

PROVINCIAL PAINTERS' AGREEMENT

BY AND BETWEEN:

**EACH OF THE UNIONIZED EMPLOYERS IN THE PAINTERS 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 -

**INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES,
LOCAL 739
34 HIGGINS AVENUE
WINNIPEG, MANITOBA
R3B 0A5
PHONE: (204) 943-2497**

(Hereinafter referred to as the "UNION")

Expires April 30, 2004

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 any person in the employ of the Employer engaged in such trade or trades as are within the jurisdiction of the signatory Union, and in the qualifications as are accepted for membership in the Union.

Employer –

Means any officer, agent foreman or other representative.

KM –

Means kilometer by Road (not radius)

Local Resident –

A local resident is a person who has resided within one hundred (100) kilometers of a project, but outside the cities of Regina, Saskatoon and Prince Albert, for at least six (60) 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 signatory to this Agreement as the Union, and shall include such officers and agents as are duly appointed.

ARTICLE 1:00 OBJECTS AND SCOPE

- 1:01 **Object:** The object of this Agreement is to stabilize the Industry, elevate the trade and to promote peace and harmony between Employers and Employees, to facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes and lockouts, waste, expense avoidable and unnecessary delays in construction.
- 1:02 **Scope of Work Clause:** Shall be described as but not limited to the application and / or removal of protective and/or decorative coatings which might be referred to as paints, and other organic coatings or inorganic coatings or fire protective cable coatings, which are applied in the same manner as paints or plastics or mastics, hypalon coatings, fibreglassing and caulking, clear sealer application - - the application of fusion bonded plastics, application of all seamless floor coatings, savorizing monolithic floor coatings, seamless & liquid flooring and roofing, spraytex or sprayed-on insulation including fire proofing whether applied by trowel or spray, sandblasting, for decorative purposes and all other types of sandblasting, the filling of sandpots, the application of materials, coatings, sealers for the purpose of primary or secondary containment of hazardous waste, all phases of metallizing, the application of underwater coatings, all marking, stenciling on equipment, machinery, etc., with paint, adhesive stickers or spray bomb, the use of reflective tapes in their field of work and the application of all other materials used in the various branches of the Trade and the operations of all equipment used in order to perform work under the scope of the Agreement.
- 1:03 The hanging of all wall coverings applied with paste or other adhesives, such as papers, cottons, muslins, burlap, grass cloth, vinyl wall coverings, epoxy resin combination coverings, cambric – backed wood veneer wall coverings and all other wall coverings including the application of rubber sheeting for tank lining and the application of gold or silver and all other metal leaf, carpeting material when applied to walls and ceiling, tapestries, etc.
- 1:04 All incidental preparatory work necessary to carry out work outlined above, such as patching small defects in surfaces, puttying, sanding, rubbing, cleaning surfaces with steam or other processes, to include hydrojet cleaning (high pressure water), sandblasting, pickling, bleaching, buffing, scaling, machine and manual scraping, flame cleaning, the application of cleaning fluids, rust inhibitors, taping, covering surfaces for their protection from paint, etc., including the use of miscellaneous hand and power driven tools of the Trade, the erection and dismantling of scaffolding coming under this scope of work, necessary maintenance of tools and equipment required for work coming under this jurisdiction, the application of all sealers inside or outside, the application of all color code

distinguishing marks and the application of all protective and decorative coatings on all piping, insulated or otherwise, and the removal and/or abatement of lead based paints and/or coatings.

Building cleaning is defined as the process of removing dirt, stain or discoloration or any unwanted films by use of manually operated scrubbing techniques or by power operated machines or equipment, such as steam blast, water jet blast and/or such other process as will suffice to accomplish the cleaning of buildings, ships, structures, etc.

1:05 ***Industrial Work:*** Shall mean to include all work performed under the scope of work of this Agreement and shall include the process areas only of the following: mines, power plants, pulp mills, saw mills, pipe lines, pumping stations, compressor stations refineries, packing houses, breweries, towers, stacks, cranes and rigging, bridges, all tank lining, grain elevators and terminals, shafts, silos, penstocks and/or any work not classified as residential or commercial.

ARTICLE 2:00 EFFECTIVE DATE

2:01 This Agreement shall be effective from the date signed Jan 1, 2002 to April 30, 2004 and thereafter from year to year provided that either party may, not less than thirty (30) days or more than sixty (60) days before the expiry date of the said Agreement, give notice in writing to the other party to terminate said Agreement or to negotiate a revision thereof.

ARTICLE 3:00 GEOGRAPHICAL JURISDICTION

3:01 The Employer hereby recognizes the Union as having Jurisdiction over all Employees referred to in this Agreement, as the sole agent for the purpose of collective bargaining in respect to rates of pay, hours of work, and other conditions of employment, for the Employees who are members and those Employees who are eligible for membership in the Union.

ARTICLE 4:00 UNION SECURITY

4:01 The Union agrees to furnish qualified Employees on request. In the event the Union is unable to fill a requisition for Employees within a forty-eight (48) hour periods (Saturdays, Sundays, and recognized holidays excluded), the Contractor shall have the right to employ qualified Employees from other available sources. All Employees shall obtain a clearance and/or referral slip from the Union Office before starting a job.

At the request of the Contractor, referral slips will be transmitted electronically to the project (telephone, facsimile or telex).

4:02 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 of the commencement of his employment apply for and maintain membership in the Union as a condition of his employment. The Employer will advise the Union of the names of all new Employees within fifteen (15) day period.

4:03 The employer agrees to deduct all uniform monthly dues, initiation fees, assessments, and / or payments to all other funds from the Employee's first pay and from the first pay each month thereafter, and remit same to the Financial Secretary of the Union (or such other authorized officer of the Union) before the fifteenth (15) day of each month. Such remittances shall be accompanied by a list of names of Employees affected by the amounts deducted.

It is provided that no provision of the Agreement shall be deleted herefrom nor made inoperative, nor shall any additional provisions be added thereto, except by mutual consent of the signatory parties.

4:04 The Employer shall be given preference in the supply of Union Employees when available.

4:05 The Employers and the Union agree to appoint an arbitrator for the duration of this Agreement to deal with all grievances relating to Union Dues, Initiation Fees, Assessments and/or payments paid for by the Employer to all Funds as provided for in this Agreement. The Employer and the Union also agree that the costs of such arbitration be borne by the month end if all funds normally due on the 15th of the month have not been received as per Article 4:03. It is also further agreed that the arbitrator shall render his decision within fifteen (15) days of receiving the application for a hearing.

ARTICLE 5:00 HIRING PROCEDURE

5:01 The Employer agrees to give preference to hiring members in good standing with the Union and to this end when they are hiring they will contact the Union office to determine the availability of suitable workmen. Workmen sent to jobs by the Union shall present a referral slip issued by the Union at the Union office.

- 5:02 It is agreed that all Employees hired shall, prior to commencing of work, pick up a referral slip from the Union office.
- 5:03 The Employer shall have the right to name select from the hire hall list.
- 5:04 Dispatch point – Regina and Saskatoon.

ARTICLE 6:00 UNION RIGHTS AND RESPONSIBILITIES

- 6:01 The Union shall notify the Employer in writing of the appointment of Shop or Job Stewards and the Union agrees that preference be given to appointing only those Employees to this position with a view of achieving harmonious relations.
- 6:02 The Employer shall recognize that the Steward is acting for the men as a whole and he shall not be discriminated against. The Employer shall notify the Union in writing prior to the Steward being laid off or discharged by mailing or otherwise, a copy of the termination or discharge slip to the Business Manager of the Union. The Job Steward to be the last man on the job whenever possible.
- 6:03 If the Steward is called upon to assist in the settlement of grievances as set out in Article 15:00 of this Agreement, such assistance shall be provided during working hours.
- 6:04 An authorized representative of the Union will be allowed access to the job, to conduct Union business with the Employees of the Employer, provided this is done without interfering with the progress of the work in hand, and that notification has first been given to the Superintendent on the project or person in charge.

ARTICLE 7:00 MANAGEMENT RIGHTS

- 7:01 The Union agrees that it is in 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, lay off, or otherwise discipline Employees, provided that a claim by an Employee that he 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 procedures to be observed by the Employees, violations of which will be cause for discipline and include discharge.

ARTICLE 8:00 HOURS OF WORK, OVERTIME, SHOW UP TIME, CALL OUTS, SHIFTS, REST BREAKS, PREMIUM WORK & DIRTY WORK

8:01 Hours of work

Forty (40) hours shall constitute a regular work week. Should such circumstances as staggered shifts, inclement weather or shortened daylight hours exist, it is agreed that the parties to this Agreement may negotiate for a variance of regular work hours. The Employers concerned and the Union will negotiate an appropriate condition.

a) Five Day Work Week

The standard working day shall be eight (8) hours between 6:00 a.m. and 6:30 p.m. on Monday through Friday with one (1) hour off for lunch per day or one-half (1/2) hour as arranged on job site.

b) Four Day Work Week

Upon the request of either party, the decision to change the work week to a four-day work week schedule shall be discussed with the other party prior to implementation.

Overtime

All time work before or after the hours of labour noted in 7:01, excepting the provisions of any shift hour conditions noted herein, shall be considered overtime.

a) Five Day Work Week Schedule

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) Four Day Work Week Schedule

(i) When working under the four (4) day work week schedule, Employees shall receive two times (2x) the regular hourly rate for all hours worked in excess of the regular ten (10) hours per day Monday through Thursday.

(ii) Hours worked on Fridays (other than as a make-up day) shall be paid at one and one-half (1.5x) time the Employee's 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.

(iii) 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 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.

c) Saturdays, Sundays and Holidays

All hours worked on Saturdays, Sundays and recognized holidays shall be paid at double time (2x).

8:03 **Show Up Time**

When an Employee reports for work but is not placed to work or is unable to continue to work because of inclement weather or any other reason beyond the control of the Employer, the following shall apply:

- a) If an Employee is not placed to work, he shall be entitled to a minimum of two (2) hours pay at the applicable rate of pay or the actual waiting time, whichever is greater.
- b) The decision and instruction to start or cease waiting or working shall be made by the Employer after consultation with the Steward. Any Employee failing to comply with such decision or instruction shall not be entitled to the foregoing minimum.

8:04 **Call Outs**

Any Employee called to a job and not required shall be paid three (3) hours time.

If an Employee commences work and is sent home he shall be paid one (1) hour extra up to a maximum payment of three (3) hours except where his work is suspended because of inclement weather or other reasons beyond the control of the Employer.

8:05 **Shift Work**

For the purpose of this Agreement, "Shift Work" shall mean work, which cannot be done appropriately or effectively during regular hours, as noted herein. Shift work shall be paid at the rate of fifteen percent (15%) above applicable rates.

Where public transportation service is not available at the completion of the workman's work shift, transportation to the workman's residence shall be provided by the Employer.

8:06 **Rest Breaks**

There will be a ten (10) minute rest period each morning and afternoon or first and second part of any shift, which however, shall not interfere with the general work pattern; Union Members are not allowed to leave the job.

8:07

Premium Work

For all work performed at/or above forty feet (40') or at/or below forty feet (40') from grade (inside or outside) the height to be determined from possible fall to grade or to permanent structure, extending at least twelve feet (12') from working surface, a premium of .50 / hour over the regular rate for the classification of work performed shall apply. This rate shall apply to any work at/or below forty feet (40') from grade regardless of possible fall. For every additional fifty feet (50') or part thereof a further thirty-five cents (0.35) per hour shall be paid.

8:08

Dirty Work

For extra dirty, confined space, overheated, or work involving unusual hazards, the Employer and the Employee concerned, together with the Representative of the Union shall negotiate a special rate of pay to apply to that specific job only up to a maximum of fifty cents (0.50) per hour.

ARTICLE

9:00 TRANSPORTATION EXPENSES

9:01

Free Zone

Forty five (45) road kilometers around the project site shall comprise a Free Zone.

9:02

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 kilometer. 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.

9:03

Daily Transportation with Board and Room or Subsistence

On projects where board and room or subsistence allowance applies and the temporary domicile is beyond forty five (45) road kilometers Free Zone around the project, the Employer shall provide transportation or each Employee shall be paid forty-eight (0.48) cents per road kilometer when supplying his/her own transportation, from the temporary domicile to the boundary of the project forty-five (45) road kilometer 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 forty five (45) road kilometer 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 traveling in a Company service vehicle, all occupants shall be paid at applicable rates and shall be considered working.

9:04 **Initial and Terminal Transportation**

On projects where accommodation is supplied or paid for, each Employee shall be paid an initial transportation expense of forty-eight (0.48) cents per road kilometer 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 terminal transportation expense paid to the dispatch point. The forty five (45) road kilometer Free Zone does not apply to initial and terminal transportation.

9:05 **Rotational Transportation**

Should the project be of more than thirty (30) calendar days in duration and the project is three hundred (300) road kilometers or more from the dispatch point, each Employee shall receive round trip transportation expense at the rate of forty eight (0.48) cents per road kilometer every thirty (30) calendar days, including the first thirty (30) calendar days. The forty five (45) road kilometer Free Zone does not apply to rotational travel.

ARTICLE 10:00 CAMPS/COMMERCIAL ACCOMMODATION/SUBSISTANCE

- 10:01 On out of town projects where 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

10:02

Camps

- a) Camps are not permitted within eighty (80) road kilometers of Regina or Saskatoon
- 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.

10:03

Subsistence

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

- b) **Five Day Work Week Schedule**

On projects, which are eighty (80) to two hundred and twenty five (225) road kilometers from the City Hall of Regina or Saskatoon, each Employee shall be paid the subsistence allowance per day for each day worked.

On projects which are more than two hundred twenty five (225) road kilometers from the City Hall of Regina or Saskatoon, each Employee shall be paid the subsistence allowance per day seven (7) days per week

- c) **Four Day Work Week Schedule**

On projects, which are eight (80) to two hundred twenty five (225) road kilometers from the City Hall of Regina or Saskatoon, each Employee shall be paid the subsistence allowance per day for each day worked.

On projects which are more than two hundred twenty five (225) road kilometers from the City Hall of Regina or Saskatoon, each Employee shall be paid the subsistence allowance per day seven (7) days per week

Notwithstanding anything contained in this Agreement, persons working the four day work week and who work the four days shall be paid a minimum of five (5) days subsistence allowance.

10:04

Subsistence Allowance

In all instances the subsistence allowance shall be as follows:

- i) Effective Date of Signing \$ 85.00 per day

ARTICLE

11:00 TOOLS

11:01

The Employer shall supply all brushes (except dusting brushes and wall paper smoothers) roller coaters, spray guns, ladders and scaffolding, in good condition, and the Employee shall co-operate to keep it so on the Employer's time.

- a) Workmen must have a suitable tool container or permanent type and carry the following tools, as a condition of employment.

- | | |
|-----------------------|-------------------------|
| 1-Putty Knife (1) | 1 Claw Hammer |
| 1-Broad Knife-3" wide | 1 Broad Knife 4.5" wide |
| 1-Dusting Brush | 1 Screw Drive |
| 1-Nail Set | 1 Chalk Line-100' |

Employees working as sandblasters and spray painters shall carry the following tools as a condition of employment.

- | | |
|------------------------|-----------------------|
| 1-Tool Box | 1 Pipe Wrench 14" |
| 1-Crescent Wrench 12" | 1 Crescent Wrench 12" |
| Assorted Screw Drivers | 1 Claw Hammer |
| 1-Utility Knife | 1 Scraper |

- b) The Employer shall supply paperhangers or other sheeting workers with straight edge, table and necessary tools.
- c) Workmen shall wear clean overalls and suitable footwear as required. If a workman is not in possession of the required tools, overalls enumerated, the same to be supplied by the Employer and charged at cost to the Employee.

11:02

Safety Helmets

Where safety helmets are to be used the Employer shall supply the same, the cost being deducted from the Employee's pay.

11:03 **Health and Safety**

The Employer agrees to comply with all applicable Health and Safety Regulations as required by Provincial Law and Safety Regulations.

ARTICLE 12:00 STATUTORY HOLIDAYS

12:01 The following days shall be recognized as Statutory Holidays:

New Years Day	Good Friday
Victoria Day	Labour Day
Dominion Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	1 st Monday in August

And any other day proclaimed as a holiday by the Provincial or Federal Statute.

12:02 No work shall be performed on Labour Day, except where safety of life or property make it necessary.

12:03 Statutory Holidays to be paid at the rate of four percent (4%) of regular earning, and shall be paid every pay day.

12:04 Any Employee required to work on any of the above days, shall be paid at the applicable overtime rate.

12:05 When a Statutory Holiday falls on a Saturday or Sunday, the next following working day shall be taken as an alternate day off. When two Statutory Holidays fall on a succeeding Saturday and Sunday, the following Monday and Tuesday shall be taken as alternate days off.

ARTICLE 13:00 ANNUAL VACATION

13:01 All annual vacations shall be paid at six percent (6%) of gross earnings in accordance with the Provincial Labour Standards Act, and shall be paid every payday.

ARTICLE 14:00 WAGE SCALES AND FRINGE BENEFITS

14:01 a) Industrial

	<u>Brush & Roll</u>			<u>Spray & Sandblasting</u>		
	Jan 1, 2001	May 1, 2002	May 1, 2003	Jan 1, 2002	May 1, 2002	May 1, 2003
Hr Rate	23.51	23.98	24.46	23.86	24.34	24.83
Stat	0.94	0.96	0.98	0.95	0.97	0.99
Vacation	1.46	1.49	1.52	1.48	1.51	1.54
Pension	1.75	1.75	1.75	1.75	1.75	1.75
Health & Welfare	0.70	0.70	0.70	0.70	0.70	0.70
Training	0.20	0.20	0.20	0.20	0.20	0.20
Total Package	\$28.56	\$29.08	\$29.61	\$28.94	\$29.47\$	30.01

b) Commercial / Institutional New Construction

	<u>Brush & Roll</u>			<u>Spray & Sandblasting</u>		
	Jan 1, 2001	May 1, 2002	May 1, 2003	Jan 1, 2002	May 1, 2002	May 1, 2003
Hr Rate	17.44	17.79	18.15	17.79	18.15	18.51
Stat	0.69	0.71	0.73	0.71	0.73	0.74
Vacation	1.08	1.11	1.13	1.11	1.13	1.15
Pension	1.75	1.75	1.75	1.75	1.75	1.75
Health & Welfare	0.70	0.70	0.70	0.70	0.70	0.70
Training	0.20	0.20	0.20	0.20	0.20	0.20
Total Package	\$21.86	\$22.26	\$22.66	\$22.26	\$22.66	\$23.05

c) Apprenticeship Rates

0 – 800	45% of the appropriate Journeyman rate
801 – 1600	50% of the appropriate Journeyman rate
1601 – 2400	60% of the appropriate Journeyman rate
2401 – 4000	75% of the appropriate Journeyman rate
4001 – 6000	85% of the appropriate Journeyman rate
6000+	90% - without Journeyman ticket
6000+	100% - with Journeyman ticket

d) Once an apprentice reaches the 75% level in wages, as per the schedule, he shall not be entitled to further increases until such time as he makes application and completes the applicable apprenticeship level course.

- e) Wages shall be paid on the job site during working hours and not more than one (1) week's pay shall be held back. Employees shall be paid every two (2) weeks or bimonthly. The Employer shall provide a separate detachable slip, showing the date of pay period, number of hours at regular time, number of hours at overtime, number of hours at premium time, other earnings, gross earnings, deductions and reasons for deductions, net pay and company name.

14:02 **Non-Qualified Tradesman**

If it is reported that an Employee has misrepresented his qualifications within three (3) calendar days he shall not be entitled to return travel time, car allowance and board and room if his employment is terminated. By mutual agreement the Employer and Employee or the Union may negotiate a lessor rate.

14:03 A special rate may be negotiated between the Union and the Employer to cover handicapped or aged members, on an individual basis.

14:04 **Health and Welfare Trust Fund**

The Employer shall contribute seventy (70) cents for every hour worked for each Employee who is a member of the Union in good standing and shall submit such contributions to the Painters and Allied Trades "IN TRUST" c/o International Union of Painters and Allied Trades, Local 739, 34 Higgins Avenue, Winnipeg, Manitoba, R3B 0A5.

14:05 **Pension Trust Fund**

Effective date signed Jan 1, 2002, the Employer shall contribute at the rate of one dollar and seventy five cents (1.75) per hour for each hour of work performed by each Employee covered by this Agreement, and shall remit such contributions to the International Union of Painters and Allied Trades Local Union 739, 34 Higgins Avenue, Winnipeg, MB, R3B 0A5 by the fifteenth (15th) of the month following the month for which such contributions are payable, and mail to the address designated by the Joint Fund Trustees. Contributions to be made when employer pay rate became 90% of Journeyman rate.

14:06 **Training Fund**

Effective date of signing, the Employer shall contribute twenty (0.20) cents per hour earned to the Painters and Allied Trades, Local 739 Training Fund. Such deductions to be remitted not later than the fifteenth (15th) day of the following month to Local 739, 34 Higgins Avenue, Winnipeg, Manitoba, R3B 0A5.

14:07 **Building Trades Per Capita**

The Employer agrees to deduct from each Employee covered by the terms of this Agreement, five cents (0.05) per hour for each hour worked by the Employee. Such deduction(s) to be remitted not later than the fifteenth (15th) day of the following month in accordance with Article 21:00. The Local Union is to receive a list showing the amounts and a list of names from whom such deductions were made.

14:08 **Contract Administration and Industry Development Fees**

- a) 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 In. (“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. CODC will allocate the contributions to the respective organizations as provided for in this Article.
- b) Each Employer subject to this Agreement shall contribute the following for all hours worked by each Employee:
- | | |
|--------------|-------------------------|
| i) SPB & CTC | \$ 0.05/hour (GST N/A) |
| CODC Fund | \$ 0.03/hour (plus GST) |
| ii) CLR | \$ 0.10/hour (plus GST) |
| CODC Fund | \$ 0.03/hour (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.

- c) 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.
- d) 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.
- e) 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 violations of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

14:09 **Maintenance by Contract**

Means Employees that have been dispatched by the Employer to be at the disposal of an owner for the purpose of performing basic maintenance service on Industrial work only. Sublet labour – ten percent (10%) less than the applicable rate.

Travel Time: Forty five (45) km free zone from the City of Saskatoon and Regina.

Any Plant that can only be painted after the plant is shut down for that specific purpose on Saturday or Sunday. It is agreed that any work to be performed on Saturday or Sunday for the foregoing reasons, time worked will be paid at regular rates or pay for Saturday and Sunday work, subject to a maximum eight (8) hour day and a maximum forty (40) hour week.

ARTICLE 15:00 APPRENTICESHIP

- 15:01 Apprentices shall be above the age of eighteen (18-for Industrial, 16- for commercial) and shall have completed at least grade ten (10), shall be required to take all technical or related training available to them in the trade and in a trade school. They shall be given full opportunity for gaining varied and all encompassing experience in the trade advancing to Journeyman. All new Apprentices shall be reported to the Apprenticeship Board and to the Union immediately upon hire. They shall be given a three-month (90 days) probationary period to determine physical fitness and adaptability to the trade. The maximum ratio of Apprentices to Journeyman shall be one (1) Apprentice to one (1) employed Journeymen.
- 15:02 Employers shall be encouraged to arrange for transfer either temporary or permanent, for apprentices to allow for steady employment and opportunity for varied experience.
- 15:03 *Qualifications:* It is hereby understood and agreed that the parties of this Agreement shall promote jointly, extensive upgrading classes for painters and paperhangers to include instruction in industrial coating and /or sheeting work, and further, that both parties will consider that member of the Union shall be in possession of Tradesmen Qualification Card or Apprenticeship Certification and Employers will request that Employees without Tradesmen Qualification Cards will sit for examination at the appointed time, and that this program continue for the duration of this Agreement and on a continuing basis.

ARTICLE 16:00 GRIEVANCE PROCEDURE

- 16:01 All differences between the Employer and the Union regarding the interpretations, application, operation or alleged violation of this Agreement shall be settled without stoppage of work or lockout by negotiation as hereafter provided.
- 16:02 Either the Union or the Employer may institute a grievance under the terms of this Agreement. If they fail to settle same within ten (10) calendar days, either of the parties may proceed under sub-article 16:05.
- 16:03 An aggrieved Employee shall submit his complaint to the Steward or in his absence to the Business Manager and / or Business Representative of the Union, who shall endeavor to settle the complaint between the Employee and his immediate supervisor.

- 16:04 If the complaint is not settled within two (2) days, excluding Saturday, Sunday and holidays, it may be referred in writing to the Project Manager and an Official Representative of the Union.
- 16:05 If the parties fail to reach an agreement under the above steps either party may, by written notice to the other party stating the nature of the difference, require the establishment of an Arbitration Board. Such written notice must be served within the ten (10) days following the completion of the preceding steps.
- 16:06 Each party shall appoint one (1) member as its representative on the Arbitration Board within seven (7) days of such notice. The two (2) members so appointed shall endeavor to select an independent Chairman.
- 16:07 If either of the parties fail to appoint its representative on the Arbitration board within the required seven (7) days, such auction shall be deemed as acceptance of the other party's position in the grievance.
- 16:08 If the two (2) members fail to select a Chairman within five (5) days after the day on which that last of the two (2) members is appointed, they shall request the Minister of Labour to select a Chairman.
- 16:09 The Arbitration Board may not change, modify or alter any of the terms of this Agreement. All differences submitted shall present an arbitrable issue under this Agreement, and shall not depend on or involve an issue or contention by either party that is contrary to the provisions of this Agreement or that involves the determination of a subject matter not covered by or arising during the terms of this Agreement.
- 16:10 The Arbitration Board shall give its decision not later than fourteen (14) days after the appointment of the Chairman except that, with the consent of both parties, such limitation of time may be extended.
- 16:11 Each party to the differences shall bear the expenses of its respective nominee to the Arbitration Board and the two (2) parties shall bear equally the expenses of the Chairman.

ARTICLE 17:00 PRE-JOB AND MARK-UP CONFERENCES
(For Industrial Only)
JURISDICTION AND ASSIGNMENT OF WORK

17:01 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 Unions' 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) recognize the jurisdictional claims of 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 Impartial Jurisdictional Disputes Board and Appeals Procedure.

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 Impartial Jurisdictional Disputes Board and Appeals Procedure.

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 Impartial Jurisdictional Disputes Board, 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.

Single trade projects do not require pre-job and mark-up meetings.

ARTICLE 18:00 JURISDICTIONAL ASSIGNMENT PLAN

18:01 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*.

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.

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.

Pending the establishment of the Saskatchewan Jurisdictional Assignment Plan, all jurisdictional disputes shall be settled by the Canadian Jurisdictional Disputes Plan in accordance with its' rules and regulations.

ARTICLE 19:00 NO STRIKE – NO LOCKOUT

- 19:01 During the term of this Agreement the Parties hereto agree that their shall be no strikes of any kind whatsoever; work stoppages; slowdowns; or interference or interruption of work by any Employees or the Union; and there shall be no lockouts by the Employer.
- 19:02 Nor shall there be any strike or interruption of work during the term of this Agreement because of any jurisdictional disputes or disagreements between any other persons (or other Employees or Unions) who are not parties subject to this Agreement.
- 19:03 Employees who violate this provision shall be subject to disciplinary action, including discharge; and any claim by either party against the other of a violation of this Article shall be subject to arbitration as provided for under Article 16:06 of this Agreement.
- 19:04 ***Withdrawal of Members:*** In addition to other remedies contained in this Agreement, the Employer hereby consents to the Union withdrawing its members from any job in any of the following event:
- a) Subletting directly or indirectly, either in whole or in part, for any labour services required by any contractor in performance of work included in the scope of work in this Agreement, to any person, persons or contracting firm who is not signatory to this Agreement. Exclusions to this are those items of the work that traditionally have been sub-contracted by Employers by reason of specialized skills or equipment or franchised products, not generally within Employer resources such as:
 - Erection and removal of complex or extensive scaffolding.
 - Maintenance of equipment more extensive than routine servicing.
 - Extraction and removal of spent blast abrasive by mechanical process.
 - b) The continued employment by the Employer of any person required by the Union to join the Union under Article 4:02 hereof who has failed to join the Union.
 - c) For failure of the Employer to remit on time all monies, due by him to the Health and Welfare Fund, Union Dues Checkoff, or any other Fund coming under the terms of this Agreement.

ARTICLE 20:00 JOINT TRADE COMMITTEE

20:01 To the end that the craft may be improved and the industry stabilized, a committee composed of employers and members of the Union shall meet at least every two (2) months, starting from the date this Agreement becomes effective, and during the life of this Agreement. Its terms of reference shall include interviewing prospective apprentices, establishing minimum qualifications for Journeymen, trade promotion, advertising, ethics, study of modern trends in the industry, the submission of drafts of proposed legislation as will tend to advance the interests of both parties and such matters as are of mutual interest. Members to be named upon ratification.

ARTICLE 21:00 SPECIAL PROJECTS CLAUSE

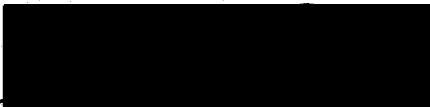
21:01 The parties hereto express their intent to consider amending certain provisions of this Collective Agreement, by way of an appendix, where this action appears necessary and appropriate for certain projects as specified because of project location, type or size.

ARTICLE 22:00 UNIFIED REMITTANCE OF FUNDS

- 22:01
- a) All Funds and Check-off payments shall be recorded and itemized on a unified Remittance Form. This form shall be supplied by the Union and shall make provisions for the listing of each Employee's name, Social Insurance Number and number of hours worked.
 - b) All Fund and Check-off remittances shall be consolidated into one (1) cheque payable to PAINTERS AND ALLIED TRADES, LOCAL 739 PAINTERS MEMBERSHIP SERVICES "IN TRUST" C/O Painters Union, 34 Higgins Avenue, Winnipeg MB R3B 0A5.
 - c) If the Employer has no Employees during a given month, he shall submit a "NIL" report unless it is clearly understood by all parties that he has declared himself out-of-business.
 - d) All monies required for the various Funds and Dues Check-offs required by the Collective Agreement are deemed to be held in Trust by the Employer until remitted as aforesaid.

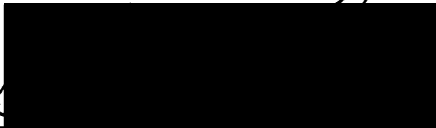
EACH OF THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AND
CAUSED IT TO BE SIGNED BY ITS DULY AUTHORIZED REPRESENTATIVE (S)
AS OF THIS 1st, DAY OF Jan, ~~2001~~ 2002.

SIGNED ON BEHALF OF: INTERNATIONAL UNION OF PAINTERS AND
ALLIED TRADES, LOCAL 739

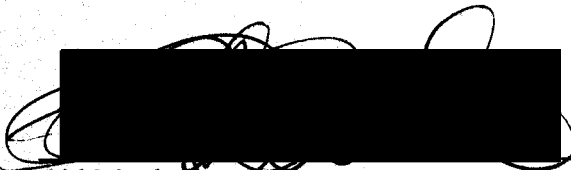


John Beedome
Business Manager

SIGNED ON BEHALF OF: CLR CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF SASKATCHEWAN INC.



Jim Christie
Trade Division Chairperson



Sid Matthews
CLR President

EMPLOYEE SIGN-ON FORM

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

Street Address: _____

Apt.No.: _____ PO 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** _____

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								

Supervisor _____ **Date** _____

Employee _____ **Date** _____