

# **PROVINCIAL LABOURERS AGREEMENT**

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

THIS AGREEMENT ENTERED INTO BY AND BETWEEN:

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

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

**- AND -**

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

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

**Effective May 24, 2015  
Expires April 30, 2018**

# **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 complement 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

<b>BUILDING TRADES COUNCIL OR SPB &amp; CTC</b>	-	means the Saskatchewan Provincial Building and Construction Trades Council.
<b>CLR</b>	-	means CLR Construction Labour Relations Association of Saskatchewan Inc.
<b>CODC</b>	-	means CODC Construction Opportunities Development Council Inc.
<b>COMMERCIAL/INSTITUTIONAL CONSTRUCTION</b>	-	means all other construction work not specifically covered by the definition of Industrial Construction that is within the jurisdiction of Local Union #180.
<b>EMPLOYEE</b>	-	means anyone employed under the terms of this Agreement.
<b>EMPLOYER</b>	-	means a Company bound by the terms of this Collective Agreement.
<b>EQUIVALENT</b>	-	where the term equivalent is used throughout this agreement, the Parties shall, by mutual agreement, determine any question regarding equivalency.
<b>GENDER</b>	-	means where the masculine gender is used in this Agreement it shall be considered to include the feminine gender.
<b>INDUSTRIAL CONSTRUCTION</b>	-	Industrial construction shall mean construction work in respect of: <ul style="list-style-type: none"><li>○ Electrical Power Generation</li><li>○ Water Control Structures and Dams</li><li>○ The development of Mining and Smelting Properties</li><li>○ Oil Refineries, Upgraders and all forms of hydro carbon production, extraction or processing</li><li>○ The development of Chemical Plants from any and all forms of feed stocks or other sources</li><li>○ Pulp, Paper or Timber/Wood processing mills or sawmills</li><li>○ Toxic Waste Disposal Systems</li></ul>

- Production and Processing Plants for Natural Gas, LPG, Oxygen, Carbon Dioxide, or any other manufactured gases
- Base/Precious/Other Metal Production Plants or Upgrades of any and all kinds
- Pumping stations and compressor stations (excluding Municipal Sewage and Water Treatment Plants)
- Cement, Lime and Gypsum Plants
- Bridges and Tunnels
- Grain Terminals

**KM** - means kilometre by Road (not radius).

**LOCAL RESIDENT** - a local resident is a person who has resided within one hundred (100) kilometres of a project, but outside the cities of Regina and Saskatoon, for at least six (6) months immediately preceding the date of hire.

**LOCAL RESIDENCE** - a local person's residence is the place where he permanently maintains a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which he resides.

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

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

**LOCAL UNION OR UNION** - means the Construction and General Workers' Local Union #180.

**QUALIFIED** - shall mean to also include certification of First Aid with CPR, CODC Interactive Rights and Responsibilities course and the SCOT course (or equivalent).

**SUBCONTRACTOR** - means an individual, proprietorship, firm or corporation, etc. engaged, directly or indirectly, by the Employer to perform work within the jurisdiction of the Union.

## **ARTICLE 1:00 PURPOSE, SCOPE AND SPECIAL PROJECTS**

### **1:01 Purpose**

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

### **1:02 Scope**

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

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

### **1:03 Special Projects**

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

## **ARTICLE 2:00 CONTRACTING**

2:01 The Employer will not subcontract out any Labourer work, which is regularly and routinely performed by the Employer's own forces, unless such work is to a sub-contractor that agrees to be bound by the terms and conditions of this agreement.

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

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

- 3:01 The Employer recognizes the Union as the sole collective bargaining agent for all Employees within the jurisdiction of THE CONSTRUCTION AND GENERAL WORKERS' LOCAL UNION #180, REGINA, SASKATCHEWAN.
- 3:02 Every Employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new Employee whose employment commences hereafter shall, within thirty (30) days after the commencement in his employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of his employment, provided that any Employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by members of the Union.
- 3:03 **Hiring**
- The Employer shall hire only members of the Union in good standing through the appropriate Union office for the performance of all work within the scope of this Agreement. The Employer shall have the right to name hire all supervision and any Employee who had

been employed by the Employer at any time within the previous eighteen (18) months from the applicable local out-of-work list.

Work referral slips will not knowingly be issued by the Union to members who are inactive while on the respective EFAP Alcohol & Drug program nor will these members be knowingly dispatched to a contractor and or job site by the union.

3:04 The Union agrees to furnish qualified Employees and trainees on request. In the event the Local Union is unable to fill a requisition for Employees within a forty-eight (48) hour period (Saturdays, Sundays and recognized holidays excluded), the Employer shall have the right to employ qualified Employees and trainees from other available sources. All Employees shall obtain a clearance and/or referral slip from the appropriate Union Office before starting a job. At the request of the Employer, referral slips will be transmitted electronically to the project (telephone, facsimile or e-mail).

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

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

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

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

All training documentation must be provided by the employee to the union prior to dispatch and to the employer upon hire. It will be the Union's sole responsibility to keep copies of qualifications of all workers dispatched.

3:05 The Employer agrees to deduct and remit Union dues and other deductions in accordance with the following:

- a) Upon receipt of authorization from the Employee, the Employer shall deduct from all Employees coming within the scope of this Agreement, from the first pay period of each month, monthly Union dues, initiation fees, or other assessments in the amount prescribed by the Local Union.
- b) From each pay period, Union Field Dues in the amount calculated and/or prescribed by the Local Union.



3:06 Union dues and other deductions shall be remitted to the Local Union promptly by the 15th of the following month. Each remittance shall be accompanied by a list showing the name and social insurance number of the Employees on whose behalf the deduction was made; and showing opposite each name the amount of the deduction. For the field dues deducted the list shall show the figure on which the deduction was based.

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

3:08 **Job Access**

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

3:09 **Stewards**

The Local Union Representative shall have the right to appoint Job Stewards. Stewards shall have completed a Steward Training Course applicable to this trade. The Union shall notify the Employer in writing of the name(s) of its steward(s). The steward will be allowed reasonable time to perform his duties. The steward(s) shall be one (1) of the last two (2) Employees to be laid off, provided there is work available for which he is qualified, otherwise the Union will be notified in writing in a timely fashion in order to appoint a successor(s). The steward(s) or their alternates shall not be discriminated against and shall be entitled to work all available overtime for which he is qualified.

## **ARTICLE 4:00 TERMINATION OF EMPLOYMENT**

4:01 When reducing the work force on the job, the Employers shall lay off their Employees in the following sequence subject to the skills required to be maintained on the project:

- a) The potential member.
- b) The members of the Local in whose jurisdiction the work is being performed.

4:02 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 ("ROE") shall, be sent by mail to the Employee's last known address on the next week regular pay day

Records of Employment for Employment Insurance purposes may, at the sole discretion of the Employer, be submitted electronically or by paper forms to Service Canada and in accordance with Service Canada requirements. For an electronically submitted ROE a paper copy of the ROE shall be provided on request of an Employee.

- 4:03 Should the Employer fail to comply with the provisions set forth in Article 4:02, the matter may be sent to Arbitration starting with Article 7:00 Step (X). In this case, the Arbitrator may choose to award the grievor(s) a minimum of eight (8) hours pay at straight time rate for each day he is kept waiting.
- 4:04 Notice of layoff or discharge shall be given in accordance with the Saskatchewan Employment Act.
- 4:05 The Union will be supplied with a photocopy of the Employee's Record of Employment when requested.

**ARTICLE 5:00 MANAGEMENT RIGHTS**

5:01 The Employer retains full and exclusive authority for the management of its operation. The Employer shall direct his working forces at his sole prerogative including, but not limited to hiring, promoting, demoting, transferring, suspending, laying off, disciplining, and discharging for cause, and classifying and judging the suitability of Employees for various types of work. No rules, customs or practices shall be permitted or observed which limit or restrict production or limit or restrict the working effort of Employees. The Employer shall have the right to utilize the most efficient methods or techniques of construction, tools or labour saving devices.

There shall be no limitations upon the choice of materials or design. The Employer shall schedule work and shall determine when overtime will be worked. Nothing contained herein shall be exercised in a manner inconsistent with the provisions of this Agreement.

Subject to the provisions of this Agreement, the foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employer retains all legal and traditional rights not specifically covered by this Agreement.

**ARTICLE 6:00 WORK STOPPAGE**

- 6:01 No Employer subject to this Agreement shall cause a lock-out during the term of this Agreement.
- 6:02 No Employee bound by this Agreement shall strike during the term of this Agreement. No person, Employee or Trade Union shall declare, authorize or participate in a strike or other collective action which will stop or interfere with production or counsel a strike or collective action to be effective during its term. Violations of this Article will be cause for immediate termination without the right to grievance or rehire at the project.

**ARTICLE 7:00 GRIEVANCE PROCEDURE AND ARBITRATION**

7:01 It is the mutual desire of the Parties hereto, that complaints of Employees shall be adjusted as quickly as possible. The Foreman or Supervisor shall be given the opportunity to adjust a complaint. When a complaint is reduced to writing it shall be termed a grievance. Jurisdictional disputes shall not be settled by this grievance procedure.

7:02 A grievance shall mean any difference or dispute concerning the interpretation, application, administration or alleged violation of the Agreement and shall be handled in the following manner:

**Step I:** The aggrieved party shall discuss his complaint with his steward and the Foreman or immediate Supervisor, who shall endeavour to settle the complaint.

**Step II:** If the complaint is not settled within three (3) working days excluding Saturday, Sunday and recognized holidays, from the date there is evidence of a grievance having occurred, it shall be reduced to writing and referred to the Local Union's Business Representative.

**Step III:** If the grievance is not settled within twenty three (23) working days excluding Saturday, Sunday and recognized holidays, from the date there is evidence of a grievance having occurred, the grievance shall proceed to Arbitration at the request of either party.

**Step IV:** If the option in Step III is not exercised, the grievance shall proceed to Arbitration at the request of either party.

**Step V:** It is understood and agreed that any of the time limits herein may be extended by mutual agreement in writing.

**Step VI:** Any grievance between the Employer or the Union concerning the interpretation, application, administration or alleged violation of the Agreement shall be dealt with commencing with Step II.

**Optional Grievance Mediation**

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

1. The parties shall not refer a grievance to a grievance mediator unless they have agreed on the nature of any issues in dispute.
2. On a joint request by the parties, the Minister of Labour shall appoint a grievance mediator.

3. A grievance mediator appointed by the Minister shall begin proceedings within ten (10) days after being appointed or on any day that the parties jointly request.
4. Where the parties jointly request the appointment of a grievance mediator pursuant to this section, any provisions of the collective bargaining Agreement that impose a limitation of time with respect to the reference of a grievance to arbitration are deemed to be inoperative.
5. The grievance mediator shall endeavour to assist the parties to settle the grievance by mediation.
6. If the parties are unable to settle the grievance by mediation, the grievance mediator shall endeavour to assist the parties to agree on the material facts in dispute, and then the parties may determine the grievance in accordance with the arbitration provisions commencing with Step IV.

### **Arbitration**

- Step VII:** A request to proceed to Arbitration shall be made within five (5) working days excluding Saturday, Sunday and recognized holidays immediately following the time limits set forth in Step III.
- Step VIII:** A single Arbitrator shall be selected by both parties to hear any grievance which has been referred to Arbitration pursuant to this Agreement.
- Step IX:** Both Parties to the dispute shall share equally the expenses and fees of the Arbitrator.
- Step X:** When a Union or an Employer requests that a grievance be submitted to Arbitration, it shall make such a request in writing (Registered Mail) addressed to the other party. Within ten (10) working days after receipt of the notice to proceed to Arbitration, both parties shall mutually agree to the name of the Arbitrator. Failure to agree within the prescribed time limit shall result in the matter being referred to the Minister of Labour to select an Arbitrator.
- Step XI:** The Arbitrator shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement. The Arbitrator shall have the authority to vary or eliminate any disciplinary action or penalty imposed on an Employee when, in the opinion of the Arbitrator, an injustice has been done. The Arbitrator shall render his decision no later than fifteen (15) calendar days from the hearing date.
- Step XII:** The decision of the Arbitrator shall be final and binding on both Parties.

## **ARTICLE 8:00 JURISDICTIONAL DISPUTES RESOLUTION**

8:01 Jurisdictional disputes involving workers employed under this Collective Agreement shall henceforth be resolved under the provisions of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry covering the U.S. and Canada ("Canadian 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 9:00 HOURS OF WORK, OVERTIME, OVERTIME MEALS, SHIFTS, REST BREAKS, SHOW UP TIME, CALL OUTS**

### **9:01 Hours of Work**

This Article is designed to identify the regular hours of work and is not to be construed as a guarantee of hours of work per day, per week, or with respect to days in any week. Forty (40) hours shall constitute a regular work week. The Employer shall establish the initial regular work week schedule based on either the Five Day Work Week Schedule or the Four Day Work Week Schedule.

The established work week schedule may be changed by mutual agreement in writing between the Business Manager and the Employer.

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

The regular hours of work for all Employees working under the terms of this Agreement shall be as follows:

- i. The regular work week shall consist of eight (8) hours per day, Monday through Friday inclusive.
- ii. The regular hours of work shall be between the hours of 6:00 a.m. and 6:00 p.m., with one half (½) hour unpaid lunch period between the hours of 12:00 noon and 1:00 p.m.

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

- i. Upon the request of either party, the decision to change the work week to a four day work week schedule may be considered.
- ii. Prior to implementation, mutual agreement in writing between the Local Union and the Employer must be obtained setting out that the hours of work per week and per day is to be altered to ten (10) hours per day Monday to Thursday. After having obtained mutual agreement in writing, notice of change to the established

work week shall be given to each Employee by the Employer no later than quitting time on the last regular work day of the preceding week and the change shall take place at starting time on Monday of the following week.

- iii. The normal hours of work shall be between the hours of 6:00 a.m. and 6:00 p.m. , with one half (½) hour unpaid lunch period.
- iv. The work week in which a statutory holiday is observed will revert to three (3) days at ten (10) hours per day.

9:02 **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 pay for all hours of overtime Monday through Friday.

**b) Four Day Work Week Schedule**

- i. When working under the four (4) day work week schedule, Employees shall receive one and one-half times (1.5x) 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) times the Employee's regular rate of pay. Time worked on Fridays shall be considered scheduled work hours. 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 the weather conditions have caused lost time during the regular work week. A make-up day will only be worked during the same week that the time is lost. Work performed on a make-up day shall be paid at the regular straight time rate for the first ten (10) hours to a maximum of forty (40) hours per week (not including show up time) after which the time and one-half (1.5x) 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 considered scheduled work hours.

All hours worked on Saturdays shall be paid at time and one-half (1.5x) rates.

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

Monday through Friday each Employee must have worked all the available scheduled straight time hours of a day before receiving overtime pay for hours worked thereafter on the same day. Further, an employee must work all available straight time hours in a week before qualifying for overtime rates in the same week. Overtime rate eligibility is not impacted by confirmed medical absences and family emergencies. In addition, time off arising from approved leaves of absences does not impact eligibility for overtime rates unless notice of said impact is given to the employee at the time the leave is approved.

**Occupied Premises**

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

9:03 **Overtime Meals**

When an Employee is requested and agrees to work more than two (2) hours beyond the regularly scheduled shift, a free meal (hot when possible) and beverage will be provided. The meal will be provided immediately after the first two (2) hours of such additional time and at each four (4) hour interval thereafter. The Employee shall be allowed a twenty (20) minute meal break and shall be compensated at the applicable rate of pay. In the event that a meal and meal break is not provided, the Employee shall receive a meal allowance of [REDACTED]

9:04 **Shifts**

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

9:05 **Rest Breaks**

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

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

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

9:06 **Show Up Time**

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

9:07 **Call Outs**

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

**ARTICLE 10:00 RECOGNIZED HOLIDAYS AND VACATIONS**

10:01

a) The recognized holidays shall be as follows:

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

b) Under no circumstances shall any work be performed on Labour Day except in cases of emergency involving life or property. When a recognized holiday falls on a Saturday or Sunday, the next following work day shall be taken as an alternate day off. When two (2) recognized holidays fall on a succeeding Saturday or Sunday, the following Monday and Tuesday shall be taken off as alternate days. Employees who are required to work on a recognized holiday shall receive appropriate overtime. Holiday pay shall be as set out in the Appendices attached.

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

d) Any deviation to the foregoing must be mutually agreed upon by the Employer and Union Business Representative.

10:02 Recognized holiday pay shall accrue at four and one-half percent (4.5%) of straight time earnings, and shall be paid each pay period with the Employee's regular pay.

**ARTICLE 11:00 ANNUAL VACATION**

11:01 Annual vacation pay shall accrue at six percent (6%) of gross earnings and shall be paid each pay period with the Employee's regular pay.

**ARTICLE 12:00 WAGE SCALES AND FRINGE BENEFITS**

12:01 **Wages**

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

Wages shall be paid every two (2) weeks by cheque, or electronic direct deposit into the Employee's bank account of choice, at no cost to the Employee. A printed confirmation of



earnings and deductions shall be included with cheque, or for electronic direct deposits mailed to the employee's address on record. Wages shall be paid to each Employee at least every second Friday. The work week for payroll purposes shall generally end at Saturday midnight. The Employer may withhold a reasonable amount of wages, not to exceed one (1) week's wages, in order that the payroll may be prepared. Should five (5) days' pay be held in hand, a new Labourer may apply for an advance in wages during the first pay period and such advance shall not be greater than the amount of wages actually earned. The Employer has the option to use electronic pay stubs.

### **Fringe Benefits**

- 12:02 The Employer shall contribute to all fringe benefits and trust funds in accordance with the attached Appendix A and forming part of this Agreement. Contributions to all trust funds shall be calculated in accordance with the applicable rate per hour stipulated in the attached appendixes for each hour worked by the Employee.
- 12:03 Where an Employee performs work that would require the Employer to contribute hourly contributions to each of the trust funds in the amounts specified in this Collective Agreement, then the Employer shall keep, and shall be deemed to have kept, such amounts separate and apart from his own monies and shall be deemed to hold the sums so deducted in trust on behalf of Employees until the Employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment, or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable trust fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the applicable fund as is herein before provided for, is deemed to be held in trust for the Trustees of that trust fund and such funds shall be deemed to be separate from, and form no part of, the estate in liquidation, assignment, or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.
- 12:04 The Employer authorizes the Parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer.

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

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

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

#### **b) Pension Trust Fund**

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

**c) Training Trust Fund**

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

**d) Employee and Family Assistance Plan**

The CODC PRO Care Plan is an industry-funded employee and family assistance plan for employees and their eligible family members according to the participation of sponsoring organizations and employers as well as Plan eligibility rules.

Employees must be enrolled in the Plan by their employer to become eligible for Plan benefits, subject to the Plan eligibility rules. An individual employee cannot self-enroll in the Plan.

**Remittances and Reports**

- i. Employers are required to remit the Contract Administration and Industry Development fees and the monthly CODC Employer Report Form to CODC by the 15<sup>th</sup> of the month following the month in which the hours were worked.
- ii. Employers must also submit the monthly Employee Data Report to the PRO Care Plan by the 15<sup>th</sup> of the month following to facilitate the confidential determination of eligibility by the EFAP provider. There are three ways to submit this data:
  - Entering the data directly on the CODC website: [www.codc.ca/procare](http://www.codc.ca/procare)
  - Uploading an excel spreadsheet in the required format to the website (a sample spreadsheet can be downloaded from the website)
  - Forwarding an excel spreadsheet in the required format electronically to [procare@sasktel.net](mailto:procare@sasktel.net).

**Hard copies of data will not be accepted.**

**ARTICLE 13:00 APPRENTICES**

13:01 Rate increases shall only be awarded upon the successful completion of each level of Apprenticeship Training as recognized by the Saskatchewan Apprenticeship and Trade Certification Commission, and after the Apprentice has worked the required number of hours.

13:02 The Employer recognizes the Saskatchewan Labourers' Joint Training Committee and shall allow a representative of the Committee access to the site to perform functions related to apprenticeship and training administration provided that such functions do not interfere

with the progress of the work. The Employer further agrees to fill out verifications of Trade Experience and give them to the Apprentice upon termination.

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

- 13:03 Preference of employment shall be granted to all indentured Apprentices in order to provide a reasonable opportunity for those indentured to complete their apprenticeship.
- 13:04 The maximum ratio of Apprentices to Journeyman on the job shall be one (1) Apprentice to every Journeyman.
- 13:05 All Apprentices shall work with the tools of the trade and shall only do work customarily done by Journeymen; it being understood that each Apprentice be under supervision of a Journeyman.

## **ARTICLE 14:00 GENERAL WORKING CONDITIONS**

- 14:01 The Employer shall provide clean, ventilated and heated lunch rooms with benches and tables with adequate size and seating capacity to accommodate the number of people using the facility. Areas required for eating and changing shall be kept free of tools and equipment.
- 14:02 Fresh drinking water in closed containers and individual paper cups shall be provided daily on all jobs.
- 14:03 The Employer shall provide suitable clean, enclosed, sanitary facilities, chemical or flush, heated in cold weather where practical. The Employees shall cooperate with the Employer in keeping these facilities clean. The Employer shall supply suitable dry type hand cleaner and towelling.
- 14:04 Suitable rain gear and protective clothing and equipment shall be provided by the Employer when safety, weather, or working conditions dictate their use or when required by the Employer. Gloves shall be provided on an exchange basis.
- 14:05 Where site development permits, the Employer shall provide the Employees with adequate car parking facilities including plug ins in cold weather.

## ARTICLE 15:00 SAFETY

15:01 It is agreed that Employers and Employees shall maintain and abide by all site safety regulations as established by the Owner or Project Manager and all applicable provincial and/or federal safety legislation.

15:02 The Parties to this Agreement recognize the mutual value of improving, by all proper and reasonable means, the safety of the individual workman and shall participate in and promote such safety programs including W.H.M.I.S. training in order to enhance the best interest of the Project.

The Employer shall be responsible to train all Employees on W.H.M.I.S. Training. The Union shall endeavour to supply Employees who are qualified in W.H.M.I.S. and confined vessel entry procedure.

15:03 It is understood and agreed that the Employers and Employees shall at all times comply with the Accident Prevention Regulations made pursuant to the current Occupational Health Act, and any refusal on the part of the worker to work or to continue to work in contravention of such regulation shall not be deemed to be a breach of this Agreement.

15:04 A qualified Safety Site Representative shall be on site.

15:05 An Employee who is injured while working for the Employer and who is sent home because of such injury shall receive pay up to the end of the shift in which he was injured. The Job Steward will be allowed time to gather the injured worker's personal belongings as soon as possible after the accident and if the case warrants it, the Employer shall designate someone to accompany the injured worker to the doctor or hospital without loss of pay for the regular shift.

### 15:06 Safety Orientation

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

It is the responsibility of each Employee to hold current certification and maintain certification in Part 1 and Part 2. Employees requiring recertification in Part 1 and Part 2 shall be allowed a two (2) week grace period in which to recertify. Employee must produce a copy of this certification on initial hire, as well as certification of any other training that they have completed.

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

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

As a condition of employment it is the sole responsibility of each and every employee to obtain, hold and maintain all current certification(s) in any and all legislated safety training requirements (i.e. WHMIS, Fall Arrest, etc.) that are trade specific and/or specific to the construction industry as a whole. Supporting documentation of all legislated training must be provided by the employee to the Union prior to dispatch and to the employer upon hire and may be further requested by the employer at any time during the duration of their employment. Prior to the expiration of any certification, the Employer will notify the Employee of the pending expiration and give the Employee reasonable time to renew their certification.

Further, prior to arriving at site, employees shall hold current certification for the specific tasks identified in the dispatch request, such as Spark Watch, Confined Space Watch and so on. If the employee has to be trained after dispatch, all costs borne by the Employer shall be reimbursed by the Training Fund.

**ARTICLE 16:00 TRANSPORTATION**

**16:01 Local Residents**

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

**16:02 Free Zone**

Sixty (60) road kilometres around the project site shall comprise a Free Zone where no Travel Allowance, Travel Expense or Room and Board, or Subsistence shall be provided.

**16:03 Transportation Allowance**

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

<b>Zone</b>	<b>Range</b>	<b>Rate</b>	<b>Zone Multiplier</b>
FREE ZONE	0 - 60 km	Nil	0
ZONE 1	61 - 100 km	Basic pay rate	X 1
ZONE 2	101 - 200 km	Basic pay rate	X 2
ZONE 3	201 - 300 km	Basic pay rate	X 3
ZONE 4	301 - 400 km	Basic pay rate	X 4

**16:04 Transportation Expense**

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

The transportation expense shall be the vehicle allowance rate published by Canada Revenue Agency for the maximum rate (generally for the first 5,000 km). The transportation expense shall be adjusted as the CRA rate changes and become effective on the same date as the next wage adjustments.

**ARTICLE 17:00 ROOM AND BOARD, SUBSISTENCE OR CAMPS**

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

17:01 On out of town projects where Employees do not commute daily from the cities of Regina, Saskatoon, or Prince Albert the Employer shall provide, at his option, one of the following:

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

**17:02 Room and Board**

With respect to suitable room and board it is agreed that no more than one (1) person will be required to be lodged in one room. In lieu of providing board the Employer shall supply each Employee board allowance of [REDACTED] per day.

**17:03 Subsistence Allowance**

- a) The daily subsistence allowance per calendar day worked shall be as follows, effective:

May 24, 2015 [REDACTED]

May 1, 2016 [REDACTED]

- b) Subsistence Allowance will be paid for bad weather days and make-up days which occur within the work week and for any recognized holiday which falls on a scheduled work day, other than a Monday or Friday (Monday or Thursday on a four day work week schedule), provided the Employee reports for work on the work day immediately preceding and following the recognized holiday.
- c) An Employee shall forfeit subsistence allowance for absenteeism on any working day. When an Employee is absent on the working day immediately preceding or following bad weather days or recognized holidays, he shall forfeit subsistence allowance for such absenteeism and for the bad weather days or recognized holidays. When Saturday is not a working day and an Employee is absent on Friday when work is available, he shall forfeit subsistence allowance for Friday and for Saturday. When Sunday is not a working day and

an Employee is absent on Monday when work is available, he shall forfeit subsistence allowance of Sunday and for Monday. When Friday is not a working day and an Employee is absent on Thursday when work is available, he shall forfeit subsistence for Thursday, Friday and Saturday.

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

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

**17:04 Camps**

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

**ARTICLE 18:00 SAVINGS CLAUSE**

18:01 If any provision of this Agreement is in conflict with the laws or regulations of Canada or Saskatchewan, such provision shall be superseded by such law or regulation.

**ARTICLE 19:00 FAVOURED NATIONS**

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

**ARTICLE 20:00 BUILDING TRADES PER CAPITA**

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

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

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

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

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

a)	SPB & CTC	████████/hour	(GST N/A)
	CODC Fund	████████/hour	(Plus GST)
b)	CLR	████████/hour	(Plus GST)
	CODC Fund	████████/hour	(Plus GST)
	<b>TOTAL</b>	<b>████████/hour</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.

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

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



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

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

22:01 The local Union may, in order to secure jobs for its members and contracts for Employers who are bound by this Agreement, but are bidding on contracts against contractors who are not parties to this Collective Agreement, amend or delete any of the terms and conditions in this Collective Agreement subject to the terms of Appendix "B".

## **ARTICLE 23:00 DURATION OF AGREEMENT**

23:01 This Agreement shall become effective May 24, 2015 and shall remain in full force and effect until April 30, 2018 or thereafter from year to year provided that any time not more than one hundred and twenty (120) days and not less than sixty (60) days prior to expiry, either party may give the other party written notice to negotiate revisions thereto, and should such notice be given, the Parties shall, in accordance with the Saskatchewan Employment Act, bargain collectively with a view to renewal or revision of the Agreement or the conclusion of a new Agreement.

EACH OF THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT AND CAUSED IT TO BE SIGNED BY ITS DULY AUTHORIZED REPRESENTATIVE(S) THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

SIGNED ON BEHALF OF:                      THE CONSTRUCTION AND GENERAL WORKERS' LOCAL UNION, LOCAL #180, REGINA, SASKATCHEWAN

\_\_\_\_\_  
Lori Sali  
Business Manager

\_\_\_\_\_  
Daryl Duke  
Executive Board Member, Local 180

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

\_\_\_\_\_

\_\_\_\_\_  
Warren Douglas  
CLR Executive Director

## APPENDIX A

### Commercial and Institutional Rates

#### 1. Classification and Wage Rates

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

#### A. Effective May 24, 2015

Classification	%	Basic Hourly Rate	Stat Hol Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Total Pckg
Class 2		████	████	████	████	████	████	████
Journeyman	100%	████	████	████	████	████	████	████
Uncertified		████	████	████	████	████	████	████
Apprentices: Level Two 1201 - 2400	85%	████	████	████	████	████	████	████
Level One 301 - 1200	75%	████	████	████	████	████	████	████
Level One 000 - 300	65%	████	████	████	████	████	████	████

**B. Effective May 1, 2016**

Classification	%	Basic Hourly Rate	Stat Hol Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Total Pckg
Class 2		████	████	████	████	████	████	████
Journeyman	100%	████	████	████	████	████	████	████
Uncertified		████	████	████	████	████	████	████
<b>Apprentices:</b>								
Level Two 1201 - 2400	85%	████	████	████	████	████	████	████
Level One 301 - 1200	75%	████	████	████	████	████	████	████
Level One 000 - 300	65%	████	████	████	████	████	████	████

**C. Effective April 30, 2017**

Classification	%	Basic Hourly Rate	Stat Hol Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Total Pckg
Class 2		████	████	████	████	████	████	████
Journeyman	100%	████	████	████	████	████	████	████
Uncertified		████	████	████	████	████	████	████
<b>Apprentices:</b>								
Level Two 1201 - 2400	85%	████	████	████	████	████	████	████
Level One 301 - 1200	75%	████	████	████	████	████	████	████
Level One 000 - 300	65%	████	████	████	████	████	████	████

**Foreman** [REDACTED] above the Journeyman rate.

**Foremen who have completed the CODC Better SuperVision Course or Commercial equivalent: 12% above the Journeyman Rate (these courses require completion of the "Field Attestment" and Leadership for Safety Excellence).**

**(Whenever possible, the Employer will utilize a Labourer Foreman to supervise Labourer work. The Employer will give preference when requiring foremen to Journeyman labourers who have completed the CODC ©Better SuperVision Course or Commercial equivalent .)**

- Class 2 labourer** - is a bricklayer helper grade one, forms setter or concrete labourer grade one.
- Journeyman** - is a labourer who has completed the training program and become certified in accordance with the standards established by the Saskatchewan Apprenticeship and Trade Certification Commission or under the Construction Craft Labourer Occupation Regulations for the Province of Alberta.
- Uncertified labourer** - is a labourer who has worked more than 3600 hours as a labourer but who has not been certified by the Saskatchewan Apprenticeship and Trade Certification Commission.

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

## **2. Apprentices, Certification**

The training and certification of Construction Craft Labourers in Saskatchewan shall occur in accordance with the standards established by the Saskatchewan Apprenticeship and Trade Certification Commission.

In order to advance to Level 2 the apprentice, in addition to having worked the required hours, must also have met the standards of the Construction Craft Labourer Training Program of the Saskatchewan Apprenticeship and Trade Certification Commission.

Final Level apprentices shall be excluded from the calculation of journeyperson to apprentice ratio.

The Employer may employ one (1) apprentice for each journeyman labourer employed.

## **3. Health & Welfare Trust Fund**

### **Employer Contribution**

Each Employer subject hereto shall contribute the amount established in the respective wage schedule for each and every hour worked by an Employee covered by this Agreement to the Labourers Health and Welfare Trust Fund of Western Canada. Contributions for the said Fund shall be made by the 15th of the month following the month for which such

contributions are payable and forwarded to: Funds Administrative Service, 9th Floor, 9707 - 110th Street, Edmonton, AB, T5K 3T4.

The contribution rate for Uncertified Labourers shall be the amount established in the respective wage schedule for each and every hour worked.

**Employee Contribution**

The Employees agree to contribute to the Trust Fund an additional per hour worked, which amount shall be deducted from the Employee's wages by the Employer and paid to the Health & Welfare Trust Account. The Union agrees they will never ask the Employer to match any contributions made by the Employee under this clause.

**4. Pension Trust Fund**

The Employer shall contribute an amount established in the respective wage schedule) for each and every hour worked by an Employee covered by this Agreement to the Labourers Pension Fund of Western Canada. Contributions for the said Fund shall be made by the 15th of the month following the month for which such contributions are payable and forwarded to: Funds Administrative Service, 9th Floor, 9707 - 110th Street, Edmonton, AB, T5K 3T4.

The contribution rate for Uncertified Labourers shall be the amount established in the respective wage schedule for each and every hour worked.

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

**5. Training Trust Fund**

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

**6. Employee and Family Assistance Plan**

Each Employer subject hereto shall submit the monthly Employee Data Report to the CODC PRO Care Plan by the 15<sup>th</sup> of the month following to facilitate the confidential determination of eligibility by the EFAP provider.

## **APPENDIX B**

### **Enabling Procedures**

1. The term "enabled project" means a project or job covered by the Enabling Clause Information Sheet forming part of this Appendix.
2. An Employer wishing to obtain agreement for an enabled project shall complete the Enabling Clause Information Sheet and forward it to the Local Union.
3. In the event that the Local Union is prepared to amend or delete any of the terms or conditions in this Collective Agreement it shall, under the signature of the Local Union Business Representative or his designate, complete the Enabling Clause Information Sheet by certifying those terms or conditions which are to be amended or deleted and, in the case of an amendment, particulars of the amendment.
4. The Local Union shall, at the time when the Enabling Clause Information Sheet is signed by the Local Union and is returned to the Employer, advise CLR Construction Labour Relations Association of Saskatchewan Inc. that it has agreed to an enabled project and file a copy of the enabling terms with CLR. The Local Union agrees, subject to the terms of this Appendix, to offer the same terms and conditions to other Employers bidding on the enabled project.
5. The Employer shall, upon receipt of the Enabling Clause Information Sheet signed by the Local Union, be entitled to bid on the enabled project using the terms contained in the Enabling Clause Information Sheet. Except as specifically modified in the Enabling Clause Information Sheet, the Employer shall be governed by the terms and conditions of this Collective Agreement.
6. The parties specifically acknowledge and agree that the issuance of an Enabling Clause Information Sheet shall be at the sole discretion of the Local Union. The parties further acknowledge and agree as follows:
  - a) the terms and conditions granted in respect to an enabled project apply only to Employers, whether contractors, subcontractors or otherwise, who are parties to this Collective Agreement.
  - b) where an Employer subcontracts work to a party who is not a party to this Collective Agreement, the Enabling Clause Information Sheet signed by the Local Union shall be of no effect and the Employer shall not be entitled to rely upon any of the terms and conditions set out in the Enabling Clause Information Sheet but shall be subject to the terms and conditions of this Collective Agreement.
  - c) where an Employer is, in the opinion of the Local Union, in any way, associated or affiliated with, or the directors, officers or employees of an Employer carry on the same or a similar business through, an entity that is not a party to this Collective Agreement (such an entity being hereafter referred to as a "related organization"), that Employer shall not be eligible to obtain or rely upon an Enabling Clause Information Sheet under this Appendix nor shall such Employer be entitled to any information on the terms of an Enabling Clause Information Sheet issued to any other Employer under this Appendix unless the Employer

provides assurances, satisfactory to the Local Union, that the enabled project will only be bid by it and not by any related organization.

7. The terms of an Enabling Clause Information Sheet shall continue for the duration of the enabled project notwithstanding that this Collective Agreement may expire prior to the completion of the project.
8. The exercise by the Local Union of any discretion under this Appendix shall not be subject to any grievance or arbitration procedure.



# ENABLING CLAUSE INFORMATION SHEET

DATE: \_\_\_\_\_

TO: Local Union  FROM:	Telephone: _____ Facsimile: _____ Telephone: _____ Facsimile: _____
------------------------------	--

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

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

OWNER: \_\_\_\_\_

LOCATION: \_\_\_\_\_

VALUE: \_\_\_\_\_ BID TO: \_\_\_\_\_

TENDER CLOSING DATE: \_\_\_\_\_ PEAK MANPOWER: \_\_\_\_\_

START DATE: \_\_\_\_\_ COMPLETION DATE: \_\_\_\_\_

<b>KNOWN BIDDERS:</b>	
<b>UNION</b>	<b>NON-UNION</b>

The following items are agreed to for the duration of this project only.

<b>ITEM</b>	<b>DESCRIPTION</b>

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

\_\_\_\_\_  
Business Representative, Local Union

\_\_\_\_\_  
Contractor Representative