

# **PROVINCIAL MILLWRIGHTS' AGREEMENT**

BETWEEN:

**EACH OF THE UNIONIZED EMPLOYERS IN THE MILLWRIGHTS 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 -**

**LOCAL UNION #1021 (MILLWRIGHTS) OF THE UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF AMERICA;**

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

**Effective March 8, 2015  
Expires April 30, 2017**

# **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

**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.

**EMPLOYEE**

- means anyone employed under the terms of this Agreement.

**EMPLOYER**

- means a Company bound by the terms of this Collective Agreement.

**EQUIVALENT**

- where the term equivalent is used throughout this agreement, the Parties shall, by mutual agreement, determine any question regarding equivalency.

**HOTEL RECEIPT**

- for the purpose of reimbursement of the subsistence allowance, at the applicable rate, as provided in Article 9:04(a) shall mean a paid original official hotel receipt (not a photocopy) which includes the following information

- o Name and location of the hotel
- o Date of the stay
- o Name of the guest
- o Room number
- o GST registration number

**LOCAL RESIDENT**

- a local resident is a person who has resided within eighty (80) kilometres of a project, but outside the cities of Regina and Saskatoon, for at least six (6) months immediately preceding the date of hire.

**LOCAL UNION OR UNION**

- means Local Union #1021 (Millwrights) of the United Brotherhood of Carpenters and Joiners of America

**QUALIFIED**

- shall mean to also include certification in the CODC Interactive "Rights and Responsibilities" course and the SCOT course or equivalent.

Further, qualified shall also mean to include enrollment in or completion of apprenticeship training programs, the successful pass of exams and having worked the required hours of the apprenticeship training program requirement.

**RESIDENCE**

- is the place where an Employee permanently maintains a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which he resides.

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

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

For travellers from outside Saskatchewan only:

- Traveller may present a travel card document from their home local union to the Saskatchewan local union, which includes the worker's home local union membership number, plus any one of the 4 documents required above.

**ARTICLE 1:00 PURPOSE**

- 1:01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its Employees and to provide for the prompt and equitable disposition of grievances without stoppages of work, and to establish and maintain satisfactory working conditions, hours of work, and wages for all Employees who are subject to the provisions of this Agreement.
- 1:02 The Employer recognizes the Union as the exclusive bargaining agent for all Employees of the Employer when engaged as Millwrights (including Foremen, Journeymen and Apprentices) employed and all other Employees executing this Agreement as hereinafter provided.

**ARTICLE 2:00 DURATION OF AGREEMENT**

- 2:01 The Agreement shall be effective from Mach 8, 2015, and shall remain in full force and effect until midnight, April 30, 2017 and thereafter from year to year provided that at any time not more than sixty (60) days and not less than thirty (30) days before the expiry date or any extend term thereof, either Party may give to the other Party written notice to negotiate a revision of the Agreement and should such notice be given, the Parties shall, in accordance with the Saskatchewan Trade Union Act, bargain collectively with a view to renewal or revision of this Agreement or the conclusion of a new Agreement.
- 2:02 The Parties further agree that they, by mutual consent, will 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.

**ARTICLE 3:00 GEOGRAPHICAL JURISDICTION**

- 3:01 The terms of the Agreement shall apply within the boundaries of the Province of Saskatchewan and shall cover all industrial construction and work undertaken by the Employer within the agreed jurisdiction of the United Brotherhood of Carpenters and Joiners of America (Millwrights) Local #1021.

**ARTICLE 4:00 UNION SECURITY**

- 4:01 Every Employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new Employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his employment, apply for and maintain membership in the Union as a condition of his employment, provided that any Employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the

Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

- 4:02 The Employer agrees to deduct and remit uniform Union Dues, Assessments and/or Initiation Fees, voluntarily authorized by the Employee in writing and shall deduct from the first pay period of each month, sums for monthly dues and assessments as may be notified in writing by the Union. Such deductions shall be forwarded to the Saskatchewan Regional Council of Carpenters, Drywall, Millwrights and Allied Workers on or before the fifteenth (15) day of the month following which such deductions were collected. The remittance shall be accompanied by a statement of the names of the Employees from whom the sums have been deducted.

Where practical, the Employer shall include Union hourly field dues deducted from an Employee on their T4 slip.

- 4:03 When Millwrights are required, they shall be hired through the Union. If qualified men are not available from the Union within forty-eight (48) hours of the request, the Employer may hire qualified Millwrights from any available source.

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

Where the Union is unable to supply the requested number of apprentices, the Employer may start new apprentices. Upon reporting for work, all new Apprentices must be reported to the Union. The ratio of apprentices to journeyman shall not exceed the ratio established by the Saskatchewan Apprenticeship and Trade Certification Commission. It is the intent that the Employer may, from time to time, be able to start and hire new apprentices subject to the Union's review of the applicant against the Millwright aptitude/qualification process.

- 4:04 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. Where the Employer provides additional training during the employ of the member the Employer will endeavour to update the Union regarding the name and description of the training provided including the expiry dates.

- 4:05 All men sent to this locality from other jurisdictions, before proceeding to the project, shall be required to report either in person or by phone to the Business Representative of Local Union 1021 for clearance.

- 4:06 If a layoff occurs, bonafide local Union members (as defined in 4:08) of the United Brotherhood of Carpenters and Joiners of America, shall, at all times, be given preference of employment, providing the local Union members are qualified to perform the work to be completed.

- 4:07 Any person in charge of work who issues orders or gives direction to members shall be known as "Foreman". He shall be a member of the Union and a Journeyman Millwright. All instructions given to members shall be given directly by the Millwright Foreman to whom the member has been regularly assigned.

4:08 Where there are three (3) or more Millwrights on the same shift, one shall be a Foreman and shall receive Foreman's pay and may work with his tools, until such time as there are five (5) Millwrights employed, after which he shall act as Foreman and may work with his tools at his discretion. This is not to be construed to mean full time. Agreement to work on the tools shall not be unreasonably withheld. Should differences arise in the administration of this Clause, the Union will be consulted for support. One Foreman shall not supervise a working force for more than ten (10) men. When a Millwright General Foreman is necessary, a Millwright shall be appointed by the Employer.

The Employer shall have the right to name hire and/or select Foreman that are members of the Union. Upon request, the Union may approve Foreman from other Locals in certain circumstances. Foremen are not subject to layoff provisions contemplated in 4.06.

4:09 The Union agrees that it will give preference to the Employer in the employment of its Union Members and the Employer agrees that preference will be given, under all circumstances, to bonafide Local Union Members. A bonafide Local Union Member shall mean any Member maintaining their membership in Local 1021 as per the Constitution and Laws of the U.B.C. and the By-Laws of Local Union 1021.

4:10 All work assigned by the Owner to the Contractor requiring the tools, skills or ability of a Millwright shall be done by members of the Union.

4:11 The Employer shall notify the Union twenty-four (24) hours in advance when Employees are transferred to another job site.

4:12 **Job Jumping Restriction**

Employees who voluntarily terminate their employment for an Employer on a project site will not be eligible for hire by another Employer on the same site for a period of thirty (30) days unless the reasons for self-termination are for reasons satisfactory to the first Employer and the Union Representative.

**ARTICLE 5:00 UNION RIGHTS AND RESPONSIBILITIES**

5:01 A Job Steward will be an Employee who is a qualified Journeyman, has completed a Steward Training Course applicable to this trade, and will perform the work of a Journeyman, except at times when he has been granted permission by his Supervisor to handle the complaints and grievances of his trade. One designated Job Steward shall be recognized by the Employer, and the Union shall notify the Employer in writing the name of the Job Steward appointed. In his absence, a temporary Job Steward elected by the Millwrights shall be recognized. Job Stewards shall confine their activities to the geographical or job limits of the job of their Employer and shall be allowed reasonable time to perform his duties as a Job Steward.

5:02 The Job Stewards shall be recognized on all jobs and they shall not be discriminated against for Union activity providing they do not violate their obligation to the Employer. The Steward shall be one of the last two men laid off, when they have the required trade skill set to perform the work.



- 5:03 The Business Agent or his assistant representative authorized by letter to the employer shall have access to the project during working hours in carrying out of his regular duties and shall first check with the senior site supervisor, or his authorized representative, and shall not interfere with the performance of work and shall abide by security regulations as established by the owner.
- 5:04 The local Union shall be notified whenever a Job Steward is to be terminated.
- 5:05 The list of Millwrights on the job will be made available to the Job Steward.
- 5:06 The Employer will consider requests from members of the Union for leave of absence without pay to attend Union Conventions and Conferences. At no time shall more than fifty percent (50%) of a workforce of four (4) Millwrights or less, or twenty-five percent (25%) of a larger workforce be absent from the project. Requests for compassionate leave shall not be unreasonably withheld.
- 5:07 It is assumed by the Parties hereto that each provision of this Agreement is in conformity with all applicable laws of the Province of Saskatchewan and the Dominion of Canada. Should it later be determined that it would be a violation of any legally effective Provincial or Dominion Order or Statute to comply with any provision or provisions of this Agreement, the Parties hereto agree to renegotiate such provisions of this Agreement for the purpose of making them conform to such Provincial or Dominion Order or Statute, and the other provisions of this Agreement shall not be affected thereby.

## **ARTICLE 6:00 MANAGEMENT RIGHTS**

- 6:01 The union recognizes the exclusive right of the Employer to management of its plant and the direction of the working forces, including, without restricting the generality of the foregoing, the right to select, hire, promote, transfer or discharge any Employee for just cause, subject to the Grievance Procedure of this Agreement. The Union also recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities, including methods, processes and means of production of handling in accordance with the terms of this Agreement.
- 6:02 There shall not be any piece work on projects covered by this Agreement.

## **ARTICLE 7:00 HOURS OF WORK AND OVERTIME**

### **7:01 Hours of Work**

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.

The Employer may schedule a regular work day between the hours of 6:00 a.m. and 7:00 p.m. The starting and quitting times may be changed to suit job requirements or conditions. In the event the following starting and quitting times are changed without mutual agreement, applicable overtime rates shall be paid for any time worked before or after the above hours as a result of the change of the times.

Starting time shall be at the lock-up or tool room. Sufficient time for pick up of tools will be allowed prior to quitting time. It is understood if this privilege is abused, the Employee is subject to discharge.

**a) Five Day Work Week Schedule**

Eight (8) hours shall constitute a regular work day Monday through Friday, with not more than one (1) hour for lunch. The first eight (8) hours of each shift Monday through Friday shall be considered the regular work day.

**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 shall be discussed with the other party prior to implementation.
- ii. On out-of-town work where the Employee does not return home daily and for the purpose of confining hours of work within four (4) consecutive days (Monday through Thursday), the Employee may be scheduled to work ten (10) hour days at straight time with the approval of the Union and the Employer. A ten (10) hour day scheduled under this Clause will constitute a regular work day.

**7:02 Overtime**

Employees shall receive one and one-half (1.5x) times their regular rate of pay for the first two (2) hours of overtime Monday through Friday. All other overtime Monday through Friday shall be paid at double (2x) times their regular rate of pay. 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.

When overtime hours are scheduled to extend beyond two (2) hours, one-half (1/2) hour at straight time will be allowed to the Employee for meal time with pay and a reasonable hot meal supplied. The same shall apply for every four (4) hours thereafter. In the event that a hot meal and meal break is not provided, the Employee shall receive a meal allowance of



When an Employee works overtime and a continuous eight (8) hour break does not occur between the end of his last regular shift and the beginning of his next regular shift, all hours

worked thereafter shall be worked at the applicable overtime rate until an eight (8) hour rest break occurs.

However, the Employee may be required to take the eight (8) hour rest break, and if the rest break extends beyond the regular starting time, such Employee shall be paid for regular time lost at the applicable regular rate of pay and shall be offered work for the balance of the regular shift.

At no time shall a Member work overtime against his wishes.

**a) Five Day Work Week Schedule**

When working under the five (5) day work week schedule, Employees shall receive one and one-half (1.5x) times their regular rate of pay for the first two (2) hours of overtime Monday through Friday. All other overtime Monday through Friday shall be paid at double time (2x).

**b) Four Day Work Week Schedule**

- i. 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. When working under the four (4) day work week schedule, Employees shall be paid at double time (2x) the regular hourly rate for all hours worked in excess of the regular ten (10) hours per day Monday through Thursday.
- iv. Hours worked on Fridays (other than as a make-up day) shall be paid at one and one-half (1.5x) times the Employees' regular rate of pay for the first ten (10) hours. All other hours worked on Fridays shall be paid at double time (2x). 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.
- v. When working under the four (4) day work week schedule, Friday may be used as a make-up day when weather conditions have caused lost time during the regular work week. A make-up day will only be worked during the same week that the time is lost. Work performed on a make-up day shall be paid at the regular straight time rate for the first ten (10) hours to a maximum of forty (40) hours per week (not including show up time) after which the double time (2x) rates shall apply. In no case shall the time scheduled on a make-up day be less than eight (8) hours. Time worked on make-up days shall be considered scheduled work hours.

**c) Saturdays, Sundays and Holidays**

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

**7:03 Show Up Time**

- a) Regular Employees reporting for work shall be paid an allowance equal to two (2) hours pay at straight time rates including all benefits if no work is available.

New Employees reporting for work where the job is cancelled shall be paid four (4) hours pay at regular rates if no work is available.

- b) Employees who report for work and for whom work is provided shall receive a minimum of four (4) hours pay at their established hourly wage rate.

**7:04 Shifts**

- a) In case of necessity, shifts may be allowed. Afternoon and night shifts shall be a continuous period of work scheduled to commence at any time between 12:00 noon and 1:00 a.m. and which takes place whether partially or wholly before or after the regular assigned hours of work. All hours worked outside the regular hours or the accepted variation therefrom outside the established shift hours shall be considered overtime until a break of eight (8) hours occurs and shall be paid for at double time rates. All shifts worked shall be considered overtime unless established for three (3) or more consecutive nights. Where jobs consist of three (3) days or less the regular rates and shift premiums shall apply. No Employee shall be permitted to work more than one shift in any twenty-four (24) hour period.

- b) Any shift other than a day shift shall be classed as a second or third shift. The hourly rate for employees on the second or third shift shall be the regular rate plus [REDACTED] per hour worked. There shall be no pyramiding of premium pay.

**7:05 Rest Breaks**

Two work breaks shall be allowed each day during normal working hours or shift. If overtime of more than one (1) hour is to follow the regular work shift, a work break shall be allowed before commencing overtime. One break shall be allowed for every two (2) hours of continuous overtime worked. Ten minutes shall constitute a work break, and Employees shall not abuse this privilege. Under no circumstances will the Employee be allowed to leave the jobsite.

One (1) hour flexibility shall be granted on overtime work breaks during emergency situations.

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

## **ARTICLE 8:00 TRANSPORTATION EXPENSE**

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

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 becomes effective on the same date as the next wage adjustments.

Local Residents shall not be eligible for initial/terminal or rotational travel.

### **8:01 Free Zone**

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

### **8:02 Daily Transportation**

When an Employee is required to supply his/her own transportation beyond the City Limits of Regina or Saskatoon, each Employee shall be paid a transportation expense of [REDACTED] per road kilometre. The transportation expense is to be calculated from the City Hall in Regina or Saskatoon to the boundary of the project Free Zone and return daily. When an Employer is providing transportation, each Employee shall be paid an allowance equal to his/her straight time rate for the actual travel time.

### **8:03 Local Resident Daily Travel**

Local residents living beyond the thirty (30) road kilometres Free Zone of the Project shall be paid [REDACTED] per kilometre from their residence to the edge of the Free Zone and return for every day the Employee works or reports for work.

### **8:04 Daily Transportation with Board and Room or Subsistence**

On projects where board and room or subsistence allowance applies and the temporary domicile is beyond thirty (30) road kilometres Free Zone around the project, the Employer shall provide transportation or each Employee shall be paid [REDACTED] per road kilometre when supplying his/her own transportation, from the temporary domicile to the boundary of the project thirty (30) road kilometre Free Zone and return daily.

Daily transportation expense to and from the project will not be paid if suitable commercial accommodation is available within the 30 km Free Zone.

When an Employer is providing transportation, each Employee shall be paid an allowance equal to his/her straight time rate for actual travel time from point of pick up to the project daily. No return travel time shall be paid on daily return transportation provided there are

no delays such as mechanical breakdown. The thirty (30) road kilometre Free Zone does not apply when the Employer is providing transportation.

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

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

**8:05 Initial and Terminal Transportation**

On projects where accommodation is supplied or paid for, each Employee shall be paid an initial transportation expense of [REDACTED] per road kilometre to the project site from Saskatoon or Regina. For an Employee to qualify for initial transportation expense, the Employee must remain fifteen (15) calendar days or until lay-off (whichever comes first). An Employee remaining thirty (30) calendar days, or in the event of a lay-off, shall have his/her terminal transportation expense paid to Saskatoon or Regina. The thirty (30) road kilometre Free Zone does not apply to initial and terminal transportation.

**8:06 Rotational Transportation**

Should the project be of more than thirty (30) calendar days in duration and the project is three hundred (300) road kilometres or more from Saskatoon or Regina, each Employee shall receive round trip transportation expense at the rate of [REDACTED] per road kilometre every thirty (30) calendar days, including the first thirty (30) calendar days. The thirty (30) road kilometre Free Zone does not apply to rotational travel.

On isolated projects North of the 55.5 degree latitude, the Employee shall receive a turn around every twenty-one (21) calendar days and be paid the applicable travel allowance.

**8:07 Air Transportation  
Initial, Terminal and Rotational Transportation**

Notwithstanding any other provision of this Agreement, when the Employer supplies air transportation to remote Northern projects, the parties will establish a mutual agreement for the transportation terms and conditions for that project.

**ARTICLE 9:00 CAMPS/COMMERCIAL  
ACCOMMODATION/SUBSISTENCE**

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

Local Residents shall not be eligible for subsistence or camp accommodation.

9:01 On out of town projects where Employees do not commute daily from the cities of Regina or Saskatoon, the Employer shall provide:

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

9:02 **Camps**

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

9:03 **Subsistence**

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

Notwithstanding the above, persons working the four (4) day, ten (10) hour day work week and who work the four days shall be paid five (5) days subsistence allowance. However, if additional days are worked within the same week the subsistence allowance will revert to the per day worked basis and the five (5) day subsistence for the four (4) days worked will not apply.

- b) Subsistence allowance will be paid for those scheduled work days that are not worked due to bad weather. Subsistence allowance will be paid for recognized holidays provided the Employee works all of the scheduled hours on the work day immediately preceding and the work day immediately following the recognized holiday.

9:04 **Subsistence Allowance**

- a) If the Employee travels more than three hundred (300) road kilometres from Saskatoon or Regina, on the day prior to start of work, the subsistence allowance, at the applicable rate, will be paid for the initial day of travel provided the Employee provides a paid hotel receipt as defined in the DEFINITIONS section of this Agreement. Only one receipt per room will be accepted for reimbursement.

- b) The daily subsistence allowance per calendar day worked shall be as follows:

Effective April 28, 2013                    [REDACTED]  
 Effective April 26, 2015                 - [REDACTED]

There shall be no holdback on subsistence allowance.

- c) An Employee shall forfeit subsistence allowance for absenteeism or leaving work without written permission on any working day. When the Employee is absent or leaves work without written permission on the working day immediately preceding or following bad weather days or recognized holidays, he shall forfeit subsistence allowance for such absenteeism and for the bad weather days or recognized holidays.

The above forfeiture of subsistence allowance shall be waived when the Employee's absenteeism on any working day is due to a bona fide illness or absence due to compassionate grounds satisfactory to the Employer and the Union Representative. Forfeiture of subsistence allowance may also be waived in other cases if the reason for absenteeism is acceptable to the Employer and the Union Representative.

Written permission to leave work shall be in the form of the Leave of Absence Request form attached as Appendix "C" to this Agreement. Upon a specific request by the Union the Employer shall forward a copy of an employee's approved Leave of Absence form. It is not intended that such forms be requested by the Union for all employees.

**ARTICLE 10:00 WORKING CONDITIONS**

- 10:01 The Employer shall provide a suitable lock-fast place for Millwrights clothing. Lunch room and separate safe storage for the Millwrights tools and shall be weather proofed, illuminated and heated in cold weather.
- 10:02 The Employer must assure the safety of Employees tools against loss by fire, or theft where proven due to forcible entry, or damage in company operations, and shall replace same providing the Millwright, in conjunction with an authorized Employer Representative, can establish that it was beyond his control. A list of tools shall be submitted to the employer at the start of employment and the tools in the toolbox shall be verified against the list on company time. Upon termination of employment the employer shall again check the content of the toolbox against the inventory list.
- 10:03 Where rain or other special wearing apparel is required for other than normal working conditions (where Employee's clothes may be abnormally or permanently damaged), it shall be supplied for use, by the Employer, without cost to the Employee.
- 10:04 It is mutually agreed that such equipment supplied by the Employer shall be charged against the Employee and credited to him upon its return.
- 10:05 All Millwrights required to work outside shall be notified before the end of the previous shift in the event of extreme weather conditions.



10:06 The following tools or their equivalent must be provided by the Millwrights:

- 1 - 6", 8" or 12" precision level
- 1 - 50' steel tape
- 1 - 10' steel tape
- 1 - 0" to 1" micrometer
- 1 - feeler and taper gauge
- 2 - 1 lb. plumb bobs
- 1 - dial indicator
- 1 - divider to 6"
- 1 - inside and outside calliper to 6"
- 1 - 12" full combination precision square
- 1 - scribe
- 1 - 6" precision scale
- 3 - ball peen hammers up to 2 lbs.
- 1 - hacksaw
- 1 - pair combination pliers
- 1 - complete set punches and chisel
- 1 - pair side cutters
- 1 - pair 10" snips
- 1 - 8" pipe wrench
- 1 - set socket head wrenches (Allen)
- 1 - set combination wrenches up to 1 1/4"
- 1 - set of 1/2" drive sockets up to 1 1/4"
- 1 - vice grip plier
- 1 - soft faced hammer
- 1 - pair C Clamps
- 1 - centre punch
- 1 - tommy bar
- Tool boxes as required

10:07 All other necessary tools shall be provided by the Employer. The tools of an Employee starting a job shall be in good condition and shall be kept so on the Employer's time. The Employer shall provide necessary file and hammer handles.

10:08 First, second and third year apprentices shall not be required to supply precision tools, such as micrometer, dial indicator, or precision levels, but may be expected to have some of the tools of the trade as benefits their experience.

10:09 The Employer shall supply the tools of the trade to Employees engaged in work performed in hazardous and corrosive areas or on producing potash mines, chemical plants or coal related facilities.

**10:10 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.

All workers being dispatched to the Employer must have current certification in Part 1 and Part 2. It is understood that in sourcing tradespeople during peak periods that this may not be achievable.

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.

- 10:11 It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Occupational Health Act and any refusal on the part of a Millwright to work in contravention of such regulations shall not be deemed a breach of this Agreement. Any refusal of a Millwright to abide by known Occupational Health Act Regulations after being duly warned will be sufficient cause for dismissal.
- 10:12 Toilets, heated in cold weather, shall be provided from the commencement of work on all jobs, and shall meet all local sanitary regulations checked daily and toilet paper provide. Flush toilets shall be provided where practical.
- 10:13 Where no running water is available, cold fresh drinking water in approved sanitary containers shall be provided. Individual paper cups will be provided.
- 10:14 Welders and assistants shall be supplied with gloves, goggles and welding helmets and jackets as required.
- 10:15 An Employee who is injured in the course of performing his duties and requiring medical attention by a doctor, and is certified by the doctor that he is unable to continue work, shall be paid to the end of his regular scheduled work shift on the day of injury provided it is a lost time injury under the provisions of the Workers' Compensation Act.
- 10:16 The Employer shall supply suitable waterless type hand cleaner and towelling and hot water where practical.
- 10:17 Two (2) hours' notice must be given by either party at all times when an Employee is laid off, or when an Employee self-terminates, and all personal effects to be issued and cleared to Employee within aforesaid time.

- 10:18 On layoff, suitable transportation of tools will be arranged by the Employer as quickly as possible. On self-termination or dismissal, the Employer will render assistance to the Employee in transporting tools to the gate or parking lot at the jobsite.
- 10:19 The Employer will maintain insurance to cover Employee clothing while on company property or in company's change house, against loss or damage by fire or theft reported to the police, to the maximum [REDACTED] per Employee.
- 10:20 After ninety (90) days of continuous employment, the Employer shall give seven (7) days written notice or seven (7) days' pay in lieu thereof as provided in Section 43 of the Labour Standards Act.

**ARTICLE 11:00 RECOGNIZED HOLIDAYS**

11:01 The Employer agrees to pay for the following Recognized Holidays. The holidays listed will be paid for at the rate of four and one-half percent (4.5%) of the straight time earnings exclusive of all overtime by the Employee in each pay period, and shall be paid weekly.

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

11:02 No work shall be performed on Labour Day except where safety to life and property makes it necessary.

11:03 When a recognized holiday falls on a Saturday or Sunday, the next following work day shall be taken as an alternative day off. When two (2) recognized holidays fall on a succeeding Saturday or Sunday, the following Monday and Tuesday shall be taken as alternate days.

However, when the owner requires work to be done on the Monday and/or Tuesday, then the alternate day(s) off may, with the mutual consent of the Employer and the Union Business Manager, be taken on any other days within that work week.

**ARTICLE 12:00 ANNUAL HOLIDAYS**

12:01 Each employee covered by this Agreement shall be entitled to three (3) weeks Annual Holidays and the pay shall be at the rate of six percent (6%) of gross earnings and shall be paid weekly.

## ARTICLE 13:00 WAGE SCALES & FRINGE BENEFITS

### 13:01 Classification and Wage Rates

	Mar 8/15	Apr 26/15	Apr 24/16
Journeyman Millwrights	█	█	█
Statutory Holiday Pay 4.5%	█	█	█
Vacation Pay 6%	█	█	█
Health & Welfare	█	█	█
Group RSP	█	█	█
Apprenticeship & Training Trust Fund	█	█	█
UBC Labour/Mgmt Industry Promotion Fund	█	█	█
<b>Total Package</b>	█	█	█

APPRENTICES	%	Mar 8/15	Apr 26/15	Apr 24/16
<b>1st Year:</b>				
1st 6 months	65%	█	█	█
2nd 6 months	70%	█	█	█
<b>2nd Year:</b>				
1st 6 months	75%	█	█	█
2nd 6 months	80%	█	█	█
<b>3rd Year:</b>				
1st 6 months	85%	█	█	█
2nd 6 months	90%	█	█	█
<b>4th Year:</b>				
1st 6 months	95%	█	█	█
2nd 6 months	95%	█	█	█

Foreman Rate to be 12.5% up to 15% above Journeyman Millwright rate, based on Safety, Productivity, Quality and Efficiency.

General Foreman Rate to be 20% up to 28% above Journeyman Millwright rate, based on Safety, Productivity, Quality and Efficiency.

Foremen that are certified in the CODC Better SuperVision Course or equivalent shall be paid at 15% above the Journeyman Millwright rate and General Foremen that are certified in the CODC Better SuperVision Course or equivalent shall be paid at 28% above the Journeyman Millwright rate.

Apprentices receive 100% of all of the above benefits as specified above.

A Journeyman Millwright referred to an Employer must be the holder of an Interprovincial or Provincial Certificate of Qualification issued by any Provincial Department of Labour in Canada.

13:02 Millwright Apprentices shall be employed to a maximum of one (1) Millwright Apprentice to two (2) Journeymen. The ratio may be changed if both parties, Union and Employer, agree and indicate in writing the mutual agreement that outlines the special circumstances. Final Level apprentices shall be excluded from the calculation of journeyman to apprentice ratio. The Union will make available to the Employer the Apprentice Evaluation Form letter which will be attached to each apprentice dispatch and the Employer will endeavour to fill out the Form and return it to the Union on separation of employment.

The Apprentices will perform any work for which he is capable and his pay will be calculated on the following percentage basis.

1st year	- first six months	65% of journeyman basic rate
	- second six months	70% of journeyman basic rate
2nd year	- first six months	75% of journeyman basic rate
	- second six months	80% of journeyman basic rate
3rd year	- first six months	85% of journeyman basic rate
	- second six months	90% of journeyman basic rate
4th year	- first six months	95% of journeyman basic rate
	- second six months	95% of journeyman basic rate.

The determination of the Apprentice rating shall be established by the Examining Board of the Department of Education Apprenticeship Branch.

Apprentices attending Apprenticeship Training shall be allowed to return to the job with prior approval of the Employer when each term is completed.

13:03 **Incomplete Tunnel/Cavern Premium Pay**

Incomplete underground work will be paid a premium of [REDACTED] for actual time worked prior to the final underground structural conditions, natural rocks, natural rock with gunite, natural rock with bolts, gunite, steel supports, or concrete lining in any combination or proportion.

13:04 **Payment of Wages**

**a) Pay Days and Pay Periods**

The regular pay day shall be once a week on such day as agreed upon between the Company and the Union. The work week for payroll purposes shall generally end at Saturday midnight. However, in order to meet the Employer's payroll requirements the Employer may close the payroll earlier. This will be established as a job condition and those affected so notified.

**b) Method**

Wages 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 mailed to the Employee's address on record. The Employer may use electronic pay stubs, provided the employee has the means to receive and review such pay stubs.

**c) Pay on Termination**

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 mailed 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 electronically submitted ROEs a paper copy of the ROE shall be provided on request of an Employee.

13:05 Failing in Article 13:04, due to the Employer's office being at a distance, the Employer shall pay to the Employee a sum equal to eight (8) hours of the Employee's rate for each 3 working days delay.

In no cases shall the penalty exceed the money owed.

Where it can be clearly shown that a clerical error in calculation or other delay beyond the control of the Employer has occurred, the Employer shall not be penalized provided the error is corrected on the next regular paycheque.

**13:06 Employee Sign-on Form and Termination Record**

**a) Employee Sign-on Form**

The Employee shall provide a completed Employee Sign-on Form, included as Appendix "A" to this Agreement, to the Employer at the time an Employee is dispatched.

**b) Employee Termination Record**

In all cases of termination an Employee Termination Record, in the form of Appendix "B", which includes the hours worked by the Employee in the final pay period, shall be completed and provided to the Employee to finalize his employment. The form shall be signed by both the Employee and the Employer's supervisory authority.

**ARTICLE 14:00 WORK STOPPAGE**

14:01 During the lifetime of this Agreement, the Union agrees there will be no strikes, slow-downs, or picketing or any other similar act which will interfere with the regular schedule of work, and the Employer agrees there will be no lockout. Violations of this Article will be cause for immediate termination.

## **ARTICLE 15:00 GRIEVANCE PROCEDURE**

15:01 All differences between the employer and the union regarding the interpretations, application, operation or alleged violation of this agreement shall be settled without stoppage of work or lockout by negotiation as hereinafter provide. The failure of the grieving party to comply with any of the following stages or time limits will be deemed to be an abandonment of the grievance.

### **STEP 1**

15:02 The aggrieved party may institute a grievance under the terms of this agreement. Said grievance must be filed within ten (10) calendar days of the incident. If failure to settle the same within five (5) calendar days, the aggrieved party may proceed to Step 2. The time frames listed herein may be extended by mutual agreement between the Employer and the Union.

15:03 An aggrieved employee shall submit his complaint to the Job Steward or in his absence to the Business Manager/or Business Representative of the union, who shall endeavour to settle the complaint between the employee and his employer.

### **STEP 2**

15:04 If the complaint is not settled within three (3) days, excluding Saturday, Sunday or holidays, it may be referred in writing to the employer or his representative on the job and an official representative of the union. The written grievance shall contain:

- a) Name of the grievor(s)
- b) Time and date of the occurrence
- c) Clause or clauses of the contract which form the basis of the grievance.
- d) Circumstances and conditions giving rise to the grievance.
- e) Disposition requested.

### **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 3.

**STEP 3**

- 15:05 If the parties fail to reach an agreement under the above steps either party may, by written notice to the other party stating the nature of the difference, require the establishment of an Arbitration Board. Such written notice must be served within the ten (10) days following the completion of the preceding steps.
- 15:06 Each party shall appoint one 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.
- 15:07 If the two (2) members fail to select a Chairman within five (5) days after the day on which the last of the two (2) members is appointed, they shall request the Minister of Labour to select a Chairman.
- 15:08 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 the provisions of this agreement or that involves the determination of a subject matter not covered by or arising during the terms of this agreement. The decision of the Arbitration Board or majority thereof shall be final and binding upon the parties.
- 15:09 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.
- 15:10 Each party to the differences shall bear the expenses of its respective nominee to the Arbitration Board and the two (2) parties shall bear equally the expenses of the Chairman.



**ARTICLE 16:00 PRE-JOB AND MARK-UP CONFERENCES (For Industrial Only), JURISDICTION AND ASSIGNMENT OF WORK**

16:01 The Employer will hold a pre-job conference and equipment mark-up attended by all interested Unions and will provide an overall description of the project, projected manpower requirements by craft, general information pertaining to hiring and recruiting procedures, transportation, on site work rules, safety and security regulations, safety meetings and any other pertinent information. The Employer will inform the Unions as to the projected scope of the contract, information pertaining to the Employer's intended supervisory staff and other relevant information including intended work assignments. Notification of the pre-job conference and hard copy documents to be presented shall be given to the Saskatchewan Provincial Building & Construction Trades Council and the office of the President of the Building Trades Department AFL-CIO with a minimum of fifteen (15) calendar days prior to the date set for the conference. The pre-job and equipment mark-up in all cases shall be held at least ten (10) calendar days before the work commences. The time limits set forth herein may be varied to suit unusual circumstances after consultation between the Employer and the Building Trades Council.

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

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

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

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

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

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

A mark-up conference may be conducted electronically where appropriate.

## **ARTICLE 17:00 JURISDICTIONAL ASSIGNMENT PLAN**

17:01 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 18:00 JOINT CONFERENCE COMMITTEE**

18:01 In consideration of the mutual benefits that can be derived, the Employer and the Union agree to establish a Joint Conference Committee that shall meet at least once a year.

18:02 This Committee shall meet semi-annually or at any other time that it is deemed necessary by either party to this Agreement and shall investigate, assess and recommend solutions to the various problems for the betterment of the industry. It is agreed that the Apprenticeship Trust Funds shall be priority reasons to convene.

## **ARTICLE 19:00 TRUST FUNDS**

19:01 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.

The Joint Board of Trustees are hereby empowered and authorized to do all things necessary for the administration of the Funds, including entering into or amending the necessary Trust Agreements on behalf of the Employers and the Union.

Each Employer shall furnish a statement of the number of Millwright Employees covered by the Collective Agreement and the hours worked by such Employees. Such statement and contributions to be submitted by the 15th day of the month following the month for which such contributions are payable. For the Apprenticeship Fund and the Trade Enhancement Fund such statement and contributions to be mailed to the Millwrights Union Local 1021.

For the Health & Welfare Trust Fund and the Group Registered Savings Plan (GRSP) Trust Fund, such statement and contributions to be mailed to Funds Administrative Service Inc.,

9<sup>th</sup> Floor, 9707-110 Street, Edmonton, Alberta, T5K 3T4.

If any Employer shall fail to remit payments required to be made pursuant to the terms of this Article as determined by the Trustees of a Trust Fund, and if such default continues for ten calendar days after the amounts payable are due, the Employer shall pay to the applicable Trust Fund, as liquidated damages (in respect to increased administration costs, the costs of monitoring and enforcing payment, and other costs) and not as a penalty, an amount equal to 10% of the amount which the Employer has failed to remit. The failure by an Employer to make payments due in each month shall constitute a separate event and of default and shall subject the Employer to payment of liquidated damages as outlined above, provided that, in calculating the amount of liquidated damages payable the amounts due in respect to a preceding period where liquidated damages have been calculated shall not be included in calculating further liquidated damages. However, interest calculated at a rate of 2% per month shall accrue and be paid by the Employer on any unpaid arrears, including liquidated damages, calculated from the original due date until the date of payment.

**19:02 Health and Welfare Trust Fund**

Each Employer subject to this Agreement shall contribute the amount established in the wage schedule per hour for all hours worked by each Employee covered by this Agreement.

**19:03 Group Registered Savings Plan (GRSP) Trust Fund**

- a) Each Employer subject to this Agreement shall contribute the amount established in the wage schedule per hour for all hours earned by each Employee covered by this Agreement. Where an Employee works overtime, the contribution shall be one and one-half (1.5x) or two (2x) times the aforementioned rate, in accordance with the overtime provisions of this Agreement. Contributions will be made on the basis of full and half hours, and all contributions shall be remitted monthly on forms to be provided by the Plan. All contributions are to be remitted so as to be received on or before the fifteenth (15<sup>th</sup>) of the month following that for which such contributions are payable.
- b) By definition Group Retirement Savings Plan contributions are considered as a Taxable Benefit according to Revenue Canada Income Tax Act. The Act provides for the Employee to request the Employer not to withhold Income Tax from these contributions. Therefore, the Union requests the Employer not to deduct Income Tax from these contributions. By definition of Taxable Benefits, CPP & UIC premiums are to be deducted as per payroll deduction tables and submitted to the Receiver General of Canada along with other deductions. These deductions will come from the Employer and Employee respectively and will not form part of the wage package.

- c) Contributions to the Group RRSP shall not exceed eighteen percent (18%) of an Employee's gross wages.

**19:04 Apprenticeship and Training Trust Fund**

Millwright Local Union 1021 Apprenticeship and Training Trust Fund

Each Employer subject to this Agreement shall contribute the amount established in the wage schedule per hour for all hours worked by each Employee covered by this Agreement.

**19:05 UBC Labour-Management Industry Promotion Fund**

The Parties agree that the Employer shall make a contribution equal to the amount established in the wage schedule cents per hour worked for each millwright employee covered by this Agreement to the UBC Millwrights Labour-Management Industry Promotion Fund (Millwright Fund). Payment shall be made to the Millwright Fund or to such collection agent as is designated by the Millwright Fund on or before the 20<sup>th</sup> day of the month following the month of the work performed. The Employer hereby agrees to be bound by the Agreement and Declaration of Trust for the Millwright Fund as it exists and as it may be amended, restated and to such rules, regulations or other governing documents adopted pursuant to such Trust.

**Remittance address:**

UBC National Funds  
P.O. Box 3452, Station A  
Toronto, ON  
M5W 4C4

**19:06 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 at [www.codc.ca/procare](http://www.codc.ca/procare)
  - OR
  - uploading an excel spreadsheet in the required format to the website (a sample spreadsheet can be downloaded from the website)
  - OR
  - 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 20:00 BUILDING TRADES PER CAPITA**

20:01 The Employer agrees to deduct from each Employee covered by the terms of this Agreement, [REDACTED] 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 1111 Osler Street, Regina, Saskatchewan, S4R 8R4. 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, the Union or CLR may collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision in this Collective Agreement, by either the SPB & CTC, the Union or CLR in its own name against the subject Employer. Such a grievance may be referred by the SPB & CTC, the Union or CLR to arbitration without being processed through any intervening steps other than written notice of the grievance 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, the Union or CLR and the subject Employer. The unsuccessful party shall pay the costs of the Arbitrator. The SPB & CTC, the Union or CLR may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

**ARTICLE 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 of this Collective Agreement subject to the terms and conditions of Appendix "D".

## **ARTICLE 23:00 FAVOURED NATIONS**

23:01 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.

23:02 Article 23:01 shall not apply in respect to Enabling Agreement Terms and Procedures, entered into pursuant to Article 22:00.

THE UNDERSIGNED HAVE READ AND HEREBY APPROVE the foregoing Agreement for industrial construction in the Province of Saskatchewan, between Local 1021 Millwrights of the United Brotherhood of Carpenters and Joiners of America and the Employers and herewith accept the same and become one of the Parties hereto.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

**SIGNED ON BEHALF OF: LOCAL UNION #1021 (MILLWRIGHTS) OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA**

\_\_\_\_\_  
Jeff Austman  
Business Representative

\_\_\_\_\_  
Kelvin Goebel  
Saskatchewan Regional Manager for the Prairie  
Arctic Regional Council

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

\_\_\_\_\_  
Shawn Campbell  
Trade Division Chairperson

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



**APPENDIX "A"**  
**EMPLOYEE SIGN-ON FORM**

Name: \_\_\_\_\_  
(First Name) (Initial) (Last Name)

Street Address: \_\_\_\_\_

Apt. No.: \_\_\_\_\_ P.O. Box: \_\_\_\_\_

City/Town: \_\_\_\_\_ Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ Other Phone: ( ) \_\_\_\_\_

S.I.N.: \_\_\_\_\_ Hospitalization No. \_\_\_\_\_

Net Tax Claim Code: \_\_\_\_\_

Trade: \_\_\_\_\_ Classification: \_\_\_\_\_

***EMERGENCY CONTACT INFORMATION:***

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ Other Phone: ( ) \_\_\_\_\_

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

## APPENDIX "B"

### EMPLOYEE TERMINATION RECORD

NAME \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_ PROJECT \_\_\_\_\_

CITY/PROV \_\_\_\_\_ PROJECT # \_\_\_\_\_

PHONE \_\_\_\_\_

***Reason for Termination***

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

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

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

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

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

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

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

# APPENDIX "C"

## LEAVE OF ABSENCE REQUEST

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

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

CRAFT & BADGE NUMBER: \_\_\_\_\_ TOTAL # OF HOURS REQUESTED: \_\_\_\_\_

**IF LESS THAN 8 HOURS, STATE DATE AND START TIME OF REQUESTED ABSENCE.**

DATE: \_\_\_\_\_ TIME OF ABSENCE: \_\_\_\_\_

**IF MORE THAN 8 HOURS:**

LAST DAY TO BE WORKED BEFORE TIME OFF: \_\_\_\_\_

FIRST DAY TO BE WORKED AFTER TIME OFF: \_\_\_\_\_

REASON FOR LEAVE OF ABSENCE: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

LEAVE APPROVED: YES \_\_\_\_\_ NO \_\_\_\_\_

**REASON FOR NON-APPROVAL:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ELIGIBLE FOR OVERTIME?: YES \_\_\_\_\_ NO \_\_\_\_\_

**REASON FOR APPROVAL:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SUBSISTENCE APPROVED: YES \_\_\_\_\_ NO \_\_\_\_\_

**REASON FOR APPROVAL:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_

FOREMAN SIGNATURE \_\_\_\_\_

SUPERVISOR SIGNATURE \_\_\_\_\_

\*\*\*\*\*

**NOTE:**

1. "Personal business" will not be considered sufficient reason to grant a leave of absence, unless discussed with Project Superintendent.
2. Leave of absences will not be granted on the same day of the request, unless under extreme circumstances.
3. Upon a specific request by the Union, the Employer shall forward a copy of an Employee's approved Leave of Absence form. It is not intended that such forms be requested by the Union for all Employees.

## **APPENDIX "D"**

### **Enabling Procedures**

1. The term "enabled project" means a project or job covered by the Enabling Clause Information Sheet forming part of this Appendix.
2. An Employer wishing to obtain agreement for an enabled project shall complete the Enabling Clause Information Sheet and forward it to the Local Union.
3. In the event that the Local Union is prepared to amend or delete any of the terms or conditions in this Collective Agreement it shall, under the signature of the Local Union Business Representative or his designate, complete the Enabling Clause Information Sheet by certifying those terms or conditions which are to be amended or deleted and, in the case of an amendment, particulars of the amendment.
4. The Local Union shall, at the time when the Enabling Clause Information Sheet is signed by the Local Union and is returned to the Employer, advise CLR Construction Labour Relations Association of Saskatchewan Inc. that it has agreed to an enabled project. The Local Union agrees, subject to the terms of this Appendix, to offer the same terms and conditions to other Employers bidding on the enabled project.
5. The Employer shall, upon receipt of the Enabling Clause Information Sheet signed by the Local Union, be entitled to bid on the enabled project using the terms contained in the Enabling Clause Information Sheet. Except as specifically modified in the Enabling Clause Information Sheet, the Employer shall be governed by the terms and conditions of this Collective Agreement.
6. The parties specifically acknowledge and agree that the issuance of an Enabling Clause Information Sheet shall be at the sole discretion of the Local Union. The parties further acknowledge and agree as follows:
  - a) the terms and conditions granted in respect to an enabled project apply only to Employers, whether contractors, subcontractors or otherwise, who are parties to this Collective Agreement.
  - 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.

## APPENDIX "D"

### PRE-ENABLING CLAUSE INFORMATION SHEET

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

TO:	<u>Millwrights Local #1021</u>	Telephone: <u>(306) 382-4355</u>
		Facsimile: <u>(306) 382-5828</u>
FROM:	_____	Telephone: _____
		Facsimile: _____

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

PROJECT: \_\_\_\_\_  
 OWNER: \_\_\_\_\_  
 LOCATION: \_\_\_\_\_  
 VALUE: \_\_\_\_\_ BID TO: \_\_\_\_\_  
 TENDER CLOSING DATE: \_\_\_\_\_ PEAK MANPOWER: \_\_\_\_\_  
 START DATE: \_\_\_\_\_ COMPLETION DATE: \_\_\_\_\_

KNOWN BIDDERS:	
UNION	NON-UNION

The following items are agreed to for the duration of this project only and shall not be deemed a precedent for future projects.

ITEM	DESCRIPTION

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

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

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