

PROVINCIAL LABOURERS' AGREEMENT

(For Overburden/Site Preparation Construction)

THIS AGREEMENT ENTERED INTO BY AND BETWEEN:

**EACH OF THE UNIONIZED EMPLOYERS IN THE LABOURER TRADE DIVISION OF THE
CONSTRUCTION INDUSTRY ON WHOSE BEHALF THE CLR CONSTRUCTION LABOUR
RELATIONS ASSOCIATION OF SASKATCHEWAN INC., AS THE REPRESENTATIVE
EMPLOYERS' ORGANIZATION, HAS ENTERED INTO THIS AGREEMENT;**

(Hereinafter Referred to as the "EMPLOYER")

- AND -

**THE CONSTRUCTION AND GENERAL WORKERS' LOCAL UNION, #180,
REGINA, SASKATCHEWAN**

(Hereinafter Referred to as the "UNION")

**Effective May 6, 2015
Expires April 30, 2021**

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 anyone employed under the terms of this Agreement.
- EMPLOYER** - means a Company bound by the terms of this Collective Agreement.
- EQUIVALENT** - where the term equivalent is used throughout this agreement, the Parties shall, by mutual agreement, determine any question regarding equivalency.
- HOTEL RECEIPT** - for the purpose of reimbursement of the subsistence allowance as provided in Article 13:03(c) shall mean a paid original official hotel receipt (not photocopy) which includes the following information:
- o Name and location of the hotel
 - o Date of the stay
 - o Name of the guest
 - o Room number
 - o GST number
- INDUSTRIAL CONSTRUCTION** - Industrial construction shall mean construction work in respect of:
- o Electrical Power Generation
 - o The development of Mining and Smelting Properties
 - o Oil Refineries, Upgraders and all forms of hydro carbon production, extraction or processing
 - o The development of Chemical Plants from any and all forms of feed stocks or other sources
 - o Pulp, Paper or Timber/Wood processing mills or sawmills
 - o Toxic Waste Disposal Systems

- Production and Processing Plants for Natural Gas, LPG, Oxygen, Carbon Dioxide, or any other manufactured gases
 - Base/Precious/Other Metal Production Plants or Upgrades of any and all kinds
 - Pumping stations and compressor stations
 - Cement, Lime and Gypsum Plants
 - In addition, industrial construction shall include such work as may reasonably be considered as industrial construction as mutually agreed by CLR and the Union
- KM** - means kilometre by Road (not radius).
- LOCAL RESIDENT** - local resident is a person who has resided within eighty (80) kilometres of a project, but outside the cities of Regina and Saskatoon, for at least six (6) months immediately preceding the date of hire.
- LOCAL UNION OR UNION** - means the Construction and General Workers' Local Union #180.
- OVERBURDEN CONSTRUCTION** - means the removal of overburden (waste or spoil) materials and the preparation of a mining area or construction site including: reclamation, stockpiling of reclamation material, erosion protection; Construction and maintenance of roads excluding paving and surfacing), drainage ditches; Construction of mine infrastructures; Excavation for installation and recovery of piezometers and slope indicators; Loading, hauling and disposal of by-products; Excavation for and installation of sewer, water and drainage lines; Processing of aggregates and gravel pit stripping; Construction of filter drains; Construction of dams and containment berms; Grading of construction areas; Utility work, Ore hauling and any other work in the preparation of a construction site up to the placement of the anchor bolts.
- QUALIFIED** - shall mean to also include certification in the CODC Interactive "Rights and Responsibilities" course and the SCOT course or equivalent.
- RESIDENCE** - an employee'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:

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

ARTICLE 1:00 OBJECTS AND SCOPE

1:01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its Employees and to provide for the prompt and equitable disposition of grievances without stoppage of work, and to establish and maintain satisfactory working conditions, hours of work and wages, for all Employees who are subject to the provisions of this Agreement.

1:02 The Employer recognizes the Union as the exclusive bargaining agent for all of the Company's Employees as defined hereinafter. Labourer Foremen and all Labourers when employed as General Labourers, Specialized Labourers, Mortar Mixers, Motor Buggy Operators, Tool-Crib Men, Farm Tractor Operators, Jackhammer Men, Vibrator Men, Dumpmen, Tamper Men, Pump Tenders, Tubular or Steel Frame Scaffolders, Heater Tenders, Air Track Drillers, Shooters, Chippermen, Pipelayers, Bobcat Operators, Form Setters, and Leadmen (streets and sidewalks), Concrete Finishers, Concrete Placers and Form Stripping and Material Cleaning, and including those Employees operating all Hand Pneumatic, Electric Combustion Motor, and Air-Driven Tools or equipment necessary for the performance of all work by the above Employees. Labourers tending all crafts including the mixing, handling and conveying of all materials used by the crafts that are employed and on the payroll of the Employer signatory to this Agreement.

1:03 SCOPE - Agreement

This Agreement shall apply to all work related to the site preparation, overburden removal and excavation for Industrial, Institutional, and Residential sites.

1:04

- a) This Agreement shall only apply to site preparation work on sites designated for construction under a CLR – Labourers Agreement, unless mutually agreed to by The Construction And General Workers' Local Union, #180 and the Unionized Employers with a pre-job conference.
- b) This agreement is applicable to the point at which the anchor bolts are placed and the mechanical trades start working within those specific battery limits. At that point, the terms and conditions of the respective Provincial Construction Agreement shall apply within those battery limits.
- c) Overburden applies to work outside of battery limits.
- d) Battery limits refers to the battery limits around a specific plant inside of a Project.
- e) Application of this Overburden and Site Preparation Agreement inside a Project's battery limits is dependent upon a pre-job conference with the Union prior to work being bid. In addition to the normal pre-job items, at the pre-job the parties will determine scope and application of the Overburden and/or Site Preparation agreement and confirm when the applicable collective agreement would commence.

Contractors are obligated to notify the CLR Saskatchewan that this agreement is being used to bid a specific scope of work.

ARTICLE 2:00 SPECIAL PROJECTS

2:01 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. The provisions must be mutually agreed upon by the parties hereto.

ARTICLE 3:00 GEOGRAPHICAL JURISDICTION

3:01 This Agreement shall apply within the geographical area of the Province of Saskatchewan as defined by the individual Employer's Certification Order, or memorandum of understanding.

ARTICLE 4:00 UNION SECURITY, HIRING, JOB ACCESS, STEWARDS

4:01 Union Security

The Employer recognizes the Union as the sole collective bargaining agent for all Employees within the jurisdiction of the Construction and General Workers' Union (Labourers' International Union of North America), Local 180 in the Province of Saskatchewan.

4:02 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 in his employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of his employment, provided that any Employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

4:03 All Employers shall hire only members of the Labourers Union in good standing through the appropriate Union office for the performance of all work within the scope of this Agreement. The Employer shall have the right to name hire all supervision and any Employee who had been employed by the Employer at any time within the previous eighteen (18) months from the applicable local out-of-work list.

4:04 Probationary Employees

Probationary Employees shall be subject to a mandatory probationary period of ninety [90] calendar days. This period may be extended by the Employer where it is deemed by the Employer that additional time is required to assess an employee's competency or fit with his role. The Union agrees that such extension will not be unreasonably withheld. Probationary Employees rehired within twenty-four (24) months will not be required to serve an additional probationary period. (See Article 17:03)

4:05 The Union agrees to furnish qualified Employees and Apprentices on request. In the event the Local 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 Employees and Apprentices 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 Employer, referral slips will be transmitted electronically to the project.

4:06 When the Labourers' Union agrees that an equitable mix of local resident qualified persons and Union members is desirable, pre-employment training and/or verified previous construction experience will constitute required qualification as determined solely by the Labourers' Union.

Subject to Article 4:03, Employers shall hire Employees and the Union shall issue referral slips and/or clearance to Employees in the following sequence and in accordance with the following priorities:

- a) Local resident qualified Saskatchewan Union Members.
- b) Local resident qualified persons, but not exceeding 50% of manpower requirements unless the Union is unable to fill the Employer's request.
- c) Qualified Union Members whose residences are located in Saskatchewan.

Qualifications

All training documentation must be provided by the employee to the union prior to dispatch and to the employer upon hire. It will be the Union's sole responsibility to keep copies of qualifications of all workers dispatched.

If it is reported that an Employee has misrepresented his qualifications within three (3) calendar days of being employed, his employment may be terminated, and in which case shall not be entitled to return travel expense or allowance, or board and room or subsistence. If his employment is not terminated, then by mutual agreement, the Employer and Employee or the Union may negotiate a lessor rate.

For Local Resident qualified persons only, pre-employment training and/or verified previous construction experience will constitute required qualification as determined solely by the Employer.

4:07 Safety Orientation

As a condition of employment it is the sole responsibility of each and every employee to obtain, hold and maintain all current certification(s) in any and all legislated safety training requirements (i.e. WHMIS, Fall Arrest, etc.) that are trade specific and/or specific to the construction industry as a whole. Supporting documentation of all legislated training must be provided by the employee to the Union prior to dispatch and to the employer upon hire and may be further requested by the employer at any time during the duration of their employment. Prior to the expiration of any certification, the Employer will notify the Employee of the pending expiration and give the Employee reasonable time to renew their certification.

Further, prior to arriving at site, employees shall hold current certification for the specific tasks identified in the dispatch request, such as Spark Watch, Confined Space Watch and so on. If the employee has to be trained after dispatch, all costs borne by the Employer shall be reimbursed by the Training Fund.

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.**
- Part 3 - Employer or Owner Project Specific Training.**

It is the responsibility of each employee to hold current certification and maintain 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.

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

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.

4:08 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 amount calculated and/or prescribed by the Local Union.

4:09 Union dues and other deductions shall be remitted to the Local Union promptly by the 15th of the following month. Each remittance shall be accompanied by a list showing the name and social insurance number of the Employees on whose behalf the deduction was made; and showing opposite each name the amount of the deduction. For the field dues deducted the list shall show the figure on which the deduction was based.

4:10 In the case of the delinquent remittances the Union may utilize the grievance procedure beginning with Step Three to recover the amount owing and all costs and interest on the outstanding amount.

4:11 **Job Access**

The Labourers Representative of the Local shall have the right to visit the jobsite after making his presence known to the Employer's Representative. The Union Representative shall not deliberately cause Employees to neglect their work.

4:12 **Job Steward**

The Job Steward will be an Employee who is a qualified Journeyman, who has completed a Steward Training Course applicable to this trade. There shall be no non-working Steward(s). The Union shall notify the Employer in writing of the name(s) of its Steward(s). The Steward(s) will be allowed reasonable time to perform his duties. The Steward(s) shall be one (1) of the last two (2) Employees to be laid off, provided there is work available for which he is qualified, otherwise the Union will be notified in writing in a timely fashion 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.

4:13 **Job Jumping Restriction**

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

ARTICLE 5:00 TERMINATION OF EMPLOYMENT

5:01 When reducing the work force on the job, the Employers shall lay off their Employees in the following sequence subject to the skills required to be maintained on the project, attendance, safety performance and ability:

- a) The potential member.
- b) The members of the Local in whose jurisdiction the work is being performed.

ARTICLE 6:00 MANAGEMENT RIGHTS

- 6:01 The Union recognizes the right of the Employer to the management of his plant and the direction of the working force including the right to select, hire, promote, transfer or discharge any Employee for just cause. The Union further recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities, including methods, processes and means of production or handling.
- 6:02 Employees who are working or are offered the number of hours employment provided by this Agreement by the Employer shall not engage in any other work, excepting on their own premises.

ARTICLE 7:00 NO STRIKE / NO LOCKOUT

- 7:01 The Employer agrees that it will not cause or direct any lock-out of Employees.
- 7:02 No Employee working under the terms and conditions of this Agreement shall strike during the term of this Agreement. No person, Employee or trade union shall declare, authorize or participate in a strike or other collective action which will stop or interfere with production or counsel a strike or collective action to be effective during its term.

ARTICLE 8:00 HOURS OF WORK, OVERTIME, SHOW UP TIME, CALL OUTS, SHIFTS AND REST BREAKS

8:01 Hours of Work

The regular work week shall be forty (40) hours per week.

It is understood and agreed that the hours of work set forth in this Article herein do not constitute a guarantee of hours of work per day or hours of work per week.

The regular starting and quitting times may be changed to suit job requirements or conditions by mutual agreement between the Union and the Employer. In the event the starting or 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 times.

Employees are to commence and complete their shift at the Employer's designated work area.

The work week, for payroll purposes shall generally end at Saturday midnight. However, in order to meet the Employer's payroll requirements the Employer may close the payroll earlier. This will be established as a job condition and those affected so notified.

a) Five Day Work Week Schedule

The regular hours of work for all Employees working under the terms of this Agreement shall be as follows:

- i. The regular work week shall consist of eight (8) hours per day, Monday through Friday inclusive.
- ii. The regular hours of work shall be between the hours of 6:00 a.m. and 6:00 p.m., with one half (1/2) hour [REDACTED] lunch period between the hours of 12:00 noon and 1:00 p.m.

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 or Tuesday to Friday. After having obtained mutual agreement in writing notice of change to the established work week shall be given to each Employee by the Employer no later than quitting time on the last regular work day of the preceding week and the change shall take place at starting time on Monday of the following week.
- iii. The normal hours of work shall be between the hours of 6:00 am and 6:00 pm, with one half (1/2) hour [REDACTED] lunch period.
- iv. The work week in which a statutory holiday is observed will revert to three (3) days at ten (10) hours per day.

- c)** Alternative Work Schedules and blended shift cycles may be mutually determined between the Employer and the Union and incorporated into this Agreement.

8:02 Overtime

Employees shall receive [REDACTED] times their regular rate of pay for overtime Monday through Friday. Monday through Friday each Employee must have worked all the available scheduled straight time hours of a day before receiving overtime pay for hours worked thereafter on the same day. Further, an employee must work all available straight time hours in a week before qualifying for overtime rates in the same week. Overtime rate eligibility is not impacted by confirmed medical absences and family emergencies. In addition, time off arising from approved leaves of absences does not impact eligibility for overtime rates unless notice of said impact is given to the employee at the time the leave is approved.

When overtime begins immediately after the regular work day and continues for more than two (2) hours, the employee shall be provided with a meal (hot, where possible) and beverage after the first two (2) hours of overtime and a meal (hot, where possible), and a beverage every four (4) hours thereafter. The Employee shall be allowed a twenty (20) minute meal

break and shall be compensated at the applicable rate of pay. When meals (hot where possible) are not available, a meal allowance of [REDACTED] per meal will be paid in lieu of the meal.

a) Five Day Work Week Schedule

When working under the five (5) day work week schedule, Employees shall receive [REDACTED] times their regular pay for overtime Monday through Friday.

b) Four Day Work Week Schedule

- i. When working under the four (4) day work week schedule, Employees shall receive [REDACTED] times [REDACTED] the regular hourly rate for all hours worked in excess of the regular ten (10) hours per day Monday through Thursday or Tuesday to Friday.
- ii. Hours worked on Fridays (other than as a make-up days or on a Tuesday to Friday schedule) shall be paid at [REDACTED] times the Employees' regular rate of pay. Time worked on Fridays shall be considered scheduled work hours. The Employer must advise each Employee in advance the minimum number of hours to be worked or paid for on Fridays.
- iii. When working under the four (4) day work week schedule, Friday may be used as a make-up day when the weather conditions have caused lost time during the regular work week (when working a Monday through Thursday schedule). A make-up day will only be worked during the same week that the time is lost. Work performed on a make-up day shall be paid at the regular straight time rate for the first ten (10) hours to a maximum of forty (40) hours per week (not including show up time) after which the [REDACTED] rates shall apply. In no case shall the time scheduled on a make-up day be less than eight (8) hours. Time worked on make-up days shall be considered scheduled work hours.

c) Recognized Holidays

All hours worked on recognized holidays shall be paid at [REDACTED] time.

8:03 Show Up Time

When an Employee reports for work but is not placed to work or is unable to continue to work, the following shall apply:

- i. If any Employee is not placed to work, and does not remain on the job, he shall receive an allowance equal to [REDACTED] hours pay at straight time rates including all benefits. Employees who remain on the job for the [REDACTED] hours or longer will be paid the actual waiting time at the applicable rate of pay. When an Employee is placed to work, he shall receive not less than one-half (½) day's pay or time worked, whichever is greater.

When work cannot proceed on any day due to inclement weather or other emergency beyond the company's control, Employees will be paid not less than

■ hours pay provided that the Employee has reported for work and remains on the job for the full ■ hours.

- ii. The decision and instructions 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.
- iii. When an Employee has been notified prior to leaving his place of residence not to report for work, the ■ hours reporting time in 8:03 (i) shall not apply, but shall receive subsistence where applicable.

8:04 Call Out

Employees who have completed the day's scheduled hours or work and who respond to a request to return to work additional time, shall receive a minimum of ■ hours pay at the applicable overtime rate or for actual hours worked, whichever is greater, plus the applicable transportation allowance.

8:05 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 work 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 a shift change.
- c) For shifts established to precede or follow the day shift, Employees shall receive a shift premium of ■ per hour for all hours worked. There shall be no pyramiding of premium pay.

8:06 Rest Breaks

- a) Two (2) ten (10) minute paid rest breaks shall be scheduled by the Employer on each shift.

The rest break for a scheduled ten (10) hour work day will be extended to two (2) fifteen (15) minute work breaks.
- b) If more than one (1) hour of overtime is to follow the regular work shift, a ten (10) minute work break shall be allowed. One hour flexibility shall be granted on overtime work breaks during emergency situations.
- c) In cases where an Employer requires Employees to work through their regular lunch or rest breaks, the Employees shall be provided a break either prior to the completion of their shift, or upon completion of their shift be compensated at the applicable rate of pay.

ARTICLE 9:00 TRANSPORTATION EXPENSES

The purpose of this Article is to pay reasonable expenses on behalf of the Employee. It is not intended to be a source of supplementary income. The Employer may require each Employee who receives a transportation allowance to sign a Canada Customs and Revenue Agency TD4E Declaration of Exemption Form, or its equivalent declaring that they qualify for and have incurred expenses for transportation in the amount of the allowance.

The transportation expense shall be the vehicle allowance rate published by Canada Revenue Agency for the maximum rate (generally for the first 5,000 km). The transportation expense shall be adjusted as the CRA rate changes and becomes effective on the same date as the next wage adjustments.

9:01 Free Zone

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

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 equal to the maximum CRA 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.

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 kilometres Free Zone around the project, the Employer shall provide transportation or each Employee shall be paid the maximum CRA 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.

9:04 **Initial and Terminal Transportation**

On projects where accommodation is supplied or paid for, each Employee shall be paid a transportation expense equal to the maximum CRA 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 return transportation expense paid to the dispatch point. An Employee who quits or whose employment is terminated for cause shall not be paid terminal transportation expense. The thirty (30) road kilometre Free Zone does not apply to initial and terminal transportation.

9:05 **Rotational Transportation**

Should the project be 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 expenses at the maximum CRA rate per road kilometre, effective 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.

9:06 **Employer Supplied Initial, Terminal and Rotational Transportation**

When an Employer is providing and the Employee has chosen to accept, initial, terminal and rotational transportation, each Employee shall be paid an allowance equal to his/her straight time rate for actual travel time and no transportation expenses will be paid.

In the event an employee misses the above-noted transportation, the Union will endeavour to assist Employers to recover associated costs from the affected members.

ARTICLE 10:00 GENERAL WORKING CONDITIONS

10:01 General working conditions shall be as stated at the pre-job conference.

10:02 **Employee Sign-on Form**

The Employee shall provide a completed Employee Sign-on Form, included as Appendix "D" to this Agreement, to the Employer before commencing work.

Employee Termination Record

In all cases of termination an Employee Termination Record, in the form of Appendix "E", which includes the hours worked by the Employee in the final pay period, 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.

10:03 The Employer shall provide clean, ventilated and heated lunch and change rooms with benches and tables with adequate size and seating capacity to accommodate the number of people using the facility. Cleanliness of this area shall be maintained by Labourers. Areas required for eating and changing shall be kept free of tools and equipment. Personal effects

of the Employees shall be covered by fire insurance up to the amount of [REDACTED] in each individual case, such insurance to be paid by the Employer.

10:04 The Employer shall supply all tools for Employees covered by this Agreement. The Employee shall properly care for all tools issued to him and insure they are properly stored at the end of each shift. Sufficient time shall be allowed prior to the end of the shift to look after Company tools and property and on any such work requiring more time.

10:05 Rubber Boots, rubber clothing, rubber gloves, sunscreen and insect spray will be issued by the employer on a charge out basis where the nature of the work demands such protective gear. When returned to the employer's stores in reasonable condition on termination, the employee will be refunded the full amount of the deduction.

Leather faced gloves shall be provided at the start of employment and will be replaced as required on a turn-in basis.

10:07 The Union agrees to reimburse the Employer for any failed pre-access Alcohol and Drug test costs.

ARTICLE 11:00 SAFETY

11:01 It is agreed that Employers and Employees shall maintain and abide by all site safety regulations as established by the Project Manager and all applicable provincial and/or federal safety legislation.

11:02 The parties to this Agreement recognize the mutual value of improving, by all proper and reasonable means, the safety of the individual worker and shall participate in and promote such safety programs including W.H.I.M.I.S. Documentation of training shall be provided by the Employee upon request by the Employer.

11:03 It is understood and agreed that the Employers and Employees shall at all times comply with the Accident Prevention Regulations and pursuant to the current Occupational Health Act, and any refusal on the part of the worker to work or to continue to work in contravention of such regulation shall not be deemed to be breach of this Agreement.

11:04 A qualified Safety Site Representative shall be on site.

11:05 An Employee who is injured while working for the Employer and who is sent home because of such injury shall receive pay up to the end of the shift in which he was injured. The Job Steward will be allowed time to gather the injured worker's personal belongings as soon as possible after the accident and if the case warrants it, the Employer shall designate someone to accompany the injured worker to the doctor or hospital without loss of pay for the regular shift.

11:06 **Productivity**

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 restrictions imposed against the use of any type of machinery, tools or labour saving devices.

11:07 It is agreed that productivity and quality of work is one of the objectives of the Parties to this Agreement.

ARTICLE 12:00 RECOGNIZED HOLIDAYS AND VACATIONS

12:01

a) 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 | |

Include any other holiday if it is legislated and proclaimed in the Province of Saskatchewan during the life of this Agreement.

- b) 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. Holiday pay shall be as set out in the appendices attached.
- c) When working a four (4) day work week, any recognized holiday falling on a Friday shall be observed on the preceding Thursday.
- d) Any deviation to the foregoing must be agreed upon by the Union and the Employer.
- e) Recognized holidays shall be paid for at the rate of [REDACTED] of the basic hourly rate, exclusive of overtime premiums, earned by the Employee in each calendar year and shall be paid each pay period with the Employee's regular pay.

12:02 The Employees shall be entitled to three (3) weeks annual holidays and the pay shall be at the rate of [REDACTED] of gross earnings for all Employees covered by this Agreement and shall be paid each pay period with the Employee's regular pay.

ARTICLE 13:00 CAMPS/COMMERCIAL ACCOMMODATION/SUBSISTENCE

The purpose of this Article is to pay reasonable expenses on behalf of the Employee. It is not intended to be a source of supplementary income. The Employer may require each Employee who receives a subsistence allowance to sign a Canada Customs and Revenue Agency TD4E Declaration of Exemption Form, or its equivalent, declaring that they qualify for and have incurred expenses for subsistence in the amount of the allowance.

Local Residents

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.

13:01 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.

13:02 Camps

- a) Camps are not permitted within eighty (80) road kilometres of Regina or Saskatoon.
- b) In the event a camp is being contemplated, CLR and the SPB and 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.

13:03 Subsistence

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

Notwithstanding the above, persons working the four (4) day, ten (10) hour day work week and who work the four days shall be paid five (5) days subsistence allowance with appropriate receipt for proof of accommodation.

However, if additional days are worked within the same week the subsistence allowance will revert to the per day worked basis and the five (5) days subsistence for the four (4) days worked will not apply.

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

13:04 Subsistence Allowance

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

Effective April 28, 2013



Effective April 26, 2015



- 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 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 approved Leave of Absence form. It is not intended that such forms be requested by the Union for all Employees.

ARTICLE 14:00 LOCAL RESIDENT DAILY TRANSPORTATION EXPENSES

14:01 A local resident who has resided, for a period of six (6) months immediately preceding the date of hire, within eighty (80) kilometres of the project but outside the cities of Saskatoon and Regina shall not be entitled to initial or terminal transportation allowance as set out in Article 9:04 or subsistence allowance as set out in Article 13:00, but shall receive daily transportation expense at a rate equal to the maximum CRA rate per kilometre. The transportation expense is to be calculated from the Employee's residence to the boundary of the Project Free Zone and return daily.

14:02 Where a camp kitchen is established a local resident Employee shall be entitled to a noon meal at no cost.

14:03 Work within the cities of Saskatoon and Regina shall be exempt from daily transportation expenses.

ARTICLE 15:00 PAYMENT OF WAGES

15:01

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 mailed to the Employee's address on record. The Employer has the option to use electronic pay stubs.

c) Pay on Termination

When an Employee is laid off, voluntarily terminates or is discharged for just cause, payment by cheque (or electronic direct deposit) of all monies owing, including a printed confirmation of earnings and deductions and a Record of Employment shall be sent by mail to the Employee's last known address on the next weeks regular pay day.

Records of Employment for Employment Insurance purposes may, at the sole discretion of the Employer, be submitted electronically or by paper forms to Services Canada and in accordance with Service Canada requirements. For electronically submitted ROE's a paper copy of the ROE shall be provided on request of the Employee.

If the Employee is kept waiting, he shall be paid eight hours per regular working day at straight time rates until payment is made.

ARTICLE 16:00 WAGE SCALES AND FRINGE BENEFITS

16:01 **Wage Scales**

All workers covered by this Agreement shall be classified and paid in accordance with the classification and wage scales as attached as Appendices "A" and forming part of this Agreement.

16:02 **Fringe Benefits**

The Employer shall contribute to all fringe benefits and trust funds in accordance with the attached Appendix A and forming part of this Agreement. Contributions to all trust funds shall be calculated in accordance with the applicable rate per hour stipulated in the attached appendixes for each hour worked by the Employee.

a) Health and Welfare Trust Fund

The parties hereto acknowledge the Labourers' Health and Welfare Trust Fund of Western Canada herein referred to as the "Fund", as constituted by trust agreement dated November 1, 1965, together with all amendments thereto.

b) Pension Trust Fund

The parties hereto acknowledge the Pension Fund called Labourers' Pension Fund of Western Canada (hereafter called "The Fund") as constituted by a Trust Agreement dated the 12th day of December, 1972, together with all amendments thereto.

c) Training Trust Fund

The parties hereto acknowledge the Saskatchewan Construction and General Workers' Training Trust Fund as constituted by the Trust Agreement dated October 1, 1972, together with all amendments thereto.

d) Labourers' Tri-fund

Labourers' Tri-Fund consists of Labourers AGC, Labourers Health and Safety, LECET/Regional LECET (Labourers/Employers Cooperation Education Trust.)

16:03 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.

16:04 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.

It is understood that the contributions negotiated under this clause are for the benefit of the members of the Union as recognized by the Trustees of the said fund who shall continue to have full discretion to make from time to time reasonable rules in this respect.

ARTICLE 17:00 GRIEVANCE PROCEDURE AND ARBITRATION

17:01 Grievance by an Employee

It is the mutual desire of the parties hereto, that complaints of Employees shall be adjusted as quickly as possible. The Foreman or Supervisor shall be given the opportunity to adjust a complaint. When a complaint is reduced to writing it shall be termed a grievance.

17:02 A grievance shall mean any difference or dispute concerning the interpretation, application, administration or alleged violation of the Agreement and shall be handled in the following manner:

Step One: The aggrieved party shall discuss his complaint with his Steward and the Foreman or immediate Supervisor, who shall endeavour to settle this complaint.

Step Two: 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 Union's Business Representative and the Employer's Labour Relations Representative on site.

Step Three: If the grievance is not settled within thirteen (13) working days, excluding Saturday, Sunday and recognized holidays, from the date of the occurrence giving rise to the grievance, either party may request that the grievance be referred to the Union's International Representative and the Association Site Representative. If the grievance is not settled within twenty (20) 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.

Optional Grievance Mediation

The parties may agree to refer one or more grievances to a grievance mediator for the purpose of resolving the grievances in an expeditious and informal manner.

1. The parties shall not refer a grievance to a grievance mediator unless they have agreed on the nature of any issues in dispute.
2. On a joint request by the parties, the Minister of Labour shall appoint a grievance mediator.
3. A grievance mediator appointed by the Minister shall begin proceedings within ten (10) days after being appointed or on any day that the parties jointly request.

4. Where the parties jointly request the appointment of a grievance mediator pursuant to this section, any provisions of the collective bargaining Agreement that impose a limitation of time with respect to the reference of a grievance to arbitration are deemed to be inoperative.
5. The grievance mediator shall endeavour to assist the parties to settle the grievance by mediation.
6. If the parties are unable to settle the grievance by mediation, the grievance mediator shall endeavour to assist the parties to agree on the material facts in dispute, and then the parties may determine the grievance in accordance with the arbitration provisions commencing with Step IV.

Step Four: If the option in Step Three is not exercised, the grievance shall proceed to Arbitration at the request of either party.

Step Five: It is understood and agreed that any of the time limits herein may be extended by mutual agreement in writing.

Step Six: Grievance by the Employer or the Union

Either the Employer or the Union may institute a grievance under the terms of this Agreement, concerning the interpretation, application, administration or alleged violation of the Agreement and shall be dealt with, commencing with Step Two.

Step Seven: When a Union or an Employer requests that a grievance be submitted to Arbitration, it shall make such a request in writing (Registered Mail or Fax) addressed to the other party.

Step Eight: A request to proceed Arbitration shall be made within five (5) working days excluding Saturday, Sunday and recognized holidays immediately following the time limits set forth in Step Three.

Step Nine: A single Arbitrator shall be selected by mutual agreement or if the Parties fail to agree on an Arbitrator within three (3) working days, a single Arbitrator appointed by the Minister of Labour shall hear any grievance which has been referred to Arbitration pursuant to this Agreement.

Step Ten: Both parties to the dispute shall share equally the expenses and fees of the Arbitrator.

Step Eleven: The Arbitrator shall sit, hear the parties, settle the terms of the question to be arbitrated and make its award within ten (10) days from the date of appointment, provided the time may be extended by the agreement of the Parties.

Step Twelve: The decision of the Arbitrator shall be final and binding upon both Parties.

17:03 A probationary employee's discipline or termination may be the subject of a grievance up to Step Number Three of the grievance procedure and the disposition of the grievance shall be final and binding at this Step. The discipline or termination of a probationary employee shall not be subject to Arbitration.

ARTICLE 18:00 JURISDICTIONAL DISPUTES RESOLUTION

18:01 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 19:00 PRE-JOB AND MARK-UP CONFERENCES, JURISDICTION AND ASSIGNMENT OF WORK

19:01 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 Union, 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, the Union and the Building Trades Council.

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

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

such assignments shall be made in accordance with the procedural rules of the National Joint Board.

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

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

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

A mark-up conference may be conducted electronically.

ARTICLE 20:00 LABOUR MANAGEMENT COMMITTEE

20:01 The signatories to this Agreement shall establish a joint Labour Management Committee which shall meet every second month or as the Committee may otherwise agree to for the purpose of discussing the progress of the project and human resource issues. The Committee will discuss mutual problems and matters of interest with a view to providing the Owner with a harmonious, productive and cost effective project.

ARTICLE 21:00 BUILDING TRADES PER CAPITA

21:01 The Employer agrees to deduct from each Employee covered by the terms of this Agreement, [REDACTED] per hour for each hour worked by the Employee. Such deduction(s) to be remitted not later than the fifteenth (15th) day of the following month and made payable to the Construction and General Workers Union, Local 180. The Local Union may at its discretion forward said monies to the Saskatchewan Provincial Building and Construction Trades Council (SPB & CTC) at 1111 Osler Street, Regina, Saskatchewan, S4R 8R4 or its successor. The Local Union is to receive a list showing the amounts and a list of names from whom such deductions were made.

ARTICLE 22:00 CONTRACT ADMINISTRATION AND INDUSTRY DEVELOPMENT FEES

22:01 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.

22:02 Each Employer subject to this Agreement shall contribute the following for all hours worked by each Employee:

a)	SPB & CTC	█	/hour(GST N/A)
	CODC Fund	█	/hour(Plus GST)
b)	CLR	█	/hour(Plus GST)
	CODC Fund	█	/hour(Plus GST)
	TOTAL	█	/hour

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

22:03 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.

22:04 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.

22:05 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 23:00 SUB-CONTRACTORS

23:01 The Employer will not sub-contract any work within jurisdiction of the Union except to a sub-contractor who is party to an agreement with the Union or who agrees, in writing, prior to or at the time of the executive of the sub-contract, to be bound by the terms of this Agreement.

ARTICLE 24:00 SAVINGS CLAUSE

24:01 If any provision of this Agreement is in conflict with the laws or regulations of Canada or Saskatchewan, such provision shall be superseded by such law or regulation. Unless prohibited from doing so by such law or regulation, or by a ruling of any Court or Board of competent jurisdiction which has declared any provision of this Agreement invalid or inoperable, the Parties 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 17:00.

ARTICLE 25:00 GENDER CLAUSE

25:01 Where the masculine gender is used in this Agreement it shall be considered to include feminine gender.

ARTICLE 26:00 ENABLING AGREEMENT TERMS AND PROCEDURES

26:01 The Local Union may, in order to secure jobs for its members and contracts for Employers who are bound by this Agreement, but are bidding on contracts against contractors who are not parties to this Collective Agreement, amend or delete any of the terms and conditions in this Collective Agreement subject to the terms and conditions of Appendix "C".

ARTICLE 27:00 FAVOURED NATIONS

27:01 No agreement embodying any terms or conditions more favourable to any other Employer than the terms and conditions embodied in this Agreement shall be signed by the Union with any other Employer engaged in construction within the geographical jurisdiction of this Agreement. In the event that any more favourable terms or conditions are extended to any other Employer by the Union or included in any agreement signed by the Union with any other Employer and made operative during the life of this Agreement, then such more favourable terms and conditions shall immediately apply to this Agreement, and be in force and effect as an amendment to this Agreement as though included herein.

27:02 Article 27:01 shall not apply in respect to Enabling Agreement Terms and Procedures, entered into pursuant to Article 26:00.

ARTICLE 28:00 DURATION OF AGREEMENT

28:01 The Agreement shall be effective from May 6, 2015 and shall remain in full force and effect until midnight, April 30, 2021 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.

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 _____, 2020.

SIGNED ON BEHALF OF: THE CONSTRUCTION AND GENERAL WORKERS' LOCAL UNION, #180, REGINA, SASKATCHEWAN

Lori Sali
Business Manager, Local 180

Daryl Duke
Executive Board Member, Local 180

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

Ron Balzer
Trade Division Chair

Warren Douglas
CLR Executive Director

APPENDIX "A"

Overburden Rates

1. Classification and Wage Rates

The Employer and the Union agree that the minimum wages will be paid in accordance with the wage rates set out below.

A. Effective May 6, 2015 to April 24, 2016

Classification	%	Basic Hourly Rate	Stat Hol Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust Fund	Train Fund	Tri-Fund	Total Package
Class 2 Journeyman	100%	████	████	████	████	████	████	████	████
Uncertified		████	████	████	████	████	████	████	████
Apprentice 3 1201 - 2400	85%	████	████	████	████	████	████	████	████
Apprentice 2 301 - 1200	75%	████	████	████	████	████	████	████	████
Apprentice 1 000 - 300	65%	████	████	████	████	████	████	████	████

General Foreman:

- a) A General Foreman will be appointed after sixty (60) Labourers are employed.
- b) General Foreman rate of pay will be ██████████ per hour above the existing Foreman rate.

Foreman:

- a) The Foreman shall receive a rate of ██████████ per hour above the highest classification working under them on his crew.

Foremen certified in the CODC Better SuperVision course, or equivalent, shall be paid ██████████ above the highest classification working under them on his crew.

- b) The Employer shall utilize a labourer Foreman at the Employer's sole discretion. The Foreman will be a working Foreman unless designated otherwise by the Employer.

Class 2 labourer - is a bricklayer helper grade one, formsetter, and concrete labourer grade one.

- Journeyman** - is a labourer who has been certified as a Journeyman Labourer under the Saskatchewan Apprenticeship and Trade Certification Commission or who had been grandfathered under the Construction Craft Labourer Occupation Regulations for the Province of Alberta prior to January 1, 2006.
- Uncertified labourer** - is a labourer who is neither a Journeyman or registered as a Labourer Apprentice under the Saskatchewan Apprenticeship and Trade Certification Commission but has worked more than 3000 verifiable hours as a labourer.

2. Apprentices

Apprentices shall be paid as follows:

Apprentice 3	1201 - 2400 hours	85% of Journeyman rate
Apprentice 2	301 - 1200 hours	75% of Journeyman rate
Apprentice 1	000 - 300 hours	65% of Journeyman rate

In order to advance to level 2 or level 3 the Apprentice, in addition to having worked the required hours, must also have completed the classroom training applicable to the respective level as required by the Saskatchewan Apprenticeship and Trade Certification Commission.

The Employer may employ one (1) Apprentice for each Labourer (Journeyman or uncertified Labourer) employed.

In all cases the ratio of Apprentices to journeymen shall not exceed the ratio established by the Saskatchewan Apprenticeship and Trade Certification Commission. Final Level apprentices shall be excluded from the calculation of journeyman to apprentice ratio.

3. Health & Welfare Trust Fund

Each Employer subject hereto shall contribute the amount established in the wage schedule for each and every hour worked by an Employee covered by this Agreement to the Labourers Health and Welfare Trust Fund of Western Canada. Contributions for the said Fund shall be forwarded to: Funds Administrative Service, 10154-108 Street NW, Edmonton, AB, T5J 1L3.

4. Pension Trust Fund

The Employer shall contribute to the Labourers' Pension Trust Fund of Western Canada the amount established in the wage schedule per hour for each hour worked by each of its Employees covered by this Agreement. Contributions for the said Fund shall be forwarded to: Funds Administrative Service, 10154-108 Street NW, Edmonton, AB, T5J 1L3.

Contributions to the Pension Trust Fund shall not exceed eighteen percent (18%) of an Employee's gross wages.

Special Provision - Funds Administrative Service will, as a requirement of this agreement, transfer the Pension contribution amounts for the first 300 hours of an Apprentice 1's earnings to the Saskatchewan Construction and General Workers Training Trust Fund.

This

provision does not change the remittance procedures relating to Pension or Training Fund contributions for the Employer.

Pension Contributions on behalf of Apprentices shall be as follows:

Apprentice 3	1201 - 2400 hours	100% of Journeyman pension contribution
Apprentice 2	301 - 1200 hours	75% of Journeyman pension contribution
Apprentice 1	000 - 300 hours	65% of Journeyman pension contribution

5. Training Trust Fund

Each Employer subject hereto shall contribute the amount established in the wage schedule for each and every hour worked by an Employee covered by this Agreement to the Saskatchewan Construction and General Workers' Training Trust Fund. Contributions for said Fund shall be forwarded to: Funds Administrative Service, 10154-108 Street NW, Edmonton, AB, T5J 1L3.

The Union agrees, either solely or through the Training Trust Fund, to reimburse all reasonable training connected to the ongoing employment of Local 180 members. Site specific, non-transferrable training will be evaluated on a case-by-case basis.

6. Labourers' Tri-Fund

Each Employer subject hereto shall contribute the amount established in the wage schedule for each and every hour worked by an Employee covered by this Agreement. Contributions to the said Funds shall be forwarded to: Tri-Fund, 1315 North Service Rd. E, Oakville, ON L6H 1A7, no later than the 15th day of the month following.

7. Employee and Family Assistance Plan

The CODC PRO Care Plan is an industry-funded employee and family assistance plan for employees and their eligible family members according to the participation of sponsoring organizations and employers as well as Plan eligibility rules.

Employees must be enrolled in the Plan by their employer to become eligible for Plan benefits, subject to the Plan eligibility rules. An individual employee cannot self-enroll in the Plan.

Remittances and Reports

- i. Employers are required to remit the Contract Administration and Industry Development fees and the monthly CODC Employer Report Form to CODC by the 15th 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 15th of the month following to facilitate the confidential determination of eligibility by the EFAP provider. There are three ways to submit this data:

- entering the data directly on the CODC website at www.codc.ca/procare

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. Hard copies of data will not be accepted.

APPENDIX "B"

Enabling Procedures

1. The term "enabled project" means a project or job covered by the Enabling Clause Information Sheet forming part of this Appendix.
2. An Employer wishing to obtain agreement for an enabled project shall complete the Enabling Clause Information Sheet and forward it to the Local Union.
3. In the event that the Local Union is prepared to amend or delete any of the terms or conditions in this Collective Agreement it shall, under the signature of the Local Union Business Representative or his designate, complete the Enabling Clause Information Sheet by certifying those terms or conditions which are to be amended or deleted and, in the case of an amendment, particulars of the amendment.
4. The Local Union shall, at the time when the Enabling Clause Information Sheet is signed by the Local Union and is returned to the Employer, advise CLR Construction Labour Relations Association of Saskatchewan Inc. that it has agreed to an enabled project. The Local Union agrees, subject to the terms of this Appendix, to offer the same terms and conditions to other Employers bidding on the enabled project.
5. The Employer shall, upon receipt of the Enabling Clause Information Sheet signed by the Local Union, be entitled to bid on the enabled project using the terms contained in the Enabling Clause Information Sheet. Except as specifically modified in the Enabling Clause Information Sheet, the Employer shall be governed by the terms and conditions of this Collective Agreement.
6. The parties specifically acknowledge and agree that the issuance of an Enabling Clause Information Sheet shall be at the sole discretion of the Local Union. The parties further acknowledge and agree as follows:
 - a) the terms and conditions granted in respect to an enabled project apply only to Employers, whether contractors, subcontractors or otherwise, who are parties to this Collective Agreement.
 - b) where an Employer subcontracts work to a party who is not a party to this Collective Agreement, the Enabling Clause Information Sheet signed by the Local Union shall be of no effect and the Employer shall not be entitled to rely upon any of the terms and conditions set out in the Enabling Clause Information Sheet but shall be subject to the terms and conditions of this Collective Agreement.
 - c) where an Employer is, in the opinion of the Local Union, in any way, associated or affiliated with, or the directors, officers or employees of an Employer carry on the same or a similar business through, an entity that is not a party to this Collective Agreement (such an entity being hereafter referred to as a "related organization"), that Employer shall not be eligible to obtain or rely upon an Enabling Clause Information Sheet under this Appendix nor shall such Employer be entitled to any information on the terms of an Enabling Clause Information Sheet issued to any other Employer under this Appendix unless the Employer provides assurances,

satisfactory to the Local Union, that the enabled project will only be bid by it and not by any related organization.

7. The terms of an Enabling Clause Information Sheet shall continue for the duration of the enabled project notwithstanding that this Collective Agreement may expire prior to the completion of the project.
8. The exercise by the Local Union of any discretion under this Appendix shall not be subject to any grievance or arbitration procedure.

APPENDIX B

PRE-ENABLING CLAUSE INFORMATION SHEET

DATE: _____

TO:	_____		
Telephone:	_____	Fax:	_____
FROM:	_____		
Telephone:	_____	Fax:	_____

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

PROJECT: _____

OWNER: _____

LOCATION: _____

VALUE: _____ BID TO: _____

TENDER CLOSING DATE: _____ PEAK MANPOWER: _____

START DATE: _____ COMPLETION DATE: _____

KNOWN BIDDERS:	
UNION	NON-UNION

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

ITEM	DESCRIPTION

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

Business Representative, Local Union

Contractor Representative

APPENDIX C

EMPLOYEE SIGN-ON FORM

Name: _____
(First Name) (Initial) (Last Name)

Street Address: _____

Apt. No.: _____ P.O. Box: _____

City/Town: _____ Province: _____

Postal Code: _____

Home Phone: (____) _____ Other Phone: (____) _____

S.I.N: _____

Hospitalization No.: _____

Net Tax Claim Code: _____

Trade: _____ Classification: _____

EMERGENCY CONTACT INFORMATION:

Name: _____

Address: _____

Home Phone: (____) _____ Other Phone: (____) _____

Employee Signature: _____

Date: _____

APPENDIX D**EMPLOYEE TERMINATION RECORD**

Name: _____ Date: _____

Address: _____

City/Province: _____

Phone: (_____) _____

Project #: _____

Reason for Termination:

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

Other - Explain: _____

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

Other Monies Owing: _____

Supervisor _____ Date _____

Employee _____ Date _____

** Employee's Signature Verifies That Final Hours, etc. Are Correct

** Employee To Be Given A Copy, Supervisor To Retain Original

APPENDIX 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: _____

LAST DAY TO BE WORKED BEFORE TIME OFF: _____

FIRST DAY TO BE WORKED AFTER TIME OFF: _____

REASON FOR ABSENCE: _____

LEAVE APPROVED: _____ YES _____ NO

REASON FOR NON-APPROVAL: _____

SUBSISTENCE APPROVED: _____ YES _____ NO

REASON FOR APPROVAL: _____

EMPLOYEE SIGNATURE _____

FOREMAN SIGNATURE _____

SUPERVISOR SIGNATURE _____

NOTE:

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

**LETTER OF UNDERSTANDING
FOR INDUSTRIAL CONSTRUCTION IN THE
PROVINCE OF SASKATCHEWAN**

BETWEEN

**EACH OF THE UNIONIZED EMPLOYERS IN THE LABOURER TRADE DIVISION OF THE
CONSTRUCTION INDUSTRY (FOR OVERBUREN/SITE PREPARATION) ON WHOSE
BEHALF THE CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF
SASKATCHEWAN INC., AS THE REPRESENTATIVE EMPLOYERS' ORGANIZATION,
HAS ENTERED INTO THIS AGREEMENT;**

(Hereinafter referred to as the "Employer")

- AND -

THE CONSTRUCTION AND GENERAL WORKERS' LOCAL UNION #180

(Hereinafter referred to as the "Union")

Re: Alternative Grievance Resolution

Whereas the parties are signatory to a collective agreement in effect until *expiry date* ("Collective Agreement") which provides for a Grievance Procedure and Arbitration in Article 17:00; 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 _____, 2020.

For the Union

For the Employer

