

PROVINCIAL IRON WORKERS' AGREEMENT

BETWEEN:

EACH OF THE UNIONIZED EMPLOYERS IN THE IRON WORKER TRADE DIVISION IN THE COMMERCIAL, INSTITUTIONAL, INDUSTRIAL AND RESIDENTIAL SECTORS 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 the "Employer")

- AND -

THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS, LOCAL UNION NO. 771

(Hereinafter referred to as the "Union")

Expires April 30, 2004

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

LOCAL RESIDENT - for purposes of hiring, initial, terminal or rotational transportation, camp accommodation, suitable commercial accommodation and board or subsistence allowance, local resident means an Employee whose residence is within one hundred (100) kilometres of a project.

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

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

ARTICLE 1:00 PURPOSE

- 1:01 The purpose of this Agreement is to promote harmony between the Parties, facilitate the peaceful adjustment of all disputes and grievances, and to prevent strikes, lockouts and any unnecessary expense or delay in the work involved.
- 1:02 This agreement includes provisions to pay reasonable expenses on behalf of the Employees. The payment of reasonable expenses is not intended to provide supplementary income. The Employer may require each Employee who receives an expense reimbursement or allowance to sign a Canada Customs and Revenue Agency TD4(1998) Declaration of Exemption form, or its equivalent, declaring that they qualify for and have incurred expenses in the amount of the reimbursement or allowance.

ARTICLE 2:00 RECOGNITION AND SCOPE

- 2:01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of the Employees as defined in this Agreement in all matters pertaining to wages, hours of work and working conditions.
- 2:02 This Agreement shall operate for the benefit of and be binding upon the Parties hereto and the members of the Parties hereto.
- 2:03 This Agreement shall apply to all of the Employees of the Employer within the Province of Saskatchewan and that part of the Northwest Territories between longitude 102 degrees west and longitude 110 degrees west who are engaged in but not necessarily limited to the following:
- (i) The field fabrication, erection, installation, welding, demolition, revision, sorting, cutting, bending, hoisting, racking, placing (including wire mesh), burning, tying of all materials used to reinforce concrete, construction, repair and dismantling of all Structural and Miscellaneous Steel and Ornamental Metals, as well as the moving, loading, and handling of the said materials on construction sites.
 - (ii) Where precast, prestressed, reinforced concrete, structural and architectural members (columns, beams, girders, slabs, etc.) are used in the construction of buildings, bridges and other structures and power equipment such as derricks, cranes, jacks and/or rigging is used, the work of loading, unloading, moving and placing to complete erection and dismantling of same shall be performed by Iron Workers.
 - (iii) The rigging, moving, handling, and placing of all machinery and equipment including the erection and installation of conveyors and overhead cranes.
 - (iv) Metal windows, all curtain wall installations, cladding, all corrugated sheet metal fastened to structural or architectural members or sections.

ARTICLE 3:00 JURISDICTION

3:01 The Employer recognizes the work jurisdiction of The International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, as set out above and in the Jurisdiction of Work of this Agreement. Such Jurisdiction of Work is subject to applicable Trade Agreements.

3:02 Pre-Job and Mark-up Conferences 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 Unions as to the projected scope of the contract, information pertaining to the Employer's intended supervisory staff and other relevant information including intended work assignments. Notification of the pre-job conference and hard copy documents to be presented shall be given to the Saskatchewan Provincial Building & Construction Trades Council and the office of the President of the Building Trades Department AFL-CIO with a minimum of fifteen (15) calendar days prior to the date set for the conference. The pre-job and equipment mark-up in all cases shall be held at least ten (10) calendar days before the work commences. The time limits set forth herein may be varied to suit unusual circumstances after consultation between the Employer and the Building Trades Council.

The Employer will arrange to have available for meetings general descriptions of the work to be performed, equipment lists defining whether the equipment will be received broken down into component parts or as a complete package, drawings and any other relevant information which will assist the Unions in understanding their individual jurisdictional roles. The Employer who will be installing process equipment may have a process engineer attend the mark-up portion of the meeting to explain the function of the equipment to be installed.

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.

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

3:03

This International Association claims for its members the fabrication production, erection and construction of all iron, steel, ornamental lead, bronze, brass, copper, aluminum, steel, glass, all ferrous and non-ferrous metals and plastics; precast, prestressed and poststressed concrete structures, agitators, air ducts, anchors, application of all sealants such as Thiokol, Neoprene and similar types used to seal metal to metal surfaces; access door and frames; air conditioner cans; amusement equipment; anchors; Geodesic and other domes, decking, diagrams and other roofing systems; agents and ticket booths, aprons, aqueducts, atriums, awnings acoustical elements, sound barriers, computer floors, bells, bank fixtures, barioist, blast furnaces, book stacks, buildings, boilers and stokers (sectional water tube, and tubular), boxes, bracing, brackets, bridges and bridge rail, bridge viaducts, bucks, bulkheads, bumper and bumper posts, bunkers, cableways, cableslots and cablewells, cages, caissons, canopies and unistrut canopies, car-dox and carports and enclosures, cart lift fronts, caps, cast tiling, cat walks, chutes of all types, circuit breakers, clips, clocks, collars, column casings, column cladding, column covers, concentrators, counter supports, conservatories, conveyors, coolers, coping, carbels, corrugated sheets when attached to steel frames, including insulation; cranes (the erection, installation, handling, operating and maintenance on all forms of construction work), all types of cranes including jib-cranes; crushers, cupolas, curb guards, theater curtain and back stage lifts, curtains, curtain wall, window wall and substitute systems, stone curtainwall, dams (cofferdams), decking (metal); roof decking (such as but not limited to "Cofar" and similar type materials, as well as "Trusdeck", Mahon "M" deck and other dual purpose type roof deck), decorations and displays, dismantling and loading out conveyors, aggregate plants, batch plants, refrigeration plants, derricks including jumping and servicing of hoisting equipment and personnel hoists, directory boards, room dividers, docks and dock levelers, doors, metal or metal clad doors and frames; glass doors, hangar doors, patio doors; rolling doors; rolling fire and iron doors; sliding doors; maintenance of doors; fire doors; rolling shutter door; door plates; draft curtains; drapery track; domes, dredges, drums, duct and trench frames and plates, duct supports, dumb waiter enclosures and fronts, dumpers, duorails, drywall, metal trim; electrical supports, elevators, elevator cars, elevator fronts and enclosures, elevator dust covers and fascia; enamel tanks, enamel vats, ceramic, laminated spandrelite, entrances, erection of steel towers, erection and dismantling of Monigan walking dragline and all other draglines; launchhammer bucket wheel excavator and other trenching equipment; signaling on highlines, whirley cranes and derricks, buck hoists, man hoists, fork lifts, material towers and scanning antennae; assembling and erection of offshore drilling platforms or similar installations; escalators, escalator trim, approaches and subframing, expanded metals, expansion joints; erection, rigging or dismantling of all false work; fascias, fascia soffits, fascia entrances and panels, falsework, fans and hot rooms, fencing of all types, fiberglass or substituted materials, fire equipment, breaks, stops and fire escapes, fins, flag poles, floor construction and flooring, floor plates, flumes, frames, frames in support of boilers, erection, rigging or dismantling of all framework, sheet metal on fence framework;

highway metal plate guardrail, highway delineators and reflectors (metal or synthetic); guard cable; highway safety devices; fronts, fur and storage rooms, gates and collapsible gates, generators, grating, grillage and foundation work, grills, grill work, guards, guides, greenhouses, guardhouses, gymnasium equipment, handrails, (aluminum, glass, metal and plastic); hangers, hanging ceilings, hardware and screens, hoppers, hospital room t.v. supports and gas supports, hot rooms, inclines, iron doors, jail and cell work, jail cell beds, benches, bunks, chairs, tables, mirrors; jail cell access doors; joists (precast, prestressed and poststressed), all types of cranes including jib-cranes; kalomeined doors, kilns, laminated wood structures, laser beams, lintels, lockers, locks and locksmithing, louvres, machinery (moving, hoisting, lowering and placing on foundations), making and installation of all articles made of wire and fibrous rope; marquees, material altered in field such as: framing, cutting, bending, drilling, burning and welding by acetylene gas and electric machines; erection of all curtain wall, window wall, glass, metal floor decking, metal forms and falsework pertaining to concrete construction, metal furniture, metal strips or tight lacing for decorative or protective purposes, metal windows and enclosures, mixers, modular buildings, monorails, multi-plate, name plates and nosings, nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts, the plumbing, aligning and leveling of all materials and equipment through the use of optical instruments, operating devices, operating and dental room light equipment; oxygen and gas pipe supports, ovens, pans, panic devices and locks, panels (insulated and non-insulated, factory and field assembled), Q-panel; any type panel pertaining to curtain wall whether it be stone aggregate or precast; partitions, toilet partitions and supports; pen stocks, pile drivers, pipe railing, pipe supports, plaques; plastic and synthetic fences; platforms; playground equipment; poles; poster frames; porch supports; plates and plate pit liners, porcelain enameled panels, prefabricated metal buildings, preglazed windows, storefront, and window walls; pulverizers, reinforcing steel, racks, railing (including shipyards, navy yards, vessels and government departments), rigging in connection with display shoes, roofs, mansard roofs, space roof systems, rolling grills and shutters, rotors, safe deposit boxes, night depositories and drive-up equipment, safety devices, safes, sash, preglazed sash, steel and aluminum sash, scaffolding, scenery equipment; sculptures and art objects; scum plates; sills and sill plates; seats; seating and plank seating; security doors; security door frames; shafting, sheet piling, shelving, shoring, sidewalk and vault lights, signs, signaling, rigging and hoisting involved with the use of helicopters; skate wheels; skip hoists, skylights, slope wall; smoke conveyors, smoke plates, space frames, solar energy panels, spandrels (metal and precast concrete), spillways, stacks, stacker cranes, stage equipment and counterweight system and rigging for asbestos curtain, stairways, including pre-engineered stairs; all types of stairs, stairing and steel supports; steel and fire proof curtains; storefronts and entrances; stators, stokers, storage racks used as an intrinsic part of a building, storage rooms, stoves, subways, sun shades, support brickeall and steel granite; swimming pool equipment; switch gear, tables, towers, tanks, target ranges; target range baffles, booths and conveyors; temporary fencing; thimbles; thresholds, tracks, and guides, track frames; tramways, transformers, travelers, traveling sheaves, trellises; trim on vaults, turnstiles; trusses (steel, Howe and combination trusses), tunnels, turbines, all translucent and plastic material on steel frame construction, vats, vault doors, vaults, ventilators, vertical hydraulic elevators, pressure vessels and vessels of all types, wire mesh, wire work; wall, stub, stud wall tires; wainscoting; waste compactors; weather stripping, weather vanes, viaducts, weirs and weir plates, welding machines, wheel guards, winches, windows, window cleaning equipment, window washing hooks , window and door screens and brackets, window stools, wickets, window washer track, x-ray equipment, x-ray support. Aligning, leveling and surveying in conjunction with

steel or machinery erection. The loading, distributing, stockpiling and handling of all materials coming under the jurisdictional claims of the Union. All layout work for the above regardless of equipment needed to perform operations; all work in connection with starting, stopping, operating, maintaining all equipment used in the performance of the above listed work; and all labour involved in water and wind testing of windows and curtain wall. Ornamental lead shall consist of the distributing, erection, installation, removal, replacement, handling, cutting, bending, rigging, jobsite fabrication, framing, drilling, fitting, burning, incidental building of scaffolding, welding by combination of various gases and electricity. All reinforcing work in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying of all material used to reinforce concrete construction shall be done by Iron Workers. Erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading, racking, sorting, cutting, bending, hoisting, placing and tying, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms, G.F.R.C., Dryvit System, including the securing by bolting and/or welding and the installation of steeltex and wire mesh of any type when used for reinforced concrete construction.

Alteration, wrecking, dismating and repair of all of the above and all housesmith work and submarine diving in connection with or about the same. The above claims are subject to Trade Agreements and decisions of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry of the Building and Construction Trades Department. The demolition of all of the above work shall be done by Iron Workers.

**ARTICLE 4:00 JURISDICTIONAL DISPUTES
RESOLUTION**

4:01 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 5:00 NO STRIKES OR LOCKOUTS

5:01 The Employer agrees that there shall be no lockouts during the term of this Agreement.

5:02 The Union agrees that there shall be no strikes or other collective action which would stop or interfere with operations during the term of this Agreement.

ARTICLE 6:00 UNION SECURITY

- 6:01 It is agreed that only members in good standing with Local No. 771 shall be employed by the Employer on work coming within the scope of this Agreement.
- 6:02 It shall be the responsibility of the Union to determine when a member is in good standing.
- 6:03 The Employer shall notify the Union when Employees are required, and shall employ them through the Business Office of Local Union No. 771. It is agreed that on a project by project basis the Employer shall be able to name hire all Foremen. In addition to the Foremen the Employer shall be able to name hire 25% of his crew and the first member of the crew may be a name hire.
- All Iron Workers dispatched by Iron Workers, Local Union No. 771 shall obtain a referral slip from the Local Union office prior to commencement of work.
- 6:04 The Union will make every effort to secure and supply such additional Employees as specifically requested by the Employer.
- 6:05 If the Union does not dispatch such additional Employees within twenty-four (24) hours for Reinforcing Iron Workers, or forty-eight (48) hours for Structural Iron Workers, the Employer shall have the right to employ any available Employees at that time. The Employer will advise Local Union No. 771 of the names of such Employees they hire and the location of the job on which they are employed. In such event, the Employees so hired shall, as a condition of maintaining their employment, make application to become members of the Union upon the expiration of thirty (30) days of their employment.

ARTICLE 7:00 DUES CHECK-OFF

- 7:01 (a) The Employer agrees to deduct and remit Union Dues, Field Dues in the amount of 2.8% of total package per hour for all hours worked, and/or assessments voluntarily authorized by the Employee in writing and shall deduct from the first pay period of each month, sums for monthly dues, said field dues and assessments as may be notified in writing by the Union in accordance with the local Union By-Laws. Such deductions shall be forwarded to the Financial Secretary-Treasurer of Local No. 771 on or before the 15th day of the month during which such deductions were collected. The remittance shall be accompanied by a statement of the names of the Employees from whom the sums have been deducted.
- (b) If any Employer is found by the Union to be in default in remitting payments required to be paid pursuant to this Article, the provisions of Article 17:01(b) shall apply to this Article and, for that purpose, the Union dues, field dues or assessments shall be considered “trust funds” and the employer shall be obliged to pay to the Union liquidated damages and interest calculated in accordance with the terms of Article 17:01(b).

7:02 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 Iron Workers Local Union No. 771. The Local Union shall forward said monies to the Saskatchewan Provincial Building and Construction Trades Council (SPB & CTC) at 2301G - 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.

7:03 Bulletin Boards

The Employer agrees to provide a bulletin board on each project for the posting by Stewards of notices of Union meetings or social activities. All such notices shall be signed by the proper Union official and no other notice shall be posted nor shall any meeting be held on Company property or on the site of an erection project without the approval of the Employer.

7:04 Stewards

The Union shall appoint or otherwise select a Job Steward on each job as necessary to assist the Company, the Union and the Employees in carrying out the provisions of this Agreement and it will be his duty to attend all complaints between the men on the job and the Company in an endeavour to reach settlement before these complaints become grievances. If on a large project it is necessary to appoint more than one Steward, the Union shall designate one of them as Chief Steward.

7:05 Stewards shall be qualified Journeyman Iron Workers, Employees of the Company, who are familiar with all erection operations. The Union shall provide the Company with names of all Stewards at the time of their appointment and before they assume their duties. The Steward shall be retained until the end of the job provided there is work available for which he is qualified. Otherwise the Union will be notified in order to appoint a successor. When a specific crew is working overtime and additional manpower is required for the overtime work, the Steward shall not be discriminated against and shall be given the right of first refusal to be retained when overtime is being worked for which he is qualified.

7:06 The Union acknowledges that Stewards and other Union Officers have regular work to do as Employees of the Company and such person shall not leave his job in connection with his duties as a Steward or other Union Officer without first obtaining the permission of his Foreman or immediate Supervisor. Such permission shall not be unreasonably withheld.

7:07 Under no circumstances shall Job Stewards or any Employee make any arrangements with the Foreman or management, or vice versa, that will change or conflict in any way with any sections or terms of this Agreement without approval of the Business Representative and the Employer.

7:08 Business Representative

The Business Representative of the Union shall be permitted on all jobs for the purpose of assisting in the carrying out of the provisions of this Agreement after reporting to the senior Employer Representative on the job, but will in no way interfere with the workmen in the performance of their duties.

7:09 Whenever security regulations prevent access to any job or project, the Employer or his Representative will give all possible assistance to the Business Representative in obtaining the necessary pass or permission to gain access to such job or project.

7:10 Notices

Any notice required to be given to the Union shall be effectively given when mailed to the International Association of the Bridge, Structural, Ornamental and Reinforcing Iron Workers, Local Union No. 771, 1235 Albert Street, Regina, Saskatchewan, S4R 2R4.

7:11 Any notice required to be given to the Company shall be effectively given when mailed to the office of that Company as listed in the latest issue of the telephone book or to such other address as the Company may have supplied to the Union in writing.

ARTICLE 8:00 MANAGEMENT RIGHTS

8:01 Nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management, including the making of rules relating to erection operations as it shall consider advisable, providing such rules shall not be inconsistent with the specific terms of this Agreement.

ARTICLE 9:00 PREVENTION AND SETTLEMENT OF DISPUTES

9:01 An Employee may take up any matter direct with the Company at any time and the Company retains the right to explain its views on any matter to its Employees directly, through a meeting, by notice or other lawful means.

9:02 It is the mutual desire of the Parties hereto that complaints of Employees shall be adjusted as quickly as possible and it is agreed that an Employee has no grievance until he has first given his Foreman or Supervisor an opportunity to adjust his complaint.

9:03 **Grievance Procedure**

Step 1: Any Employee who claims to have a grievance shall, along with the Job Steward if one has been selected on the job, refer the matter within three (3) working days of the occurrence of the event giving rise to the grievance to his immediate Foreman or Supervisor, who shall give a reply with respect thereto within twenty-four (24) hours.

Step 2: Should the reply of the Foreman or Supervisor be not acceptable, the claim shall be reduced to writing and submitted by the Union within five (5) working days of the receipt of the reply in Step 1 to the Foreman in charge of the project and to the designated office of the Company. The Company shall either request a further discussion with the Union Representative or render a decision in writing to the Union within five (5) working days following receipt of the claim. Any dispute or question between the Parties hereto arising out of the terms of this Agreement or respecting application or interpretation of same shall be considered a grievance and shall be dealt with in the manner herein provided.

9:04 If any Employee claims he has been unjustly discharged by the Company, his complaint shall be treated as a grievance if a written statement of claim is given by the Steward to the Foreman in charge of the project within twenty-four (24) hours of notice of dismissal and a written statement of claim is mailed by the Union Representative to the designated office of the Company within five (5) days of the notice of dismissal.

Unless the complaint is so reported within the specified time, his employment shall be deemed to have terminated when he was dismissed and such dismissal shall not constitute a grievance at a later date.

9:05 Should the Company have a complaint with respect to the conduct of the Union, its officers, committee men or stewards, the Company may process a grievance by submitting same in writing to a Union Representative. On receipt of the Company's grievance, the Union shall consider same and shall render a decision in writing to the Company within five (5) working days following receipt of the claim.

9:06 **Arbitration**

Any question as to the interpretation of this Agreement or any question of fact arising out of an alleged violation of the terms of this Agreement, which is not otherwise settled, shall be, at the request of either Party, submitted to a Board of Arbitration. The statement of the question to be arbitrated shall be mutually agreed upon at the time.

9:07 No matter may be submitted to arbitration which has not been properly carried through all the steps of the grievance procedure.

9:08 When either party requests that a question be submitted to a Board of Arbitration, they shall make such request in writing addressed to the other Party within five (5) days after the question has been dealt with in the final step of "Grievance Procedure", and at the same time shall nominate an arbitrator.

The other Party shall nominate an arbitrator within five (5) working days after receipt of the written notice. The two arbitrators so nominated shall meet, and if within a further five (5) working days they fail to settle the grievance, they shall attempt to select by agreement a Chairman of the Arbitration Board, who shall be entitled to vote and voice on all questions, but shall not be a member of the Company or of a Union. If they are unable to agree upon a Chairman within a further five (5) working days, then the Chairman shall be such member of the judiciary of the Province of Saskatchewan as the Minister of Labour of the Province may designate or appoint or if a judge is not available, then such person as the Minister may appoint.

9:09 The decision of the majority of the Board of Arbitration shall be final and binding upon the Company and the Union but the Board of Arbitration shall not have jurisdiction to set provisions of a new agreement, nor to make any decision inconsistent with the provisions of this Agreement, nor by its decisions, to change wholly or in part any provision of this Agreement.

9:10 The Company and the Union shall bear the expense of their respective appointees and shall share equally the expense of the Chairman and other expenses of the Arbitration Board.

9:11 The Provisions of the Saskatchewan Arbitration Act shall not apply to a Board of Arbitration established under this Section.

ARTICLE

10:00

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

10:01 **Hours of Work**

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

The schedule of hours of work as set down in this Agreement shall not be considered as a guarantee of hours of work per day or per week.

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

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

Employees shall be ready for work at starting time and shall remain at work until quitting time.

Any work performed outside of regular shift hours shall be paid for at the applicable overtime rate.

Underground Work

On industrial projects all Employees required to work underground shall be paid from collar to collar.

Five Day Work Week Schedule

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

The regular hours of work shall be classed as straight time and shall normally be performed between 8:00 a.m. and 5:00 p.m.

Four Day Work Week Schedule

Upon the request of either party, the decision to change the work week to a four day work week schedule shall be discussed with the other party prior to implementation.

When working a four day work week schedule, the regular hours of work shall be ten (10) hours per day Monday through Thursday inclusive.

10:02

Overtime

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

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

All hours worked between midnight Friday and midnight Sunday shall be paid at the rate of double time.

Lunch Breaks During Overtime Hours

When overtime begins immediately after the regular work day and is to continue for more than two (2) hours, where it is practical to do so, the Employee shall be provided with a hot meal after the first two (2) hours of overtime and a hot meal every four (4) hours thereafter. The Employee shall be allowed a twenty (20) minute meal break and shall be compensated at the applicable rate of pay.

If a hot meal and meal break is not provided, each Employee shall receive one (1) hours pay at the applicable rate of pay.

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).

Four Day Work Week Schedule

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.

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.

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.

Saturdays, Sundays and Holidays

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

10:03

Show Up Time

- (a) When work cannot proceed on any day due to inclement weather or other emergency beyond the Company's control, Employees will be paid not less than two (2) hours' pay, provided that the Employee has reported for work and remains on the job for the full two (2) hours. The Employees entitled to Board expenses will receive the regular allowance for the day.
- (b) When an Employee has been notified prior to leaving his place of residence not to report for work, the two (2) hours reporting time in 10:03(a) shall not apply, but shall receive subsistence allowance where applicable.
- (c) If on any project, work cannot proceed due to shortage of material or other reason within the control of the Company, men living away from home will either be returned home or at the option of the Employer, and with the consent of the Employees, will be paid four (4) hours for each day that the work is delayed.

10:04

Call Outs

An Employee called out for work after he has completed his regular shift and has gone home shall be given not less than three (3) hours' work, or if the work is not available, shall be paid for three (3) hours at overtime rate.

The Company may call men out to unload or to do such work as may be necessary to protect property during inclement weather. The Employee shall receive not less than three (3) hours' pay at the appropriate rate (ie. straight time or double time) for each time called out.

10:05 **Shifts**

A premium of two dollars and fifty cents (\$2.50) shall be paid for all hours worked on second and third shift operations.

Employees shall be given twenty-four (24) hours notice of shift change. If twenty-four (24) hours notice is not given, the applicable overtime rate shall apply to all hours worked. In special circumstances the twenty-four (24) hour notice requirement may be waived with the mutual consent of the Employer and the Union Business Agent.

10:06 **Rest Breaks**

It is agreed that all Employees of the Employer covered by this Agreement will be permitted time in the morning and afternoon to drink coffee or refreshments on the job during the regular working hours. It is, however, understood that this shall be done in such manner as to not stop the normal operation of the job.

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

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.

ARTICLE 11:00 WORKING CONDITIONS

11:01 Employees will be allowed time to gather and put away all their working tools and equipment prior to quitting time.

11:02 The Employer shall furnish suitable drinking water from a piping system or from a clean, covered container having a drain faucet, together with disposable cups.

11:03 The Employer shall provide a heated lunchroom of adequate size in which Employees may change and dry their clothes on all jobs of sufficient length to justify the provisions of such a room. Cleanliness and good housekeeping shall be maintained in the lunchroom/change room.

11:04 The Employer shall provide, when necessary, a gang box with lock for the safekeeping of Employees' personal tools.

11:05 Where wash-up facilities are not provided, hand cleaners will be made available for the use by the Employees. Wherever practicable, the Employer will provide sanitized toilets, which will be heated in cold weather, on jobs of sufficient length to justify this provision.

11:06 **Clothing Insurance**

The Employer will maintain insurance to cover Employees' clothing while on company property or in company change houses against loss or damage by fire or theft reported to the police to a maximum of five hundred dollars (\$500.00) per Employee.

11:07 (a) **Welding Equipment**

The Company will supply welding helmets, goggles, welders' gloves and welding jackets and welding aprons when necessary.

(b) **Tools**

All Structural Iron Workers, all Welder Iron Workers and all Reinforcing Iron Workers shall supply their appropriate rigging belt to carry tools. The company shall supply all hand tools and equipment necessary to complete the job except crescent wrenches, tapes, bull pins, wire reels and pliers. All tools shall be signed for upon the commencement of the job and returned to the Company and signed for upon termination of employment.

The company shall replace all broken hand tools provided said tools are turned into appropriate company representative.

(c) Leather faced gloves shall be provided to all Iron Workers at the start of employment and will be replaced as required on a turn-in basis.

11:08 An Employee will be deducted from his outstanding wages for costs of tools, equipment and items contained in 11:07 (a), 11:07 (b), and 11:09 if the Employee fails to return same to the Employer upon termination of employment.

11:09 **Protective Clothing**

On abnormally dirty maintenance, revamp, repair and postentioning work, in which the Employees' clothes may be abnormally or permanently damaged, the Employer shall supply clean and maintain the necessary protective clothing at no cost to the Employee for all Employees covered by this Agreement. The Employer shall supply rain gear at no cost to the Employee when, the Employer deems, weather conditions warrant it.

11:10 **Safety Provision**

(a) The Employers and Union recognize that all work shall be performed in accordance with those regulations of the Occupational Health and Safety Act for the Province of Saskatchewan which apply to the Construction Industry.

- (b) 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.

Effective January 1, 2002, 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.

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

11:11

Riveting

Riveting gangs shall be composed of not less than four (4) men at all times.

ARTICLE

12:00

**JOINT CONFERENCE
COMMITTEE**

12:01 In consideration of the mutual benefits likely to be obtained by way of a more harmonious relationship between the Employer and the Union, a Joint Conference Committee shall be established.

12:02 This Committee shall consist of not more than three (3) members from each side. This Committee shall meet twice per year or at any other time deemed necessary by either party to this Agreement, and shall be authorized to investigate, assess and recommend solutions to the various problems for the betterment of the Industry.

ARTICLE 13:00 WAGE SCALES & FRINGE BENEFITS

13:01 The minimum wage rate for Journeymen Iron Workers shall be as follows:

Structural

(a) Effective August 5, 2001

Classification	%	Basic Hourly Rate	Recog Holiday Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Trade Improve	Total Package
Journeyman		25.05	1.00	1.56	1.45	4.50	0.50	\$34.06
Apprentice (hours)								
5400 or more	100	25.05	1.00	1.56	1.45	4.50	0.50	\$34.06
3600 - 5399	85	21.29	0.85	1.33	1.45	4.23	0.50	\$29.65
1800 - 3599	70	17.54	0.70	1.10	1.45	3.48	0.50	\$24.77
0 - 1799	60	15.03	0.60	0.94	1.45	2.98	0.50	\$21.50

(b) Effective April 28, 2002

Classification	%	Basic Hourly Rate	Recog Holiday Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Trade Improve	Total Package
Journeyman		25.79	1.03	1.61	1.45	4.75	0.50	\$35.13
Apprentice (hours)								
5400 or more	100	25.79	1.03	1.61	1.45	4.75	0.50	\$35.13
3600 - 5399	85	21.92	0.88	1.37	1.45	4.35	0.50	\$30.47
1800 - 3599	70	18.05	0.72	1.13	1.45	3.58	0.50	\$25.43
0 - 1799	60	15.47	0.62	0.97	1.45	3.07	0.50	\$22.08

(c) **Effective May 4, 2003**

Classification	%	Basic Hourly Rate	Recog Holiday Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Trade Improve	Total Package
Journeyman		26.56	1.06	1.66	1.45	5.00	0.50	\$36.23
Apprentice (hours)								
5400 or more	100	26.56	1.06	1.66	1.45	5.00	0.50	\$36.23
3600 - 5399	85	22.58	0.90	1.41	1.45	4.48	0.50	\$31.32
1800 - 3599	70	18.59	0.74	1.16	1.45	3.69	0.50	\$26.13
0 - 1799	60	15.94	0.64	1.00	1.45	3.16	0.50	\$22.69

Reinforcing(a) **Effective August 5, 2001**

Classification	%	Basic Hourly Rate	Recog Holiday Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Trade Improve	Total Package
Journeyman		23.73	0.95	1.48	1.45	4.50	0.50	\$32.61
Apprentice (hours)								
4000 or more	100	23.73	0.95	1.48	1.45	4.50	0.50	\$32.61
3000 - 3999	85	20.17	0.81	1.26	1.45	4.00	0.50	\$28.19
1500 - 2999	70	16.61	0.66	1.04	1.45	3.30	0.50	\$23.56
0 - 1499	60	14.24	0.57	0.89	1.45	2.83	0.50	\$20.48

(b) **Effective April 28, 2002**

Classification	%	Basic Hourly Rate	Recog Holiday Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Trade Improve	Total Package
Journeyman		24.44	0.98	1.52	1.45	4.75	0.50	\$33.64
Apprentice (hours)								
4000 or more	100	24.44	0.98	1.52	1.45	4.75	0.50	\$33.64
3000 - 3999	85	20.77	0.83	1.30	1.45	4.12	0.50	\$28.97
1500 - 2999	70	17.11	0.68	1.07	1.45	3.40	0.50	\$24.21
0 - 1499	60	14.66	0.59	0.92	1.45	2.91	0.50	\$21.03

(c) **Effective May 4, 2003**

Classification	%	Basic Hourly Rate	Recog Holiday Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Trade Improve	Total Package
Journeyman		25.17	1.01	1.57	1.45	5.00	0.50	\$34.70
Apprentice (hours)								
4000 or more	100	25.17	1.01	1.57	1.45	5.00	0.50	\$34.70
3000 - 3999	85	21.40	0.86	1.34	1.45	4.25	0.50	\$29.80
1500 - 2999	70	17.62	0.71	1.10	1.45	3.50	0.50	\$24.88
0 - 1499	60	15.10	0.60	0.94	1.45	3.00	0.50	\$21.59

13:02 **Foremen**

Foremen shall be paid not less than three dollars and twenty five cents (\$3.25) effective August 5, 2001, three dollars and fifty cents (\$3.50) effective April 28, 2002, and three dollars and seventy five cents (\$3.75) effective May 4, 2003, more than the rate of Journeyman Iron Workers.

General Foreman

General Foremen rate of pay shall be the rate of Journeymen Ironworkers plus 2x the Foreman's premium.

13:03 Where two (2) or more Iron Workers are employed, one shall be selected by the Employer to act as Foreman and will receive Foreman's wages.

13:04 Northwest Territories Pay

Iron Workers will be paid not less than twenty-five cents (\$0.25) per hour more than the regular rate of pay while being employed in the Northwest Territories.

13:05 Payment of Wages**a) Pay Days and Pay Periods**

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

b) Method

Wages shall be paid by cash or cheque, or electronic direct deposit into the Employee's bank account of choice, at no cost to the Employee. The method of payment shall be as determined by the Employer. A printed confirmation of earnings and deductions shall be included with cash pay or cheque, or for electronic direct deposits delivered to the jobsite or mailed to the Employee's address on record. The Company shall withhold up to one (1) week of wages to enable them to prepare the payroll.

c) Pay on Termination

When an employee is laid off, voluntarily terminates or is discharged for just cause, payment by cheque (or electronic direct deposit) of all monies owing, including a printed confirmation of earnings and deductions and a Record of Employment shall be made or mailed to the Employee's last known address, or at the election of the Employee made available for pick up, within three (3) working days.

d) Penalty

Should the Employer fail to comply with 13:05(c), the Employee shall receive an additional sum equivalent to eight (8) hours pay at straight time rates for each working day he is kept waiting up to a maximum of forty (40) hours' pay.

13:06 Employee Termination Record

In all cases of termination an Employee Termination Record, in the form of Appendix A, which includes the hours worked by the Employee in the final pay period, shall be completed and provided to the Employee to finalize his employment. The form shall be signed by both the Employee and the Employer's supervisory authority.

13:07 Iron Workers being laid off shall be given notice in accordance with the Saskatchewan Labour Standards Act and shall be given sufficient time to gather their personal belongings, check in tools and pick up wages.

13:08 **Journeyman Structural Iron Worker** must be experienced in rigging of machinery, steel and precast erection of all kinds including buildings, bridges, tanks, towers, etc., and must have a thorough knowledge of all erection, rigging tools and equipment of his trade. He must be able to perform the following operations in a safe, workmanlike manner:

- (a) Assemble and reeve erecting cranes, travellers, guy and stiff leg derricks and move travellers, all under the general directions of a Foreman.

- (b) Hook on, climb, connect and signal the hoisting engineer.
- (c) Erect scaffolds, fit and bolt joints in proper fashion preparatory to rivetting and perform rivetting operations.
- (d) Carry out all the miscellaneous tasks which arise on erection jobs, such as tying knots, burning, drilling, reaming, etc.
- (e) A Journeyman Iron Worker Welder must be able to qualify under Class "0" of the Canadian Standards Association W-47-1947 Code as amended. He must be able to adjust his welding machine and have thorough working knowledge of all tools and equipment of his trade. He must be able to perform the following operations in a safe and workmanlike manner:
 - (i) Climb
 - (ii) Tie the necessary knots and sling scaffolds for welding
 - (iii) Fit up work for welding
 - (iv) Understand welding symbols and procedure
 - (v) Burn and chip.

13:09

A Qualified Journeyman Reinforcing Iron Worker must be experienced in the placing and fabricating techniques for reinforcing steel in all types of reinforced concrete structures and he must have a thorough working knowledge of all the tools and equipment of his trade as laid down in the C.R.S.I. Recommended Practice for Placing Reinforcing Bars (latest Edition). Without limiting the generality of the foregoing, he must be able to perform the following operations in a safe and workmanlike manner:

- (a) Apply proper wire ties efficiently using the Klein side cutting pliers
- (b) Sling, climb and signal the hoisting engineer
- (c) Erect scaffolding, or tie the necessary knots and sling scaffolds when necessary
- (d) Placing reinforcing steel in accordance with recognized ACI standards under the direction from his Foreman or Superintendent
- (e) Read and interpret Bar Lists, placing drawings, cutting sheets
- (f) Operate bending and cutting machines under direction of his Foreman
- (g) Be in physical condition to pack steel efficiently and safely
- (h) Work with a hickey
- (i) Measure off work under direction of Foreman or Superintendent.

13:10

Apprentices

Minimum or starting rate for Structural Iron Worker Apprentices shall not be less than sixty percent (60%) of the Journeyman Structural Iron Workers' rate.

13:11 Employees who do not qualify as Journeymen will be known as Apprentices. Rates for Apprentices will grade up from the minimum in accordance with each man's ability and experience. If, in the Foreman's judgment, a man referred to him as a Journeyman does not have the experience and the ability to perform Journeyman's duties, he may be offered employment as an Apprentice in accordance with his ability and experience. If a journeyman is offered employment as an Apprentice this may only be done in consultation with the Job Steward and Local Union Business Manager or Business Agent.

13:12 Each Apprentice will be issued a log book in which he will record his hours of work, and which will be checked by his Foreman.

Structural Iron Worker Apprentice

At intervals of 1800 hours worked, each Apprentice's rate will be reviewed by the erection foreman and the Union, and the Apprentice will be given increases, if his ability warrants, on the following basis:

0 - 1799 hours worked	-	60% of Journeyman Rate
1800 - 3599 hours worked	-	70% of Journeyman Rate
3600 - 5399 hours worked	-	85% of Journeyman Rate
5400 or more hours worked	-	100% of Journeyman Rate

Reinforcing Iron Worker Apprentice

Minimum or starting rate for Reinforcing Iron Workers Apprentices shall be not less than sixty percent (60%) of the Journeyman Reinforcing Iron Worker rate.

At set intervals each Apprentice's rate will be reviewed by the erection foreman and the Union, and the Apprentice will be given increases, if his ability warrants, on the following basis:

0 - 1499 hours worked	-	60% of Journeyman Rate
1500 - 2999 hours worked	-	70% of Journeyman Rate
3000 - 3999 hours worked	-	85% of Journeyman Rate
4000 or more hours worked	-	100% of Journeyman Rate

13:13 The Apprentice ratio on all projects shall be one (1) Apprentice to four (4) Journeymen. The Union recognizes that the 1 in 4 Apprentice ratio is not always possible and can be changed by mutual agreement between the Union and the Employer. The ratio for Ornamental work shall be one (1) Apprentice to one (1) Journeyman.

ARTICLE 14:00 RECOGNIZED HOLIDAYS, ANNUAL HOLIDAYS

14:01 Recognized holiday pay shall consist of 4% of gross earnings and annual vacation pay of 6% of gross earnings (4% plus 6% compounded).

14:02 Income Tax on Holiday Pay shall be calculated and deducted weekly.

14:03 **Recognized Holidays**

The following will be recognized as Recognized Holidays:

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

All time worked on these days will be paid for at double the regular time rate.

If "Heritage Day" is proclaimed a public holiday by the Government of Saskatchewan, it will be recognized as a Recognized Holiday under this Agreement.

No work shall be performed on Labour Day, except where safety to life or property makes it necessary.

14:04 When a Recognized Holiday falls on a Saturday or Sunday the next following working day shall be taken as an alternate day off. When two Recognized Holidays fall on a succeeding Saturday and Sunday the following Monday and Tuesday shall be taken as alternate days off.

ARTICLE 15:00 TRANSPORTATION EXPENSE

Local Residents

Local residents shall not be entitled to initial, terminal or rotational transportation. Local residents living beyond the thirty (30) road kilometres Free Zone of the project shall be paid forty eight cents (\$0.48) per kilometre effective August 5, 2001, calculated in accordance with Article 15:04, from their residence to the edge of the Free Zone and return for every day the Employee works or reports for work.

15:01 For the purpose of this Agreement whereas the City of Regina is declared as headquarters of Local Union No. 771, the transportation and travelling allowance for out-of-town jobs will begin from the City Hall of Regina.

15:02 The transportation and travelling allowance will be based on the shortest route to the job site. Where available, this route should be on an all weather road to ensure as safe as conditions as possible.

15:03 **Free Zone**

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

15:04 Daily Transportation

When an Employee is required to supply his/her own transportation beyond the City Limits of Regina or Saskatoon, each Employee shall be paid a transportation expense of forty eight cents (\$0.48) per road kilometre effective August 5, 2001. The transportation expense is to be calculated from the City Hall in Regina or Saskatoon to the boundary of the project Free Zone and return daily. When an Employer is providing transportation, each Employee shall be paid an allowance equal to his/her straight time rate for the actual travel time.

Where an Iron worker is a resident within the thirty (30) road kilometre free zone of the Saskatoon City Hall and commutes daily from his residence to any project, the Employer shall not be obliged to pay initial and terminal transportation expense to the jobsite and back to Regina.

15:05 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 kilometre 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 August 5, 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 Iron Worker Employees utilizing such transportation.

15:06 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 August 5, 2001 to the project site from the point of dispatch of Regina. For an Employee to qualify for initial transportation expense, the Employee must remain fifteen (15) calendar days or until lay-off (whichever comes first). If the Employee quits the job within this time and has been paid the transportation expense, same will be deducted from his outstanding wages. 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 point of dispatch of Regina. The thirty (30) road kilometre free zone does not apply to initial and terminal transportation.

15:07 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 August 5, 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 travel. When the Employee receives round trip transportation expense neither board and room or subsistence allowance will be paid for the period from the last shift worked to the start of the first shift upon return to the Project.

ARTICLE 16:00 CAMPS/COMMERCIAL ACCOMMODATION/SUBSISTENCE

Local Residents

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

16:01 On out of town projects where Employees do not commute daily from the cities of Regina or Saskatoon, the Employer shall provide:

- (a) A camp; or
- (b) Suitable commercial accommodation and board in a hotel or motel at no cost to the Employee; or
- (c) Subsistence allowance.

16:02 Camps

- (a) Camps are not permitted within eighty (80) road kilometres of Regina or Saskatoon.
- (b) In the event that a camp is being contemplated, CLR and the 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.

16:03 Subsistence

- (a) In all instances the subsistence allowance will be paid for recognized holidays, bad weather days and make-up days which occur within the work week. However, on any site where subsistence is not being paid on a seven (7) day/week basis, subsistence allowance will not be paid for a recognized holiday unless the Employee works on the holiday.
- (b) If the Employee travels more than 300 km from the dispatch point to the project on the day prior to start of work, subsistence will be paid for the initial day of travel.

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

On projects within two hundred (200) road kilometres from the City Hall of Regina, each Employee shall be paid the subsistence allowance per day for each day worked.

On projects beyond two hundred (200) road kilometres from the City Hall of Regina, each Employee shall be paid the subsistence allowance per day seven (7) days per week.

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

On projects within two hundred (200) road kilometres from the City Hall of Regina, each Employee shall be paid the subsistence allowance per day for each day worked.

On projects between two hundred (200) and two hundred and fifty (250) road kilometres from the City Hall of Regina, each Employee shall be paid the subsistence allowance per day for five (5) days.

(e) On projects between two hundred (200) and two hundred and fifty (250) road kilometres from the City Hall of Regina and a fifth (5th) day is worked as Friday overtime or Friday make-up day in a week, each Employee shall be paid the subsistence allowance per day for seven (7) days.

(f) On projects beyond two hundred and fifty (250) road kilometres from the City Hall of Regina, each Employee shall be paid the subsistence allowance per day seven (7) days per week.

16:04

Subsistence Allowance

(a) For the purpose of this Agreement the Cities of Regina and Saskatoon, including thirty (30) road kilometres from the respective City Halls, is designated as a board expense free area for all Employees covered by this Collective Agreement.

Residents of Saskatoon and those residing within thirty (30) road kilometres of the Saskatoon City Hall shall not be entitled to daily board expense when working on a project within thirty (30) road kilometres of the Saskatoon City Hall or when commuting daily to a project outside of this thirty (30) road kilometres free zone.

For work in the Saskatoon area, subsistence shall be paid by mutual agreement between the Employer and the Union.

It remains the Employer's prerogative to determine if daily board expense will be paid or whether a camp will be established.

No board expense refund will be paid to men who are hired on the job.

In or near cities and towns where the Employees have a choice of board accommodations, they will make their own arrangements as to room and board.

Iron workers residing within fifty (50) road kilometres from the Saskatoon City Hall will be given preference for employment on projects in this zone.

- (b) In all instances the subsistence allowance shall be eighty five dollars (\$85.00) per calendar day, effective August 5, 2001.
- (c) 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.

When subsistence is being paid on a seven (7) day per week basis and Saturday is not a working day and an Employee is absent or leaves work without written permission on Friday when work is available, he shall forfeit subsistence allowance for Friday and Saturday.

When subsistence is being paid on a seven (7) day per week basis and Sunday is not a working day and an Employee is absent or leaves work without written permission on Monday when work is available, he shall forfeit subsistence allowance for Sunday and for Monday.

When subsistence is being paid on a seven (7) day per week basis and Friday is not a working day and an Employee is absent or leaves work without written permission on Thursday when work is available, he shall forfeit subsistence for Thursday, Friday and Saturday.

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

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

ARTICLE

17:00

IRON WORKERS TRUST FUNDS

17:01

- (a) 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.

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.

The Parties agree to a Committee of Trustees composed of two (2) representatives of the Union and two (2) representatives of the Employer to negotiate and administer these Plans. Two voting members from each side will vote on any decision affecting the Plans.

Contributions will be submitted by the 15th day of the month following the month in which the hours were earned and mailed to the address designated by the Fund Trustees, and at no time will the contributions be paid directly to the Employee."

NOTE: The contribution rates to each of the Funds will be determined by the Union and cannot exceed the Total Package amounts agreed to in this agreement.

- (b) If any Employer shall fail to remit payments required to be made pursuant to the terms of this Article as determined by the Trustees of a Trust Fund, and if such default continues for ten calendar days after the amounts payable are due, the Employer shall pay to the applicable Trust Fund, as liquidated damages (in respect to increased administration costs, the costs of monitoring and enforcing payment, and other costs) and not as a penalty, an amount equal to 10% of the amount which the Employer has failed to remit. The failure by an Employer to make payments due in each month shall constitute a separate event and of default and shall subject the Employer to payment of liquidated damages as outlined above, provided that, in calculating the amount of liquidated damages payable the amounts due in respect to a preceding period where liquidated damages have been calculated shall not be included in calculating further liquidated damages. However, interest calculated at a rate of 2% per month shall accrue and be paid by the Employer on any unpaid arrears, including liquidated damages, calculated from the original due date until the date of payment.

17:02

Pension Trust Fund

The Employer will contribute four dollars and fifty cents (\$4.50) per hour for each hour worked by each Employee covered by this Agreement to the Iron Workers (Saskatchewan) Central Pension Trust Funds as established by the Committee. Effective April 28, 2002 the contribution shall be four dollars and seventy-five cents (\$4.75) and effective May 4, 2003 the contribution shall be five dollars (\$5.00).

17:03 Welfare Trust Fund

The Employer will pay one dollar and forty-five cents (\$1.45) per hour for each hour worked by each Employee covered by this Agreement to the Iron Workers (Saskatchewan) Central Welfare Trust Fund as established by the Committee.

17:04 Trade Improvement Fund

The Employer will pay fifty cents (\$0.50) per hour for each hour worked by each Employee covered by this Agreement to the Iron Workers Trade Improvement Fund as established by the Committee.

ARTICLE 18:00 SAVINGS CLAUSE

18:01 It is assumed by the Parties hereto that each provision of this Agreement is in conformity with all applicable laws of the Province of Saskatchewan and the Dominion of Canada. Should it later be determined that it would be a violation of any legally effective Provincial or Dominion Order or Statute to comply with any provision or provisions of this Agreement, the Parties hereto agree to re-negotiate such provision or provisions of this Agreement for the purpose of making them conform to such Provincial or Dominion Order or Statute, and the other provisions of this Agreement shall not be affected thereby.

ARTICLE 19:00 SPECIAL PROJECTS CLAUSE

19:01 The Employer and the Union agree to meet and give serious consideration to amending certain provisions to this Collective Agreement, by way of an Appendix, where this action is deemed necessary and appropriate by the Employer or the Union for certain projects where the Employer is facing competition in securing the work under the Terms and Conditions of this Agreement. The parties will meet within three (3) days of the request to do so or as soon as practical thereafter. The Employer shall furnish the Union with evidence of unfair competition.

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		<u>\$0.21</u>/hour	

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

20:03 Each Employer shall remit the total contributions in this Article no later than the fifteenth (15th) day of the month following, together with the Report Form provided for this purpose to CODC Construction Opportunities Development Council Inc., P.O. Box 4019, Regina, SK, S4P 3R9.

20:04 The Union shall provide a summary of the total hours worked by Employees for each Employer on a monthly basis and shall submit the list to CODC by the fifteenth (15th) of the month following.

20:05 In the event of a failure on the part of any Employer to contribute the funds as required in this Article, the SPB & CTC, the Union or CLR may collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision in this Collective Agreement, by either the SPB & CTC, the Union or CLR in its own name against the subject Employer. Such a grievance may be referred by the SPB & CTC, the Union or CLR to arbitration without being processed through any intervening steps other than written notice of the grievance and the reference of the grievance to arbitration. The parties to the grievance for the purposes of appointment of the Arbitrator shall be the SPB & CTC, the Union or CLR and the subject Employer. The unsuccessful party shall pay the costs of the Arbitrator. The SPB & CTC, the Union or CLR may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.


ARTICLE 21:00 DURATION OF AGREEMENT

21:01 The Agreement shall be effective from August 5, 2001 and shall remain in full force and effect until midnight, April 30, 2004, and thereafter from year to year provided that at any time not more than sixty (60) days and not less than thirty (30) days before the expiry date or any extended term thereof, either Party may give to the other Party written notice to negotiate a revision of the Agreement and should such notice be given, the Parties shall, in accordance with the Saskatchewan Trade Union Act, bargain collectively with a view to renewal or revision of this Agreement or the conclusion of a new Agreement.

EACH OF THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT AND CAUSED IT TO BE SIGNED BY ITS DULY AUTHORIZED REPRESENTATIVE(S) THIS 5th day of August, 2001.

SIGNED ON BEHALF OF:


THE INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING IRON
WORKERS, LOCAL UNION NO. 771




Bert Royer
Business Manager

SIGNED ON BEHALF OF:

CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION
OF SASKATCHEWAN INC.



Ross Fraser
Trade Division Chairperson



Sid Matthews
President

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

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:

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