

# **COLLECTIVE BARGAINING AGREEMENT**

**(For Industrial Construction in the Province of Saskatchewan)**

THIS AGREEMENT ENTERED INTO THIS 9<sup>th</sup> DAY OF NOVEMBER, 2014 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 November 9, 2014  
Expires April 30, 2017**

# **SASKATCHEWAN STANDARDS OF UNION CONSTRUCTION**

- **HARMONY**
- **QUALITY &  
PRODUCTIVITY**
- **SKILLS**
- **MARKETABILITY**
- **INDIRECT COSTS  
(FAIRNESS/REAL COSTS)**

Collective Bargaining Agreements and the operations of the participants, when assessed beside these standards, should not detract from any standard but should complement and raise each standard.

Adopted December 17, 1993

## **Trade Unions Affiliated With:**

Saskatchewan Provincial Building  
And Construction Trades Council

## **Unionized Employers as Represented By:**

CLR Construction Labour Relations  
Association of Saskatchewan Inc.

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## DEFINITIONS

- APPENDIX 'A'** - Wages and Benefits Schedule attached and forming part of the Agreement.
- APPENDIX 'B'** - Request for Workers Form attached and forming part of the Agreement.
- APPENDIX 'C'** - Employee Sign On Form attached and forming part of the Agreement.
- APPENDIX 'D'** - Employee Termination Record attached and forming part of the Agreement.
- APPENDIX 'E'** - Leave of Absence Request 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 his work classified INDUSTRIAL.
  - ii. The Employer installing only heating, sprinkler, comfort control systems, refrigeration and/or plumbing piping shall have his 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 he resides.
  - Original Documents (not photocopies) are required for proof of residence. These will be verified by the employer, copied and returned. Two (2) of the following are acceptable:
    - o Income Tax Assessment
    - o Property Tax Assessment
    - o Unemployment Insurance
    - o Utilities Receipt
  
- 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 facsimile 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 (1<sup>st</sup>) of every four (4) Employees hired thereafter. One (1) of the first two (2) Employees hired for each project shall be the Foreman. The Employer shall have the right to name hire additional Foremen in accordance with 3:01(c).
- b) Apprentices shall not be elevated to the position of Foreman 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 his directions from the Foreman or assigned Journeyman.
- c) The average number of Journeymen under the supervision of a Foreman shall be fifteen (15). Once the Employer has three (3) Foremen, the Employer shall set up a General Foreman. Foremen and General Foremen shall be members of Local Union 179.
- d) On projects requiring twenty (20) welders, there shall be a welding Foreman.

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 "C" 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 his membership in the Union as a condition of his employment, and every new Employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his employment, apply for and maintain membership in the Union as a condition in his 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 his 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). He will be allowed reasonable time to perform his duties. The Steward(s) shall be retained until the end of the job, provided there is work available for which he is 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 his fair share of overtime work for which he is 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 by cash or cheque, or electronic direct deposit into the Employee's bank account of choice, at no cost to the Employee. The method of payment shall be as determined by the Employer. A printed confirmation of earnings and deductions shall be included with cash pay or cheque, or for electronic direct deposits delivered to the jobsite or mailed to the Employee's address on record 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 immediately. When there is no payroll office on site, payment of all monies owing shall be made, or mailed by registered mail, to his last known address within three (3) regular working days of layoff. If an Employee has not received his first weeks' pay then he shall receive seventy-five percent (75%) of his gross earnings before leaving the site.

**d) Penalty**

Should the above 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 D, 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 his 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 his working forces at his 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 his complaint with his steward and the Foreman or immediate Supervisor, who shall endeavour to settle the complaint.
  - Step II** If the complaint is not settled within three (3) working days excluding Saturday, Sunday and recognized holidays, from the date there is evidence of a grievance having occurred, it shall be reduced to writing and referred to the Local 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 President of the CLR Construction Labour Relations Association of Saskatchewan Inc. Within ten (10) working days of receipt of notice to proceed to Arbitration, the President 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 his 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 manpower requirements by craft, general information pertaining to hiring and recruiting procedures, transportation, on site work rules, safety and security regulations, safety meetings and any other pertinent information. The Employer will inform the Unions as to the projected scope of the contract, information pertaining to the Employer's intended supervisory staff and other relevant information including intended work assignments. Notification of the pre-job conference and hard copy documents to be presented shall be given to the Saskatchewan Provincial Building & Construction Trades Council and the office of the President of the Building Trades Department AFL-CIO with a minimum of fifteen (15) calendar days prior to the date set for the conference. The pre-job and equipment mark-up in all cases shall be held at least ten (10) calendar days before the work commences. The time limits set forth herein may be varied to suit unusual circumstances after consultation between the Employer and the Building Trades Council.

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

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

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

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

When an Employee works excessive overtime and a rest break of at least eight (8) hours does not occur before he/she reports for the next regular shift, all hours worked thereafter shall be paid at the applicable overtime rate until an eight (8) hour rest break occurs.

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. Upon the request of either party, the decision to change the work week to a four day work week schedule may be considered.
- ii. Prior to implementation mutual agreement in writing between the Local Union and the Employer must be obtained setting out that the hours of work per week and per day is to be altered to ten (10) hours per day Monday to Thursday. After having obtained mutual agreement in writing notice of change to the established work week shall be given to each Employee by the Employer no later than quitting time on the last regular work day of the preceding week and the change shall take place at starting time on Monday of the following week.
- iii. When working under the four (4) day work week schedule, Employees shall be paid at double time (2x) the regular hourly rate for all hours worked in excess of the regular ten (10) hours per day Monday through Thursday.
- iv. Hours worked on Fridays (other than as a make-up day) shall be paid at one and one-half (1.5x) times the Employees' regular rate of pay for the first ten (10) hours. All other hours worked on Fridays shall be paid at double time (2x). Time worked on Fridays shall be 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.

- v. When working under the four (4) day work week schedule, Friday may be used as a make-up day when weather conditions have caused lost time during the regular work week. A make-up day will only be worked during the same week that the time is lost. Work performed on a make-up day shall be paid at the regular straight time rate for the first ten (10) hours to a maximum of forty (40) hours per week 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**

All hours worked on Saturdays, 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, he 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, he 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 workman and shall cooperate 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 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 and Part 2.

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.

## **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 his/her 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 his/her 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 his/her own transportation, from the temporary domicile to the boundary of the project thirty (30) road kilometre Free Zone and return daily.

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

When an Employer is providing transportation, each Employee shall be paid an allowance equal to his/her straight time rate for actual travel time from point of pick up to the project daily. No return travel time shall be paid on daily return transportation provided there are no delays such as mechanical breakdown. The thirty (30) road kilometre Free Zone does not apply when the Employer is providing transportation.

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

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

**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 his/her 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) Notwithstanding the above, persons working the four (4) day, ten (10) hour day work week and who work the four days shall be paid five (5) days subsistence allowance with appropriate receipt for proof of accommodation.
- 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, he should be laid off so that he has time to travel home on the same day during regular working hours. If he is required to work and cannot travel home during regular working hours, he 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 November 9, 2014	one hundred and thirty dollars (\$130.00)
Effective April 26, 2015	one hundred and thirty-five dollars (\$135.00)
Effective May 1, 2016	as determined 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, he 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 "E" 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.

c) **Advances of Subsistence Allowances**

In extraordinary circumstances the Employer may provide an advance of subsistence allowances to an Employee on the basis of the following:

1. An advance is available to a new hire and only upon request.
2. The advance may be available after the initial 3 days of employment and shall be limited to 3 days subsistence allowance.
3. The value of the advance shall be deducted from the Employee's first pay.

**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 three (3) journeymen. 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) journeymen, where practical. Fourth year and above apprentices shall be excluded from the ratio.

**ARTICLE 17:00 SPECIAL CONDITIONS**

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.

**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 2301 G - 7th Avenue, Regina, Saskatchewan, S4R 1C6. The Local Union is to receive a list showing the amounts and a list of names from whom such deductions were made.

## **ARTICLE 21:00 CONTRACT ADMINISTRATION & INDUSTRY DEVELOPMENT FEES**

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

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

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

a)	SPB & CTC	\$0.05/hour(GST N/A)
	CODC Fund	\$0.03/hour(Plus GST)
b)	CLR	\$0.10/hour(Plus GST)
	CODC Fund	<u>\$0.03</u> /hour(Plus GST)
	<b>TOTAL</b>	<b><u>\$0.21</u>/hour</b>

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

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

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

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

## **ARTICLE 22:00 DURATION AND TERMINATION**

22:01 The Agreement shall be effective from November 9, 2014 and shall remain in full force and effect until midnight April 30, 2017, and thereafter from year to year provided that at any time not more than 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

**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**

\_\_\_\_\_  
Bill Peters  
Business Manager

\_\_\_\_\_  
Michael McLean  
Business Agent

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

\_\_\_\_\_  
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**

	<u>Nov 9/14</u>	<u>Apr 26/15</u>	<u>May 1/16</u>
Journeyman	40.98	42.24	43.55
Recognized Holiday Pay 4.5%	1.84	1.90	1.96
Vacation Pay 6%	2.57	2.65	2.73
Health and Welfare	1.65	1.65	1.65
Pension	6.75	7.00	7.25
Educational Trust Fund	0.50	0.50	0.50
Industry Service Fund	0.44	0.44	0.44
Canadian U.A. Training Fund	0.05	0.05	0.05
Political Action Fund – UA Can.	0.02	0.02	0.02
Government Relations Fund– Local 179	0.01	0.01	0.01
<u>Int'l Training Fund</u>	<u>0.05</u>	<u>0.05</u>	<u>0.05</u>
<b>Package</b>	<b>\$54.86</b>	<b>\$56.51</b>	<b>\$58.21</b>

Foremen - 12.5% above Journeyman rate

Foremen - certified in the CODC Better SuperVision course, UA Foreman course\* or equivalent shall be paid 15% above Journeyman rate.

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

General Foremen - 25% above Journeyman rate

### 3. Apprentices

#### Apprenticeship Rate

The rates of pay for indentured Apprentices, effective March 1, 2008, shall be:

<b>Year One</b> -	1st six months	- 45%	0 - 900 hours
This shall be considered as the probationary period.			
	2nd six months	- 50%	901 - 1,800 hours
<b>Year Two</b> -	2nd twelve months	- 60%	1,801 - 3,600 hours
<b>Year Three</b> -	3rd twelve months	- 75%	3,601 - 5,400 hours
<b>Year Four</b> -	a period of at least 12 months	- 85%	5,401 - 7,199 hours
<b>Year Four</b> -	completion of level 4	- 90%	7200 hours

#### Welder Apprentices

<b>Year One</b> -	1st six months	- 40%	0 - 900 hours
	2nd six months	- 50%	901 - 1,800 hours
<b>Year Two</b> -	3 <sup>rd</sup> six months	- 60%	1,801 - 2,700 hours
	4 <sup>th</sup> six months	- 70%	2,701 - 3,600 hours
<b>Year Three</b> -	5 <sup>th</sup> six months	- 80%	3,601 - 4,500 hours
	6 <sup>th</sup> six months	- 90%	45,01 - 5,400 hours

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 Labour Standards Act of Saskatchewan. 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 his own monies and shall be deemed to hold the sums so deducted in trust on behalf of Employees until the Employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment, or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable trust fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the applicable fund as is herein before provided for, is deemed to be held in trust for the Trustees of that trust fund and such funds shall be deemed to be separate from, and form no part of, the estate in liquidation, assignment, or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

### **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 by his 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 man-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, he 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 by his 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.

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 man-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 earned by his 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 man-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 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 earned by his 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 earned by his 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 earned by his 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 earned by his 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 and the monthly **CODC Employer Report Form** to CODC by the 15<sup>th</sup> of the month following the month in which the hours were worked.
- ii. Employers must also submit the monthly **Employee Data Report** to the PRO Care Plan by the 15<sup>th</sup> of the month following to facilitate the confidential determination of eligibility by the EFAP provider. There are three ways to submit this data:
  - Entering the data directly on the CODC website [www.codc.ca/procare](http://www.codc.ca/procare)
  - OR
  - Uploading an excel spreadsheet in the required format to the website (a sample spreadsheet can be downloaded from the website)
  - OR
  - Forwarding an Excel spreadsheet in the required format electronically to [procare@sasktel.net](mailto:procare@sasktel.net). Hard copies of data will not be accepted.



**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.

<b>Fund</b>	<b>Nov 9/14</b>	<b>Apr 26/15</b>	<b>May 1/16</b>
a) Health & Welfare	1.65	1.65	1.65
b) Pension Trust Fund	6.75	7.00	7.25
c) Education Trust Fund	0.50	0.50	0.50
d) Industry Service Fund	0.44	0.44	0.44
e) Canadian UA Training Fund	0.05	0.05	0.05
f) Political Action Trust Fund – UA Canada	0.02	0.02	0.02
g) Government Relations Fund Local 179	0.01	0.01	0.01
h) International Training Fund	0.05	0.05	0.05
<b>Total</b>	<b>\$9.47</b>	<b>\$9.72</b>	<b>\$9.97</b>

**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, regardless of results. 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 he resides or is employed he shall receive the applicable travel allowance, travel time, and subsistence if applicable, provided that the renewal date of the unrenewed 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 Act 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 Labour Standards Act of Saskatchewan.

## **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 Journeymen 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 revokable 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

# 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: \_\_\_\_\_

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

**Conditions of Employment are:**

Industrial Contract: \_\_\_\_\_ Rate: \_\_\_\_\_

Commercial Contract: \_\_\_\_\_ Rate: \_\_\_\_\_

**“Strict Adherence to Contractor Safety Policy & Rules”**

Special Requirements:

\_\_\_\_\_

Notes:

\_\_\_\_\_

Welder Classification - Legend			
<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 C

## EMPLOYEE SIGN-ON FORM

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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 D

# 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 <input type="checkbox"/> Previous Pay Period	S	M	T	W	T	F	S	TOTAL
Regular Hours								
Time & One Half								
Double Time								
Shift Differential								
Subsistence								
Meal Allowance								
Travel KM								

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

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

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

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

**APPENDIX E**

**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 \_\_\_\_\_

FOREMAN 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.



**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: Foremen**

---

Saskatchewan based contractors, which 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 foremen, 1 week prior to adding manpower, based on the following:

Projected Peak Manpower of 10 Men	1 Foreman
Projected Peak Manpower of 20 Men	2 Foremen
Projected Peak Manpower of 30 Men	2 Foremen
Projected Peak Manpower of 40 Men	3 Foremen
Projected Peak Manpower over 40 Men	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 \_\_\_\_\_, 2015.**

**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**

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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 \_\_\_\_\_, 2015.**

**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 President of the CLR Construction Labour Relations Association of Saskatchewan Inc. (CLR) that a Substance 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 Substance 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 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**

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

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**For the Union**

**For the Employer**

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\_\_\_\_\_

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\_\_\_\_\_

# 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 \_\_\_\_\_, 2015.

**For the Union**

**For the Employer**

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# 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 November 9, 2014 and expires April 30, 2017; and

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

Whereas the parties acknowledge that the new process is subject to development and implementation starting in the third quarter of 2015; 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 in UA Proposal October 8 9:00 AM [subject to committee adjusting boundaries by agreement]
- 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 \_\_\_\_\_, 2015.

**For the Union**

**For the Employer**

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