

**I  
N  
D  
U  
S  
T  
R  
I  
A  
L**

# **PROVINCIAL SHEET METAL WORKERS' AGREEMENT**

**(For Industrial Construction in the Province of Saskatchewan)**

**THIS AGREEMENT ENTERED INTO BETWEEN:**

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

**(Hereinafter Referred to as the "EMPLOYER")**

**- AND -**

**THE SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL UNION 296,  
SASKATCHEWAN:**

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

**Effective June 30, 2013  
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 complement 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.

**INDEX**

DEFINITIONS ..... 4

ARTICLE 1:00 PURPOSE & SCOPE..... 8

ARTICLE 2:00 SPECIAL PROJECTS ..... 8

ARTICLE 3:00 UNION RECOGNITION, SUBCONTRACTING ..... 8

ARTICLE 4:00 UNION SECURITY, HIRING, JOB ACCESS, STEWARDS..... 9

ARTICLE 5:00 TERMINATION OF EMPLOYMENT .....12

ARTICLE 6:00 MANAGEMENT RIGHTS.....12

ARTICLE 7:00 JOINT LABOUR MANAGEMENT COMMITTEE .....13

ARTICLE 8:00 NO STRIKE/NO LOCKOUT .....13

ARTICLE 9:00 GRIEVANCE PROCEDURE & ARBITRATION .....13

ARTICLE 10:00 JURISDICTIONAL DISPUTES RESOLUTION.....15

ARTICLE 11:00 PRE-JOB AND MARK-UP CONFERENCES, JURSDICTION & ASSIGNMENT OF WORK .....16

ARTICLE 12:00 HOURS OF WORK, OVERTIME, SHOW UP TIME, CALLOUTS, SHIFTS, REST BREAKS .....17

ARTICLE 13:00 RECOGNIZED HOLIDAYS & VACATION .....20

ARTICLE 14:00 WAGE SCALES, PAYMENT OF WAGES, FRINGE BENEFITS .....21

ARTICLE 15:00 GENERAL WORKING CONDITIONS .....23

ARTICLE 16:00 TOOLS & EQUIPMENT .....24

ARTICLE 17:00 SAFETY & PRODUCTIVITY .....25

ARTICLE 18:00 TRANSPORTATION EXPENSES .....26

ARTICLE 19:00 CAMPS/COMMERCIAL ACCOMMODATION/SUBSISTENCE .....28

ARTICLE 20:00 BUILDING TRADES PER CAPITA DEDUCTION .....30

ARTICLE 21:00 CONTRACT ADMINISTRATION AND INDUSTRY DEVELOPMENT FEES.....30

ARTICLE 22:00 FAVOURED NATIONS .....31

ARTICLE 23:00 GENDER .....32

ARTICLE 24:00 ENABLING AGREEMENT TERMS & PROCEDURES .....32

ARTICLE 25:00 MARKET RECOVERY PROGRAM.....32

ARTICLE 26:00 SKILL ENHANCEMENT TRAINING PROGRAM .....32

ARTICLE 27:00 DURATION OF AGREEMENT .....33

SIGNING PAGE.....34

APPENDIX A INDUSTRIAL.....35

APPENDIX B SHOPS - INDUSTRIAL.....39

APPENDIX C ENABLING PROCEDURES .....44

APPENDIX D EMPLOYEE SIGN-ON FORM .....48

APPENDIX E EMPLOYEE TERMINATION RECORD.....49

APPENDIX F LEAVE OF ABSENCE REQUEST.....50

APPENDIX G COMPETITIVE SCHEDULING .....51

LETTER OF UNDERSTANDING .....52

## DEFINITIONS

- APPRENTICE – 4<sup>TH</sup> YEAR** - as defined in the Apprenticeship Standards.
- APPRENTICE – 3<sup>RD</sup> YEAR** - as defined in the Apprenticeship Standards.
- APPRENTICE – 2<sup>ND</sup> YEAR** - as defined in the Apprenticeship Standards.
- APPRENTICE – 1<sup>ST</sup> YEAR** - as defined in the Apprenticeship Standards.
- 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.
- COMMERCIAL WORK** - means all other construction work not specifically covered by the definition of Industrial Work that is within the jurisdiction of Local Union No. 296.
- COMPANY** - means a Contractor referred to in this agreement, engaged in Sheet Metal Work as defined in the Apprenticeship and Tradesmen Qualification Regulations under the Apprenticeship Act, Province of Saskatchewan, and will further include any shareholder(s) holding a Major equity or control therein who shall perform or cause to be performed, any work covered by this agreement under its own name or under the name of another as a person, corporation, company, partnership, enterprise, associate, combination or joint venture. The term Company shall further apply to all such work performed under the name of the Employer, or the name of any other person, corporation, company, partnership, enterprise, associate combination or joint venture. And finally, the term company will include any "Parallel Business, Service Company, or Holding Company (s)" who are employing workers; and "New Acquisition Company (s)" who are employing workers engaged in the Mechanical Trades defined above.
- EMPLOYEE** - means Journeymen Sheet Metal Workers/Welders and Registered apprentices according to Provincial Government classification as the case may be and a member in good standing of the Sheet Metal Workers' International Local 296 Saskatchewan.

**EMPLOYER**

- means the Company subject to this Agreement and shall include any Officer, Agent, Superintendent, or other representative acting in any way for or on behalf of an Employer.

**EQUIVALENT**

- where the term equivalent is used throughout this agreement, the Parties shall, by mutual agreement, determine any question regarding equivalency.

**INDUSTRIAL CONSTRUCTION**

- means all construction work that is within the work jurisdiction of Local Union No. 296 in respect to the following types of facilities:

- Breweries and distilleries
- Electrical Power Generation
- The development of Mining and Smelting Properties
- Oil Refineries, Upgraders, and all form of hydro carbon production, extraction or processing
- The development of Chemical Plants from any and all forms of feed stocks or other processing
- Pulp, Paper or Timber/Wood processing mills or sawmills
- Toxic Waste Disposal Systems
- Production and Processing Plants for Natural Gas, LPC, Oxygen, Carbon Dioxide or any other manufactured gases
- Base/Precious/Other Metal Production Plants or Upgraders of any and all kinds
- Pumping Stations and Compressor Stations (excluding Municipal Sewage & Water Treatment Plants)
- Cement, Lime and Gypsum Plants
- Food Processing (over 50,000 Square feet)
- Grain Elevator
- Glass Manufacturing
- Heavy Manufacturing (over \$1,000,000.00 - one million dollars-total mechanical)

**INDUSTRIAL & COMMERCIAL  
WORK ON INDUSTRIAL SITES**

- a) On industrial sites, all work within the confines of the plant shall be classified industrial
- b) All heating, ventilation comfort control systems and sheet metal work on camp and administration buildings/areas shall be classified commercial.

**JOURNEYMAN**

- means a Local Union 296 Journeyman as defined in the Apprenticeship Standards.

**1<sup>ST</sup> YEAR JOURNEMAN**

- means a Journeyman who has completed less than 9000 hours and who has not completed at least three (3) certified courses approved by the Educational Trust Committee.

**KM**

- means kilometre by road (not radius).

**LOCAL RESIDENT**

- a local resident is a person who has resided within one hundred (100) kilometres of a project, but outside the cities of Regina and Saskatoon, for at least six (6) months immediately preceding the date of hire.

**LOCAL UNION OR UNION**

- means the Sheet Metal Workers' International Association Local 296 Saskatchewan.

**QUALIFIED**

- shall mean to also include certification in the CODC Interactive "Rights and Responsibilities" course and the SCOT course or equivalent.

Further, for compulsory trades, qualified shall also mean to include enrollment in or completion of apprenticeship training programs, the successful pass of exams and having worked the required hours of the apprenticeship training program requirement.

**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
- Employment Insurance
- Utilities Receipt

For travellers from outside Saskatchewan only:

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

**SERVICE WORK**

- means the repair or maintenance of mechanical equipment only (examples but not limited to the following: furnaces, boilers, rooftop units, air conditioners and chillers). Service work does not include the manufacture or installation of duct work or duct systems.

**SHOP**

- means the principal place of fabrication for a company. This excludes temporary or mobile facilities or facilities erected for a specific project or jobsite.

## **ARTICLE 1:00 PURPOSE AND SCOPE**

- 1:01 This agreement made and entered into by the parties specified above, establishes by mutual consent of both parties, specific rules and regulations to govern employment wage scales and working conditions within the geographical jurisdiction (herein defined) of Members of Local Union 296 Saskatchewan and in the employ of the Employers subject to this Agreement.
- 1:02 The parties of this Agreement agree to carry out in good faith the provisions contained herein.
- 1:03 The geographical jurisdiction of this Agreement shall be the Province of Saskatchewan.
- 1:04 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 TD4E (12) 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 SPECIAL PROJECTS**

- 2:01 It shall be necessary for both Parties to mutually agree to amend provisions of this Collective Agreement by way of Appendices, where this action appears necessary or appropriate for certain projects because of the project location, type or size, or the Owner's specifications.

## **ARTICLE 3:00 UNION RECOGNITION, SUBCONTRACTING**

### **3:01 Union Recognition**

The Sheet Metal Trade shall apply in the manner and conditions specified herein to the manufacture, fabrication, assembling, erection and/or installation, dismantling, all sheet metal work and all other work in connection thereto included in the jurisdictional claims of the Sheet Metal Workers' International Association and none but Journeymen Sheet Metal Workers/Welders, Registered Apprentices, Beginners, Material Handlers and Members of Local 296 or any Employee mutually agreed upon by both the Employer and the Union shall be employed on said work by the Employer.

### **Subcontracting**

When letting, subletting, contracting, or subcontracting, the Employer agrees that any and all of the acknowledged work herein contained in the clause covering Trade Jurisdiction in



the respective appendix must be let, sublet, contracted or subcontracted to an Employer who is bound by this Provincial Agreement.

Without limiting the generality of the foregoing, when letting, subletting contracting, or subcontracting fabrication and/or purchasing of any and all the work covered by the terms and conditions of this Agreement, the Employers agree to let, sublet, contract or subcontract such work to or purchase such work from suppliers and/or shops bound by and performing the work under the terms and conditions of this Agreement.

All such work shall bear the "Yellow Label" of the Sheet Metal Workers' International association.

#### **Items Exempt From Labelling**

- a) Residential - round take-offs, adjustable elbows, s-cleats, drive cleats, pipe, and boots
- b) Material and/or equipment that the signatory shop is not capable of manufacturing, and is not available from a local signatory contractor but not limited to elbows, take-offs and tubular pipe.

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

### **4:01 Union Security**

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 thereafter, shall, within thirty (30) days after the commencement of his employment, apply for and maintain membership in the Union as a condition of his employment.

- 4:02 Upon the written request of any Employee within the scope of this Agreement or upon written request of the Union, the Employer agrees to deduct from the wages due to any such Employee, the Union dues, and submit all monies so deducted, along with a list of names and hours worked from each Employee who such deductions have been made, to the Union on or before the fifteenth (15th) day of each and every month.

### **4:03 Hiring**

The Union agrees to supply the employers with sufficient Sheet Metal Workers to meet their needs and the Employers agree that when hiring, they will first request the Union to supply Sheet Metal Workers.

In the event that the Union, upon request by an Employer, cannot supply any or all of the requested number of Sheet Metal Workers within two (2) working days following the request, then the Employer shall have the right to procure Sheet Metal Journeyman and/or Apprentices from other available sources.

The Employers agree to clear all applicants for employment through the Union before starting work. All applicants are requested to have a referral slip in their possession.

Work referral slips will not knowingly be issued by the Union to members who are inactive while on the EFAP Alcohol & Drug program nor will these members be knowingly dispatched to a contractor and or job site by the union, nor will they knowingly be hired by the Employer.

On all projects the Employer shall be allowed to choose or name hire the first fifty per cent (50%) of the new Employees requested. The Sheet Metal Union Local 296 Saskatchewan, shall supply the additional fifty per cent (50%) from the top of the Union unemployed list.

The Employer is allowed to call back all his workers from the Union's unemployed list who have previously been in his employ for a period of one (1) year in the last two (2) years.

Employers may hire Employees and the Union shall issue referral slips and/or clearance to Employees in accordance with the following priority:

- Qualified Saskatchewan Union Members whose residences are located within one hundred (100) kilometres of the project.

Where the Union is unable to supply the requested number of apprentices, the Employer may start new apprentices. Upon reporting for work, all new Apprentices must be reported to Sheet Metal Workers Local 296. The ratio of apprentices to journeyman shall not exceed the ratio established by the Saskatchewan Apprenticeship and Trade Certification Commission. It is the intent that the Employer may, from time to time, be able to start and hire new apprentices.

#### **Employee Sign-on Form**

Prior to starting work, an Employee shall provide to the Employer a completed Employee Sign-on Form (or equivalent), included as Appendix "D" to this Agreement.

#### **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, and for the previous pay period providing the information is available on the job site, shall be completed and provided to the Employee to finalize his employment. The form shall be signed by both the Employee and the Employer's supervisory authority.

4:04 It is hereby agreed that the Employer will not hire any person or persons other than Journeyman Sheet Metal Workers, Registered Apprentices, Beginners, or Material Handlers. This clause will, however, permit those persons, who are engaged by the various Employers subject to this Agreement in classifications other than Journeyman Sheet Metal Workers, Registered Apprentices or Beginners, to complete their training to obtain journeyman status.

### **Moonlighting**

Employees, when working for an Employer subject to this agreement, shall not engage in any Sheet Metal Work or other work for which he receives remuneration, except work done for themselves on their own premises. Any Employee covered by this Agreement, who, while in full employment of a signatory Employer engages in any other work in any occupation after hours shall be subject to disciplinary action by the Employer and the Union.

#### **4:05 Foremen**

- a) It is the intent of both parties to this Agreement that the term "Foreman" shall mean any Journeyman Sheet Metal Worker of a signatory Employer who is designated by such Employer to supervise the activities of other Employees.
- b) The Employer shall designate a Journeyman Sheet Metal Worker as a "B" Foreman when five (5) to ten (10) workmen (inclusive of the foreman) are employed on any jobsite. The employer shall designate a Journeyman Sheet Metal Worker as an "A" Foreman when over ten (10) workmen are employed on any jobsite.
- c) An "A" Foreman shall be permitted to supervise multiple crews to a limit of twenty (20) workmen on any one (1) jobsite.

#### **4:06 Job Access**

The duly authorized Business Manager or Business Agent for Local Union 296 shall have access to jobs and/or shops only with the permission of the Employer and it is understood that the progress of the work in hand shall not be interfered with in any way.

#### **4:07 Stewards**

The Employers agree to recognize the Shop and Job Stewards and one shall be appointed for each shop and/or each job site. The Steward shall be a working Journeyman, with preference given to persons who have completed a Steward Training Course applicable to this trade. It shall be the responsibility of the Union to notify the individual Employer of the names of the Stewards in his establishment and the effective date of the said Steward's appointment or any changes that may be made from time to time in this connection.

- a) It shall be the duty of Stewards to observe conditions of employment and the conduct of the members and to see that the conditions of the existing Agreement are complied with; to assist whenever possible in adjusting differences and misunderstandings which arise out of the interpretation of the application of the provisions of the existing Agreement in connection with the employment of members in the shop or on the job.
- b) If willing to work, where all other qualifications are equal, the Job Steward will have preference to work on overtime. The Steward will not be dismissed without discussion with the Business Representative.

Shop Stewards shall be allowed working time off when acting on a grievance provided they request permission from their foreman or immediate supervisor before acting on such grievance and they report to their foreman or supervisor on resuming their normal duties

and will give reasonable explanation if required. No allowance will be given for time taken during working hours for organizational work or other matters of Union nature not pertaining to a grievance.

The Employer subject to this Agreement shall grant leave of absence to the Shop Stewards or other members of the Union for a period not exceeding two (2) weeks in any year for the purpose of attending to such duties as may be delegated to the said Employee(s). Notice of seven (7) days in writing must be made by the Employee concerned. Such leave of absence as may be granted to the Employee shall be without pay. This clause shall not be used for walkout.

No Employee shall be discharged or discriminated against for his activity as a Union member. A Member who works on Committee or under the instructions of the Union shall not be discriminated against or lose his employment for such reasons.

**4:08 Job Jumping**

Employees who voluntarily terminate their employment with an employer on a project site will not be eligible for hire by another employer on the same site for a period of fifteen (15) days, unless the reasons for self-termination are satisfactory to the first employer and the union.

**ARTICLE 5:00 TERMINATION OF EMPLOYMENT**

5:01 The Employer shall have the right to determine the competency of its Employees and to discharge or refuse to employ in its discretion any Employee for any just and sufficient cause. The Employer agrees, however, that no Employee shall be discriminated against by reason of his membership in the Union, or his participation in its lawful activities.

**ARTICLE 6:00 MANAGEMENT RIGHTS**

6:01 The Union agrees that it is in the exclusive jurisdiction of the Employer to exercise the usual functions of management, including, but not so as to restrict the generality of the foregoing, the right;

- a) To conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the kinds and locations of machines, tools, and equipment to be used and the schedules of jobs and work, to classify and judge the suitability of Employees for various types of work, and to maintain order, discipline and efficiency.
- b) To select, hire, discharge, transfer, promote, lay off, or otherwise discipline Employees, provided that a claim by an Employee that he has been discharged without reasonable cause shall be subject to the provisions of the Grievance Procedure.

- c) To make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the Employees, violations of which will be cause for discipline and may include discharge.

## **ARTICLE 7:00 JOINT LABOUR MANAGEMENT COMMITTEE**

7:01 The signatories of this Agreement shall form a Labour Management Committee, to meet at least once per year, or more often, when mutually agreed to by the Business Manager of The Sheet Metal Workers' International Association Local Union 296 and the Chair of the CLR Sheet Metal Trade Division.

To ensure its effectiveness, this Committee shall be separate and apart from the grievance procedure.

The purpose of this Committee is to discuss mutual problems and matters of interest which may include recommending the clarification of matters relating to the Collective Agreement. Any clarifications that may result shall be communicated by the Union to its members and by CLR to all the unionized employers in the Sheet Metal Trade Division.

Other duties of the Committee shall include, but are not limited to, investigating and recommending ways to promote unionized construction in the sheet metal industry; identifying future skill shortages in the industry and recommending training and development initiatives, and investigating and recommending methods to improve labour relations for the general betterment of the industry.

## **ARTICLE 8:00 NO STRIKE / NO LOCKOUT**

8:01 The Employer agrees that it will not cause or direct any lock-out of Employees.

8:02 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. Violations of this Article may be cause for termination of the Employee.

## **ARTICLE 9:00 GRIEVANCE PROCEDURE AND ARBITRATION**

9:01 **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.

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

**9:02 Grievance by the Employer or the Union**

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

- Step I:** The aggrieved party shall discuss his complaint with his Steward and the Foreman or immediate Supervisor, who shall endeavour to settle this complaint.
- Step II:** If the complaint is not settled within three (3) working days excluding Saturday, Sunday and recognized holidays, from the date there is evidence of a grievance having occurred, it shall be reduced to writing and referred to the Local Union's Business Representative and the Employer's Labour Relations Representative on site.
- Step III:** If the grievance is not settled within thirteen (13) working days, excluding Saturday, Sunday and recognized holidays, from the date of the occurrence giving rise to the grievance, either party may request that the grievance be referred to the Union's International Representative and the Head Office of the Employer. If the grievance is not settled within twenty three (23) working days excluding Saturday, Sunday and recognized holidays, from the date there is evidence of a grievance having occurred, the grievance shall proceed to Arbitration at the request of either party.

**Optional Grievance Mediation**

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

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

6. If the parties are unable to settle the grievance by mediation, the grievance mediator shall endeavour to assist the parties to agree on the material facts in dispute, and then the parties may determine the grievance in accordance with the arbitration provisions commencing with Step IV.

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

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

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

#### **Arbitration**

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

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

**Step IX:** A single Arbitrator shall be selected by mutual agreement or if the Parties fail to agree on an Arbitrator within three (3) working days, a single Arbitrator appointed by the Minister of Labour shall hear any grievance which has been referred to Arbitration pursuant to this Agreement.

**Step X:** Both parties to the dispute shall share equally the expenses and fees of the Arbitrator.

**Step XI:** The Arbitrator shall sit, hear the parties, settle the terms of the question to be arbitrated and make its award within ten (10) days from the date of appointment, provided the time may be extended by the agreement of the Parties.

**Step XII:** The decision of the Arbitrator shall be final and binding upon both Parties.

## **ARTICLE 10:00 JURISDICTION DISPUTES RESOLUTION**

10:01 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 11:00 PRE-JOB AND MARK-UP CONFERENCES, JURISDICTION AND ASSIGNMENT OF WORK**

11:01 The Employer will hold a pre-job conference and equipment mark-up attended by all interested Unions and will provide an overall description of the project, projected manpower requirements by craft, general information pertaining to hiring and recruiting procedures, transportation, on site work rules, safety and security regulations, safety meetings and any other pertinent information. The Employer will inform the Unions as to the projected scope of the contract, information pertaining to the Employer's intended supervisory staff and other relevant information including intended work assignments. Notification of the pre-job conference and hard copy documents to be presented shall be given to the Saskatchewan Provincial Building & Construction Trades Council and the office of the President of the Building Trades Department AFL-CIO with a minimum of fifteen (15) calendar days prior to the date set for the conference. The pre-job and equipment mark-up in all cases shall be held at least ten (10) calendar days before the work commences. The time limits set forth herein may be varied to suit unusual circumstances after consultation between the Employer and the Building Trades Council.

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

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.

In the event a jurisdictional dispute arises, the representative(s) of the Union(s) shall first seek resolution of the dispute at the project level. In the event no resolution is found at the



project level, the respective International Union(s) shall follow the procedures of the Canadian Jurisdictional Disputes Plan, or its successor.

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

## **ARTICLE 12:00 HOURS OF WORK, OVERTIME, SHOW UP TIME, CALL OUTS, SHIFTS, REST BREAKS**

### **12:01 Hours of Work**

The regular working week shall consist of five (5) days, Monday to Friday inclusive.

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

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

The following starting and quitting times may be changed to suit job requirements or conditions. In the event the following starting and 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 the times.

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

The regular work day shall be between the hours of 6:00 a.m. and 6:00 p.m. with one-half (½) hour unpaid lunch period. The one-half (½) hour lunch break shall be taken within one-half hour of mid-shift and shall consist of eight (8) hours labour in the shop or on the job.

The starting and quitting times may be varied by mutual consent provided the work day does not exceed eight (8) hours.

#### **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 Friday. 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 6:00 pm with one-half ( $\frac{1}{2}$ ) hour for lunch. The one-half ( $\frac{1}{2}$ ) hour lunch break shall be taken within one-half hour of mid-shift.

**c) Competitive Scheduling**

- i. The following are competitive schedules that the Employer may utilize:  
(list is not exhaustive)
  - Fourteen Days On; Seven Off
  - Ten Days On; Four Off
- ii. See Appendix G for examples of Competitive Schedules.

**12:02 Overtime**

Overtime during the regular work week shall be paid only after eight (8) hours in a day on a five (5) day work schedule, or after ten (10) hours in a day in the case of a four (4) day work schedule or after employees have worked all available, straight time hours in the work week, unless Appendix F applies. Unscheduled overtime following directly after the shift shall be paid at overtime rates. For the purposes of this clause, a work week shall mean from Sunday midnight to Sunday midnight.

**a) Five Day Work Week Schedule**

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

**b) Four Day Work Week Schedule**

- i. When working under the four (4) day work week schedule, Employees shall be paid at double time (2x) the regular hourly rate for all hours worked in excess of the regular ten (10) hours per day Monday through Friday.
- ii. Based on the Monday to Thursday shift, hours worked on Fridays (other than as a make-up day) shall be paid at one and one-half (1.5x) times the Employees' regular rate of pay for the first ten (10) hours. All other hours worked on Fridays shall be paid at double time (2x). Time worked on Fridays shall be on a voluntary basis and each Employee has the right to refuse such work. The Employer must advise each Employee in advance the minimum number of hours to be worked or paid for on Fridays.
- iii. When working under the four (4) day work week schedule, Friday may be used as a make-up day when weather conditions have caused lost time during the regular work week. A make-up day will only be worked during the same week that the time is lost. Work performed on a make-up day shall be paid at the regular straight time rate for the first ten (10) hours to a maximum of forty (40) hours per week after which the double time (2x) rates shall apply. In no case

shall the time scheduled on a make-up day be less than eight (8) hours. Time worked on make-up days shall be on a voluntary basis and each Employee has the right to refuse such work.

**c) Saturdays, Sundays and Holidays**

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

**12:03 Show Up Time**

Employees covered by this Agreement who report for work by direction of the Employer and not placed at work, shall be entitled to receive two (2) hours pay at their established rate. If the Employee is placed at work, the Employer shall provide a minimum of four (4) hours pay.

**12:04 Call Outs**

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

**12:05 Shifts**

Shifts other than regular hours may be worked provided the shift lasts more than three (3) consecutive working days. Shifts other than day shift may commence anytime between the hours of 12:00 noon and 4:00 a.m.

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

Any shift other than a day shift shall be classed as a second or third shift. A premium of three dollars (\$3.00) effective November 21, 2010 for each hour worked on the second and third shifts shall be paid.

**12:06 Rest Breaks**

Each Employee shall receive a ten (10) minute rest break. One ten (10) minute rest break on the morning shift from 10:00 a.m. to 10:10 a.m. and one ten (10) minute rest break on the afternoon shift from 2:30 p.m. to 2:40 p.m.. Rest breaks may vary by mutual consent of the parties.

When overtime begins, the Employee(s) will be allowed a ten (10) minute rest break with pay between the end of the shift and the start of the overtime and every two (2) hours thereafter. Rest breaks may vary by mutual consent.

When unscheduled overtime begins immediately after the regular work day and continues for more than two (2) hours, the Employee shall be provided with a meal and beverage (hot

where possible) after the first two (2) hours of overtime and a hot meal and beverage every four (4) hours thereafter. The meal(s) shall be consumed on Company time.

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

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

## **ARTICLE 13:00 RECOGNIZED HOLIDAYS AND VACATION**

### **13:01**

a) The recognized holidays shall be as follows:

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

b) Under no circumstances shall any work be performed on Labour Day except in cases of emergency involving life or property. When a recognized holiday falls on a Saturday or Sunday, the next following work day shall be taken as an alternate day off. When two (2) recognized holidays fall on a succeeding Saturday or Sunday, the following Monday and Tuesday shall be taken off as alternate days.

Recognized holiday pay shall accrue at four and one-half percent (4.5%) of straight time earnings effective July 15, 2007, and shall be paid on each pay day.

### **13:02 Vacation Pay**

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

Each Employee shall be entitled to three (3) weeks annual vacation. Vacation shall be arranged between Employees and Employer to the most reasonable satisfaction of both.

After ten (10) years of employment, in accordance with the Labour Standards Act, each employee shall be entitled to four (4) weeks annual vacation. Annual vacation pay shall accrue at the rate of eight percent (8%) calculated on gross earnings and shall be paid on each pay day.

## **ARTICLE 14:00 WAGE SCALES, PAYMENT OF WAGES, FRINGE BENEFITS**

### **14:01 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.

### **14:02**

#### **a) Pay Days and Pay Periods**

Wages shall be paid to each Employee at a maximum of one week periods. The Employer may withhold a reasonable amount of wages, not to exceed one (1) week's wages, in order that the payroll may be prepared. The work week for payroll purposes shall generally end at Saturday midnight. However, in order to meet the Employer's payroll requirements the Employer may close the payroll earlier. This will be established as a job condition and those affected so notified.

#### **b) Method**

Wages shall be paid by cash or cheque, or electronic direct deposit into the Employee's bank account of choice, at no cost to the Employee. The method of payment shall be as determined by the Employer. A printed confirmation of earnings and deductions (or electronic pay stubs) 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.

#### **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 ("ROE") shall be mailed to the Employee's last known address on the next week 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 ROEs a paper copy of the ROE shall be provided on request of an Employee.

### **14:03 Fringe Benefits**

The Employer shall contribute to all fringe benefits and trust funds in accordance with the attached Appendices A and B and forming part of this Agreement.

All contributions must be submitted by the fifteenth (15th) day of the month following the month for which such contributions are payable. Failing to do so the Employer agrees to pay a penalty of five per cent (5%) per month for all monies outstanding.

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.

**a) Health and Welfare Trust Fund**

The Employer shall contribute an amount per hour to the Sheet Metal Workers Local 296, Saskatchewan Health & Welfare Trust Fund in accordance with Part 2, Classification and Wage Scales, of Appendices A and B and forming part of this Agreement.

Both Parties to this Agreement agree to continue the Health & Welfare Trust Fund.

The Employers and the Union shall elect an equal number of Trustees who shall have the responsibility of administrating a Health & Welfare Plan.

**b) Pension Plan Trust Fund**

The Employer shall contribute an amount per hour to the Sheet Metal Workers Local 296, Saskatchewan Pension Plan Trust Fund in accordance with Part 2, Classification and Wage Scales, of Appendices A and B and forming part of this Agreement.

Both parties to this Agreement agree to continue the Pension Plan Trust Fund.

The Trustees as set up under the Health and Welfare Fund shall also be the Trustees for the Pension Plan.

**c) Educational Trust Fund**

The Employer shall contribute an amount per hour to the Sheet Metal Workers Local 296, Saskatchewan Educational Trust Fund in accordance with Part 2, Classification and Wage Scales, of Appendices A and B and forming part of this Agreement.

The Employer and Union agree to participate in an Educational Trust Fund for the development of skills of Journeymen and Apprentices in the Sheet Metal Industry.

The Employer and the Union shall form a joint and equal Educational Trust Fund Committee and be composed of four (4) members representing the Employers who are subject to this

Agreement and four (4) members representing the Union selected by the groups they represent. Such Committee to be responsible for the joint administration of the said Trust Fund.

**d) Welfare Fund II**

The Employer shall contribute an amount per hour to the Sheet Metal Workers Local 296, Saskatchewan Welfare Fund II in accordance with Part 2, Classification and Wage Scales, of Appendices A and B and forming part of this Agreement.

**e) 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.**

## **ARTICLE 15:00 GENERAL WORKING CONDITIONS**

15:01 It shall be the responsibility of the Employer to supply heated lunch rooms and clean rest rooms on the job sites subject to prevailing conditions and joint responsibility.

## ARTICLE 16:00 TOOLS AND EQUIPMENT

16:01 Tools - each Journeyman must have in his possession on the job, the following tools in first class condition:

|   |                                |
|---|--------------------------------|
| 1 pair pliers                               | 2 pair dividers(large & small) |
| 1 25' pocket tape                           | 1 hacksaw frame                |
| 2 cold chisels                              | 1 scratch awl                  |
| 1 centre punch                              | 1 small square                 |
| 1 drift punch                               | 1 50 foot tape                 |
| 1 small level                               | 1 pop rivet tool               |
| 1 pair heavy hand sheers<br>(bull snips)    | 1 tinnerns hammer              |
| 1 pair regular hand sheers                  | 1 set Allen wrenches           |
| 2 pair aviation snips (left & right)        | 2 vice grip "C" clamps         |
| 1 set screw drivers (various types & sizes) | 1 tool box                     |
| 1 8" crescent wrench                        |                                |

16:02 Each first year Apprentice must have in his possession on the job, the following tools in first class condition:

- 1 tinnerns hammer
- 2 pair aviation snips (left & right)
- 1 pair regular hand sheers
- 2 screw drivers
- 1 scratch awl
- 1 pair pliers
- 1 25' pocket tape

Each Apprentice shall acquire tools as he fulfills his apprenticeship contract in order to have a full set of Journeyman tools prior to becoming a Journeyman.

Journeymen shall not be responsible to supply tools for Apprentices or Probationary Apprentices.

16:03 The Employer will replace all tools worn or damaged under normal use, excluding measuring tapes which shall only be replaced after first three months of employment.

The Employer agrees to provide suitable lockable storage for tools where feasible.

16:04 Employers shall provide, where required, in good condition, scaffolding or ladders or other like equipment. It shall be the responsibility of the Employee to inspect equipment and satisfy himself that it is safe and suitable for the purpose for which he intends to use it, and notify the Employer of any need of replacement or added equipment for his safety. Also, it will be the responsibility of the Employee to request assistance from the Employer when ladders are to be used over one storey or its equivalent. Such tools as are supplied by the shop shall be the reasonable responsibility of the Employee concerned.



An Employee found abusing Company tools shall be subject to immediate dismissal or voluntary replacement of the tools.

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

### **17:01 Safety**

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

17:02 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 safety programs. Documentation of any previous training shall be provided by the Employee upon request by the Employer.

Prior to expiry of the Agreement on April 30, 2013, current Members of Local 296 shall have completed three (3) courses from the following list. Apprentices who do not complete three (3) courses shall not be awarded Journeyman wages. New Members shall be allowed two years from date of hire to complete three (3) courses.

Courses - Fall Arrest, Asbestos Safety & Awareness, First Aid/CPR, H2S Alive, Rigging & Safety, Confined Space Entry, Aerial Work Platforms, Steward Training or other courses appropriate to the trade as agreed by the Joint Training Committee.

When requested, all such documentation of current training must be provided by the employee to the union prior to dispatch and to the employer upon hire. It will be the Union's and Employer's shared responsibility to keep copies of qualifications of all workers dispatched.

Funding is to be provided from the Educational Trust Fund.

17:03 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.

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

17:04 An Employee who is injured while working for the Employer and who is sent home because of such injury shall receive pay up to the end of the shift in which he was injured. The Steward will be allowed time to gather the injured worker's personal belongings as soon as possible after the accident and if the case warrants it, the Employer shall designate someone to accompany the injured worker to the doctor or hospital without loss of pay for the regular shift.

**17:05 Safety Orientation**

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

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

As a condition of employment it is the sole responsibility of each and every employee to obtain, hold and maintain all current certification(s) in any and all provincially legislated safety training requirements (i.e. WHMIS, Fall Arrest etc.) that are trade specific when requested. Supporting documentation of all legislated training must be provided by the employee to the Union prior to dispatch and to the employer upon hire and may be further requested by the employer at any time during the duration of their employment. Prior to the expiration of any certification, the Employee will be notified by the Employer.

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.

**17:06 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.

17:07 It is agreed that productivity and quality of work is one of the objectives of the Parties to this Agreement.

## **ARTICLE 18:00 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.

**18:01 Local Residents**

- a) Local residents shall not be entitled to initial, terminal or rotational transportation.
- b) Effective November 21, 2010 the transportation expense shall be the vehicle allowance rate published by Canada Revenue Agency for the maximum rate (generally for the first 5,000 km). The transportation expense shall be adjusted as the CRA rate changes and become effective on the same date as the next wage adjustments.

Local residents living beyond the thirty (30) kilometre free zone around the project shall be paid fifty-four cents (\$0.54) per kilometre 2010, from their residence to the edge of the free zone and return for every day the Employee works or reports to work. If called to return to work during the same twenty four (24) hours, shall receive same payment as above.

**18:02 Free Zone**

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

**18:03 Daily Transportation**

When an Employee is required to supply his/her own transportation beyond the City Limits of Regina or Saskatoon, each Employee shall be paid a transportation expense of fifty-four cents (\$0.54) 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.

**18:04 Daily Transportation with Board and Room or Subsistence**

On projects where board and room or subsistence allowance applies and the temporary domicile is beyond thirty (30) road kilometres Free Zone around the project, the Employer shall provide transportation or each Employee shall be paid fifty-four cents (\$0.54) per road kilometre, effective November 21, 2010, when supplying his/her own transportation, from the temporary domicile to the boundary of the project thirty (30) road kilometre Free Zone and return daily.

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.

**18:05 Initial and Terminal Transportation**

On projects where accommodation is supplied or paid for, each Employee shall be paid a transportation expense of fifty-four cents (\$0.54) per road kilometre to the project site from 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). An Employee remaining thirty (30) calendar days, or in the event of a lay-off, shall have his/her return transportation expense paid to Regina. In any event, 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.

**18:06 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 Regina, each Employee shall receive round trip transportation expenses at the rate of fifty-four cents (\$0.54) per road 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.

18:07 When an Employer is providing initial, terminal and rotational transportation, each Employee shall be paid an allowance equal to his/her straight time rate for actual travel time and no transportation expenses will be paid.

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

**18:08 Air Transportation  
Initial, Terminal and Rotational Transportation**

Notwithstanding any other provision of this Agreement, when the Employer supplies air transportation to remote Northern projects, the parties will establish a mutual agreement for the transportation terms and conditions for the project.

**ARTICLE 19:00 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.

**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.

19:01 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.

**19:02 Camps**

- a) Camps are not permitted within eighty (80) road kilometres of Regina, Saskatoon, or Prince Albert.
- 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 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.

**19:03 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 (4) days shall be paid five (5) days subsistence allowance. However, if additional days are worked within the same week the subsistence allowance will revert to the per day worked basis and the five (5) day subsistence for the four (4) days worked will not apply.

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

- 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) If the Employee travels more than two hundred (200) road kilometres from Saskatoon or Regina, on the day prior to start of work, the subsistence allowance, at the applicable rate, will be paid for the initial day of travel provided the Employee provides an original paid hotel receipt acceptable to the Employer. Only one receipt per room will be accepted for reimbursement.

**19:04 Subsistence Allowance**

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

Effective one hundred and thirty dollars (\$130.00)

- b) An Employee shall forfeit subsistence allowance for absenteeism or leaving work without written permission on any working day. When 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.

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 "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 Request form. It is not intended that such forms be requested by the Union for all Employees.

- c) In extraordinary circumstances the Employer may provide an advance of subsistence allowance to an Employee on the basis of the following:
  - i. An advance is available to a new hire and only upon request.
  - ii. The advance may be available after the initial three (3) days of employment and shall be limited to three (3) days subsistence allowance.
  - iii. The value of the advance shall be deducted from the Employee's first pay.

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

20:01 The Employer agrees **to deduct from each Employee** covered by the terms of this Agreement, five cents (\$0.05) per hour for each hour worked by the Employee. Such deduction(s) to be remitted not later than the fifteenth (15th) day of the following month and made payable to the Sheet Metal Workers' International Association Local Union 296, Saskatchewan. By voluntary agreement, the Local Union shall forward said monies to the Saskatchewan Provincial Building and Construction Trades Council (SPB & CTC) at 1111 Osler Street, Regina, Saskatchewan, S4R 8R4. The Local Union is to receive a list showing the amounts and a list of names from whom such deductions were made.

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

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

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

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

|              |                               |
|--------------|-------------------------------|
| a) SPB & CTC | \$0.05/hour(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.

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

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

21:05 In the event of a failure on the part of any Employer to contribute the funds as required in this Article, the SPB & CTC, the Union or CLR may collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision in 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 22:00 FAVOURED NATIONS**

22:01 No agreement embodying any terms or conditions more favourable to any other Employer than the terms and conditions embodied in this Agreement shall be signed by the Union with any other Employer engaged in construction within the geographical jurisdiction of this Agreement. In the event that any more favourable terms or conditions are extended to any other Employer by the Union or included in any agreement signed by the Union with any other Employer and made operative during the life of this Agreement, then such more favourable terms and conditions shall immediately apply to this Agreement, and be in force and effect as an amendment to this Agreement as though included herein.

Employees covered by this Agreement who are sent by their Employer into jurisdiction of another Local Union affiliated with the Sheet Metal Workers' International Association whose established wage rates are higher than those provided for in this Agreement, shall receive the higher rate of the Local Union into whose jurisdiction the Employees have been sent.

**ARTICLE 23:00 GENDER**

23:01 Where the masculine gender is used in this Agreement, it shall be considered to include the feminine gender.

**ARTICLE 24:00 ENABLING AGREEMENT TERMS AND PROCEDURES**

24:01 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".

**ARTICLE 25:00 MARKET RECOVERY PROGRAM**

25:01 The parties agree that increasing market share in the unionized sector of the Saskatchewan construction industry and enhancing the competitiveness of unionized contractors and their Employees in securing work are important objectives.

**ARTICLE 26:00 SKILLS ENHANCEMENT TRAINING PROGRAM**

26:01 To maintain the skills of journeymen and apprentices at the highest level, the Employer and the Local Union may agree to jointly sponsor short term training courses.

Agreed upon courses will be held outside of regular working hours and Employees attending will do so on their own time.



## **ARTICLE 27:00 DURATION OF AGREEMENT**

27:01 This Agreement shall be effective from June 30, 2013, 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 HERETO HAVE ENTERED INTO THIS AGREEMENT AND CAUSED IT TO BE SIGNED BY ITS DULY AUTHORIZED REPRESENTATIVE(S) THIS 30th DAY OF June, 2013.

**SIGNED ON BEHALF OF:**

**THE SHEET METAL WORKERS' INTERNATIONAL  
ASSOCIATION LOCAL UNION 296, SASKATCHEWAN**

\_\_\_\_\_  
Lorne Andersen  
Business Manager

\_\_\_\_\_  
Trent Marshall  
President

**SIGNED ON BEHALF OF:**

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

\_\_\_\_\_  
Doug Christie  
Trade Division Chairperson

\_\_\_\_\_  
Warren Douglas  
Executive Director

## APPENDIX "A"

### Industrial

#### 1. Union Recognition

The Employer recognizes the Union as the sole collective bargaining agent for all employees within the jurisdiction of the Sheet Metal Workers' International Association Local Union 296, Saskatchewan.

#### 2. Classification and Wage Scales

##### A. EFFECTIVE JUNE 30, 2013

| Classification               | %   | Basic Hourly Rate | Stat Hol Pay 4.5% | Vac Pay 6% | Health and Welfare | Pension Trust Fund | Welfare Fund II | Educ Fund | Total Package  |
|------------------------------|-----|-------------------|-------------------|------------|--------------------|--------------------|-----------------|-----------|----------------|
| <b>Foremen:</b>              |     |                   |                   |            |                    |                    |                 |           |                |
| General Foreman              | 120 | 46.68             | 2.10              | 2.93       | 1.50               | 7.10               | 0.25            | 0.50      | <b>\$61.06</b> |
| "A" Foreman                  | 110 | 42.79             | 1.93              | 2.68       | 1.50               | 7.10               | 0.25            | 0.50      | <b>\$56.75</b> |
| "B" Foreman                  | 105 | 40.85             | 1.84              | 2.56       | 1.50               | 7.10               | 0.25            | 0.50      | <b>\$54.60</b> |
| <b>Journeyman:</b>           |     |                   |                   |            |                    |                    |                 |           |                |
| Journeyman                   |     | 38.90             | 1.75              | 2.44       | 1.50               | 7.10               | 0.25            | 0.50      | <b>\$52.44</b> |
| 1st Yr Journeyman            | 90  | 35.01             | 1.58              | 2.20       | 1.50               | 6.74               | 0.25            | 0.50      | <b>\$47.78</b> |
| <b>Apprentices:</b>          |     |                   |                   |            |                    |                    |                 |           |                |
| 4th Year                     | 80  | 31.12             | 1.40              | 1.95       | 1.50               | 6.01               | 0.25            | 0.50      | <b>\$42.73</b> |
| 3rd Year                     | 70  | 27.23             | 1.23              | 1.71       | 1.50               | 5.26               | 0.25            | 0.50      | <b>\$37.68</b> |
| 2nd Year                     | 60  | 23.34             | 1.05              | 1.46       | 1.50               | 4.52               | 0.25            | 0.50      | <b>\$32.62</b> |
| 1st Year                     |     |                   |                   |            |                    |                    |                 |           |                |
| 2nd Six Months               | 55  | 21.40             | 0.96              | 1.34       | 1.50               | --                 | 0.25            | 0.50      | <b>\$25.95</b> |
| 1st Six Months<br>(Beginner) | 55  | 21.40             | 0.96              | 1.34       | --                 | --                 | --              | 0.50      | <b>\$24.20</b> |

- NOTE:
1. Journeyman Welders are to be paid Journeyman Sheet Metal rates.
  2. A Beginner is a probationary Employee for a period not to exceed 900 hours.

#### 3. Foremen

Foreman's rate of Pay:

General Foreman - 20% above Journeyman's rate of pay.

Appointment of General Foremen will be at the sole discretion of the Employer.

"A" Foreman - 10% above Journeyman's rate of pay

"B" Foreman - 5% above Journeyman's rate of pay

Foremen and General Foremen who have completed taking the CODC Better SuperVision Course or equivalent:

|                 |   |                                    |
|-----------------|---|------------------------------------|
| "A" Foreman     | - | 13% above Journeyman's rate of pay |
| "B" Foreman     | - | 8% above Journeyman's rate of pay  |
| General Foreman | - | 26% above Journeyman's rate of pay |

Preference will be given in appointing Foremen and General Foremen who have completed the CODC Better SuperVision Course or equivalent.

**4.**

**a) Apprentices - Sheet Metal Worker**

All percentages shall be of the Journeyman's hourly wage rate:

|                        |   |                          |
|------------------------|---|--------------------------|
| First Year Apprentice  | - | 55% of Journeyman's rate |
| Second Year Apprentice | - | 60% of Journeyman's rate |
| Third Year Apprentice  | - | 70% of Journeyman's rate |
| Fourth Year Apprentice | - | 80% of Journeyman's rate |
| First Year Journeyman  | - | 90% of Journeyman's rate |

Apprentices are governed by the Saskatchewan Apprenticeship Act and both Parties hereto agree that no Apprentice shall be permitted to do any work outside of the Shop during the first four (4) years of his Apprenticeship period unless working with a Journeyman Sheet Metal Worker or a 4th year Sheet Metal Worker member of Local 296.

It is further agreed between the Parties hereto that no 3rd year Sheet Metal Worker, 2nd year Sheet Metal Worker or beginner shall be permitted to do any work on any jobsite outside of the Shop unless working with a Journeyman Sheet Metal Worker member of Local Union 296.

It is mutually agreed that not more than two (2) apprentices for every one (1) Journeyman employed at the Trade shall be allowed to work with the tools of the Trade in accordance with the Apprenticeship Act.

Final Level apprentices shall be excluded from the calculation of Journeyperson to Apprentice ratio.

An Apprentice, under a provincial apprenticeship agreement, shall receive three (3) months bench training per year with a minimum of one (1) month per year.

**b) Apprentices - Welder**

Apprentices to be paid according to classification as below:

|               |   |                          |
|---------------|---|--------------------------|
| 1st 12 months | - | 55% of Journeyman's rate |
| 2nd 12 months | - | 60% of Journeyman's rate |
| 3rd 12 months | - | 70% of Journeyman's rate |
| 4th 12 months | - | 80% of Journeyman's rate |
| 5th 12 months | - | 90% of Journeyman's rate |

All Journeyman welders shall be paid Journeyman Sheet Metal rate. Apprentice welders will be paid their percentage of Journeyman Sheet Metal rate.

Journeyman Welders must hold a Saskatchewan Welders' Certificate. Other Provinces' Certificates will be valid until the first opportunity to obtain the Saskatchewan Provincial Certificate. All Apprentices must be indentured in the Saskatchewan Apprenticeship School. Apprentices are governed by the Saskatchewan Apprenticeship Act. Apprentices shall work under direct supervision of a Journeyman.

**c) Sheeting Work**

Any sheeting work on industrial projects will be paid in accordance with the Sheet Metal classifications in this Appendix and will be subject to the terms and conditions of the main body of this Collective Agreement.

Any sheeter working on industrial sheet metal work will be paid according to the sheet metal classifications in this Appendix.

**5. Health and Welfare Trust Fund**

The Beginner (1<sup>st</sup> six months) will not pay into the Health & Welfare Fund.

Employer Contribution

Effective June 30, 2013, the Employer shall contribute one dollar and fifty cents (\$1.50) per hour for each hour worked by his Employees covered by the terms of this Agreement and shall submit such contributions to a trust Account as designated by the Trustees. Contributions will be made on the basis of full and half hours.

Employee Contribution

Effective November 21, 2010, the Employees agree to contribute to the Trust Fund thirty five cents (\$0.35) per hour worked, which amount shall be deducted from the Employee's wages by the Employer and paid to the Health & Welfare Trust Account. The Union agrees they will never ask the Employer to match any contributions made by the Employee under this clause.

**6. Pension Plan Trust Fund**

Employer Contribution

The Employer shall not contribute his portion into the Sheet Metal Workers Local 296 Pension Trust Fund on behalf of first year Apprentices.

Effective June 30, 2013, the Employer shall contribute seven dollars and ten cents (\$7.10) per hour for each hour earned by his Employees covered by the terms of this Agreement and shall submit such contributions to a trust Account as designated by the Trustees. Where an Employee works overtime, the contribution shall be one and one-half (1.5x) or two (2x) the aforementioned rate, in accordance with the overtime provisions in this Agreement. Contributions will be made on the basis of full and half hours, and all contributions shall be remitted monthly on forms to be provided by the Plan. All

contributions are to be remitted so as to be received on or before the fifteenth (15<sup>th</sup>) of the month following that for which such contributions are payable. These contributions shall be in addition to any compulsory Government pension plan.

The Employer contribution to the Pension Trust Fund on behalf of second through fourth year Apprentices and 1<sup>st</sup> Year Journeymen shall be calculated on the basis of a maximum of eighteen percent (18%) of the Apprentice's or 1<sup>st</sup> Year Journeyman's gross wage rate (basic wage rate + 4.5% statutory holiday pay + 6% vacation pay) but in any case shall not exceed the Employer contribution rate to the Pension Trust Fund on behalf of Journeymen.

**7. Educational Trust Fund**

Effective June 30, 2013, the Employer shall contribute fifty cents (\$0.50) per hour for each hour worked by his Employees covered by the terms of this Agreement, and shall submit such contributions to the deposit account designated by the Joint Training Committee as a Trust Fund Deposit Account.

**8. Welfare Fund II**

The Beginner (1st six months) will not pay into the Welfare Fund II.

The Employer shall contribute the amount of twenty-five cents (\$0.25) per hour for each hour worked by his employees covered by the terms of this Agreement and shall submit such contributions to the Welfare Fund II.

**9. Trade Promotion Fund**

Employee Contribution

Effective November 21, 2010, the Employees agree to contribute ten cents (\$0.10) per hour for each hour worked to the Promotion Fund, which amount shall be deducted from the Employee's wages by the Employer and submitted to the Sheet Metal Workers' Local 296 Trade Promotion Fund. The Union agrees they will never ask the Employer to match any contributions made under this clause.

## APPENDIX "B"

### Shops - Industrial

#### 1. Union Recognition

The Employer recognizes the Union as the sole collective bargaining agent for all employees within the jurisdiction of the Sheet Metal Workers' International Association Local Union 296, Saskatchewan.

#### 2. Classification and Wage Scales

##### A. EFFECTIVE JUNE 30, 2013

| Classification | % | Basic Hourly Rate | Stat Hol Pay 4.5% | Vac Pay 6% | Health and Welfare | Pension Trust Fund | Welfare Fund II | Educ Fund | Total Package |
|----------------|---|-------------------|-------------------|------------|--------------------|--------------------|-----------------|-----------|---------------|
|----------------|---|-------------------|-------------------|------------|--------------------|--------------------|-----------------|-----------|---------------|

##### INDUSTRIAL

##### **Foremen:**

|                 |     |       |      |      |      |      |      |      |         |
|-----------------|-----|-------|------|------|------|------|------|------|---------|
| General Foreman | 120 | 42.23 | 1.90 | 2.65 | 1.50 | 6.28 | 0.25 | 0.50 | \$55.31 |
| "A" Foremen     | 110 | 38.71 | 1.74 | 2.43 | 1.50 | 6.28 | 0.25 | 0.50 | \$51.41 |
| "B" Foremen     | 105 | 36.95 | 1.66 | 2.32 | 1.50 | 6.28 | 0.25 | 0.50 | \$49.46 |

##### **Journeyman:**

|                   |    |       |      |      |      |      |      |      |         |
|-------------------|----|-------|------|------|------|------|------|------|---------|
| Journeyman        |    | 35.19 | 1.58 | 2.21 | 1.50 | 6.28 | 0.25 | 0.50 | \$47.51 |
| 1st Yr Journeyman | 90 | 31.67 | 1.43 | 1.99 | 1.50 | 6.11 | 0.25 | 0.50 | \$43.45 |

##### **Apprentices:**

|                           |    |       |      |      |      |      |      |      |         |
|---------------------------|----|-------|------|------|------|------|------|------|---------|
| 4th Year                  | 80 | 28.15 | 1.27 | 1.77 | 1.50 | 5.42 | 0.25 | 0.50 | \$38.86 |
| 3rd Year                  | 70 | 24.63 | 1.11 | 1.54 | 1.50 | 4.78 | 0.25 | 0.50 | \$34.31 |
| 2nd Year                  | 60 | 21.11 | 0.95 | 1.32 | 1.50 | 4.11 | 0.25 | 0.50 | \$29.74 |
| 1st Year                  |    |       |      |      |      |      |      |      |         |
| 2nd Six Months            | 55 | 19.35 | 0.87 | 1.21 | 1.50 | ---  | 0.25 | 0.50 | \$23.68 |
| 1st Six Months (Beginner) | 55 | 19.35 | 0.87 | 1.21 | ---  | ---  | ---  | 0.50 | \$21.93 |

| Classification | % | Basic Hourly Rate | Stat Hol Pay 4.5% | Vac Pay 6% | Health and Welfare | Pension Trust Fund | Welfare Fund II | Educ Fund | Total Package |
|----------------|---|-------------------|-------------------|------------|--------------------|--------------------|-----------------|-----------|---------------|
|----------------|---|-------------------|-------------------|------------|--------------------|--------------------|-----------------|-----------|---------------|

##### MATERIAL HANDLER

|                |  |       |      |      |      |      |      |      |         |
|----------------|--|-------|------|------|------|------|------|------|---------|
| After 1st Year |  | 17.31 | 0.78 | 1.09 | 1.50 | 3.45 | 0.25 | 0.50 | \$24.88 |
| 1st Year       |  |       |      |      |      |      |      |      |         |
| 2nd Six Months |  | 14.39 | 0.65 | 0.89 | 1.50 | ---  | 0.25 | 0.50 | \$18.18 |
| 1st Six Months |  | 14.35 | 0.65 | 0.89 | ---  | ---  | ---  | 0.50 | \$16.39 |

**3. Foremen**

a) Foreman's rate of Pay:

General Foreman - 20% above Journeyman's rate of pay.

Appointment of General Foremen will be at the sole discretion of the Employer.

"A" Foreman - 10% above Journeyman's rate of pay

"B" Foreman - 5% above Journeyman's rate of pay

Foremen and General Foremen who have completed taking the CODC Better SuperVision Course or equivalent:

"A" Foreman - 13% above Journeyman's rate of pay

"B" Foreman - 8% above Journeyman's rate of pay

General Foreman - 26% above Journeyman's rate of pay

Preference will be given in appointing Foremen and General Foremen who have completed the CODC Better SuperVision Course or equivalent.

- b) In shops, the Employer shall designate a Journeyman as a "B" Foreman when up to ten (10) workmen (inclusive of Foreman) are employed in the shop. When over ten (10) workmen are employed in the shop on a regular or semi-regular basis, the Employer shall designate a Journeyman as an "A" Foreman. Shop Foreman rates shall not have cause to fluctuate up and down by temporary changes in the workforce. All workmen working in the shop shall be under the supervision of the Shop Foreman.

**4. Material Handler**

A Material Handler is defined as a shop worker who performs tasks of routine and highly repetitive nature relating to high volume production. The Material Handler may also perform other tasks such as clean up, receiving and truck driving.

The ratio of Material Handlers to other regular workers (Journeyman and Apprentices) shall be as follows:

- a) Shops under ten (10) regular workers may employ one (1) Material Handler.
- b) Shops with ten (10) to fourteen (14) regular workers may employ up to two (2) Material Handlers.
- c) Shops with fifteen (15) to nineteen (19) regular workers may employ up to three (3) Material Handlers.
- d) Shops with twenty (20) or more regular workers may employ up to four (4) Material Handlers.



**5.**

**a) Apprentices - Shop Sheet Metal Worker**

All percentages shall be of the Journeyman's hourly wage rate:

|                        |   |                          |
|------------------------|---|--------------------------|
| First Year Apprentice  | - | 55% of Journeyman's rate |
| Second Year Apprentice | - | 60% of Journeyman's rate |
| Third Year Apprentice  | - | 70% of Journeyman's rate |
| Fourth Year Apprentice | - | 80% of Journeyman's rate |
| First Year Journeyman  | - | 90% of Journeyman's rate |

Apprentices are governed by the Saskatchewan Apprenticeship Act and both Parties hereto agree that no Apprentice shall be permitted to do any work outside of the Shop during the first four (4) years of his Apprenticeship period unless working with a Journeyman Sheet Metal Worker or a 4th year Sheet Metal Worker member of Local 296.

It is further agreed between the Parties hereto that no 3rd year Sheet Metal Worker, 2nd year Sheet Metal Worker or beginner shall be permitted to do any work on any jobsite outside of the Shop unless working with a Journeyman Sheet Metal Worker member of Local Union 296.

It is mutually agreed that not more than two (2) apprentices for every one (1) Journeyman employed at the Trade shall be allowed to work with the tools of the Trade in accordance with the Apprenticeship Act.

An Apprentice, under a provincial apprenticeship agreement, shall receive three (3) months bench training per year with a minimum of one (1) month per year.

**b) Apprentices - Shop Welder**

Apprentices to be paid according to classification as below:

|               |   |                          |
|---------------|---|--------------------------|
| 1st 12 months | - | 55% of Journeyman's rate |
| 2nd 12 months | - | 60% of Journeyman's rate |
| 3rd 12 months | - | 70% of Journeyman's rate |
| 4th 12 months | - | 80% of Journeyman's rate |
| 5th 12 months | - | 90% of Journeyman's rate |

All Journeyman welders shall be paid Journeyman Sheet Metal rate. Apprentice welders will be paid their percentage of Journeyman Sheet Metal rate.

Journeyman Welders must hold a Saskatchewan Welders' Certificate. Other Provinces' Certificates will be valid until the first opportunity to obtain the Saskatchewan Provincial Certificate. All Apprentices must be indentured in the Saskatchewan Apprenticeship School. Apprentices are governed by the Saskatchewan Apprenticeship Act. Apprentices shall work under direct supervision of a Journeyman.

**6. Health and Welfare Trust Fund**

The Beginner (1<sup>st</sup> six months) and Material Handler (1<sup>st</sup> six months) will not pay into the Health & Welfare Fund.

Employer Contribution

Effective June 30, 2013, the Employer shall contribute one dollar and fifty cents (\$1.50) per hour for each hour worked by his Employees covered by the terms of this Agreement and shall submit such contributions to a trust Account as designated by the Trustees. Contributions will be made on the basis of full and half hours.

Employee Contribution

Effective November 21, 2010, the Employees agree to contribute to the Trust Fund thirty five cents (\$0.35) per hour worked, which amount shall be deducted from the Employee's wages by the Employer and paid to the Health & Welfare Trust Account. The Union agrees they will never ask the Employer to match any contributions made by the Employee under this clause.

**7. Pension Plan Trust Fund**

Employer Contribution

The Employer shall not contribute his portion into the Sheet Metal Workers Local 296 Pension Trust Fund on behalf of first year Apprentices.

Effective June 30, 2013, the Employer shall contribute six dollars and twenty-eight cents (\$6.28) per hour for each hour earned by his Employees covered by the terms of this Agreement and shall submit such contributions to a trust Account as designated by the Trustees. Where an Employee works overtime, the contribution shall be one and one-half (1.5x) or two (2x) the aforementioned rate, in accordance with the overtime provisions in this Agreement. Contributions will be made on the basis of full and half hours, and all contributions shall be remitted monthly on forms to be provided by the Plan. All contributions are to be remitted so as to be received on or before the fifteenth (15<sup>th</sup>) of the month following that for which such contributions are payable. These contributions shall be in addition to any compulsory Government pension plan.

The Employer contribution to the Pension Trust Fund on behalf of second through fourth year Apprentices and 1<sup>st</sup> Year Journeymen shall be calculated on the basis of a maximum of eighteen percent (18%) of the Apprentice's or 1<sup>st</sup> Year Journeyman's gross wage rate (basic wage rate + 4.5% statutory holiday pay + 6% vacation pay) but in any case shall not exceed the Employer contribution rate to the Pension Trust Fund on behalf of Journeymen.

**8. Educational Trust Fund**

The Employer shall contribute fifty cents (\$0.50) per hour for each hour worked by his Employees covered by the terms of this Agreement, and shall submit such contributions to the deposit account designated by the Joint Training Committee as a Trust Fund Deposit Account.

**9. Welfare Fund II**

The Beginner (1st six months) and Material Handler (1<sup>st</sup> six months) will not pay into the Welfare Fund II.

The Employer shall contribute the amount of twenty-five cents (\$0.25) per hour for each hour worked by his employees covered by the terms of this Agreement and shall submit such contributions to the Welfare Fund II.

**10. Trade Promotion Fund**

Employee Contribution

Effective November 21, 2010, the Employees agree to contribute ten cents (\$0.10) per hour for each hour worked to the Promotion Fund, which amount shall be deducted from the Employee's wages by the Employer and submitted to the Sheet Metal Workers' Local 296 Trade Promotion Fund. The Union agrees they will never ask the Employer to match any contributions made under this clause.

## **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.
9. Upon completion of bidding and award of the project, each enabled Employer shall complete the Post Enabling Clause Information Sheet forming part of this Appendix and send it to the Union.

# APPENDIX "C" PRE-ENABLING CLAUSE INFORMATION SHEET

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

|       |                                      |                           |
|-------|--------------------------------------|---------------------------|
| TO:   | Sheet Metal Workers' Local 296 _____ | Telephone: (306) 757-5482 |
|       |                                      | Facsimile: (306) 347-0770 |
| 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 Sheet Metal Agreement currently in force.  
(Trade)

PROJECT: \_\_\_\_\_  
 OWNER: \_\_\_\_\_  
 LOCATION: \_\_\_\_\_  
 TOTAL MECHANICAL BUDGET: \_\_\_\_\_  
 BID TO: \_\_\_\_\_  
 TENDER CLOSING DATE: \_\_\_\_\_  
 START DATE: \_\_\_\_\_  
 COMPLETION DATE: \_\_\_\_\_

| KNOWN BIDDERS: |           |
|----------------|-----------|
| UNION          | NON-UNION |
|                |           |
|                |           |
|                |           |
|                |           |
|                |           |
|                |           |
|                |           |

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

| ITEM | DESCRIPTION |
|------|-------------|
|      |             |
|      |             |
|      |             |
|      |             |

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

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

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

**APPENDIX "C"      POST ENABLING CLAUSE INFORMATION SHEET**

**Date:** \_\_\_\_\_

**To:**                      Sheet Metal Workers' Local Union #296

**From:** \_\_\_\_\_

**Project:** \_\_\_\_\_

**Tender Closed Date:** \_\_\_\_\_

**% Labour Sheet Metal:** \_\_\_\_\_

**% Labour Plumbing/Pipefitting:** \_\_\_\_\_

**Total Amount of Bid:** \_\_\_\_\_  
(if other Trades included list Trade)

**List other Bidders and Bid Amounts (if known):**

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

**Successful Bidder:**

\_\_\_\_\_

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





# 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 Pay Period | [ ] Previous Pay Period | S | M | T | W | T | F | S | Total |
|----------------------|-------------------------|---|---|---|---|---|---|---|-------|
| Regular Hours        |                         |   |   |   |   |   |   |   |       |
| Time & One Half      |                         |   |   |   |   |   |   |   |       |
| Double Time          |                         |   |   |   |   |   |   |   |       |
| Shift Differential   |                         |   |   |   |   |   |   |   |       |
| Subsistence          |                         |   |   |   |   |   |   |   |       |
| Meal Allowance       |                         |   |   |   |   |   |   |   |       |
| Travel Km            |                         |   |   |   |   |   |   |   |       |

Other Monies Owing \_\_\_\_\_

Supervisor \_\_\_\_\_ Date \_\_\_\_\_

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

Employee's Signature Verifies That Final Hours, Etc. Are Correct  
 Employee To Be Given A Copy, Supervisor To Retain Original

**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.

## APPENDIX "G"                      COMPETITIVE SCHEDULING

### FOURTEEN DAYS ON; SEVEN DAYS OFF

| Day         | S  | M  | T  | W  | TH | F  | S  | S  | M  | T  | W  | TH | F  | S  | Hours Worked | Hours Paid |
|-------------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------------|------------|
| <b>REG</b>  |    | 10 | 10 | 10 | 10 |    |    |    | 10 | 10 | 10 | 10 |    |    | <b>80</b>    | <b>80</b>  |
| <b>1.5X</b> |    |    |    |    |    | 10 |    |    |    |    |    |    | 10 |    | <b>20</b>    | <b>30</b>  |
| <b>2X</b>   | 10 |    |    |    |    |    | 10 | 10 |    |    |    |    |    | 10 | <b>40</b>    | <b>80</b>  |

### TEN DAYS ON; FOUR DAYS OFF

| Day         | S | M | T  | W  | TH | F  | S  | S  | M  | T  | W  | TH | F | S | Hours Worked | Hours Paid |
|-------------|---|---|----|----|----|----|----|----|----|----|----|----|---|---|--------------|------------|
| <b>REG</b>  |   |   | 10 | 10 | 10 | 10 |    |    | 10 | 10 | 10 | 10 |   |   | <b>80</b>    | <b>80</b>  |
| <b>1.5X</b> |   |   |    |    |    |    |    |    |    |    |    |    |   |   | <b>0</b>     | <b>0</b>   |
| <b>2X</b>   |   |   |    |    |    |    | 10 | 10 |    |    |    |    |   |   | <b>20</b>    | <b>40</b>  |

If an Employee works hours outside the shift pattern, weekdays (Monday to Friday) will be at time and one-half (1.5X) and weekends (Saturdays and Sundays) will be a double time (2.0X)

# LETTER OF UNDERSTANDING

## FOR INDUSTRIAL CONSTRUCTION IN THE PROVINCE OF SASKATCHEWAN

**BETWEEN**

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

**(Hereinafter Referred to as the "Employer")**

**- AND -**

**THE SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION  
LOCAL UNION 296, SASKATCHEWAN**

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

**RE: Subsistence Review Committee**

WHEREAS the Parties to the Provincial Sheet Metal Agreement (for Industrial Construction) ("the Agreement") recognize the value of a process to adjust the Subsistence Allowance, as needed, in certain areas of the Province from time to time; and

WHEREAS the Parties recognize the value of working with others in the unionized construction sector specifically in regards to the amount of Subsistence Allowances;

THEREFORE IT IS AGREED that it is the intent of the Parties to join with others in the development and implementation of an Industry wide Subsistence Review process within the term of this Agreement.

This Letter of Understanding shall be in full force and effect from the same date of signing and for the same duration as stated in Article 27:00 of the Saskatchewan Provincial Sheet Metal Agreement.

Signed this 30<sup>th</sup> day of June, 2013.

**SIGNED ON BEHALF OF:**

**THE SHEET METAL WORKERS' INTERNATIONAL  
ASSOCIATION LOCAL UNION 296, SASKATCHEWAN**

\_\_\_\_\_  
Trent Marshall  
President

\_\_\_\_\_  
Lorne Andersen  
Business Manager

**SIGNED ON BEHALF OF:**

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

\_\_\_\_\_  
Doug Christie  
Trade Division Chairperson

\_\_\_\_\_  
Warren Douglas  
CLR Executive Director