

COLLECTIVE BARGAINING AGREEMENT

(For Industrial Construction in the Province of Saskatchewan)

THIS AGREEMENT ENTERED INTO THIS 27th DAY OF FEBRUARY, 2022 BY AND BETWEEN,

**EACH OF THE UNIONIZED EMPLOYERS IN THE PLUMBER/PIPEFITTER TRADE
DIVISION OF THE CONSTRUCTION INDUSTRY 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 UNION 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")

PURPOSE:

The purpose of this Agreement is to govern wages and working conditions so as to promote orderly, harmonious relations between the Employer and its Employees. The Unions agree to co-operate with and assist the Employer in every legitimate way to conduct a successful business, bearing in mind that both parties must give service to the public.

**Effective February 27, 2022
Expires February 28, 2027**

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

APPENDIX 'A'	- Wages and Benefits Schedule attached and forming part of the Agreement.
APPENDIX 'B'	Maintenance work provisions
APPENDIX 'C'	- Request for Workers Form attached and forming part of the Agreement.
APPENDIX 'D'	- Employee Sign On Form attached and forming part of the Agreement.
APPENDIX 'E'	- Employee Termination Record attached and forming part of the Agreement.
APPENDIX 'F'	- Leave of Absence Request Form attached and forming part of the Agreement.
APPENDIX 'G'	- Enabling provisions and form attached and forming part of the Agreement.
APPROPRIATE UNION	- means the Local Union having jurisdiction of the Project.
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 a person 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.
INDUSTRIAL & COMMERCIAL WORK AT INDUSTRIAL SITES	- For the purpose of this Agreement, an Industrial Plant or Project shall mean Manufacturing, Production and Processing Plants (examples: pulp and paper plants, sawmills, distilleries, breweries, bottling plants (other than plants for carbonated beverages),

glass plants, chemical plants, oil refineries, gas or scrubbing plants, fertilizer plants, environmental systems for industrial plants, sewage treatment and water treatment for industrial use, heavy water plants, nuclear and atomic energy plants, etc.); Mining (including offshore drilling platforms and rigs); Transmission Facilities which includes meter stations, valve stations, pumping stations, compressor stations, drilling rigs and tank farms, dams, hydroelectric projects, and all facilities used in the generation of electricity including converter stations and switch yards.

- a) On Industrial Sites where the Employer is installing only process piping or where the Employer is simultaneously installing process piping, heating, sprinkler, refrigeration, comfort control and/or plumbing piping, then ALL such work shall be classified INDUSTRIAL.
- b) If process piping and heating, sprinkler, comfort control systems, refrigeration, or plumbing piping is being installed on the site by more than one Employer, then:
 - i. The Employer installing process piping shall have their work classified INDUSTRIAL.
 - ii. The Employer installing only heating, sprinkler, comfort control systems, refrigeration and/or plumbing piping shall have their work classified COMMERCIAL.
- c) All heating, sprinkler, comfort control systems, refrigeration, and/or plumbing piping on camp and administration buildings shall be classified COMMERCIAL.
- d) Industrial work shall not include MAINTENANCE WORK which shall mean any work performed of a maintenance, repair, or renovation character within the limit of the plant property. The words "repair" and "renovation" in connection with maintenance refer to work required to restore by replacement or by revamping of parts of existing facilities to the former efficient operating conditions. Maintenance work should not be construed to mean changes in the design of an

existing plant which would cause to improve or increase the design output or production of an Industrial Plant or Project as this is considered new Industrial work.

- KM** - means kilometre by road (not radius).
- LOCAL RESIDENT** - a local resident is a member 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 179 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada.
- QUALIFIED** - shall mean to also include certification in the CODC Interactive “Rights and Responsibilities” course and the SCOT course or equivalent.
- RESIDENCE** - is the place where the 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 they reside.
- Original Documents (not photocopies) are required for proof of residence. These will be verified by the employer, copied and returned. The member’s most recent income tax assessment must match one (1) of the following::
- o Driver’s license or Government-issued identification card with the address printed on it
 - o Property Tax Assessment
 - o Unemployment Insurance
- S.P.P.T.A.** - means the Saskatchewan Provincial Pipe Trades Association.
- U.A.** - means the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada.

ARTICLE 1:00 SCOPE

1:01 This Agreement shall be in effect within the boundaries of Saskatchewan and covers all Industrial Construction work performed by the Employer.

ARTICLE 2:00 UNION RECOGNITION

2:01 The Employer recognizes the United Association of Saskatchewan Local 179 as the sole and exclusive bargaining agent for all Employees as outlined in the applicable trade appendix, attached hereto.

**ARTICLE 3:00 HIRING, UNION SECURITY, JOB ACCESS, STEWARDS
AND LOCAL RESIDENTS, TERMINATION OF
EMPLOYMENT**

3:01

- a) When possible the Employer, when requiring workers shall send a completed Request For Workers Form included as Appendix “B” to this Agreement, by e-mail to the Union. The Employer shall hire only members of the Union in good standing through the appropriate Union Office except as otherwise provided for, in the performance of all work within the scope of this Agreement. For each project, the Employer has the right to name hire Employees from the Union’s unemployed list in the following sequence: name hire Employees #1, 2, 3, 5, 7, 9, 11 and 13 and the first (1st) of every four (4) Employees hired thereafter. One (1) of the first two (2) Employees hired for each project shall be the Foreperson. The Employer shall have the right to name hire additional Forepersons in accordance with 3:01(c).
- b) Apprentices shall not be elevated to the position of Foreperson or be authorized to direct any portion of the working force. An Apprentice shall be deemed to be a member of the crew and take their directions from the Foreperson or assigned Journeyman.
- c) The average number of Journeymen under the supervision of a Foreperson shall be fifteen (15). Once the Employer has three (3) Forepersons, the Employer shall set up a General Foreperson. Forepersons and General Forepersons shall be members of Local Union 179.
- d) On projects requiring twenty (20) welders, there shall be a welding Foreperson.

3:02 The Union agrees to furnish qualified, skilled workers on request. In the event a 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, skilled workers from other available sources. All Employees shall obtain a clearance and/or referral slip from the appropriate Union Office before starting a job unless otherwise provided for by the Union. The Employee shall provide a completed Employee Sign-on form included as Appendix “D” to this Agreement, to the Employer before commencing work.

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 job site by the union, nor will they knowingly be hired by the Employer.

3:03 Every Employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment, and every new Employee whose employment commences hereafter shall, within thirty (30) days after the

commencement of their employment, apply for and maintain membership in the Union as a condition in their employment.

3:04 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 percentage of gross hourly wages or other amount as may be designated by the Local Union.
- c) The above deductions shall be remitted promptly by the fifteenth (15th) of the following month, to the Local Union. Each remittance shall be accompanied by a list showing the name and Social Insurance Number (provided the number is supplied by the Union on its referral form) of the Employees on whose behalf the deduction was made; and showing opposite each name the amount of the deduction and for the field dues in Article 3:00, Item 3:04(b) the figure on which the deduction was based.

3:05 Subject to job site security regulations, a representative of the Union shall have the right to visit the job site after making their presence known to the Employer's representative. The Union representative shall not cause Employees to neglect their work.

3:06 **Stewards**

Unless required by the Employer, there shall be no non-working Steward(s). The Union shall notify the Employer in writing the name(s) of its Steward(s). They will be allowed reasonable time to perform their duties. The Steward(s) shall be retained until the end of the job, provided there is work available for which they are qualified, otherwise the appropriate Union will be notified in order to appoint a successor(s). The steward(s) shall not be discriminated against and shall receive their fair share of overtime work for which they are qualified.

A non-working Steward may be considered where there are more than 70 members on a shift.

3:07 **Termination of Employment**

- a) When reducing the work force on the job, the Employers shall lay off their Employees in the following sequence:
 - i. The potential member
 - ii. The members of sister locals
 - iii. The members of the Local in whose jurisdiction the work is being performed.

3:08 **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.

b) Method

Wages shall be paid 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 the cheque, or for electronic direct deposits delivered to the jobsite or mailed to the Employee's address on record or sent digitally if the Employee provides the Employer with an email address.

c) Pay on Termination

When an Employee is laid off, payment of all monies owing shall be made on the next pay run. When there is no payroll office on site, payment of all monies owing shall be made, or mailed by registered mail, to their last known address on the last pay regular pay run.

d) Penalty

Should Article 3:08 (c) not be adhered to, the Employer will pay a penalty of four (4) hours per regular working day at straight time rates until payment is made.

e) Employee Termination Record

In all cases of termination an Employee Termination Record, in the form of Appendix E, which includes the hours worked by the Employee in the final pay period, and for the previous week providing the information is available on the job site, shall be completed and provided to the Employee to finalize their employment. The form shall be signed by both the Employee and the Employer's supervisory authority.

ARTICLE 4:00 MANAGEMENT RIGHTS

4:01 The Employer retains full and exclusive authority for the management of its operations. The Employer shall direct their working forces at their sole prerogative including, but not limited to hiring, promoting, demoting, transferring, suspending, laying off, disciplining, and discharging for just cause. No rules, customs or practices shall be permitted or observed which limit or restrict production or restrict the working effort of the Employees. The Employer shall have the right to utilize the most efficient methods of 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, and by whom.

4:02 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 5:00 WORK STOPPAGE

5:01

- a) The Employer agrees that it will not cause or direct any lock-out of Employees.
- b) During the term of this Agreement there shall be no lockout by the Employer and no slowdown or work stoppage by the Union. Participation in a slowdown or work stoppage by an Employee shall justify grounds for dismissal of such Employee.

ARTICLE 6:00 GRIEVANCE PROCEDURE & ARBITRATION

6:01 It is agreed that it is the spirit and intent of this Agreement to address grievances promptly. All grievances must be initiated within ten (10) working days of the incident.

6:02 A grievance shall mean any difference or dispute concerning the interpretation, application, administration or alleged violation of this Agreement and shall be handled in the following manner.

Step I The aggrieved party shall discuss their complaint with their steward and the Foreperson 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 Business Representative and the Employer's Labour Relations Representative on site.

Step III If the grievance is not settled within thirteen (13) working days, excluding Saturday, Sunday and recognized holidays, from the date there is evidence of a grievance having occurred, either party may request that the grievance be referred to the Union's International Representative and the Head Office Representative of the Employer. 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 in Step II.

Arbitration

Step VII The Union together with the CLR Construction Labour Relations Association of Saskatchewan Inc. will establish a list of six (6) acceptable Arbitrators. The single Arbitrator will be chosen in rotation from this list.

Step VIII Both parties to the dispute shall share equally the expenses and fees of the Arbitration.

Step IX 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 X When either party requests that a grievance be submitted to Arbitration, it shall make such a request in writing addressed to the other party to this Agreement with a copy to the Executive Director of the CLR Construction Labour Relations Association of Saskatchewan Inc. Within ten (10) working days of receipt of notice to proceed to Arbitration, the Executive Director will advise both parties of the Arbitrator together with the item and place of Arbitration.

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 the Employee when, in the opinion of the Arbitrator, an injustice has been done. The Arbitrator shall render their decision no later than thirty (30) calendar days from the hearing date.

Step XII The decision of the Arbitrator shall be final and binding upon both parties.

ARTICLE 7:00 PRE-JOB AND MARK-UP CONFERENCES, JURISDICTION AND ASSIGNMENT OF WORK

7:01 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 worker 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 them 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 and Appeals Procedure.

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

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

7:02 **Jurisdictional Disputes Resolution**

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 8:00

HOURS OF WORK, OVERTIME, SHOW UP TIME, SHIFTS AND REST BREAKS

8:01 Hours of Work

The work week, for payroll purposes, shall end on Saturday (except as otherwise provided for) and Employees shall be paid on the last work day of the following week for all work performed during the previous work 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.

By mutual agreement in writing between the Business Manager and the Employer, the following 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.

a) Five Day Work Week Schedule

The normal hours of work shall be between the hours of 7:00 a.m. and 4:30 p.m. Monday through Friday inclusive, with one-half (1/2) hour for lunch. The one-half (1/2) hour lunch break shall be taken within one half hour of mid shift.

b) Four Day Work Week Schedule

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. The normal hours of work shall be between the hours of 6:00 a.m. and 5:30 p.m. with one-half (1/2) hour for lunch. The one-half (1/2) hour lunch break shall be taken within one half hour of mid shift.

8:02 Overtime

The Employer may establish hours of work per week to be either eight (8) hours per day, Monday through Friday or ten (10) hours per day Monday through Thursday.

Scheduled overtime shall be avoided whenever possible. 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 straight (regular) time available in a work week to that employee before qualifying for overtime in the same work week. An excused absence is exempt from this provision.

When an Employee works excessive overtime and a rest break of at least eight (8) hours does not occur before they report 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.

When an Employee is requested and agrees to work two (2) hours or more of unscheduled overtime, a free meal (hot when possible) and beverage will be provided. The meal will be provided during the first two (2) hours of overtime 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.

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. With one (1) day working notice prior to the start of the next work week, the Employer may implement a four-day work week schedule
- 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 or Tuesday to Friday. 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 or Tuesday 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 or Tuesday through Friday.
- iv. Hours worked on Fridays (other than as a make-up day) or Monday (on a Tuesday to Friday schedule) 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 or Mondays shall be paid at double time (2x). Time worked on Fridays or Mondays shall be on a voluntary basis and each Employee has the right to refuse such work. The Employer must advise each Employee in advance the minimum number of hours to be worked or paid for on Fridays or Mondays.
- v. When working under the Monday to Thursday 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 on a Monday to Thursday schedule. 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 after which the double time (2x) rates shall apply. In no case shall the time scheduled on a make-up day be less than eight (8) hours. Time worked on make-up days shall be on a voluntary basis and each Employee has the right to refuse such work.

c) Saturdays, Sundays and Holidays

The first ten (10) hours of overtime on Saturdays shall be at time and one-half (1.5x) rate. All other hours worked on Saturdays and all hours worked on Sundays and recognized holidays shall be paid at double time (2x).

8:03 Show Up Time

- a) When an Employee reports for work but is not placed to work or is unable to continue to work because of inclement weather or any other reason beyond the control of the Employer, the following shall apply:
 - i. If an Employee is not placed to work, they shall receive a minimum of two (2) hours pay at the applicable rate of pay or the actual waiting time. When an Employee is placed to work, they will be paid a minimum of three (3) hours pay.
- b) The decision and instructions to start or cease waiting or working shall be made by the Employer. Any Employee failing to comply with such decision or instruction shall not be entitled to the foregoing minimum.

8:04 Shifts

- a) The Employer may establish multiple shifts. Shifts must remain in effect for a minimum of three (3) consecutive shifts, otherwise the Employee shall come under the terms of the regular work day or week.
- b) Employees assigned from one shift to another shall receive at least twenty-four (24) hours' notice prior to such reassignment. In no case shall an Employee suffer loss of regular weekly earnings due to shift change.
- c) For the purpose of defining the shifts, the first shift shall be the day shift which commences at 8:00 a.m. This starting time may be varied in accordance with Article 8:01. The second shift shall be the afternoon shift and shall follow the first shift. The third shift shall be the night shift and shall follow the second shift.
- d) Employees assigned to the second or third shift shall receive a shift premium of three dollars (\$3.00) of regular pay for all hours worked. There shall be no pyramiding of premium pay.

8:05 Rest Breaks

Two (2) work breaks shall be allowed each day during normal working hours or shift. One (1) work break shall be allowed for every two (2) hours of overtime worked. If overtime is to follow the regular work shift, a work break shall be allowed before commencing overtime provided that the overtime work is expected to extend beyond one (1) hour's duration. Ten (10) minutes shall constitute this work break and the men shall not abuse this privilege.

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

ARTICLE 9:00 RECOGNIZED HOLIDAYS AND VACATION

9:01 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 | |

9:02 Under no circumstances shall any work be performed on Labour Day except in cases of emergency involving life or property. When a recognized holiday falls on a Saturday or Sunday, the next following work day shall be taken as an alternate day off. When two (2) recognized holidays fall on a succeeding Saturday and Sunday the following Monday and Tuesday shall be taken off as alternate days. Employees who are required to work on a recognized holiday shall receive appropriate overtime. Recognized holiday pay shall be set out in Appendix "A".

9:03 Vacation pay shall be set out in Appendix "A" attached hereto.

ARTICLE 10:00 WAGE SCALES AND FRINGE BENEFITS

10:01 All workers covered by this Agreement shall be classified and paid in accordance with the classification and wage scales as outlined in Appendix "A" attached hereto.

10:02 The Employer shall pay into all funds outlined in Appendix "A" attached hereto and hereby adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of such trust funds. 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.

ARTICLE 11:00 GENERAL WORKING CONDITIONS

11:01 General working conditions shall be as stated at the pre-job conference.

ARTICLE: 12:00 SAFETY AND PRODUCTIVITY

12:01 It is agreed that the Employer and Employee shall maintain and abide by safety regulations, acts or requirements established by job conditions and applicable Provincial and Federal legislation.

12:02 Both the Employer and the Union recognize the mutual value of improving, by all proper and reasonable means, the safety and productivity of the individual worker and shall co-operate to promote such increased safety and productivity in order to enhance the best interests of the industry.

12:03 The Union shall place no limitations upon the amount of work which an Employee shall perform during the working day and there shall be no restriction imposed against the use of any type of machinery, tools, or labour saving devices.

12:04 It is understood and agreed that the Employers shall at all times comply with the Accident Prevention Regulations made pursuant to the current Occupational Health and Safety provisions of the Saskatchewan Employment Act and any refusal on the part of the worker to work or to continue work in contravention of such regulations shall not be deemed to be a breach of this Agreement.

12:05 Tools shall be well maintained and in safe operating condition.

12:06 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.

Workers being dispatched to the project must have obtained certification in:

- Part 1
- Part 2
- Aerial Lift Platform
- Fall Arrest
- Confined Space
- Other specific training as mutually agreed

The parties agree that the first preference for training should be through the union's training centres.

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.

12:07 The Union agrees to reimburse the Employer for any cost resulting from a pre-access Alcohol and Drug test that is missed without a bona fide reason or failed by a UA 179 member.

ARTICLE 13:00 TRANSPORTATION EXPENSE

The transportation expense shall be the vehicle allowance rate published by Canada Revenue Agency ("CRA") 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.

13:01 **Local Residents**

- a) Local residents shall not be entitled to initial, terminal or rotational transportation or subsistence allowance. On camp jobs, they shall not be entitled to daily transportation or camp accommodations.
- b) Where a camp kitchen is established a local resident Employee shall be entitled to a noon meal at no cost.
- c) Local residents living beyond thirty (30) kilometres of the project shall be paid the maximum CRA vehicle allowance rate per kilometre from their residence to the edge of the free zone and return for every day the Employee works or reports for work.

13:02 **Free Zone**

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

13:03 **Daily Transportation**

When an Employee is required to supply their own transportation beyond the City Limits of Regina or Saskatoon, each Employee shall be paid a transportation expense equal to the maximum CRA vehicle allowance rate 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 their straight time rate for the actual travel time.

In exceptional circumstances, a travel subsidy may be paid to an employee by mutual agreement between the Employer and the Union for a project within the City Limits of Saskatoon or Regina, subject to the concurrence of the Project Owner.

13:04 **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 the maximum CRA vehicle allowance rate per road kilometre when supplying their 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 kilometre Free Zone.

When an Employer is providing transportation, each Employee shall be paid an allowance equal to their 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.

13:05 Initial and Terminal Transportation

On projects where accommodation is supplied or paid for, each Employee shall be paid an initial transportation expense equal to the maximum CRA vehicle allowance rate per road kilometre to the project site from the dispatch point. For an Employee to qualify for initial transportation expense the Employee must remain fifteen (15) calendar days or until lay-off (whichever comes first). An Employee remaining thirty (30) calendar days, or in the event of a lay-off, shall have their terminal transportation expense paid to the dispatch point. The thirty (30) road kilometre Free Zone does not apply to initial and terminal transportation.

13:06 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 the dispatch point, each Employee shall receive round trip transportation expense at the maximum CRA vehicle allowance rate 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.

For any project inaccessible by road, the rotation arrangement may, by mutual agreement, be adjusted by the Employer and the Union.

**13:07 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 14:00 CAMPS/COMMERCIAL
ACCOMMODATION/SUBSISTENCE**

Local Residents

Local Residents shall not be entitled to commercial accommodation and board or subsistence allowance. On camp jobs they shall not be entitled to camp accommodation. Where a camp kitchen is established a local resident Employee shall be entitled to a noon meal at no cost.

14:01 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.

14:02 **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.
- d) On sites where the camp is beyond reasonable walking distance, transportation shall be provided.
- e) Camp accommodations (in accordance with the current camp rules and regulations, or any successor standards) shall remain available on weekends for those Employees who elect to remain in camp.

14:03 **Subsistence**

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

In exceptional circumstances, a living allowance subsidy may be paid to an Employee by mutual agreement between the Employer and the Union on projects within one hundred (100) kilometres of the City Halls of Regina or Saskatoon, subject to the concurrence of the Project Owner.

- b) For projects greater than three hundred (300) kilometers from the cities of Saskatoon or Regina (whichever is closer), 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 with appropriate receipt for proof of accommodation.

For projects less than three hundred (300) kilometers from the cities of Saskatoon or Regina (whichever is closer), subsistence on a four (4) day work schedule will be paid on a days-worked basis. In certain circumstances, a fifth day of subsistence allowance may be paid upon proof of expense incurred.

- c) 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.
- d) Subject to the 100 km requirement in (a), all Employees leaving for out-of town work shall be paid the subsistence allowance for the day prior to the day of initial hire at the project providing they commence work at the regular starting time on the following day and provide proof of their prior night's accommodation (appropriate receipt).

- e) If an Employee is laid off, they should be laid off so that they have time to travel home on the same day during regular working hours. If they are required to work and cannot travel home during regular working hours, they shall be paid subsistence allowance for the following day.

14:04 Subsistence Allowance

- a) In all instances the subsistence allowance per calendar day worked shall be as follows:

Effective February 27, 2022 as determined by the quadrant subsistence review

- b) 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, they shall forfeit subsistence allowance for such absenteeism or leaving work without written permission 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 "F" to this agreement. Upon a specific request by the Union, the Employer shall forward a copy of an Employee's Leave of Absence Request form. It is not intended that such forms be requested by the Union for all Employees.

ARTICLE 15:00 SUBCONTRACTING

15:01 It is agreed that any subcontractor engaged by the Employer to perform work on the job site within the jurisdiction of the Union must conform to the terms and conditions of this Agreement.

ARTICLE 16:00 APPRENTICES

16:01 Apprentices shall be employed on work covered by this Agreement. Refer to Appendix "A" attached hereto for details. Apprentices shall be hired at a ratio of not more than one (1) apprentice per two (2) Journeypersons. To support the goal of attracting and retaining apprentices, the Employers agree to use best efforts to employ at least one (1) apprentice per eight (8) Journeypersons, where practical. Fourth year and above apprentices shall be excluded from the ratio.

ARTICLE 17:00 SPECIAL CONDITIONS & ENABLING

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

The parties have also adopted the enabling procedure in Appendix G.

ARTICLE 18:00 LABOUR MANAGEMENT COMMITTEE

18:01 The signatories of this Agreement shall form a Labour Management Committee, to meet periodically for the purpose of discussing mutual problems and matters of interest.

ARTICLE 19:00 SAVING CLAUSE

19:01 If any provisions of this Agreement are in conflict with the laws or regulations of Canada or Saskatchewan, such provisions shall be superseded by such law or regulation. Unless prohibited from doing so by such law or regulation, or by ruling of any Court or Board of competent jurisdiction which has declared any provision of this Agreement invalid or inoperable, the parties of the Labour Management Committee shall within thirty (30) days' notice of either upon the other, commence negotiations, the sole and restricted purpose of which shall be to provide adequate legal replacement of such provision. In the event that such negotiations do not result in Agreement upon a legal replacement for such provision within fourteen (14) days of commencement of negotiations, or such longer period as may be mutually agreed upon between the parties, the matter shall be resolved in accordance with Article 6:00.

ARTICLE 20:00 BUILDING TRADES PER CAPITA

20:01 The Employer agrees **to deduct from each Employee** covered by the terms of this Agreement, five cents (\$0.05) per hour for each hour worked by the Employee. Such deduction(s) to be remitted not later than the fifteenth (15th) day of the following month and made payable to Local Union 179. The Local Union shall forward said monies to the Saskatchewan Provincial Building and Construction Trades Council (SPB & CTC) at 1 - 1224 Wallace Street, Regina, Saskatchewan, S4N 3Z4. 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 & 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:

CLR	\$0.10/hour	(Plus GST)
CODC Fund	<u>\$0.06</u> /hour	(Plus GST)
TOTAL	<u>\$0.16</u>/hour	

The rate of fees contributed on behalf of CLR may be changed at any time during the term of this Agreement by written notice to the Employer by CLR.

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 DURATION AND TERMINATION

22:01 The Agreement shall be effective from February 27, 2022 and shall remain in full force and effect until midnight February 28, 2027, and thereafter from year to year provided that at any time not more than one hundred and twenty (120) days and not less than sixty (60) days before the expiry date or any extended 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 Employment Act, bargain collectively with a view to renewal or revision of this Agreement or the conclusion of a new Agreement.

ARTICLE 23:00 APPENDIX "A" (WAGE SCALES AND FRINGE BENEFITS)

23:01 Appendix "A" attached hereto forms part of this Agreement and is applicable to all signatory companies and all Employers working under the terms of this Agreement.

EACH OF THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AND CAUSED IT TO BE SIGNED BY ITS DULY AUTHORIZED REPRESENTATIVE(S) AS OF THE 2nd DAY OF March, 2022.

SIGNED ON BEHALF OF: LOCAL 179 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA

[ORIGINAL SIGNATURE ON FILE]

[ORIGINAL SIGNATURE ON FILE]

Michael McLean
Business Manager

Brandon Faul
Business Agent

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

[ORIGINAL SIGNATURE ON FILE]

[ORIGINAL SIGNATURE ON FILE]

Ron Balzer
Trade Division Chairperson

Warren Douglas
CLR Executive Director

APPENDIX A - WAGE SCALES AND FRINGE BENEFITS

1. Union Regulations

The Employer recognizes the Union as the sole collective bargaining agency for all Employees within the jurisdiction of Local Union 179 of the United Association of Journeymen and Apprentices of the Pipefitting Industry of Saskatchewan.

Geographical Jurisdiction

Local 179: The Province of Saskatchewan

2. Wage Rates and Classifications

	Feb 27, 2022	Feb 26, 2023	Feb 25, 2024	Mar 2, 2025	Mar 1, 2026
Journeyman Base Wage	46.50	47.59	48.69	49.81	50.67
Holiday Pay	2.09	2.14	2.19	2.24	2.28
Vacation Pay	2.92	2.98	3.05	3.13	3.18
Health and Welfare	1.89	1.89	1.89	1.89	1.89
Pension*	5.00	5.00	5.00	5.00	5.00
Education Trust Fund	0.65	0.80	0.80	0.80	0.80
Industry Service Fund	0.64	0.64	0.64	0.64	0.64
Canadian U.A. Training Fund	0.05	0.05	0.05	0.05	0.05
Political Action Fund – UA Canada	0.02	0.02	0.02	0.02	0.02
Political Action Fund – Local 179	0.01	0.01	0.01	0.01	0.01
Int'l Training Fund	0.05	0.05	0.05	0.05	0.05
Total Package	59.82	61.17	62.39	63.64	64.59

*Please see Letter of Understanding regarding Pension contributions.

Forepersons -12.5% above Journeyman rate

Forepersons certified in the CODC Better SuperVision course, UA Foreperson course* or equivalent shall be paid 15% above Journeyman rate.

* UA Foreperson course includes completion of the classroom component, Leadership for Safety Excellence and the on-the-job course field evaluation report.

General Forepersons - 25% above Journeyman rate

3. Apprentices

Apprenticeship Rate

The rates of pay for indentured Apprentices, effective February 27, 2022, shall be:

<u>YEAR</u>	<u>TIME</u>	<u>% RATE OF JOURNEYPERSON</u>	<u>HOURS</u>
One	First twelve months (the first 900 hours shall be considered as the probationary period)	50%	0 – 1,800 hours
Two	Second twelve months	60%	1,801 – 3,600 hours
Three	Third twelve months	75%	3,601 – 5,400 hours
Four	A period of at least twelve months	85%	5,401 – 7,199 hours
Four	Completion of level 4	90%	7,200 + hours

Welder Apprentices

<u>YEAR</u>	<u>TIME</u>	<u>% RATE OF JOURNEYPERSON</u>	<u>HOURS</u>
One	First twelve months (The first 900 hours shall be considered as the probationary period.)	50%	0 – 1,800 hours
Two	Second twelve months	65%	1,801 – 3,600 hours
Three	Third twelve months	85%	3,601 – 5,400 hours

The pension contributions for indentured Apprentices shall be:

<u>YEAR</u>	<u>PENSION CONTRIBUTION</u>
One	50% of Journeyperson Contributions
Two	60% of Journeyperson Contributions
Three	75% of Journeyperson Contributions
Four	85% of Journeyperson Contributions
Four (completion)	90% of Journeyperson Contributions

<u>WELDER</u>	<u>PENSION CONTRIBUTION</u>
One	50% of Journeyperson Contributions
Two	65% of Journeyperson Contributions
Three	85% of Journeyperson Contributions

On the recommendation of the Joint Training Committee, this clause may come under review during the term of this Agreement.

The Apprenticeship Standards for Plumbing and Steamfitting/Pipefitting adopted by the Joint Training Committee of Saskatchewan representing U.A. Local Union 179 and the certified mechanical and piping Employers signatory to a United Association Collective agreement constitutes part of this appendix.

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

4. Recognized Holiday Pay

Recognized Holidays to be paid for at a rate of four and one-half percent (4.5%) of the Employee's total wages exclusive of overtime, and shall be paid weekly or on termination.

5. Vacation Pay

Each Employee shall be entitled to annual vacation and vacation pay in accordance with the Employment Standards provisions of the Saskatchewan Employment Act. As a minimum each Employee shall be entitled to three (3) weeks annual vacation and be paid vacation pay based on six percent (6%) of the Employee's total gross earnings and shall be paid weekly, or upon termination of employment.

6. Fringe Benefits

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 their 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 employer shall have the option to utilize electronic fund transfers for the benefits outlined below.

a) Health & Welfare

The Employers subject to this Agreement agree to contribute the amount established in the respective wage schedule per hour of labour earned, capped at one and one-half times (1.5x) the contribution for overtime hours, by their Employees covered by the terms of this Agreement. Contributions will be made on the basis of full or half hours.

All amounts paid by the Employer to the Health and Welfare Fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amounts from the Employee's wages.

In case of failure of the Employer to contribute into the Fund on the due date, the Trustees in their joint names may take legal action against the Employer for recovery of the amount due.

The Trustees shall have full authority by majority vote with equal representation on both sides to determine the amounts and select and enter into the forms of insurance required and shall be responsible for the administration of the Plan, increasing and decreasing of benefits

payable and the eligibility of claims payable including any necessary plan adjustments to prevent duplication of contributions and coverage in the event of compulsory Government legislation.

The terms of the Health and Welfare Plan shall not be negotiable under the terms of any collective bargaining agreement. Only that portion pertaining to the number of cents per hour earned may be negotiated in each succeeding Agreement.

The Employer and the Union agree to comply with all the provisions and requirements of the Health and Welfare Trust Fund and the Declaration of Trust established between the Employer and the S.P.P.T.A. dated April 1, 1969 and amended July 13, 1970, or as amended from time to time since 1970 and future amendments and with such rules and regulations as the Trustees of the Fund deem necessary for the successful operation of the said Trust Fund.

The Employers and the S.P.P.T.A. shall elect an equal number of Trustees to the above mentioned Health and Welfare Trust Fund. The Trustees so elected shall not exceed eight (8) in number. In the event of any Trustee ceasing to act, they shall be replaced by another Trustee to be elected by the party who had elected the Trustee who ceased to act.

b) Pension Trust Fund

The Employer shall contribute the amount established in the respective wage schedule for every hour of labour earned, capped at one and one-half times (1.5x) rate of contribution for overtime hours, by their Employees covered by the terms of this Agreement. Contributions will be made on the basis of full or half hours.

Selection, implementation and administration of the above mentioned Pension Plan is to be carried out and continued by the Trustees of the Health and Welfare Trust Fund.

These contributions shall be in addition to any compulsory Government Pension Plan.

All amounts payable by the Employer to the Pension Trust Fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amounts from the Employees' wages. This paragraph refers to the employer contributions only and does not refer to mutually agreed employee deductions to the Fund.

In the case of failure of the Employer to contribute into the Pension Fund on the due date, the Trustees in their joint names may take legal action against the Employers of the recovery of the amount due.

The terms of the Pension Trust Fund and Plan shall not be negotiable under the terms of any collective bargaining agreement. Only that portion pertaining to the number of cents per hour earned may be negotiated in each succeeding agreement.

Joint Trust Fund

In respect of all jointly Trusteed Funds established in this Agreement, the Chairman and Secretary shall be selected by the Trustees from the Trustees.

c) Education Trust Fund

The Employer shall contribute the amount established in the respective wage schedule per hour for every hour of labour worked by their Employees covered by the terms of this Agreement. Contributions will be made on the basis of full or half hours.

The terms of the Educational Trust Fund shall not be negotiable under the terms of any collective bargaining agreement. Only that portion pertaining to the number of cents per hour worked may be negotiated in each succeeding Agreement.

The Employer and the Union agree to comply with all the provisions and requirements of the Education Fund and the Declaration of Trust established between the certified mechanical and piping Employers signatory to a United Association Collective Agreement and U.A. Local 179, with such rules and regulations as the Trustees deem necessary for the successful operation of the said Trust Fund.

In case of the failure of the Employer to contribute into the Fund on the due date, the Trustees in their joint names may take legal action against the Employer for recovery of the amount due.

d) Industry Service Fund

The Employer shall contribute the amount established in the respective wage schedule per hour for every hour of labour worked by their Employees covered by the terms of this Agreement.

Note: Of the contribution amount, fifteen cents (\$0.15) shall be for the use of Local 179 as an Organizing Fund and five cents (\$0.05) shall be for a UA Local 179 Future Building Fund.

All amounts paid by the Employer to the Industry Service Trust Fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amounts from the Employees' wages.

Notwithstanding anything to the contrary, or which might be construed to the contrary, as herein before set forth, the said Fund shall not be used to damage the reputation of either the Employers or the Union or to propose or publicize by any means whatsoever anything concerning labour grievances, disputes, strikes, lockouts, or impending litigation between the contributors and the Union(s). A regular audited statement showing all disbursements of funds shall be given to the CLR Construction Labour Relations Association of Saskatchewan Inc. when requested.

Note: The Employers have committed monies, for use by Local Union 179, for the management and delivery of safety training and other programs to be administered through the Industry Service Fund. These monies are not part of wages but for administration convenience have been included in the Industry Service Fund in the Wage Rates and Classification schedules.

e) Canadian U.A. Training Fund

The Employer(s) shall contribute the amount established in the respective wage schedule per hour for every hour of labour worked by their Employee(s) covered by the terms of this Agreement to the United Association Canadian Training Trust Fund.

f) Government Relations Fund

The Employer(s) agree to contribute the amount established in the respective wage schedule per hour for every hour of labour worked by their Employee(s) to the United Association Government Relations Fund.

g) International Training Fund

The Employer(s) agree to contribute the amount established in the respective wage schedule per hour for every hour of labour worked by their Employee(s) to the United Association International Training Trust Fund.

h) 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 in Article 21:00 along with the **CODC Employer Report Form** and monthly **employee data** to CODC by the 15th of the month following the month in which the hours were worked. This will also facilitate the confidential determination of eligibility by the EFAP provider for the CODC PRO Care Plan.
- ii. The data is to be submitted in the following way:
 - Entering the data manually on the secure CODC CONx website <https://www.codcconx.com>
 - OR
 - Uploading an excel spreadsheet in the **required format** to the website (a sample spreadsheet can be downloaded from the website)

Hard copies of data will not be accepted.

i) Remittance Process

Remittance to the Funds listed as a) through g) below are to be recorded on a Form to be provided by Local 179. The Form along with a single cheque for the total of the remittances are to be forwarded monthly on or before the fifteenth (15th) day of the month following the month in which they were earned to the “Saskatchewan Piping Industry Trust Fund” c/o The Royal Bank of Canada, P.O. Box 9345, Station A, Toronto Ontario M5W 3M2.

FUND	Feb 27, 2022	Feb 26, 2023	Feb 25, 2024	Mar 2, 2025	Mar 1, 2026
Health & Welfare Fund	1.89	1.89	1.89	1.89	1.89
Pension Trust Fund – Employer Contribution	5.00 ER+	5.00 ER+	5.00 ER+	5.00 ER+	5.00 ER+
(ER)	2.25 EE	2.25 EE	2.25 EE	2.25 EE	2.25 EE
Employee deduction (EE)	7.25	7.25	7.25	7.25	7.25
Education Trust Fund	0.65	0.80	0.80	0.80	0.80
Industry Service Fund	0.64	0.64	0.64	0.64	0.64
Canadian UA Training Fund	0.05	0.05	0.05	0.05	0.05
Political Action Fund – UA Canada	0.02	0.02	0.02	0.02	0.02
Government Relations Fund – Local 179	0.01	0.01	0.01	0.01	0.01
International Training Fund	0.05	0.05	0.05	0.05	0.05
Total	10.56	10.71	10.71	10.71	10.71

7. Working Conditions

The Employer shall make reasonable provision for safety and health of the Employees during the hours of their employment. Protective devices such as welding gloves, welders helmets, welding equipment and shoulder leathers shall be provided to all welders; welding gloves to be provided for personnel assisting welders. Above items will not be re-issued until used items are returned.

On abnormally dirty maintenance, construction, revamp, and repair work, in which the Employee's clothes may be abnormally or permanently damaged, the Employer shall supply clean and maintain the necessary protective clothing and coveralls where appropriate, particularly on but not limited to all corrosive work, at no cost to the Employee for all Employees covered by this agreement.

No charge shall be made against the Employee for above items which are returned in reasonable condition or which are lost or damaged beyond the Employee's control and are reported immediately.

Hard hats, hard hat weather liners and grinding goggles shall be supplied by the Employer where necessary and any other safety devices and equipment that may be required by Employees when they are working under other than normal working conditions. Snap-on safety glasses to be provided to each Employee who must wear prescription glasses. On Industrial Sites and where required, anti-flash glasses shall be supplied to all Employees. Above items will not be re-issued until used items are returned.

Whenever it is necessary for a welder to take ability tests of annual renewal other than the Original Saskatchewan Certification, the Employer shall pay for such tests, provided the employee passes the test. All such tests shall be conducted on the Employers' time at the prevailing rate of wages for actual time to take test. Original Saskatchewan Certification shall mean Saskatchewan Boiler Vessels P1-F3 and F4 Pressure Ticket. If a welder has to travel outside the city limits of the city where they reside or is employed they shall receive the applicable travel allowance, travel time, and subsistence if applicable, provided that the renewal date of the unexpired certificate is at least 30 days after the date of the dispatch to the Employer.

On all projects where camps are not established, the Employer shall supply to all Employees adequate lunch and change room facilities. Employees shall co-operate with the Employer in maintaining these facilities. Adequate washrooms and toilet facilities, meeting the requirements of the current Saskatchewan Occupational Health and Safety provisions of the Saskatchewan Employment Act and Regulations, shall be provided on all projects.

When an Employee is laid-off, the Employer shall provide the Employee one (1) hour to clear the tool crib, obtain tool crib clearance, and finalize employment before leaving the jobsite. The Employee will be on the payroll during the above clearance time.

Notice of layoff or discharge shall be given in accordance with the Employment Standards provisions of the Saskatchewan Employment Act.

8. Responsibilities of Union Trustees

For the purpose of satisfying the provisions of this Agreement in respect to the Pension Fund, Health and Welfare or other Funds involving the U.A. or S.P.P.T.A., the Employers signed to or working under this Agreement agree that the Trustees or their successors shall have sole authorization to maintain such funds with authority to interpret applicable Trust Documents, establish rules and regulations for such Funds and interpret same. Further, the Employers employing Union members under the terms of this Agreement agree the Trustees of such Funds shall maintain the General Administration and the right to select or elect from time to time, Administrators for such Funds.

9. Non-Destructive Testing

When the Employer is responsible for non-destructive testing, this work shall be performed by an Employer in agreement with the Quality Control Council of Canada.

10. Fabrication

- a) This article is a material and substantial part of this agreement, establishing terms of employment.
- b) Piping at the option of the Employer may be fabricated on the job site or in a shop. Unless a part of a dimensioned welded pipe formation, the butt welding of all mill run lengths, regardless of size, shall be done on the job site.
- c) All piping for comfort heating and air conditioning will be fabricated at the job site. This includes boiler plants used only for generating steam for comfort heating systems.

- d) Piping requiring heat or other special treatment or the use of special tools and equipment may be fabricated on the job site or in the shop.
- e) All bends may be fabricated on the job site or in a shop.
- f) Where the word "shop" is used in this section it shall be defined as a pipe fabrication shop under agreement with the United Association or one of its Local Unions.
- g) The United Association and its affiliated Local Unions reserve the right to refuse to handle, erect or install fabricated piping sent to the job that has not been fabricated by Building Trades Journeypersons and Apprentices employed by an Employer under any agreement with the United Association or its affiliated Local Unions, and receiving the prevailing Building Construction wage rate in effect wherever the pipe fabricating shop may be located. Both parties acknowledge that exceptions may arise when the owner requires the Employers to install component parts of an industrial piping system such as skid mounted vessels, pumps, driers, exchangers, etc., (but excluding pipe and piping formations between such components). Prior to commencement of the project and upon notification to the Employer by the owner that the Employer is required to install such components and if the matter cannot be mutually resolved between the signatories to this agreement it shall be immediately referred to a permanent review panel consisting of three members appointed by the Union and three members appointed by the Employer.

This panel shall establish its own terms of reference which will include provisions for a final and binding settlement on such matters.

11. Pipe Hangers and Pipe Supports

- a) All pipe supports and pipe hangers made of structural shapes only which can be fabricated from drawings or specifications, prepared by the responsible designing, engineering company or companies, are not covered by this agreement. Such pipe supports and pipe hangers shall be shipped to the job unattached and erection shall be covered by the terms of this agreement.
- b) All hanger rods, pipe supports and pipe hangers which require field dimensions for fabrication, by the Employer on or off site, are covered by this agreement.
- c) All catalogue items such as clamps, U-bolts, etc., may be purchased from any sources at the option of the Employer. Erection of such items shall be covered by the terms of this agreement.

12. Clearance and/or Referral Slip

- a) Where a clearance or referral slip contains an individual authorization to deduct and remit union dues and other deductions, such slips shall satisfy the provisions of Article 3:04 of this Agreement and shall not be revocable until the project to which the Employee is dispatched is completed and turned over to the owner.
- b) The Union shall send, by facsimile or email, a dispatch referral slip to the office location designated by the Employer. Where there is not a facsimile on the jobsite the Employer shall

send a copy of the referral slip to the site office with the next payroll. Copies of the referral slips shall be made available to the shop steward.

13. Scope

It is agreed that Article 1:00 may be extended to include other work with the mutual consent of the U.A. and the appropriate Employer.

14. Right To Designate To Various Funds

The Union shall have the right to designate a portion of any increase over the life of this Agreement to any Fund or Funds mentioned in this Agreement, provided such designation is made on the annual anniversary date of this Agreement with thirty (30) days advanced notice in writing.

APPENDIX B – MAINTENANCE

1. DEFINITION OF MAINTENANCE

All work performed by the Company on existing equipment and machinery, including all associated work in a given plant, shall be maintenance. This shall include replacement of existing individual items of machinery and equipment with new units, including all associated work. It is understood that this concept would not include replacement of an entire process system installation in a facility in order to increase production.

Addition of spare machinery or equipment may be done under this appendix provided it is for debottlenecking purposes. Example: There are two existing pumps. Both pumps are required to run at all times to maintain full production. A spare may be added for the purpose of having one pump down for maintenance.

The word "repair" used with the terms of this Appendix and in connection with maintenance, is work requested to restore by replacement or by revamp of parts of existing facilities to efficient operating conditions.

Changes to existing units for reasons of feed stock changes or fuel changes shall be maintenance.

The word "renovation" used within the terms of this Appendix and in connection with maintenance, is work required to improve and / or restore by replacement or by "revamp" of parts of existing facilities to efficient operating conditions.

In the event a dispute arises as to whether a work operation is new work or work falling within the scope of this Appendix, the matter shall be referred to the CLR and the Union for final determination.

2. WAGES

The wages for maintenance work performed under this Appendix shall be \$0.75 per hour less than base rates set forth in Appendix A.

3. OVERTIME

When an employee is required to work in excess of the regular hours Monday through Friday, they shall be paid overtime at a rate of time and one half (1 ½) the regular rate of pay. Double-time (2) will be payable after twelve (12) hours worked.

Employees working on a Saturday, shall be paid at an overtime rate of time and one-half (1 ½) the regular rate of pay. Double-time (2) will be payable after twelve (12) hours worked.

Employees working on a Statutory Holiday (as outlined in Article 9) shall be paid at an overtime rate of time and one half (1 ½) the regular rate of pay. Double-time (2) will be payable after twelve (12) hours worked when the Holiday falls Monday through Saturday.

4. OPTIONAL BREAK

When ten (10) hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two breaks of one half ($\frac{1}{2}$) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift. In the event an employee is not able to take a break, the employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half ($1\frac{1}{2}x$) shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which work days are regularly scheduled in excess of ten (10) hours. A change in the scheduling of breaks will normally be communicated to the affected employees prior to the end of the work cycle before the change.

APPENDIX C REQUEST FOR WORKERS

CONTRACTOR NAME: _____

Date: _____

Phone Number: _____

Fax Number: _____

Turnaround or Shutdown: Yes ___ No ___

Requested By: _____

Sub & Travel: Yes ___ No ___

Report To: _____

Coveralls Supplies: Yes ___ No ___

Job Location: _____

Work to be Performed: _____

Date Required: _____

Start Time: _____

Orientation Time: _____

<u>Trade</u>	<u>Journey</u> person	<u>Apprentice</u>	<u>Year</u>	HOURS
Steamfitter/Pipefitter	_____	_____	_____	5 X 8s ()
Plumber	_____	_____	_____	4 X 10s ()
Sprinklerfitter	_____	_____	_____	6 X 10s ()
Basic Welder F3/4	_____	_____	_____	Other
Stainless/Chrome	_____	_____	_____	*****
Welder 6/5	_____	_____	_____	Day Shift _____
Refrigeration	_____	_____	_____	Night Shift _____
Mechanic	_____	_____	_____	*****
Instrument Mechanic	_____	_____	_____	Approximate Duration
Gasfitter	_____	_____	_____	_____ Days
Pipefitter/Rigger	_____	_____	_____	_____ Weeks Plus
Fiberglass	_____	_____	_____	_____ Months Plus

Conditions of Employment are:

Industrial Contract: _____ Rate: _____
 Commercial Contract: _____ Rate: _____

“Strict Adherence to Contractor Safety Policy & Rules”

Special Requirements: _____

Notes: _____

<u>Welder Classification - Legend</u>			
<input type="checkbox"/> Welder	<input type="checkbox"/> SS Stick (F5)	<input type="checkbox"/> Inconel Stick (F43)	<input type="checkbox"/> Chrome Stick (F4)
<input type="checkbox"/> Carbon Stick (F4)	<input type="checkbox"/> B Welder (F3/F4)	<input type="checkbox"/> SS Tig (F6)	<input type="checkbox"/> Inconel Tig/Stick (f43/F43)
<input type="checkbox"/> Chrome Tig Stick (F6/F4)	<input type="checkbox"/> Carbon Tig/Stick (F6/F4)	<input type="checkbox"/> CWB Flux-cored	<input type="checkbox"/> SS Stick Overlay (F5)
<input type="checkbox"/> Inconel Stick Overlay (F43)		<input type="checkbox"/> Other - Specify	<input type="checkbox"/> SS Chrome Tig Stick (F6/5)

APPENDIX D 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 E EMPLOYEE TERMINATION RECORD

Name: _____ Date: _____

Address: _____

City/Province: _____

Home Phone: (____) _____

Project: _____ Project #: _____

Reason for Termination:

- | | | |
|--|--|---|
| <input type="checkbox"/> Shortage of Work | <input type="checkbox"/> Retirement | <input type="checkbox"/> Pregnancy/Parental |
| <input type="checkbox"/> Strike or Lockout | <input type="checkbox"/> Work Sharing | <input type="checkbox"/> Leave of Absence |
| <input type="checkbox"/> Return to School | <input type="checkbox"/> Apprentice Training | <input type="checkbox"/> Quit |
| <input type="checkbox"/> Illness or Injury | <input type="checkbox"/> Dismissal | <input type="checkbox"/> Other |

Other - Explain: _____

<input type="checkbox"/> Final Pay Period	S	M	T	W	T	F	S	TOTAL
<input type="checkbox"/> Previous Pay Period								
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 F LEAVE OF ABSENCE REQUEST

CONTRACTOR: PROJECT:

NAME: DATE:

CRAFT & BADGE #: 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:

SUBSISTENCE APPROVED: YES NO

REASON FOR NON-APPROVAL:

EMPLOYEE SIGNATURE

FOREPERSON SIGNATURE

SUPERVISOR SIGNATURE

NOTE:

"Personal business" will not be considered sufficient reason to grant a leave of absence, unless discussed with Project Superintendent.

- a) Leave of absences will not be granted on the same day of the request, unless under extreme circumstances.
b) Upon a specific request by the Union, the Employer shall send 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 G – 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 notify of such terms. 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 Local Union agrees to respond within three (3) business days. If the Local Union does not respond within three (3) business days, the Employer shall be given the right to use the enabling as proposed and agrees to advise the CLR Construction Labour Relations Association of Saskatchewan Inc. that enabling has been granted. 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.

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: UA Local 179	Attention: _____
Telephone: _____	Fax: _____
FROM: _____	
Telephone: _____	Fax: _____

Please accept this as a request to bid the project outlined herein under the terms of the enabling provisions of the Commercial Provincial Utility Core Agreement currently in force.

PROJECT: _____

OWNER: _____

LOCATION: _____

VALUE: _____ BID TO: _____

TENDER CLOSING DATE: _____ PEAK WORKFORCE: _____

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.

UA Local 179 Business Representative

Contractor Representative

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: Forepersons

Contractors that are signatory to both the Industrial and Commercial agreements and, after having been awarded a contract for work which is within the jurisdiction of the Union and, which have notified the Local 179 Business Manager before the start of the project can, in addition to any other provision of the Agreement, name hire forepersons, 1 week prior to adding workers, based on the following:

Projected Peak Workforce of 10 Workers	1 Foreperson
Projected Peak Workforce of 20 Workers	2 Forepersons
Projected Peak Workforce of 30 Workers	2 Forepersons
Projected Peak Workforce of 40 Workers	3 Forepersons
Projected Peak Workforce over 40 Workers	To be negotiated

This Letter of Understanding shall be in force from the same date of signing and for the same duration as stated in Article 22:00 of the Collective Bargaining Agreement for Industrial Construction in the Province of Saskatchewan.

Signed this _____ day of _____, 2022.

For the Union

For the Employer

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: Subsistence Review Committee

WHEREAS the Parties to the Provincial Plumber/Pipefitter Agreement for Industrial Construction ("the Agreement") recognize the value of a process to adjust the Subsistence Allowance, as needed, in certain areas of the Province from time, and

WHEREAS the Parties recognize the value of working with others in the unionized construction sector specifically in regards to the amount of Subsistence Allowances,

THEREFORE IT IS AGREED that it is the intent of the Parties to join with others in the development and implementation of an Industry wide Subsistence Review process, as described in the following attachment, within the term of this Agreement.

This Letter of Understanding shall be in full force and effect from the same date of signing and for the same duration as stated in Article 22:00 of the Saskatchewan Plumber/Pipefitter Agreement for Industrial Construction.

Signed this ____ day of _____, 2022.

For the Union

For the Employer

- i. In certain situations, Employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodations and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such cases, the Employer shall provide one of the following options:
 - provide suitable room and board; or
 - directly pick up the cost of the room and pay a meal allowance to be determined as set out in this Article; or
 - the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:
- ii. Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the Business Manager of the Union may request that the Business Manager of the Saskatchewan Provincial Building and Construction Trades Council (SPB&CTC) issue a formal written request to the Executive Director of the CLR Construction Labour Relations Association of Saskatchewan Inc. (CLR) that a Subsistence Review Committee be established. Alternately an Employer may request that the CLR issue a formal written request to the Business Manager of the (SPB&CTC) that a Subsistence Review Committee be established. Upon formal written request the Subsistence Review Committee shall meet within five (5) working days of such request.
- iii. The Subsistence Review Committee will consist of one (1) representative appointed by the SPB&CTC and one (1) representative appointed by the CLR. Neither appointee shall be directly involved with the issue at hand. The Subsistence Review Committee will undertake such investigation as is necessary to determine whether the allowance paid will allow an Employee to purchase available accommodation and three (3) meals per day in the community or communities where the Employees will be domiciled. In the event that the Committee determines that the allowance is insufficient to purchase such lodging and meals, the Committee shall determine the amount by which the subsistence allowance will be adjusted. A decision of the Committee as to whether the allowance is sufficient or whether a specified adjustment is necessary shall be final and binding provided that both appointees mutually agree with the resolve. Any such mutually agreed upon decision shall be issued within five (5) days from the date of referral or such longer period as agreed between the CLR and the SPB&CTC.
- iv. In the event that the Committee fails to make the required determination or determinations within the period allowed, the meal and lodging costs ascertained by the Committee shall be referred, together with such other relevant evidence and argument as may be submitted by the parties, to an Umpire who shall be appointed within five (5) days in accordance with the provisions of Article V. The Umpire shall render a final & binding decision as to whether the subsistence allowance is sufficient to allow an Employee to purchase accommodations and meals in the subject community or communities, and if it is not the amount by which the allowance should be adjusted to afford the purchase of available lodging and meals. The decision of the Umpire shall be rendered within five (5) full days of the Umpire's appointment, or such longer period as agreed between the CLR and the SPB&CTC. The decision of the Umpire shall have the same binding effect and shall be subject to the limited review as a decision of an arbitrator in grievance proceedings. The fees and disbursements of the Umpire shall be borne equally by the CLR and the referring Union.

- v. If the parties are unable to resolve a difference as referred to above within ten (10) working days of notification of the difference, either party may notify the other in writing of its desire to submit the matter to arbitration. The notice referred to in this clause shall contain:
 - a) a statement of the nature of the grievance;
 - b) the section or sections of the Collective Agreement allegedly violated or contravened;
 - c) any relevant particulars such as names, dates and facts concerning the allegations;
 - d) the remedy requested; and
 - e) the name or list of names of persons who would be willing to accept the arbitrator's position, and the name of the party's nominee should an arbitration board be selected.

- vi. The Subsistence Review Committee and/or Umpire shall enter into a review when determining subsistence costs and in order to come to the conclusions that are necessary to carry out the objects in this clause some guidelines are included;
 - In the appropriate case the ability to decide on whether or not an increase in subsistence allowance shall be made retroactively to the date the matter was submitted to the Subsistence Review Committee.
 - To determine seasonal adjustments due to tourism, availability of rooms etc. which may affect the rate of subsistence over the entire course of the job; i.e. an increase in the costs during tourism season followed by a decrease at the end of the tourism season or some other situation.
 - Determine an appropriate accommodation cost based on what hotel rooms are available, how many such rooms are available, what hotels/motel to look at.
 - The cost of meals based on the range of standard camp meals routinely served in a camp pursuant to the Saskatchewan Camp Rules and Regulations, which are adopted in this Collective Agreement, over an average weekly period.
 - Such other reasonable and ancillary powers as may be necessary to achieve the purpose of this clause.

There shall be no more than one reference of these matters to a Subsistence Review Committee Umpire with respect to any community in a calendar year unless it can be shown that there has been a material change of circumstances within that calendar year. Such a review within a calendar year may be made by either the Employer or the Union.

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

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 Agreement for Industrial Construction.

Signed this _____ day of _____, 2022.

For the Union

For the Employer

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: Alternative Grievance Resolution

Whereas the parties are signatory to a collective agreement in effect until April 30, 2017 ("Collective Agreement") which provides for a Grievance Procedure and Arbitration in Article 6:00; and

Whereas the arbitration process provided for in the Collective Agreement can be time consuming and expensive for stakeholders involved; and

Whereas the parties are interested in piloting an alternative grievance resolution system ("Alternative System");

It is therefore agreed that the parties will have available to them the use of an Alternative System on a trial basis for a period of eighteen (18) months from the renewal of the Provincial Collective Agreement.

Recognizing that there are a variety of Alternative Systems available, it is further agreed that the parties will pilot a third-party system to assess whether it is successful in saving time and money for the stakeholders involved.

It is further agreed that:

1. As an alternative to either party requesting arbitration in Step III, after the processes and time frames described in Steps I through III have expired, both parties may mutually agree, on a case-by-case basis, to retain a third-party provider of an Alternative System. -The parties are permitted to mutually agree on other third-party Alternative Systems.
2. The decision reached at the end of the Alternative System process will be final and binding on the parties.
3. The decision of the alternative system will be restricted to the case being arbitrated and will not be precedential in nature.
4. The parties will jointly share the costs of the hearing process.

At any time during the eighteen (18) month trial period, the parties may meet to review their experiences and may mutually agree to extend the trial period, pilot a different system, close the trial process or come to some other mutual agreement.

This Letter of Understanding shall expire eighteen (18) months from the date of the renewal of the Collective Agreement.

Signed this _____ day of _____, 2022.

For the Union

For the Employer

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: Annual Subsistence Rate Review Process

Whereas the parties are signatory to a collective agreement that is effective February 27, 2022 and expires February 28, 2027; and

Whereas a part of the Memorandum of Agreement for the Industrial Collective Agreement 2014 – 2017 implemented a new process for establishing the subsistence rate for the wage and rate changes in 2016 and beyond; and

It is resolved that the parties create this Letter of Understanding documenting the intent of the transitional process, capturing the agreement reached at the negotiating table.

The following is an excerpt from the Memorandum of Agreement outlining the intent of the parties regarding this review:

**** Annual sector subsistence review components to use the existing Letter of Understanding regarding subsistence review committee:**

- Annual subsistence review by region based generally on each sector per provincial map
- Exclusion cities (Saskatoon and Regina) and exception zones (Estevan and Lloydminster) exempt for the general review. Past practise will remain for these cities.
- Annual subsistence reviews to begin in the third quarter of the year and become effective the same day as the wage increase the following year
- Recognizing that Clients and Owners are affected by this process, it is the intent of the committee to consult with these stakeholders and invite input into the process

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

Signed this _____ day of _____, 2022.

For the Union

For the Employer

LETTER OF UNDERSTANDING

Re: Employment of Helmets to Hardhats Canada Registrants

Whereas Helmets to Hardhats Canada (H2HC) facilitates veterans of the Canadian Armed Forces and persons planning to transition from service in the Canadian Armed Forces (H2HC registrants) in gaining careers in the construction and maintenance trades and occupations; and

Whereas the Parties are supporting of the efforts of H2HC and assisting in ensuring H2HC registrants are afforded priority opportunities to engage in the construction and maintenance trades and occupations;

Now Therefore It Is Agreed that in addition to the hiring procedures and the Union and employer hiring obligations and prerogatives set out in the Collective Agreement February 27, 2022 between the Parties;

- 1 The Union shall establish protocols to ensure priority dispatch of H2HC registrants in response to employer dispatch requests, in recognition, appreciation and respect for the service to Canada of H2HC registrants, and communicate such protocols to the employer or employers bound by the Collective Agreement.
- 2 The Union or the joint apprenticeship training committee, as may be appropriate, shall establish provisions with its apprenticeship intakes to include H2HC registrants.
- 3 The Employer may directly hire H2HC registrants, subject to the following conditions:
 - a) The Union shall be notified of the name and contact information of each person so hired, and of the position/appointment being filled, forthwith upon employing each; and
 - b) Such direct hires may not exceed 1 hire per calendar year or 5% of all hires in a calendar year (whichever is the greater) within the scope of the Collective Agreement, and
 - c) Persons so hired must make application to join the Union, which shall make union membership available to the person so hired, and pay the usual dues and assessments required of persons employed pursuant to the Collective Agreement; and
 - d) The Employer shall forthwith cause the person so hired to be indentured as an apprentice, where it is possible to do so.
- 4 Additional hires of H2HC registrants may be mutually agreed between the Union and the Employer.
- 5 This Letter of Understanding shall be effective February 27, 2022 and shall be attached to and form part of the Collective Agreement.

Signed on Behalf of the Parties this 27th Day of February, 2022

For the Employer

For the Union