

PROVINCIAL LABOURERS AGREEMENT

**(For Commercial/Institutional Construction
in the Province of Saskatchewan)**

This Agreement, entered into by and between:

**EACH OF THE UNIONIZED EMPLOYERS IN THE LABOURER 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 -

**THE CONSTRUCTION AND GENERAL WORKERS' LOCAL UNION, #180,
REGINA, SASKATCHEWAN, AND LOCAL #890, SASKATOON,
SASKATCHEWAN;**

(Hereinafter referred to as the "UNION")

COMMERCIAL / INSTITUTIONAL

Expires April 30, 2005

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.
- COMMERCIAL/INSTITUTIONAL
CONSTRUCTION** - means all other construction work not specifically covered by the definition of Industrial Construction that is within the jurisdiction of Local Unions #180 and #890.
- 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 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
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- 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
 - Bridges and Tunnels
 - Grain Terminals
- 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.
- 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 Construction and General Workers' Local Unions #180 and #890.
- QUALIFIED** - shall mean to also include certification of First Aid with CPR, CODC Interactive Rights and Responsibilities course and Vicom Safe-t-Disc CSTS course (or equivalent).
- SUBCONTRACTOR** - means an individual, proprietorship, firm or corporation, etc. engaged, directly or indirectly, by the Employer to perform work within the jurisdiction of the Union.
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ARTICLE 1:00 PURPOSE, SCOPE AND SPECIAL PROJECTS

1:01 Purpose

The purpose of this agreement is to provide terms and conditions of employment for all Employees who are subject to this Agreement, to provide for the prompt and equitable resolution of grievances without interference with production or the work of the Employer or others, and to provide the appropriate skills required by the work, within the jurisdiction of the Union.

1:02 Scope

The geographical scope of this Agreement, as it applies to each individual Employer, shall be that as established by voluntary recognition or by certification through the Saskatchewan Labour Relations Board, as it applies to each of the employers within the Province of Saskatchewan.

The Employer recognizes the Union as the exclusive bargaining agent for all of the Company's Employees as defined hereinafter within the geographical scope of the Agreement. Labourer Foremen and all Labourers when employed as General Labourers, Specialized Labourers, Mortar Mixers, Motor Buggy Operators, Tool-Crib Men, Farm Tractor Operators, Jackhammer Men, Vibrator Men, Dumpmen, Tamper Men, Pump Tenders, Tubular or Steel Frame Scaffolders, Heater Tenders, Air Track Drillers, Shooters, Chippermen, Pipelayers, Bobcat Operators, Form Setters, and Leadmen (streets and sidewalks), Concrete Finishers, Concrete Placers and Form Stripping and Material Cleaning, and including those Employees operating all Hand Pneumatic, Electric Combustion Motor, and Air-Driven Tools or equipment necessary for the performance of all work by the above Employees. Labourers tending all crafts including the mixing, handling and conveying of all materials used by the crafts that are employed and on the payroll of the Employer signatory to this Agreement.

1:03 Special Projects

The parties agree that they may, by mutual consent, negotiate special conditions for special jobs during the life of the Agreement, which would amend the agreement for that job by way of an Appendix. Parties requesting negotiations would outline the project, points of concern and proposed area of resolution.

ARTICLE 2:00 CONTRACTING

- 2:01 The Employer will not subcontract out any Labourer work, which is regularly and routinely performed by the Employer's own forces, unless such work is to a subcontractor that agrees to be bound by the terms and conditions of this agreement.
- 2:02 The Employer shall not be restricted from contracting Labourer work, which is not regularly and routinely performed by the Employer's own forces, to a subcontractor which is not bound by the terms and conditions of this agreement.
- 2:03 Notwithstanding the above, it is understood that should the Employer undertake certain Labourers work that is normally performed by a subcontractor as provided for in 2:02, then the Employer may continue to sub-contract this particular work at his discretion for the duration of this collective bargaining agreement without restriction.
- 2:04 In special circumstances the Employer may subcontract out work, which is regularly and routinely performed by the Employer's own forces, to a subcontractor which is not bound by the terms and conditions of this agreement, on a firm price basis only. In order to use this provision the subcontract must include all materials and equipment normally associated with the work being subcontracted and periodic Union dues uniformly required to be paid by members of the Union, Building Trades Per Capita and Contract Administration and Industry Development Fees must be paid based on the reasonably estimated man hours of Labourer work involved in the subcontract. The Employer shall be responsible for enforcement of this Article.
- 2:05 It is agreed that where a project requires that Employers be bound by, or employ persons under the terms and conditions of this agreement, then the provisions of 2:01, 2:02, 2:03 and 2:04 are null and void, and all subcontractors engaged directly or indirectly by the Employer to perform work within the jurisdiction of the Union and 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 The Employer recognizes the Union as the sole collective bargaining agent for all Employees within the jurisdiction of THE CONSTRUCTION AND GENERAL WORKERS' LOCAL UNION #180, REGINA, SASKATCHEWAN, AND LOCAL UNION #890, SASKATOON, SASKATCHEWAN;
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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 in his employment, apply for and maintain membership in the Union, 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 members of the Union.

3:03 **Hiring**

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 except that the Employer shall have the right to recall any Employee who had previously worked for the Employer.

3:04 The Union agrees to furnish qualified Employees and trainees on request. In the event the Local 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 and trainees 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).

Subject to Article 3:03, Employers may hire Employees and the Union shall issue referral slips and/or clearance to Employees in the following sequence and in accordance with the following priorities:

- (a) Local resident qualified Saskatchewan Union Members.
- (b) Local resident qualified persons.
- (c) Qualified Union Members whose residences are located in Saskatchewan.

If it is reported that an Employee has misrepresented his qualifications within three (3) calendar days of being employed, his employment may be terminated, and in which case shall not be entitled to return travel expense or allowance, or board and room or subsistence. If his employment is not terminated, then by mutual agreement, the Employer and Employee or the Union may negotiate a lessor rate.

For Local Resident qualified persons only, pre-employment training and/or verified previous construction experience will constitute required qualification as determined solely by the Employer.

3:05 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.

3:06 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 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 figure on which the deduction was based.

3:07 In the case of delinquent remittance the Union may utilize the grievance procedure beginning with Step III to recover the amount owing and all associated costs and interest on the outstanding amount.

3:08 **Job Access**

An authorized representative of the Union shall be allowed access to the job to conduct Union business with Labourers of the Employers subject to this agreement, after first notifying the Employer or Superintendent. In no way will the representative interfere with the Labourers working hours unless permission is granted by the Employer.

3:09 **Stewards**

The Local Union Representative shall have the right to appoint Job Stewards. 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) or their alternates shall not be discriminated against and shall be entitled to work all available overtime for which he is qualified.

ARTICLE 4:00 TERMINATION OF EMPLOYMENT

4:01 When an Employee voluntarily terminates his employment, or is discharged for cause, the Employer will mail (by Registered Mail) his wages to his last known address without undue delay but no later than the next regular pay day.

- 4:02 When reducing the work force on the job, the Employers shall lay off their Employees in the following sequence subject to the skills required to be maintained on the project:
- (a) The potential member.
 - (b) The members of sister Locals.
 - (c) The members of the Local in whose jurisdiction the work is being performed.
- 4:03 An Employee who is laid off will be paid all his monies due on termination where practical.
- 4:04 In all cases, the Employee's final pay will be accompanied by a copy of the Employee's Termination Slip, Record of Employment, and if applicable, Employment Documentation turned over to the Employee.
- 4:05 Where the Employer is supplying board and room or subsistence allowance, it shall be continued until the foregoing terms of this section are fulfilled.
- 4:06 Should the Employer fail to comply with the provisions set forth in Article 4:01, the matter may be sent to Arbitration starting with Article 7:00 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.
- 4:07 When a 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 5:00 MANAGEMENT RIGHTS

- 5:01 The Employer retains full and exclusive authority for the management of its operation. The Employer shall direct his working forces at his sole prerogative including, but not limited to hiring, promoting, demoting, transferring to work directly related to the Project, suspending, laying off, disciplining, and discharging for cause, and classifying and judging the suitability of Employees for various types of work. No rules, customs or practices shall be permitted or observed which limit or restrict production or limit or restrict the working effort of Employees. The Employer shall have the right to utilize the most efficient methods or techniques of construction, tools or labour saving devices. There shall be no limitations upon the choice of materials or design. The Employer shall schedule work and shall determine when overtime will be worked. Nothing contained herein shall be exercised in a manner inconsistent with the provisions of this Agreement.
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Subject to the provisions of this Agreement, the foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employer retains all legal and traditional rights not specifically covered by this Agreement.

ARTICLE 6:00 WORK STOPPAGE

6:01 No Employer subject to this Agreement shall cause a lock-out during the term of this Agreement.

6:02 No Employee bound by 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 AND ARBITRATION

7:01 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. Jurisdictional disputes shall not be settled by this grievance procedure.

7:02 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.

- Step III:** 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.

Arbitration

- Step VII:** 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 VIII:** A single Arbitrator shall be selected by both parties to hear any grievance which has been referred to Arbitration pursuant to this Agreement.
- Step IX:** Both Parties to the dispute shall share equally the expenses and fees of the Arbitrator.
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- Step X:** When a Union or a Employer requests that a grievance be submitted to Arbitration, it shall make such a request in writing (Registered Mail) addressed to the other party. Within ten (10) working days after receipt of the notice to proceed to Arbitration, both parties shall mutually agree to the name of the Arbitrator. Failure to agree within the prescribed time limit shall result in the matter being referred to the Chairman of the Labour Relations Board to select an Arbitrator.
- 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 XII:** The decision of the Arbitrator shall be final and binding on both Parties.

ARTICLE 8:00 JURISDICTIONAL ASSIGNMENT PLAN

- 8:01 Any jurisdictional dispute between the Union and any other Building and Construction Trades Union that involves any work undertaken by the Employer shall be settled in accordance with the Saskatchewan Jurisdictional Assignment Plan, established by *The Construction Industry Labour Relations Act, 1992*.
- Until such time as the Saskatchewan Jurisdictional Assignment Plan, established by *The Construction Industry Labour Relations Act, 1992*, comes into effect, it is agreed by the Employer and the Union that all jurisdictional disputes shall be settled in accordance with the Canadian Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, as approved by the Building and Construction Trades Department, AFL-CIO.
- 8:02 Jurisdictional disputes involving workers employed under this Collective Agreement shall henceforth be resolved under the provisions of the plan 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.
- 8:03 In the event that the Saskatchewan Jurisdictional Assignment Plan is not continued by Legislation during the term of this Agreement, the parties to this Agreement agree to continue the plan, including all of the rules, regulations, and procedures, as an Agreement between the parties.
- 8:04 After completion of the work assignment, upon the request of the Union, the Employer shall provide a letter confirming the assignment.
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**ARTICLE 9:00 HOURS OF WORK, OVERTIME,
OVERTIME MEALS, SHIFTS,
REST BREAKS, SHOW UP TIME,
CALL OUTS**

9:01 **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 performed between the hours of 8:00 am and 5:00 pm. However, the starting time may be varied between 6:00 am and 10:00 am as requested. 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 9:01.

9:02 **Overtime**

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

All hours worked on Sundays and 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.



9:03 **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 immediately after 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.

9:04 **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.

9:05 **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.

9:06 **Show Up Time**

Employees covered by this Agreement who report for work by direction of the Employer and not placed at work, shall be entitled to receive two (2) hours pay at the appropriate rate. The decision to start work is solely at the discretion of the Employer. In order to qualify for show up time, Employees must remain on the jobsite unless otherwise directed by the Employer. In case of weather or site conditions caused by weather, the above will not apply.

9:07 **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 10:00 RECOGNIZED HOLIDAYS
AND VACATIONS**

10:01 (a) The recognized holidays shall be as follows:

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

Heritage Day once legislated and proclaimed in the Province of Saskatchewan or any other holiday that may be proclaimed during the life of this agreement.

- (b) Under no circumstances shall any work be performed on Labour Day except in cases of emergency involving life or property. When a recognized holiday falls on a Saturday or Sunday, the next following work day shall be taken as an alternate day off. When two (2) recognized holidays fall on a succeeding Saturday or Sunday, the following Monday and Tuesday shall be taken off as alternate days. Employees who are required to work on a recognized holiday shall receive appropriate overtime. Holiday pay shall be as set out in the Appendices attached.
- (c) When working a four day work week schedule, any recognized holiday falling on a Friday shall be observed on the preceding Thursday.
- (d) Any deviation to the foregoing must be mutually agreed upon by the Employer and Union Business Representative.

10:02 Recognized holiday pay shall accrue at four percent (4%) of straight time earnings, and shall be paid each pay period with the Employee's regular pay.

ARTICLE 11:00 ANNUAL VACATION

11:01 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 12:00 WAGE SCALES AND FRINGE BENEFITS

12:01 **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.

Wages shall be paid every two (2) weeks by cash or cheque, or electronic direct deposit into the Employee's bank account of choice, at no cost to the Employee. A printed confirmation of earnings and deductions shall be included with cash pay or cheque, or for electronic direct deposits mailed to the employee's address on record. Pay shall be on Friday before quitting time and not more than five (5) days' pay may be held back. Should five (5) days' pay be held in hand, a new Labourer 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.

Fringe Benefits

12:02 The Employer shall contribute to all fringe benefits and trust funds in accordance with the attached Appendix A 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.

12:03 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.

12:04 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.

It is understood that the contributions negotiated under this clause are for the benefit of the members of the Union as recognized by the Trustees of the said fund who shall continue to have full discretion to make from time to time reasonable rules in this respect.

(a) **Health and Welfare Trust Fund**

The parties hereto acknowledge the Labourers' Health and Welfare Trust Fund of Western Canada herein referred to as the "Fund", as constituted by trust agreement dated November 1, 1965, together with all amendments thereto.

(b) **Pension Trust Fund**

The parties hereto acknowledge the Pension Fund called Labourers' Pension Fund of Western Canada (hereafter called "The Fund") as constituted by a Trust Agreement dated the 12th day of December, 1972, together with all amendments thereto.

(c) **Training Trust Fund**

The parties hereto acknowledge the Saskatchewan Construction and General Workers' Training Trust Fund as constituted by the Trust Agreement dated October 1, 1972, together with all amendments thereto.

(d) **Labourers' Tri-fund**

Labourers' Tri-Fund consists of Labourers AGC, Labourers Health and Safety, LECET/Regional LECET (Labourers/Employers Cooperation Education Trust.)

ARTICLE 13:00 APPRENTICES

NOTE: This Article is not used at this time.

ARTICLE 14:00 GENERAL WORKING CONDITIONS

14:01 The Employer shall provide clean, ventilated and heated 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.

14:02 Fresh drinking water in closed containers and individual paper cups shall be provided daily on all jobs.

- 14:03 The Employer shall provide suitable clean, enclosed, sanitary facilities, chemical or flush, heated in cold weather where practical. The Employees shall cooperate with the Employer in keeping these facilities clean. The Employer shall supply suitable dry type hand cleaner and towelling.
- 14:04 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. Gloves shall be provided on an exchange basis.
- 14:05 Where site development permits, the Employer shall provide the Employees with adequate car parking facilities including plug ins in cold weather.
- 14:06 The Union will be supplied with a photocopy of the Employee's Record of Employment when requested.

ARTICLE 15:00 SAFETY

- 15:01 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.
- 15:02 The Parties to this Agreement recognize the mutual value of improving, by all proper and reasonable means, the safety of the individual workman and shall participate in and promote such safety programs including W.H.M.I.S. training in order to enhance the best interest of the Project.
- The Employer shall be responsible to train all Employees on W.H.M.I.S. Training. The Union shall endeavour to supply Employees who are qualified in W.H.M.I.S. and confined vessel entry procedure.
- 15:03 It is understood and agreed that the Employers and Employees shall at all times comply with the Accident Prevention Regulations made pursuant to the current Occupational Health Act, and any refusal on the part of the worker to work or to continue to work in contravention of such regulation shall not be deemed to be a breach of this Agreement.
- 15:04 A qualified Safety Site Representative shall be on site.
- 15:05 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 Job Steward will be allowed time to gather the injured worker's personal belongings as soon as possible after the accident and if the case warrants it, the Employer shall designate someone to accompany the injured worker to the doctor or hospital without loss of pay for the regular shift.
-

ARTICLE 16:00 TRANSPORTATION

16:01 Local Residents

Local residents shall not be entitled to transportation allowances, transportation expenses, or room and board or subsistence.

16:02 Free Zone

One hundred (100) 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.

16:03 Transportation Allowance

Each Employee will be paid a flat rate transportation allowance per return trip equal to the product of the Employees basic hourly rate and the ZONE multiplier, based on the distance from Regina, Saskatoon or Prince Albert to the jobsite, as follows:

<u>Zone</u>	<u>Range</u>	<u>Rate</u>	<u>Zone Multiplier</u>	
FREE ZONE	0-100 km	Nil		0
ZONE 1	100-150 km	Basic pay rate	X	1
ZONE 2	151-250 km	Basic pay rate	X	2
ZONE 3	251-350 km	Basic pay rate	X	3
ZONE 4	351-450 km	Basic pay rate	X	4

16:04 Transportation Expense

When the Employer does not provide transportation, the Employer will pay a Transportation Expense of thirty three cents (\$0.33) per kilometer to each employee using his own vehicle beyond the Free Zone. The above shall apply on each return trip the Employee makes to the jobsite measured by road mileage by the shortest, reasonably possible route.

**ARTICLE 17:00 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.

17:01 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

17:02 **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 of \$30.00 per day effective September 1, 2002.

17:03 **Subsistence Allowance**

- (a) Subsistence allowance shall be \$80.00 per day effective September 1, 2002.
 - (b) Subsistence Allowance will be paid for bad weather days and make-up days which occur within the work week and 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.
 - (c) An Employee shall forfeit subsistence allowance for absenteeism on any working day. When an Employee is absent 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. When Saturday is not a working day and an Employee is absent on Friday when work is available, he shall forfeit subsistence allowance for Friday and for Saturday. When Sunday is not a working day and an Employee is absent on Monday when work is available, he shall forfeit subsistence allowance of Sunday and for Monday. When Friday is not a working day and an Employee is absent on Thursday when work is available, he shall forfeit subsistence for Thursday, Friday and Saturday.
-

The above forfeiture of subsistence allowance shall be waived when the Employee's absenteeism on any working day or on Thursday, Friday and/or Monday, as outlined herein, is due to a bona fide illness or absence due to compassionate grounds satisfactory to the Employer and the Union.

Forfeiture of subsistence allowance may also be waived in other cases if the reason for absenteeism is acceptable to the Employer.

17:04 **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 18:00 SAVINGS CLAUSE

18:01 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.

ARTICLE 19:00 FAVOURED NATIONS

19:01 No agreement embodying any terms or conditions more favourable to any other Employer than the terms and conditions embodied in this Agreement shall be signed by the Union with any other Employer engaged in construction within the geographical jurisdiction of this Agreement. In the event that any more favourable terms or conditions are extended to any other Employer by the Union or included in any agreement signed by the Union with any other Employer and made operative during the life of this Agreement, then such more favourable terms and conditions shall immediately apply to this Agreement, and be in force and effect as an amendment to this Agreement as though included herein.

ARTICLE 20:00 BUILDING TRADES PER CAPITA

20:01 The Employer agrees **to deduct from each Employee** covered by the terms of this Agreement, five cents (\$0.05) per hour for each hour worked by the Employee. Such deduction(s) to be remitted not later than the fifteenth (15th) day of the following month and made payable to the Saskatchewan Provincial Building and Construction Trades Council (SPB & CTC). The Local Union shall forward said monies to the Saskatchewan Provincial Building and Construction Trades Council (SPB & CTC) at 2301G - 7th Avenue, Regina, Saskatchewan, S4R 1C6. The Local Union is to receive a list showing the amounts and a list of names from whom such deductions were made.

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

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

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

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

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

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

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

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

21:05 In the event of a failure on the part of any Employer to contribute the funds as required in this Article, the SPB & CTC or CLR may collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision in this Collective Agreement, by either the SPB & CTC or CLR in its own name against the subject Employer. Such a grievance may be referred by the SPB & CTC or CLR to arbitration without being processed through any intervening steps other than written notice of the grievance and the reference of the grievance to arbitration. The parties to the grievance for the purposes of appointment of the Arbitrator shall be the SPB & CTC or CLR and the subject Employer. The unsuccessful party shall pay the costs of the Arbitrator. The SPB & CTC or CLR may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

**ARTICLE 22:00 ENABLING AGREEMENT TERMS
AND PROCEDURES**

22:01 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 23:00 DURATION OF AGREEMENT


23:01 This Agreement shall become effective September 1, 2002 and shall remain in full force and effect until April 30, 2005 or thereafter from year to year provided that any time not more than sixty (60) days and not less than thirty (30) days prior to expiry, either party may give the other party written notice to negotiate revisions thereto, 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 the Agreement or the conclusion of a new Agreement.

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EACH OF THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT AND CAUSED IT TO BE SIGNED BY ITS DULY AUTHORIZED REPRESENTATIVE(S) THIS 1st DAY OF September, 2002.

SIGNED ON BEHALF OF:

**THE CONSTRUCTION AND GENERAL WORKERS'
LOCAL UNION, LOCAL #180, REGINA, AND
LOCAL #890, SASKATOON, SASKATCHEWAN**




Lori Sali
Business Manager




Boris Slipchuk
Business Manager

SIGNED ON BEHALF OF:

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



Randy Larson
Trade Division Chairperson



Sid Matthews
CLR President

APPENDIX A

Commercial and Institutional Rates

1. Classification and Wage Rates

The Employer and the Union agree that the minimum wages will be paid in accordance with the wage rates set out below.

(A) Effective September 1, 2002

Classification	%	Basic Hourly Rate	Stat Hol Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Tri-Fund	Total Package
Class 2		16.63	0.67	1.04	0.80	1.70	0.25	----	21.09
Certified	100%	15.63	0.63	0.97	0.80	1.70	0.25	----	19.98
Uncertified		13.24	0.53	0.83	0.80	1.40	0.25	----	17.05
Trainee 3 1301 - 2300	85%	13.29	0.53	0.83	0.80	1.70	0.25	----	17.40
Trainee 2 301 - 1300	75%	11.72	0.47	0.73	0.80	1.70	0.25	----	15.67
Trainee 1 000 - 300	65%	10.16	0.41	0.63	0.80	1.70	0.25	----	13.95

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(B) Effective April 27, 2003

Classification	%	Basic Hourly Rate	Stat Hol Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Tri-Fund	Total Package
Class 2		16.81	0.67	1.05	0.80	1.90	0.25	----	21.48
Certified	100%	15.81	0.63	0.99	0.80	1.90	0.25	----	20.38
Uncertified		13.24	0.53	0.83	0.80	1.40	0.25	----	17.05
Trainee 3 1301 - 2300	85%	13.44	0.54	0.84	0.80	1.90	0.25	----	17.77
Trainee 2 301 - 1300	75%	11.86	0.47	0.74	0.80	1.90	0.25	----	16.02
Trainee 1 000 - 300	65%	10.28	0.41	0.64	0.80	1.90	0.25	----	14.28

(C) Effective May 2, 2004

Classification	%	Basic Hourly Rate	Stat Hol Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Tri-Fund	Total Package
Class 2		17.00	0.68	1.06	0.80	2.10	0.25	----	21.89
Certified	100%	16.00	0.64	1.00	0.80	2.10	0.25	----	20.79
Uncertified		13.24	0.53	0.83	0.80	1.40	0.25	----	17.05
Trainee 3 1301 - 2300	85%	13.60	0.54	0.85	0.80	2.10	0.25	----	18.14
Trainee 2 301 - 1300	75%	12.00	0.48	0.75	0.80	2.10	0.25	----	16.38
Trainee 1 000 - 300	65%	10.40	0.42	0.65	0.80	2.10	0.25	----	14.62

Foreman \$1.50 above rate.
(Whenever possible, the Employer will utilize a Labourer Foreman to supervise Labourer work. The Employer will give preference when requiring foremen to certified labourers who have completed the CODC *Better SuperVision* Course.)

Class 2 labourer - is a bricklayer helper grade one, formsetter, and concrete labourer grade one.

Certified labourer - is a labourer who has completed the training program and become certified or been grandfathered under the Construction Craft Labourer Occupation Regulations for the Province of Alberta.

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Uncertified labourer - is a labourer who has worked more than 3000 hours as a labourer but who has not applied for grandfathering or has not been certified under the Construction Craft Labourer Program.

Note: Where the classification (hours) for an Employee with the required skills cannot be verified at the time of dispatch, the Employee will be dispatched at a classification which is mutually agreed upon by the Employer and the Union.

2. Trainees, Certification and Grandfathering

Until such time as a Construction Craft Labourer is designated by the Government of Saskatchewan and the required administrative system is in place, the training, certification and grandfathering of Construction Craft Labourers in Saskatchewan shall occur in accordance with the standards established by the Occupational Training Committee in the Province of Alberta at no additional cost to the Employer.

In order to advance to level 2 or level 3 the trainee, in addition to having worked the required hours, must also have met the standards of the Construction Craft Labourer Training Program.

The Employer may employ 1 trainee for each 3 labourers (either certified or uncertified) employed.

3. Health & Welfare Trust Fund

Each Employer subject hereto shall contribute eighty cents (\$0.80) for each and every hour worked by an Employee covered by this Agreement to the Labourers Health and Welfare Trust Fund of Western Canada. Contributions for the said Fund shall be made by the 15th of the month following the month for which such contributions are payable and forwarded to: Funds Administrative Service, 9th Floor, 9707 - 110th Street, Edmonton, AB, T5K 3T4.

4. Pension Trust Fund

The Employer shall contribute an amount of one dollar and seventy cents (\$1.70) for each and every hour worked by an Employee covered by this Agreement to the Labourers Pension Fund of Western Canada. Contributions for the said Fund shall be made by the 15th of the month following the month for which such contributions are payable and forwarded to: Funds Administrative Service, 9th Floor, 9707 - 110th Street, Edmonton, AB, T5K 3T4. Effective April 27, 2003 the contribution shall be one dollar and ninety cents (\$1.90) and effective May 2, 2004 the contribution shall be two dollars and ten cents (\$2.10).

The contribution rate for Uncertified Labourers shall be one dollar and forty cents (\$1.40) for each and every hour worked.

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Special Provision - Funds Administrative Service will, as a requirement of this agreement, transfer the Pension contribution amounts for the first 300 hours of a Trainee 1's earnings to the Saskatchewan Construction and General Workers Training Trust Fund. This provision does not change the remittance procedures relating to Pension or Training Fund contributions for the Employer.

5. Training Trust Fund

Each Employer subject hereto shall contribute twenty-five cents (\$0.25) for each and every hour worked by an Employee covered by this Agreement to the Saskatchewan Construction and General Workers Training Trust Fund. Contributions for the said Fund shall be made by the 15th of the month following the month for which such contributions are payable and forwarded to: Funds Administrative Service, 9th Floor, 9707 - 110th Street, Edmonton, AB, T5K 3T4.

6. Labourers' Tri-Fund

Effective November 1, 2000 the Employer shall not contribute to the Labourers' Tri-Fund.

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 and file a copy of the enabling terms with CLR. The Local Union agrees, subject to the terms of this Appendix, to offer the same terms and conditions to other Employers bidding on the enabled project.
 5. The Employer shall, upon receipt of the Enabling Clause Information Sheet signed by the Local Union, be entitled to bid on the enabled project using the terms contained in the Enabling Clause Information Sheet. Except as specifically modified in the Enabling Clause Information Sheet, the Employer shall be governed by the terms and conditions of this Collective Agreement.
 6. The parties specifically acknowledge and agree that the issuance of an Enabling Clause Information Sheet shall be at the sole discretion of the Local Union. The parties further acknowledge and agree as follows:
 - (a) the terms and conditions granted in respect to an enabled project apply only to Employers, whether contractors, subcontractors or otherwise, who are parties to this Collective Agreement.
 - (b) where an Employer subcontracts work to a party who is not a party to this Collective Agreement, the Enabling Clause Information Sheet signed by the Local Union shall be of no effect and the Employer shall not be entitled to rely upon any of the terms and conditions set out in the Enabling Clause Information Sheet but shall be subject to the terms and conditions of this Collective Agreement.
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- (c) where an Employer is, in the opinion of the Local Union, in any way, associated or affiliated with, or the directors, officers or employees of an Employer carry on the same or a similar business through, an entity that is not a party to this Collective Agreement (such an entity being hereafter referred to as a "related organization"), that Employer shall not be eligible to obtain or rely upon an Enabling Clause Information Sheet under this Appendix nor shall such Employer be entitled to any information on the terms of an Enabling Clause Information Sheet issued to any other Employer under this Appendix unless the Employer provides assurances, satisfactory to the Local Union, that the enabled project will only be bid by it and not by any related organization.

 - 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.
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ENABLING CLAUSE INFORMATION SHEET

DATE: _____

TO: Local Union _____ _____	Telephone: _____ Facsimile: _____
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FROM: _____ _____	Telephone: _____ Facsimile: _____
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Please accept this as a request to bid the project outlined herein under the terms of the enabling provisions of the Saskatchewan Provincial Labourers Commercial/Intitutional 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.

ITEM	DESCRIPTION

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

Business Representative, Local Union

Contractor Representative