

# LETTER OF UNDERSTANDING

**Between**

**Each of the Unionized Employers in the Bricklayer/Tilesetter Trade Division of the Construction Industry on whose behalf the CLR Construction Labour Relations Association of Saskatchewan Inc. ("CLR"), as the Representative Employers' Organization, has entered into this Agreement;**

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

**- and -**

**International Union of Bricklayers and Allied Craftworkers Local 1 Saskatchewan**

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

**RE: 2008 Amendment - Provincial Tilesetters' Agreement (the "Agreement") and the International Masonry Institute**

WHEREAS the International Masonry Institute will become the Training Organization for Saskatchewan replacing the Tilesetters Training and Industry Trust Fund of Saskatchewan,

THEREFORE IT IS AGREED THAT effective Tuesday, January 1, 2008:

1. Article 13:02 (c) of the Provincial Tilesetters' Agreement is amended so that all contributions under this Article are to be remitted to the International Masonry Institute c/o, P.O. Box 29016, Regina, Saskatchewan, S4T 7X3.
2. Article 13:02 (d) of the Agreement is DELETED

FURTHER, IT IS AGREED that the terms and conditions of this Letter of Understanding shall be incorporated into an agreement which is the result of the renegotiation of the Saskatchewan Provincial Tilesetters' Agreement, which expires April 30, 2008.

Signed this 29<sup>th</sup> day of JANUARY, 2008.

SIGNED ON BEHALF OF: THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 1, SASKATCHEWAN



Clarence Medernach  
President/Secretary Treasurer

SIGNED ON BEHALF OF:

CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF SASKATCHEWAN INC.



Ed Steinhubl  
Trade Division Chairperson



Sid Matthews  
President

# **PROVINCIAL TILESETTERS' AGREEMENT**

**(For Commercial/Institutional and Residential Construction)**

**BETWEEN:**

**EACH OF THE UNIONIZED EMPLOYERS IN THE BRICKLAYER/TILESETTER 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 -**

**BRICKLAYERS & ALLIED CRAFTWORKERS  
LOCAL 1 SASKATCHEWAN**

**(Hereinafter Referred to as the "UNION")**

**Effective February 1, 2004  
Expires October 31, 2008**

# **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.
- DISPATCH POINT** - means Moose Jaw, Prince Albert, Regina or Saskatoon
- 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
  - Base/Precious/Other Metal Production Plants or Upgrades of any and all kinds
  - Pumping stations and compressor stations for Gas or Oil (excluding Municipal Sewage and Water Treatment Plants)
  - Cement, Lime and Gypsum Plants
  - In addition, industrial construction shall include such work as may reasonably be considered as industrial construction as mutually agreed by CLR and the Union.
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- 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 Bricklayers & Allied Craftworkers Local 1 Saskatchewan.
- QUALIFIED** - shall mean for all Employees to also include certification in the CODC Interactive "Rights and Responsibilities" course and the Vicom Safe-T-Disc CSTS course or equivalent.
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**ARTICLE            1:00            OBJECT**

1:01            The object of this Agreement is to stabilize the Industry, elevate the trade and promote peace and harmony between the Employer and the Union; to facilitate the peaceful adjustments of all disputes and grievances; to prevent strikes and lockouts, waste, expense and avoidable and unnecessary delays in construction and repair work.

1:02            **Special Projects**

The parties hereto may mutually agree in writing to amend the provisions of this Collective Agreement where this action appears necessary or appropriate for certain projects because of the project location, type or size, or the Owner's specifications.

**ARTICLE            2:00            SCOPE**

2:01            This Agreement shall apply to all work within the jurisdiction of the Bricklayers and Allied Craftworkers Union that relates to the jurisdiction of Tilesetters for Commercial, Institutional and Residential work within the geographical area of the Province of Saskatchewan. For Industrial work refer to the Saskatchewan Provincial Bricklayers' Agreement, excepting that:

- (a)            Contributions required under Article 14:02(c) and Appendix "B"(10.) of that Agreement are to be made to the "Tilesetters Training and Industry Trust Fund of Saskatchewan"; and
- (b)            Contributions to the Saskatchewan Masonry Institute required under Article 22:06 of that Agreement shall not apply to Tilesetter workers.

**ARTICLE            3:00            UNION RECOGNITION**

3:01            The Employer recognizes the Union as the sole collective bargaining agent for all Employees falling within the jurisdiction of the Union.

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**ARTICLE 4:00 UNION SECURITY, HIRING,  
SUBCONTRACTING**

- 4:01 The Employer agrees to hire only members of the Union as long as the Union has members available to supply the needs of the Employer. Every Employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of employment and every new Employee whose employment commences hereafter, shall, within (30) days after the commencement of 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, or apply for and maintain his membership in the Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.
- 4:02 The Employer shall deduct from the wages of each Employee who has signed a check-off authorization and transmit monthly to the Union (or to any agency designated by said Union for the collection of said money), the sum of 3% of total negotiated wage package for each hour worked. The remittance shall be accompanied by a statement of the names of the Employees from whom the sums have been deducted.
- 4:03 It is agreed that all working principals, partners, or shareholders must be members in good standing of the Bricklayers and Allied Craftworkers Union, Local #1 Saskatchewan. Under the terms of this Agreement, only two (2) principals, partners, or shareholders will be allowed to work on the tools or act as foreman on any job site. The Union will provide the Joint Conference Board with the names of such individuals. All other individuals performing a work function covered by the terms of this agreement will be considered employees.
- 4:04 The parties agree that if and when the Employer shall perform work of the type covered by this agreement at the site of a construction project, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work.
- 4:05 **Local Residents Preference**
- Notwithstanding anything in this agreement, local residents who are Union members shall have preference for employment providing they so qualify.
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4:06            **Sub-Contractor Clause**

Employers signatory to this Agreement shall have the right to sublet, transfer or assign their work within the work jurisdiction of the Union to any person, firm or corporation provided that such sub-contract, transfer or assignment is made conditional upon any person, firm or corporation so delegated to comply with the operating terms of the Agreement in force and effect.

4:07            All alleged violations of this Article shall be considered a dispute under this agreement and shall be processed in accordance with the grievance and arbitration provisions of this agreement. As a remedy for violation of this Article, the arbitrator or arbitration board appointed under this agreement shall be empowered at the Union's request to require the Employer to: . . . (1) . . pay to affected employees covered by this agreement, the equivalent of wages lost by such employees as a result of the violations, . (2) . . pay into the affected joint trust funds established under this Agreement any delinquent contribution to such funds which have resulted from the violations including such interest as may be prescribed by the arbitrator or arbitration board. Provision of this remedy shall not make it the exclusive remedy to the Union or violation of this Article, nor does it make same or other remedies unavailable to the Union for violation of other Articles of this Agreement.

**ARTICLE            5:00            JOB ACCESS, STEWARDS**

5:01            The President or authorized Union representative shall be granted access to all jobs covered by this Agreement in carrying out his regular duties after notifying the Management or authorized representative of his presence on the job.

5:02            There shall be no non-working steward(s). The Union shall notify the Contractor 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 within his appendix to be laid off, provided there is work available for which he is qualified, otherwise the Union will be notified in writing in a timely fashion in order to appoint a successor(s). The steward(s) shall not be discriminated against and shall receive his fair share of overtime work for which he is qualified.

**ARTICLE            6:00            TERMINATION OF EMPLOYMENT**

6:01            Laying off or discharging Employees covered by this Agreement shall be done through the Foreman of the particular trade concerned, or through Management.

6:02            In order to avoid unnecessary discrimination and ill feeling through discharge of any members, the Foreman or Tilesetting Superintendent shall advise the Employee and Job Steward as to the reason.

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**ARTICLE 7:00 MANAGEMENT RIGHTS**

- 7:01 The Union acknowledges that it is the exclusive function and right of the Employer subject to the terms of this Agreement to:
- (a) Operate and manage its business in all respects and in accordance with its commitments and responsibilities.
  - (b) Maintain order, discipline and efficiency.
  - (c) Make and alter from time to time, rules and regulations to be observed by the Employees.
  - (d) To direct the working force.
  - (e) Hire, promote, demote, transfer, rehire, lay off because of lack of work, recall, discipline, suspend and discharge for just cause, any Employee provided that any wrongful discipline, suspension or discharge will be subject to the Grievance Procedure provided herein.

**ARTICLE 8:00 WORK STOPPAGE**

- 8:01 The Company agrees that it will not cause or direct any lock-out of employees.
- 8:02 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.

**ARTICLE 9:00 GRIEVANCE PROCEDURE & ARBITRATION**

- 9:01 All differences between the Employer and the Union regarding the interpretation, application, operation or an alleged violation of this Agreement shall be settled without stoppage of work or lockout by negotiations as hereinafter provided. Jurisdictional disputes shall not be settled by this grievance procedure but rather as provided for in Article 10:00.
- 9:02 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 or an extension of time mutually agreed upon, either of the parties may proceed under Section 4.
- 9:03 An aggrieved Employee shall submit his complaint in writing to the Steward or, in his absence, the President of the Union who shall endeavour to settle the complaint between the Employee and his immediate supervisor.
- 9:04 If the complaint is not settled within three (3) days (excluding Saturdays, Sundays and Statutory Holidays), it may be referred to the Management of the Employer involved and the President or other authorized representative of the Union.
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If the Employer and the Union have not been able to resolve the grievance within the three (3) days, the matter shall be referred to the Joint Conference Committee to attempt to resolve the matter with the parties concerned.

9:05 If the parties fail to reach an agreement within seven (7) days under the above step, either party may, by written notices to the other party stating the nature of the difference, require the establishment of an Arbitration Board. Such written notices must be served within ten (10) days following the completion of the preceding step.

**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 9:05.

9:06 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 endeavour to select an independent Chairman.

9:07 If the two members fail to select a Chairman within five (5) days after the day on which the last of the two members is appointed, they shall request the Minister of the Department of Labour to select a Chairman.

9:08 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 any provision of the Agreement.

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9:09 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. The findings and decision of the majority of the members of a Arbitration Board on all arbitrable questions shall be binding on all parties.

9:10 Each party to the difference shall bear the expenses of its respective nominee to the Arbitration Board and the two parties shall bear equally the expenses of the Chairman.

## **ARTICLE 10:00 JURISDICTIONAL DISPUTES RESOLUTION**

10:01 Jurisdictional disputes involving workers employed under this Collective Agreement shall henceforth be resolved under the provisions of the Canadian Jurisdictional Disputes Plan in accordance with its rules and regulations and without work stoppage, slow down or other lack of production, and it is further agreed that a jurisdictional dispute shall in no way interfere with the progress or prosecution of work.

## **ARTICLE 11:00 HOURS OF WORK, OVERTIME, SHOW UP TIME, CALL OUTS, SHIFTS AND REST BREAKS**

11:01 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.

(a) **Hours of Work**

The regular work day shall consist of eight (8) hours in a day and the regular work week shall be forty (40) hours per week. All Employees who work a regular shift shall be given a one (1) hour lunch period, provided, however, the lunch period may be reduced to a thirty (30) minute period of time by mutual agreement of the Employees and the Employer.

(b) **Overtime**

All hours worked in excess of ten (10) hours in a day and all hours worked in excess of forty (40) hours in any one (1) week period shall be paid at time and one half (1.5x).

All hours worked on Recognized Holidays shall be paid at time and one half (1.5x).

(c) **Overtime Meals**

When non-scheduled overtime is worked in excess of two (2) hours beyond the regular work day, the Employer shall provide a suitable meal at no cost to the Employee to be consumed at the end of the normal shift or not later than the second overtime hour. Additional meals will be supplied at the end of each subsequent four (4) hours thereafter.

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**11:02 Show Up Time**

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

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

**11:03 Shifts**

The Contractor may establish multiple shifts. Shifts must remain in effect for a minimum of three (3) consecutive shifts, otherwise the employee shall come under the terms of the regular work day or work week.

Employees assigned from one shift to another shall receive at least twenty four (24) hours notice prior to such reassignment. In no case shall an employee suffer loss of regular weekly earnings due to a shift change.

**11:04 Rest Breaks**

Two ten (10) minute rest breaks will be allowed each day worked during normal working hours, one in the first half and one in the second half of each shift, or shifts. One rest break of ten (10) minutes will be permitted for every four (4) hours of overtime worked. Ten (10) minutes shall constitute a work break and the men shall not abuse this privilege. Employees shall not leave the jobsite.

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

**ARTICLE 12:00 RECOGNIZED HOLIDAYS AND VACATIONS**

12:01 (i) The recognized holidays shall be as follows:

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

- (ii) 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 and 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 appendix attached.
- (iii) When working a four day work week, any recognized holiday falling on a Friday shall be observed on the preceding Thursday.
- (iv) Any deviation to the foregoing must be agreed upon by the Joint Conference Committee.

12:02 Vacation pay shall be as set out in the appendices attached hereto.

## **ARTICLE 13:00 WAGE SCALES & FRINGE BENEFITS**

13:01 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.

The Total Package for journeymen shall be adjusted annually by an amount, not to exceed 3%, determined by calculating the average of the previous two (2) years change in percentage of the Consumer Price Index (CPI) for October - October for the Province of Saskatchewan as published by Statistics Canada. In the event the calculated average of the CPI is in excess of 3% or less than 0% the parties will meet to establish the adjusting amount for the respective year. Annual adjustments will take effect on the following dates:

Sunday, February 1, 2004  
Sunday, January 30, 2005  
Sunday, January 29, 2006  
Sunday, January 28, 2007  
Sunday, January 27, 2008

Example: For February 1, 2004 the adjustment is calculated as follows:

October 2002 - 2003	1.2%
October 2001 - 2002	3.2%
Total	4.4%
Average	2.2% = \$ 0.57 + \$25.92 = \$26.49 Total Package

13:02 **Fringe Benefits**

The Employer shall contribute to all fringe benefits and trust funds in accordance with the attached Appendix A and forming part of this Agreement.



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 such amounts separate and apart from his own monies and shall 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 held in Trust for the Trustees of that Trust Fund and such funds shall be separate from, and form no part of, the estate in liquidation, assignment, or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

The Employer authorizes the Parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer.

Deductions and contributions as defined in the Appendices shall be paid not later than the 15th day of the month following the month in which they were earned. Such payments shall be deposited in accordance with the designated place appearing on the Employer Report form provided.

The Employer shall contribute to the following Funds for each hour worked by each Employee performing Tilesetting work and shall remit such contributions, together with an Employer Report form provided for this purpose, according to the attached Appendix A and forming part of this Agreement

(a) **Health, Welfare & Dental Trust Fund**

Health, Welfare & Dental Trust Fund (Bricklayers and Allied Craftworkers Insurance Benefit Trust Fund of Alberta & Saskatchewan).

(b) **Pension Trust Fund**

Pension Trust Fund (Bricklayers and Allied Craftworkers Pension Fund of Alberta & Saskatchewan).

(c) **Training and Industry Trust Fund**

It is hereby agreed by and between the parties to this Agreement to establish and maintain a trust fund to be known as the "Tilesetters Training and Industry Trust Fund of Saskatchewan" which shall be jointly and equally trusteeed. Each Employer shall contribute to the Fund for each hour worked by each Employee performing tilesetting work and shall remit such contributions in accordance with the attached Appendix A and forming part of this Agreement.

The Joint Board of Trustees are hereby authorized to do all things necessary including the development of and entering into a Trust Agreement for and on behalf of the Employers and the Union.

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Further, the Joint Board of Trustees, at their discretion are hereby authorized to merge this Fund with another Masonry industry fund which in principle has the same objectives as this Fund.

(d) **International Masonry Institute**

At such time as a jointly trustee International Masonry Institute Trust Fund is established for Saskatchewan, or alternatively for Western Canada including Saskatchewan, each Employer shall contribute to such Trust Fund, an amount as determined by the Trustees of the Tilesetters Training and Industry Trust Fund of Saskatchewan for each hour worked by each Employee covered by this Agreement. A corresponding reduction of the contributions to the Tilesetters Training and Industry Trust Fund will be made to offset this contribution.

**ARTICLE 14:00 PAYMENT CONDITIONS**

- 14:01 Wages, including recognized Holidays and Annual Vacation pay, shall be paid by cash or cheque, or electronic direct deposit into the Employee's bank account of choice, at no cost to the Employee. The method of payment shall be as determined by the Employer. A printed confirmation of earnings and deductions shall be included with cash pay or cheque, or for electronic direct deposits delivered to the jobsite or mailed to the Employee's address on record.
- 14:02 When an employee is laid off, voluntarily terminates or is discharged for just cause, payment by cheque (or electronic direct deposit) of all monies owing, including a printed confirmation of earnings and deductions and a Record of Employment shall be made or mailed to the Employee's last known address not later than the pay day following termination, exempting clerical errors.
- 14:03 If Employees are kept waiting beyond time stated above, they shall be entitled to waiting time, up to a maximum of four (4) hours, at the regular rate of pay exempting clerical errors.
- 14:04 An Employee who misses two (2) consecutive shifts without notifying the Employer will be deemed to have quit without notice.

**ARTICLE 15:00 TERMINATION**

- 15:01 Employees will be laid off in accordance with the Labour Standards Act.
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**ARTICLE 16:00 GENERAL WORKING CONDITIONS**

16:01 The Employer shall provide or arrange for a suitable waterproof place for the purpose of a lunch room, which shall be heated in cold weather, for the Employees covered by this Agreement. An insured waterproof lockfast tool box shall be provided for the Employee's tools.

16:02 Each Journeyman must have in his possession on the job the following tools in first class condition:

- |                                |                               |
|--------------------------------|-------------------------------|
| 1 - Brick Hammer               | 1 - Rubber Hammer             |
| 1 - Brush                      | 2 - Spreaders, 1/4", 3/8"     |
| 1 - Builder's Square 24" x 16" | 1 - Tape Measure, 5M          |
| 3 - Chisels, 1", 1.5", 3"      | 1 - Tile Cutter               |
| 1 - Chalk Line                 | 1 - Tool Box                  |
| 1 - Level 24"                  | 2 - Trowels, Margin, Pointing |
| 1 - Level 48"                  |                               |

The Employer will maintain insurance to cover the Employee's tools against loss or damage by fire or theft by breaking and entering a storage place provided by the Employer and which the Employee has reported to the police.

16:03 All power tools for work covered by this Agreement shall be supplied by the Employer. The Employer shall supply waterproof gloves, aprons and goggles as required.

16:04 Any refusal of employees to conform to health and safety regulations after being duly warned shall be sufficient cause for dismissal.

16:05 Where a Health and Safety Committee has been established by the Employer or Client, an Employee elected/appointed to such a committee shall be allowed time without loss of pay to perform his duties with the committee. In appointing an Employee to participate, the Union Steward shall first be offered the position on the Committee.

16:06 All safety equipment and protective clothing required pursuant to any applicable Legislation and/or plant regulations shall be supplied and maintained by the Employer. This does not include safety boots which are supplied and maintained by the employee and hard hats except in situations where colour coded or specialized fire resistant hard hats are required by the client's regulations.

**ARTICLE 17:00 TRANSPORTATION**

17:01 **Transportation Allowance**

Employees working beyond the city limits of Regina or Saskatoon shall be paid a transportation allowance equal to his straight time rate for the actual travel time.

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17:02      **Transportation Expense**

When an Employee is required to supply his own transportation beyond the city limits of Regina or Saskatoon, the Employee shall be paid a transportation expense of thirty three cents (\$0.33) per road kilometer in addition to the transportation allowance in 17:01.

**ARTICLE      18:00      ROOM AND BOARD**

18:01      On out of town projects where Employees do not commute daily from the cities of Regina or Saskatoon the Employer shall pay reasonable expenses for room and board on behalf of the Employee. This provision is not intended to be a source of supplementary income. The Employer may require that each Employee who is paid expenses sign a form indicating that they qualify for and have incurred expenses in the amount of the payment.

**ARTICLE      19:00      GENDER CLAUSE**

19:01      Where the masculine gender is used in this Agreement it shall be considered to include the feminine gender.

**ARTICLE      20:00      CONTRACT ADMINISTRATION AND  
INDUSTRY DEVELOPMENT FEES**

20:01      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.

20:02      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/hour</u>	(Plus GST)
	<b>TOTAL</b>	<b><u>\$0.21/hour</u></b>	

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.

- 20:03 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.
- 20:04 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.
- 20:05 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 21:00 DURATION OF AGREEMENT**

- 21:01 This Agreement shall be in full force and effect from the date of signing until midnight, October 31, 2006 at which time the Parties have agreed will automatically be extended for a term of two (2) years expiring October 31, 2008 without any other changes to the Agreement. The Agreement and the extended Agreement will and shall remain in full force and effect until midnight, October 31, 2008 and thereafter from year to year provided that at any time not more than sixty (60) days and not less than thirty (30) days before October 31, 2008 or any extended term thereof, either Party may give to the other Party written notice to terminate the Agreement or to negotiate a revision thereof and should such notice be given, the Parties shall, in accordance with Saskatchewan Trade Union Act, bargain collectively with a view to renewal or revision of this 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 executed by the duly authorized representative(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

SIGNED ON BEHALF OF THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED  
CRAFTWORKERS LOCAL 1, SASKATCHEWAN

\_\_\_\_\_  
Clarence Medernach  
President/Secretary Treasurer

\_\_\_\_\_  
Mario Biasotto  
Tilesetter Negotiations Representative

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

\_\_\_\_\_  
Ed Steinhubl  
Trade Division Chairperson

\_\_\_\_\_  
Sid Matthews  
CLR President

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## APPENDIX A

### Tilesetter

#### 1. Union Recognition

The Employer recognizes the Union as the sole collective bargaining agent for all employees within the jurisdiction of the International Union of Bricklayers and Allied Craftworkers Local Union 1 Saskatchewan as outlined in the International Union Constitution of Bricklayers and Allied Craftworkers.

#### 2. Classification and Wage Rates

**EFFECTIVE FEBRUARY 1, 2004 TO JANUARY 29, 2005**

Classification	%	Basic Hourly Rate	Stat Hol Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Training & Industry Fund	Total Package
<b>Journeyman</b>		21.00	0.84	1.30	1.00	2.25	0.10	<b>\$26.49</b>
<b><u>Indentured Apprentices:</u></b>								
Level 3								
4000 - 5999 hours	80%	16.80	0.67	1.05	1.00	2.05	0.10	<b>\$21.67</b>
Level 2								
2001 - 3999 hours	65%	13.65	0.55	0.85	1.00	1.80	0.10	<b>\$17.95</b>
Level 1								
0 - 2000 hours	50%	10.50	0.42	0.66	1.00	1.55	0.10	<b>\$14.23</b>
Pre-Employment	65%	13.65	0.55	0.85	1.00	1.80	0.10	<b>\$17.95</b>
<b><u>Tilesetter Finishers:</u></b>								
1501 - 2000 hours		11.17	0.45	0.70	1.00	1.30	0.10	<b>\$14.72</b>
1001 - 1500 hours		10.61	0.42	0.66	1.00	1.30	0.10	<b>\$14.09</b>
501 - 1000 hours		10.06	0.40	0.63	0.00	0.00	0.10	<b>\$11.19</b>
0 - 500 hours		8.94	0.36	0.56	0.00	0.00	0.10	<b>\$ 9.96</b>

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**EFFECTIVE JANUARY 30, 2005 TO JANUARY 29, 2006**

Classification	%	Basic Hourly Rate	Stat Hol Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Training & Industry Fund	Total Package
<b>Journeyman</b>		21.24	0.85	1.32	1.05	2.50	0.10	<b>\$27.06</b>
<b><u>Indentured Apprentices:</u></b>								
Level 3								
4000 - 5999 hours	80%	16.99	0.68	1.06	1.05	2.25	0.10	<b>\$22.13</b>
Level 2								
2001 - 3999 hours	65%	13.81	0.55	0.86	1.05	2.00	0.10	<b>\$18.37</b>
Level 1								
0 - 2000 hours	50%	10.62	0.42	0.66	1.05	1.70	0.10	<b>\$14.55</b>
Pre-Employment	65%	13.81	0.55	0.86	1.05	2.00	0.10	<b>\$18.37</b>
<b><u>Tilesetter Finishers:</u></b>								
1501 - 2000 hours		11.41	0.46	0.71	1.05	1.30	0.10	<b>\$15.03</b>
1001 - 1500 hours		10.84	0.43	0.68	1.05	1.30	0.10	<b>\$14.40</b>
501 - 1000 hours		10.28	0.41	0.64	0.00	0.00	0.10	<b>\$11.43</b>
0 - 500 hours		9.13	0.37	0.57	0.00	0.00	0.10	<b>\$10.17</b>

**EFFECTIVE FEBRUARY 12, 2006 TO JANUARY 28, 2007**

Classification	%	Basic Hourly Rate	Stat Hol Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Training & Industry Fund	Total Package
<b>Journeyman</b>		21.49	0.86	1.34	1.10	2.75	0.20	<b>\$27.74</b>
<b><u>Indentured Apprentices:</u></b>								
Level 3								
4000 - 5999 hours	80%	17.19	0.69	1.07	1.10	2.45	0.20	<b>\$22.70</b>
Level 2								
2001 - 3999 hours	65%	13.97	0.56	0.87	1.10	2.20	0.20	<b>\$18.90</b>
Level 1								
0 - 2000 hours	50%	10.75	0.43	0.67	1.10	1.85	0.20	<b>\$15.00</b>
Pre-Employment	65%	13.97	0.56	0.87	1.10	2.20	0.20	<b>\$18.90</b>
<b><u>Tilesetter Finishers:</u></b>								
1501 - 2000 hours		11.70	0.47	0.73	1.10	1.30	0.20	<b>\$15.50</b>
1001 - 1500 hours		11.11	0.44	0.69	1.10	1.30	0.20	<b>\$14.84</b>
501 - 1000 hours		10.54	0.42	0.66	0.00	0.00	0.20	<b>\$11.82</b>
0 - 500 hours		9.36	0.37	0.58	0.00	0.00	0.20	<b>\$10.51</b>



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**EFFECTIVE JANUARY 28, 2007 TO JANUARY 27, 2008**

Classification	%	Basic Hourly Rate	Stat Hol Pay 4%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Training & Industry Fund	Total Package
Journeyman		21.78	0.87	1.36	1.10	2.75	0.35	\$28.21
<b><u>Indentured Apprentices:</u></b>								
Level 3								
4000 - 5999 hours	80%	17.42	0.70	1.09	1.10	2.45	0.35	\$23.11
Level 2								
2001 - 3999 hours	65%	14.16	0.57	0.88	1.10	2.20	0.35	\$19.26
Level 1								
0 - 2000 hours	50%	10.89	0.41	0.68	1.10	1.85	0.35	\$15.28
Pre-Employment	65%	14.16	0.57	0.88	1.10	2.20	0.35	\$19.26
<b><u>Tilesetter Finishers:</u></b>								
1501 - 2000 hours		11.90	0.48	0.74	1.10	1.30	0.35	\$15.87
1001 - 1500 hours		11.30	0.45	0.71	1.10	1.30	0.35	\$15.21
501 - 1000 hours		10.72	0.43	0.67	0.00	0.00	0.35	\$12.17
0 - 500 hours		9.52	0.38	0.59	0.00	0.00	0.35	\$10.84

**EFFECTIVE JANUARY 27, 2008 TO OCTOBER 31, 2008**

Classification	%	Basic Hourly Rate	Stat Hol Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Training & Industry Fund	Total Package
Journeyman		22.33	1.00	1.40	1.10	2.75	0.35	\$28.93
<b><u>Indentured Apprentices:</u></b>								
Level 3								
4000 - 5999 hours	80%	17.86	0.80	1.12	1.10	2.45	0.35	\$23.68
Level 2								
2001 - 3999 hours	65%	14.51	0.65	0.91	1.10	2.20	0.35	\$19.72
Level 1								
0 - 2000 hours	50%	11.17	0.50	0.70	1.10	1.85	0.35	\$15.67
Pre-Employment	65%	14.51	0.65	0.91	1.10	2.20	0.35	\$19.72
<b><u>Tilesetter Finishers:</u></b>								
1501 - 2000 hours		12.20	0.55	0.77	1.10	1.30	0.35	\$16.27
1001 - 1500 hours		11.59	0.52	0.73	1.10	1.30	0.35	\$15.59
501 - 1000 hours		10.99	0.49	0.69	0.00	0.00	0.35	\$12.52
0 - 500 hours		9.76	0.44	0.61	0.00	0.00	0.35	\$11.16

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**3. Journeymen**

A journeyman is a Tilersetter who holds a valid certificate for Tilersetters issued by the Saskatchewan Apprenticeship Commission or equivalent.

**4. Indentured Apprentices**

A worker must be registered with the Saskatchewan Apprenticeship Commission prior to being classified as an Indentured Apprentice. In order to advance to Level 2 or Level 3, the Indentured Apprentice, in addition to having worked the required hours, must have completed the required Technical Training prescribed for Tilersetters by the Saskatchewan Apprenticeship Commission.

**5. Tilersetter Finishers**

A worker, at the request of the employer must have successfully completed an established technical training program in order to commence or continue employment as a Tilersetter Finisher. Employer contributions to the Tilersetters Training and Industry Trust Fund of Saskatchewan shall be remitted for all hours worked by Tilersetter Finishers. Employer contributions to the Health and Welfare Trust Fund shall commence after 1000 hours. Employer contributions to the Pension Trust Fund of one dollar and thirty cents (\$1.30) for each hour worked shall commence after 1000 hours.

**6. Unclassified Workers**

A worker who does not meet the requirements to be classified as a Journeyman, Indentured Apprentice or Tilersetter Finisher shall be Unclassified. The rate of pay for an Unclassified worker will be set by the Employer, based on the experience and proficiency of the worker. In any event the rate of pay shall be no less than that of Tilersetter Finishers. Employer contributions to the Training and Industry Trust Fund and the Health and Welfare Fund shall be remitted for all hours worked by Unclassified Workers. The Employer shall contribute one dollar and thirty cents (\$1.30) for each hour worked by Unclassified Workers to the Pension Trust Fund.

**7. Journeyman Supervisor**

Journeyman Supervisor shall be paid as per mutual arrangement between the Supervisor and the Employer.

**8. Indentured Apprentices**

The rate of pay for Apprentices shall be as follows:

During the first 2,000 hours	50%
* During the second 2,000 hours	65%
* During the third 2,000 hours	80% (of the prevailing wages of a Journeyman)

**\*Note: Technical training must be completed prior to moving to the next pay level.**

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The above rates of pay will automatically be amended at such time as the Trade Advisory Board for Bricklayers to the Provincial Apprenticeship Board, or its successor, establish other rates as the standard minimums for Saskatchewan.

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

**9. Recognized Holiday Pay**

The Employer agrees to pay for recognized holidays in accordance with the provisions of the Saskatchewan Labour Standards Act and regulations made thereunder, except at the rate of four percent (4%) on straight time earnings.

**10. Vacation Pay**

The Employer agrees to pay for annual holidays in accordance with the provisions of the Saskatchewan Labour Standards Act and regulations made thereunder. All Employees shall be paid at the rate of six percent (6%) of gross earnings.

**11. Health and Welfare Fund**

The Employer shall contribute an amount per hour in accordance with Part 2, Classification and Wage Rates, of Appendix A for each hour worked by each Employee covered by this Agreement and shall remit such contributions to the "Bricklayers and Allied Craftworkers Insurance Benefit Trust Fund of Alberta and Saskatchewan", 9th Floor, 9707 - 110 Street, Edmonton, Alberta, T5K 3T4, together with the Report Form provided for this purpose.

**12. Pension Trust Fund**

The Employer shall contribute an amount per hour in accordance with Part 2, Classification and Wage Rates, of Appendix A for each hour worked by each Employee covered by this Agreement and shall remit such contributions to the "Bricklayers and Allied Craftworkers Pension Fund of Alberta and Saskatchewan", 9th Floor, 9707 - 110 Street, Edmonton, Alberta, T5K 3T4, together with the Report Form provided for this purpose.

**13. Training and Industry Trust Fund**

The Employer shall contribute an amount per hour in accordance with Part 2, Classification and Wage Rates, of Appendix A for each hour worked by each Employee covered by this Agreement and shall remit such contributions to the "Tilesetters Training and Industry Trust Fund of Saskatchewan", P.O. Box 29016, Regina, SK, S4T 7X3, together with the Report Form provided for this purpose.

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