

PROVINCIAL INSULATOR AGREEMENT

**(For Commercial/Institutional Construction
in the Province of Saskatchewan)**

This Agreement, entered into by and between:

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

(Hereinafter referred to as the "Employer")

- AND -

**THE INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS
AND ASBESTOS WORKERS LOCAL 119
(Hereinafter referred to as the "Union")**

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**Effective February 27, 2011
Expires October 31, 2014**

SASKATCHEWAN STANDARDS OF UNION CONSTRUCTION

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

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

Adopted December 17, 1993

Trade Unions Affiliated With:

Saskatchewan Provincial Building
and Construction Trades Council

Unionized Employers as Represented By:

CLR Construction Labour Relations
Association of Saskatchewan Inc.

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DEFINITIONS

- BUILDING TRADES COUNCIL
OR SPB & CTC** - means the Saskatchewan Provincial Building
and Construction Trades Council
- CLR** - means CLR Construction Labour Relations
Association of Saskatchewan Inc.
- CODC** - means CODC Construction Opportunities
Development Council Inc.
- COMMERCIAL/INSTITUTIONAL
CONSTRUCTION** - means all other construction work not specifically
covered by the definition of Industrial
Construction that is within the jurisdiction of
Local Union No. 119.
- EMPLOYEE** - means anyone employed under the terms of this
Agreement.
- EMPLOYER** - means a Company bound by the terms of this
Collective Agreement.
- GENDER** - means where the masculine gender is used in this
Agreement it shall be considered to include the
feminine gender.
- INDUSTRIAL
CONSTRUCTION** - means all construction work that is within the
work jurisdiction of Local Union 119 in respect
to the following types of facilities:
- Breweries and distilleries
 - Electrical Power Generation
 - The development of Mining and Smelting
Properties
 - Oil Refineries, Upgraders, and all form of
hydro carbon production, extraction or
processing
 - The development of Chemical Plants from
any and all forms of feed stocks or other
processing
 - Pulp, Paper or Timber/Wood processing
mills or sawmills
 - Toxic Waste Disposal Systems
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- Production and Processing Plants for Natural Gas, LPC, Oxygen, Carbon Dioxide or any other manufactured gases
 - Base/Precious/Other Metal Production Plants or Upgraders of any and all kinds
 - Pumping Stations and Compressor Stations (excluding Municipal Sewage & Water Treatment Plants)
 - Cement, Lime and Gypsum Plants
 - Food Processing (over 50,000 Square feet)
 - Grain Elevator
 - Glass Manufacturing
- KM - means kilometre by road (not radius).
- LOCAL RESIDENT - a local resident is a person who has resided within eighty (80) kilometres of a project, but outside the cities of Regina and Saskatoon, for at least six (6) months immediately preceding the date of hire.
- LOCAL RESIDENCE - a local person's residence is the place where he permanently maintains a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which he resides.
- Original Documents (not photocopies) are required for proof of residence. These will be verified by the Employer, copied and returned. Two (2) of the following are acceptable:
- Income Tax Assessment
 - Property Tax Assessment
 - Unemployment Insurance
 - Utilities Receipt
- LOCAL UNION OR UNION - means the International Association of Heat & Frost Insulators and Asbestos Workers Local Union 119
- SUBCONTRACTOR - means an individual, proprietorship, firm or corporation, etc. engaged, directly or indirectly, by the Employer to perform work within the jurisdiction of the Union.
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TRADE AUTONOMY

- means the application of pipe and boiler coverings, insulation of hot and cold surfaces, ducts, tank vessels, etc.; this to include alterations and repairing of work similar to the above and the use of all materials for the purpose mentioned.

This is to include any labour connected with the handling and distribution of insulating materials on job sites as well as the clean up of insulating materials on job sites. Also included is the on site fabrication and installation of metal or P.V.C. jacketing, as well as the handling, installation, fabrication, assembling, molding, spraying, pouring, mixing of any fire stopping materials used to prevent the spread of fire, smoke, or other harmful gases on the job premises. This will include, but not be limited to, all wall and floor penetrations of electrical cables, piping and ventilation ducting or any other penetrations not specifically listed herein.

ARTICLE 1:00 PURPOSE, SCOPE, AND SPECIAL PROJECTS

1:01 Purpose

Whereas it is the intent and purposes of the Parties hereto to promote and improve relations between the Employer, and Employees and the Union in order to allow the trade to insure a standard of efficiency for the protection of the public, and for the persons employed and engaged in such business, by the establishing and maintaining of fair conditions and settling differences that may arise between the members of the respective organizations, Parties to this Agreement, and to maintain peace through collective bargaining between the Parties hereto, with the geographical jurisdiction herein defined of Local Union 119 of the International Association of Heat and Frost Insulators and Asbestos Workers.

1:02 Scope

The jurisdiction of this Agreement will be the Province of Saskatchewan.

1:03 Special Projects

The parties agree that they may consider amending certain provisions of this Agreement, by way of an Appendix, where this action appears necessary and appropriate for certain projects. Parties proposing to amend the provisions of the Agreement would outline the project, points of concern and proposed area of resolution with reasonable notice. The provisions must be mutually agreed upon by the parties hereto.

ARTICLE 2:00 CONTRACTING

2:01 The Employer will not subcontract out any Insulator work, which is regularly and routinely performed by the Employer's own forces, unless such work is to a sub-contractor that agrees to be bound by the terms and conditions of this agreement.

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

3:01 The Employer recognizes the Union as the sole collective bargaining agent for all Employees within the jurisdiction of the International Association of Heat & Frost Insulators and Asbestos Workers Local Union 119.

- 3:02
- (a) Every Employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new Employee whose employment commences hereafter shall, within thirty (30) days after the commencement in his employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of his employment, provided that any Employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by members of the Union.
 - (b) Upon the written request of any Employee within the scope of this Agreement or upon the written request of the Union, the Employer agrees to deduct from the wages due to any such Employee, the Union Dues, and submit all moneys so deducted, along with a list of names and hours worked from each Employee who such deductions have been made to the Union on or before the fifteenth (15th) day of each and every month.
 - (c) In the case of delinquent remittance the Union may utilize the grievance procedure beginning with Step III to recover the amount owing and all associated costs and interest on the outstanding amount.

3:03

The Employer, when requiring men, will notify the Union, and should the Union be unable to supply qualified workmen within forty eight hours (48), then the Employer may hire from any available source. All applicants are required to have a Work Referral Slip, issued through the Union, in their possession on all projects.

It is agreed that members of the Union shall not refuse to work on the grounds that the Employer has hired an Employee who is not a member of the Local Union, provided that the provisions above have been met by the Employer.

In circumstances where a project requires specific certified training such as First Aid with C.P.R., Leadership for Safety Excellence (or equivalent) or H2S Alive, the Union will endeavour to supply members who are certified in such training.

The Union agrees that it will keep a permanent office or telephone service where a Business Agent or other authorized person can be communicated with on each normal working day. The Employer agrees to contact the Union office when Employees are required.

The Employer shall have the right to name hire all Employees. The Employer shall hire only good standing members of the Union through the appropriate Union office for the performance of all work within the scope of this Agreement.

3:04 A Journeyman or Apprentice/Improver who has not been determined as qualified for the Commercial/Institutional work may be employed at the discretion of the Employer at the Apprentice/Improver Probationary rate of pay for up to 5 working days during which the Employer will evaluate the Employee's qualifications. Qualified means having sufficient training and experience with a demonstrated aptitude for Commercial/Institutional work as evaluated by the Employer. If the Employee's qualifications are accepted within this period the Employee shall be paid at the appropriate rate retroactively to the first day of employment.

3:05 **Job Access**

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

3:06 **Stewards**

The Business Manager of the Union will notify the Employer of the appointment of a Job Steward. Each Steward at the time of his appointment shall be a qualified tradesman and member in good standing of the Union, and shall be one of the last men on the job.

The Employer shall recognize that the Steward is acting for the men as a whole and he shall not be discriminated against for expressing the wishes of the workmen, provided he does not violate his obligations to his Employer. The Steward shall have reasonable time to take care of all his duties and shall receive his fair share of overtime.

ARTICLE 4:00 TERMINATION OF EMPLOYMENT

4:01 When an Employee voluntarily terminates his employment, or is discharged for cause payment of all monies owing shall be made, or mailed by Registered Mail, to his last known address without undue delay but no later than the next regular pay day.

4:02 An Employee who is laid off will be paid all his monies due on termination where practical.

4:03 In all cases, the Employee's final pay will be accompanied by a copy of the Employee's Termination Slip, Record of Employment, and if applicable, Employment Documentation turned over to the Employee.

4:04 Where the Employer is supplying board and room or subsistence allowance, it shall be continued until the foregoing terms of this section are fulfilled.

4:05 Should the Employer fail to comply with the provisions set forth in Articles 4:01 and 4:02, the matter may be sent to Arbitration starting with Article 7:00 Step (X). In this case, the Arbitrator may choose to award the grievor(s) a minimum of eight (8) hours pay at straight time rate for each day he is kept waiting.

4:06 When a Employee is laid off or discharged or quits of his own accord, one (1) hour's notice shall be given by either party. In the absence of such notice by the Employer, then one (1) hour's pay must be paid. An Employee shall not be laid off prior to the termination of his shift.

4:07 **Reduction in Crews**

Should it be necessary to reduce the working force on the job the Employer agrees to lay-off or terminate his Employees in the following sequence:

- 1) Non-union Employee
- 2) Based on qualifications and ability:
 - I) Union member or travel card from other local unions
 - ii) Local 119 member or a non-union Employee who has signed an application to join the Union.

ARTICLE 5:00 MANAGEMENT RIGHTS

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

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

ARTICLE 6:00 WORK STOPPAGE

6:01 No Employer subject to this Agreement shall cause a lock-out during the term of this Agreement.

6:02 No Employee bound by this Agreement shall strike during the term of this Agreement. No person, Employee or Trade Union shall declare, authorize or participate in a strike or other collective action which will stop or interfere with production or counsel a strike or collective action to be effective during its term.

**ARTICLE 7:00 GRIEVANCE PROCEDURE
AND ARBITRATION**

7:01 It is the mutual desire of the parties hereto, that complaints of Employees shall be adjusted as quickly as possible. The Foreman or Supervisor shall be given the opportunity to adjust a complaint. When a complaint is reduced to writing it shall be termed a grievance.

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

7:02 A grievance shall mean any difference or dispute concerning the interpretation, application, administration or alleged violation of the Agreement and shall be handled in the following manner:

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

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

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

Optional Grievance Mediation

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

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

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

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

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

Arbitration

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

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

- Step IX: A single Arbitrator shall be selected by mutual agreement or if the Parties fail to agree on an Arbitrator within three (3) working days, a single Arbitrator appointed by the Minister of Labour shall hear any grievance which has been referred to Arbitration pursuant to this Agreement.
- Step X: Both parties to the dispute shall share equally the expenses and fees of the Arbitrator.
- Step XI: The Arbitrator shall sit, hear the parties, settle the terms of the question to be arbitrated and make its award within ten (10) days from the date of appointment, provided the time may be extended by the agreement of the Parties.
- Step XII: The decision of the Arbitrator shall be final and binding upon both Parties.

ARTICLE 8:00 JURISDICTIONAL ASSIGNMENT PLAN

- 8:01 Any jurisdictional dispute between the Union and any other Building and Construction Trades Union that involves any work undertaken by the Employer shall be settled in accordance with the Saskatchewan Jurisdictional Assignment Plan, established by *The Construction Industry Labour Relations Act, 1992*.
- Until such time as the Saskatchewan Jurisdictional Assignment Plan, established by *The Construction Industry Labour Relations Act, 1992*, comes into effect, it is agreed by the Employer and the Union that all jurisdictional disputes shall be settled in accordance with the Canadian Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, as approved by the Building and Construction Trades Department, AFL-CIO.
- 8:02 Jurisdictional disputes involving workers employed under this Collective Agreement shall henceforth be resolved under the provisions of the plan 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.
- 8:03 In the event that the Saskatchewan Jurisdictional Assignment Plan is not continued by Legislation during the term of this Agreement, the parties to this Agreement agree to continue the plan, including all of the rules, regulations, and procedures, as an Agreement between the parties.
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**ARTICLE 9:00 HOURS OF WORK, OVERTIME,
OVERTIME MEALS, SHIFTS, REST BREAKS,
SHOW UP TIME, CALL OUTS**

9:01 **Hours of Work**

This Article is designed to identify the regular hours of work and is not to be construed as a guarantee of hours of work per day, per week, or with respect to days in any week.

The regular work week shall be forty (40) hours of employment per week divided into five (5) regular working days. The regular work day shall be eight (8) hours of employment per day generally performed between the hours of 7:00 am and 5:00 pm. Lunch period shall be unpaid, one-half (½) hour or one (1) hour as agreed on the project. The Employees are to commence and complete their shift at the lunchroom.

As an option, the Employer may schedule the regular work week in four (4) consecutive (10) hour days, at straight time rate, provided only that the four (4) ten hour days are scheduled during the Monday to Friday period.

9:02 **Overtime**

Employees shall receive one and one-half (1.5x) their regular rate of pay for all hours worked in excess of ten (10) hours per day. Employees shall receive one and one-half (1.5x) times their regular rate of pay for all hours worked in excess of forty (40) hours from Monday to Friday. Employees shall receive one and one-half (1.5x) their regular rate of pay for all hours worked on Saturdays or Sundays. Saturdays may be worked as a make up day when weather conditions have caused lost time during the regular work week. Work performed on a make up day shall be voluntary and shall be paid at the straight time (1x) rate. Employees shall receive one and one-half (1.5x) the regular rate of pay for all hours worked in excess of eight (8) hours on a make up day.

All hours worked on Recognized Holidays shall be paid at double time (2x).

Occupied Premises

Notwithstanding all of the above, where the conditions of the job are such that work must be carried out on occupied premises, then the work may be done at regular straight time rates during any hours or days, including Saturdays and Sundays, and overtime rates will apply for all hours worked over 40 hours in any one week period. Overtime rates will apply for all hours worked in excess of ten (10) hours on any shift. Any shift other than day shift shall be subject to shift premiums.

9:03 **Overtime Meals**

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

9:04 **Shifts**

- (a) Shifts other than regular hours may be worked provided the shift lasts more than two (2) consecutive days. Shifts other than day shift may commence anytime between the hours of 12:00 noon and 4:00 a.m.

No Employee shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. An Employee shall continue to receive the overtime rate after each shift until a break of eight (8) consecutive hours occurs.

Any shift other than a day shift shall be classed as a second or third shift. A premium of two dollars and fifty cents (\$2.50) effective February 27, 2011, two dollars and seventy-five cents (\$2.75) effective October 30, 2011, three dollars (\$3.00) effective October 28, 2012 shall be paid for each hour worked on the second and third shifts.

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

9:05 **Rest Breaks**

Each Employee shall be allowed two ten (10) minute rest breaks, one during the first half of a shift and one during the second half of a shift. Rest breaks may vary by mutual consent of the parties.

If work is to continue for more than one (1) hour past the scheduled shift, a rest break of ten (10) minutes shall be taken by the Employees at the end of the scheduled shift.

When the Employee works more than two (2) hours beyond the regularly scheduled shift the Employer shall provide a meal and beverage (hot where possible) after the first two (2) hours of additional time.

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

9:06 **Show Up Time**

- (a) When an Employee reports for work but is not placed to work or is unable to continue to work because of inclement weather or any other reason beyond the control of the Employer, the Employee shall receive a minimum of two (2) hours pay at the straight time rate, or the actual working or waiting time, if greater than two (2) hours.
- (b) The decision and instructions to start or cease waiting or working shall be made by the Employer, in consultation with the Steward. Employees who fail to comply with such decision or instruction shall not be entitled to show up time.
- (c) Should an Employee be unable to work for the reasons stated in this Clause, the Employee will receive Board and Room Allowance or Subsistence for that day if applicable.

9:07 **Call Outs**

Employees who have performed work during the day and who respond to a request to return to work additional time shall receive a minimum of two (2) hours pay at the applicable rate or for actual hours worked whichever is greater.

ARTICLE 10:00 RECOGNIZED HOLIDAYS AND ANNUAL VACATION

10:01 (a) The recognized holidays shall be as follows:

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

- (b) Under no circumstances shall any work be performed on Labour Day except in cases of emergency involving life or property. When a recognized holiday falls on a Saturday or Sunday, the next following work day shall be taken as an alternate day off. When two (2) recognized holidays fall on a succeeding Saturday or Sunday, the following Monday and Tuesday shall be taken off as alternate days. Employees who are required to work on a recognized holiday shall receive appropriate overtime. Holiday pay shall be as set out in the Appendices attached.
 - (c) When working a four day work week schedule, any recognized holiday falling on a Friday shall be observed on the preceding Thursday.
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(d) Any deviation to the foregoing must be mutually agreed upon by the Employer and Union Business Representative.

10:02 Recognized holiday pay shall accrue at four and one half percent (4.5%) of straight time earnings, and shall be paid each pay period with the Employee's regular pay.

10:03 Annual vacation pay shall accrue at six percent (6%) of gross earnings and shall be paid each pay period with the Employee's regular pay.

ARTICLE 11:00 WAGE SCALES AND FRINGE BENEFITS

11:01 Wages

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

Wages shall be paid each week by cash or cheque, or electronic direct deposit into the Employee's bank account of choice, at no cost to the Employee. A printed confirmation of earnings and deductions shall be included with cash pay or cheque, or for electronic direct deposits mailed to the Employee's address on record. Pay shall be on Friday before quitting time and not more than seven (7) days pay may be held back.

Fringe Benefits

11:02 The Employer shall contribute to all fringe benefits and trust funds in accordance with the attached Appendix A and forming part of this Agreement. Contributions to all trust funds shall be calculated in accordance with the applicable rate per hour stipulated in the attached appendixes for each hour worked by the Employee.

11:03 Where an Employee performs work that would require the Employer to contribute hourly contributions to each of the trust funds in the amounts specified in this Collective Agreement, then the Employer shall keep, and shall be deemed to have kept, such amounts separate and apart from his own monies and shall be deemed to hold the sums so deducted in trust on behalf of Employees until the Employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment, or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable trust fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the applicable fund as is herein before provided for, is deemed to be held in trust for the Trustees of that trust fund and such funds shall be deemed to be separate from, and form no part of, the estate in liquidation, assignment, or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

11:04 The Employer authorizes the Parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer.

(a) Health and Welfare Trust Fund

The Employer will contribute to the "Asbestos Workers Health and Welfare Trust Fund", to be established by a Joint Board of Trustees in accordance with the attached Appendix A and forming part of this Agreement.

The Parties to this Agreement shall appoint two (2) representatives each to represent the Union and the Employers on the Joint Board of Trustees referred to above. The Joint Trustees shall have complete responsibility for the selection, implementation and administration of the "Asbestos Health and Welfare Trust Fund". The four (4) Joint Trustees, representing their respective sides, shall vote on any decision affecting the Plan.

(b) Pension Trust Fund

The Employer will contribute to the Insulators Pension Trust Fund, to be established by a Joint Board of Trustees, in accordance with the attached Appendix A and forming part of this Agreement.

The Parties to this Agreement shall appoint two (2) representatives each to represent the Union and the Employers on the Joint Board of Trustees referred to above. The Joint Trustees shall have complete responsibility for the selection, implementation and administration of the Insulators Pension Trust Fund. The four (4) Joint Trustees, representing their respective sides, shall vote on any decision affecting the Plan.

(c) Education Trust Fund

The Employer will contribute to the Asbestos Workers Education Trust Fund in accordance with the attached Appendix A and forming part of this Agreement.

(d) Employee and Family Assistance Plan

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

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

Remittances and Reports

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

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

(e) **Labour Management Cooperative Trust**

Commencing February 27, 2011 and for the duration of this Agreement, the Employer agrees to contribute to the Heat and Frost Insulators and Asbestos Workers Labour-Management Cooperative Trust (“LMCT”) for each Employee in accordance with the attached Appendix A and forming part of this Agreement. The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the LMCT.

11:05

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

ARTICLE 12:00 APPRENTICE/IMPROVERS

12:01

See Appendix A #3.

ARTICLE 13:00 GENERAL WORKING CONDITIONS

- 13:01 The Employer shall supply rubber or polythene gloves if working with foam-glass and mastics. The Employer also agrees to supply hand cleaner and brushes when the men are working with all types of mastics. The Employer also agrees to supply major cutting tools. When the Employer supplies staple guns and banding tools, the Employer shall be entitled to require the Employees receiving such items to sign for same provided they are marked for identification, together with any acknowledgement of the price thereof of which the Employee shall be required to pay to the Employer. The Employer shall be entitled to deduct the price thereof from the Employee's wages if the same is not returned.
- 13:02 It shall be the responsibility of the Employer to supply a heated lunch room, separate change room and clean restroom on jobsites subject to prevailing conditions and joint responsibility.

ARTICLE 14:00 TOOLS AND EQUIPMENT

- 14:01 The Employer shall make available, when required by the Employees in the course of their employment, the tools and equipment generally considered the responsibility of the Employer. The Employer's tools shall not be subjected to negligent care or abuse, and any breakage or loss of any such tools shall immediately be reported by the Employee to his superior. The Employer shall provide locked facilities for the storage of Employees' tools. The Employer agrees to replace tools damaged through the fabrication and installation of stainless steel cladding.
- 14:02 Each workman shall possess and keep with him on the job at all times adequate tools. The Employer also agrees to supply major cutting tools overalls, gloves and hand cleaner when necessary. It shall be the responsibility of each Employee to provide and maintain in good condition the following list of tools:

	<u>3rd & 4th Year</u>	<u>2nd Year</u>	<u>1st Year</u>
1 knife	x	x	x
1 Pointer Trowel, 5" or 6"	x	x	x
1 Flat Trowel, 4 ½" x 11"	x		
1 Pruning Saw	x	x	x
1 Keyhole Saw	x	x	
1 8 ft. Tape	x	x	x
1 8" Scissors	x	x	x
1 12" Tinsnips	x		
2 Metalmasters (M1, M2)	x		
1 Pair 7" or 8" Nippers	x	x	x
1 Chicken Wire Hook	x		
1 4" Paste Brush	x	x	x
Springs or Rubber Bands	x		

	<u>3rd & 4th Year</u>	<u>2nd Year</u>	<u>1st Year</u>
1 Scratch Awl	x		
1 Set of Dividers	x		
1 Screwdriver Set	x		
1 Leather or Canvas Tool Pouch or Carryall	x	x	x
1 Tool Box	x	x	

ARTICLE 15:00 SAFETY AND PRODUCTIVITY

15:01 Safety

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

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

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

Furthermore, no part of this Agreement shall be interpreted so as to conflict with the Employer's or Employee's rights and responsibilities under the Occupational Health and Safety Act and the Occupational Health and Safety Regulations.

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

15:04 An Employee who is injured while working for the Employer and who is sent home because of such injury shall receive pay up to the end of the shift in which he was injured. The Steward will be allowed time to gather the injured worker's personal belongings as soon as possible after the accident and if the case warrants it, the Employer shall designate someone to accompany the injured worker to the doctor or hospital without loss of pay for the regular shift.

15:05 **Safety Orientation**

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

It is the responsibility of each Employee to hold current certification and maintain certification in Part 1 and Part 2. Employees requiring recertification in Part 1 and Part 2 shall be allowed a two (2) week grace period in which to recertify.

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.

15:06 **Productivity**

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

15:07 It is agreed that productivity and quality of work is one of the objectives of the Parties to this Agreement.

ARTICLE 16:00 TRANSPORTATION

Effective February 27, 2011 the transportation expense shall be the vehicle allowance rate published by Canada Revenue Agency for the maximum rate (generally for the first 5,000 km). The transportation expense shall be adjusted as the CRA rate changes and become effective on the same date as the next wage adjustments.

16:01 **Local Residents**

Local residents shall not be entitled to transportation allowances, transportation expenses, or room and board or subsistence.

16:02 **Free Zone**

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

16:03 **Transportation Allowance**

(a) **Daily Transportation**

When an Employee is required to supply his/her own transportation beyond the City Limits of Regina, Saskatoon or a temporary domicile, each Employee shall be paid a transportation expense of fifty-two cents (\$0.52) per road kilometre effective February 27, 2011. This transportation expense will be calculated from the City Hall of Regina or Saskatoon to the boundary of the project free zone and return daily. When an Employer is providing transportation, each Employee shall be paid an allowance equal to his/her straight time rate for the actual travel time over one half (0.5) hour daily.

(b) **Initial/Terminal Transportation**

On projects where board and room or subsistence allowance applies initial and terminal transportation expenses will be paid in accordance with 16:03 (a) once every 3 months. Free zone does not apply to initial/terminal transportation.

**ARTICLE 17:00 ROOM AND BOARD, SUBSISTENCE
OR CAMPS**

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.

17:01 On out of town projects where Employees do not commute daily from the cities of Regina, Saskatoon, or Prince Albert the Employer shall provide, at his option, one of the following:

- a) Suitable room in a hotel or motel plus board or board allowance at no cost to the Employee; or
- b) Subsistence allowance or
- c) A camp

17:02 **Room and Board**

In lieu of providing board the Employer shall supply each Employee board allowance as follows:

- i) Effective February 1, 2009 \$42.50 per day.
 - ii) Effective June 28, 2009 \$45.00 per day.
 - iii) Effective January 31, 2010 \$47.50 per day.
-

17:03 **Subsistence Allowance**

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

February 27, 2011	-	one hundred and ten dollars (\$110.00)
October 30, 2011	-	one hundred and fifteen dollars (\$115.00)
October 27, 2013	-	one hundred and twenty dollars (\$120.00)

- (b) Subsistence Allowance will be paid for bad weather days and make-up days which occur within the work week and for any recognized holiday which falls on a scheduled work day, other than a Monday or Friday (Monday or Thursday on a four day work week schedule), provided the Employee reports for work on the work day immediately preceding and following the recognized holiday.
- (c) An Employee shall forfeit subsistence allowance for absenteeism on any working day.

The above forfeiture of subsistence allowance shall be waived when the Employee's absenteeism on any working day or on Thursday, Friday and/or Monday, as outlined herein, is due to a bona fide illness or absence due to compassionate grounds satisfactory to the Employer and the Union.

Forfeiture of subsistence allowance may also be waived in other cases if the reason for absenteeism is acceptable to the Employer.

17:04 **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.
- (c) All camps shall be constructed and maintained in accordance with the camp standards of the Saskatchewan Provincial Building and Construction Trades Council. These standards are to be used as the minimum standards required for camps.



ARTICLE 18:00 SAVINGS CLAUSE

18:01 If any provision of this Agreement is in conflict with the laws or regulations of Canada or Saskatchewan, such provision shall be superseded by such law or regulation. Unless prohibited from doing so by such law or regulations, or by a ruling of any Court or board of competent jurisdiction which has declared any provision of this Agreement invalid or inoperable, the Association and the Union, within fifteen (15) days notice of either side upon the other, shall commence negotiations, the sole and restricted purpose of which shall be to provide adequate legal replacement of such provision.

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

ARTICLE 19:00 FAVOURED NATIONS

19:01 No agreement embodying any terms or conditions more favourable to any other Employer than the terms and conditions embodied in this Agreement shall be signed by the Union with any other Employer engaged in construction within the geographical jurisdiction of this Agreement. In the event that any more favourable terms or conditions are extended to any other Employer by the Union or included in any agreement signed by the Union with any other Employer and made operative during the life of this Agreement, then such more favourable terms and conditions shall immediately apply to this Agreement, and be in force and effect as an amendment to this Agreement as though included herein.

ARTICLE 20:00 BUILDING TRADES PER CAPITA

20:01 The Employer agrees to deduct from each Employee covered by the terms of this Agreement, five cents (\$0.05) per hour for each hour worked by the Employee. Such deduction(s) to be remitted not later than the fifteenth (15th) day of the following month and made payable to the 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.



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

21:01 Contract Administration and Industry Development Fees have been committed to develop and maintain Collective Bargaining Agreements and to create, support and promote programs to continually enhance the unionized construction product.

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

21:02 Each Employer subject to this Agreement shall contribute the following for all hours worked by each Employee:

(a)	SPB & CTC	\$0.05/hour
	CODC Fund	\$0.03/hour
(b)	CLR	\$0.10/hour
	CODC Fund	<u>\$0.03/hour</u>

TOTAL \$0.21/hour

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

21:03 Each Employer shall remit the total contributions in this Article no later than the fifteenth (15th) day of the month following, together with the Report Form provided for this purpose to CODC Construction Opportunities Development Council Inc., P.O. Box 4019, Regina, SK, S4P 3R9.

21:04 The Union shall provide a summary of the total hours worked by Employees for each Employer on a monthly basis and shall submit the list to CODC by the fifteenth (15th) of the month following.

21:05 In the event of a failure on the part of any Employer to contribute the funds as required in this Article, the SPB & CTC or CLR may collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision in this Collective Agreement, by either the SPB & CTC or CLR in its own name against the subject Employer. Such a grievance may be referred by the SPB & CTC or CLR to arbitration without being processed through any intervening steps other than written notice of the grievance and the reference of the grievance to arbitration. The parties to the grievance for the purposes of appointment of the Arbitrator shall be the SPB & CTC or CLR and the subject Employer. The unsuccessful party shall pay the costs of the Arbitrator. The SPB & CTC or CLR may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

21:06 **Saskatchewan Insulation Contractors' Association Fund**

In the further interest of enhancing the welfare of all persons dependent upon the Insulation Industry, Employers subject to this Agreement shall pay Ten cents (\$.10) per hour for all hours worked by Employees engaged in the Insulation Trade into an Industry Fund administered by the Saskatchewan Insulation Contractors Association not later than the 15th day of the following month.

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

22:01 The local Union may, in order to secure jobs for its members and contracts for Employers who are bound by this Agreement, but are bidding on contracts against contractors who are not parties to this Collective Agreement, amend or delete any of the terms and conditions in this Collective Agreement subject to the terms of Appendix "B".

ARTICLE 23:00 DURATION OF AGREEMENT

23:01 The Agreement shall be effective from February 27, 2011 and shall remain in full force and effect until October 31, 2014 or thereafter from year to year provided that any time not more than sixty (60) days and not less than thirty (30) days prior to expiry, either party may give the other party written notice to negotiate revisions thereto, and should such notice be given, the Parties shall, in accordance with the Saskatchewan Trade Union Act, bargain collectively with a view to renewal or revision of the Agreement or the conclusion of a new Agreement.


EACH OF THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT AND CAUSED IT TO BE SIGNED BY ITS DULY AUTHORIZED REPRESENTATIVE(S) THIS 27th DAY OF February, 2011.

SIGNED ON BEHALF OF:

THE INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS AND ASBESTOS WORKERS, LOCAL 119



Chuck Rudder
Business Manager




Brad Vandale
President

SIGNED ON BEHALF OF:

CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF SASKATCHEWAN INC.



Perry Pugh
Trade Division Chairperson



Sid Matthews
CLR President

APPENDIX "A"
Commercial/Institutional

1. Union Recognition

The Employer recognizes the International Association of Heat and Frost Insulators and Asbestos Workers Local 119, Saskatchewan as the sole and exclusive bargaining agent for all Employees as outlined in the applicable trade appendix listed hereunder.

2. Classification and Wage Rates

	Feb 27/11	Oct 30/11	Oct 28/12	Oct 27/13
Journeyman/Mechanic	29.29	30.20	31.28	3% or CPI* plus 1%, whichever is greater.
Statutory Holiday Pay 4%	1.32	1.36	1.41	
Vacation Pay 6% 1.84	1.89		1.96	
Health and Welfare Trust Fund - ER *	0.90	1.16	1.26	1.36
Health and Welfare Trust Fund - EE *		0.44	0.44	0.44
Education Trust Fund	0.55	0.55	0.55	0.59
Pension Trust Fund - ER *	3.20	3.30	3.40	3.50
Total Package	\$37.10	\$38.46	\$39.86	

* CPI based on Statistics Canada, for Saskatchewan, all items, annual for the 2012 calendar year.

*** Note:** ER - Employer Contribution
 EE - Employee Contribution - not part of the total package calculations.

Foreman - 10% above Journeyman/Mechanics Rate.
All foremen shall be Journeyman/Mechanics appointed by the Employer.

3. **Apprentice/Improvers**

3.1 Apprentice/Improvers shall be paid as follows:

Probationary Apprentice/Improver

0-200 hours 55% of Journeyman/Mechanic's rate

Apprentice/Improver

201-1600 hours 60% of Journeyman/Mechanic's rate

1601-3200 hours 65% of Journeyman/Mechanic's rate

3201-4800 hours 70% of Journeyman/Mechanic's rate

4801-6400 hours 80% of Journeyman/Mechanic's rate

6401 + hours 85% of Journeyman/Mechanic's rate

A Probationary Apprentice/Improver shall be paid 50% of the Journeyman/Mechanic's rate plus the Employer's contribution to the Education Trust Fund for the first 200 hours after which all other Employer contributions shall be paid. On out of town projects the Employer is entitled to hire one local probationary Apprentice/Improver.

The above schedule of hours will be replaced at such time as Provincial Apprenticeship Board, or its successor, establish other hours as the standard minimums for Saskatchewan.

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

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

An Apprentice, employed in Saskatchewan, who attends school and successfully completes a recognized Insulator Trade apprenticeship course in another province in Canada, will be eligible for wage increases based on the schedule for the Insulator Trade that is in effect in the applicable Province.

Apprentice/Improvers shall not be eligible for classification as Journeyman/Mechanics until they have served four (4) years in their trade and passed their Journeyman/Mechanic's test.

3.2 The ratio of Apprentice/Improvers to Journeyman/Mechanics will be as follows:

The first and fourth Employees on a project shall be qualified Journeymen/Mechanics. The second and third Employees may be Apprentice/Improvers, after which there shall be one Apprentice/Improver for each qualified Journeyman/Mechanic. A probationary Employee for the purposes of ratio is considered an Apprentice/Improver.

4. **Recognized Holiday Pay**

Statutory Holiday pay shall accrue at four and one half percent (4.5%) of straight time earnings, and shall be paid weekly.

5. **Vacation Pay**

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

6. **Health and Welfare Trust Fund**

Employer Contribution

The Employer will contribute ninety cents (\$0.90) per hour for each hour worked by each Employee covered by this Agreement into the "International Association of Heat & Frost Insulators and Asbestos Workers Local 119 Health and Welfare Trust Fund". Effective October 30, 2011 the contribution shall be one dollar and sixteen cents (\$1.16), effective October 28, 2012 the contribution shall be one dollar and twenty-six cents (\$1.26) and effective October 27, 2013 the contribution shall be one dollar and thirty-six cents (\$1.36).

Employee Contribution

The Employees agree to contribute to the Trust Fund forty-four cents (\$0.44) per hour worked effective February 27, 2011, which amount shall be deducted from the Employee's wages by the Employer and paid to the Health & Welfare Trust Fund.

Contributions will be submitted by the 15th of the month following the month in which the hours were worked and mailed to the address designated by the Fund Trustees for deposit to a Trust Fund Deposit Account established by the Fund Trustees.

7. **Pension Trust Fund**

Employer Contribution

The Employer shall contribute at the rate of three dollars and twenty cents (\$3.20) per hour of work performed by each Employee covered by this Agreement, and shall remit such contributions to the Insulators Pension Trust Fund by the 15th of the month following the month for which such contributions are payable, and mail to the address designated by the Joint Fund Trustees. Effective October 30, 2011 the contribution shall be three dollars and thirty cents (\$3.30) and effective October 28, 2012 the contribution shall be three dollars and forty cents (\$3.40) and effective October 27, 2013 the contribution shall be three dollars and fifty cents (\$3.50).

8. Education Trust Fund

The Employer will contribute fifty-five cents (\$0.55) per hour (see note below) for each hour worked by each Employee covered by this Agreement into the "Asbestos Workers Education Trust Fund". Effective October 27, 2013 the contribution shall be fifty-nine cents (\$0.59).

Contributions will be submitted by the 15th of the month following the month in which the hours were worked and mailed to the address designated by the Fund Trustees for deposit to a Trust Fund Deposit Account established by the Fund Trustees.

Note: See also #9 below.

9. Labour Management Cooperative Trust

Effective February 27, 2011, the Employer shall contribute five cents (\$0.05) per hour for each hour worked by each Employee covered by this Agreement to the Labour Management Cooperative Trust ("LMCT"). This contribution is outside of the Total Wage Package. Contributions will be submitted by the 15th of the month following the month in which the hours were worked and shall be combined with the fifty-five cent (\$0.55) contribution to the Asbestos Workers Education Trust Fund (see 8. above), resulting in a single remittance of sixty cents (\$0.60) per hour worked payable to the Asbestos Workers Education Trust Fund. Effective October 27, 2013 the single remittance shall be sixty-four cents (\$0.64) (fifty-nine cents (\$0.59) for the Asbestos Workers Education Trust Fund and five cents (\$0.05) for the LMCT) per hour worked payable to the Asbestos Workers Education Trust Fund.

The Asbestos Workers Education Trust Fund shall forward the LMCT contributions to the Local Union monthly. The Local Union shall forward said contributions to the LMCT via the Local Union Financial Secretary Monthly Financial Report.

APPENDIX B

Enabling Procedures

1. The term "enabled project" means a project or job covered by the Enabling Clause Information Sheet forming part of this Appendix.
 2. An Employer wishing to obtain agreement for an enabled project shall complete the Enabling Clause Information Sheet and forward it to the Local Union.
 3. In the event that the Local Union is prepared to amend or delete any of the terms or conditions in this Collective Agreement it shall, under the signature of the Local Union Business Representative or his designate, complete the Enabling Clause Information Sheet by certifying those terms or conditions which are to be amended or deleted and, in the case of an amendment, particulars of the amendment.
 4. The Local Union shall, at the time when the Enabling Clause Information Sheet is signed by the Local Union and is returned to the Employer, advise CLR Construction Labour Relations Association of Saskatchewan Inc. that it has agreed to an enabled project and file a copy of the enabling terms with CLR. The Local Union agrees, subject to the terms of this Appendix, to offer the same terms and conditions to other Employers bidding on the enabled project.
 5. The Employer shall, upon receipt of the Enabling Clause Information Sheet signed by the Local Union, be entitled to bid on the enabled project using the terms contained in the Enabling Clause Information Sheet. Except as specifically modified in the Enabling Clause Information Sheet, the Employer shall be governed by the terms and conditions of this Collective Agreement.
 6. The parties specifically acknowledge and agree that the issuance of an Enabling Clause Information Sheet shall be at the sole discretion of the Local Union. The parties further acknowledge and agree as follows:
 - (a) the terms and conditions granted in respect to an enabled project apply only to Employers, whether contractors, subcontractors or otherwise, who are parties to this Collective Agreement.
-

- (b) where an Employer subcontracts work to a party who is not a party to this Collective Agreement, the Enabling Clause Information Sheet signed by the Local Union shall be of no effect and the Employer shall not be entitled to rely upon any of the terms and conditions set out in the Enabling Clause Information Sheet but shall be subject to the terms and conditions of this Collective Agreement.
 - (c) where an Employer is, in the opinion of the Local Union, in any way, associated or affiliated with, or the directors, officers or Employees of an Employer carry on the same or a similar business through, an entity that is not a party to this Collective Agreement (such an entity being hereafter referred to as a "related organization"), that Employer shall not be eligible to obtain or rely upon an Enabling Clause Information Sheet under this Appendix nor shall such Employer be entitled to any information on the terms of an Enabling Clause Information Sheet issued to any other Employer under this Appendix unless the Employer provides assurances, satisfactory to the Local Union, that the enabled project will only be bid by it and not by any related organization.
7. The terms of an Enabling Clause Information Sheet shall continue for the duration of the enabled project notwithstanding that this Collective Agreement may expire prior to the completion of the project.
8. The exercise by the Local Union of any discretion under this Appendix shall not be subject to any grievance or arbitration procedure.
-

ENABLING CLAUSE INFORMATION SHEET

DATE: _____

TO: Local Union _____ _____	Telephone: _____ Facsimile: _____
--------------------------------	--------------------------------------

FROM: _____ _____	Telephone: _____ Facsimile: _____
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Please accept this as a request to bid the project outlined herein under the terms of the enabling provisions of the Saskatchewan Provincial _ Agreement currently in force.
(Trade)

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

KNOWN BIDDERS:	
UNION	NON-UNION

The following items are agreed to for the duration of this project only.

ITEM	DESCRIPTION

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

Business Representative, Local Union

Contractor Representative

LETTER OF UNDERSTANDING

BETWEEN

EACH OF THE UNIONIZED EMPLOYERS IN THE INSULATOR TRADE DIVISION OF THE CONSTRUCTION INDUSTRY (for Commercial/Institutional Construction in the Province of Saskatchewan) 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 the "Employer")

- AND -

**THE INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS
AND ASBESTOS WORKERS LOCAL 119**

(Hereinafter Referred to as the "Union")

RE: SECTOR MOBILITY- Non Core Crew

WHEREAS the Union and the Employers, as Parties to the Provincial Insulators' Agreement (for Commercial/Institutional Construction in the Province of Saskatchewan), (the "Agreement"), have and continue to expend considerable efforts to strengthen their market position in the Commercial/Institutional sector of the construction industry in Saskatchewan and,

WHEREAS it is not the intent of the Parties to encourage employees to abandon working in the Commercial/Institutional Sector, but to provide opportunities for employees in the Commercial/Institutional Sector ("employee(s)") to gain some exposure to work requirements in the Industrial Sector from time to time, which may assist in the retention of employees in the Commercial/Institutional Sector,

THEREFORE IT IS AGREED as follows:

1. Non Core Crew employees will be eligible and may be employed on industrial projects provided that the employee:
 - has been employed for at least 12 months within the previous 18 months by the Employer
 - must obtain a NEW referral for industrial work from the Union office before commencing work at the industrial project
 - is employed under the terms and conditions of the Industrial Agreement at the industrial project
2. An eligible employee may work on an industrial project or projects for a term of up to a maximum of 320 hours in any 12 month period and will not be eligible for another term of employment on an industrial project until after 12 months following the previous term. In the event the work will exceed the 320 hours maximum, the employee may be replaced by another employee under the same terms as this Letter of Understanding. Should another employee not be available, the Employer shall make a request for additional workers from the Union's hiring list. In the event that additional workers are not available from the hiring list, the 320 hour maximum shall not apply.


3. Employees must report to the Union all hours worked on an industrial project when they have worked the 320 hour maximum or upon project completion, whichever is sooner. Failure of an employee to report his hours on a timely basis or exceed the 320 hour maximum will result in the employee forfeiting further opportunities as provided in this Letter of Understanding.
4. This Letter of Understanding is intended to work in conjunction with the current Article 4:03 - Hiring - and Letter of Understanding - Core Crew - of the Industrial Agreement.

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


Signed this 27th day of February, 2011.

SIGNED ON BEHALF OF:

**THE INTERNATIONAL ASSOCIATION OF HEAT &
FROST INSULATORS AND ASBESTOS WORKERS
LOCAL 119**



Chuck Rudder
Business Manager



Brad Vandale
President

SIGNED ON BEHALF OF:

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



Perry Pugh
Trade Division Chairperson



Sid Matthews
CLR President