	0.25	\$45.84
Foreman	112.5	31.92	1.28	1.99	1.65	4.50	0.35	0.25	\$41.94
Journeyman	100	28.37	1.13	1.77	1.65	4.50	0.35	0.25	\$38.02
8th 6 Mos	80	22.70	0.91	1.42	1.65	3.60	0.35	0.25	\$30.88
7th 6 Mos	75	21.28	0.85	1.33	1.65	3.60	0.35	0.25	\$29.31
6th 6 Mos	70	19.86	0.79	1.24	1.65	3.15	0.35	0.25	\$27.29
5th 6 Mos	65	18.44	0.74	1.15	1.65	3.15	0.35	0.25	\$25.73
4th 6 Mos	60	17.02	0.68	1.06	1.65	2.70	0.35	0.25	\$23.71
3rd 6 Mos	55	15.60	0.62	0.97	1.65	2.70	0.35	0.25	\$22.14
2nd 6 Mos	50	14.19	0.57	0.89	1.65	2.03	0.35	0.25	\$19.93
1st 6 Mos	40	11.35	0.45	0.71	1.65	2.03	0.35	0.25	\$16.79
Underground pay	0.50								
Overhead pay	One and one-half times (1.5x)								

Note: Apprentice increases are based on the individual's anniversary date, subject to the requirements of Article 15:04.

Saskatchewan Provincial Electrical Agreement
 Appendix "A"
 2004 - 2007

LOCAL 529
Effective May 29, 2005 to May 6, 2006

(B) COMMERCIAL - Jobs South of the 56° parallel and North of the 51° and accessible by an all season road

Classification	%	Basic Hourly Rate	Stat Hol Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Industry Promo Fund	Total Package
General Foreman	125	32.63	1.31	2.04	1.65	4.50	0.35	0.25	\$42.73
Foreman	112.5	29.36	1.17	1.83	1.65	4.50	0.35	0.25	\$39.11
Journeyman	100	26.10	1.04	1.63	1.65	4.50	0.35	0.25	\$35.52
8th 6 Mos	80	20.88	0.84	1.30	1.65	3.60	0.35	0.25	\$28.87
7th 6 Mos	75	19.58	0.78	1.22	1.65	3.60	0.35	0.25	\$27.43
6th 6 Mos	70	18.27	0.73	1.14	1.65	3.15	0.35	0.25	\$25.54
5th 6 Mos	65	16.97	0.68	1.06	1.65	3.15	0.35	0.25	\$24.11
4th 6 Mos	60	15.66	0.63	0.98	1.65	2.70	0.35	0.25	\$22.22
3rd 6 Mos	55	14.36	0.57	0.90	1.65	2.70	0.35	0.25	\$20.78
2nd 6 Mos	50	13.05	0.52	0.81	1.65	2.03	0.35	0.25	\$18.66
1st 6 Mos	40	10.44	0.42	0.65	1.65	2.03	0.35	0.25	\$15.79
Underground pay	0.50								
Overhead pay	One and one-half times (1.5x)								

Note: **Apprentice increases are based on the individual's anniversary date, subject to the requirements of Article 15:04.**

All electrical work involved in residential, commercial, service, renovation and repair and light industrial construction as defined by the Local Union in this Agreement, shall be performed under the commercial rates and conditions.

Saskatchewan Provincial Electrical Agreement
Appendix "A"
2004 - 2007

LOCAL 529
Effective May 29, 2005 to May 6, 2006

(C) INDUSTRIAL - Jobs North of the 56^o parallel or not accessible by an all season road

Classification	Basic Hourly Rate	Stat Hol Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Industry Promo Fund	Total Package
General Foreman	36.59	1.46	2.28	1.65	4.50	0.35	0.25	\$47.08
Foreman	33.05	1.32	2.06	1.65	4.50	0.35	0.25	\$43.18
Journeyman	29.50	1.18	1.84	1.65	4.50	0.35	0.25	\$39.27
8th 6 Mos	23.83	0.95	1.49	1.65	3.60	0.35	0.25	\$32.12
7th 6 Mos	22.41	0.90	1.40	1.65	3.60	0.35	0.25	\$30.56
6th 6 Mos	20.99	0.84	1.31	1.65	3.15	0.35	0.25	\$28.54
5th 6 Mos	19.57	0.78	1.22	1.65	3.15	0.35	0.25	\$26.97
4th 6 Mos	18.15	0.73	1.13	1.65	2.70	0.35	0.25	\$24.96
3rd 6 Mos	16.73	0.67	1.04	1.65	2.70	0.35	0.25	\$23.39
2nd 6 Mos	15.32	0.61	0.96	1.65	2.03	0.35	0.25	\$21.17
1st 6 Mos	12.48	0.50	0.78	1.65	2.03	0.35	0.25	\$18.04
Underground pay	0.50							
Overhead pay	One and one-half times (1.5x)							

Note: **Apprentice increases are based on the individual's anniversary date, subject to the requirements of Article 15:04.**

Saskatchewan Provincial Electrical Agreement
 Appendix "A"
 2004 - 2007

LOCAL 529
 Effective May 29, 2005 to May 6, 2006

(D) COMMERCIAL - Jobs North of the 56^o parallel or not accessible by an all season road

Classification	Basic Hourly Rate	Stat Hol Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Industry Promo Fund	Total Package
General Foreman	33.67	1.35	2.10	1.65	4.50	0.35	0.25	\$43.87
Foreman	30.40	1.22	1.90	1.65	4.50	0.35	0.25	\$40.27
Journeyman	27.14	1.09	1.69	1.65	4.50	0.35	0.25	\$36.67
8th 6 Mos	21.92	0.88	1.37	1.65	3.60	0.35	0.25	\$30.02
7th 6 Mos	20.62	0.82	1.29	1.65	3.60	0.35	0.25	\$28.58
6th 6 Mos	19.31	0.77	1.20	1.65	3.15	0.35	0.25	\$26.68
5th 6 Mos	18.01	0.72	1.12	1.65	3.15	0.35	0.25	\$25.25
4th 6 Mos	16.70	0.67	1.04	1.65	2.70	0.35	0.25	\$23.36
3rd 6 Mos	15.40	0.62	0.96	1.65	2.70	0.35	0.25	\$21.93
2nd 6 Mos	14.09	0.56	0.88	1.65	2.03	0.35	0.25	\$19.81
1st 6 Mos	11.48	0.46	0.72	1.65	2.03	0.35	0.25	\$16.94
Underground pay	0.50							
Overhead pay	One and one-half times (1.5x)							

Note: Apprenticeship increases based on individual's anniversary date, subject to the requirements of Article 15:04.

All electrical work involved in residential, commercial, service, renovation and repair and light industrial construction as defined by the Local Union in this Agreement, shall be performed under the commercial rates and conditions.

Saskatchewan Provincial Electrical Agreement
Appendix "A"
2004 - 2007

LOCAL 529
Effective May 7, 2006 to April 30, 2007

(E) INDUSTRIAL - Jobs South of the 56° parallel and North of the 51° parallel and accessible by an all season road

Classification	%	Basic Hourly Rate	Stat Hol Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Industry Promo Fund	Total Package
General Foreman	125	36.25	1.45	2.26	1.65	4.75	0.35	0.25	\$46.96
Foreman	112.5	32.63	1.31	2.04	1.65	4.75	0.35	0.25	\$42.98
Journeyman	100	29.00	1.16	1.81	1.65	4.75	0.35	0.25	\$38.97
8th 6 Mos	80	23.20	0.93	1.45	1.65	3.80	0.35	0.25	\$31.63
7th 6 Mos	75	21.75	0.87	1.36	1.65	3.80	0.35	0.25	\$30.03
6th 6 Mos	70	20.30	0.81	1.27	1.65	3.33	0.35	0.25	\$27.96
5th 6 Mos	65	18.85	0.75	1.18	1.65	3.33	0.35	0.25	\$26.36
4th 6 Mos	60	17.40	0.70	1.09	1.65	2.85	0.35	0.25	\$24.29
3rd 6 Mos	55	15.95	0.64	1.00	1.65	2.85	0.35	0.25	\$22.69
2nd 6 Mos	50	14.50	0.58	0.90	1.65	2.14	0.35	0.25	\$20.37
1st 6 Mos	40	11.60	0.46	0.72	1.65	2.14	0.35	0.25	\$17.17
Underground pay	0.50								
Overhead pay	One and one-half times (1.5x)								

Note: **Apprentice increases are based on the individual's anniversary date, subject to the requirements of Article 15:04.**

Saskatchewan Provincial Electrical Agreement
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2004 - 2007

LOCAL 529
Effective May 7, 2006 to April 30, 2007

(F) COMMERCIAL - Jobs South of the 56° parallel and North of the 51° parallel and accessible by an all season road

Classification	%	Basic Hourly Rate	Stat Hol Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Industry Promo Fund	Total Package
General Foreman	125	33.41	1.34	2.09	1.65	4.75	0.35	0.25	\$43.84
Foreman	112.5	30.07	1.20	1.88	1.65	4.75	0.35	0.25	\$40.15
Journeyman	100	26.73	1.07	1.67	1.65	4.75	0.35	0.25	\$36.47
8th 6 Mos	80	21.38	0.86	1.33	1.65	3.80	0.35	0.25	\$29.62
7th 6 Mos	75	20.05	0.80	1.25	1.65	3.80	0.35	0.25	\$28.15
6th 6 Mos	70	18.71	0.75	1.17	1.65	3.33	0.35	0.25	\$26.21
5th 6 Mos	65	17.37	0.69	1.08	1.65	3.33	0.35	0.25	\$24.72
4th 6 Mos	60	16.04	0.64	1.00	1.65	2.85	0.35	0.25	\$22.78
3rd 6 Mos	55	14.70	0.59	0.92	1.65	2.85	0.35	0.25	\$21.31
2nd 6 Mos	50	13.37	0.53	0.83	1.65	2.14	0.35	0.25	\$19.12
1st 6 Mos	40	10.69	0.43	0.67	1.65	2.14	0.35	0.25	\$16.18
Underground pay	0.50								
Overhead pay	One and one-half times (1.5x)								

Note: **Apprentice increases are based on the individual's anniversary date, subject to the requirements of Article 15:04.**

All electrical work involved in residential, commercial, service, renovation and repair and light industrial construction as defined by the Local Union in this Agreement, shall be performed under the commercial rates and conditions.

Saskatchewan Provincial Electrical Agreement
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(G) INDUSTRIAL - Jobs North of the 56^o parallel or not accessible by an all season road

Classification	Basic Hourly Rate	Stat Hol Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Industry Promo Fund	Total Package
General Foreman	37.41	1.50	2.33	1.65	4.75	0.35	0.25	\$48.24
Foreman	33.79	1.35	2.11	1.65	4.75	0.35	0.25	\$44.25
Journeyman	30.16	1.21	1.88	1.65	4.75	0.35	0.25	\$40.25
8th 6 Mos	24.36	0.97	1.52	1.65	3.80	0.35	0.25	\$32.90
7th 6 Mos	22.91	0.92	1.43	1.65	3.80	0.35	0.25	\$31.31
6th 6 Mos	21.46	0.86	1.34	1.65	3.33	0.35	0.25	\$29.24
5th 6 Mos	20.01	0.80	1.25	1.65	3.33	0.35	0.25	\$27.64
4th 6 Mos	18.56	0.74	1.16	1.65	2.85	0.35	0.25	\$25.56
3rd 6 Mos	17.11	0.68	1.07	1.65	2.85	0.35	0.25	\$23.96
2nd 6 Mos	15.66	0.63	0.98	1.65	2.14	0.35	0.25	\$21.66
1st 6 Mos	12.76	0.51	0.80	1.65	2.14	0.35	0.25	\$18.46
Underground pay	0.50							
Overhead pay								One and one-half times (1.5x)

Note: **Apprentice increases are based on the individual's anniversary date, subject to the requirements of Article 15:04.**

LOCAL 529
Effective May 7, 2006 to April 30, 2007

(H) COMMERCIAL - Jobs North of the 56^o parallel or not accessible by an all season road

Classification	Basic Hourly Rate	Stat Hol Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Industry Promo Fund	Total Package
General Foreman	34.75	1.39	2.17	1.65	4.75	0.35	0.25	\$45.31
Foreman	31.27	1.25	1.95	1.65	4.75	0.35	0.25	\$41.47
Journeyman	27.80	1.11	1.73	1.65	4.75	0.35	0.25	\$37.64
8th 6 Mos	22.24	0.89	1.39	1.65	3.80	0.35	0.25	\$30.57
7th 6 Mos	20.85	0.83	1.30	1.65	3.80	0.35	0.25	\$29.03
6th 6 Mos	19.46	0.78	1.21	1.65	3.33	0.35	0.25	\$27.03
5th 6 Mos	18.06	0.72	1.13	1.65	3.33	0.35	0.25	\$25.49
4th 6 Mos	16.68	0.67	1.04	1.65	2.85	0.35	0.25	\$23.49
3rd 6 Mos	15.29	0.61	0.95	1.65	2.85	0.35	0.25	\$21.95
2nd 6 Mos	13.90	0.56	0.87	1.65	2.14	0.35	0.25	\$19.72
1st 6 Mos	11.12	0.44	0.69	1.65	2.14	0.35	0.25	\$16.64
Underground pay	0.50							
Overhead pay	One and one-half times (1.5x)							

Note: **Apprenticeship increases based on individual's anniversary date, subject to the requirements of Article 15:04.**

All electrical work involved in residential, commercial, service, renovation and repair and light industrial construction as defined by the Local Union in this Agreement, shall be performed under the commercial rates and conditions.

LOCAL 2038
Effective May 29, 2005 to May 6, 2006

(I) INDUSTRIAL - Jobs South of the 51° parallel and accessible by an all season road

Classification	%	Basic Hourly Rate	Stat Hol Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Industry Promo Fund	Total Package
General Foreman	125	35.85	1.43	2.24	1.30	4.50	0.35	0.25	\$45.92
Foreman	112.5	32.27	1.29	2.01	1.30	4.50	0.35	0.25	\$41.97
Journeyman	100	28.68	1.15	1.79	1.30	4.50	0.35	0.25	\$38.02
8th 6 Mos	80	22.94	0.92	1.43	1.30	3.60	0.35	0.25	\$30.79
7th 6 Mos	75	21.51	0.86	1.34	1.30	3.60	0.35	0.25	\$29.21
6th 6 Mos	70	20.08	0.80	1.25	1.30	3.15	0.35	0.25	\$27.18
5th 6 Mos	65	18.64	0.75	1.16	1.30	3.15	0.35	0.25	\$25.60
4th 6 Mos	60	17.21	0.69	1.07	1.30	2.70	0.35	0.25	\$23.57
3rd 6 Mos	55	15.77	0.63	0.98	1.30	2.70	0.35	0.25	\$21.98
2nd 6 Mos	50	14.34	0.57	0.89	1.30	2.03	0.35	0.25	\$19.73
1st 6 Mos	40	11.47	0.46	0.72	1.30	2.03	0.35	0.25	\$16.58
Underground pay		0.50							
Overhead pay									One and one-half times (1.5x)

Note: **Apprentice increases are based on the individual's anniversary date, subject to the requirements of Article 15:04.**

LOCAL 2038
Effective May 29, 2005 to May 6, 2006

(J) COMMERCIAL - Jobs South of the 51^o parallel and accessible by an all season road

Classification	%	Basic Hourly Rate	Stat Hol Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Industry Promo Fund	Total Package
General Foreman	125	33.01	1.32	2.06	1.30	4.50	0.35	0.25	\$42.79
Foreman	112.5	29.71	1.19	1.85	1.30	4.50	0.35	0.25	\$39.15
Journeyman	100	26.41	1.06	1.65	1.30	4.50	0.35	0.25	\$35.52
8th 6 Mos	80	21.13	0.85	1.32	1.30	3.60	0.35	0.25	\$28.80
7th 6 Mos	75	19.81	0.79	1.24	1.30	3.60	0.35	0.25	\$27.34
6th 6 Mos	70	18.49	0.74	1.15	1.30	3.15	0.35	0.25	\$25.43
5th 6 Mos	65	17.17	0.69	1.07	1.30	3.15	0.35	0.25	\$23.98
4th 6 Mos	60	15.85	0.63	0.99	1.30	2.70	0.35	0.25	\$22.07
3rd 6 Mos	55	14.53	0.58	0.91	1.30	2.70	0.35	0.25	\$20.62
2nd 6 Mos	50	13.21	0.53	0.82	1.30	2.03	0.35	0.25	\$18.49
1st 6 Mos	40	10.56	0.42	0.66	1.30	2.03	0.35	0.25	\$15.57
Underground pay	0.50								
Overhead pay	One and one-half times (1.5x)								

Note: **Apprentice increases are based on the individual's anniversary date, subject to the requirements of Article 15:04.**

All electrical work involved in residential, commercial, service, renovation and repair and light industrial construction as defined by the Local Union in this Agreement, shall be performed under the commercial rates and conditions.

LOCAL 2038
Effective May 7, 2006 to April 30, 2007

(K) INDUSTRIAL - Jobs South of the 51^o parallel and accessible by an all season road

Classification	%	Basic Hourly Rate	Stat Hol Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Industry Promo Fund	Total Package
General Foreman	125	36.65	1.47	2.29	1.30	4.75	0.35	0.25	\$47.06
Foreman	112.5	32.99	1.32	2.06	1.30	4.75	0.35	0.25	\$43.02
Journeyman	100	29.32	1.17	1.83	1.30	4.75	0.35	0.25	\$38.97
8th 6 Mos	80	23.46	0.94	1.46	1.30	3.80	0.35	0.25	\$31.56
7th 6 Mos	75	21.99	0.88	1.37	1.30	3.80	0.35	0.25	\$29.94
6th 6 Mos	70	20.52	0.82	1.28	1.30	3.33	0.35	0.25	\$27.85
5th 6 Mos	65	19.06	0.76	1.19	1.30	3.33	0.35	0.25	\$26.24
4th 6 Mos	60	17.59	0.70	1.10	1.30	2.85	0.35	0.25	\$24.14
3rd 6 Mos	55	16.13	0.65	1.01	1.30	2.85	0.35	0.25	\$22.54
2nd 6 Mos	50	14.66	0.59	0.92	1.30	2.14	0.35	0.25	\$20.21
1st 6 Mos	40	11.73	0.47	0.73	1.30	2.14	0.35	0.25	\$16.97
Underground pay	0.50								
Overhead pay	One and one-half times (1.5x)								

Note: **Apprentice increases are based on the individual's anniversary date, subject to the requirements of Article 15:04.**

LOCAL 2038
Effective May 7, 2006 to April 30, 2007

(L) COMMERCIAL - Jobs South of the 51^o parallel and accessible by an all season road

Classification	%	Basic Hourly Rate	Stat Hol Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Industry Promo Fund	Total Package
General Foreman	125	33.81	1.35	2.11	1.30	4.75	0.35	0.25	\$43.92
Foreman	112.5	30.43	1.22	1.90	1.30	4.75	0.35	0.25	\$40.20
Journeyman	100	27.05	1.08	1.69	1.30	4.75	0.35	0.25	\$36.47
8th 6 Mos	80	21.64	0.87	1.35	1.30	3.80	0.35	0.25	\$29.56
7th 6 Mos	75	20.29	0.81	1.27	1.30	3.80	0.35	0.25	\$28.07
6th 6 Mos	70	18.94	0.76	1.18	1.30	3.33	0.35	0.25	\$26.11
5th 6 Mos	65	17.58	0.70	1.10	1.30	3.33	0.35	0.25	\$24.61
4th 6 Mos	60	16.23	0.65	1.01	1.30	2.85	0.35	0.25	\$22.64
3rd 6 Mos	55	14.88	0.60	0.93	1.30	2.85	0.35	0.25	\$21.16
2nd 6 Mos	50	13.53	0.54	0.84	1.30	2.14	0.35	0.25	\$18.95
1st 6 Mos	40	10.82	0.43	0.68	1.30	2.14	0.35	0.25	\$15.97
Underground pay	0.50								
Overhead pay	One and one-half times (1.5x)								

Note: **Apprentice increases are based on the individual's anniversary date, subject to the requirements of Article 15:04.**

All electrical work involved in residential, commercial, service, renovation and repair and light industrial construction as defined by the Local Union in this Agreement, shall be performed under the commercial rates and conditions.

Appendix "A"

2004 - 2007

2. Underground Work

For underground work as defined in Article 16:01(c), each Employee shall be paid a bonus of fifty (\$0.50) cents per hour or portion thereof.

3. Overhead Work

For overhead work as defined in Article 16:01(d), each Employee shall be paid one and one-half (1.5x) times the Employee's regular rate of pay.

4. Building Trades Per Capita

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 Saskatchewan Provincial Building and Construction Trades Council (SPB & CTC). The Local Union shall forward said monies to the Saskatchewan Provincial Building and Construction Trades Council (SPB & CTC) at 2301 G - 7th Avenue, Regina, Saskatchewan, S4R 1C6. The Local Union is to receive a list showing the amounts and a list of names from whom such deductions were made.

5. Health & Welfare - Locals 529 & 2038

The Employers shall contribute an amount of one dollar and sixty-five cents (\$1.65) per hour for Local 529 and one dollar and thirty cents (\$1.30) per hour for Local 2038 for each hour earned by each Employee covered by this Agreement and shall remit such contributions and Report Form provided for this purpose.

6. Pension Trust Fund

The Employer shall contribute four dollars and fifty cents (\$4.50) for each hour earned by each Employee covered by this Agreement and shall remit such contributions to the International Brotherhood of Electrical Workers Local Union 529 Pension Trust Fund for Local Union 529 or the International Brotherhood of Electrical Workers Local Union 2038 Pension Trust Fund for Local Union 2038, whichever is applicable in accordance with Schedule "A", together with an Employer Report Form provided for this purpose. Effective May 7, 2006, the contribution shall be four dollars and seventy-five cents (\$4.75).

Appendix "A"

2004 - 2007

The Employer shall contribute to the Pension Fund on behalf of each Apprentice, based on the following:

0 - 1st Year	45% of Journeyman's Pension
2nd Year	60% of Journeyman's Pension
3rd Year	70% of Journeyman's Pension
4th Year	80% of Journeyman's Pension

Employer contributions to the Pension Trust Fund shall not exceed eighteen percent (18%) of gross wages.

7. IBEW Locals 529 & 2038 Training Fund

The Employer shall contribute thirty-five cents (\$0.35) per hour earned by each Employee to the IBEW Local Union 529 Training Fund, 2717 B Wentz Avenue, Saskatoon, Sask., S7K 4B6 or the IBEW Local Union 2038 Training Fund, 1802 McAra St., Regina, Sask., S4N 6C4, whichever is applicable in accordance with Schedule "A", together with an Employer Report Form provided for this purpose.

8. Industry Promotion Fund

The Employer shall contribute twenty-five cents (\$0.25) per hour earned by each Employee to the IBEW Local Union 529 Industry Promotion Fund, 2717 B Wentz Avenue, Saskatoon, Sask., S7K 4B6 or the IBEW Local Union 2038 Industry Promotion Fund, 1802 McAra St., Regina, Sask., S4N 6C4, whichever is applicable in accordance with Schedule "A", together with an Employer Report Form provided for this purpose.

Appendix "B"

2004 - 2007

APPENDIX "B"**EMPLOYEE TOOLS**

Journeymen and Apprentices shall have, and properly maintain, the following Employee tools when required for the work to which they have been assigned. The Employee may purchase tools from the Employer at cost as per Appendix "B":

	<u>Apprentices</u>	<u>Journeymen</u>
1 Adequate Tool Box	X	X
1 Code Book (Current Edition)	X	X
1 Steel Tape, 16' x 1"	X	X
1 Hammer	X	X
1 Hacksaw	X	X
2 Crescent Wrenches, 8" - 10"	X	X
1 Electrician's Pliers, 8"	X	X
1 Channel-Lock Pliers	X	X
1 Diagonal Pliers	X	X
3 Flat Screwdrivers, Small - Large	X	X
3 Robertson Screwdrivers, No's 6, 8, & 10	X	X
1 Knife	X	X
1 Level	X	X
1 Pouch	X	X
1 Needle Nose Pliers	X	X
1 CSA certified 120/600V tester	X	X

Journeymen only shall also have:

1 Small Set Allen Wrenches	X
1 Centre Punch	X

Appendix "C"

2004 - 2007

APPENDIX "C"

**Drug & Alcohol Abuse
Statement of Policy**

WHERE a pattern of chemical dependence is suspected or apparent and documented;

AND WHERE the problem is affecting the Member's ability to do their assigned job;

AND WHERE it may affect the safety of that person or others on that job;

The Union office will address the situation with that Member.

The discussion will be CONFIDENTIAL, NON-THREATENING AND SUPPORTIVE.

The Member in question will, at the initial discussion, be made aware of the Industry's concern and a suggestion made that he or she seek help for the problem through the Rehabilitation Plan or any other resources at their disposal. The Member then has their choice. At this point, a time frame to effect a change in the pattern will be contracted with the Member.

Given a fair time allowance with no significant change in behaviour or a worsening of the situation, the Mandatory Referral process will take place. The Member will be re-confronted and informed that unless treatment is sought, dispatch privileges (may) will be revoked until there is evidence that the addiction has been dealt with in a recognized treatment process or facility.

LETTER OF UNDERSTANDING

FOR INDUSTRIAL CONSTRUCTION IN THE PROVINCE OF SASKATCHEWAN

BETWEEN

EACH OF THE UNIONIZED EMPLOYERS IN THE ELECTRICAL TRADE DIVISION OF THE CONSTRUCTION INDUSTRY ON WHOSE BEHALF CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF SASKATCHEWAN INC., AS THE REPRESENTATIVE EMPLOYERS' ORGANIZATION HAS ENTERED INTO THIS AGREEMENT;

(Hereinafter Referred to as "CLR" or the "Employer")

- AND -

**LOCAL UNIONS 529 & 2038 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

(Hereinafter Referred to as the "Union")

RE: Use of Employee Sign-On Form, Employee Termination Record Form

The Union and CLR agree to utilize the Employee Sign-On Form and the Employee Termination Record Form during the term of the Agreement. The use of any or all of these forms may be continued after the expiry date of April 30, 2007 by agreement of the parties.

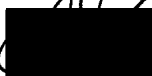
The forms are attached to this Letter of Understanding as follows:

- APPENDIX "D" - EMPLOYEE SIGN-ON FORM
- APPENDIX "E" - EMPLOYEE TERMINATION RECORD FORM

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 2:00 of the Provincial Electrical Agreement for the Province of Saskatchewan.

Signed this 29th day of May, 2005.

For the Union



For the Employer



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 Week	[] Previous Week	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.