

## Memorandum of Agreement between UA Local 179 and the CLRS for the Commercial Agreement for the Province of Saskatchewan

*Italics* – Current Language, **Bold** – New Language, ~~Strikethrough~~ – Deletion of Current Language

1. Amend References to Safety Construction Orientation Training (SCOT) Course in 4:03, 10:01, Appendix A1 and throughout the agreement replace ~~Vicom Safe-T-Disc or CSTS~~ with **Safety Construction Orientation Training (SCOT)**
2. Joint Committee Board - Throughout the agreement replace ~~Conference~~ with **Committee**. It currently reads ``~~Joint Conference Board~~`` Change to read ``Joint **Committee** Board``
3. Amend reference in Article 1:03 – Replace 9.11 with 9.08 (it currently refers to the wrong article)
4. Amend Article 2.01 to comply with the new Saskatchewan Employment Act  
*This agreement shall become effective ~~December 26, 2010~~ **EFFECTIVE DATE** and remain in force until ~~October 31, 2014~~ **July 31, 2017**, and thereafter from year to year provided that either party may, not less than ~~thirty (30)~~ **sixty (60)** days nor more than ~~sixty (60)~~ **one hundred twenty (120)** days before the expiry date thereof, give notice in writing to the other party to terminate this agreement or negotiate a revision thereof.*
5. New Language to Article 3.00:  
**Work referral slips will not knowingly be issued by the Union to members who are inactive while on the EFAP Alcohol & Drug program nor will these members be knowingly dispatched to a contractor and or jobs site by the union, nor will they knowingly be hired by the Employer.**
6. Amend Article 4.03 Dispatch Slips  
~~Prior to~~ **Within (30) thirty days** commencing employment all Employees ~~who are members of the Local Union~~ must have a dispatch or referral slip issued by the Local Union.
7. Add new language in an additional point at the end of 7.03 to read:  
**When an employee works excessive overtime and a rest break of at least eight (8) hours does not occur before he / she reports for the next regular shift, all hours worked thereafter shall be paid at the applicable overtime rate until an eight (8) hour rest break occurs.**
8. Amend Article 7:03 Statutory Holidays  
Replace Article ~~10:01~~ with **11:01** currently refers to wrong article.
9. Amend Article 8:00 – mileage.  
Replace all references to '~~fifty-two cents~~' with "**maximum CRA rate**"
10. Amend Article 8.02 Accommodations  
Amend the first paragraph to label it **(a)**  
Amend the second paragraph:  
*For work performed beyond the free zone area, the Employer will supply the Employee with a mutually agreed to suitable room (~~not to exceed two (2) men to a room in the case of a hotel room~~) (**Accommodation shall be assigned on the basis of one person to a room**) and board or allowance, with transportation, and reimburse him for the actual time of travel at the Employee's regular rate of pay, beyond the boundary of the free zone.*  
Create a new point 8.02 **(b) In lieu of providing board the Employer shall supply each Employee board allowance of forty-five dollars (\$45.00) per day.**

11. Amend Article 10:01 Safety Orientation – delete paragraphs six and seven
12. New Article 10:06 – **The Union Agrees to reimburse the Employer for any cost resulting from a pre-access Alcohol and Drug test that is missed by a member without a bona fide reason.**  
*\*Note outside agreement: Within three (3) months of ratification, the Union and Employer will develop a process for determining bona fide reasons.*
13. Amend Article 11:01 – Amend “Dominion Day” to “**Canada Day**”
14. Amend Article 13:05 Members working as Journeypersons certified in the **UA Foreman Course** will receive 15% above Journeyman rate, this course will now be accepted as equivalent to CODC Better SuperVision.  
**NOTE: \*UA Foreman course includes completion of the classroom component, Leadership for Safety Excellence and the on-the-job course field evaluation report.**
15. Amend Article 13:08 – work week, digital pay stubs and pay penalty  
 Amend pay stubs to allow for them to be **sent digitally if the Employee provides the Employer with an email address.**  
 Add an additional sentence: **The work week for payroll purposes shall end on Saturday**  
 And Add an additional paragraph: **Payroll errors will be rectified on the next scheduled pay run. Should the error not be rectified on the next scheduled pay run, the Employer will pay a penalty of two (2) hours per regular working day at straight time rates until payment is made.**
16. Amend Article 16:01 Continuity of Work  
 Move Article 16:01 to make a new standalone article entitled “**Continuity of Work**”  
 Take the existing 16:01 paragraph and replace it with: **During the lifetime of this agreement, the Union agrees there will be no strikes, slowdowns 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.**
17. Delete Article 18:08 – repetition of Articles 22:00, 23:00 and 24:00
18. Amend Article 19:09 – replace all references to “*Human Solutions*” with “**EFAP provider**”
19. Amend Trust Fund Language – replace all specific dollar references in the agreement to read “**amount established in the respective wage schedules**”
20. Amend Article 21:01 – Delete old contribution references and replace “*UA Local 179 Facility Future Fund*” with “**UA Local 179 Future Building Fund**”
21. Change name of “*UA Local 179 Political Action Fund*” to “**UA Local 179 Government Relations Fund**” throughout the agreement.
22. Amend Appendix A – Definition of Journeyman  
**A Level Two Journeyman:**  
*A Journeyman Plumber or Steamfitter/Pipefitter with **five (5)** ~~10~~-years of Journeyman experience will not be required to have a second Pipe Trades Classification to qualify for the Journeyman rate of pay.*
23. Amend all references to “*Junior Journeyman*” to read “**Level One Journeyman**”

24. Amend Appendix A Probationary Member to remove the sentence *Such members shall be probationary for 24 months to the Commercial Sector.*

25. Amend Appendix A-1:

New paragraph: **Apprentices will not be paid beyond their demonstrated Saskatchewan Apprentices and Trade Certification Commission level, unless mutually agreed upon by the Employer and the Union.**

26. Appendix A6 (b) – Pro-rate pension contributions for Apprentices. Currently all members receive the same rate of pay for pensions per hour.

**The Employer shall contribute to the Pension Fund on behalf of each Apprentice based on the following:**

<b>Year One</b>	<b>1<sup>st</sup> six months</b>	<b>45% of Journeyman pension</b>
	<b>2<sup>nd</sup> six months</b>	<b>50% of Journeyman pension</b>
<b>Year Two</b>	<b>2<sup>nd</sup> twelve months</b>	<b>60% of Journeyman pension</b>
<b>Year Three</b>	<b>3<sup>rd</sup> twelve months</b>	<b>75% of Journeyman pension</b>
<b>Year Four</b>	<b>A period of at least 12 months</b>	<b>85% of Journeyman pension</b>
<b>Year Four</b>	<b>Completion of Level 4</b>	<b>90% of Journeyman pension</b>

27. Add new letter of Understanding regarding UA Standard for Excellence (As per Industrial Agreement). A copy is included in this package.

28. Wages:

**Effective Date – 3.5% increase on Level 1 Journeyman Total Package (\$1.60)**

**- Effective \*Effective Date\* an additional one dollar (\$1.00) increase to the Level 2 Journeyman base wage**

**Effective November 1, 2015 – 3.5% increase on Level 1 Journeyman Total Package (\$1.66)**

**Effective October 30, 2016 – 2.65% increase on Level 1 Journeyman Total Package (\$1.30)**

**Recommendation for allocation of wage increases:**

**-\$0.75 over agreement on Pension (recommendation from the Pension, Health & Welfare Committee)**

**-\$0.10 increase to Education Trust Fund (recommendation from the Joint Training Committee)**

**-\$0.05 increase to the Industry service fund: \$0.04 to bring it in line with the industrial agreement and \$0.01 to be contributed to Helmets to Hardhats. (Recommendation from the Commercial Negotiations Committee)**

**All other money gets applied to wage increases.**

(Full wage summaries with two options for the allocation of funds are attached)

29. Agreement to Expire on July 31, 2017

# **LETTER OF UNDERSTANDING**

**BETWEEN**

**EACH OF THE UNIONIZED EMPLOYERS IN THE PLUMBER/PIPEFITTER TRADE DIVISION OF THE CONSTRUCTION INDUSTRY (for Industrial Construction) ON WHOSE BEHALF 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 179 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA;  
(Hereinafter referred to as the "UNION")**

**Re: UA Canadian Standard for Excellence**

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WHEREAS the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of United States and Canada has developed the Canadian Standard for Excellence Disciplinary Guidelines and Operating Rules and Regulations;

THEREFORE IT IS AGREED that, while it will not form part of this Agreement, the Parties agree to recognize and endorse the Union's Standard for Excellence Program.

This Letter of Understanding shall expire the same day as the Saskatchewan Plumber/Pipefitter Commercial Agreement.

**Signed this \_\_\_\_ day of \_\_\_\_\_, 2014.**

For the Union

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\_\_\_\_\_

For the Employer

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