

# **PROVINCIAL PAINTERS' AGREEMENT**

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

THIS AGREEMENT ENTERED INTO THIS 30 DAY OF OCTOBER, 2016 BY AND BETWEEN,

**EACH OF THE UNIONIZED EMPLOYERS IN THE PAINTERS 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 -

**INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, LOCAL 739**

168 Higgins Avenue  
Winnipeg, MB R3B 0B8  
Phone: (204) 943-2497

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

**Expires April 30, 2017**

# **SASKATCHEWAN STANDARDS OF UNION CONSTRUCTION**

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

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

Adopted December 17, 1993

## **Trade Unions Affiliated With:**

Saskatchewan Provincial Building  
And Construction Trades Council

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

CLR Construction Labour Relations  
Association of Saskatchewan Inc.

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## DEFINITIONS

**BUILDING TRADES COUNCIL  
OR SPB & CTC**

- Means the Saskatchewan Provincial Building and Construction Trades Council.

**CLR**

- Means CLR Construction Labour Relations Association of Saskatchewan Inc.

**CODC**

- Means CODC Construction Opportunities Development Council Inc.

**EMPLOYEE**

- Means any person in the employ of the Employer engaged in such trade or trades as are within the jurisdiction of the signatory Union, and in the qualifications as are accepted for membership in the Union.

**EMPLOYER**

- Means any officer, agent, foreman or other representative.

**KM**

- Means kilometre by road (not radius).

**LOCAL RESIDENT**

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

**LOCAL RESIDENCE**

- A local person's residence is the place where he permanently maintains a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which he resides. Original Documents (not photocopies) are required for proof of residence. These will be verified by the employer, copied and returned. Two (2) of the following are acceptable:

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

**LOCAL UNION OR UNION**

- Means the signatory to this Agreement as the Union, and shall include such officers and agents as are duly appointed.

**ARTICLE 1:00 OBJECTS AND SCOPE**

1:01 **Objective:** The objective of this Agreement is to stabilize the Industry, elevate the trade and to promote peace and harmony between Employers and Employees, to facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes and lockouts, waste, expense, avoidable and unnecessary delays in construction.

1:02 **Scope of Work Clause:** Shall be described as but not limited to the application and/or removal of protective and/or decorative coatings which might be referred to as paints, and other organic coatings or inorganic coatings or fire protective cable coatings, which are applied in the same manner as paints or plastics or mastics, hypalon coatings, fibreglassing and caulking, clear sealer application - - the application of fusion bonded plastics, application of all seamless floor coatings, savorizing monolithic floor coatings, seamless & liquid flooring and roofing, spraytex or sprayed-on insulation including fire proofing whether applied by trowel or spray, sandblasting, for decorative purposes and all other types of sandblasting, the filling of sandpots, the application of materials, coatings, sealers for the purpose of primary or secondary containment of hazardous waste, all phases of metallizing, the application of underwater coatings, all marking, stenciling on equipment, machinery, etc., with paint, adhesive stickers or spray bomb, the use of reflective tapes in their field of work and the application of all other materials used in the various branches of the Trade and the operations of all equipment used in order to perform work under the scope of the Agreement.

1:03 The hanging of all wall coverings applied with paste or other adhesives, such as papers, cottons, muslins, burlap, grass cloth, vinyl wall coverings, epoxy resin combination coverings, cambric - backed wood veneer wall coverings and all other wall coverings including the application of rubber sheeting for tank lining and the application of gold or silver and all other metal leaf, carpeting material when applied to walls and ceiling, tapestries, etc.

1:04 All incidental preparatory work necessary to carry out work outlined above, such as patching small defects in surfaces, puttying, sanding, rubbing, cleaning surfaces with steam or other processes, to include hydrojet cleaning (high pressure water), sandblasting, pickling, bleaching, buffing, scaling, machine and manual scraping, flame cleaning, the application of cleaning fluids, rust inhibitors, taping, covering surfaces for their protection from paint, etc., including the use of miscellaneous hand and power driven tools of the Trade, the erection and dismantling of scaffolding coming under this scope of work, necessary maintenance of tools and equipment required for work coming under this jurisdiction, the application of all sealers inside or outside, the application of all color code distinguishing marks and the application of all protective and decorative coatings on all piping, insulated or otherwise, and the removal and/or abatement of lead based paints and/or coatings.

Building cleaning is defined as the process of removing dirt, stain or discoloration or any unwanted films by use of manually operated scrubbing techniques or by power operated machines or equipment, such as steam blast, water jet blast and/or such other process as will suffice to accomplish the cleaning of buildings, ships, structures, etc.

1:05 **Industrial Work:** Shall mean to include all work performed under the scope of work of this Agreement and shall include the process areas only of the following: mines, power plants, pulp mills, saw mills, pipe lines, pumping stations, compressor stations refineries, packing houses, breweries, towers, stacks, cranes and rigging, bridges, all tank lining, grain elevators

and terminals, shafts, silos, penstocks and/or any work not classified as residential or commercial.

1:06 **Brush & Roll Work:** Shall mean work performed on industrial or work site that uses brush & rollers or touch-up painting.

1:07 **Shop Work:** Shop work shall be defined as any work performed within the confines of the Contractor's registered place of business. Shop work shall not include work performed at the business premises of others without the prior approval of the Union and shall include the preparation, sandblasting, painting and all incidental work thereto in order to perform shop coatings on oil field equipment, drilling equipment, trucks, tanks, valves, heavy equipment, vessels, derricks, structural steel, piping, etcetera.

## **ARTICLE 2:00 EFFECTIVE DATE**

2:01 This Agreement shall be effective from October 30, 2016 to April 30, 2017 and thereafter from year to year provided that either party may, not less than sixty (60) days or more than one hundred and twenty (120) days before the expiry date of the said Agreement, give notice in writing to the other party to terminate said Agreement or to negotiate a revision thereof.

## **ARTICLE 3:00 GEOGRAPHICAL JURISDICTION**

3:01 The Employer hereby recognizes the Union as having Jurisdiction over all Employees referred to in this Agreement, as the sole agent for the purpose of collective bargaining in respect to rates of pay, hours of work, and other conditions of employment, for the Employees who are members and those Employees who are eligible for membership in the Union.

## **ARTICLE 4:00 UNION SECURITY**

4:01 The Union agrees to provide qualified Employees on request. In the event the Union is unable to fill a requisition for Employees within a forty-eight (48) hour periods (Saturdays, Sundays, and recognized holidays excluded), the Contractor shall have the right to employ qualified Employees from other available sources. All Employees shall obtain a clearance and/or referral slip from the Union Office before starting a job. At the request of the Contractor, referral slips will be transmitted electronically to the project (telephone or facsimile).

4:02 Every Employee who is now, or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their Employment, and every new Employee whose employment commences hereafter, shall within thirty (30) days of the commencement of their employment apply for and maintain membership in the Union as a condition of their employment. The Employer will advise the Union of the names of all new Employees within a fifteen (15) day period.

4:03 The employer agrees to deduct all uniform monthly dues, initiation fees, assessments, and/or payments to all other funds from the Employee's first pay and from the first pay each month thereafter, and remit same to the Financial Secretary of the Union (or such other authorized officer of the Union) before the fifteenth (15) day of each month. Such remittances shall be accompanied by a list of names of Employees affected by the amounts deducted.

It is provided that no provision of the Agreement shall be deleted here from nor made inoperative, nor shall any additional provisions be added thereto, except by mutual consent of the signatory parties.

4:04 The Employer shall be given preference in the supply of Union Employees when available.

4:05 The Employers and the Union agree to appoint an arbitrator for the duration of this Agreement to deal with all grievances relating to Union Dues, Initiation Fees, Assessments and/or payments paid for by the Employer to all Funds as provided for in this Agreement. The Employer and the Union also agree that the costs of such arbitration be borne by the unsuccessful party. It also shall be agreed that arbitration procedures be initiated by month end if all funds normally due on the fifteenth (15<sup>th</sup>) of the month have not been received as per Article 4:03. It is also further agreed that the arbitrator shall render his decision within fifteen (15) days of receiving the application for a hearing.

## **ARTICLE 5:00 HIRING PROCEDURE**

5:01 The Employer agrees to give preference to hiring members in good standing with the Union and to this end when they are hiring they will contact the Union office to determine the availability of suitable employees. Employees sent to jobs by the Union shall present a referral slip issued by the Union at the Union office.

5:02 It is agreed that all Employees hired shall, prior to commencing of work, pick up a referral slip from the Union office.

### **5:03 Inactive Worker Dispatch**

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

5:04 The Employer shall have the right to name select from the hire hall list.

5:05 Dispatch point – Regina and Saskatoon.

### **5:06 Non-Qualified Tradesman**

If it is reported that an Employee has misrepresented his qualifications within three (3) calendar days he shall not be entitled to return travel time, car allowance and board and room if his employment is terminated. By mutual agreement the Employer and Employee or the Union may negotiate a lesser rate.

## **ARTICLE 6:00 UNION RIGHTS AND RESPONSIBILITIES**

- 6:01 The Union shall notify the Employer in writing of the appointment of Shop or Job Stewards and the Union agrees that preference be given to appointing only those Employees to this position with a view of achieving harmonious relations.
- 6:02 The Employer shall recognize that the Steward is acting for the employees as a whole and he/she shall not be discriminated against. The Employer shall notify the Union in writing prior to the Steward being laid off or discharged by mailing or otherwise, a copy of the termination or discharge slip to the Business Manager of the Union. The Job Steward is to be the last employee on the job whenever possible.
- 6:03 If the Steward is called upon to assist in the settlement of grievances as set out in Article 15:00 of this Agreement, such assistance shall be provided during working hours.
- 6:04 An authorized representative of the Union will be allowed access to the job, to conduct Union business with the Employees of the Employer, provided this is done without interfering with the progress of the work at hand, and that notification has first been given to the Superintendent on the project or person in charge.

## **ARTICLE 7:00 MANAGEMENT RIGHTS**

- 7:01 The Union agrees that it is in the exclusive jurisdiction of the Employer to exercise the usual functions of management, including, but not so as to restrict the generality of the foregoing, the right:
- a) To conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of employees required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of jobs and work, to classify and judge the suitability of employees for various types of work and to maintain order, discipline and efficiency.
  - b) To select, hire, discharge, transfer, promote, lay off, or otherwise discipline Employees, provided that a claim by an Employee that he has been discharged without reasonable cause shall be subject to the provisions of the Grievance Procedure.
  - c) To make, alter from time to time, and enforce reasonable rules of conduct and procedures to be observed by the Employees, violations of which will be cause for discipline and include discharge.



## **ARTICLE 8:00 HOURS OF WORK, OVERTIME, SHOW UP TIME, CALL OUTS, SHIFTS, REST BREAKS, PREMIUM WORK & DIRTY WORK**

### **8:01 Hours of work**

Forty (40) hours shall constitute a regular work week. Should such circumstances as staggered shifts, inclement weather or shortened daylight hours exist, it is agreed that the parties to this Agreement may negotiate for a variance of regular work hours. The Employers concerned and the Union will negotiate an appropriate condition.

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

The standard working day shall be eight (8) hours between 6:00 a.m. and 6:30 p.m. on Monday through Friday with one (1) hour off for lunch per day or one-half (1/2) hour as arranged on job site.

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

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.

#### **c) Scheduled Ten (10) On / Four (4) Off Work Cycle**

This scheduled work cycle starts on a Tuesday and finishes on the following week's Thursday. On each Monday, Tuesday, Wednesday, Thursday or Friday of a scheduled work cycle, the first ten (10) hours worked in the day will be paid at straight time rates. The first ten (10) hours worked on the scheduled cycle Saturday will be paid at time-and-one-half (1.5x) rates. All hours worked on the scheduled cycle Sunday will be paid at double time (2x) rates.

Each work cycle will be followed by four (4) days of rest, Friday to Monday inclusive. Should any of these "days of rest" be worked, the following provisions shall be in effect. The first twelve (12) hours worked on a Monday, Friday or Saturday will be paid at time-and-one half (1.5x) rates.

#### **d) Scheduled Eleven (11) On / Three (3) Off Work Cycle**

This scheduled work cycle starts on a Monday and finishes on the following week's Thursday. On each Monday, Tuesday, Wednesday and Thursday of a scheduled work cycle, the first ten (10) hours worked in the day will be paid at straight time. The first ten (10) hours worked on the scheduled cycle Friday and Saturday will be paid at time-and-one-half (1.5x) rates. All hours worked on the scheduled cycle Sunday will be paid at double time (2x) rates.

Each work cycle will be followed by three (3) days of rest, Friday to Sunday inclusive. Should any of these “days of rest” be worked, the following provisions shall be in effect. The first twelve (12) hours worked on a Friday or Saturday will be paid at time-and-one half (1.5x) rates.

**e) Scheduled Fourteen (14) On / Seven (7) Off Work Cycle**

This Scheduled Work Cycle starts on a Monday, Tuesday or Wednesday and finishes the following week’s Sunday, Monday or Tuesday. On each Monday, Tuesday, Wednesday and Thursday of a scheduled work cycle, the first 10 hours worked in the day will be paid at straight time. The eleventh (11<sup>th</sup>) to twelfth (12<sup>th</sup>) hours worked on these days will be paid at time-and-one-half (1.5x) rates. The first twelve (12) hours worked on a scheduled cycle Friday and Saturday will be paid at time-and-one-half (1.5x) rates. All hours worked on the scheduled cycle Sunday will be paid at double time (2x) rates. All other hours worked on any scheduled cycle day will be paid at double time (2x) rates.

Each work cycle will be followed by seven (7) days of rest, Monday to Sunday, Tuesday to Monday, or Wednesday to Tuesday inclusive. Should any of these “days of rest” be worked, the following provisions shall be in effect. The first eight (8) hours worked on a Monday, Tuesday, Wednesday, Thursday or Friday will be paid at straight time. The next four (4) hours worked on a Monday, Tuesday, Wednesday, Thursday or Friday and the first twelve (12) hours on the Saturday will be paid at time-and-one-half (1.5x) if scheduled to be worked with the adjacent Sunday (the same weekend). All hours worked on the Sunday will be paid at double time (2x) rates. All other hours worked on any day of rest will be paid at double time (2x) rates.

**COMPETITIVE SCHEDULES**

**TEN DAYS ON; FOUR DAYS OFF**

| Day  | S | M | T  | W  | TH | F  | S  | S  | M  | T  | W  | Th | F | S | Hours Worked | Hours Paid |
|------|---|---|----|----|----|----|----|----|----|----|----|----|---|---|--------------|------------|
| REG  |   |   | 10 | 10 | 10 | 10 |    |    | 10 | 10 | 10 | 10 |   |   | 80           | 80         |
| 1.5X |   |   |    |    |    |    | 10 |    |    |    |    |    |   |   | 10           | 15         |
| 2X   |   |   |    |    |    |    |    | 10 |    |    |    |    |   |   | 10           | 20         |

**ELEVEN DAYS ON; THREE DAYS OFF**

| Day  | S | M  | T  | W  | TH | F  | S  | S  | M  | T  | W  | TH | F | S | Hours Worked | Hours Paid |
|------|---|----|----|----|----|----|----|----|----|----|----|----|---|---|--------------|------------|
| REG  |   | 10 | 10 | 10 | 10 |    |    |    | 10 | 10 | 10 | 10 |   |   | 80           | 80         |
| 1.5X |   |    |    |    |    | 10 | 10 |    |    |    |    |    |   |   | 20           | 30         |
| 2X   |   |    |    |    |    |    |    | 10 |    |    |    |    |   |   | 10           | 20         |

**FOURTEEN DAYS ON; SEVEN DAYS OFF**

| Day  | S  | M  | T  | W  | TH | F  | S  | S  | M  | T  | W  | TH | F  | S  | Hours Worked | Hours Paid |
|------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------------|------------|
| REG  |    | 10 | 10 | 10 | 10 |    |    |    | 10 | 10 | 10 | 10 |    |    | 80           | 80         |
| 1.5X |    |    |    |    |    | 10 | 10 |    |    |    |    |    | 10 | 10 | 40           | 60         |
| 2X   | 10 |    |    |    |    |    |    | 10 |    |    |    |    |    |    | 20           | 40         |

**8:02 Overtime**

Overtime first four hours one and one-half (1.5x) times regular rate after twelve (12) hours double time regular rate. Saturday overtime rate one and one-half (1.5x) times regular rate, after twelve (12) hours double time regular rate. Sunday double (2x) time rate shall apply. Make up day over time starts after all available hours have been completed.

The employer may require employees to work overtime in excess of their regularly assigned hours. Overtime is not mandatory.

**\*Commercial and Residential Painter refer to Letters of Understanding.****a) Five Day Work Week Schedule**

- i. 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 four (4) hours of overtime Monday through Friday. All other overtime after twelve (12) hours Monday through Friday shall be paid at double time (2x).
- ii. When working under the five (5) day work week schedule. Saturday 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 eight (8) hours to a maximum of forty (40) hours per week after which the employee shall receive one and one half (1.5x) times their regular rate of pay for the first four (4) hours of overtime. If Saturday is not a makeup day, all other overtime hours on Saturday shall be paid at one and one half (1.5x) their regular rate of pay for the first twelve (12) hours and any time after will be paid at double time (2x). In no case shall the time scheduled on a make-up day be less than eight hours. Time worked on a make-up day(s) shall be on a voluntary basis and each Employee has the right to refuse such work.

**b) Four Day Work Week Schedule**

- i. When working under the four (4) day work week schedule, Employees shall receive two times (2x) the regular hourly rate for all hours worked in excess of the regular ten (10) hours per day Monday through Thursday.

- ii. Hours worked on Fridays (other than as a make-up day) shall be paid at one and one-half (1.5x) time the Employee's regular rate of pay for the first eight (8) 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.
- iii. 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 maximum of forty (40) hours per week after which the overtime 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) Sundays and Recognized Holidays**

All hours worked on Sundays and Recognized Holidays shall be paid at double time (2x) their regular rate of pay.

A Recognized Holiday that falls on a day that, for the Recognized Holiday, is a day that would have been scheduled for work will be observed on that date. That day shall become a day off, or if worked, compensated at double time (2x) rates.

A Recognized Holiday that falls during a "day of rest" on a scheduled fourteen (14) on / seven (7) off work cycle, it will be deemed to have been observed on the day on which it falls, and will not affect the date of return to a work cycle nor the rate of pay for that date.

Only one day shall be observed as the Recognized Holiday whether the actual day or alternate day off.

**First Forty Hours Straight Time Pay**

- 1) When one-and-one-half time (1.5x) rates would otherwise apply on a Monday to Friday inclusive, an Employee who worked on any of those days and who has not worked all the available scheduled hours for the previous Monday to Friday shall be paid the straight time rate of pay for the same number of available scheduled hours not previously worked and paid at one-and-one-half times (1.5x) the regular rate of pay for the remaining hours.
- 2) When double time (2x) rates would otherwise apply on a Sunday, an Employee who works on any of those days and who has not worked all of the available scheduled hour for the previous Monday through Friday shall be paid at one-and-one-half times (1.5x) the regular rate of pay for the same number of available scheduled

hours not previously worked and double time (2x) the regular rate of pay for the remaining hours.

- 3) Available lost time hours shall be adjusted in the same week, first within the Monday to Friday hours, and then on the Saturday or Sunday hours as applicable.
- 4) These provisions do not apply if hours not previously worked are due to bad weather days.

**8:03 Show Up Time**

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:

- a) If an Employee is not placed to work, he shall be entitled to a minimum of two (2) hours pay at the applicable rate of pay or the actual waiting time, whichever is greater.
- b) The decision and instruction to start or cease waiting or working shall be made by the Employer after consultation with the Steward. Any Employee failing to comply with such decision or instruction shall not be entitled to the foregoing minimum.

**8:04 Call Outs**

Any Employee called to a job and not required shall be paid three (3) hours' time.

If an Employee commences work and is sent home, he shall be paid one (1) hour extra up to a maximum payment of three (3) hours except where his work is suspended because of inclement weather or other reasons beyond the control of the Employer.

**8:05 Shift Work**

For the purpose of this Agreement, "Shift Work" shall mean work, which cannot be done appropriately or effectively during regular hours, as noted herein. Shift work shall be paid at the rate of [REDACTED] per hour added to base rate (not paid at overtime or double time).

Where public transportation service is not available at the completion of the workman's work shift, transportation to the workman's residence shall be provided by the Employer.

**8:06 Rest Breaks**

There will be a ten (10) minute rest period each morning and afternoon or first and second part of any shift, which however, shall not interfere with the general work pattern; Union Members are not allowed to leave the job.

8:07 **High Pay**

Not including green tagged scaffolding, work performed from JLG, Cranes, Swing stage over a height of 70 feet shall be paid an additional [REDACTED] [REDACTED] per hour. Work performed from structural steel above a height of 50 feet shall be paid an additional [REDACTED] [REDACTED] per hour.

8:08 **Dirty Work (Applies to Commercial Contract only)**

For extra dirty, overheated, or work involving unusual hazards, the Employer and the Employee concerned, together with the Representative of the Union shall negotiate a special rate of pay to apply to that specific job only up to a maximum of [REDACTED] per hour.

8:09 **Lead Hand and Foreman rate**

- a) An employee in charge of a job employing 3 or more employees shall receive a premium of five percent (5%) of base wage per hour as a lead hand.
- b) An employee in charge of 5 or more employees shall receive a premium of ten percent (10%) of base wage per hour as a foreman.
- c) An employee in charge of other foreman and the project shall receive a premium of fifteen percent (15%) of base wage per hour as a general foreman.

**ARTICLE 9:00 TRANSPORTATION EXPENSES**

9:01 **Free Zone**

Thirty (30) road kilometers around the project site shall comprise a Free Zone, to include transportation in company or personal vehicle.

9:02 **Daily Transportation**

When an Employee is required to supply his/her own transportation beyond the City Limits of Regina or Saskatoon, each Employee shall be paid a transportation expense of [REDACTED] [REDACTED] per road kilometer. 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 while outside the Project Free Zone.

9:03 **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 kilometers Free Zone around the project, the Employer shall provide transportation or each Employee shall be paid [REDACTED] [REDACTED] per road

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

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

- a) When the Employees are tasked to deliver or retrieve equipment or materials to a specific site, which they are not working on, hours will be paid at applicable rates.

**9:04 Initial and Terminal Transportation**

On projects where accommodation is supplied or paid for, each Employee shall be paid an initial transportation expense of [REDACTED] per road kilometer 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 kilometer Free Zone does not apply to initial and terminal transportation

**9:05 Rotational Transportation**

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

**ARTICLE 10:00 CAMPS/COMMERCIAL ACCOMMODATION/SUBSISTANCE**

10:01 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

**10:02 Camps**

- a) Camps are not permitted within eighty (80) road kilometers 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.

- 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.

**10:03 Subsistence**

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

Notwithstanding the above, persons working the four (4) day, ten (10) hour day work week and who work the four days shall be paid five (5) days subsistence allowance.

- b) Subsistence allowance will be paid for those scheduled work days that are not worked due to bad weather and for recognized holidays which fall between the first and last day of an employee's regularly scheduled work week.

**10:04 Subsistence Allowance**

- a) Effective October 30, 2016 in all instances, the subsistence allowance for Industrial Painting shall be one based upon the quadrant system or a meal allowance of [REDACTED] plus double room occupancy. Subsistence will be paid on days earned.





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

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

Written permission to leave work shall be in the form of the Leave of Absence Request form attached to this agreement. When a request is approved, the Employer shall send a copy of the completed form by facsimile to the Union.

**ARTICLE 11:00 TOOLS**

11:01 The Employer shall supply all brushes (except dusting brushes and wall paper smoothers) roller coaters, spray guns, ladders and scaffolding, in good condition, and the Employee shall co-operate to keep it so on the Employer's time.

- a) Employees must have a suitable tool container or permanent type and carry the following tools, as a condition of employment.

|                       |                         |
|-----------------------|-------------------------|
| 1-Putty Knife (1)     | 1 Claw Hammer           |
| 1-Broad Knife-3" wide | 1 Broad Knife 4.5" wide |
| 1-Dusting Brush       | 1 Screw Drive           |
| 1-Nail Set            | 1 Chalk Line-100'       |

Employees working as sandblasters and spray painters shall carry the following tools as a condition of employment.

|                        |                       |
|------------------------|-----------------------|
| 1-Tool Box             | 1 Pipe Wrench 14"     |
| 1-Crescent Wrench 12"  | 1 Crescent Wrench 12" |
| Assorted Screw Drivers | 1 Claw Hammer         |
| 1-Utility Knife        | 1 Scraper             |

- b) The Employer shall supply paperhangers or other sheeting workers with straight edge, table and necessary tools.
- c) Employees shall wear clean overalls and suitable footwear as required. If a workman is not in possession of the required tools, overalls enumerated, the same to be supplied by the Employer and charged at cost to the Employee.

**11:02 Safety Helmets**

Where safety helmets are to be used the Employer shall supply the same, the cost being deducted from the Employee's pay.

11:03 **Health and Safety**

The Employer agrees to comply with all applicable Health and Safety Regulations as required by Provincial Law and Safety Regulations.

It is the Company's intention to institute a random drug testing program once legitimate by law. The scope and contract language will be mutually agreed upon by both parties prior to adoption.

**ARTICLE 12:00 STATUTORY HOLIDAYS**

12:01 The following days shall be recognized as Statutory Holidays:

|                 |                                  |
|-----------------|----------------------------------|
| New Years Day   | Good Friday                      |
| Victoria Day    | Labour Day                       |
| Canada Day      | Thanksgiving Day                 |
| Remembrance Day | Christmas Day                    |
| Boxing Day      | 1 <sup>st</sup> Monday in August |
| Family Day      |                                  |

And any other day proclaimed as a holiday by the Provincial or Federal Statute.

12:02 No work shall be performed on Labour Day, except where safety of life or property make it necessary.

12:03 Statutory Holidays to be paid at the rate of four point five percent (4.5%) of regular earning, and shall be paid every payday.

12:04 Any Employee required to work on any of the above days, shall be paid at the applicable overtime rate.

12:05 When a Statutory Holiday falls on a Saturday or Sunday, the next following working day shall be taken as an alternate day off. When two Statutory Holidays fall on a succeeding Saturday and Sunday, the following Monday and Tuesday shall be taken as alternate days off.

**ARTICLE 13:00 ANNUAL VACATION**

13:01 All annual vacations shall be paid at six percent (6%) of gross earnings in accordance with the Saskatchewan Employment Act, and shall be paid every payday.

## ARTICLE 14:00 WAGE SCALES AND FRINGE BENEFITS

14:01

a) Industrial

**October 30, 2016**

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ████████ |
| Vacation         | ████████ |
| Pension          | ████████ |
| Health & Welfare | ████████ |
| Training         | ████████ |
| <b>Total</b>     | ████████ |

b) Brush Roll Industrial

**October 30, 2016**

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ████████ |
| Vacation         | ████████ |
| Pension          | ████████ |
| Health & Welfare | ████████ |
| Training         | ████████ |
| <b>Total</b>     | ████████ |

c) Shop Rates

**October 30, 2016**

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ████████ |
| Vacation         | ████████ |
| Pension          | ████████ |
| Health & Welfare | ████████ |
| Training         | ████████ |
| <b>Total</b>     | ████████ |

**Apprenticeship Rates**

|             |  |
|-------------|--|
| 0 – 800     | 45% of the appropriate Journeyman rate |
| 801 – 1600  | 50% of the appropriate Journeyman rate |
| 1601 – 2400 | 60% of the appropriate Journeyman rate |
| 2401 – 3200 | 65% of the appropriate Journeyman rate |
| 3201 - 4000 | 75% of the appropriate Journeyman rate |
| 4001 – 6000 | 85% of the appropriate Journeyman rate |
| 8000+       | 90% without Journeyman ticket          |
| 6000+       | 100% - with Journeyman ticket          |

- d) Once an apprentice reaches the 90% level in wages, as per the schedule, he shall not be entitled to further increases until such time as he makes application and completes the applicable apprenticeship level course.
- e) Wages shall be paid on the job site during working hours and not more than one (1) week's pay shall be held back. Employees shall be paid every two (2) weeks or bi-monthly. The Employer shall provide a separate detachable slip, showing the date of pay period, number of hours at regular time, number of hours at overtime, number of hours at premium time, other earnings, gross earnings, deductions and reasons for deductions, net pay and company name by cheque or electronic pay.

14:02 A special rate may be negotiated between the Union and the Employer to cover a person with a disability or aged members, on an individual basis.

**14:03 Health and Welfare Trust Fund**

The Employer shall contribute the amount established in the respective wage schedule for every hour worked for each Employee who is a member of the Union in good standing and shall submit such contributions to the Painters and Allied Trades "IN TRUST" c/o International Union of Painters and Allied Trades, Local 739, 168 Higgins Avenue, Winnipeg, Manitoba, R3B 0B8.

**14:04 Pension Trust Fund****a) Industrial and Brush & Roll**

Effective date of signing for Industrial and Brush & Roll the Employer shall contribute the amount established in the respective wage scale per hour for each hour of work performed by each Industrial Employee covered by this Agreement.

**b) Shop**

Effective date of signing for Shop the Employer shall contribute the amount established in the respective wage scale per hour for each hour of work performed by each Industrial Employee covered by this Agreement.

Pension contributions shall be remitted to the International Union of Painters and Allied Trades Local Union 739, 168 Higgins Avenue, Winnipeg, MB, R3B 0B8 by the fifteenth (15<sup>th</sup>) of the month following the month for which such contributions are payable, and mail to the address designated by the Joint Fund Trustees.

**\*\*Commercial and Residential refer to Letter of Understanding\*\***

**14:05 Training Fund**

The employer shall contribute the amount established in the respective wage schedule to the Painters and Allied Trades, Local 739 Training Fund. Such deductions to be remitted not later than the fifteenth (15<sup>th</sup>) day of the following month to Local 739, 168 Higgins Avenue, Winnipeg, Manitoba, R3B 0B8.

Training fund to reimburse Company for acceptable training costs by company provided that refund is less than money paid into fund.

**IUPAT-FTI Finishing Trade Fund**

The Training Fund shall contribute [REDACTED] per hour to the IUPAT Joint Apprenticeship and Training Fund (FTI)

**IUPAT Labour Management Cooperation Fund**

The Training Fund shall contribute [REDACTED] per hour to the IUPAT Labour Management Cooperation Fund (LMCI)

**14:06 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 Employers to become eligible for Plan benefits, subject to the Plan eligibility rules. An individual employee cannot self-enroll in the Plan.

**14:07 Local Union 739 Industry Development Fund**

- a) The Employer agrees to deduct from each Employee covered by the terms of this Agreement, [REDACTED] per hour for each hour worked by the Employee. Such deduction(s) to be remitted not later than the fifteenth (15<sup>th</sup>) day of the following month in accordance with Article 22:00. The Local Union is to receive a list showing the amounts and a list of names from whom such deductions were made.
- b) The Employer shall contribute [REDACTED] per hour worked to the Painters and Allied Trade Local 739. This replaces SPB-CTC. Such contributions to be remitted not later than the fifteenth (15<sup>th</sup>) day of the following month to Local 739 at 168 Higgins Ave, Winnipeg, MB, R3B 0B8.

14:08 **Contract Administration and Industry Development Fees**

- a) 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 IUPAT Local 739 and CLR Construction Labour Relations Association of Saskatchewan Inc. CODC will allocate the contributions to the respective organizations as provided for in this Article.
- b) Each Employer subject to this Agreement shall contribute the following for all hours worked by each Employee:

|              |               |            |
|--------------|---------------|------------|
| CODC Fund    | █/hour        | (plus GST) |
| CLR          | █/hour        | (plus GST) |
| CODC Fund    | █/hour        | (plus GST) |
| <b>Total</b> | <b>█/hour</b> |            |

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

- c) Each Employer shall remit the total contributions in this Article no later than the fifteenth (15<sup>th</sup>) 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.
- d) 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 (15<sup>th</sup>) of the month following.
- e) In the event of a failure on the part of any Employer to contribute the funds as required in this Article, the IUPAT Local 739 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 IUPAT Local 739 or CLR in its own name against the subject Employer. Such a grievance may be referred by the IUPAT Local 739 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 IUPAT Local 739 or CLR and the subject Employer. The unsuccessful party shall pay the costs of the Arbitrator. The IUPAT Local 739 or CLR may not, however, simultaneously pursue violations of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

14:09 **Enabling Provision**

When in the opinion of any Party to the Agreement certain work might be secured for Painting Contractors signatory to this Agreement, the Parties hereto express their intent to consider amending certain provision of this Collective Agreement by way of an Appendix where this action appears necessary and appropriate for certain Industrial, Commercial and Institutional projects, as specified, because of project type and size.

All enabling to be done by negotiation between the Union and the Association and all bidders to be advised of agreement.

**Note: Some items will be part of the letters of understanding. Remainder will be a part of the provincial contract.**

14:10 **Maintenance by Contract**

Means Employees that have been dispatched by the Contractor Employer to be at the disposal of a Plant owner for the purpose of performing basic maintenance service on Industrial work only. Sublet labour – ten percent (10%) less than the applicable rate.

**Travel Time:** Thirty (30) km free zone from the City of Saskatoon and Regina.

Any Plant that can only be painted after the plant is shut down for that specific purpose on Saturday or Sunday. It is agreed that any work to be performed on Saturday or Sunday for the foregoing reasons, time worked will be paid at regular rates or pay for Saturday and Sunday work, subject to a maximum eight (8) hour day and a maximum forty (40) hour week.

## **ARTICLE 15:00 APPRENTICESHIP**

15:01 All members who complete all levels of the CAS training with an average of 70% or more will qualify to be paid the applicable Journeyman rate.

Apprentices shall be above the age of eighteen (18-for Industrial, 16- for commercial) and shall have completed at least grade ten (10), shall be required to take all technical or related training available to them in the trade and in a trade school. They shall be given full opportunity for gaining varied and all encompassing experience in the trade advancing to Journeyman. All new Apprentices shall be reported to the Apprenticeship Board and to the Union immediately upon hire. They shall be given a three-month (90 days) probationary period to determine physical fitness and adaptability to the trade. The maximum ratio of Apprentices to Journeyman shall be one (1) Apprentice to one (1) employed Journeymen if available.

**\* The above ratio may be varied by mutual consent on availability.**

**Non-Ticketed Journey Person:** Employees with more than 8,000 recognized hours but not holding a Certificate of Qualification.

**Apprentice:** Any Employee of a signatory Employer who is not a Journeyman. Non-ticketed Journeyman will be considered an Apprentice. It is understood there will be jointly



developed criteria that will determine how non-indentured apprentices will move through the system.

- 15:02 Employers shall be encouraged to arrange for transfer for Apprentices, either temporary or permanent, to allow for steady employment and opportunity for varied experience.
- 15:03 The Employer cannot stop an Apprentice from attending Apprenticeship School and the Employer agrees that he will instruct all of his Apprentices that they must attend training for the applicable year as a condition of employment. The employer will notify the Union of the names of all Apprentices attending school.
- 15:04 Once indentured as an Apprentice, the Employee shall not be advanced to a higher pay level until proper schooling has been completed and the correct number of hours in the trade have been fulfilled. There shall not be a reduction in pay.
- 15:05 **Qualifications:** It is hereby understood and agreed that the parties of this Agreement shall promote jointly, extensive upgrading classes for painters and paperhangers to include instruction in industrial coating and /or sheeting work, and further, that both parties will consider that member of the Union shall be in possession of Tradesmen Qualification Card or Apprenticeship Certification and Employers will request that Employees without Tradesmen Qualification Cards will sit for examination at the appointed time, and that this program continue for the duration of this Agreement and on a continuing basis.

Previous to formal Provincial Apprenticeship being available, there will be online courses (ongoing beta testing currently) and printed materials to meet requirements for advancing from level to level (Appendix A)(FTI responsible for development) (Industrial programs of study part of Coatings Application Specialist 1, 2 & 3).

New clause under Journeyman successful competition of SSPC – CAS shall be recognized Journeyman in province of Saskatchewan and shall receive appropriate Journeyman rate of pay.

15:06 **Appendix A – Qualification Categories:**

**45%**

- Achieve safety requirements (provided by Union or Employer) minimum WHIMIS
- Positive attitude
- Follow instructions and take action

**50%**

- Practice safe work habits and procedures
- Operate blast pot (Basic)

Examples

- Adjust sand
- Attach hoses
- Check deflectors and rubbers
- Potman – signals

- Understand how to mix coatings

Example

- Find product data and read/apply

- Start Learn to blast and practice different standards
- Paint mixer and prepping tasks

**60%**

- Can manage their own timecard properly
- Can fill our basic safety related paper work

Examples

- Toolbox
- Confined space
- FLRA

- Has received some supervision on primers and zincs
- Understand how a wet film gauge works
- Understand solids and paints to achieve proper film thickness
- Starting to learn hood and pot maintenance

Examples

- Change deflector
- Down pipes
- Rubber and fittings

- Improved blasting skills

Example

- Blast mostly unsupervised

**75%**

| <b>COATING APPLICATION SPECIALIST LEVEL 1</b> |  |              |
|---|--|--------------|
| <b>COURSE #</b>                               | <b>COURSE NAME</b>                                   | <b>HOURS</b> |
| <b>COR</b>                                    | <b>LEVEL 1</b>                                       | 38           |
| CAS 2000                                      | Health & Safety Awareness for the Industrial Painter | 40           |
| CAS 2001                                      | Bridge Rigging                                       | 8            |
| CAS 2100                                      | Introduction to Industrial Coatings                  | 32           |
| CAS 2101                                      | Coating Application Specialist (CAS) Examination     | 8            |
| CAS 2200                                      | Introduction to Corrosion Theory and Control         | 40           |
| CAS 2300                                      | Introduction to Surface Preparation                  | 12           |
| CAS 2301                                      | Ambient Conditions                                   | 12           |
| CAS 2302                                      | Nozzle Blasting Systems                              | 12           |
| CAS 2303                                      | Abrasives  | 12           |
| CAS 2304                                      | Portable Wheel Blast Equipment                       | 12           |
|   |  | 210          |

**85%**

| <b>COATING APPLICATION SPECIALIST LEVEL 2</b> |   |              |
|---|---|--------------|
| <b>COURSE #</b>                               | <b>COURSE NAME</b>                          | <b>HOURS</b> |
| <b>COR</b>                                    | <b>LEVEL 2</b>                              | 26           |
| CAS 2400                                      | Introduction to Spray Application           | 12           |
| CAS 2401                                      | Mixing and Thinning                         | 16           |
| CAS 2402                                      | Conventional Spray Application              | 16           |
| CAS 2403                                      | Airless Spray Application                   | 16           |
| CAS 2404                                      | Air-Assisted Airless Spray Applications     | 16           |
| CAS 2405                                      | Measuring and Monitoring Results/Inspection | 16           |
| CAS 2500                                      | Composition and Types                       | 32           |
| CAS 2501                                      | Quality Assurance: Applicator               | 32           |
| CAS 2502                                      | Quality Assurance: Inspection               | 32           |
|   |   | 214          |

**90%**

| <b>COATING APPLICATION SPECIALIST LEVEL 3</b> |   |              |
|---|---|--------------|
| <b>COURSE #</b>                               | <b>COURSE NAME</b>                        | <b>HOURS</b> |
| <b>COR</b>                                    | <b>LEVEL 3</b>                            | 32           |
| CAS 2600                                      | Concrete Specialty                        | 16           |
| CAS 2601                                      | Plural Components                         | 16           |
| CAS 2602                                      | Thermal Spray                             | 16           |
| CAS 2603                                      | Waterjetting                              | 16           |
| CAS 2604                                      | Electrostatic Spray                       | 8            |
| CAS 2605                                      | Pipeline Coatings                         | 4            |
| CAS 2606                                      | Powder Coatings                           | 4            |
| CAS 2700                                      | Introduction to Quality                   | 4            |
| CAS 2701                                      | Quality Resources                         | 4            |
| CAS 2702                                      | Quality Management and Document Controls  | 4            |
| CAS 2703                                      | Instrument Calibration                    | 4            |
| CAS 2704                                      | Inspecting Coating Applications           | 4            |
| CAS 2705                                      | Document and Specification Review         | 4            |
| CAS 2706                                      | Inspection Plan                           | 4            |
| CAS 2707                                      | Preventative and Corrective Actions       | 4            |
| CAS 2708                                      | Inspection Reports                        | 4            |
| CAS 2709                                      | Work Plans and Process Control Procedures | 4            |
|   |   | 152          |

## **ARTICLE 16:00 GRIEVANCE PROCEDURE**

- 16:01 All differences between the Employer and the Union regarding the interpretations, application, operation or alleged violation of this Agreement shall be settled without stoppage of work or lockout by negotiation as hereafter provided.
- 16:02 Either the Union or the Employer may institute a grievance under the terms of this Agreement. If they fail to settle same within ten (10) calendar days, either of the parties may proceed under sub-article 16:05.
- 16:03 An aggrieved Employee shall submit his complaint to the Steward or in his absence to the Business Manager and / or Business Representative of the Union, who shall endeavor to settle the complaint between the Employee and his immediate supervisor.

- 16:04 If the complaint is not settled within two (2) days, excluding Saturday, Sunday and holidays, it may be referred in writing to the Project Manager and an Official Representative of the Union.
- 16:05 If the parties fail to reach an agreement under the above steps either party may, by written notice to the other party stating the nature of the difference, require the establishment of an Arbitration Board. Such written notice must be served within the ten (10) days following the completion of the preceding steps.
- 16:06 Each party shall appoint one (1) member as its representative on the Arbitration Board within seven (7) days of such notice. The two (2) members so appointed shall endeavor to select an independent Chairman.
- 16:07 If either of the parties fail to appoint its representative on the Arbitration board within the required seven (7) days, such action shall be deemed as acceptance of the other party's position in the grievance.
- 16:08 If the two (2) members fail to select a Chairman within five (5) days after the day on which that last of the two (2) members is appointed, they shall request the Minister of Labour to select a Chairman.
- 16:09 The Arbitration Board may not change, modify or alter any of the terms of this Agreement. All differences submitted shall present an arbitrable issue under this Agreement, and shall not depend on or involve an issue or contention by either party that is contrary to the provisions of this Agreement or that involves the determination of a subject matter not covered by or arising during the terms of this Agreement.
- 16:10 The Arbitration Board shall give its decision not later than fourteen (14) days after the appointment of the Chairman except that, with the consent of both parties, such limitation of time may be extended.
- 16:11 Each party to the differences shall bear the expenses of its respective nominee to the Arbitration Board and the two (2) parties shall bear equally the expenses of the Chairman.

**ARTICLE 17:00 PRE-JOB AND MARK-UP CONFERENCES (For Industrial Only), JURISDICTION AND ASSIGNMENT OF WORK**

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) recognize 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 Impartial Jurisdictional Disputes Board and Appeals Procedure.

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 Impartial Jurisdictional Disputes Board 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 Impartial Jurisdictional Disputes Board, or its successor.

A mark-up conference may be conducted electronically when mutually agreed.

Single trade projects do not require pre-job and mark-up meetings.

## **ARTICLE 18:00 JURISDICTIONAL ASSIGNMENT PLAN**

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 19:00 NO STRIKE – NO LOCKOUT

19:01 During the term of this Agreement the Parties hereto agree that there shall be no strikes of any kind whatsoever; work stoppages; slowdowns; or interference or interruption of work by any Employees or the Union; and there shall be no lockouts by the Employer.

19:02 Nor shall there be any strike or interruption of work during the term of this Agreement because of any jurisdictional disputes of disagreements between any other persons (or other Employees or Unions) who are not parties subject to this Agreement.

19:03 Employees who violate this provision shall be subject to disciplinary action, including discharge; and any claim by either party against the other of a violation of this Article shall be subject to arbitration as provided for under Article 16:06 of this Agreement.

19:04 **Withdrawal of Members:** In addition to other remedies contained in this Agreement, the Employer hereby consents to the Union withdrawing its members from any job in any of the following event:

- a) Subletting directly or indirectly, either in whole or in part, for any labour services required by any contractor in performance of work included in the scope of work in this Agreement, to any person, persons or contracting firm who is not signatory to this Agreement.

Exclusions to this are those items of the work that traditionally have been sub-contracted by Employers by reason of specialized skills or equipment or franchised products, not generally within Employer resources such as:

- Erection and removal of complex or extensive scaffolding.
  - Maintenance of equipment more extensive than routine servicing.
  - Extraction and removal of spent blast abrasive by mechanical process.
- b) The continued employment by the Employer of any person required by the Union to join the Union under Article 4:02 hereof who has failed to join the Union.
  - c) For failure of the Employer to remit on time all monies, due by him to the Health and Welfare Fund, Union Dues Checkoff, or any other Fund coming under the terms of this Agreement.

## ARTICLE 20:00 JOINT TRADE COMMITTEE

20:01 To the end that the craft may be improved and the industry stabilized, a committee composed of employers and members of the Union shall meet at least every two (2) months, starting from the date this Agreement becomes effective, and during the life of this Agreement. Its terms of reference shall include interviewing prospective apprentices, establishing minimum qualifications for Journeymen, trade promotion, advertising, ethics, study of modern trends in the industry, the submission of drafts of proposed legislation as will tend to advance the

interests of both parties and such matters as are of mutual interest. Members to be named upon ratification.

## **ARTICLE 21:00 SPECIAL PROJECTS CLAUSE**

21:01 The parties hereto express their intent to consider amending certain provisions of this Collective Agreement, by way of an appendix, where this action appears necessary and appropriate for certain projects as specified because of project location, type or size.

The Employer and the Union agree to meet and give serious consideration to amending certain provisions of the Collective Agreement, by way of Letter of Understanding, where this action is deemed necessary and appropriate by the Employer or the Union for certain projects where the Employer is facing competition in securing work under the Terms and Conditions of this Agreement. The parties will meet within three (3) working days of request to do so or as soon as practical thereafter. Then the Employer shall furnish the Union with evidence of unfair competition.

Said Agreement will be to all signatory local contractors. Cut off for enabling is thirty six (36) hours prior to the close of the bidding. If the job is enabled, then it is on the contractor to find out if it has been enabled. If a contractor that is not a Saskatchewan business asks, then all contractors must be notified.

## **ARTICLE 22:00 UNIFIED REMITTANCE OF FUNDS**

22:01

- a) All Funds and Check-off payments shall be recorded and itemized on a unified Remittance Form. This form shall be supplied by the Union and shall make provisions for the listing of each Employee's name, Social Insurance Number and number of hours worked.
- b) All Fund and Check-off remittances shall be consolidated into one (1) cheque payable to PAINTERS AND ALLIED TRADES, LOCAL 739 PAINTERS MEMBERSHIP SERVICES "IN TRUST" C/O Painters Union, 168 Higgins Avenue, Winnipeg MB R3B 0B8.
- c) If the Employer has no Employees during a given month, he shall submit a "NIL" report unless it is clearly understood by all parties that he has declared himself out-of-business.
- d) All monies required for the various Funds and Dues Check-offs required by the Collective Agreement are deemed to be held in Trust by the Employer until remitted as aforesaid.



EACH OF THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AND CAUSED IT TO BE SIGNED BY ITS DULY AUTHORIZED REPRESENTATIVE (S) AS OF THIS\_\_\_\_, DAY OF \_\_\_\_\_, 2016.

SIGNED ON BEHALF OF: INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, LOCAL 739

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John Sedor  
Business Manager

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

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Jason Gervais  
Trade Division Chairperson

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Warren Douglas  
CLR



# EMPLOYEE TERMINATION RECORD

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

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

City / Prov: \_\_\_\_\_ Project #: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

Reason for Termination

- |                    |     |                     |     |
|--------------------|-----|---------------------|-----|
| Shortage of work   | ( ) | Retirement          | ( ) |
| Strike or lockout  | ( ) | Work Sharing        | ( ) |
| Return to school   | ( ) | Apprentice Training | ( ) |
| Illness or Injury  | ( ) | Dismissal           | ( ) |
| Quit               | ( ) | Leave of Absence    | ( ) |
| Pregnancy/Parental | ( ) | Other               | ( ) |

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

| ( ) Final pay Period ( ) 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                                    |   |   |   |   |   |   |   |       |

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

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

# LEAVE OF ABSENCE REQUEST

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

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

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

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

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

**IF MORE THAN 8 HOURS:**

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\*\*\*\*\*

**NOTE:**

1. "Personal business" will not be considered sufficient reason to grant a leave of absence, unless discussed with Project Superintendent.
2. Leave of absences will not be granted on the same day of the request, unless under extreme circumstances.
3. If the request is approved, the Employer shall send a copy of the completed form by facsimile to the Local Union office.

# APPENDIX 1

# APPRENTICESHIP RATES

## a) Industrial

### 90% Journeyman

October 30, 2016

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ████████ |
| Vacation         | ████████ |
| Pension          | ████████ |
| Health & Welfare | ████████ |
| Training         | ████████ |
| <b>Total</b>     | ████████ |

### 85% Journeyman

October 30, 2016

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ████████ |
| Vacation         | ████████ |
| Pension          | ████████ |
| Health & Welfare | ████████ |
| Training         | ████████ |
| <b>Total</b>     | ████████ |

### 75% Journeyman

October 30, 2016

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ████████ |
| Vacation         | ████████ |
| Pension          | ████████ |
| Health & Welfare | ████████ |
| Training         | ████████ |
| <b>Total</b>     | ████████ |

### 65% Journeyman

October 30, 2016

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ████████ |
| Vacation         | ████████ |
| Pension          | ████████ |
| Health & Welfare | ████████ |
| Training         | ████████ |
| <b>Total</b>     | ████████ |

**60% Journeyman**

**October 30, 2016**

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ████████ |
| Vacation         | ████████ |
| Pension          |          |
| Health & Welfare | ████████ |
| Training         | ████████ |
| <b>Total</b>     | ████████ |

**50% Journeyman**

**October 30, 2016**

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ████████ |
| Vacation         | ████████ |
| Pension          |          |
| Health & Welfare | ████████ |
| Training         | ████████ |
| <b>Total</b>     | ████████ |

**45% Journeyman**

**October 30, 2016**

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ████████ |
| Vacation         | ████████ |
| Pension          |          |
| Health & Welfare | ████████ |
| Training         | ████████ |
| <b>Total</b>     | ████████ |

b) Shop

**90% Journeyman**                      **October 30, 2016**

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ████████ |
| Vacation         | ████████ |
| Pension          | ████████ |
| Health & Welfare | ████████ |
| Training         | ████████ |
| <b>Total</b>     | ████████ |

**85% Journeyman**                      **October 30, 2016**

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ████████ |
| Vacation         | ████████ |
| Pension          | ████████ |
| Health & Welfare | ████████ |
| Training         | ████████ |
| <b>Total</b>     | ████████ |

**75% Journeyman**                      **October 30, 2016**

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ████████ |
| Vacation         | ████████ |
| Pension          | ████████ |
| Health & Welfare | ████████ |
| Training         | ████████ |
| <b>Total</b>     | ████████ |

**65% Journeyman**                      **October 30, 2016**

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ████████ |
| Vacation         | ████████ |
| Pension          | ████████ |
| Health & Welfare | ████████ |
| Training         | ████████ |
| <b>Total</b>     | ████████ |

**60% Journeyman**

**October 30, 2016**

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ████████ |
| Vacation         | ████████ |
| Pension          |          |
| Health & Welfare | ████████ |
| Training         | ████████ |
| <b>Total</b>     | ████████ |

**50% Journeyman**

**October 30, 2016**

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ████████ |
| Vacation         | ████████ |
| Pension          |          |
| Health & Welfare | ████████ |
| Training         | ████████ |
| <b>Total</b>     | ████████ |

**45% Journeyman**

**October 30, 2016**

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ████████ |
| Vacation         | ████████ |
| Pension          |          |
| Health & Welfare | ████████ |
| Training         | ████████ |
| <b>Total</b>     | ████████ |



c) **Brush & Roll Industrial**

**90% Journeyman**                      **October 30, 2016**

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ██████   |
| Vacation         | ██████   |
| Pension          | ██████   |
| Health & Welfare | ██████   |
| Training         | ██████   |
| <b>Total</b>     | ████████ |

**85% Journeyman**                      **October 30, 2016**

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ██████   |
| Vacation         | ██████   |
| Pension          | ██████   |
| Health & Welfare | ██████   |
| Training         | ██████   |
| <b>Total</b>     | ████████ |

**75% Journeyman**                      **October 30, 2016**

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ██████   |
| Vacation         | ██████   |
| Pension          | ██████   |
| Health & Welfare | ██████   |
| Training         | ██████   |
| <b>Total</b>     | ████████ |

**65% Journeyman**                      **October 30, 2016**

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ██████   |
| Vacation         | ██████   |
| Pension          | ██████   |
| Health & Welfare | ██████   |
| Training         | ██████   |
| <b>Total</b>     | ████████ |

**60% Journeyman**

**October 30, 2016**

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ████████ |
| Vacation         | ████████ |
| Pension          |          |
| Health & Welfare | ████████ |
| Training         | ████████ |
| <b>Total</b>     | ████████ |

**50% Journeyman**

**October 30, 2016**

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ████████ |
| Vacation         | ████████ |
| Pension          |          |
| Health & Welfare | ████████ |
| Training         | ████████ |
| <b>Total</b>     | ████████ |

**45% Journeyman**

**October 30, 2016**

|                  |          |
|------------------|----------|
| HR Rate          | ████████ |
| Stat             | ████████ |
| Vacation         | ████████ |
| Pension          |          |
| Health & Welfare | ████████ |
| Training         | ████████ |
| <b>Total</b>     | ████████ |