

# **PROVINCIAL CEMENT MASON/ PLASTERER AGREEMENT**

**(For Industrial 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")

**Effective August 14, 2005**  
**Expires April 30, 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.
- INDUSTRIAL  
CONSTRUCTION** - Industrial construction shall mean new  
construction work in respect of:
- Electrical Power Generation
  - Water Control Structures and Dams
  - The development of Mining and Smelting  
Properties
  - Oil Refineries, Upgraders and all forms of  
hydro carbon production, extraction or  
processing
  - The development of Chemical Plants from any  
and all forms of feed stocks or other sources
  - Pulp, Paper or Timber/Wood processing mills  
or sawmills
  - Toxic Waste Disposal Systems
  - Production and Processing Plants for Natural  
Gas, LPG, Oxygen, Carbon Dioxide, or any  
other manufactured gases
  - Base/Precious/Other Metal Production Plants  
or Upgrades of any and all kinds
  - Pumping stations and compressor stations  
(excluding Municipal Sewage and Water  
Treatment Plants)
  - Cement, Lime and Gypsum Plants
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- In addition, industrial work shall include such work as may reasonably be considered as industrial construction as is mutually agreed by CLR and the Union.
  
  - KM** - means kilometre by road (not radius).
  
  - LOCAL RESIDENT** - a local resident is a person who has resided within one hundred (100) kilometres of a project, but outside the cities of Regina and Saskatoon, for at least six (6) months immediately preceding the date of hire.
  
  - LOCAL UNION or UNION** - means the Operative Plasterers and Cement Masons International Association of the United States and Canada Local 222 (OPCMIA 222).
  
  - QUALIFIED** - shall mean to also include certification in the CODC Interactive “Rights & Responsibilities” course and the Vicom Safe-T-Disc CSTS course or equivalent.
  
  - RESIDENCE** - is the place where an Employee permanently maintains a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which he resides.  
  
Original Documents (not photocopies) are required for proof of residence. These will be verified by the employer, copied and returned. Two (2) of the following are acceptable:
    - Income Tax Assessment
    - Property Tax Assessment
    - Unemployment Insurance
    - Utilities Receipt
-

**ARTICLE 1:00 PURPOSE AND SCOPE**

**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** This Agreement includes provisions to pay reasonable expenses on behalf of the Employees. The payment of reasonable expenses is not intended to provide supplementary income. The Employer may require each Employee who receives an expense reimbursement or allowance to sign a Canada Customs and Revenue Agency TD4 (1998) Declaration of Exemption form, or its equivalent, declaring that they qualify for and have incurred expenses in the amount of the reimbursement or allowance.

**1:03 Scope**

The terms of this Agreement and no other Agreement shall apply to all Industrial construction work performed by plasterers, cement masons and their apprentices within the Province of Saskatchewan.

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.

**ARTICLE 2:00 SPECIAL PROJECTS**

**2:01** The terms and conditions of this Agreement apply to all appendices, except as otherwise amended by an appendix.

**2:02 Special Projects**

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

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2:03 **Savings Clause**

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 9:00.

**ARTICLE 3:00 UNION RECOGNITION AND  
SUB-CONTRACTING**

3:01 The employer recognizes OPCMIA Local 222 as the exclusive bargaining agent for plasterers and cement masons in the Province of Saskatchewan.

3:02 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 4:00 UNION SECURITY, HIRING,  
JOB ACCESS, STEWARDS**

4:01 **Union Security**

Every Employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new Employee whose employment commences 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.

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- 4:02 The Employer agrees to deduct and remit Union dues and other deductions in accordance with the following:
- (a) Upon receipt of authorization from the Employee, the Employer shall deduct from all Employees coming within the scope of this Agreement, from the first pay period of each month, monthly Union dues, initiation fees or other assessments in the amount prescribed by the Local Union.
  - (b) From each pay period, Union Field Dues in the amount calculated and/or prescribed by the Local Union.
- 4:03 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 - 106<sup>th</sup> Avenue, Edmonton, AB, T5H 0P4.**
- 4:04 **Hiring**
- The Employer shall have the right to name hire all employees including Foremen and Supervisors, provided they are members of OPCMIA Local 222.
- 4:05 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.
  - (d) Other qualified Union Members of Local 222.
- 4:06 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.
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4:07           **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.

4:08           **Stewards**

There shall be no non-working steward(s). The Union shall notify the Employer in writing of the name(s) of its steward(s). The steward will be allowed reasonable time to perform his duties. The steward(s) shall be one (1) of the last two (2) employees to be laid off, provided there is work available for which he is qualified, otherwise the Union will be notified in writing in a timely fashion in order to appoint a successor(s). The steward(s) shall not be discriminated against and shall receive his fair share of overtime work for which he is qualified.

Job Stewards shall be in attendance when an Employee is terminated or when any disciplinary action takes place.

Job Stewards shall be given a list of laid off employees and a copy of an Employee's dispatch slip where practicable.

**ARTICLE           5:00                           TERMINATION OF EMPLOYMENT**

5:01           When an Employee voluntarily terminates his employment, the Employer will mail (by Registered Mail) or send by courier service his wages to his last known address without undue delay but no later than the next regular pay day.

5:02           An Employee who is laid off will be paid all his monies due no later than the next regular pay day.

5:03           An Employee who is discharged for cause will be paid all his monies due no later than the next regular pay day.

5:04           **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.

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In all cases, the Employee's final pay will be accompanied by a copy of the Employee's Record of Employment. In addition, the Employer shall send, by mail or fax, a copy of the record of Employment to the Union.

- 5:05 Where the Employer is supplying accommodation and board or subsistence allowance, it shall be continued until the foregoing terms of this section are fulfilled.
- 5:06 Should the Employer fail to comply with the provisions set forth in Articles 5:01, 5:02, and 5:03, the matter may be sent to Arbitration starting with Article 9:00 Step (X). In this case, the Arbitrator may choose to award the grievor(s) a minimum of eight (8) hours pay at straight time rate for each day he is kept waiting.
- 5:07 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 6:00 MANAGEMENT RIGHTS**

- 6:01 The Union agrees that it is the exclusive jurisdiction of the Employer to exercise the usual functions of management, including but not so as to restrict the generality of the foregoing, the right:
- (a) to conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of jobs and work, to classify and judge the suitability of Employees for various types of work and to maintain order, discipline and efficiency;
  - (b) to select hire, discharge, transfer, promote, layoff, or otherwise discipline Employees, provided that a claim by an Employee that has been discharged without reasonable cause shall be subject to the provisions of the Grievance Procedure;
  - (c) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the Employees, violations of which will be cause for discipline and may include discharge.
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**ARTICLE 7:00 JOINT LABOUR MANAGEMENT COMMITTEE**

7:01 The employer and union will name representatives to a joint Labour Management Committee that will promote issues of mutual concern and resolve problems.

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

8:01 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.

**ARTICLE 9:00 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.

Jurisdictional disputes shall not be settled by this grievance procedure but rather as provided for in Article 10:00.

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.

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- 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 02 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.

**ARTICLE 10:00 JURISDICTIONAL DISPUTES  
RESOLUTION**

**10:01 Jurisdictional Assignment Plan**

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.

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

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

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

Before the close of the meeting, the Employer will read over the items in dispute. The Employer will then request that documentary evidence supporting the disputing Union's claims be forwarded to him within a period of seven (7) calendar days. The Employer will make and circulate to the disputing trades final assignments, based on the evidence provided within a further three (3) calendar days or as may otherwise be agreed at the mark-up. All such assignments shall be made in accordance with the procedural rules of the National Joint Board.

The Employer(s) recognizes the jurisdictional claims of the Union(s) as set forth in the Charter Grants issued by the AFL-CIO subject to Trade Agreements and final decisions of the AFL-CIO as well as the decisions rendered by the Canadian Jurisdictional Disputes Plan.

It is incumbent on all Employers to assign work in accordance with the Employers' responsibility set forth in the procedural rules and regulations of the Canadian Jurisdictional Disputes Plan.

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In the event a jurisdictional dispute arises, the representative(s) of the Union(s) shall first seek resolution of the dispute at the project level. In the event no resolution is found at the project level, the respective International Union(s) shall follow the procedures of the Canadian Jurisdictional Disputes Plan, or its successor.

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

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

12:01 The regular work week shall be forty (40) hours per week.

The following sections in this Article are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

On projects where circumstances make it necessary, the regular hours of work for a day shift or single shift shall be performed during any time of the day or night that may constitute a regular shift on that project.

One (1) hour in each work day shall be allowed as a meal hour but the time allowed for the said meal hour may be reduced on any job by agreement between the Employees on the job and the Employer.

Employees shall be ready for work at starting time and shall remain at work until quitting time. Employees are to commence and complete their shift at the lunchroom.

The foregoing starting and quitting times and/or work week schedule may be changed to suit job requirements or conditions by mutual Agreement between the Employer and the Local Union representative or senior on site Union member when the Local Union representative cannot be reached by telephone to make a timely decision. In the event the foregoing starting or quitting times are changed without mutual Agreement, applicable overtime rates shall be paid for any time worked before or after the above hours as a result of the change of times.

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

The standard work week for day shift or single shift will be forty (40) hours per week consisting of five (4) shifts of eight (8) hours Monday to Friday inclusive.

The regular hours of work shall be classed as straight time and shall normally be performed between 7:00 a.m. and 5:00 p.m.

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

- i) Upon the request of either party, the decision to change the work week to a four day work week schedule may be considered.
- ii) Prior to implementation mutual agreement in writing between the Local Union and the Employer must be obtained setting out that the hours of work per week and per day is to be altered to ten (10) hours per day Monday to Thursday. After having obtained mutual agreement in writing, notice of change to the established work week shall be given to each Employee by the Employer no later than quitting time on the last regular work day of the preceding week and the change shall take place at starting time on Monday of the following week.

**Overtime**

12:02 The Employer may require Employees to work overtime in excess of their regularly assigned hours.

If any Employees are recalled to a job without having had eight (8) hours rest, they shall be paid at overtime rates of pay until such time as they have had the said eight (8) hours rest.

**Lunch Breaks During Overtime Hours**

When an Employee works more that two (2) hours of unscheduled overtime, 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 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.

12:03 **Five Day Work Week Schedule**

- (a) When working under the five (5) day work week schedule, Employees shall receive one and one-half (1.5x) times their regular rate of pay for the first two (2) hours of overtime Monday through Friday. All other overtime Monday through Friday shall be paid at double time (2x).
  - (b) When working under the five (5) day work week schedule, Saturday may be used as a make-up day when weather or other conditions beyond the Employers' control, which halt work, have caused lost time during the regular work week. A make-up day will only be worked during the same week that the time is lost. Work performed on a make-up day shall be paid at the regular straight time rate for the first eight (8) hours, at one and one half (1.5x) times their regular rate for the first two hours of overtime, after which double time (2x) shall apply. In no case shall the time scheduled on a make-up day be less than eight (8) hours. Time worked on make-up days shall be on a voluntary basis and each Employee has the right to refuse such work.
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12:04      **Four Day Work Week Schedule**

- (a)      When working under the four (4) day work week schedule, Employees shall be paid at double time (2x) the regular hourly rate for all hours worked in excess of the regular ten (10) hours per day Monday through Thursday.
  
- (b)      Hours worked on Fridays (other than as a make-up day) shall be paid at one and one-half (1.5x) times the Employees' regular rate of pay for the first eight (8) hours. All other hours worked on Fridays shall be paid at double time (2x). Time worked on Fridays shall be on a voluntary basis and each Employee has the right to refuse such work. The Employer must advise each Employee in advance the minimum number of hours to be worked or paid for on Fridays.
  
- (c)      When working under the four (4) day work week schedule, Friday may be used as a make-up day when weather conditions have caused lost time during the regular work week. A make-up day will only be worked during the same week that the time is lost. Work performed on a make-up day shall be paid at the regular straight time rate for the first ten (10) hours to a maximum of forty (40) hours per week after which the double time (2x) rates shall apply. In no case shall the time scheduled on a make-up day be less than eight (8) hours. Time worked on make-up days shall be on a voluntary basis and each Employee has the right to refuse such work.

12:05      **Saturdays, Sundays and Holidays**

All hours worked during the construction phase of projects on Saturdays, Sundays and recognized holidays shall be paid at double time (2x), except when Saturday is worked as a make-up day in accordance with 12:03(b) above.

12:06      **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.

When an Employee has been notified prior to leaving his place of residence not to report for work, the two (2) hours reporting time shall not apply, but shall receive subsistence allowance where applicable.

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12:07      **Call Outs**

Employees who have performed a regular shift and who respond to a request to return to work additional time shall be compensated as follows:

- (a) Employees shall receive a minimum of two (2) hours pay at the applicable overtime rate or for actual hours worked whichever is greater.

12:08      **Shifts**

- (a) When the starting time for a shift is altered as per 12:01 to 2pm or later, the Employer shall pay a shift premium of two dollars (\$2.00) per hour worked
- (b) No Employee shall work more than one straight time shift in each consecutive twenty-four hour period. An Employee shall continue to receive the overtime rate after each shift until a break of eight (8) consecutive hours occurs.
- (c) Employees assigned from one shift to another shall receive at least twenty-four (24) hours notice prior to each reassignment. In no case shall an Employee suffer loss of regular weekly earnings due to shift change.

12:09      **Rest Breaks**

All Employees covered by this Agreement shall be permitted rest breaks at work stations during working hours as follows:

- (a) Ten minutes in first half shift.
- (b) Ten minutes in second half shift.
- (c) Ten minutes at the commencement of overtime provided that the overtime work is expected to extend beyond one (1) hours duration.
- (d) Ten minutes between meals there after.

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

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

13:01 **Recognized Holidays**

(a) The recognized holidays shall be as follows:

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

Heritage day or any other holiday once legislated and proclaimed in the Province of Saskatchewan or the Federal Government or any other holiday that may be proclaimed during the life of this Agreement.

(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 percent (4%) of straight time earnings, and shall be paid every two (2) weeks.

13:02 **Vacation**

Vacation pay shall accrue at six percent (6%) of gross earnings and shall be paid every two (2) weeks.

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

14:01 **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.

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14:02      **Payment Of Wages**

Wages shall be paid every two (2) weeks in cash or by cheque which will be negotiable without charge. A statement of earnings and deductions shall be provided with each cheque. The Employer and the Union may agree to implement an electronic direct deposit system of payment of wages. In that instance the Employee's pay will be made by electronic direct deposit into the Employee's bank account of choice, at no cost to the Employee, and a printed confirmation of earnings and deductions shall be mailed to the employee's address on record.

14:03      **Fringe Benefits**

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

14:04      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.

14:05      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.

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14:06

**Health & Welfare Plan**

- (a) The Employer acknowledges the OPCMIA. Health & Welfare Plan of Alberta as established by Trust Agreement dated the 5<sup>th</sup> of April A.D. 1966 between the Edmonton General Contractors Association and the Operative Plasterers' and Cement Masons' International Association, Local 924, Edmonton, which agreement was amended the 30<sup>th</sup> day of April A.D. 1969 and became the Trust Agreement between the Edmonton General Contractors Association and the Calgary General Contractors Association and Independent Contractors of the first part, and the Operative Plasterers' and Cement Masons' International Association, Local 924, Edmonton, Alberta and the Operative Plasterers' and Cement Masons' International Association, Local 139, Calgary, Alberta of the second part together with all amendments thereto and agrees to be bound by the terms of that agreement, as amended from time to time by the decisions of the Trustees appointed from time to time thereunder.
- (b) Upon the wages of an employee becoming due, the said contributions shall be calculated by the Employer and the gross contributions of the Employer for all hours worked by all employees under the terms of this Agreement in a month, up to and including the last pay period of the said month shall be forwarded by the Employer to the OPCMIA. Health & Welfare Plan of Alberta not later than the fifteenth (15<sup>th</sup>) day of the month following, at such address as is determined by the Trustees from time to time.
- (c) It is understood that the contributions negotiated under this clause are for the benefit of the members of the Plan as recognized by the Trustees for the said fund, who shall have full discretion to make from time to time reasonable rules in this respect.
- (d) Neither party shall be liable nor responsible for any debts or liabilities or other obligations of the Fund, other than provided for in this Agreement. Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Fund, the Employer's liability to the said Fund shall be limited to remittance of the above noted contributions in the manners and at the times set out herein.

14:07

**Pension Trust Fund**

The Employer acknowledges the OPCMIA Pension Plan of Alberta as established by Trust Agreement dated the 20<sup>th</sup> of December A.D. 1977.

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14:08      **Training Trust Fund**

The Employer and Union acknowledge the Apprenticeship and Training Fund for the benefit of members of the Union, and others, which Fund is called "Cement Mason/Plasterer Training Trust Fund".

**ARTICLE      15:00      APPRENTICES**

15:01      Rate increases shall only be awarded upon the successful completion of each level of Apprenticeship Training as recognized by the Apprenticeship and Trade Certification Branch, and after the Apprentice has worked the required number of hours. In the event that the Branch is unable to evaluate and promote deserving Apprentices in a timely way upon request, the Saskatchewan Cement Mason/Plasterer Joint Training Committee shall make recommendations to the Employer concerning the advancement of Apprentices using the same criteria as would the Branch.

15:02      The Employer recognizes the Saskatchewan Cement Mason/Plaster 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.

15:03      Preference of employment shall be granted to all indentured Apprentices in order to provide a reasonable opportunity for those indentured to complete their apprenticeship.

15:04      All Indentured Apprentices and Probationary Apprentices shall work under supervision of a Journeyman of their trade.

15:05      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.

15:06      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.

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**ARTICLE            16:00            GENERAL WORKING CONDITIONS**

- 16:01            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.
- 16:02            Individual, separate, safe, and locked storage shall be provided for cement masons'/plasterers' tools and work clothing.
- 16:03            Fresh drinking water in closed containers and individual paper cups shall be provided daily on all jobs.
- 16:04            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.
- 16:05            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.
- 16:06            All Cement Mason/Plasters and Apprentices shall bring to work everyday appropriate hand tools of the trade and be responsible for their safe keeping.
- 16:07            Where site development permits, the Employer shall provide the Cement Masons/Plasterers with adequate car parking facilities including plug ins in cold weather.
- 16:08            The Union will be supplied with a photocopy of the Employee's Record of Employment, forthwith upon termination of employment.

**ARTICLE            17:00            TOOLS AND EQUIPMENT**

- 17:01            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.
- 17:02            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.
-



17:03 The Cement Mason agrees to supply as a minimum the following list of tools:

- Brush
- Chisel
- Edger
- Floats, Hand (wood, metal and rubber)
- Hammer, Chipping
- Hammer, 3 lb
- Jointer
- Tape Measure, 25' x1 "
- Trowels, 12" and 14 "
- Trowel, Pointing
- Appropriate Tool Box

17:04 The Plasterer agrees to supply as a minimum the following list of tools:

- Brush, Wash
- Cutters, End and Side
- Float
- Hammer
- Hawk
- Tape Measure, 25' x1 "
- Tool Belt
- Trowels, (2)
- Trowel, Margin
- Appropriate Tool Box

17:05 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 Mason/Plasterers 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.

17:06 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 Employee to deny work to any Employee without compensation until the Employee shows up at work with the appropriate tools.

17:07 Probationary Apprentices are encouraged, but not required, to carry a tool box to work.

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**ARTICLE            18:00                            SAFETY AND PRODUCTIVITY**

18:01                    **Safety**

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

18:02                    **Safety Orientation**

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

All workers being dispatched to the Employer must have obtained certification in Part 1 and Part 2.

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

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.

18:03                    Smoking is prohibited on all job sites except in locations specifically permitted by the project owner or the Employer and only within the lunch period and two (2) ten (10) minute rest breaks.

18:04                    The parties to this Agreement recognize the mutual value of improving, by all proper and reasonable means, the safety of the individual worker and shall participate in and promote such safety programs including W.H.M.I.S. Documentation of any previous training shall be provided by the Employee upon request by the Employer.

18:05                    It is understood and agreed that the Employers and employees shall at all time comply with the Accident Prevention Regulations and pursuant to the current 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.

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18:06 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.

18:07 **Alcohol and Drug Abuse Program**

At such time as CODC Construction Opportunities Development Council Inc. adopts an industry drug and alcohol policy, procedures and family assistance program, such program shall be a best practice forming part of this Agreement.

18:08 **Code of Excellence**

At such time as CODC Construction Opportunities Development Council Inc. adopts an industry code of excellence such program shall be a best practice forming part of this Agreement.

18:09 **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.

18:10 It is agreed that productivity and quality of work is one of the objectives of the Parties of this Agreement.

**ARTICLE 19:00 TRANSPORTATION EXPENSES**

19:01 **Local Residents**

- (a) Local residents shall not be entitled to initial, terminal or rotational transportation.
- (b) Local residents living beyond thirty (30) kilometres of the project shall be paid forty-eight cents (\$0.48) per road kilometre effective July 14, 2002 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.

19:02 **Free Zone**

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

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19:03      **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 cents (\$0.48) per road kilometre effective July 14, 2002. 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.

19:04      **Daily Transportation with Board and Room or Subsistence**

On projects where board and room or subsistence allowance applies and the temporary domicile is beyond thirty (30) road kilometres Free zone around the project, the Employer shall provide transportation or each Employee shall be paid forty-eight cents (\$0.48) per road kilometre effective July 14, 2002 when supplying his/her own transportation, from the temporary domicile to the boundary of the project thirty (30) road kilometre Free Zone and return daily.

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

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

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

19:05      **Initial and Terminal Transportation**

On projects where accommodation is supplied or paid for, each Employee shall be paid a transportation expense of forty-eight cents (\$0.48) per road kilometre effective July 14, 2002 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 thirty (30) road kilometre Free Zone does not apply to initial and terminal transportation.

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19:06 **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 cents (\$0.48) per road kilometre effective July 14, 2002 every forty five (45) calendar days, including the first forty five (45) calendar days. The thirty (30) road kilometre Free zone does not apply to rotational travel.

**ARTICLE 20:00 CAMPS/COMMERCIAL  
ACCOMMODATION/SUBSISTENCE**

20:01 **Local Residents**

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

20:02 **Camps/Commercial Accommodation/Subsistence**

On out of town projects where the Employer determines that Employees do not commute daily from the cities of Regina or Saskatoon, the Employer shall provide:

- (a) A camp; or
- (b) Suitable commercial accommodation and board in a hotel or motel at no cost to the Employee; or
- (c) Subsistence allowance.

20:03 **Camps**

- (a) Camps are not permitted within eighty (80) road kilometres of Regina or Saskatoon.
  - (b) In the event a camp is being contemplated, CLR and the SPB and CTC will meet to discuss the feasibility of a camp. Prior to a camp being built, it must be approved by the CLR and the SPB & CTC.
  - (c) All camps shall be constructed and maintained in accordance with the camp standards of the Saskatchewan Provincial Building and Construction Trades Council. These standards are to be used as the minimum standards required for camps.
  - (d) Where a camp kitchen is established, a local resident Employee shall be entitled to a noon meal at no cost.
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20:04      **Subsistence**

The purpose of this Article is to pay reasonable expenses on behalf of the Employee. It is not intended to be a source of supplementary income. The Employer may require each Employee who receives a transportation allowance to sign a Canada Customs and Revenue Agency TD4 (1998) Declaration of Exemption Form, or its equivalent, declaring that they qualify for and have incurred expenses for transportation in the amount of the allowance.

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

Notwithstanding the above, persons working the four ten (10) hour day work week and who work the four days shall be paid five (5) days subsistence allowance.

- (b)      Subsistence allowance will be paid for those scheduled work days that are not worked due to bad weather and for recognized holidays which fall between the first and last day of an Employee's regularly scheduled work week.

20:05      **Subsistence Allowance**

- (a)      In all instances the subsistence allowance shall be \$100.00 per calendar day worked.
- (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.

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

21:01 The Employer agrees to deduct from each Employee covered by the terms of this Agreement, five cents (\$0.05) per hour for each hour worked by the Employee. Such deduction(s) to be remitted not later than the fifteenth (15th) day of the following month and made payable to the local Union. The Local Union shall forward said monies to the Saskatchewan Provincial Building and Construction Trades Council (SPB & CTC) at 2301 G - 7<sup>th</sup> Avenue, Regina, Saskatchewan, S4R 1C6. The Local Union is to receive a list showing the amounts and list of names from whom such deductions were made.

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

22:01 Contract Administration and Industry Development Fees have been committed to develop and maintain Collective Bargaining Agreements and to create, support and promote programs to continually enhance the unionized construction product.

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

22:02 Each Employer subject to this Agreement shall contribute the following for all hours worked by each Employee:

(a)	SPB & CTC	\$0.05/hour	(GST N/A)
	CODC fund	\$0.03/hour	(Plus GST)
(b)	CLR	\$0.10/hour	(Plus GST)
(c)	CODC fund	<u>\$0.03/hour</u>	(Plus GST)

**Total \$0.21/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.

22:03 Each Employer shall remit the total contributions in this Article no later than the fifteenth (15th) day of the month following, together with the Report Form provided for this purpose to CODC Construction Opportunities Development Council Inc., P.O. Box 4019, Regina, SK, S4P 3R9.

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22:04 The Union shall provide a summary of the total hours worked by Employees for each Employer on a monthly basis and shall submit the list to CODC by the fifteenth (15th) of the month following.

22:05 In the event of a failure on the part of any Employer to contribute the funds as required in this Article, the SPB & CTC, the Union or CLR may collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision in their Collective agreement, by either the SPB & CTC, the Union or CLR in its own name against the subject Employer. Such a grievance may be referred by the SPB & CTC, the Union or CLR to arbitration without being processed through any intervening steps other than written notice of the grievance for the purposes of appointment of the arbitrator shall be the SPB & CTC, the Union or CLR and the subject Employer. The unsuccessful party shall pay the costs of the arbitrator. The SPB & CTC, the Union or CLR may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

**ARTICLE 23:00 ENABLING AGREEMENT TERMS  
AND PROCEDURES**

23:01 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 24:00 DURATION OF AGREEMENT**

24:01 The Agreement shall be effective from August 14, 2005 and shall remain in full force and effect until midnight, April 30<sup>th</sup>, 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.

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**Saskatchewan Provincial Cement Mason/  
Plasterer Agreement - Industrial  
2004 - 2007**

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EACH OF THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AND CAUSED IT TO BE SIGNED BY ITS DULY AUTHORIZED REPRESENTATIVE(S) AS OF THIS 14<sup>th</sup>, DAY OF AUGUST, 2005.

SIGNED ON BEHALF OF:

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

  
Richard Wassill  
Business Manager


  
Ed Arko  
President

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SIGNED ON BEHALF OF:

CLR CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF SASKATCHEWAN INC.

  
Larry Hesje  
Trade Division Chairperson

  
Sid Matthews  
CLR Presidednt

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## APPENDIX "A"

### Industrial 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 Local 222.

2. **Classification and Wage Rates**

	Aug 14, 2005	April 30, 2006
Journeyman	26.75	27.52
Statutory Holiday 4%	1.07	1.10
Vacation Pay 6%	1.67	1.72
Health & Welfare	0.90	0.90
Pension Trust Fund	3.25	3.25
Training Trust Fund	0.25	0.25
<b>Total Package</b>	<b><u>\$33.89</u></b>	<b><u>\$34.74</u></b>

Foreman: \$2.50 per hour above the Journeyman rate.

3. **Payment and Advancement of Apprentices**

Pay increments for apprentices will be made on the basis of a combination of hours worked and successful schooling such that the attained schooling level is no greater than one (1) year behind the scheduled hours for the increment. As an example, before an apprentice receives the 90% pay he must have completed all of the 1<sup>st</sup> level of schooling.

An apprentice who does not attend schooling when scheduled through no fault of his own may apply to the Joint Labour Management Committee for consideration of an adjusted pay rate.

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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. Health & Welfare Trust Fund**

The Employer agrees to contribute to said Fund at the rate of ninety cents (\$0.90) per hour for each hour of work performed by each of its Employees covered by this Agreement. Such contributions shall be made payable and remitted to the OPCMIA Health & Welfare Plan of Alberta, Room 214, 10319 - 106<sup>th</sup> Avenue, Edmonton, AB, T5H 0P4, by the 15<sup>th</sup> of the month following the month of which such contributions are payable.

**5. Pension Trust Fund**

(a) The Employer acknowledges the OPCMIA Pension Plan of Alberta as established by Trust Agreement dated the 20<sup>th</sup> of December A.D. 1977.

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 OPCMIA Pension Plan of Alberta on behalf of an Indentured Apprentice shall be calculated on the basis of the same percentage of the Journeyman rate as in 3. above. Such contributions shall be payable and remitted to the OPCMIA Pension Plan of Alberta, Room 214, 10319 - 106<sup>th</sup> Avenue, Edmonton, AB, T5H 0P4, by the 15<sup>th</sup> of the month following the month of which such contributions are payable.

There is no Pension Trust Fund contribution on behalf of a Probationary Apprentice.

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**6. 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 - 106<sup>th</sup> Avenue, Edmonton, AB, T5H 0P4, by the 15th of the month following the month of which such contributions are payable.

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## **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/  
Plasterer Agreement - Industrial  
Appendix "B"  
2004 - 2007**

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- (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:	OPCMIA Local 222	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 Mason/Plasterer 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 "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 "D"

## EMPLOYEE TERMINATION RECORD

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

***Reason for Termination***

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

**APPENDIX "E"**  
**LEAVE OF ABSENCE REQUEST**

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

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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.

# **LETTER OF UNDERSTANDING**

**FOR INDUSTRIAL CONSTRUCTION IN THE  
PROVINCE OF SASKATCHEWAN**

**BETWEEN:**

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

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

**- AND -**

**THE OPERATIVE PLASTERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION  
OF THE UNITED STATES AND CANADA LOCAL 222;**

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

**RE: MARKET RETENTION AND EXPANSION**

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WHEREAS the Parties to the Provincial Cement Masons' Agreement (for Industrial Construction) in the Province of Saskatchewan (the "Agreement") fully support actions to retain and expand the market share of the Cement Masons' Union, and

WHEREAS the Parties recognize the value of working together towards achieving positive results regarding market share, and

WHEREAS it is recognized that in certain circumstances the Agreement may require amending in order to achieve positive results,

THEREFORE IT IS AGREED that in those certain circumstances the Agreement will be amended, taking into consideration items such as, but not limited to the work week, overtime, and daily travel.


This Letter of Understanding shall be in full force and effect from the same date of signing and for the same duration as stated in Article 24:00 of the Agreement.

Signed this 14<sup>th</sup> day of August, 2005.

**SIGNED ON BEHALF OF:**

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

  
Richard Wassill, President

  
Ed Arko, President

**SIGNED ON BEHALF OF:**

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

  
Larry Hesje, Trade Division Chairperson

  
Sid Matthews, CLR President