

# **COMMERCIAL PROVINCIAL UTILITY CORE AGREEMENT**

**THIS AGREEMENT ENTERED INTO**

**B E T W E E N**

**EACH OF THE UNIONIZED EMPLOYERS IN THE PLUMBER/PIPEFITTER 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 -**

**UTILITY LOCAL UNION 179 OF SASKATCHEWAN OF THE  
UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE  
PLUMBING AND PIPEFITTING INDUSTRY OF THE  
UNITED STATES AND CANADA;**

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

**Expires October 31, 2004**

## **TRADE AUTONOMY:**

The Trade Autonomy of this agreement shall include the work performed by the Employer, and assigned to the Employees working under the terms of this agreement, and shall be consistent with the historical practices in existence between the United Association and the Mechanical Employer of the Moose Jaw area.

In recognition of the above work jurisdictional claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other Building Trades Organizations shall be, when parties to this agreement mutually agree, adjusted in accordance with the procedure established by the Impartial Disputes Board or any successor agency of the Building Trades Department.

## **ARTICLE ONE - OBJECTS AND SCOPE:**

- 1:01 The purpose of this agreement is to establish mutual satisfactory relationship between the parties signed to the agreement, to provide a method of promptly resolving disputes and grievances, to establish and maintain satisfactory work conditions, hours of work and salaries, for all Employees working under the provisions of this agreement.
- 1:02 To provide the Employer and the Union with the flexibility to protect the work of the United Association. This agreement establishes a Utility Core Agreement, and may permit additional agreements, or addenda as agreed to by the Employer and the Union.
- 1:03 Unless it is otherwise mutually agreed upon, "Industrial work" as defined under Article 9:10 shall not be covered by this agreement.
- 1:04 It is further agreed that if and when the Employer, or any shareholder(s) holding a major equity or control therein, shall perform or shall 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 this agreement shall be applicable 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. No Employer shall operate with spin-off companies on any work covered by this agreement.

## **ARTICLE TWO - EFFECTIVE DATE:**

- 2:01 This agreement shall become effective **NOVEMBER 1, 2001** and remain in force until **OCTOBER 31, 2004**, and thereafter from year to year provided that either party may, not less than thirty (30) days nor more than sixty (60) days before the expiry date thereof, give notice in writing to the other party to terminate this agreement or negotiate a revision thereof.

### **ARTICLE THREE - GEOGRAPHICAL JURISDICTION:**

**3:01** The jurisdictional area of this agreement shall be the Province of Saskatchewan.

### **ARTICLE FOUR - UNION SECURITY:**

**4:01** Every Employee who is now or hereafter becomes a Member of the Union shall maintain his membership in the Union as a condition of his employment, and every new Employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his employment, apply for and maintain membership in the Union as a condition of his employment, provided that any Employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by the Members of the Union.

**4:02** (a) The Employer agrees that the hiring of Employees will be done through the Local Union Office. The Employer, when needing men, shall notify the Union. When requested, the Union will undertake to supply the Employer with a complete list of all available men.

(b) The Employer may name request all new employees from the Local Union's OUT-OF-WORK LIST.

(c) If qualified men are not available from the Union within forty-eight (48) hours of request, the Employer may hire qualified men from any available source and such workmen will come under the terms of Article 4:01. The Union recognizes that the Employer job requirements are a factor of qualifications.

**4:03** Prior to commencing employment all Employees who are Members of the Local Union must have a dispatch or referral slip issued by the Local Union.

**4:04** Dispatching of workers may also be done by telephone followed by facsimile or electronic transmission.

**4:05** On termination, each Employee shall be given a Termination Slip stating reasons for termination.

**4:06** Every Employee within the scope of this agreement shall accept as a condition of being hired or re-hired and continuing to be employed, to have deducted from his wages due to him, the Employer agrees to deduct from such wages due to any such Employee, **AUTHORIZED BENEFITS AS SPECIFIED IN THIS AGREEMENT, INITIATION FEES, AND DUES ASSESSMENTS**, and submit all monies so deducted along with a list of names from whom such deductions have been made to the person designated by the Union, on or before the twentieth (20th) of the month following for each month that said deductions have been made.

**4:07** In the hiring of Apprentices, the Employer will give preference to those duly indentured Apprentices that are registered as unemployed at the Local Union Office.

## ARTICLE FIVE - UNION RIGHTS AND RESPONSIBILITIES:

- 5:01 By mutual agreement, the authorized Representative of the Local Union shall have access to jobs and shops at all times providing the Employee's work is not unnecessarily interfered with.
- 5:02 The Local Union shall notify the Employer in writing of the appointment of a Shop Steward who shall be a working Journeyman of the Local Union. The Employer recognizes that the Shop Steward is acting for the men as a whole and shall not be discriminated against for expressing the wishes of the workmen. The Shop Steward may be called upon by the Employer to assist in the settlement of grievances. The Shop Steward shall be allowed reasonable time for the performance of his duty, provided he has notified the Employer of the probable time required to fulfil that duty.
- 5:03 Reduction in Crews - Should it be necessary to reduce the working force on the job, the Employer agrees to lay off or terminate his Employees in the following sequence:
1. Potential Members.
  2. Based on qualifications and ability.
    - (i) Members of a Sister Local Union (Travel Card Member).
    - (ii) Members of the Local Union.
- Employers signatory to both the Commercial and Industrial U.A. Program will not have the *PERMANENT EMPLOYEES*\*\*\* affected by Step 2 (i) and (ii) as listed above.
- 5:04 Employees absent or sick shall notify their Employer or his Representative on the first day off, and shall notify the Employer or his Representative in sufficient time before they return to work. Employees shall not leave the job without permission from the Employer or his Representative, except in the case of an emergency.
- 5:05 Sub-Contract Clause
- (a) The Employer agrees not to sublet or contract work out that is normally done by his *Company(s)*\*\*\*. Where such work is contracted out, it shall be done under the terms and conditions of this agreement, or other related agreements, or as otherwise approved by the Union.
  - (b) The Employer undertakes to co-operate and work with the Union to extend the terms and conditions of this agreement to its sub-contractors when performing the work that is not normally done by the Employer.
- 5:06 Employees serving on the Joint Conference Board or as Trustees of the various funds covered by the terms of this agreement, shall be allowed time off to attend to Union business after making arrangements with the Employer.
- 5:07 Discrimination - No employee shall be discriminated against by the Employer because of Union activities or because of any right provided by law or by this agreement.

*PERMANENT EMPLOYEES*\*\*\* (See Appendix Definition)  
*Company(s)*\*\*\* (See Appendix Definition)

- 5:08 **Violation of Occupational Health Act** - It is understood and agreed that the Employers and Party of the Second Part shall at all times comply with the Accident Prevention Regulations made pursuant to the current Occupational Health Act, and any refusal on the part of the workman to work or to continue to work in contravention of such regulations shall not be deemed a breach of this agreement.
- 5:09 Should the Union sign any agreement containing lesser wages or conditions than is specified in this agreement, then such agreement shall be made available to all signatory Employer(s) hereto.

## **ARTICLE SIX - MANAGEMENT RIGHTS:**

- 6:01 The Union agrees that it is the exclusive function of the Employer to exercise the usual function 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 commitment 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, and judge the suitability of Employees for various types of work and to maintain order, discipline and efficiency. All the foregoing to be consistent with good safety practice.
  - (b) To select, hire, discharge, transfer, promote, lay off, or otherwise discipline Employees, however, a claim by an Employee that he has been discharged without reasonable cause shall be subject to 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 during the hours for which they are being compensated for.
- 6:02 It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this agreement.
- 6:03 The Union shall not discriminate against an Employer because of any law or management right.

## **ARTICLE SEVEN - HOURS OF WORK AND OVERTIME:**

- 7:01 The following sections of this Article are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- 7:02 Eight (8) hours shall constitute a regular work day; forty (40) hours shall constitute a regular week. The regular working day shall be from 8:00 a.m. to 5:00 p.m., Monday to Friday inclusive. By mutual consent the lunch hour may be reduced from one (1) hour to one-half (1/2) hour with the regular work day terminating at 4:30 p.m. The starting and quitting time of the regular work day may be varied by mutual consent.

- 7:03** All hours worked in excess of the regular work day as established in Article 7:02 shall be classified as premium time and paid at 1.5 times the rate.
- Saturday may be used as a make-up day when weather conditions have caused lost time during the regular work week. Work performed on a make-up day shall be paid at straight time the Employee's regular rate of pay.
- As per Article 10.01 when worked, the Employer agrees to pay for Statutory Holidays at double time the rate.
- 7:04** On projects where circumstances make it necessary to adjust the regular hours of work, such shift(s) will be performed during any time of day or night. For a single shift, the conditions of 7:02 shall prevail.
- On projects that require working more than a single shift then a premium of \$2.25 shall be paid for all hours worked on the second and subsequent shifts of continuous operation. Employees shall receive sixteen (16) working hours notice for shift work.
- 7:05** In occupied premises where it is deemed necessary to secure the work, the work day and the work week may be adjusted. Such adjustment will be done on a project-to-project basis through the enabling provision of this agreement.
- 7:06** Employees covered by this agreement who report for work at the request of their Employers and are not placed at work shall be entitled to two (2) hours pay at their established rate.
- 7:07** Compressed Work Week - When mutually agreed to between the Employer and the Employee, and when sanctioned by the Union, a compressed work week consisting of four (4), the (10) hour days may be worked at straight time.

## **ARTICLE EIGHT - TRANSPORTATION, TRAVELLING TIME, ROOM AND BOARD, (OUT OF TOWN WORK):**

- 8:01** Out of town work means work performed outside the city limits of Prince Albert, Saskatoon, Moose Jaw, and Regina.
- 8:02** Work performed within a radius of fifty (50) kilometres from the city limits listed in Article 8:01 is considered to be free zone (no travel time work). The Employer is responsible to provide transportation from the shop to the job site within the area of the free zone.
- For work performed beyond the free zone area, the Employer shall supply the Employee with suitable room (not to exceed two (2) men to a room in the case of a hotel room) and board or allowance, with transportation, and reimburse him for the actual time of travel at the Employee's regular rate of pay, beyond the boundary of the free zone.
- 8:03** Notwithstanding Article 8:04, the signatories hereto agree that no transportation, travel time, and room and board shall apply to those hired from local area sources. The free zone applicable to a Member hired from local area sources shall be the same fifty (50) kilometres free zone from the city, town, village, or community where he maintains residence as would apply to residents of areas described in Article 8:01.

- 8:04 On out of town work and projects, the Employer may hire qualified persons to the extent of fifty (50) percent of his work force from local area sources. The first preference of employment will be given to qualified members of the United Association. Second preference will be given to qualified residents of Saskatchewan. When new Employee(s) are hired, such Employee(s) shall be cleared through the Local Union Office and pay appropriate Union Dues and other approved deductions.
- 8:05 When Employees are requested to provide their own transportation within or beyond the free zone area, they shall be reimbursed the sum of forty (40) cents per kilometre. It is further agreed that the Employee's personal vehicle shall be used strictly as a mode of his conveyance.
- 8:06 When the Statutory Holiday falls on a regular work day, and it is not worked, the Employee shall be provided with meals and accommodations for that day.
- 8:07 By project agreement, the Employer and the Union may provide for a job site free zone.
- 8:08 Turn Around: At the completion of one hundred and sixty (160) man hours worked and for every one hundred and sixty (160) man hours worked thereafter, each Employee shall receive return travel time and automobile expenses consistent with the conditions stipulated in the other clauses of Article Eight.

## ARTICLE NINE - WORKING CONDITIONS:

- 9:01 Journeyman Plumbers will provide their own personal hand tools as listed below:

14" Pipe Wrench	Flaring Tools
12" Pipe Wrench	Measuring Rule
10" Pipe Wrench	Plumb Bob
Strap Wrench	18" Level
Ball Pein Hammer	Torpedo Level
Claw Hammer	Combination Square
1" and 2" Copper Tubing Cutters	Basic Set of Screw
Pair of Standard Pliers	Drivers of Standard,
Pair of Pump Pliers	Phillips and Robertson
Basin Wrench	Head
1-10" & 1-8" Crescent Wrench	Spud Wrench
Key Hole Saw	Hack Saw
Flat Cold Chisel	Centre Punch
Tool Box (for storing his	Updated Plumbing Code
personal hand tools)	Updated Gas Code

- 9:02 Journeyman Steamfitters/Pipefitters will provide their own personal hand tools as listed below:

18" Pipe Wrench	14" Pipe Wrench
12" Pipe Wrench	10" Pipe Wrench
Ball Pein Hammer	1" and 2" Copper Tubing Cutters
Flaring Tool	Measuring Rule
Plumb Bob	18" Level
Torpedo Level	Combination Square
Basic Set of Screw Drivers of	Pair of Standard Pliers

Standard, Phillips and Robertson Head  
1-12" & 1-10" Crescent Wrench  
Centre Punch  
A Wrap Around  
Tool Box (for storing his  
personal hand tools)

Pair of Inter-Locking Pliers  
Vice-Grip Plier  
Hack Saw  
Flat Cold Chisel  
Updated Gas Code

9:03 Journeymen Refrigeration Mechanics will provide their own personal hand tools as listed below:

Tool Box  
Refrigeration Test Manifold  
Pocket Thermometer  
Adjustable Wrenches (crescent type - set consisting of 6", 8", 10" and 12")  
Flare Nut Wrenches  
Refrigeration Socket Set  
Tube Cutters (1/4" to 1 3/8")  
Refrigeration Flaring Kit  
Screw Drivers (complete set)  
Combination Wrenches (box end and open end 1/4" through 1 1/8")  
Pliers (needle nose, channel locks, combination, vice grips, linesman)  
Side Cutter  
Hammer, Ball Peen (small and large)  
Allen Wrenches (set 1/16" to 1/2")  
Pipe Wrenches (8" and 14")  
Tube Bending Springs (3/8", 1/2", 5/8")  
Punch and Chisel Set"  
Leak Detector (Halide or equivalent)  
Tape Measure (10')  
Flash Light

9:04 Apprentice Plumbers and Steamfitters/Pipefitters shall gradually accumulate their own personal hand tools. Upon completion of probationary period, the 1st Year Apprentice shall provide for himself the following tools:

14" Pipe Wrench  
Ball Pein Hammer  
Pair of Standard Pliers  
Tool Box (for personal tools)  
Torpedo Level  
Centre Punch  
Updated Plumbing Code

10" Pipe Wrench  
2" Copper Tubing Cutters  
1" Copper Tubing Cutters  
1-10" & 1-8" Crescent Wrench  
Measuring Rule  
Basic Set of Screw Drivers  
Standard, Philips & Robertson  
Hack Saw

Apprentices will add to their tool inventory until they have the full Journeyman hand tools at the completion of their third year.

Senior Apprentices and Junior Journeymen to have full set of Journeyman tools.

9:05 Hand tools shall be made available by the Employer at cost. All replacement parts, or worn out or broken tools shall be supplied by the shop at no expense to the Employee.

Measuring rule replacement parts or refills will be limited to one per year.

9:06 Employer shall supply all power and special tools.

9:07 The Employer agrees to provide suitable storage for tools.



9:08 If an Employee's tools are lost or destroyed due to fire, flood or forcible entry of his personal tool box, job box or job shack while on a job site, they shall immediately be replaced by the Employer. Any Employee's tools which are stolen or destroyed while contained within an Employer owned or operated vehicle at any location shall be replaced immediately by the Employer. In the event of theft by forcible entry, the Police Department and Management must be notified immediately. Any employee tools not listed on the appropriate tool list will not be covered for loss unless they have been identified on a separate list and approved by the employer for coverage.

9:09 **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.

Workers being dispatched to an Employer after March 31<sup>st</sup>, 2002 must have obtained certification in PART 1 and PART 2.

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

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

The Employer shall provide, where required, safety and protective equipment and clothing, safe scaffolding or ladders, or other similar 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 for replacement or added equipment for his safety. Such tools as are supplied by the shop shall be the reasonable responsibility of the Employee concerned.

An Employee found abusing Company tools shall replace the tools or be subject to immediate dismissal.

9:10 An Employee shall not be discriminated against for refusing to work with unsafe tools, equipment, and/or conditions.

9:11 When an Employee is hurt on the job, he shall be paid the days wages plus any room and board, travelling or transportation expenses, should any apply upon presenting a doctor's certificate. If an Employee goes on compensation, he shall be provided with transportation from the site to the place of hiring, and when applicable, travel time at his regular rate of pay. Employees going on compensation shall not be terminated after the compensation period has elapsed; they shall be put back to work provided work is available.

9:12 **Definition of Industrial and Commercial Work at Industrial Sites:** For the purpose of this agreement, an Industrial Plant or Project shall mean Manufacturing, Production and Processing Plants [examples: pulp and paper plants, sawmills, distilleries, breweries, bottling plants (other than plants for carbonated beverages), glass plants, chemical plants, oil refineries, gas or scrubbing plants, fertilizer plants, environmental systems for industrial plants, *sewage treatment and water treatment for industrial use*, heavy water plants, nuclear and atomic energy plants, etc.]; Mining (including offshore drilling platforms and rigs); Transmission Facilities which includes meter stations, valve stations, pumping stations, compressor stations, drilling rigs and tank farms, dams, hydro electric projects, and all facilities used in the generation of electricity including converter stations and switch yards.

- (a) On Industrial Sites where the contractor is installing only process piping or where the contractor is simultaneously installing process piping, heating, sprinkler, refrigeration, comfort control and/or plumbing piping, then ALL such work shall be classified INDUSTRIAL.
- (b) If process piping and heating, sprinkler, comfort control systems, refrigeration, or plumbing piping is being installed on the site by more than one contractor, then:
  - i) The contractor installing process piping shall have his work classified INDUSTRIAL.
  - ii) The contractor installing only heating, sprinkler, comfort control systems, refrigeration and/or plumbing piping shall have his work classified COMMERCIAL.
- (c) All heating, sprinkler, comfort control systems, refrigeration, and/or plumbing piping on camp and administration buildings shall be classified COMMERCIAL.

9:13 Two (2) work breaks shall be allowed each day during normal working hours of shift. One (1) work break shall be allowed for every two (2) hours of overtime worked. If overtime is to follow the regular work shift, a work break shall be allowed before commencing overtime provided that the overtime work is expected to extend beyond one (1) hour duration. Ten (10) minutes shall constitute this work break and the men shall not abuse this privilege. Employees shall not leave their work station for work breaks except in adverse climatic conditions. Under no circumstances will the Employee be allowed to leave the job site.

9:14 When Employees are laid off, they shall immediately be paid all monies due them. When Employees are dismissed for just cause, they shall, within three (3) working days, be paid all monies due them. When Employees are not paid in accordance with the above, they shall be paid at the straight time rate for time they are kept waiting beyond that provided above.

**ARTICLE TEN - STATUTORY HOLIDAYS:**

10:01 When worked, the Employer agrees to pay for Statutory Holidays as listed below at double time the rate:

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

Heritage Day to become part of the Statutory Holidays when it is proclaimed by the Provincial Government.

10:02 No work shall be performed on Labour Day, except where safety or life or property make it necessary.

10:03 Statutory Holidays to be paid for at a rate of four (4) percent of the Employee's total wages exclusive of overtime, and be paid hourly as part of the wage package on the Employee's regular pay day.

When a Statutory Holiday falls on a Saturday or Sunday, the next following working day shall be taken as an alternate day off. When two (2) Statutory Holidays fall on a succeeding Saturday and Sunday, the following Monday and Tuesday shall be taken as alternate days off.

#### ARTICLE ELEVEN - ANNUAL HOLIDAY PAY:

11:01 Each employee shall be entitled to three (3) weeks annual vacation. Holiday Pay shall be based on six (6) percent of the Employees total gross earnings and be paid as part of the hourly wage package on the Employee's regular pay day.

#### ARTICLE TWELVE - COMMERCIAL "CORE" WAGE RATES "TOTAL PACKAGE":

Includes basic wage rate, stat holiday pay, vacation pay, and the contributions made on behalf of the Employees as outlined in Articles 17:03, 18:01, and 19:03.

12:01 The total minimum wage package for work performed during a regular working day and a regular working week shall be, effective **NOVEMBER 1, 2001**:

Journeyman Rate	\$30.05
Journeyman Junior Rate	\$28.95
Senior Apprentice Rate	\$26.44
4th Year Apprentice Rate	\$23.93
3rd Year Apprentice Rate	\$21.43
2nd Year Apprentice Rate	\$18.91
1st Year Apprentice Rate	\$16.40
Utility Worker Rate	\$12.95

Apprentices Basic Wage Schedule (Senior to 1<sup>st</sup> Year) will be pro-rated in accordance with the Junior Journeyman wage rate.

12:02 The total minimum wage package for work performed during a regular working day and a regular working week shall be effective **NOVEMBER 1, 2002:**

Journeyman Rate	\$30.95
Junior Journeyman Rate	\$29.85
Senior Apprentice Rate	\$24.79
4th Year Apprentice Rate	\$24.73
3rd Year Apprentice Rate	\$22.17
2nd Year Apprentice Rate	\$19.62
1st Year Apprentice Rate	\$17.05
Utility Worker Rate	\$13.10

Apprentices Basic Wage Schedule (Senior to 1<sup>st</sup> Year) will be pro-rated in accordance with the Junior Journeyman wage rate.

12:03 The total minimum wage package for work performed during a regular working day and a regular working week shall be effective **NOVEMBER 1, 2003:**

Journeyman Rate	\$31.88
Junior Journeyman Rate	\$30.78
Senior Apprentice Rate	\$28.17
4th Year Apprentice Rate	\$25.56
3rd Year Apprentice Rate	\$22.95
2nd Year Apprentice Rate	\$20.35
1st Year Apprentice Rate	\$17.74
Utility Worker Rate	\$13.43

Apprentices Basic Wage Schedule (Senior to 1<sup>st</sup> Year) will be pro-rated in accordance with the Junior Journeyman wage rate.

12:04 Journeyman Supervisor shall be paid as per mutual arrangement between the Supervisor and the Company.

12:05 This agreement may provide, when approved by the Local Union, a classification of Metal Trades Tradesman.

12:06 Apprentice to Journeyman Ratio, as specified in the Plumbing and Steamfitting Apprenticeship Regulations, will apply.

12:07 Wages shall be paid every second week and shall be paid by way of negotiable cheque or by electronic direct deposit into the Employee's bank account of choice at no cost to the Employee. A printed confirmation of earnings and deductions shall be mailed to the Employee's address on record. Hold back pay periods to be established on a project or shop basis. Hold back period not to exceed one (1) week.

12:08 Utility Worker Ratio may be seven (7) United Association Tradesmen of any classification to one (1) Utility Worker, unless otherwise stipulated in Project or Enabling Agreements.

#### **ARTICLE THIRTEEN - APPRENTICES:**

13:01 Excluding conflicting sections, the Apprentice working under the terms of this agreement shall be governed by the appropriate sections of the UNITED ASSOCIATION LOCAL UNION 179 APPRENTICESHIP STANDARDS FOR THE PIPE TRADES INDUSTRY OF SASKATCHEWAN, and as set forth by the Joint United Association/Employer Training Committee.

#### **ARTICLE FOURTEEN - GRIEVANCE PROCEDURE AND ARBITRATION:**

14:01 All differences between the Employer and the Union concerning the interpretation, application, operation, or an alleged violation of this agreement shall be settled by negotiation as hereinafter provided without stoppage of work or lockout.

14:02 An Employee and/or Employer shall first take up any grievance with the Shop Steward. If the grievance cannot be settled by the Shop or Job Steward within twenty-four (24) hours, it shall be produced in writing and presented to the Union Business Agent or other Officer of the Local Union who shall discuss the matter with the Management of the Employer involved immediately. If the grievance is then not settled to the satisfaction of the Employer and the Union within twenty-four (24) hours, unless an extension of time is agreed upon, there shall be a Grievance Committee consisting of three (3) Employers and three (3) Local Union Members, to represent each of the respective parties to this agreement. This Committee must hand down a decision within three (3) calendar days of the hearing of the dispute; however, this time may be extended upon receipt of a registered letter by either party giving an acceptable reason for the delay.

14:03 Failing a satisfactory settlement to Employer and Union, under the provisions of Article 14:02 above, this matter shall be referred without delay to a Board of Arbitration of one (1) Employer and one (1) Local Union Member and they shall agree upon a Chairperson or the Minister of Labour, when no agreement can be reached on the selection of a Chairperson. The Union and the Employer shall, in good faith, attempt to pre-select potential Chairperson or persons to act as a tentative Arbitration Chairperson.

#### **ARTICLE FIFTEEN - JURISDICTIONAL DISPUTES:**

15:01 In view of the provisions of Article Fourteen hereof, during the lifetime of this agreement, the Union agrees there will be no strikes, slow downs or picketing, or any other similar act which will interfere with the regular schedule of work; and the Employer agrees there will be no lockout.

15:02 Jurisdictional disputes shall be settled in accordance with the procedures as set forth by the Impartial Dispute Board for the settlement of jurisdictional disputes, or any successor agency of the Building Trades Department, when the parties to this agreement mutually agree to each application of this procedure.

## **ARTICLE SIXTEEN - JOINT CONFERENCE BOARD:**

- 16:01        The Employer through his association of those members signatory to the Provincial Utility Core Agreement, and the Union, shall make provision to form a "JOINT CONFERENCE BOARD". The said Board shall be established at the earliest possible date and consist of four (4) Employers and four (4) from the Local Union. Consideration will be given to the Employers and the Union representatives who represent their respective organizations on the Commercial Negotiating Committee.
- 16:02        The Joint Conference Board shall be concerned with reviewing the operation of the agreement, human resource development, supply of labour, and general technical and economic conditions of the Plumbing, Pipefitting, and Air Conditioning Industry, and may make recommendations to the parties for the benefit of the Industry and the general public, and may establish rules and regulations which will govern the conduct of the Employers or the Union Members, including structuring and overseeing the fundamental structure of the United Association Mentorship Program. The Board will establish a set of rules to govern the operation and procedures of the Board.

## **ARTICLE SEVENTEEN - EDUCATIONAL TRUST FUND:**

- 17:01        The Employer and the Union agree to participate in an Educational Trust Fund for the development of skills of Journeymen and Apprentices in the Pipefitting and Plumbing Industry.
- 17:02        Employers signatory to this agreement and the Union, agree to form a joint and equal Education Trust Fund Committee, which shall also act as the "Joint Training Committee". Said Committee to be composed of no less than four (4) members representing the Employers signatory to this agreement, and no less than four (4) Journeymen United Association Members representing the Local Union, two (2) of whom shall represent the Commercial Sector, and two (2) the Industrial Sector of Local 179. Said Committee to be responsible for the joint administration of the said Trust Fund.
- 17:03        On *November 1, 2001*, the Employer shall contribute the sum of twenty-three (\$0.23) cents per hour; and on *November 1, 2002*, the Employer shall contribute the sum of twenty-four (\$0.24) cents per hour; and on *November 1, 2003*, the Employer shall contribute the sum of twenty-five (\$0.25) cents per hour for every hour of labour performed by his Employee(s) covered by the terms of this agreement; and shall submit such contributions to a Trust Account designated by the Trust Fund Committee. Contributions will be made on the basis of full or half hours.
- All monies paid by the Employer to the Education Trust Fund shall be in addition to the hourly wage rates established in the agreement and in no case shall the Employer deduct any such amounts for the Employee's wages.
- 17:04        All such contributions shall be submitted monthly to the above-mentioned Educational Trust Fund Deposit Account on or before the fifteenth (15th) day of the month following the month for which such contributions are payable.

- 17:05 The terms of the Education Trust Fund shall not be negotiable under the terms of any Collective Bargaining Agreement. Only that portion pertaining to the number of cents per man-hour earned may be negotiated in each succeeding agreement.
- 17:06 The Employer and the Union agree to comply with all the provisions and requirements of the Educational Trust Fund and the Declaration of Trust established between the Employer and the Union dated April 1, 1969, and amended July 13, 1970, and with such rules and regulations as the Trustees deem necessary for the successful operation of the said Trust Fund.
- 17:07 In case of failure of the Employer to contribute into the Fund on the due date, the Union or the Trustees in their joint names, may take legal action against the Employer for recovery of the amount due.
- 17:08 The Employer(s) bound to the Collective Agreement and the Core Rates, Wage and Benefit Charts attached, agree to contribute five cents (\$.05) per hour for every hour of labour worked by his employees to the United Associated Canadian Training Trust Fund.
- These contributions are to be forwarded monthly on or before the fifteenth (15<sup>th</sup>) day of the month following the month in which they were earned to the Fund Administrator named by Local Union 179.

#### **ARTICLE EIGHTEEN - HEALTH AND WELFARE:**

- 18:01 On *November 1, 2001*, the Employer agrees to contribute the sum of one dollar and twenty-five cents (\$1.25) per hour; and on *November 1, 2002*, the Employer agrees to contribute the sum of one dollar and thirty-five cents (\$1.35); and on *November 1, 2003*, the Employer agrees to contribute the sum of one dollar and forty-five cents (\$1.45) for every hour of labour performed by his Employee(s) covered by the terms of this agreement; and shall submit such contributions to a Trust Fund Deposit Account designated by the Union and the Employer. Contributions will be made on the basis of full or half hours.
- All amounts paid by the Employer to the Health and Welfare Trust Fund shall be made in addition to the hourly wage rates established in the agreement and in no case shall the Employer deduct any such amounts from the Employee's wages.
- 18:02 All contributions shall be submitted monthly to the above specified Health and Welfare Trust Fund Deposit Account on or before the fifteenth (15<sup>th</sup>) day of the month following the month for which such contributions are payable.
- 18:03 In the case of failure of the Employer to contribute into the Fund on the due date, the Union or the Trustees in their joint names, may take legal action against the Employer for recovery of the amount due.
- 18:04 The Trustees shall have full authority by majority vote with equal representation on both sides, to determine the amounts and select and enter into the forms of insurance required, and shall be responsible for the administration of the Plan, increasing and decreasing of benefits payable and the eligibility of claims payable, including any necessary plan adjustments to prevent duplication of contributions and coverage in the event of compulsory government legislation.

- 18:05 The terms of the Health and Welfare Plan shall not be negotiable under the terms of any Collective Bargaining Agreement. Only that portion pertaining to the number of cents per man-hour earned may be negotiated in each succeeding agreement.
- 18:06 The Employer and the Union agree to comply with all the provisions and requirements of the Health and Welfare Trust Fund and the Declaration of Trust established between the Employer and the Union dated April 1, 1969, and amended July 13, 1970, and with such rules and regulations as the Trustees of the Fund deem necessary for the successful operation of the said Trust Fund.
- 18:07 The Employers from their Group, and the Union, shall select an equal number of Trustees to the above-mentioned Health and Welfare Trust Fund. The Trustees so selected shall not exceed eight (8) in number. In the event of any Trustee ceasing to act, he shall be replaced by another Trustee to be selected by the party who had selected the Trustee who ceases to act.
- 18:08 Only members of the United Association in good standing, or as otherwise specified by the Union, shall be eligible for any benefits under the Health and Welfare Plan, unless and until any other arrangement is made between the Trustees and the Local Union.

#### **ARTICLE NINETEEN - PENSION TRUST FUND:**

- 19:01 The Employer and the Union agree that a Pension Plan shall be established for Employees identified in the terms of this agreement.
- 19:02 Selection, implementation, and administration of the Pension Plan will be carried out and continued by the Trustees of the Health and Welfare Trust Fund.
- 19:03 *On November 1, 2001*, the Employer agrees to contribute the sum of two dollars and twenty-one cents (\$2.21) per hour, and on *November 1, 2002*, the Employer agrees to contribute the sum of two dollars and fifty-three cents (\$2.53) per hour, and on *November 1, 2003*, the Employer agrees to contribute the sum of two dollars and eighty-five cents (\$2.85) per hour for every hour of labour performed by his Employee(s) covered by the terms of this agreement; and shall submit such contributions to a Trust Fund Deposit Account as designated by the Union and Employer Trustees of the Pension Trust Fund. Contributions will be made on the basis of full or half hours and all contributions shall be submitted monthly on or before the fifteenth (15th) of the month following the month for which such contributions are payable.
- All amounts paid by the Employer to the Pension Trust Fund shall be in addition to the hourly wage rates established in the agreement and in no case shall the Employer deduct any such amounts from the Employee's wages.
- 19:04 In the event the Employer fails to remit the appropriate Pension Trust Fund contributions in the specified account on the due date, the Union or Trustees in their joint names, may take legal action against the Employer for recovery of the amount due.
- 19:05 The terms of the Pension Trust Fund and Plan shall not be negotiable under the terms of any Collective Bargaining Agreement. Only that portion pertaining to the number of cents per man-hour earned may be negotiated in each succeeding agreement.



19:06 Pension contributions do not apply to the classification of Utility Worker or Probationary Member\*\*\*.

## **ARTICLE TWENTY - SASKATCHEWAN PROVINCIAL PIPE TRADES ASSOCIATION INDUSTRY SERVICE TRUST FUND**

- 20:01 The Employer shall contribute the sum of ten cents (\$0.10) per hour for every hour of labour worked by his Employees covered by the terms of the CORE Agreement and shall submit such contributions to a S.P.P.T.A. Trust Account in the Province of Saskatchewan, as designated by the Trust Committee as a Trust Fund Deposit account. (Note: five cents (\$0.05) per hour of the above mentioned contribution has been negotiated to offset the costs of administering the safety training described in Article 9:09)
- 20:02 All such contributions shall be submitted monthly to the above Industry Service Trust Fund Deposit Account on/or before the fifteenth (15th) day of the month following the month for which they became payable.
- 20:03 All amounts paid by the Employer to the Industry Service Trust Fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amounts from the Employees' wages.
- 20:04 Notwithstanding anything to the contrary, or which might be construed to the contrary, as herein before set forth, the said Fund shall be used to promote the mechanical unionized sector, to support the United Association Market Recovery Program, and in no way shall the said Fund be used to damage the reputation of either the Employers or the Union or to propose or publicize by any means whatsoever anything concerning labour grievances, disputes, strikes, lockouts, or impending litigation between the contributors and the Union(s). A regular audited statement showing all disbursements of funds shall be given to the CLR Construction Labour Relations Association of Saskatchewan Inc. when requested.

## **ARTICLE TWENTY-ONE - PROVISIONS FOR OTHER RELATED AGREEMENTS:**

- 21:01 It is agreed to by the Union that the Employer, by virtue of signing and honouring the "COMMERCIAL PROVINCIAL UTILITY CORE AGREEMENT", may participate and become signatory and participate in other agreements:
- (a) Project Agreements
  - (b) Residential Agreements (walk-up, and wood frame residential type buildings)
  - (c) Speculative Agreements
  - (d) Service and Jobbing Repair Agreements
  - (e) Sewer and Water Agreements
  - (f) In-House Fabrication Agreements
  - (g) Other types of Agreements, as the need arises
- 21:02 It is agreed by the Employer that by signing the Commercial Provincial Utility Core Agreement and/or any other subsequent related agreements as listed in Article 20:01, the Employer agrees to perform his work with United Association Labour.

*Probationary Member\*\*\* (See Appendix for Definition)*

21:03

**UNITED ASSOCIATION COMMERCIAL MARKET RECOVERY AND ORGANIZATION PROGRAM:** The United Association instituted a Commercial Market Recovery and Organization Program (also referred to as the “Fightback Program”) jointly with a number of independent commercial union employers in May, 1984, by implementing and activating the Commercial Provincial Utility Core Agreement and by use of enabling conditions, targeting agreements and other forms of initiatives. The Commercial Market Recovery and Organization Program has been extended since its inception and will remain in effect at least until December 31, 2000.

Notwithstanding the expiry date of this Commercial Provincial Utility Core Agreement, the United Association agrees to continue the Program until December 31, 2000, and thereafter for such period of time as may be necessary to fulfill any commitments made with employers. The concept of this Program is to provide employers’ signatory to the Commercial Provincial Utility Core Agreement with an added tool to assist employers and the United Association to resolve problems caused by non-union, double-breasted, merit-shop or union-of-convenience contractors operating in the Province of Saskatchewan.

The implementation of the Commercial Market Recovery and Organization Program, including use of Targeted Project and Enabling Agreements, will be under the control of the United Association’s Local Union 179 operating through the Saskatchewan Provincial Pipe Trades Association. Local Union 179 is committed to the continuation of the Program in the commercial sector to achieve the objects of the Program as defined in the Commercial Market Recovery and Organization Agreement dated the *1st* day of *MARCH, 1998*.

Procedures for implementation of the Targeted and Enabling Project Agreements are outlined and attached as an appendix to this agreement.

21:04

**SPECULATIVE AGREEMENTS:** The United Association and Local 179 promotes the development of speculative-type agreements to supplement the United Association Fightback, Market Recovery, and Organizing Programs. The Provincial Utility Core Agreement will provide the framework for signatory Employers and the Union to develop meaningful and strong speculative programs. The guiding principles around the development of the speculative programs must:

- Expand the Employers mechanical operations in new markets.
- Expand the Employers mechanical operations in highly competitive markets where a strong non-union or anti-union presence exists.
- Development of joint venture business strategies to assist the United Association in organizing unrepresented Employers and Employees.
- Expand the job markets to members of the United Association.
- Develop strategies within the confines of the United Association and its Employers to structure a strong partnership for the development of human resources, on-the-job, and technical skill training of workers.

The structural framework to develop speculative-type programs will require:

- The Employer to develop a comprehensive business plan outlining short, medium, and long-term goals.
- Goals and strategies to expand the Employers operations into new and existing markets.
- The Union and the Employer will in partnership develop the joint venture plan for the expansion of the Employers operation and for the creation of new and additional jobs for members of the United Association.

- **Examples of speculative target sectors of the mechanical industry are:**
  - **Service and repair work**
  - **Residential and apartment-type construction**
  - **Long-term maintenance of government and publicly-owned buildings**
  - **Contracting of SPMC and SEDCO work**
  - **Mechanical servicing, alteration and repairing of commercial businesses such as; malls, hotels, hospitals, schools, etc.**

**21:05 UNITED ASSOCIATION MENTORSHIP PROGRAM:** Through the Joint Conference Board, the Commercial Provincial Utility Core Agreement will provide for the development and implementation of the United Association Mentorship Program. The Program will provide the utilization of retired or disabled members the opportunity to extend their careers by becoming industry trainers. The Joint Conference Board will be assisted by the Joint Training Committee of Local 179 in structuring and monitoring the Program.

**21:06** The Union agrees that it will honour and supply United Association Labour to the Employer for the duration of all signed agreements, provided the Employer honours the provisions of Article 21:02.

**ARTICLE TWENTY-TWO - PRODUCTIVITY ENHANCEMENT COMMITTEE:**

**22:01** The Employer and his Employees who are employed under the terms of this agreement, shall establish a "PRODUCTIVITY ENHANCEMENT COMMITTEE" for the purpose of improving upon the Employer/Employee relationship, promote the marketing of United Association Labour, and productivity and quality of work performed on the job sites.

**22:02** The Union agrees that it will provide the catalyst, and through its representatives, participate in the organization of making the said Productivity Enhancement Committee work. A senior official of the Local Union will make himself available to assist the Committee, and act as Chairman, should he be called upon to do so.

**22:03** When an Employer and his Employees enter into a Productivity Enhancement Arrangement. The Productivity Enhancement Committee meetings will be held at least three (3) times yearly, the Committee would be comprised of the Employer and all his United Association Employees. Together they shall develop the process, format, the agenda, and the schedule to implement the program.

**ARTICLE TWENTY- THREE - EMPLOYEE LABOUR INCENTIVE PROFIT-SHARING PROGRAM:**

**23:01** The Employer may, jointly with the Employees, develop an appropriate "EMPLOYEE LABOUR INCENTIVE PROFIT-SHARING PROGRAM".

**23:02** It is incumbent upon the Union, that when the Employer and his Employees develop an appropriate "EMPLOYEE LABOUR INCENTIVE PROFIT-SHARING PROGRAM", that the Union will assist in promoting and organizing the workings of the said "EMPLOYEE LABOUR INCENTIVE PROFIT-SHARING PROGRAM" by providing the program with whatever assistance it may require.

23:03 It will be incumbent upon the Employer, that when other related agreements are specified in Article 20:01 are entered into between the Employer and the Union, the Employer jointly with his Employees, will develop an appropriate "EMPLOYEE LABOUR INCENTIVE PROFIT-SHARING PROGRAM".

#### ARTICLE TWENTY-FOUR - BUILDING TRADES PER CAPITA

24.01 The Employer agrees to deduct from each Employee covered by the terms of this Agreement, five cents (5¢) 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 Local Union 179. The Local Union shall forward said monies to the Saskatchewan Provincial Building and Construction Trades Council (SPB & CTC) at 2706 - 10th Avenue, Regina, Saskatchewan, S4T 1E9. The Local Union is to receive a list showing the amounts and a list of names from whom such deductions were made.

#### ARTICLE TWENTY-FIVE - CONTRACT ADMINISTRATION AND INDUSTRY DEVELOPMENT FEES

25.01 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.

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

(a)	SPB & CTC	\$0.05/hour
	CODC Fund	\$0.03/hour
(b)	CLR	\$0.10/hour
	CODC Fund	<u>\$0.03/hour</u>
	TOTAL	<u>\$0.21/hour</u>

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.

25.03 Each Employer shall remit 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.

25.04 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.

25.05

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

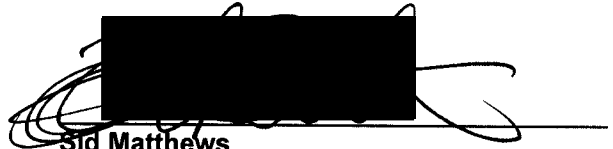
The parties hereto have entered into this Agreement and caused it to be signed by its duly authorized representative(s), this 17<sup>th</sup> day of December, 2001.

Signed on behalf of United Association  
Local 179 of Saskatchewan

Signed on behalf of CLR Construction  
Labour Relations Association of  
Saskatchewan Inc.



Rick Diederich  
Business Manager  
UA Local 179



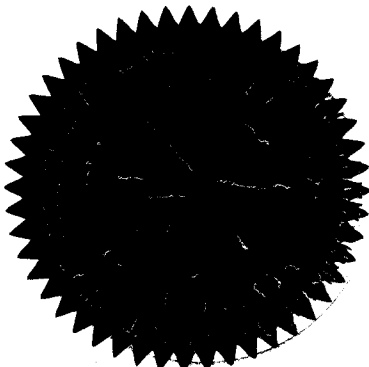
Sid Matthews  
CLR President



Brett Godwin  
Commercial Business Agent  
UA Local 179



Ron Balzer  
Plumber/Pipefitter Trade Division Chairperson



## APPENDIX "A"

### JOURNEYMAN:

Is defined as a United Association Member with three (3) years of Journeyman experience, and has obtained a second Pipe Trades Classification or a General Gas Fitter Installers License.

Examples: A Plumber with a Steamfitter/Pipefitter Journeyman Classification [or] a General Gas Fitter Installers License. A Steamfitter/Pipefitter with a Plumber Journeyman Classification [or] a General Gas Fitter Installers License. A Journeyman Plumber or Steamfitter/Pipefitter with ten (10) years of Journeyman experience will not be required to have a second Pipe Trades Classification to qualify for the Journeyman rate of pay.

### JOURNEYMAN "JUNIOR":

Is defined as a United Association Member who has successfully completed the Apprenticeship Program and obtained Provincial Journeyman Classification and other requirements that are approved by the Union's Joint Training Committee.

### PROBATIONARY MEMBER:

For the purpose of this agreement a Probationary member is defined as a Journeyman or an Apprentice who was a non-Union member before commencing his employment with a signatory Employer.

The Probationary Member Status will remain for a twelve (12) month period.

### SENIOR APPRENTICE:

As defined in the Apprenticeship Standards.

### FOURTH (4TH) YEAR APPRENTICE:

As defined in the Apprenticeship Standards.

### THIRD (3RD) YEAR APPRENTICE:

As defined in the Apprenticeship Standards.

### SECOND (2ND) YEAR APPRENTICE:

As defined in the Apprenticeship Standards.

### FIRST (1ST) YEAR APPRENTICE:

As defined in the Apprenticeship Standards.

***NOTE: The classification of Journeyman Junior is for the purpose of this Agreement only and does not apply to any apprentice rules or tradesmen qualification matters. In addition, Journeyman Junior Classification applies to the Plumber and Steamfitter/Pipefitter Trade only.***

**UTILITY WORKER:**

Is defined as a worker who will be utilized as a helper to the Journeymen and Apprentices, and perform other menial tasks that may be assigned to him. The ratio of Utility Worker to other Regular Workers (Journeymen and Apprentices) shall be seven (7) Regular to one (1) Utility; or as otherwise approved and adjusted by the Local Union through Project or Enabling Agreements.

When selecting new Apprentices for the United Association Employer Apprenticeship Program, those Utility Workers who meet the Apprenticeship Standards as outlined in this agreement, shall be given first option for Apprenticeship.

**WELDER:**

For the purpose of this agreement, a Welder is a member who is hired and employed as a Welder having an updated and valid minimum WELDING PERFORMANCE CERTIFICATE STANDARD OF P1-F3&F4 as issued by the Labour Department, Province of Saskatchewan (Boiler and Pressure Vessel Branch) or any other subsequent authorised agency. The rate of pay for the Welder classification shall be equivalent to the "Journeyman" classification.

**COMPANY**

The term "Company", for the purpose of this agreement, shall mean the Mechanical (Plumbing and Heating) Contractor referred to in this agreement, engaged in Plumbing and Steamfitting/Pipefitting trades as defined in the Apprenticeship and Tradesman 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 associate, combination or joint venture. The term "Company" will include any "Parallel Business, Service Company, or Holding Company(s)" who are employing or not employing workers; and "New Acquisition Company(s)" who are employing workers engaged in the Mechanical Trades defined above.

**ADMINISTRATION COMMITTEE OF LOCAL 179:**

The Committee is comprised of the Director of Canadian Affairs or his appointee the International Representative for the Western Canadian Region; the Business Manager of Local Union 179; and the Commercial Sector Business Agent as appointed by the Local Union.

**PERMANENT EMPLOYEE:**

For the purpose of this agreement, means an employee who has been on the employer's payroll for a period of thirty (30) calendar days.

**QUALIFIED**

Shall mean to also include certification in the CODC Interactive "Rights and Responsibilities" course and the Vicom Safe-T-Disc CSTS course or equivalent. (effective March 31, 2002)

## **APPENDIX "B"**

**REFERENCE: ARTICLE TWENTY-ONE - PROVISIONS FOR OTHER RELATED AGREEMENTS:**

### **IMPLEMENTATION OF PROJECT OR ENABLING AGREEMENT PROCEDURES**

1. In this Appendix the term "enabled project" means a project or job covered by the Enabling Clause Information Sheet referred to in Item 4.
2. 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 or conditions in this Collective Agreement subject to the terms of this Appendix.
3. An Employer wishing to obtain agreement for an enabled project shall complete the Enabling Clause Information Sheet in the form annexed to this Collective Agreement and forward it to the Local Union.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
  9. The exercise by the Local Union of any discretion under this Appendix shall not be subject to any grievance or arbitration procedure.

# Enabling Clause information Sheet

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

To: UA Local 179

Attention: \_\_\_\_\_

From: \_\_\_\_\_ Ph: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

Please accept this as a request to bid the project outlined herein under the terms of the enabling provisions of the Commercial Provincial Utility Core Agreement currently in force.

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

Owner: \_\_\_\_\_

Location: \_\_\_\_\_

Value: \_\_\_\_\_

Bid To: \_\_\_\_\_

Tender Closing: \_\_\_\_\_

Peak Manpower: \_\_\_\_\_

Start Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

## Known Bidders

UNION	NON-UNION

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

ITEM	Description

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

\_\_\_\_\_  
UA Local 179 Business Representative

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

**COMMERCIAL CORE RATE CHART**  
***EFFECTIVE NOVEMBER 1, 2001***

<b>Status</b>	<b>Basic Rate</b>	<b>Pension Fund**</b>	<b>Health &amp; Welfare Fund**</b>	<b>Industry Service Fund**</b>	<b>Education Fund**</b>	<b>Canadian Training Fund**</b>	<b>Statutory Holiday Pay</b>	<b>Vacation Pay</b>	<b>Total Hourly Rate</b>
<b>Journeyman</b>	\$23.78	\$2.21	\$1.25	\$0.10	\$0.23	\$0.05	\$0.95	\$1.48	\$30.05
<b>Junior Journeyman</b>	\$22.78	\$2.21	\$1.25	\$0.10	\$0.23	\$0.05	\$0.91	\$1.42	\$28.95
<b>5th Year</b>	\$20.50	\$2.21	\$1.25	\$0.10	\$0.23	\$0.05	\$0.82	\$1.28	\$26.44
<b>4th Year</b>	\$18.22	\$2.21	\$1.25	\$0.10	\$0.23	\$0.05	\$0.73	\$1.14	\$23.93
<b>3rd Year</b>	\$15.95	\$2.21	\$1.25	\$0.10	\$0.23	\$0.05	\$0.64	\$1.00	\$21.43
<b>2nd Year</b>	\$13.67	\$2.21	\$1.25	\$0.10	\$0.23	\$0.05	\$0.55	\$0.85	\$18.91
<b>1st Year</b>	\$11.39	\$2.21	\$1.25	\$0.10	\$0.23	\$0.05	\$0.46	\$0.71	\$16.40
<b>Utility</b>	\$10.40	n/a	\$1.25	n/a	\$0.23	n/a	\$0.42	\$0.65	\$12.95

*NOTE: \*\* Indicates Employer's contribution on behalf of Employees.*

**COMMERCIAL CORE RATE CHART**  
***EFFECTIVE NOVEMBER 1, 2002***

<b>Status</b>	<b>Basic Rate</b>	<b>Pension Fund**</b>	<b>Health &amp; Welfare Fund**</b>	<b>Industry Service Fund**</b>	<b>Education Fund**</b>	<b>Canadian Training Fund**</b>	<b>Statutory Holiday Pay</b>	<b>Vacation Pay</b>	<b>Total Hourly Rate</b>
<b>Journeyman</b>	\$24.20	\$2.53	\$1.35	\$0.10	\$0.24	\$0.05	\$0.97	\$1.51	\$30.95
<b>Junior Journeyman</b>	\$23.20	\$2.53	\$1.35	\$0.10	\$0.24	\$0.05	\$0.93	\$1.45	\$29.85
<b>5th Year</b>	\$20.88	\$2.53	\$1.35	\$0.10	\$0.24	\$0.05	\$0.84	\$1.30	\$27.29
<b>4th Year</b>	\$18.56	\$2.53	\$1.35	\$0.10	\$0.24	\$0.05	\$0.74	\$1.16	\$24.73
<b>3rd Year</b>	\$16.24	\$2.53	\$1.35	\$0.10	\$0.24	\$0.05	\$0.65	\$1.01	\$22.17
<b>2nd Year</b>	\$13.92	\$2.53	\$1.35	\$0.10	\$0.24	\$0.05	\$0.56	\$0.87	\$19.62
<b>1st Year</b>	\$11.60	\$2.53	\$1.35	\$0.10	\$0.24	\$0.05	\$0.46	\$0.72	\$17.05
<b>Utility</b>	\$10.44	n/a	\$1.35	n/a	\$0.24	n/a	\$0.42	\$0.65	\$13.10

*NOTE: \*\* Indicates Employer's contribution on behalf of Employees.*

**COMMERCIAL CORE RATE CHART**  
**EFFECTIVE NOVEMBER 1, 2003**

<b>Status</b>	<b>Basic Rate</b>	<b>Pension Fund**</b>	<b>Health &amp; Welfare Fund**</b>	<b>Industry Service Fund**</b>	<b>Education Fund**</b>	<b>Canadian Training Fund**</b>	<b>Statutory Holiday Pay</b>	<b>Vacation Pay</b>	<b>Total Hourly Rate</b>
<b>Journeyman</b>	\$24.65	\$2.85	\$1.45	\$0.10	\$0.25	\$0.05	\$0.99	\$1.54	\$31.88
<b>Junior Journeyman</b>	\$23.65	\$2.85	\$1.45	\$0.10	\$0.25	\$0.05	\$0.95	\$1.48	\$30.78
<b>5th Year</b>	\$21.29	\$2.85	\$1.45	\$0.10	\$0.25	\$0.05	\$0.85	\$1.33	\$28.17
<b>4th Year</b>	\$18.92	\$2.85	\$1.45	\$0.10	\$0.25	\$0.05	\$0.76	\$1.18	\$25.56
<b>3rd Year</b>	\$16.56	\$2.85	\$1.45	\$0.10	\$0.25	\$0.05	\$0.66	\$1.03	\$22.95
<b>2nd Year</b>	\$14.19	\$2.85	\$1.45	\$0.10	\$0.25	\$0.05	\$0.57	\$0.89	\$20.35
<b>1st Year</b>	\$11.83	\$2.85	\$1.45	\$0.10	\$0.25	\$0.05	\$0.47	\$0.74	\$17.74
<b>Utility</b>	\$10.64	n/a	\$1.45	n/a	\$0.25	n/a	\$0.43	\$0.66	\$13.43

*NOTE: \*\* Indicates Employer's contribution on behalf of Employees.*

# PROVINCIAL LIGHT COMMERCIAL AGREEMENT

B E T W E E N

EACH OF THE UNIONIZED EMPLOYERS IN THE PLUMBER/PIPEFITTER 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 called the "EMPLOYER")

- and -

UNITED ASSOCIATION LOCAL UNION 179 OF SASKATCHEWAN

(hereinafter called the "UNION")

**PURPOSE:** The Provincial Light Commercial Agreement is considered an amendment to the current "COMMERCIAL PROVINCIAL UTILITY CORE AGREEMENT" negotiated between CLR Construction Labour Relations Association of Saskatchewan Inc. and United Association Local Union 179 of Saskatchewan.

**SCOPE OF WORK:** This agreement applies to any Plumbing and Heating Mechanical Work for projects valued under \$1.5 million (total mechanical), and includes all residential type work as defined below.

The term "RESIDENTIAL" for the purpose of this agreement means a building where people reside on a permanent basis.

The term "RESIDENTIAL PLUMBING AND HEATING WORK" for the purpose of this agreement means mechanical work as defined in the Utility Core Agreement on; apartment block buildings (which are independent from any attached commercial, retail, and/or service type small business), condominium type residential complex, senior citizen residential type complex, row housing type residential complex, fourplex, and other similar type of housing complex.

**ADOPTION OF TERMS AND CONDITIONS OF THE "LIGHT COMMERCIAL AGREEMENT":** The Employer and the Union acknowledge that the "Light Commercial Agreement, and will adopt all the terms and conditions established in the Utility Core Agreement negotiated between the Employer and the Union, except for the following:

- (a) The minimum total wage package for work performed during a regular working day and a regular working week, effective **NOVEMBER 1, 2001**, shall be:

Journeyman Rate	\$29.05
Journeyman Junior Rate	\$27.94
Senior Apprentice Rate	\$25.54
4th Year Apprentice Rate	\$23.13
3rd Year Apprentice Rate	\$20.72
2nd Year Apprentice Rate	\$18.30
1st Year Apprentice Rate	\$15.90
Utility Worker Rate	\$12.32

- (b) The minimum total wage package for work performed during a regular working day and a regular working week, effective **NOVEMBER 1, 2002**, shall be:

Journeyman Rate	\$29.95
Junior Journeyman Rate	\$28.85
Senior Apprentice Rate	\$26.39
4th Year Apprentice Rate	\$23.93
3rd Year Apprentice Rate	\$21.47
2nd Year Apprentice Rate	\$19.03
1st Year Apprentice Rate	\$16.57
Utility Worker Rate	\$12.66

- (c) The minimum total wage package for work performed during a regular working day and a regular working week, effective **NOVEMBER 1, 2003**, shall be:

Journeyman Rate	\$30.88
Junior Journeyman Rate	\$29.78
Senior Apprentice Rate	\$27.28
4th Year Apprentice Rate	\$24.77
3rd Year Apprentice Rate	\$22.26
2nd Year Apprentice Rate	\$19.75
1st Year Apprentice Rate	\$17.25
Utility Worker Rate	\$12.99

Apprentices Basic Wage Schedule (Senior to 1st Year) will be pro-rated in accordance with the Junior Journeyman wage rate.

The parties hereto have entered into this agreement and cause it to be signed by its duly authorized representative(s), this 12th day of December, in the year **2001**.

Signed on behalf of United Association  
Local Union 179 of Saskatchewan

Signed on behalf of CLR Construction  
Labour Relations Association of  
Saskatchewan Inc.



Rick Diederich  
Business Manager  
UA Local 179



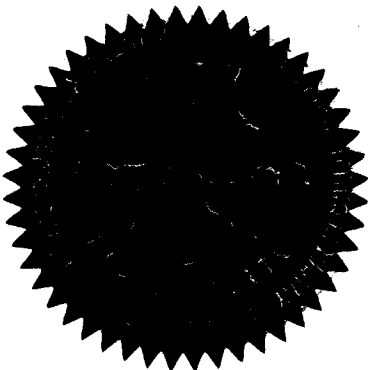
Sid Matthews  
CLR President



Brett Godwin  
Commercial Business Agent  
UA Local 179



Ron Balzer  
Plumber/Pipefitter Trade Division Chairperson





PROVINCIAL LIGHT COMMERCIAL RATE CHART  
**EFFECTIVE NOVEMBER 1, 2001**

<b>Status</b>	<b>Basic Rate</b>	<b>Pension Fund**</b>	<b>Health &amp; Welfare Fund**</b>	<b>Industry Service Fund**</b>	<b>Education Fund**</b>	<b>Canadian Training Fund**</b>	<b>Statutory Holiday Pay</b>	<b>Vacation Pay</b>	<b>Total Hourly Rate</b>
<b>Journeyman</b>	\$22.87	\$2.21	\$1.25	\$0.10	\$0.23	\$0.05	\$0.91	\$1.43	\$29.05
<b>Junior Journeyman</b>	\$21.87	\$2.21	\$1.25	\$0.10	\$0.23	\$0.05	\$0.87	\$1.36	\$27.94
<b>5th Year</b>	\$19.68	\$2.21	\$1.25	\$0.10	\$0.23	\$0.05	\$0.79	\$1.23	\$25.54
<b>4th Year</b>	\$17.50	\$2.21	\$1.25	\$0.10	\$0.23	\$0.05	\$0.70	\$1.09	\$23.13
<b>3rd Year</b>	\$15.31	\$2.21	\$1.25	\$0.10	\$0.23	\$0.05	\$0.61	\$0.96	\$20.72
<b>2nd Year</b>	\$13.12	\$2.21	\$1.25	\$0.10	\$0.23	\$0.05	\$0.52	\$0.82	\$18.30
<b>1st Year</b>	\$10.94	\$2.21	\$1.25	\$0.10	\$0.23	\$0.05	\$0.44	\$0.68	\$15.90
<b>Utility</b>	\$9.84	n/a	\$1.25	n/a	\$0.23	n/a	\$0.39	\$0.61	\$12.32

*NOTE:\*\* Indicates Employer's contribution on behalf of Employees.*

PROVINCIAL LIGHT COMMERCIAL RATE CHART  
**EFFECTIVE NOVEMBER 1, 2002**

<b>Status</b>	<b>Basic Rate</b>	<b>Pension Fund**</b>	<b>Health &amp; Welfare Fund**</b>	<b>Industry Service Fund**</b>	<b>Education Fund**</b>	<b>Canadian Training Fund**</b>	<b>Statutory Holiday Pay</b>	<b>Vacation Pay</b>	<b>Total Hourly Rate</b>
<b>Journeyman</b>	\$23.30	\$2.53	\$1.35	\$0.10	\$0.24	\$0.05	\$0.93	\$1.45	\$29.95
<b>Junior Journeyman</b>	\$22.30	\$2.53	\$1.35	\$0.10	\$0.24	\$0.05	\$0.89	\$1.39	\$28.85
<b>5th Year</b>	\$20.07	\$2.53	\$1.35	\$0.10	\$0.24	\$0.05	\$0.80	\$1.25	\$26.39
<b>4th Year</b>	\$17.84	\$2.53	\$1.35	\$0.10	\$0.24	\$0.05	\$0.71	\$1.11	\$23.93
<b>3rd Year</b>	\$15.61	\$2.53	\$1.35	\$0.10	\$0.24	\$0.05	\$0.62	\$0.97	\$21.47
<b>2nd Year</b>	\$13.38	\$2.53	\$1.35	\$0.10	\$0.24	\$0.05	\$0.54	\$0.84	\$19.03
<b>1st Year</b>	\$11.15	\$2.53	\$1.35	\$0.10	\$0.24	\$0.05	\$0.45	\$0.70	\$16.57
<b>Utility</b>	\$10.04	n/a	\$1.35	n/a	\$0.24	n/a	\$0.40	\$0.63	\$12.66

*NOTE:\*\* Indicates Employer's contribution on behalf of Employees.*

PROVINCIAL LIGHT COMMERCIAL RATE CHART  
**EFFECTIVE NOVEMBER 1, 2003**

<b>Status</b>	<b>Basic Rate</b>	<b>Pension Fund**</b>	<b>Health &amp; Welfare Fund**</b>	<b>Industry Service Fund**</b>	<b>Education Fund**</b>	<b>Canadian Training Fund**</b>	<b>Statutory Holiday Pay</b>	<b>Vacation Pay</b>	<b>Total Hourly Rate</b>
<b>Journeyman</b>	\$23.75	\$2.85	\$1.45	\$0.10	\$0.25	\$0.05	\$0.95	\$1.48	\$30.88
<b>Junior Journeyman</b>	\$22.75	\$2.85	\$1.45	\$0.10	\$0.25	\$0.05	\$0.91	\$1.42	\$29.78
<b>5th Year</b>	\$20.48	\$2.85	\$1.45	\$0.10	\$0.25	\$0.05	\$0.82	\$1.28	\$27.28
<b>4th Year</b>	\$18.20	\$2.85	\$1.45	\$0.10	\$0.25	\$0.05	\$0.73	\$1.14	\$24.77
<b>3rd Year</b>	\$15.93	\$2.85	\$1.45	\$0.10	\$0.25	\$0.05	\$0.64	\$0.99	\$22.26
<b>2nd Year</b>	\$13.65	\$2.85	\$1.45	\$0.10	\$0.25	\$0.05	\$0.55	\$0.85	\$19.75
<b>1st Year</b>	\$11.38	\$2.85	\$1.45	\$0.10	\$0.25	\$0.05	\$0.46	\$0.71	\$17.25
<b>Utility</b>	\$10.24	n/a	\$1.45	n/a	\$0.25	n/a	\$0.41	\$0.64	\$12.99

*NOTE:\*\* Indicates Employer's contribution on behalf of Employees.*