

PROVINCIAL CEMENT MASON AGREEMENT

(For Restoration and Maintenance Work)

This Agreement, entered into by and between:

EACH OF THE UNIONIZED EMPLOYERS IN THE CEMENT MASON/PLASTERER
TRADE DIVISION OF THE CONSTRUCTION INDUSTRY ON WHOSE BEHALF THE
CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF SASKATCHEWAN
INC., AS THE REPRESENTATIVE EMPLOYERS' ORGANIZATION, HAS ENTERED
INTO THIS AGREEMENT

(Hereinafter Referred to as the "Employer")

AND

OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION
OF THE UNITED STATES AND CANADA LOCAL 222

(Hereinafter referred to as the "Union")

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**Effective August 19, 2007
Expires October 31, 2007**

SASKATCHEWAN STANDARDS OF UNION CONSTRUCTION

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

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

Adopted December 17, 1993

Trade Unions Affiliated With:

Saskatchewan Provincial Building
and Construction Trades Council

Unionized Employers as Represented By:

CLR Construction Labour Relations
Association of Saskatchewan Inc.

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DEFINITIONS

BUILDING TRADES COUNCIL OR SPB & CTC	-	means the Saskatchewan Provincial Building and Construction Trades Council
CLR	-	means CLR Construction Labour Relations Association of Saskatchewan Inc.
CODC	-	means CODC Construction Opportunities Development Council Inc.
EMPLOYEE	-	means anyone employed under the terms of this Agreement.
EMPLOYER	-	means a Company bound by the terms of this Collective Agreement.
GENDER	-	means where the masculine gender is used in this Agreement it shall be considered to include the feminine gender.
KM	-	means kilometre by road (not radius).
LOCAL RESIDENT	-	a local resident is a person who has resided within one hundred (100) kilometres of a project, but outside the cities of Regina and Saskatoon, for at least six (6) months immediately preceding the date of hire.
LOCAL RESIDENCE	-	a local person's residence is the place where he permanently maintains a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which he resides.

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Original Documents (not photocopies) are required for proof of residence. These will be verified by the employer, copied and returned. Two (2) of the following are acceptable:

- Income Tax Assessment
- Property Tax Assessment
- Unemployment Insurance
- Utilities Receipt

LOCAL UNION OR UNION

- means the Operative Plasterers and Cement Masons International Association of the United States and Canada Local 222 (OPCMIA 222).

**RESTORATION AND
MAINTENANCE WORK**

- means work required on an existing structure or on existing, or the replacement of, equipment and machinery in a given plant to restore the structure, equipment or machinery to efficient operating conditions, but shall not include new construction.
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**ARTICLE 1:00 PURPOSE, SCOPE AND
SPECIAL PROJECTS**

1:01 Purpose

The general purpose of this Agreement is to establish mutual satisfactory relations between the Employer and its Employees, to provide for the prompt and equitable disposition of grievances without stoppages or work, to prevent any unnecessary expense or delay in the work performed, and to establish and maintain satisfactory working conditions, hours of work, and wages for all Employees who are subject to the provisions of this Agreement.

1:02 Scope

The terms of this Agreement and no other Agreement shall apply to all Restoration and Maintenance work performed by Cement Masons and their apprentices within the Province of Saskatchewan, or where a Project Maintenance Agreement is in effect. The terms and conditions of this Agreement apply to all appendices, except as otherwise amended by an appendix.

Work of New Construction nature will be governed by the Provincial Cement Mason/Plasterer Industrial or Commercial/Institutional Agreement, as the case may be.

The Employer recognizes the work jurisdiction of the plasterer/cement mason which includes, but is not restricted to: fireproofing; stucco work; interior and exterior plaster work; concrete finishing; grouting; concrete sawing, coring; concrete renovation; concrete coating and sealing; installation of mesh or corner bead for concrete or plaster; screeding, darbying, floating and trowelling of concrete or plaster or substitutes thereof; curb and gutter work; waterproofing, stamping, pigmenting, washing, grinding or bush hammering of concrete; and all other work that is traditionally done by the plasterer/cement mason. The tending and assisting of journeymen is the work of plasterer/cement mason apprentices.

1:03 Special Projects

The parties hereto express their intent to consider amending certain provisions of this Collective Agreement where this action appears necessary and appropriate for certain projects. The provisions must be mutually agreed upon by the parties hereto.

**ARTICLE 2:00 UNION RECOGNITION AND
SUB-CONTRACTING**

2:01 The employer recognizes OPCMIA Local 222 as the exclusive bargaining agent for plasterers and cement masons in the Province of Saskatchewan.

2:02 All subcontractors engaged directly or indirectly by the Employer to perform cement mason/plasterer work within the scope of this agreement shall conform to the terms and conditions of this Agreement.

**ARTICLE 3:00 UNION SECURITY, HIRING,
JOB ACCESS, STEWARDS**

3:01 **Union Security**

The employer recognizes OPCMIA Local 222 as the exclusive bargaining agent for plasterers and cement masons in the Province of Saskatchewan

3:02 Every Employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new Employee whose employment commences hereafter shall, within thirty (30) days after the commencement 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.

3:03 The Employer agrees to deduct and remit Union dues and other deductions in accordance with the following:

- (a) Upon receipt of authorization from the Employee, the Employer shall deduct from all Employees coming within the scope of this Agreement, from the first pay period of each month, monthly Union dues, initiation fees or other assessments in the amount prescribed by the Local Union.
 - (b) From each pay period, Union Field Dues in the amount calculated and/or prescribed by the Local Union.
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3:04 Union dues and other deductions shall be remitted to the Local Union promptly by the 15th of the following month. Each remittance shall be accompanied by a list showing the name and social insurance number (provided the number is supplied by the Union on its referral form) of the Employees on whose behalf the deduction was made; and showing opposite each name the amount of the deduction. For the field dues deducted the list shall show the hours on which the deduction was based. Union dues and other deductions shall be mailed to OPCMIA LOCAL 222, Room 214, 10319 - 106th Avenue, Edmonton, AB, T5H 0P4.

3:05 **Hiring**

The Employer shall have the right to name hire all Employees. The Employer shall hire only members of the Union in good standing through the appropriate Union office for the performance of all work within the scope of this Agreement.

3:06 The Union agrees to furnish qualified Employees on request. In the event the Union is unable to fill a requisition for Employees within a forty-eight (48) hour period (Saturdays, Sundays and recognized holidays excluded), the Employer shall have the right to employ qualified Employees from other available sources. All Employees shall obtain a clearance and/or referral slip from the appropriate union office before starting a job. At the request of the Employer, referral slips will be transmitted electronically to the Project (telephone, facsimile or telex).

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

- (a) Qualified Saskatchewan Union Members whose residences are located within one hundred (100) kilometres of the project.
- (b) Qualified persons whose residences are located within one hundred (100) kilometres of the project, provided that they are willing to join and do join the union prior to commencement of employment.
- (c) Qualified Union Members whose residences are located in Saskatchewan.

3:07 The Union shall provide a completed sign-on-form, included as Appendix C to this Agreement, to the Employer at the time an Employee is dispatched.

3:08 **Job Access**

An authorized representative of the Union shall retain the privilege of access to Employees of the Employer, provided that prior consent is obtained from the Employer, and the Prime Contractor and Owner when necessary, and that the work of the Employees is not interfered with.

ARTICLE 6:00 NO STRIKE/NO LOCKOUT

6:01 The Employer agrees that it will not cause or direct any lock-out of Employees.

No Employee working under the terms and conditions of this Agreement shall strike during the term of this Agreement. No person, Employee or trade union shall declare, authorize or participate in a strike or other collective action which will stop or interfere with production or counsel a strike or collective action to be effective during its term. Violations of this Article will be cause for immediate termination without the right to grievance or rehire at the project.

**ARTICLE 7:00 GRIEVANCE PROCEDURE,
OPTIONAL GRIEVANCE
MEDIATION AND ARBITRATION**

Grievance Procedure

It is the mutual desire of the parties hereto, that complaints of Employees shall be adjusted as quickly as possible. The Foreman or Supervisor shall be given the opportunity to adjust a complaint. When a complaint is reduced to writing it shall be termed a grievance.

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

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

Step I The aggrieved party shall discuss his complaint with his steward and the Foreman or immediate Supervisor, who shall endeavour to settle 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 Union's Business Representative and the Employer's Labour Relations Representative.

- Step III If the grievance is not settled within (optional) thirteen (13) working days, excluding Saturday, Sunday and recognized holidays, from the date of the occurrence giving rise to the grievance, the parties may agree to refer the grievance to the Unions International Representative and the Employer's Management Representative. 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.
- 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 or the Union concerning the interpretation, application, administration or alleged violation of the Agreement shall be dealt with commencing with Step II.

Optional Grievance Mediation

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

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

- Step VII A single Arbitrator shall be selected from the list of four Arbitrators in Appendix D to hear any grievance which has been referred to arbitration pursuant to this Agreement. Selection shall be in rotation beginning with the first listed Arbitrator and will continue sequentially subject to availability of those individual arbitrators.
- Step VIII Both parties to the dispute shall share equally the expenses and fees of the Arbitrator.
- 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 the Union or an Employer requests that a grievance be submitted to arbitration, it shall make such a request in writing (Registered Mail) addressed to the other party with copies to CLR and the Building Trades Council. Within ten (10) working days after receipt of the notice to proceed to arbitration, CLR and the Building Trades Council will jointly advise both parties of the name of the Arbitrator and the time 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 an Employee when, in the opinion of the Arbitrator, an injustice has been done. The Arbitrator shall render his decision no later than fifteen (15) calendar days from the hearing date.
- Step VII The decision of the Arbitrator shall be final and binding upon both parties.
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**ARTICLE 8:00 HOURS OF WORK, OVERTIME,
OVERTIME MEALS, SHIFTS,
REST BREAKS, SHOW UP TIME,
CALL OUTS**

8:01 **Hours of Work**

This Article is designed to identify the regular hours of work and is not to be construed as a guarantee of hours of work per day, per week, or with respect to days in any week.

The regular work week shall be forty (40) hours of employment per week divided into five (5) regular working days. The regular work day shall be eight (8) hours of employment per day generally performed between the hours of 8:00 am and 5:00 pm. Lunch period shall be unpaid, one-half (1/2) hour or one (1) hour as agreed on the project. The Employees are to commence and complete their shift at the lunchroom.

On projects where circumstances make it necessary, the regular hours of work shall be performed during any time of the day or night which will constitute a regular shift on that project and must remain in effect for three consecutive working days, otherwise the regular hours of work shall be as defined in 8:01.

8:02 **Overtime**

All hours worked from Mondays to Fridays, (and Saturdays if worked as a make-up day), in excess of ten (10) hours in any day and forty (40) hours in any one (1) week period, and all hours worked on Saturdays and Sundays shall be paid at time and one half (1.5x). Saturday may be used as a make-up day when weather or other conditions beyond the control of the Employer have caused lost time during the regular work week. Work performed on a make-up day shall be paid at straight time (1x) rates.

All hours worked on Recognized Holidays shall be paid at double time (2x).

Occupied Premises

Notwithstanding all of the above, where the conditions of the job are such that work must be carried out on occupied premises, then the work may be done at regular straight time rates during any hours or days, including Saturdays and Sundays, and overtime rates will apply for all hours worked over 40 hours in any one week period. The Employer shall notify the Union prior to implementing this clause.

8:03 **Overtime Meals**

When an Employee is requested and agrees to work more than two (2) hours beyond the regularly scheduled shift, a free meal (hot when possible) and beverage will be provided. The meal will be provided during the first two (2) hours of such additional time 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.

8:04 **Shifts**

On projects that require working more than a single shift then a premium of \$2.00 shall be paid for all hours worked on second and third shift operations. Employees shall receive sixteen (16) working hours notice for shift work.

8:05 **Rest Breaks**

Each Employee shall be allowed two ten (10) minute rest breaks, one during the first half of a shift and one during the second half of a shift. Rest breaks may vary by mutual consent of the parties.

If work is to continue for more than one (1) hour past the scheduled shift, a rest break of ten (10) minutes shall be taken by the Employees at the end of the scheduled shift.

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

8:06 **Show Up Time**

When an Employee is requested to report to a job for hiring and is not hired, two (2) hours' pay shall be given to the Employee by the Employer. This payment shall not be made when the weather or site conditions due to weather do not permit work.

Any Employee who is instructed to report or regularly reports for work and upon reporting, is not placed at work, shall receive two (2) hours pay unless unable to work due to inclement weather or site conditions, and Employees shall remain on the job during waiting time. The Employee shall be paid to the nearest one-half (½) hour if work ceases because of circumstances beyond the control of the Employer.

8:07 **Call Outs**

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

ARTICLE 9:00 RECOGNIZED HOLIDAYS AND VACATION

9:01 **Recognized Holidays**

(a) The recognized holidays shall be as follows:

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

(b) When a recognized holiday falls on a Saturday or Sunday, the next following work day shall be taken as an alternate day off. When two (2) recognized holidays fall on a succeeding Saturday or Sunday, the following Monday and Tuesday shall be taken off as alternate days.

(c) When working a four day work week, a recognized holiday falling on a Friday shall be observed on the preceding Thursday.

Recognized holiday pay shall accrue at four and one-half percent (4.5%) of straight time earnings, and shall be paid each pay period with the Employee's regular pay.

9:02 **Vacation**

Annual vacation pay shall accrue at six percent (6%) of gross earnings and shall be paid each pay period with the Employee's regular pay.

ARTICLE 10:00 WAGE SCALES, PAYMENT OF WAGES, FRINGE BENEFITS

10:01 **Payment of Wages**

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

(a) **Pay Day and Pay Periods**

Pay day shall be weekly with a maximum holdback of one (1) week. Should five (5) days' pay be held in hand, a new Employee may apply for an advance in wages during the first pay period and such advance shall not be greater than the amount of wages actually earned.

(b) **Method**

Wages shall be paid by cash or cheque or electronic direct deposit into the Employee's bank account of choice at no cost to the Employee. The method of payment shall be as determined by the Employer. A printed confirmation of earnings (straight time and overtime) and deductions shall be included with cash pay or cheque or, for electronic direct deposits delivered prior to quitting time to the jobsite or mailed to the Employee's address on record.

(c) **Pay on Termination**

Employees paid by cheque shall be paid wages in full at the time of discharge or layoff, or arrangements made whereby a cheque and record of employment for E.I. purposes will be mailed not later than the following work day to the Employee's last known address, or to an address requested by the Employee, or if such address is not available, then to the Union Hall. When an Employee quits, the Employer shall pay out such Employee on his next regular pay day.

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.

(d) **Penalty**

If an Employer fails to provide payment as stated above, the Employer shall pay the Employee for waiting time in the amount of eight (8) hours per day at his regular rate of pay each regular work day delayed.

(e) **Subsistence**

Where the Employer is supplying accommodation and board or subsistence allowance, it shall be continued until the foregoing terms of this section are fulfilled.

(f) **Employee Termination Record**

In all cases of termination an Employee Termination Record, in the form of Appendix "D", which includes the hours worked by the Employee in the final pay period, and for the previous pay period providing the information is available on the job site, shall be completed and provided to the Employee to finalize his employment. The form shall be signed by both the Employee and the Employer's supervisory authority.

(g) **Notice**

When an Employee is laid off or discharged or quits of his own accord, one (1) hour's notice shall be given by either party. In the absence of such notice by the Employer, then one (1) hour's pay must be paid. An Employee shall not be laid off prior to the termination of his shift.

ARTICLE 11:00 APPRENTICES

11:01 A worker must be registered with the Saskatchewan Apprenticeship Commission prior to be classified as an Apprentice. In order to advance to Level 2 or Level 3, the Apprentice in addition to having worked the required hours, must have completed the required Technical Training prescribed for Cement Mason/Plaster by the Saskatchewan Apprenticeship & Trade Certification Commission.

An Apprentice who does not attend schooling when scheduled through no fault of his own may apply to the Saskatchewan Cement Mason/Plasterer Joint Training Committee which shall meet to consider the circumstances in each case and establish the appropriate pay rate.

An Apprentice who has completed a trade pre-employment course and/or a training period as recognized by the Saskatchewan Cement Mason/Plasterer Joint Training Committee, shall commence employment at the 65% rate.

11:02 The Employer recognizes the Saskatchewan Cement Mason/Plasterer Joint Training Committee and shall allow a representative of the Committee access to the site to perform functions related to apprenticeship and training administration provided that such functions do not interfere with the progress of the work. The Employer further agrees to fill out verifications of Trade Experience and give them to the Apprentice upon termination.

All Apprentices shall be indentured to the Saskatchewan Cement Mason/Plasterer Joint Training Committee, the Director, or to the Employer. If a Employer chooses to indenture an Apprentice they must do so within thirty (30) calendar days of the date of employment and must establish to the Union that the Apprentice is indentured. Failure to comply shall allow the Saskatchewan Cement Mason/Plasterer Joint Training Committee to indenture the Apprentice.

11:03 Preference of employment shall be granted to all indentured Apprentices in order to provide a reasonable opportunity for those indentured to complete their apprenticeship.

11:04 All Indentured Apprentices and Probationary Apprentices shall work under supervision of a Journeyman of their trade.

11:05 The Employer and Union agree to maintain, improve and promote trade training and apprenticeship for cement masons and plasterers, and will cooperate with the Saskatchewan Apprenticeship Branch and the Joint Training Committee in implementing standards and regulations for these Trades.

11:06 An apprentice shall receive the same fringe benefits as would a journeyman with the exception of GRSP contributions which shall be calculated as provided in Appendix A.

ARTICLE 12:00 GENERAL WORKING CONDITIONS

12:01 The Employer shall provide clean, ventilated and thermally comfortable lunch rooms with benches and tables with adequate size and seating capacity to accommodate the number of people using the facility. Areas required for eating and changing shall be kept free of tools and equipment.

12:02 Individual, separate, safe, and locked storage shall be provided for cement masons'/plasterers' tools and work clothing.

12:03 Fresh drinking water in closed containers and individual paper cups shall be provided daily on all jobs.

12:04 The Employer shall provide suitable clean, enclosed, sanitary facilities, chemical or flush, heated in cold weather. The Cement Masons/Plasters shall cooperate with the Employer in keeping these facilities clean. The Employer shall supply suitable dry type hand cleaner and towelling.

12:05 Suitable rain gear and protective clothing and equipment shall be provided by the Employer when safety, weather, or working conditions dictate their use or when required by the Employer.

12:06 All Cement Masons/Plasters and Apprentices shall bring to work everyday appropriate hand tools of the trade and be responsible for their safe keeping.

12:07 Where site development permits, the Employer shall provide the Cement Masons/Plasterers with adequate car parking facilities including plug ins in cold weather.

ARTICLE 13:00 TOOLS AND EQUIPMENT

13:01 If power tools and their accessories are required, they shall be supplied by the Employer and operated by a Cement Mason/Plasterer or a Cement Mason/Plasterer Apprentice.

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- 13:02 The tools of a Cement Mason/Plasterer or Apprentice starting on a job shall be in good conditions and must be kept so. This may be done during working hours.
- 13:03 The Cement Mason agrees to supply as a minimum the following list of tools:
- Trowels - 12" - 14" (point, margin)
 - Chipping Hammer
 - Hand Floats (wood, metal, rubber)
 - Brush
 - Hammer - 3 lb
 - Edger
 - Jointer
 - Chalk Line
 - Pliers
 - Screwdrivers
- 13:04 Generally speaking the Employer will provide all power tools and any hand tools of a specialized nature that a tradesman would not normally carry in his tools box. Cement Masons/Plasters will take to work everyday the common hand tools of the trade. The Employer will exchange tradesmen's tools worn-out on the job with similar new tools.
- 13:05 Plasterers and Cement Masons will consider it a matter of personal responsibility and trade pride to carry an adequately stocked tool box of serviceable tools. Failure to do so shall empower the Employer to deny work to any Employee without compensation until the Employee shows up at work with the appropriate tools.
- 13:06 Probationary Apprentices are encouraged, but not required, to carry a tool box to work.

ARTICLE 14:00 SAFETY AND PRODUCTIVITY

- 14:01 It is agreed that Employers and Employees shall maintain and abide by all site safety regulations as established by the Owner or Project Manager and all applicable provincial and/or federal safety legislation.
- 14:02 The parties to this agreement recognize the mutual value of improving, by all proper and reasonable means, the safety of the individual worker and shall participate in and promote the following:
- 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.
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It is the responsibility of each Employee to hold current certification and maintain certification in Part 1 and Part 2.

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

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

Training and certification of employees in Safety Orientation, Part 1 and Part 2, confined space entry, use of personal protective equipment and airfed equipment shall be provided through the Training Trust Fund.

14:03 It is understood and agreed that the Employers and employees shall at all times comply with the Accident Prevention Regulations and pursuant to the current Saskatchewan Occupational Health and Safety Act, and any refusal on the part of the worker to work or to continue to work in contravention of such regulation shall not be deemed to be breach of this Agreement.

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

14:04 An Employee who is injured while working for the Employer and who is sent home because of such injury shall receive pay up to the end of the shift in which he was injured. The Steward will be allowed time to the injured worker's personal belongings as soon as possible after the accident and if the case warrants it, the Employer shall designate someone to accompany the injured worker to the doctor or hospital without loss of pay for the regular shift.

14:05 **Productivity**

The Union shall place no limitations upon the amount of work which an Employee shall perform during the working day and there shall be no restrictions imposed against the use of any type of machinery, tools or labour saving devices.

14:06 It is agreed that productivity and quality of work is one of the objectives of the Parties of this Agreement.

ARTICLE 15:00 TRANSPORTATION EXPENSES

15:01 Local Residents

- (a) Local residents shall not be entitled to Transportation Allowances, Transportation Expenses, Room and Board or Subsistence except as provided in 15:01(b).
- (b) Local residents living beyond fifty (50) kilometres of the project shall be paid forty-eight (\$0.48) cents per kilometre, effective August 19, 2007, from their residence to the edge of the free zone and return for every day the Employee works or reports to work. If called to return to work during the same twenty four (24) hours, shall receive same payment as above.

15:02 Free Zone

Fifty (50) road kilometres around the project site shall comprise a Free Zone where no Travel Allowance, Travel Expense or Room and Board, or Subsistence shall be provided.

15:03 Daily Transportation

When an Employee is required to supply his/her own transportation beyond the City Limits of Regina or Saskatoon, each Employee shall be paid a transportation expense of forty-eight (\$0.48) cents per road kilometre, effective August 19, 2007. The transportation expense is to be calculated from the City Hall in Regina or Saskatoon to the boundary of the project Free Zone and return daily. When an Employer is providing transportation, each Employee shall be paid an allowance equal to his/her straight time rate for the actual travel time.

15:04 Daily Transportation with Board and Room or Subsistence

On projects where board and room or subsistence allowance applies and the temporary domicile is beyond the fifty (50) road kilometres Free zone around the project, the Employer shall provide transportation or each Employee shall be paid forty-eight (\$0.48) cents per road kilometre, effective August 19, 2007, when supplying his/her own transportation, from the temporary domicile to the boundary of the project fifty (50) road kilometre Free Zone and return daily.

When an Employer is providing transportation, each Employee shall be paid an allowance equal to his/her straight time rate for actual travel time from point of pick up to the project daily. No return travel time shall be paid on daily return transportation provided there are no delays such as mechanical break down. The fifty (50) road kilometre Free Zone does not apply when the Employer is providing transportation.

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

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

15:05 Initial and Terminal Transportation

On projects where accommodation is supplied or paid for, each Employee shall be paid a transportation expense of forty-eight (\$0.48) cents per road kilometre, effective August 19, 2007, to the project site from the dispatch point. For an Employee to qualify for initial transportation expense, the Employee must remain Fifteen (15) calendar days or until lay off (whichever comes first). An Employee remaining thirty (30) calendar days, or in the event of a lay-off, shall have his/her return transportation expense paid to the dispatch point. The fifty (50) road kilometre Free Zone does not apply to initial and terminal transportation.

15:06 Rotational Transportation

Should the project be more than forty five (45) calendar days in duration and the project is three hundred (300) road kilometres or more from the dispatch point, each Employee shall receive round trip transportation expenses at the rate of forty-eight (\$0.48) cents per road kilometre, effective August 19, 2007, every forty five (45) calendar days, including the first forty five (45) calendar days. The fifty (50) road kilometre Free zone does not apply to rotational travel.

**ARTICLE 16:00 ROOM AND BOARD, SUBSISTENCE
OR CAMPS**

The purpose of this Article is to pay reasonable expenses on behalf of the Employee. It is not intended to be a source of supplementary income. The Employer may require that each Employee who receives a subsistence allowance sign a form declaring that they qualify for and have incurred expenses for subsistence in the amount of the allowance.

16:01 Local Residents

Local residents shall not be entitled to subsistence allowance. On camp jobs, they shall not be entitled to camp accommodations.

16:02 On out of town projects where Employees do not commute daily from the cities of Regina, Saskatoon, or Prince Albert the Employer shall provide, at his option, one of the following:

- a) Suitable room in a hotel or motel plus board or board allowance at no cost to the Employee; or
 - b) Subsistence allowance or
 - c) A camp
-

16:03 **Room and Board**

With respect to suitable room and board it is agreed that no more than two (2) persons will be required to be lodged in one room. In lieu of providing board the Employer shall supply each Employee board allowance as follows:

Effective August 19, 2007 \$32.00 per day

Where the hotel or motel is not within walking distance of the jobsite the Employer shall supply transportation or the transportation expense referred to in 17:04.

16:04 **Subsistence**

For the purpose of this Agreement the Cities of Regina, Saskatoon and Prince Albert, including fifty (50) road kilometres from the respective City Halls, are designated as a board expense free area for all Employees covered by this Collective Agreement.

On projects within three hundred and fifty (350) road kilometres from the City Hall of Regina, Saskatoon or Prince Albert, each Employee shall be paid the subsistence allowance per day for each day worked.

On projects beyond three hundred and fifty (350) road kilometres from the City Hall of Regina, Saskatoon or Prince Albert, each Employee shall be paid the subsistence allowance per day seven (7) days per week.

In all instances the subsistence allowance will be paid for bad weather days and make-up days which occur within the work week.

Subsistence allowance will be paid for any recognized holiday which falls on a scheduled work day, other than a Monday or Friday (Monday or Thursday on a four day work week schedule), provided the employee reports for work on the work day immediately preceding and following the recognized holiday.

16:05 **Subsistence Allowance**

- (a) In all instances the subsistence allowance shall be \$85.00 per day effective August 19, 2007.
 - (b) An employee shall forfeit subsistence allowance for absenteeism or leaving work without written permission on any working day. When an employee is absent or leaves work without written permission on the working day immediately preceding or following bad weather days or recognized holidays, he shall forfeit subsistence allowance for such absenteeism and for the bad weather days or recognized holidays.
-

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

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

16:06

Camps

- a) Camps are not permitted within eighty (80) road kilometres of Regina, Saskatoon, or Prince Albert.
- b) In the event that a camp is being contemplated, CLR and the SPB & CTC will meet to discuss the necessity and feasibility of a camp.
- c) All camps shall be constructed and maintained in accordance with the camp standards of the Saskatchewan Provincial Building and Construction Trades Council. These standards are to be used as the minimum standards required for camps.

ARTICLE

17:00

**BUILDING TRADES PER CAPITA
DEDUCTION**

17:01

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

18:05 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 their 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 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.

**ARTICLE 19:00 ENABLING AGREEMENT TERMS
AND PROCEDURES**

19:01 The local Union may, in order to secure jobs for its members and contracts for Employers who are bound by this Agreement, but are bidding on contracts against contractors who are not parties to this Collective Agreement, amend or delete any of the terms and conditions in this Collective agreement subject to the terms of Appendix B.

ARTICLE 20:00 SAVINGS CLAUSE

20:01 If any provision of this Agreement is in conflict with the laws or regulations of Canada or Saskatchewan, such provision shall be superseded by such law or regulation. Unless prohibited from doing so by such law or regulations, or by a ruling of any Court or Board of competent jurisdiction which has declared any provision of this Agreement invalid or inoperable, CLR and the Union, within fifteen (15) days notice of either upon the other, shall 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 seven (7) days of commencement of negotiations, or such longer period as may be mutually agreed between the parties, the matter shall be resolved in accordance with Article 7:00.

ARTICLE 21:00 DURATION OF AGREEMENT


21:01 The Agreement shall be effective from August 19, 2007 and shall remain in full force and effect until midnight, October 31, 2007, 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 terminate the Agreement or to negotiate a revision thereof 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 of the conclusion of a new Agreement.

**Saskatchewan Provincial Cement Mason
Agreement - Restoration and Maintenance
2005 - 2007**

EACH OF THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AND CAUSED IT TO BE SIGNED BY ITS DULY AUTHORIZED REPRESENTATIVE(S) AS OF THIS 19th, DAY OF August, 2007.

SIGNED ON BEHALF OF:


**OPERATIVE PLASTERERS AND CEMENT MASONS
INTERNATIONAL ASSOCIATION OF THE UNITED
STATES AND CANADA LOCALS 222**



Richard Wassill
Business Manager


Ed Arko
President

SIGNED ON BEHALF OF:

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


Larry Hesje
Trade Division Chairperson


Sid Matthews
CLR President

APPENDIX A

Restoration and Maintenance Rates

1. **Union Recognition**

The Employer recognizes the Union as the sole collective bargaining agent for all Employees within the jurisdiction of the Operative Plasterers and Cement Masons International Association of the United States and Canada Locals 222.

2. **Classification and Wage Rates**

(A) **Restoration and Maintenance Rates - Cement Mason**

Aug 19, 2007

Journeyman Rate	\$18.83
Statutory Holiday Pay 4.5%	0.85
Vacation Pay 6%	1.18
GRSP Fund	3.25
Training & Industry Fund	0.25
Total Package	\$24.36

Foreman: Any personnel designated by the Employer as a Cement Mason Foreman, to supervise Cement Masons and/or other employees and placed in charge of work shall be paid \$2.50 per hour above the Journeyman rate.

During the temporary absence of a Foreman from a job site, a Lead hand may be placed in charge of the work and shall be paid \$1.50 per hour above the Journeyman rate.

3. **Payment and Advancement of Apprentices**

The Employer may hire Probationary Apprentices subject to the provisions of this Agreement, but in no case shall the ratio of Probationary Apprentices exceed one Probationary Apprentice for every one Apprentice. Probationary Apprentices shall be indentured within 30 days of completing 1000 hours of work in the trade. The minimum wage rate for Cement Mason/Plasterer Apprentices shall be the percentage of Journeyman's wage as stated below:

Probationary Apprentices:

0000 - 1000 hours 50%

Indentured Apprentices:

0000 - 1200 hours 70%
1200 - 2400 hours 80%
2400 - 3600 hours 90%

4. Group Registered Savings Plan (GRSP) Trust Fund

- (a) Each Employer subject to this Agreement shall contribute three dollars and twenty-five cents (\$3.25) per hour for all hours worked by each Employee covered by this Agreement. Contributions to the GRSP Fund on behalf of an Indentured Apprentice shall be calculated on the basis of 18% of the Apprentice's gross wage rate (Basic wage rate + 4.5% Statutory Holiday Pay + 6% Vacation Pay) but in any case shall not exceed the contribution amounts above. There is no GRSP contribution on behalf of Probationary Apprentices.
- (b) By definition Group Retirement Savings Plan contributions are considered as a Taxable Benefit according to Revenue Canada Income Tax Act. The Act provides for the Employee to request the Employer not to withhold Income Tax from these contributions. Therefore, the Union requests the Employer not to deduct Income Tax from these contributions. By definition of Taxable Benefits, CPP & UIC premiums are to be deducted as per payroll deduction tables and submitted to the Receiver General of Canada along with other deductions. These deductions will come from the Employer and Employee respectively and will not form part of the wage package.
- (c) This Plan is known as the OP & CMIA Local 222 Group RRSP. The Plan's bank account is at the Royal Bank:

Operative Plasterers' and Cement Masons' International
Association of the United States and Canada, Local 222
Group Financial Services
Royal Bank Financial Group
2201 - 11th Avenue, 9th Floor
Regina, SK
S4P 0J3

The bank accounts' transit and account numbers are 07378-003-1019512. Contributions may be sent directly to the bank or to the Union. But in either case, the contribution must be accompanied by a statement listing each Employee's name, social insurance number, hours worked and the amount contributed on the Employee's behalf. The Employer's contribution statement must be copied to the Union each month with the Union Dues and Training Funds. OP & CMIA Local 222, Room 214, 10319 - 106th Avenue, Edmonton, AB, T5H 0P4.

5. Training Trust Fund

The Employer agrees to contribute to said Fund at the rate of twenty-five cents (\$0.25) per hour for each hour of work performed by each of its Employees covered by this Agreement. Such contributions shall be remitted to Cement Mason/Plasterer Training Trust, Room 214, 10319 - 106th Avenue, Edmonton, AB, T5H 0P4, by the 15th of the month following the month of which such contributions are payable.

APPENDIX "B"

Enabling Procedures

1. The term "enabled project" means a project or job covered by the Enabling Clause Information Sheet forming part of this Appendix.
 2. An Employer wishing to obtain agreement for an enabled project shall complete the Enabling Clause Information Sheet and forward it to the Local Union.
 3. In the event that the Local Union is prepared to amend or delete any of the terms or conditions in this Collective Agreement it shall, under the signature of the Local Union Business Representative or his designate, complete the Enabling Clause Information Sheet by certifying those terms or conditions which are to be amended or deleted and, in the case of an amendment, particulars of the amendment.
 4. The Local Union shall, at the time when the Enabling Clause Information Sheet is signed by the Local Union and is returned to the Employer, advise CLR Construction Labour Relations Association of Saskatchewan Inc. that it has agreed to an enabled project. The Local Union agrees, subject to the terms of this Appendix, to offer the same terms and conditions to other Employers bidding on the enabled project.
 5. The Employer shall, upon receipt of the Enabling Clause Information Sheet signed by the Local Union, be entitled to bid on the enabled project using the terms contained in the Enabling Clause Information Sheet. Except as specifically modified in the Enabling Clause Information Sheet, the Employer shall be governed by the terms and conditions of this Collective Agreement.
 6. The parties specifically acknowledge and agree that the issuance of an Enabling Clause Information Sheet shall be at the sole discretion of the Local Union. The parties further acknowledge and agree as follows:
 - (a) the terms and conditions granted in respect to an enabled project apply only to Employers, whether contractors, subcontractors or otherwise, who are parties to this Collective Agreement.
-

**Saskatchewan Provincial Cement Mason
Agreement - Restoration and Maintenance
Appendix D**

- (b) where an Employer subcontracts work to a party who is not a party to this Collective Agreement, the Enabling Clause Information Sheet signed by the Local Union shall be of no effect and the Employer shall not be entitled to rely upon any of the terms and conditions set out in the Enabling Clause Information Sheet but shall be subject to the terms and conditions of this Collective Agreement.
 - (c) where an Employer is, in the opinion of the Local Union, in any way, associated or affiliated with, or the directors, officers or employees of an Employer carry on the same or a similar business through, an entity that is not a party to this Collective Agreement (such an entity being hereafter referred to as a "related organization"), that Employer shall not be eligible to obtain or rely upon an Enabling Clause Information Sheet under this Appendix nor shall such Employer be entitled to any information on the terms of an Enabling Clause Information Sheet issued to any other Employer under this Appendix unless the Employer provides assurances, satisfactory to the Local Union, that the enabled project will only be bid by it and not by any related organization.
7. The terms of an Enabling Clause Information Sheet shall continue for the duration of the enabled project notwithstanding that this Collective Agreement may expire prior to the completion of the project.
8. The exercise by the Local Union of any discretion under this Appendix shall not be subject to any grievance or arbitration procedure.
-

PRE-ENABLING CLAUSE INFORMATION SHEET

DATE: _____

TO: <u>OPCMIA Local 222</u> _____ _____	Telephone: _____ Facsimile: _____
FROM: _____ _____	Telephone: _____ Facsimile: _____

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

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

KNOWN BIDDERS:	
UNION	NON-UNION

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

ITEM	DESCRIPTION

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

 Business Representative, Local Union

 Contractor Representative

APPENDIX D

List of Arbitrators



APPENDIX C

EMPLOYEE SIGN-ON FORM

Name: _____
(First Name) (Initial) (Last Name)

Street Address: _____

Apt. No.: _____ P.O. Box: _____

City/Town: _____ Province: _____

Postal Code: _____

Home Phone: () _____ Other Phone: () _____

S.I.N.: _____ Hospitalization No. _____

Net Tax Claim Code: _____

Trade: _____ Classification: _____

EMERGENCY CONTACT INFORMATION:

Name: _____

Address: _____

Home Phone: () _____ Other Phone: () _____

Employee Signature _____

Date _____

APPENDIX "E"
LEAVE OF ABSENCE REQUEST

CONTRACTOR: _____ PROJECT: _____

NAME: _____ DATE: _____

CRAFT & BADGE NUMBER: _____ TOTAL # OF HOURS REQUESTED: _____

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

DATE: _____ TIME OF ABSENCE: _____

IF MORE THAN 8 HOURS:

LAST DAY TO BE WORKED BEFORE TIME OFF: _____

FIRST DAY TO BE WORKED AFTER TIME OFF: _____

REASON FOR LEAVE OF ABSENCE: _____

APPROVED: YES _____ No _____

REASON FOR NON-APPROVAL: _____

EMPLOYEE SIGNATURE _____

FOREMAN SIGNATURE _____

SUPERVISOR SIGNATURE _____

NOTE:

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