

SASKATCHEWAN PROVINCIAL REFRIGERATION AGREEMENT

THIS AGREEMENT ENTERED INTO

BETWEEN

**EACH OF THE UNIONIZED EMPLOYERS IN THE PLUMBER/PIPEFITTER TRADE
DIVISION - REFRIGERATION SECTION - 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 UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND
CANADA, AFL-CIO, CFL. LOCAL UNION 179 (SASKATCHEWAN).**

(Hereinafter referred to as the "UNION")

**EFFECTIVE DECEMBER 26, 2010
EXPIRES OCTOBER 31, 2014**

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DEFINITIONS

Industrial Work

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.

Refrigeration Work

Refrigeration work shall be mean refrigeration, air conditioning and HVAC systems performing the work as described below.

- (a) All piping and components used for primary and secondary All gas and arc welded, brazed, soldered, caulked, expanded and rolled joints in connection with the refrigeration and air conditioning industry.
 - (b) The laying out and cutting of all holes, chases, and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, tubing raceways used in connection with the refrigeration and air conditioning industry.
 - (c) All gas and arc welding, brazed, soldered, caulked, expanded, and rolled joints in connection with the refrigeration and air conditioning industry.
 - (d) Laying out, cutting, bending and fabricating, or all pipe work of every description relating to (a) by whatever mode or method.
 - (e) All methods of stress relieving of all pipe joints made by every mode or method in the refrigeration and air conditioning industry.
 - (f) The assembling and erection of tanks used in the refrigeration and air conditioning industry.
 - (g) The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the refrigeration and air conditioning industry.
 - (h) The dismantling and repairing for reuse of all refrigeration and air conditioning equipment, parts, piping and components.
 - (i) All piping for cataracts, cascades (i.e. artificial water falls), make-up water fountain, captured waters, water towers, cooling towers, and spray ponds, used for industrial manufacturing, commercial or for any other purposes in the refrigeration and air conditioning industry.
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- (j) Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, or any other kind of material or product manufactured into pipe useable in the refrigeration and air conditioning industry regardless of size.
- (k) Hoisting, setting up, hanging and installing all equipment supplied by the refrigeration and air conditioning industry.
- (l) Installation and erection of sectional walk-in boxes and cold storage rooms, installation and erection of prefabricated insulated panels for cold storage rooms and installation and erection of temperature controlled display cases and cabinets used for display and storage of all dairy products, vegetable and fruit produce and all meat and fish products.

APPROPRIATE UNION	-	means the Local Union having jurisdiction of the Project.
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.
EMPLOYEE	-	means a person employed under the terms of this Agreement.
EMPLOYER	-	means a Company bound by the terms of this Collective Agreement.
KM	-	means kilometre by road (not radius).
LOCAL UNION OR UNION	-	means Local 179 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada.
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.
S.P.P.T.A.	-	means the Saskatchewan Provincial Pipe Trades Association.
U.A.	-	means the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada.

ARTICLE ONE OBJECT & SCOPE

- 1:01 The purpose of this agreement is to establish a 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 Provincial Refrigeration 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 Definition 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 UNION RECOGNITION, TRADE AUTONOMY & JURISDICTION

2.01 Union Recognition

The Employer recognizes the Union as the sole collective bargaining agent for all Employees within the jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union 179.

2.02 Trade Autonomy

This Agreement covers the rate of pay, rules and working conditions on all work in the refrigeration, air-conditioning and building maintenance industry for all refrigeration mechanic foremen, refrigeration mechanic journeymen, refrigeration mechanic apprentices and building maintenance mechanics on a regular and/or on an emergency call basis as required and any other work awarded to the United Association through jurisdictional ruling(s) as laid down by the Building and Construction Trades Department of the A.F.L./C.I.O.

2.03 Jurisdictional Disputes Resolution

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

Jurisdictional Disputes which arise shall not be processed through the Grievance Procedure, but shall be settled in accordance with this Article.

ARTICLE THREE UNION SECURITY

3:01 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.

3.02 Building Trades Per Capita

The Employer agrees to deduct from each Employee covered by the terms of this Agreement, five cents (\$0.05) per hour for each hour worked by the Employee. Such deduction(s) to be remitted not later than the fifteenth (15th) day of the following month and made payable to Local Union 179. 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.

3.03 Job Access

Subject to job site security regulations, a representative of the Union shall have the right to visit the job site after making his presence known to the Employer's representative. The Union representative shall not cause Employees to neglect their work.

3.04 Union Shop Steward

Unless required by the Employer, there shall be no non-working Steward(s). The Union shall notify the Employer in writing the name(s) of its Steward(s). He will be allowed reasonable time to perform his duties. The Steward(s) shall be retained until the end of the job, provided there is work available for which he is qualified, otherwise the appropriate Union will be notified in order to appoint a successor(s). The steward(s) shall not be discriminated against and shall receive his fair share of overtime work for which he is qualified.

3.05 Local Union 179 shall notify the Employer by letter, of the name of the Shop Steward, or of any replacement of same. In the event that the Shop Steward's employment with the Employer is terminated, the Employer agrees to notify the Union, by letter, within three (3) working days of the reason for such termination.

ARTICLE FOUR SUB-CONTRACTORS

- 4.01 It is agreed that any subcontractor engaged by the Employer to perform work on the job site within the jurisdiction of the Union must conform to the terms and conditions of this Agreement.

ARTICLE FIVE HIRING AND TERMINATION PROCEDURES

- 5.01 (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 3.01. The Union recognizes that the Employer job requirements are a factor of qualifications.
- 5.02 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. The slip shall identify the worker's classification (Journeyman, Apprentice), the expiry date of the worker's certification for the CODC Interactive "Rights and Responsibilities" course and the Safe-T-Disc "CSTS" course and a space for the termination of the employee.
- 5.03 Dispatching of workers may be done by telephone followed by facsimile or electronic transmission.
- 5.04 On termination, each Employee shall be given a Termination Slip stating reasons for termination.
- 5.05 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 and 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 fifteenth (15) of the month following for each month that said deductions have been made.
- 5.06 In the hiring of Apprentices, the Employer will give preference to those duly indentured Refrigeration Apprentices that are registered as unemployed at the Local Union Office.
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5.07 Reduction in Crews - Should it be necessary to reduce the working force on the job, the Employer agrees to lay off or terminate his Employees in the following sequence:

1. Potential Members.
2. Members of a Sister Local Union (Travel Card Member).
3. Members of the Local Union.

The Project Supervisor will be exempt from the above.

ARTICLE SIX MANAGEMENT RIGHTS AND RESPONSIBILITIES

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, OVERTIME, SHOW UP TIME, CALL OUTS, SHIFTS AND REST BREAKS

Hours of Work

7.01 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.

Compressed Work Week

- 7.02 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.

Overtime

- 7.03 All work performed before the scheduled starting time or after the scheduled quitting time outlined in Clause 7.01 of this Agreement and all work performed on Saturdays, Sundays and recognized holidays as in Clause 8.01 of this Agreement shall be classed as overtime.

Scheduled overtime shall be avoided whenever possible. Monday through Friday each Employee must have worked all the available scheduled straight time hours of a day before receiving overtime pay for hours worked thereafter on the same day.

The overtime rate for hours worked shall be as follows based on the basic hourly rate shown in Appendix A of this Agreement.

- (a) Recognized holidays as shown in Clause 8.01 shall be paid at two (2) times the basic hourly rate: and
- (b) All other overtime hours shall be paid at one and one half (1 1/2) times the basic hourly rate.

Shift Work

- 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 7.03 shall prevail.

Employees assigned to the second or third shift shall receive a shift premium of two dollars and seventy five cents (\$2.75) of regular pay for all hours worked. There shall be no pyramiding of premium pay. Employees shall receive sixteen (16) working hours notice for shift work.

Occupied Premises

- 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.

Show-Up

- 7.06 An Employee reporting for work at the regular starting time and for whom no work is available shall receive two hours pay at the Employee's basic wage rate plus benefits as per Appendix A of this Agreement.

To be eligible to receive show-up pay the Employee must report to the shop at the regular starting time and remain there for one (1) hour unless said Employee is released sooner by the Employer. Should the Employer notify the Employee at least one (1) hour prior to the start of the shift that no work is available there will be no show-up time paid to said Employee. Should an Employee receive during his/her regular day shift three (3) or more hours straight time pay on a day that said Employee is entitled to show-up pay then that Employee shall not be entitled to said show-up pay for that given day.

Rest Breaks

- 7.07 There shall be two (2) fifteen (15) minute rest breaks during the normal workday, one mid-morning and one mid-afternoon.
- 7.08 When an Employee is requested and agrees to work unscheduled overtime beyond ten (10) hours or more, a free meal (hot when possible) and beverage will be provided. The meal will be provided during the first two (2) hours of overtime and at each four (4) hour interval thereafter. The Employee shall be allowed a twenty (20) minute meal break and shall be compensated at the applicable rate of pay.

**ARTICLE EIGHT RECOGNIZED HOLIDAYS AND
ANNUAL VACATION**

- 8.01 All work performed on the following Recognized Holidays shall be paid for at the rate of double time, plus any applicable shift differential, as follows:

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

- 8.02 Should an additional holiday be proclaimed by the Federal or Provincial Government, it shall be added to the list of holidays in Clause 8.01.
- 8.03 Should any of the above holidays fall on a Saturday or Sunday, the following working day will be observed. When Christmas day falls on a Saturday or Sunday, the following Monday and Tuesday will be observed as Christmas and Boxing Day.
- 8.04 No work shall be performed on Labour Day, except for the preservation of life or imminent danger to property.
- 8.05 Recognized Holidays to be paid for at a rate of four and one half percent (4.5%) of the Employee's total wage exclusive of overtime, and be paid hourly as part of the wage package on the Employees regular pay day.
- 8.06 Employees Annual Vacation Pay shall be 6% of the Employee's total hourly earnings. Such total hourly earnings shall be deemed to include straight time hours, overtime hours and travel time hours and shall be paid each pay period with the Employee's regular pay.
- 8.07 At ten (10) years of continuous service with an Employer, an Employee's Annual Vacation Pay shall increase to 8% of the Employee's total hourly earnings.
- 8.08 Should an Employee employed under this Agreement experience a death in his immediate family (i.e. spouse, parents, grandparents, siblings or children) he/she may be allowed three (3) days bereavement leave without pay. Should more time be required by the employee he shall be granted leave of absence without pay for a reasonable period as mutually agreed with the Employer.
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ARTICLE NINE TRANSPORTATION EXPENSE AND ACCOMODATION

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

- 9.01 Work performed within a radius of fifty (50) kilometres from the city limits of Regina and Saskatoon is considered to be a 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.
- 9.02 When Employees are requested to provide their own transportation within or beyond the free zone area, they shall be reimbursed the sum of fifty-two cents (\$0.52) per kilometre. It is further agreed that the Employee's personal vehicle shall be used strictly as a mode of his conveyance.
- 9.03 An Employee whose Employer requests that he/she work in an out of town location shall receive their board, accommodation and any other expense that the Employee may incur on behalf of their employer. The Employer shall supply transportation to and from the jobsite. Accommodation shall be assigned on the basis of one person to a room. All expenses shall be subject to review and approved as to their reasonableness by the Employer and shall not in any case be paid to an Employee working within one hundred (100) kilometer radius of the employer's shop.
- 9.04 The parties to this Agreement recognize the Saskatchewan Provincial Building and Construction Trades Council Camp Standards Agreement negotiated with CLR Construction Labour Relations Association of Saskatchewan Inc.
- 9.05 Where it is the responsibility of the Employer to provide camp facilities in accordance with Clause 9.04 Employees shall avail themselves of such camp facilities and subsistence will not be paid to those Employees pursuant to this Agreement.
- 9.06 All Employer supplied vehicles used by employees shall as a minimum be required to meet all relevant Provincial and Federal safety standards in respect to the transportation of goods and/or persons.
- 9.07 Should the project be of more than thirty (30) calendar days in duration and the project is three hundred (300) road kilometres or more from the dispatch point, each Employee shall receive round trip transportation expense at the rate of fifty-two cents (\$0.52) per road kilometre 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.

ARTICLE TEN WAGE SCALES & FRINGE BENEFITS

- 10.01 All workers covered by this Agreement shall be classified and paid in accordance with the classification and wage scales as outlined in Appendix "A" attached hereto.
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- 10.02 The Employer shall pay into all funds outlined in Appendix “A” attached hereto and hereby adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of such trust funds.
- 10.03 Pay days shall be weekly or biweekly and not more than five (5) days pay may be held back unless other arrangements are made between the Employer and the Union.
- 10.04 When Employees are laid off or discharged they shall be paid the wage due to them at the time of lay-off or discharge and given their separation record and apprenticeship book, if applicable. If the payroll cheques are issued from a location which is not within the confines of the Employer’s shop the Employee’s cheque shall be delivered to said Employee’s home address within five (5) working days of lay-off or discharge. Employees paid by electronic direct deposit shall be paid in full on the next regular payday and a record of employment for E.I. purposes will be mailed to him no later than the work day following termination of employment.
- 10.05 Should the above not be adhered to, the Employer will pay a penalty of four (4) hours per regular working day at straight time rates until payment is made.
- 10.06 Recognized Holiday Pay and Vacation Pay shall be paid to each Employee each pay period.
- 10.07 Wages shall be paid by cash or cheque, or electronic direct deposit into the Employee’s bank account of choice, at no cost to the Employee. The method of payment shall be as determined by the Employer. A printed confirmation of earnings and deductions shall be included with cash pay or cheque, or for electronic direct deposits delivered to the jobsite or mailed to the Employee’s address on record.
- 10.08 The Employer shall contribute to the Funds listed in Appendix “A” on the Employees’ total actual hours worked.

ARTICLE ELEVEN HEALTH AND SAFETY

- 11.01 It is understood and agreed that the Employers shall at all times comply with the Accident Prevention Regulations made pursuant to the current Occupational Health and Safety Act and any refusal on the part of the worker to work or to continue work in contravention of such regulations shall not be deemed to be a breach of this Agreement.
- 11.02 Both the Employer and the Union recognize the mutual value of improving, by all proper and reasonable means, the safety and productivity of the individual workman and shall co-operate to promote such increased safety and productivity in order to enhance the best interests of the industry.
- 11.03 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 restriction imposed against the use of any type of machinery, tools, or labour saving devices.
- 11.04 Tools shall be well maintained and in safe operating condition.
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11.05 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 (renewal required after 5 years), PART 2 – the Vicom Safe-T-Disc CSTS course (renewal required after 3 years), or equivalent, and PART 3 – Employer or Owner Project Specific Training. Workers being dispatched to an Employer must have obtained certification in Part 1 and Part 2. As a condition of employment each employee must maintain certification in Part 1 and Part 2.

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

Employees shall not be on the payroll or paid while receiving PART 1 & 2 training. All other costs for registration, certification or any other costs related to the training and certification in the CODC Interactive Rights and Responsibilities course, the Vicom Safe-T-Disc CSTS course or equivalent shall be paid for by the Union or by the Educational Trust Fund.

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.

11:06 Skills Enhancement Training Program

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.

ARTICLE TWELVE CLASSIFICATION OF EMPLOYEES

12.01 Journeyman: 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.

12.02 Apprentices: An Employee, who has either filed application for or has a contract of Refrigeration apprenticeship in accordance with the Saskatchewan Apprenticeship Training and Trade Certification Act (or its successor) shall, before progressing to the next level complete all tasks set forth by the Saskatchewan Apprenticeship and Trade Certification Commission.

12.03 Maintenance Mechanic: An employee who has been qualified by the employer and performs work as laid out in Appendix "B" of this Agreement. There shall be two classifications of Maintenance Mechanics:

- (a) Maintenance Mechanic – Junior
- (b) Maintenance Mechanic – Senior

The Junior Maintenance Mechanic shall be paid first year apprentice wages plus benefits as per Appendix A of this Agreement and shall progress to a Senior Maintenance Mechanic after twelve (12) months employment under this agreement. The Senior Maintenance Mechanic shall be paid second year apprentice wages and benefits as per Appendix A of this agreement.

The Maintenance Mechanic classification shall not replace the apprentice classification nor shall the Maintenance Mechanic classification become a pre-requisite prior to an Employee making application for apprenticeship in any trade covered by this Agreement. The ratio of Maintenance Mechanic to Journeyman shall be 1 Mechanic for every 7 Journeymen and Apprentices with the right to hire a minimum of one (1) Maintenance Mechanic.

Foreman: The selection of a Foreman shall rest solely with the Employer. The Foreman(s) rate of pay shall be as in Appendix A of this Agreement.

ARTICLE THIRTEEN PERIODIC CONFERENCES

- 13.01 The Employer and the Union agree to hold periodic conferences in order to review the operation of this Agreement, labour supply, the general technical and economic conditions of the Refrigeration and Air-conditioning Industry and may make, as a group, recommendations to Government, or any other parties for the benefit of the general public and the industry.
- 13.02 The parties shall attempt to meet two times annually or notice can be given by the parties, in writing, to arrange for meetings that are mutually agreed.

ARTICLE FOURTEEN GRIEVANCE AND ARBITRATION PROCEDURE

- 14.01 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.
- 14.02 A grievance shall mean any difference or dispute concerning the interpretation, application, administration or alleged violation of this 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 the 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 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 there is evidence of a grievance having occurred, either party may request that the grievance be referred to the Union's International Representative and the Head Office Representative 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.
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- Step IV If the option in Step III is not exercised, the grievance shall proceed to Arbitration at the request of either party.
- Step V It is understood and agreed that any of the time limits herein may be extended by mutual agreement in writing.
- Step VI Any grievance between the Employer and the Union concerning the interpretation, application, administration or alleged violation of the agreement shall be dealt with commencing in Step II.

Arbitration

- Step VII The Union together with the CLR Construction Labour Relations Association of Saskatchewan Inc. will establish a list of six (6) acceptable Arbitrators. The single Arbitrator will be chosen in rotation from this list.
- Step VIII Both parties to the dispute shall share equally the expenses and fees of the Arbitration.
- Step IX 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 III.
- Step X When either party requests that a grievance be submitted to Arbitration, it shall make such a request in writing addressed to the other party to this Agreement with a copy to the President of the CLR Construction Labour Relations Association of Saskatchewan Inc. Within ten (10) working days of receipt of notice to proceed to Arbitration, the President will advise both parties of the Arbitrator together with the item and place of Arbitration.
- Step XI The Arbitrator shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement. The Arbitrator shall have the authority to vary or eliminate any disciplinary action or penalty imposed on the Employee when, in the opinion of the Arbitrator, an injustice has been done. The Arbitrator shall render his decision no later than thirty (30) calendar days from the hearing date.
- Step XII The decision of the Arbitrator shall be final and binding upon both parties.
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ARTICLE FIFTEEN SAVING CLAUSE

15.01 If any provisions of this Agreement are in conflict with the laws or regulations of Canada or Saskatchewan, such provisions shall be superseded by such law or regulation. Unless prohibited from doing so by such law or regulation, or by ruling of any Court or Board of competent jurisdiction which has declared any provision of this Agreement invalid or inoperable, the parties of the Labour Management Committee shall within thirty (30) days notice of either upon the other, commence negotiations, the sole and restricted purpose of which shall be to provide adequate legal replacement of such provision. In the event that such negotiations do not result in Agreement upon a legal replacement for such provision within fourteen (14) days of commencement of negotiations, or such longer period as may be mutually agreed upon between the parties, the matter shall be resolved in accordance with Article 14:00.

ARTICLE SIXTEEN ENABLING CLAUSE

16:01 Procedures for implementation of Enabled Project Agreements are outlined in Appendix “D” of this agreement.

ARTICLE SEVENTEEN CONTINUITY OF WORK

- 17.01 (a) The Employer agrees that it will not cause or direct any lock-out of Employees.
- (b) During the term of this Agreement there shall be no lockout by the Employer and no slowdown or work stoppage by the Union. Participation in a slowdown or work stoppage by an Employee shall justify grounds for dismissal of such Employee.

ARTICLE EIGHTEEN DURATION OF AGREEMENT

18.01 This agreement comes into full force on December 26, 2010 and shall remain in full force and effect until October 31, 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.

**ARTICLE NINETEEN CONTRACT ADMINISTRATION &
INDUSTRY DEVELOPMENT FEES**

19.01 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.

19.02 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	(Plus GST)
(b)	CLR	\$0.10/hour	(Plus GST)
	CODC Fund	<u>\$0.03</u> /hour	(Plus GST)
	TOTAL	<u>\$0.21</u> /hour	

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

19.03 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.


19.04 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.

19.05 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.


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

SIGNED ON BEHALF OF:

**THE UNITED ASSOCIATION OF JOURNEYMAN AND
APPRENTICES OF THE PLUMBING AND PIPE
FITTING INDUSTRY OF THE UNITED STATES AND
CANADA LOCAL UNION 179**




Troy Kipple
Business Manager




Bill Peters
Business Agent

SIGNED ON BEHALF OF:

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



Sid Matthews
President



Ron Balzer
Trade Division Chairperson

APPENDIX “A”

WAGE SCALES AND FRINGE BENEFITS

1. Union Regulations

The Employer recognizes the Union as the sole collective bargaining agency for all Employees within the jurisdiction of Local Union 179 of the United Association of Journeyman and Apprentices of the Pipefitting Industry of Saskatchewan.

Geographical Jurisdiction

Local 179: The Province of Saskatchewan

2. Wage Rates and Classifications

	<u>Dec 26/10</u>	<u>Oct 30/11</u>	<u>Oct 28/12</u>	<u>Oct 27/13</u>
Journeyman	35.30	36.63	37.64	38.71
Recognized Holiday Pay 4.5%	1.59	1.65	1.69	1.74
Vacation Pay 6%	2.21	2.30	2.36	2.43
Health and Welfare	1.50	1.60	1.65	1.65
Pension	4.58	4.93	5.28	5.58
Educational Trust Fund	0.40	0.40	0.40	0.40
Industry Service Fund	0.43	0.43	0.43	0.43
Canadian U.A. Training Fund	0.05	0.05	0.05	0.05
Political Action Fund UA Canada	0.02	0.02	0.02	0.02
Political Action Fund UA Local 179	0.01	0.01	0.01	0.01
Int'l Training Fund	0.05	0.05	0.05	0.05
Total Package	\$46.14	\$48.07	\$49.58	\$51.07

“A” Foremen – 112.5% above Journeyman Basic Hourly Rate

“B” Foremen - 105% above Journeyman Basic Hourly Rate

Foremen certified in the CODC Better SuperVision course or equivalent shall be paid 15% above Journeyman rate.

3. Apprentices

Apprenticeship rate

The rates of pay for indentured Refrigeration Apprentices shall be:

Year One	- 1 st six months (this shall be considered the probationary period)	-	45%	0 - 900 hours
	- 2 nd six months	-	50%	901 - 1,800 hours
Year Two	- 2 nd twelve months	-	60%	1,801 - 3,600 hours
Year Three	- 3 rd twelve months	-	75%	3,601 - 5,400 hours
Year Four	- a period of at least 12 months	-	85%	5,401 - 7,199 hours
Year Four	- completion of Level 4	-	90%	7,200 hours

On the recommendation of the Joint Training Committee, this clause may come under review during the term of this Agreement. Joint Training Committee recommendations shall be submitted for ratification by both parties.

The Apprenticeship Standards for Plumbing and Steamfitting/Pipefitting adopted by the Joint Training Committee of Saskatchewan representing U.A. Local Union 179 and the certified mechanical and piping Employers signatory to a United Association Collective Agreement constitutes part of this Appendix. Final level apprentices shall be excluded from the ratio.

4. Foreman

- (a) It is the intent of both parties to this Agreement that the term “Foreman” shall mean any Journeyman Refrigeration Mechanic of a signatory Employer who is designated by such Employer to supervise the activities of other Employees.
- (b) The Employer shall designate a Journeyman Refrigeration Mechanic 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 Refrigeration Mechanic as an “A” Foreman when over ten (10) workmen are employed on any jobsite.

5. Recognized Holiday Pay

Recognized Holidays to be paid for at a rate of four and one-half (4.5%) of the Employee’s total wages exclusive of overtime, and shall be paid weekly or on termination.

6. Vacation Pay

Each Employee shall be entitled to annual vacation and vacation pay in accordance with the Labour Standards Act of Saskatchewan. As a minimum each Employee shall be entitled to three (3) weeks annual vacation and be paid vacation pay based on six percent (6%) of the Employee's total gross earnings and shall be paid weekly, or upon termination of employment.

At ten (10) years of continuous service with an Employer, an Employee's annual vacation pay shall increase to 8% of the Employee's total hourly earnings.

7. Fringe Benefits

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 & Welfare

Effective December 26, 2010, the Employers subject to this agreement agree to contribute the amount of one dollar and fifty cents (\$1.50) per hour of labour worked by his Employees covered by the terms of this Agreement. Effective October 30, 2011 the contributions shall be one dollar and sixty cents (\$1.60) per hour of labour worked and effective October 28, 2012 the contribution shall be one dollar and sixty-five cents (\$1.65) per hour of labour worked. Contributions will be made on the basis of full or half hours.

All amounts paid by the Employer to the Health & Welfare 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 Employee's wages.

In case of failure of the Employer to contribute into the Fund on the due date, the Trustees in their joint names may take legal action against the Employer for recovery of the amount due.

The Trustees shall have full authority by majority vote with equal representation of 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.

The terms of the Health & 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.

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 Employers and the S.P.P.T.A. dated April 1, 1969 and amended July 13, 1970, or as amended from time to time since 1970 and future amendments and with such rules and regulations as the Trustees of the Fund deem necessary for the successful operation of the said Trust Fund.

The Employers and the S.P.P.T.A. shall elect an equal number of Trustees to the above mentioned Health & Welfare Trust Fund. The Trustees so elected 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 elected by the party who had elected the Trustee who cease to act.

(b) Pension Trust Fund

Effective December 26, 2010, the Employer shall contribute the sum of four dollars and fifty-eight cents (\$4.58) for every hour of labour worked by his employees covered by the terms of this Agreement. Effective October 30, 2011 the contributions shall be four dollars and ninety-three cents (\$4.93) per hour of labour worked, effective October 28, 2012 the contributions shall be five dollars and twenty-eight cents (\$5.28) per hour of labour worked and effective October 27, 2013 the contributions shall be five dollars and fifty-eight cents (\$5.58) per hour of labour worked. Contributions will be made on the basis of full or half hours.

Selection, implementation and administration of the above mentioned Pension Plan is to be carried out and continued by the Trustees of the Health and Welfare Trust Fund.

These contributions shall be in addition to any compulsory Government Pension Plan.

All amounts payable by the Employer to the Pension 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.

In the case of failure of the Employer to contribute into the Pension Fund on the due date, the Trustees in their joint names may take legal action against the Employers of the recovery of the amount due.

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.

Joint Trust Fund

In respect of all jointly Trusteed Funds established in this Agreement, the Chairman and Secretary shall be selected by the Trustees from the Trustees.

(c) Education Trust Fund

Effective December 26, 2010, the Employer shall contribute the sum of forty cents (\$0.40) per hour of labour worked by his Employees covered by the terms of this Agreement. Contributions will be made on the basis of full or half hours.

The terms of the Educational Trust Fund will 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.

The Employer and the Union agree to comply with all the provisions and requirements of the Education Fund and the Declaration of Trust established between the certified mechanical and piping Employers signatory to a United Association Collective Agreement and U.A. Local 179, with such rules and regulations as the Trustees deem necessary for the successful operation of the said Trust Fund.

In case of the failure of the Employer to contribute into the Fund on the due date, the Trustees in their joint names may take legal action against the Employer for recovery of the amount due.

(d) Industry Service Fund

Effective December 26, 2010, the Employer shall contribute the sum of forty-three cents (\$0.43) per hour for every hour of labour worked by his Employees covered by the terms of this Agreement. Five cents (\$0.05) will be internally allocated to the UA Local 179 Future Facility Fund.

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.

Notwithstanding anything to the contrary, or which might be construed to the contrary, as herein before set forth, the said Fund shall not 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 Unions(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.

Note: The Employers have committed monies, for use by Local Union 179, for the management and delivery of safety training and other programs to be administered through the Industry Service Fund. These monies are not part of wages but for administration convenience have been included in the Industry Service Fund in the Wage Rates and Classification schedules.

(e) Canadian U.A. Training Fund

Effective December 26, 2010, the Employer(s) shall contribute the sum of five cents (\$0.05) per hour for every hour of labour worked by his Employee(s) covered by the terms of this Agreement to the United Association Canadian Training Trust Fund.

(f) Political Action Trust Fund UA Canada

The Employer(s) agree to contribute two cents (\$0.02) per hour for every hour of labour worked by his Employee(s) to the United Association Canada Political Action Fund.

(g) Political Action Trust Fund UA Local 179

The Employer(s) agree to contribute one cent (\$0.01) per hour for every hour of labour worked by his Employee(s) to the United Association Local 179 Political Action Fund.

(h) International Training Fund

The Employer(s) agree to contribute five cents (\$0.05) per hour for every hour of labour worked by his Employee(s) to the United Association International Training Trust Fund.

(i) Remittance Process

Remittance to the Funds listed as a) through g) below are to be recorded on a Form to be provided by Local 179. The Form along with a single cheque for the total of the remittances are to be forwarded monthly on or before the fifteenth (15th) day of the month following the month in which they were earned to the “Saskatchewan Piping Industry Trust Fund” c/o The Royal Bank of Canada, P.O. Box 9345, Station A, Toronto Ontario M5W 3M2.

FUND	Dec 26/10	Oct 30/11	Oct 28/12	Oct 27/13
a) Health & Welfare	\$1.50	\$1.60	\$1.65	1.65
b) Pension Trust Fund	\$4.58	\$4.93	\$5.28	5.58
c) Education Trust Fund	\$0.40	\$0.40	\$0.40	0.40
d) Industry Service Fund	\$0.43	\$0.43	\$0.43	0.43
e) Canadian UA Training Fund	\$0.05	\$0.05	\$0.05	0.05
f) Political Action Trust Fund UA Canada	\$0.02	\$0.02	\$0.02	0.02
g) Political Action Trust Fund UA Local 179	\$0.01	\$0.01	\$0.01	0.01
h) International Training Fund	\$0.05	\$0.05	\$0.05	0.05
TOTAL	<u>\$7.04</u>	<u>\$7.49</u>	<u>\$7.89</u>	<u>\$8.19</u>

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.

(j) Employee and Family Assistance Plan

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

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

Remittances and Reports

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

8. Working Conditions

The Employer shall make reasonable provision for safety and health of the Employees during the hours of their employment.

Hard hats, hard hat weather liners and grinding goggles shall be supplied by the Employer where necessary and any other safety devices and equipment that may be required by Employees when they are working under other than normal working conditions. Snap-on safety glasses to be provided to each Employee who must wear prescription glasses. On Industrial Sites and where required, anti-flash glasses shall be supplied to all Employees. Above items will not be re-issued until used items are returned.

Notice of layoff or discharge shall be given in accordance with the Labour Standards Act of Saskatchewan.

9. Clearance and/or Referral Slip

- (a) Where a clearance or referral slip contains an individual authorization to deduct and remit union dues and other deductions, such slips shall satisfy the provisions of Article 3:04 of this Agreement and shall not be revokable until the project to which the Employee is dispatched is completed and turned over to the owner.
 - (b) The Union shall send, by facsimile, a dispatch referral slip to the office location designated by the Employer. Where there is not a facsimile on the jobsite the Employer shall send a copy of the referral slip to the site office with the next payroll. Copies of the referral slips shall be made available to the shop steward.
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10. Right To Designate To Various Funds

The Union shall have the right to designate a portion of any increase over the life of this Agreement to any Fund or Funds mentioned in this Agreement, provided such designation is made on the annual anniversary date of this Agreement with thirty (30) days advanced notice in writing.

APPENDIX “B”

MAINTENANCE MECHANIC

The Maintenance Mechanic shall be qualified to perform and shall be allowed to perform the work listed below:

All routine maintenance and inspections regardless of size or location of the mechanical equipment being inspected or maintained, where this work is done as a periodic routine service, inspection and maintenance procedure by the Employer, such as:

- (a) filter changing and maintenance thereof;
- (b) lubrication of equipment, but not changing or refrigeration compressor oil;
- (c) belt replacement and adjustment;
- (d) cleaning of cooling towers, coils, evaporators and condenser tubes and water treatment, but no assembling and disassembling of equipment when not under the direct supervision of a Journeyman or apprentice;
- (e) general housekeeping, cleaning and painting;
- (f) delivery and truck driving of parts or equipment trucks;
- (g) cleaning, repairing, and routine maintenance of solar energy equipment,
- (h) assist Journeyman and apprentices as required;

The ratio of Maintenance Mechanic to Journeyman shall be 1 Mechanic for every 7 Journeymen and Apprentices with the right to hire a minimum of one (1) Maintenance Mechanic.

APPENDIX “C”

SERVICE WORK

Notwithstanding any other provision(s) of this Agreement, Appendix “C” applies only to Service Work.

1. Standby

- 1.1 When an Employee is requested by the Employer to standby and be available to perform emergency work outside the normal workday the Employee shall be paid one (1) hour per day at the Employee’s base rate of pay per seven day week. All qualified Employees must accept standby duties on an evenly distributed rotational basis.

The Employer will provide a suitable communication device to an Employee when on standby who shall only use such communication device for company business or in an emergency situation.

2. Transportation and Travel Time

2.1 Transportation

Employees shall not supply vehicles for the Employer’s work. All vehicles shall be supplied by the Employer.

2.2 Travel Time

Overtime rates for travel will apply to all hours worked beyond eight (8) hours in a day in the case of a five (5) day work schedule, or in excess of ten (10) hours in a day in the case of a four (4) day work schedule.

When employer supplies a service or maintenance vehicle, travel time will be paid from Employer’s shop at applicable rates.

3. Tools, Equipment & Uniforms

- 3.1 The journeymen and apprentice Employees shall only be required to supply the basic hand tools and equipment listed in Appendix C – Article 3.2 of this Agreement. A first year apprentice shall not be required to supply the voltmeter.
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3.2 **Tool List**

Tool box
Refrigeration Test manifold complete with hoses
Pocket thermometer
Adjustable Wrenches (crescent type – set consisting of (6", 8", 10", 12", & 16")
Pipe wrenches (8", 14" and 24")
Refrigeration service wrenches (3/16" to 1/2")
Tube cutters (1/4" through 1 1/8")
Refrigeration flaring kit (imperial Eastman quality or equivalent)
Screw drivers (complete set of flat, Robinson, and Phillips)
Combination wrenches (box end and open end 1/4" through 1 1/8")
Pliers (needle nose, channel locks, combination, vice grips, linesman)
Side cutter (and /or wire stripper)
Hammers, ball peen (small and large) and claw
Allan wrenches (set 1/16" to 1/2" and 2mm. To 12mm.)
Punch and chisel set
Leak detector (Halide or equivalent)
Soldering and brazing kit (Turbo torch)
Cordless electric drill (3/8")
Tape measure (25', 1" width min.)
Flash light
Clamp on volt-Amp meter (Amprobe or better)
One digital multi-meter (Fluke or equivalent)
For winter operations a deflection meter is recommended

Subject to approval by the Employer, any tools supplied by the Employee in addition to the above list will be identified in writing to the Employer.

Employee supplied tools are to be of standard quality appropriate for the Refrigeration trade.

- 3.3 The Employer shall supply all other tools not listed in Appendix C - Article 3.2 of this Agreement as well as equipment required to carry out work performed under this Agreement. The Employee may be held responsible for loss or damage of said tools and equipment through willful conduct or negligence on his/her part.
- 3.4 The Employer agrees to repair or replace with an equivalent quality or replacement value, all items mentioned in Appendix C – Article 3.2 and any other tools and equipment that the Employee has supplied to carry out work under this Agreement if loss or damage is caused through negligence of the Employer or other Employees.
- 3.5 If an Employee's tools, as listed in 3.2 above 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 by forcible entry 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.
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- 3.6 Each Employee will make an inventory and prepare a list of the Employee's personal tools that are required in the exercise of the Employee's duties as a refrigeration mechanic. After verification and approval of the inventory list by the Employer all tools on the inventory list will be covered by the provisions of this Appendix.
- 3.7 The Employer agrees to supply all non-durable items used on the Employer's work covered under this Agreement such as files, cutter wheels, drill bits, etc.
- 3.8 The Employer agrees to supply all protective clothing and safety equipment, as required when necessary, according to the Saskatchewan Occupational Health and Safety Act, or any related safety legislation in effect, at no cost to the Employee. The Employee is responsible for said clothing and equipment but the Employer accepts responsibility for normal wear and tear of article upon return of same. This clause shall be deemed to include steel toed safety boots which shall be reimbursed to a maximum of one hundred dollars (\$100.00) annually with the submission of a receipt. Winter boots once and replaced as needed; Rubber boots once and replaced as needed.
- 3.9 When uniforms and/or coveralls are required by the Employer for work covered by this Appendix the Employer shall pay 80% of the invoiced cost of said clothing. Such uniforms or coveralls required by the Employer shall be 100% cotton.

Where the Employer requires his employees to wear uniforms, such uniforms shall be maintained by the Employee as to their cleanliness and appearance while in their employ of the Employer.

APPENDIX “D”

Enabling Clause

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.
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- (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.
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APPENDIX "D"

Enabling Clause Information Sheet

Date: _____
To: UA Local 179 Attn: _____
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 s per the current collective bargaining agreement.

UA Local 179 Business Representative

Contractor Representative