

# LETTER OF AMENDMENT

BETWEEN:

**EACH OF THE UNIONIZED EMPLOYERS IN THE LABOURER 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 CONSTRUCTION AND GENERAL WORKERS' LOCAL UNION, #180,  
REGINA, SASKATCHEWAN**

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

**RE: MAINTENANCE LABOURER CLASSIFICATION**

WHEREAS, there are a number of labourers who have worked only maintenance and have not, and probably will not, have the opportunity to gain the experience and hours necessary in all of the aspects of the trade to meet the requirements for Journeyman status.

THEREFORE IT IS AGREED to make the following amendments to the Agreement:

Effective September 1, 2011

1. **APPENDIX A**

**Classification and Wage rates**

INSERT in Wage Schedules (A), (B), (C) and (D), the classification of "Maintenance Labourer" between "Journeyman" and "Uncertified" - (Basic Hourly rate at \$1.00 per hour less than the Journeyman rate - this rate is subject to any adjustment as may be provided for in a Maintenance Agreement).

INSERT the following definition between "Journeyman" and "Uncertified"

*Maintenance Labourer* - is a labourer whose work experience is in maintenance within a particular Saskatchewan industrial facility and who has attained the required technical training and 2400 verifiable hours in maintenance in that facility to be classified as such.

An industrial facility is a Coal Fired Electrical Power Plant, a Mining Refinery Operation or a Petrochemical Refinery or Upgrader.

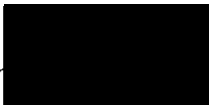
Required technical training is certification in the "Basics of Construction", "Operation and Maintenance of Small Tools and Equipment", and the "Flagging and Signaling" courses which are components of the Saskatchewan Apprenticeship and Trade Certification Commission curriculum for Construction Craft Labourer Journeyman status.


Grandfathering provision: Workers who have attained the required 2400 hours in maintenance and who are not certified in the required technical training are to be paid the Maintenance Labourer rate until April 28, 2012. Effective April 29, 2012, such workers must have achieved certification in the required technical training to be classified as a Maintenance Labourer or be paid at the Uncertified rate until such time as the technical training requirements have been met.

A Maintenance Labourer Apprentice is to be paid the percentage of the Maintenance Labourer rate.


DATED THIS 8, DAY OF August, 2011.


**SIGNED ON BEHALF OF: THE CONSTRUCTION AND GENERAL WORKERS' LOCAL UNION, #180, REGINA, SASKATCHEWAN**

  
\_\_\_\_\_  
Lori Sali  
Business Manager Local 180

  
\_\_\_\_\_  
Robert St. Onge  
President Local 180

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

  
\_\_\_\_\_  
Brett Horan  
Trade Division Chairperson

  
\_\_\_\_\_  
Ron Balzer  
CLR Chairperson

# **PROVINCIAL LABOURERS' AGREEMENT**

**(For Industrial Construction)**

This Agreement, entered into by and between:

**EACH OF THE UNIONIZED EMPLOYERS IN THE LABOURER 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 CONSTRUCTION AND GENERAL WORKERS' LOCAL UNION, #180,  
REGINA, SASKATCHEWAN**

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

**Effective September 26, 2010  
Expires April 30, 2014**

# **SASKATCHEWAN STANDARDS OF UNION CONSTRUCTION**

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

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

Adopted December 17, 1993

**Trade Unions Affiliated With:**

Saskatchewan Provincial Building  
and Construction Trades Council

**Unionized Employers as Represented By:**

CLR Construction Labour Relations  
Association of Saskatchewan Inc.

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## **DEFINITIONS**

- BUILDING TRADES COUNCIL OR SPB & CTC** - means the Saskatchewan Provincial Building and Construction Trades Council
- CLR** - means CLR Construction Labour Relations Association of Saskatchewan Inc.
- CODC** - means CODC Construction Opportunities Development Council Inc.
- EMPLOYEE** - means anyone employed under the terms of this Agreement.
- EMPLOYER** - means a Company bound by the terms of this Collective Agreement.
- EQUIVALENT** - where the term equivalent is used throughout this agreement, the Parties shall, by mutual agreement, determine any question regarding equivalency.
- HOTEL RECEIPT** - for the purpose of reimbursement of the subsistence allowance as provided in Article 13:03(c) shall mean a paid original official hotel receipt (not photocopy) which includes the following information:
- Name and location of the hotel
  - Date of the stay
  - Name of the guest
  - Room number
  - GST number
- INDUSTRIAL CONSTRUCTION** Industrial construction shall mean construction work in respect of:
- Electrical Power Generation
  - The development of Mining and Smelting Properties
  - Oil Refineries, Upgraders and all forms of hydro carbon production, extraction or processing
  - The development of Chemical Plants from any and all forms of feed stocks or other sources
  - Pulp, Paper or Timber/Wood processing mills or sawmills
  - Toxic Waste Disposal Systems
  - Production and Processing Plants for Natural Gas, LPG, Oxygen, Carbon Dioxide, or any other manufactured gases
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- Base/Precious/Other Metal Production Plants or Upgrades of any and all kinds
  - Pumping stations and compressor stations
  - Cement, Lime and Gypsum Plants
  - In addition, industrial work shall include such work as may reasonably be considered as industrial construction as is mutually agreed by CLR and the Union.
- KM**
- means kilometre by Road (not radius).
- LOCAL RESIDENT**
- a local resident is a person who has resided within 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 UNION OR UNION**
- means the Construction and General Workers' Local Union #180.
- 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**
- an employee'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
- For travellers from outside Saskatchewan only:
- travellers may present a travel card document from their home local union to the Saskatchewan local union, which includes the worker's home local union membership number, plus one of the 4 documents required above.
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**ARTICLE 1:00 OBJECTS AND SCOPE**

1:01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its Employees and to provide for the prompt and equitable disposition of grievances without stoppage of work, and to establish and maintain satisfactory working conditions, hours of work and wages, for all Employees who are subject to the provisions of this Agreement.

1:02 The Employer recognizes the Union as the exclusive bargaining agent for all of the Company's Employees as defined hereinafter. Labourer Foremen and all Labourers when employed as General Labourers, Specialized Labourers, Mortar Mixers, Motor Buggy Operators, Tool-Crib Men, Farm Tractor Operators, Jackhammer Men, Vibrator Men, Dumpmen, Tamper Men, Pump Tenders, Tubular or Steel Frame Scaffolders, Heater Tenders, Air Track Drillers, Shooters, Chippermen, Pipelayers, Bobcat Operators, Form Setters, and Leadmen (streets and sidewalks), Concrete Finishers, Concrete Placers and Form Stripping and Material Cleaning, and including those Employees operating all Hand Pneumatic, Electric Combustion Motor, and Air-Driven Tools or equipment necessary for the performance of all work by the above Employees. Labourers tending all crafts including the mixing, handling and conveying of all materials used by the crafts that are employed and on the payroll of the Employer signatory to this Agreement.

**ARTICLE 2:00 SPECIAL PROJECTS**

2:01 Upon receipt of written notification, not less than thirty (30) days prior to the commencement of the project, outlining the project, purpose and proposed amendments of specific provisions of this Collective Agreement, the parties may then mutually consent to negotiate provisions during the life of this Agreement. Any amendments mutually agreed to will apply only to the project referred to in the written notice.

**ARTICLE 3:00 GEOGRAPHICAL JURISDICTION**

3:01 This Agreement shall apply within the geographical area of the Province of Saskatchewan as defined by the individual Employer's Certification Order, or memorandum of understanding.

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

4:01 **Union Security**

The Employer recognizes the Union as the sole collective bargaining agent for all Employees within the jurisdiction of the Construction and General Workers' Union (Labourers' International Union of North America), Local 180 in the Province of Saskatchewan.

4:02 Every Employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new Employee whose employment commences hereafter shall, within thirty (30) days after the commencement in his employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of his employment, provided that any Employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

4:03 All Employers shall hire only members of the Labourers Union in good standing through the appropriate Union office for the performance of all work within the scope of this Agreement. The Employer shall have the right to name hire all supervision and any Employee who had been employed by the Employer at any time within the previous twelve (12) months from the applicable local out-of-work list.

4:04 The Union agrees to furnish qualified Employees and Apprentices on request. In the event the Local Union is unable to fill a requisition for Employees within a forty-eight (48) hour period (Saturdays, Sundays and recognized holidays excluded), the Employer shall have the right to employ qualified Employees and Apprentices from other available sources. All Employees shall obtain a clearance and/or referral slip from the Union Office before starting a job. At the request of the Employer, referral slips will be transmitted electronically to the project.

4:05 When the Labourers' Union agrees that an equitable mix of local resident qualified persons and Union members is desirable, pre-employment training and/or verified previous construction experience will constitute required qualification as determined solely by the Labourers' Union.

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Subject to Article 4:03, Employers shall hire Employees and the Union shall issue referral slips and/or clearance to Employees in the following sequence and in accordance with the following priorities:

- (a) Local resident qualified Saskatchewan Union Members.
- (b) Local resident qualified persons , but not exceeding 50% of manpower requirements unless the Union is unable to fill the Employer's request.
- (c) Qualified Union Members whose residences are located in Saskatchewan.

**Qualifications**

If it is reported that an Employee has misrepresented his qualifications within three (3) calendar days of being employed, his employment may be terminated, and in which case shall not be entitled to return travel expense or allowance, or board and room or subsistence. If his employment is not terminated, then by mutual agreement, the Employer and Employee or the Union may negotiate a lessor rate.

For Local Resident qualified persons only, pre-employment training and/or verified previous construction experience will constitute required qualification as determined solely by the Employer.

4:06

**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.
- Part 3 - Employer or Owner Project Specific Training.

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

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

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

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4:07 The Employer agrees to deduct and remit Union dues and other deductions in accordance with the following:

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

4:08 Union dues and other deductions shall be remitted to the Local Union promptly by the 15th of the following month. Each remittance shall be accompanied by a list showing the name and social insurance number of the Employees on whose behalf the deduction was made; and showing opposite each name the amount of the deduction. For the field dues deducted the list shall show the figure on which the deduction was based.

4:09 In the case of the delinquent remittances the Union may utilize the grievance procedure beginning with Step Three to recover the amount owing and all costs and interest on the outstanding amount.

4:10 **Job Access**

The Labourers Representative of the Local shall have the right to visit the jobsite after making his presence known to the Employer's Representative. The Union Representative shall not deliberately cause Employees to neglect their work.

4:11 **Job Steward**

The Job Steward will be an Employee who is a qualified Journeyman, who has completed a Steward Training Course applicable to this trade. There shall be no non-working Steward(s). The Union shall notify the Employer in writing of the name(s) of its Steward(s). The Steward(s) will be allowed reasonable time to perform his duties. The Steward(s) shall be one (1) of the last two (2) Employees to be laid off, provided there is work available for which he is qualified, otherwise the Union will be notified in writing in a timely fashion in order to appoint a successor(s). The Steward(s) shall not be discriminated against and shall receive his fair share of overtime work for which he is qualified.

4:12 **Job Jumping Restriction**

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

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**ARTICLE 5:00 TERMINATION OF EMPLOYMENT**

5:01 When reducing the work force on the job, the Employers shall lay off their Employees in the following sequence subject to the skills required to be maintained on the project:

- (a) The potential member.
- (b) The members of sister Locals.
- (c) The members of the Local in whose jurisdiction the work is being performed.

**ARTICLE 6:00 MANAGEMENT RIGHTS**

6:01 The Union recognizes the right of the Employer to the management of his plant and the direction of the working force including the right to select, hire, promote, transfer or discharge any Employee for just cause. The Union further recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities, including methods, processes and means of production or handling.

6:02 Employees who are working or are offered the number of hours employment provided by this Agreement by the Employer shall not engage in any other work, excepting on their own premises.

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

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

7:02 No Employee working under the terms and conditions of this Agreement shall strike during the term of this Agreement. No person, Employee or trade union shall declare, authorize or participate in a strike or other collective action which will stop or interfere with production or counsel a strike or collective action to be effective during its term.

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

8:01 **Hours of Work**

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

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It is understood and agreed that the hours of work set forth in this Article herein do not constitute a guarantee of hours of work per day or hours of work per week.

The regular starting and quitting times may be changed to suit job requirements or conditions by mutual agreement between the Union and the Employer. In the event the starting or quitting times are changed without mutual agreement, applicable overtime rates shall be paid for any time worked before or after the above hours as a result of the change of times.

Employees are to commence and complete their shift at the Employer's designated work area.

The work week, for payroll purposes shall generally end at Saturday midnight. However, in order to meet the Employer's payroll requirements the Employer may close the payroll earlier. This will be established as a job condition and those affected so notified.

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

The regular hours of work for all Employees working under the terms of this Agreement shall be as follows:

- (i) The regular work week shall consist of eight (8) hours per day, Monday through Friday inclusive.
- (ii) The regular hours of work shall be between the hours of 7:00 a.m. and 5:30 p.m., with one half (1/2) hour unpaid lunch period between the hours of 12:00 noon and 1:00 p.m.

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

- (i) Upon the request of either party, the decision to change the work week to a four day work week schedule may be considered.
  - (ii) Prior to implementation mutual agreement in writing between the Local Union and the Employer must be obtained setting out that the hours of work per week and per day is to be altered to ten (10) hours per day Monday to Thursday. After having obtained mutual agreement in writing notice of change to the established work week shall be given to each Employee by the Employer no later than quitting time on the last regular work day of the preceding week and the change shall take place at starting time on Monday of the following week.
  - (iii) The normal hours of work shall be between the hours of 6:00 am and 5:30 pm, with one half (1/2) hour unpaid lunch period.
  - (iv) The work week in which a statutory holiday is observed will revert to three (3) days at ten (10) hours per day.
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8:02 **Overtime**

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 (2x) time their regular rate of pay. Monday through Friday each Employee must have worked all the available scheduled straight time hours of a day before receiving overtime pay for hours worked thereafter on the same day.

When overtime begins immediately after the regular work day and continues for more than two (2) hours, the employee shall be provided with a meal (hot, where possible) and beverage after the first two (2) hours of overtime and a meal (hot, where possible), and a beverage 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. When meals (hot where possible) are not available, a meal allowance of twenty-five dollars (\$25.00) per meal will be paid in lieu of the meal.

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

When working under the five (5) day work week schedule, Employees shall receive one and one half (1.5x) times their regular pay for the first two (2) hours of overtime Monday through Friday. All other overtime Monday through Friday shall be paid at double (2x).

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

(i) When working under the four (4) day work week schedule, Employees shall receive two times (2x) the regular hourly rate for all hours worked in excess of the regular ten (10) hours per day Monday through Thursday.

(ii) Hours worked on Fridays (other than as a make-up days) shall be paid at one and one-half (1.5x) times the Employees' regular rate of pay for the first ten (10) hours. All other hours worked on Friday shall be paid at double (2x) time. Time worked on Fridays shall be considered scheduled work hours. The Employer must advise each Employee in advance the minimum number of hours to be worked or paid for on Fridays.

(iii) When working under the four (4) day work week schedule, Friday may be used as a make-up day when the 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 (not including show up time) after which the double (2x) time rates shall apply. In no case shall the time scheduled on a make-up day be less than eight (8) hours. Time worked on make-up days shall be considered scheduled work hours.

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

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

8:03 **Show Up Time**

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

- (i) If any Employee is not placed to work, and does not remain on the job, he shall receive an allowance equal to two (2) hours pay at straight time rates including all benefits. Employees who remain on the job for the two hours or longer will be paid the actual waiting time at the applicable rate of pay. When an Employee is placed to work, he shall receive not less than one-half (½) day's pay or time worked, whichever is greater.

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 hours pay provided that the Employee has reported for work and remains on the job for the full two hours.

- (ii) The decision and instructions to start or cease waiting or working shall be made by the Employer after consultation with the Steward. Any Employee failing to comply with such decision or instruction shall not be entitled to the foregoing minimum.
- (iii) When an Employee has been notified prior to leaving his place of residence not to report for work, the two (2) hours reporting time in 8:03 (a)(i) shall not apply, but shall receive subsistence where applicable.

8:04 **Call Out**

Employees who have completed the day's scheduled hours or work and who respond to a request to return to work additional time, shall receive a minimum of two (2) hours pay at the applicable overtime rate or for actual hours worked, whichever is greater, plus the applicable transportation allowance.

8:05 **Shifts**

- (a) The Employer may establish multiple shifts. Shifts must remain in effect for a minimum of three (3) consecutive shifts, otherwise the Employee shall come under the terms of the regular work day or work week.
- (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.
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- (c) For shifts established to precede or follow the day shift, Employees shall receive a shift premium of three dollars (\$3.00) per hour for all hours worked. There shall be no pyramiding of premium pay.

**8:06 Rest Breaks**

- (a) Two (2) ten (10) minute paid rest breaks shall be scheduled by the Employer on each shift.

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

- (b) If more than one (1) hour of overtime is to follow the regular work shift, a ten (10) minute work break shall be allowed. One hour flexibility shall be granted on overtime work breaks during emergency situations.
- (c) In cases where an Employer requires Employees to work through their regular lunch or rest breaks, the Employees shall be provided a break either prior to the completion of their shift, or upon completion of their shift be compensated at the applicable rate of pay.

**ARTICLE 9:00 TRANSPORTATION EXPENSES**

The purpose of this Article is to pay reasonable expenses on behalf of the Employee. It is not intended to be a source of supplementary income. The Employer may require each Employee who receives a transportation allowance to sign a Canada Customs and Revenue Agency TD4(06) Declaration of Exemption Form, or its equivalent declaring that they qualify for and have incurred expenses for transportation in the amount of the allowance.

Effective September 26, 2010 the transportation expense shall be the vehicle allowance rate published by Canada Revenue Agency for the maximum rate (generally for the first 5,000 km). The transportation expense shall be adjusted as the CRA rate changes and becomes effective on the same date as the next wage adjustments.

**9:01 Free Zone**

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

**9:02 Daily Transportation**

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

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9:03 **Daily Transportation with Board and Room or Subsistence**

On projects where board and room or subsistence allowance applies and the temporary domicile is beyond thirty (30) road kilometres Free Zone around the project, the Employer shall provide transportation or each Employee shall be paid fifty-two cents (\$0.52) per road kilometre, when supplying his/her own transportation, from the temporary domicile to the boundary of the project thirty (30) road kilometre Free Zone and return daily.

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

When an Employer is providing transportation, each Employee shall be paid an allowance equal to his/her straight time rate for actual travel time from point of pick up to the project daily. No return travel time shall be paid on daily return transportation provided there are no delays such as mechanical break down. The thirty (30) road kilometre Free Zone does not apply when the Employer is providing transportation.

All equipment used to transport workers must be suitable and acceptable to trades utilizing such transportation.

When the Employees are travelling in a Company service vehicle, all occupants shall be paid at applicable rates and shall be considered working.

9:04 **Initial and Terminal Transportation**

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

9:05 **Rotational Transportation**

Should the project be 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 expenses at the rate of fifty-two cents (\$0.52) per road kilometre, effective 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.

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9:06 **Employer Supplied Initial, Terminal and Rotational Transportation**

When an Employer is providing and the Employee has chosen to accept, initial, terminal and rotational transportation, each Employee shall be paid an allowance equal to his/her straight time rate for actual travel time and no transportation expenses will be paid.

**ARTICLE 10:00 GENERAL WORKING CONDITIONS**

10:01 General working conditions shall be as stated at the pre-job conference.

10:02 **Employee Sign-on Form**

The Employee shall provide a completed Employee Sign-on Form, included as Appendix "D" to this Agreement, to the Employer before commencing work.

**Employee Termination Record**

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

10:03 The Employer shall provide clean, ventilated and heated lunch and change rooms with benches and tables with adequate size and seating capacity to accommodate the number of people using the facility. Cleanliness of this area shall be maintained by Labourers. Areas required for eating and changing shall be kept free of tools and equipment. Personal effects of the Employees shall be covered by fire insurance up to the amount of \$200.00 in each individual case, such insurance to be paid by the Employer.

10:04 When Employees are required to work in or around excessive amounts as determined by mutual agreement between the Employer and union, of grease, oil or tar, or inside tanks which have contained gases or oils, in or around coke or coal, these Labourers shall be paid fifty (\$.50) cents per hour above the applicable wage rate for the type of work being performed. This shall be known as "Dirty Work Pay". The Employees shall be given sufficient time to clean themselves prior to quitting time.

10:05 The Employer shall supply all tools for Employees covered by this Agreement. The Employee shall properly care for all tools issued to him and insure they are properly stored at the end of each shift. Sufficient time shall be allowed prior to the end of the shift to look after Company tools and property and on any such work requiring more time.

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10:06 Rubber Boots, rubber clothing, rubber gloves, sunscreen and insect spray will be issued by the employer on a charge out basis where the nature of the work demands such protective gear. When returned to the employer's stores in reasonable condition on termination, the employee will be refunded the full amount of the deduction.

Leather faced gloves shall be provided at the start of employment and will be replaced as required on a turn-in basis.

## **ARTICLE 11:00 SAFETY**

11:01 It is agreed that Employers and Employees shall maintain and abide by all site safety regulations as established by the Project Manager and all applicable provincial and/or federal safety legislation.

11:02 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.I.M.I.S. Documentation of training shall be provided by the Employee upon request by the Employer.

11:03 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 shall not be deemed to be breach of this Agreement.

11:04 A qualified Safety Site Representative shall be on site.

11:05 An Employee who is injured while working for the Employer and who is sent home because of such injury shall receive pay up to the end of the shift in which he was injured. The Job Steward will be allowed time to gather the injured worker's personal belongings as soon as possible after the accident and if the case warrants it, the Employer shall designate someone to accompany the injured worker to the doctor or hospital without loss of pay for the regular shift.

11:06 **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.

11:07 It is agreed that productivity and quality of work is one of the objectives of the Parties to this Agreement.

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

12:01 (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

Include any other holiday if it is legislated and proclaimed in the Province of Saskatchewan during the life of this Agreement.

- (b) Under no circumstances shall any work be performed on Labour Day except in cases of emergency involving life or property. When a recognized holiday falls on a Saturday or Sunday, the next following work day shall be taken as an alternate day off. When two (2) recognized holidays fall on a succeeding Saturday and 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 (4) day work week, any recognized holiday falling on a Friday shall be observed on the preceding Thursday.
- (d) Any deviation to the foregoing must be agreed upon by the Union and the Employer.
- (e) Recognized holidays shall be paid for at the rate of four and one-half percent (4.5%) of the basic hourly rate, exclusive of overtime premiums, earned by the Employee in each calendar year and shall be paid each pay period with the Employee's regular pay.

12:02 The Employees shall be entitled to three (3) weeks annual holidays and the pay shall be at the rate of six percent (6%) of gross earnings for all Employees covered by this Agreement and shall be paid each pay period with the Employee's regular pay.

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## **ARTICLE 13:00 CAMPS/COMMERCIAL ACCOMMODATION/SUBSISTENCE**

The purpose of this Article is to pay reasonable expenses on behalf of the Employee. It is not intended to be a source of supplementary income. The Employer may require each Employee who receives a subsistence allowance to sign a Canada Customs and Revenue Agency TD4 (06) Declaration of Exemption Form, or its equivalent, declaring that they qualify for and have incurred expenses for subsistence in the amount of the allowance.

### **Local Residents**

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

13:01 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.

13:02 **Camps**

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

13:03 **Subsistence**

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

Notwithstanding the above, persons working the four (4) day, ten (10) hour day work week and who work the four days shall be paid five (5) days subsistence allowance with appropriate receipt for proof of accommodation.

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However, if additional days are worked within the same week the subsistence allowance will revert to the per day worked basis and the five (5) days subsistence for the four (4) days worked will not apply.

- (b) Subsistence allowance will be paid for those scheduled work days that are not worked due to bad weather. Subsistence allowance will be paid for recognized holidays provided the Employee works all of the scheduled hours on the work day immediately preceding and the work day immediately following the recognized holiday.
- (c) On projects beyond three hundred (300) road kilometres from the City Halls of Regina or Saskatoon, each Employee shall be paid subsistence allowance for the initial day of travel provided the Employee provides a paid hotel receipt as defined in the DEFINITIONS section of this Agreement. Only one receipt per room will be accepted for reimbursement.

13:04

**Subsistence Allowance**

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

Effective Sept 26, 2010	one hundred and fifteen dollars (\$115.00)
Effective May 1, 2011	one hundred and twenty dollars (\$120.00)
Effective April 29, 2012	one hundred and twenty-five dollars (\$125.00)
Effective April 28, 2013	one hundred and thirty dollars (\$130.00)

- (b) 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 the bad weather days or recognized holidays. The above forfeiture of subsistence allowance shall be waived when the Employee's absenteeism on any working day is due to a bona fide illness or absence due to compassionate grounds satisfactory to the Employer and the Union Representative. Forfeiture of subsistence allowance may also be waived in other cases if the reason for absenteeism is acceptable to the Employer and the Union Representative.

Written permission to leave work shall be in the form of the Leave of Absence Request form attached as Appendix "F" to this agreement. Upon a specific request by the Union the Employer shall forward a copy of an Employee's approved Leave of Absence form. It is not intended that such forms be requested by the Union for all Employees.

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**ARTICLE 14:00 LOCAL RESIDENT DAILY  
TRANSPORTATION EXPENSES**

14:01 A local resident who has resided, for a period of six (6) months immediately preceding the date of hire, within eighty (80) kilometres of the project but outside the cities of Saskatoon and Regina shall not be entitled to initial or terminal transportation allowance as set out in Article 9:04 or subsistence allowance as set out in Article 13:00, but shall receive daily transportation expense at the rate of fifty-two cents (\$0.52) per kilometre. The transportation expense is to be calculated from the Employee's residence to the boundary of the Project Free Zone and return daily.

14:02 Where a camp kitchen is established a local resident Employee shall be entitled to a noon meal at no cost.

**ARTICLE 15:00 PAYMENT OF WAGES**

15:01 (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 mailed to the Employee's address on record.

(c) **Pay on Termination**

When an Employee is laid off, voluntarily terminates or is discharged for just cause, payment by cheque (or electronic direct deposit) of all monies owing, including a printed confirmation of earnings and deductions and a Record of Employment shall be sent by mail to the Employee's last known address on the next weeks regular pay day.

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

If the Employee is kept waiting, he shall be paid eight hours per regular working day at straight time rates until payment is made.

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## **ARTICLE 16:00 WAGE SCALES AND FRINGE BENEFITS**

### **16:01 Wage Scales**

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

### **16:02 Fringe Benefits**

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

#### **(a) Health and Welfare Trust Fund**

The parties hereto acknowledge the Labourers' Health and Welfare Trust Fund of Western Canada herein referred to as the "Fund", as constituted by trust agreement dated November 1, 1965, together with all amendments thereto.

#### **(b) Pension Trust Fund**

The parties hereto acknowledge the Pension Fund called Labourers' Pension Fund of Western Canada (hereafter called "The Fund") as constituted by a Trust Agreement dated the 12th day of December, 1972, together with all amendments thereto.

#### **(c) Training Trust Fund**

The parties hereto acknowledge the Saskatchewan Construction and General Workers' Training Trust Fund as constituted by the Trust Agreement dated October 1, 1972, together with all amendments thereto.

#### **(d) Labourers' Tri-fund**

Labourers' Tri-Fund consists of Labourers AGC, Labourers Health and Safety, LECET/Regional LECET (Labourers/Employers Cooperation Education Trust.)

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16:03 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.

16:04 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.

It is understood that the contributions negotiated under this clause are for the benefit of the members of the Union as recognized by the Trustees of the said fund who shall continue to have full discretion to make from time to time reasonable rules in this respect.

## **ARTICLE 17:00 GRIEVANCE PROCEDURE AND ARBITRATION**

17:01 **Grievance by an Employee**

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.

17:02 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 One:**

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

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**Step Two:**

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 Three:**

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 Union's International Representative and the Association Site Representative. If the grievance is not settled within twenty (20) 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 Four:**

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

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**Step Five:**

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

**Step Six: Grievance by the Employer or the Union**

Either the Employer or the Union may institute a grievance under the terms of this Agreement, concerning the interpretation, application, administration or alleged violation of the Agreement and shall be dealt with, commencing with Step Two.

**Step Seven:**

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 Eight:**

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 Nine:**

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 Ten:**

Both parties to the dispute shall share equally the expenses and fees of the Arbitrator.

**Step Eleven:**

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 Twelve:**

The decision of the Arbitrator shall be final and binding upon both Parties.

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**ARTICLE 18:00 JURISDICTIONAL DISPUTES RESOLUTION**

18:01 **Jurisdictional Disputes Resolution**

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

**ARTICLE 19:00 PRE-JOB AND MARK-UP CONFERENCES,  
JURISDICTION AND  
ASSIGNMENT OF WORK**

**(Industrial Only)**

19:01 The Employer will hold a pre-job conference and equipment mark-up attended by all interested Unions and will provide an overall description of the project, projected manpower requirements by craft, general information pertaining to hiring and recruiting procedures, transportation, on site work rules, safety and security regulations, safety meetings and any other pertinent information. The Employer will inform the Unions as to the projected scope of the contract, information pertaining to the Employer's intended supervisory staff and other relevant information including intended work assignments. Notification of the pre-job conference and hard copy documents to be presented shall be given to the Union, 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, the Union 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.

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 or its successor.

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 may be conducted electronically.

## **ARTICLE 20:00 LABOUR MANAGEMENT COMMITTEE**

20:01 The signatories to this Agreement shall establish a joint Labour Management Committee which shall meet every second month or as the Committee may otherwise agree to for the purpose of discussing the progress of the project and human resource issues. The Committee will discuss mutual problems and matters of interest with a view to providing the Owner with a harmonious, productive and cost effective project.

## **ARTICLE 21:00 BUILDING TRADES PER CAPITA**

21:01 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 Construction and General Workers Union, Local 180. The Local Union may at its discretion forward said monies to the Saskatchewan Provincial Building and Construction Trades Council (SPB & CTC) at 1111 Osler Street, Regina, Saskatchewan, S4R 8R4 or its successor. The Local Union is to receive a list showing the amounts and a list of names from whom such deductions were made.

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**ARTICLE 22:00 CONTRACT ADMINISTRATION AND  
INDUSTRY DEVELOPMENT FEES**

22:01 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.

22:02 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)
	<b>TOTAL</b>	<b><u>\$0.21</u>/hour</b>	

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.

22:03 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.

22:04 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.

22:05 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 23:00 SUB-CONTRACTORS**

23:01 The Employer will not sub-contract any work within jurisdiction of the Union except to a sub-contractor who is party to an agreement with the Union or who agrees, in writing, prior to or at the time of the executive of the sub-contract, to be bound by the terms of this Agreement.

**ARTICLE 24:00 SAVINGS CLAUSE**

24:01 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 regulation, or by a ruling of any Court or Board of competent jurisdiction which has declared any provision of this Agreement invalid or inoperable, the Parties within thirty (30) days notice of either upon the other, 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 fourteen (14) days of commencement of negotiations, or such longer period as may be mutually agreed upon between the Parties, the matter shall be resolved in accordance with Article 17:00.

**ARTICLE 25:00 GENDER CLAUSE**

25:01 Where the masculine gender is used in this Agreement it shall be considered to include feminine gender.

**ARTICLE 26:00 ENABLING AGREEMENT TERMS  
AND PROCEDURES**

26:01 The Local Union may, in order to secure jobs for its members and contracts for Employers who are bound by this Agreement, but are bidding on contracts against contractors who are not parties to this Collective Agreement, amend or delete any of the terms and conditions in this Collective Agreement subject to the terms and conditions of Appendix "C".

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**ARTICLE 27:00 DURATION OF AGREEMENT**

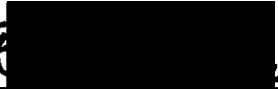
27:01 The Agreement shall be effective from September 26, 2010, and shall remain in full force and effect until midnight, April 30, 2014 and thereafter from year to year provided that at any time not more than sixty (60) days and not less than thirty (30) days before the expiry date or any extended term thereof, either Party may give to the other Party written notice to negotiate a revision of the Agreement and should such notice be given, the Parties shall, in accordance with the Saskatchewan Trade Union Act, bargain collectively with a view to renewal or revision of this Agreement or the conclusion of a new Agreement.

EACH OF THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AND CAUSED IT TO BE SIGNED BY ITS DULY AUTHORIZED REPRESENTATIVE(S) AS OF THIS 26<sup>th</sup>, DAY OF September, 2010.

**SIGNED ON BEHALF OF:**


**THE CONSTRUCTION AND GENERAL WORKERS'  
LOCAL UNION, #180, REGINA, SASKATCHEWAN**


  
\_\_\_\_\_  
Lori Sali  
Business Manager Local 180

  
\_\_\_\_\_  
Robert St. Onge  
President Local 180

**SIGNED ON BEHALF OF:**

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

  
\_\_\_\_\_  
Don Kettle  
Trade Division Chairperson

  
\_\_\_\_\_  
Sid Matthews  
CLR President

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## APPENDIX "A"

### Industrial Rates

#### 1. Classification and Wage Rates

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

#### (A) Effective September 26, 2010 to April 30, 2011

Classification	%	Basic Hourly Rate	Stat Hol Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Tri-Fund	Total Package
Class 2		28.84	1.30	1.81	1.60	4.85	0.64	0.07	\$39.11
Journeyman	100%	27.84	1.25	1.75	1.60	4.85	0.64	0.07	\$38.00
Uncertified		22.01	0.99	1.38	1.60	4.39	0.64	0.07	\$31.08
Apprentice 3 1201 - 2400	85%	23.66	1.06	1.48	1.60	4.72	0.64	0.07	\$33.23
Apprentice 2 301 - 1200	75%	20.88	0.94	1.31	1.60	4.16	0.64	0.07	\$29.60
Apprentice 1 000 - 300	65%	18.10	0.81	1.13	1.60	3.61	0.64	0.07	\$25.96

#### (B) Effective May 1, 2011 to April 28, 2012

Classification	%	Basic Hourly Rate	Stat Hol Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Tri-Fund	Total Package
Class 2		29.95	1.35	1.88	1.60	4.95	0.64	0.07	\$40.44
Journeyman	100%	28.95	1.30	1.82	1.60	4.95	0.64	0.07	\$39.33
Uncertified		22.01	0.99	1.38	1.60	4.39	0.64	0.07	\$31.08
Apprentice 3 1201 - 2400	85%	24.61	1.11	1.54	1.60	4.91	0.64	0.07	\$34.48
Apprentice 2 301 - 1200	75%	21.71	0.98	1.36	1.60	4.33	0.64	0.07	\$30.69
Apprentice 1 000 - 300	65%	18.82	0.85	1.18	1.60	3.75	0.64	0.07	\$26.91

**Saskatchewan Provincial Labourers Agreement**  
**Industrial 2010 - 2014**  
**Appendix "A"**

**(C) Effective April 29, 2012 to April 27, 2013**

Classification	%	Basic Hourly Rate	Stat Hol Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Tri-Fund	Total Package
Class 2		30.93	1.39	1.94	1.60	5.05	0.64	0.07	\$41.62
Journeyman	100%	29.93	1.35	1.87	1.60	5.05	0.64	0.07	\$40.51
Uncertified		22.01	0.99	1.38	1.60	4.39	0.64	0.07	\$31.08
Apprentice 3 1201 - 2400	85%	25.44	1.14	1.59	1.60	5.05	0.64	0.07	\$35.53
Apprentice 2 301 - 1200	75%	22.45	1.01	1.41	1.60	4.48	0.64	0.07	\$31.66
Apprentice 1 000 - 300	65%	19.45	0.88	1.22	1.60	3.88	0.64	0.07	\$27.74

**(D) Effective April 28, 2013 to April 30, 2014**

Classification	%	Basic Hourly Rate	Stat Hol Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Tri-Fund	Total Package
Class 2		32.03	1.44	2.01	1.60	5.05	0.64	0.07	\$42.84
Journeyman	100%	31.03	1.40	1.94	1.60	5.05	0.64	0.07	\$41.73
Uncertified		22.01	0.99	1.38	1.60	4.39	0.64	0.07	\$31.08
Apprentice 3 1201 - 2400	85%	26.38	1.19	1.65	1.60	5.05	0.64	0.07	\$36.58
Apprentice 2 301 - 1200	75%	23.27	1.05	1.46	1.60	4.64	0.64	0.07	\$32.73
Apprentice 1 000 - 300	65%	20.17	0.91	1.26	1.60	4.02	0.64	0.07	\$28.67

**General Foreman:**

- (a) A General Foreman will be appointed after sixty (60) Labourers are employed.
- (b) General Foreman rate of pay will be two dollars and fifty cents (\$2.50) per hour above the existing Foreman rate.

*Foreman:*

- (a) The Foreman shall receive a rate of two dollars and fifty cents (\$2.50) per hour above the highest classification working under them on his crew.

Foremen certified in the CODC Better SuperVision course, or equivalent, shall be paid three dollars and fifty cents (\$3.50) above the highest classification working under them on his crew.

- (b) The Employer shall utilize a labourer Foreman when there is a minimum crew size of six (6) labourers to a maximum of fifteen (15) and a Foreman for each fifteen (15) thereafter. The Foreman will be a working Foreman unless designated otherwise by the Employer.

*Class 2 labourer* - is a bricklayer helper grade one, formsetter, and concrete labourer grade one.

*Journeyman* - is a labourer who has been certified as a Journeyman Labourer under the Saskatchewan Apprenticeship and Trade Certification Commission or who had been grandfathered under the Construction Craft Labourer Occupation Regulations for the Province of Alberta prior to January 1, 2006.

*Uncertified labourer* - is a labourer who is neither a Journeyman or registered as a Labourer Apprentice under the Saskatchewan Apprenticeship and Trade Certification Commission but has worked more than 3000 verifiable hours as a labourer.

**2. Apprentices**

Apprentices shall be paid as follows:

Effective July 29, 2007:

Apprentice 3	1201 - 2400 hours	85% of Journeyman rate
Apprentice 2	301 - 1200 hours	75% of Journeyman rate
Apprentice 1	000 - 300 hours	65% of Journeyman rate

In order to advance to level 2 or level 3 the Apprentice, in addition to having worked the required hours, must also have completed the classroom training applicable to the respective level as required by the Saskatchewan Apprenticeship and Trade Certification Commission.

The Employer may employ one (1) Apprentice for each Labourer (Journeyman or uncertified Labourer) employed.

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

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**3. Health & Welfare Trust Fund**

Each Employer subject hereto shall contribute one dollar and sixty cents (\$1.60) for each and every hour worked by an Employee covered by this Agreement to the Labourers Health and Welfare Trust Fund of Western Canada. Contributions for the said Fund shall be forwarded to: Funds Administrative Service, 9th Floor, 9707 - 110th Street, Edmonton, AB, T5K 3T4.

**4. Pension Trust Fund**

Effective September 26, 2010 the Employer shall contribute to the Labourers' Pension Trust Fund of Western Canada at the rate of four dollars and eighty-five cents (\$4.85) per hour for each hour of work earned by each of its Employees covered by this Agreement. Effective May 1, 2011 the contribution shall be four dollars and ninety-five cents (\$4.95) per hour and effective April 29, 2012 the contribution shall be five dollars and five cents (\$5.05). Contributions for the said Fund shall be forwarded to: Funds Administrative Service, 9th Floor, 9707 - 110th Street, Edmonton, AB, T5K 3T4. Contributions to the Pension Trust Fund shall not exceed eighteen percent (18%) of an Employee's gross wages.

Special Provision - Funds Administrative Service will, as a requirement of this agreement, transfer the Pension contribution amounts for the first 300 hours of a Apprentice 1's earnings to the Saskatchewan Construction and General Workers Training Trust Fund. This provision does not change the remittance procedures relating to Pension or Training Fund contributions for the Employer.

**5. Training Trust Fund**

Each Employer subject hereto shall contribute sixty four cents (\$0.64) for each and every hour worked by an Employee covered by this Agreement to the Saskatchewan Construction and General Workers' Training Trust Fund. Contributions for said Fund shall be forwarded to: Funds Administrative Service, 9th Floor, 9707 - 110th Street, Edmonton, AB, T5K 3T4.

**6. Labourers' Tri-Fund**

Each Employer subject hereto shall contribute seven cents (\$0.07) for each and every hour worked by an Employee covered by this Agreement.

Contributions to the said Funds shall be forwarded to: Tri-Fund, Suite 700, 555 Burnhamthorpe Road, Toronto, ON, M9C 2Y3, no later than the 15th day of the month following.

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**7. 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 15<sup>th</sup> of the month following the month in which the hours were worked.
- (ii) Employers must also submit the monthly Employee Data Report to the PRO Care plan by the 15<sup>th</sup> of the month following to facilitate the confidential determination of eligibility by Human Solutions. There are three ways to submit this data:
  - entering the data directly on the CODC website at [www.codc.ca/procare](http://www.codc.ca/procare)  
OR
  - uploading an excel spreadsheet in the required format to the website (a sample spreadsheet can be downloaded from the website)  
OR
  - Forwarding an excel spreadsheet in the required format electronically to [procare@sasktel.net](mailto:procare@sasktel.net). **Hard copies of data will not be accepted.**

## **APPENDIX "B"**

### **Refractory**

NOTE: The drafting of this appendix is incomplete as of this date and will be faxed out as soon as possible. This appendix can, however, be dealt with separately if necessary.



## **APPENDIX "C"**

### **Enabling Procedures**

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

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

# APPENDIX "C"

## PRE-ENABLING CLAUSE INFORMATION SHEET

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

TO: _____	Telephone: (306) _____
_____	Facsimile: (306) _____
FROM: _____	Telephone: _____
_____	Facsimile: _____

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

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

KNOWN BIDDERS:	
UNION	NON-UNION

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

ITEM	DESCRIPTION

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

\_\_\_\_\_  
Business Representative, Local Union

\_\_\_\_\_  
Contractor Representative

# APPENDIX "D"

## EMPLOYEE SIGN-ON FORM

Name: \_\_\_\_\_  
(First Name) (Initial) (Last Name)

Street Address: \_\_\_\_\_

Apt. No.: \_\_\_\_\_ P.O. Box: \_\_\_\_\_

City/Town: \_\_\_\_\_ Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ Other Phone: ( ) \_\_\_\_\_

S.I.N.: \_\_\_\_\_ Hospitalization No. \_\_\_\_\_

Net Tax Claim Code: \_\_\_\_\_

Trade: \_\_\_\_\_ Classification: \_\_\_\_\_

***EMERGENCY CONTACT INFORMATION:***

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ Other Phone: ( ) \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

# APPENDIX "E"

## EMPLOYEE TERMINATION RECORD

**NAME** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_ **PROJECT** \_\_\_\_\_  
**CITY/PROV** \_\_\_\_\_ **PROJECT #** \_\_\_\_\_  
**PHONE** \_\_\_\_\_

***Reason for Termination***

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

Other - Explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[ ] Final 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 \_\_\_\_\_

# APPENDIX "F"

## LEAVE OF ABSENCE REQUEST

CONTRACTOR: \_\_\_\_\_ PROJECT: \_\_\_\_\_

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

CRAFT & BADGE NUMBER: \_\_\_\_\_ TOTAL # OF HOURS REQUESTED: \_\_\_\_\_

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

DATE: \_\_\_\_\_ TIME OF ABSENCE: \_\_\_\_\_

**IF MORE THAN 8 HOURS:**

LAST DAY TO BE WORKED BEFORE TIME OFF: \_\_\_\_\_

FIRST DAY TO BE WORKED AFTER TIME OFF: \_\_\_\_\_

REASON FOR LEAVE OF ABSENCE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

REASON FOR APPROVAL: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_

FOREMAN SIGNATURE \_\_\_\_\_

SUPERVISOR SIGNATURE \_\_\_\_\_

\*\*\*\*\*

**NOTE:**

1. "Personal business" will not be considered sufficient reason to grant a leave of absence, unless discussed with Project Superintendent.
2. Leave of absences will not be granted on the same day of the request, unless under extreme circumstances.
3. Upon a specific request by the Union, the Employer shall forward a copy of an Employee's approved Leave of Absence form. It is not intended that such forms be requested by the Union for all Employees.