

PROVINCIAL INSULATORS' AGREEMENT

(For Industrial Construction)

THIS AGREEMENT ENTERED INTO BETWEEN:

EACH OF THE UNIONIZED EMPLOYERS IN THE INSULATORS TRADE DIVISION OF THE CONSTRUCTION INDUSTRY (FOR INDUSTRIAL CONSTRUCTION) 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 INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS
AND ASBESTOS WORKERS LOCAL 119**

(Hereinafter Referred to as the "UNION")

**Effective June 28, 2015
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 a Member of the Union
EMPLOYER	-	means the Companies subject to this Agreement and shall include any Officer, Agent, Superintendent, or other representative acting in confidential capacity for or on behalf of an Employer.
EQUIVALENT	-	where the term equivalent is used throughout this agreement, the Parties shall, by mutual agreement, determine any question regarding equivalency.
GENDER	-	any references to the masculine gender within this Agreement shall be deemed to apply equally to the feminine gender.
INDUSTRIAL CONSTRUCTION	-	means the construction of industrial process plants, hydro or thermal power plants, toxic waste disposal systems, stripping of overburden, erection of steel or precast bridges and all work related thereto.
HOTEL RECEIPT	-	for the purpose of reimbursement for subsistence allowance as provided in Article 19:03 (c), shall mean an Employee's paid original hotel receipt (not a photocopy)
KM	-	means kilometre by road (not radius).
LOCAL RESIDENT	-	a local resident is a local member who has resided within eighty (80) kilometres of a project, but outside the cities of Regina and Saskatoon, for at least six (6) months immediately preceding the date of hire.
LOCAL UNION OR UNION	-	means the International Association or Heat & Frost Insulators and Asbestos Workers, Local 119
QUALIFIED	-	shall mean to also include certification in the CODC Interactive "Rights and Responsibilities" course and the SCOT course or equivalent.

RESIDENCE - is the place where an Employee permanently maintains a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which he resides.

Original Documents (not photocopies) are required for proof of residence. These will be verified by the employer, copied and returned. Two (2) of the following are acceptable:

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

SUB-CONTRACTOR - means a person or contractor who performs work at the jobsite that, if done by the Employer would have come under the terms of the Agreement.

TEMPORARY DOMICILE - means reasonable accommodations which includes access to meals before and after work and a clean room with a bed and a bathroom.

TRADE AUTONOMY - means the application of pipe and boiler coverings, insulation of hot and cold surfaces, ducts, tank vessels, etc.; this to include alterations and repairing of work similar to the above and the use of all materials for the purpose mentioned.

This is to include any labour connected with the handling and distribution of insulating materials on job sites as well as the cleanup of insulating materials on job sites. Also included is the on-site fabrication and installation of metal or P.V.C. jacketing, as well as the handling, installation, fabrication, assembling, molding, spraying, pouring, mixing of any fire stopping materials used to prevent the spread of fire, smoke, or other harmful gases on the job premises. This will include, but not limited to, all wall and floor penetrations of electrical cables, piping and ventilation ducting or any other penetrations not specifically listed herein.

ARTICLE 1:00 PURPOSE AND SCOPE

- 1:01 Whereas it is the intent and purpose of the Parties hereto to promote and improve the industrial and economic relations between the Employer and Employees and the Union, in order to allow the trade to insure a standard of efficiency for the protection of the public, and for the persons employed and engaged in such business, by the establishing and maintaining of fair conditions and settling differences that may arise between the members of the respective organizations, Parties to this Agreement and to maintain industrial peace through collective bargaining between the Parties hereto, with the geographical jurisdiction herein defined of Local Union 119.
- 1:02 This Agreement includes provisions to pay reasonable expenses on behalf of the Employees. The payment of reasonable expenses is not intended to provide supplementary income. The Employer may require each Employee who receives an expense reimbursement or allowance to sign a Canada Customs and Revenue Agency TD4E (13) Declaration of Exemption form, or its equivalent, declaring that they qualify for and have incurred expenses in the amount of the reimbursement or allowance.
- 1:03 The jurisdiction of this Agreement shall be the Province of Saskatchewan.

ARTICLE 2:00 MASTER FORMAT

- 2:01 The terms and conditions of this Master Format apply to all appendices, except as otherwise amended by an appendix.

2:02 Special Projects

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. Reasonable notice should be given when proposing to amend the provisions of this Agreement. The provisions must be mutually agreed upon by the parties hereto.

- 2:03 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 regulations, or by a ruling of any Court or Board of competent jurisdiction which has declared any provision of this Agreement invalid or inoperable, the Association and the Union, within fifteen (15) days' notice of either upon the other, shall 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 seven (7) days of commencement of negotiations, or such longer period as may be mutually agreed between the parties, the matter shall be resolved in accordance with Article 9:00.

ARTICLE 3:00 UNION RECOGNITION

3:01 The Employer recognizes the Union as the sole collective bargaining agent for all Employees falling within the jurisdiction of the Union.

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

4:01 Union Security

Every Employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new Employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his employment, apply for and maintain his membership in the Union, and maintain his membership as a condition of his employment, provided that any Employee in an appropriate bargaining unit who is not required to maintain his membership or apply and maintain his membership in the Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by members of the Union.

4:02 Upon the written request of any Employee within the scope of this Agreement or upon written request of the Union, the Employer agrees to deduct from the wages due to any such Employee, the Union dues, and submit all monies so deducted, along with a list of names and hours worked from each Employee who such deductions have been made, to the Union **on or before the fifteenth (15th) day of each and every month.**

4:03 Hiring

The Employer, when requiring men, will submit electronically a completed "Manpower Request Form", included as Appendix "E" to this Agreement, to the Union. Upon request the Union will keep the Employer advised of the status of the manpower request. Should the Union be unable to supply qualified workmen within two (2) working days, then the Employer may hire from any available source. Emergency situations will be dealt with on a case by case basis. The Employer agrees to notify the Union prior to the applicant commencing work. All applicants are required to have a Work Referral Slip, issued through the Union, in their possession on all projects.

It is agreed that members of the Union shall not refuse to work on the grounds that the Employer has hired an Employee who is not a member of the Local Union, provided that the provisions above have been met by the Employer.

In circumstances where a project requires specific certified training such as First Aid with CPR, Leadership for Safety Excellence (or equivalent) or H₂S ALIVE, the Union will endeavour to supply members who are certified in such training.

The Union agrees that it will keep a permanent office or telephone service in the City of Regina where a Business Agent or other authorized person can be communicated with between the hours of 9:00 a.m. and 4:00 p.m. on each normal working day. The Employer agrees to contact the Union Office when additional Employees are required.

On each project the Employees will be hired in the following sequence:

- Step 1 The Employer shall be allowed to choose and “name hire” the first two Employees.
- Step 2 The Union shall supply the next two Employees from the top of the Union unemployed list.
- Step 3 The Employer shall choose and “name hire” the next Employee.
- Step 4 The Union shall supply the next three Employees from the top of the Union unemployed list.

Steps 3 and 4 to be repeated for additional Employees required.

The Union shall make the out-of-work list available to Foremen.

With prior notification followed by written confirmation by registered mail, the Union shall not supply or permit its members to work directly or indirectly for any corporation or firm, who has called for tenders from one or more insulation contractors and then proceeds to do the work themselves.

The Employees who are working, or are offered the number of hours of employment provided by this Agreement by the Contractor, shall not engage in their trade, or other work, for payment on other projects after hours excepting on their own premises. In emergency situations this may be waived only with the approval of the Union and the current Employer.

4:04 Transfers

The Employer has the right to transfer workers subject to the below. The Employee has the right to accept or decline the move for his/her own reasons. The Employee will not be disciplined or discriminated against by either party for exercising his/her right to accept or decline a transfer. Transfers shall not constitute name hires nor will a new Manpower Request be required.

- a) The Employer has the right to move workers around a job site under multiple collective and/or project agreements.
- b) The Employer shall have the right to transfer up to two (2) employees (members of the Union), not including foremen, to other job sites or projects within the Province. There shall be no restriction on the number of employees transferred from a project.
- c) The Employer has the right to transfer all foremen and general foremen from one project to another and from one collective or project agreement to another.

d) The Union shall be notified with as much notice as practical prior to the transfer(s) occurring.

4:05 Job Access

An authorized representative of the Union shall retain the privilege of access to Employees of the Employer, provided that prior consent is obtained from the Employer and the Prime Contractor when necessary, and that the work of the Employees is not interfered with.

4:06 Stewards

The Business Manager of the Union will notify the Employer of the appointment of a Job Steward. Each Steward at the time of his appointment shall be a qualified tradesman and member in good standing of the Union, and shall be one of the last men on the job.

The Employer shall recognize that the Steward is acting for the men as a whole and he shall not be discriminated against for expressing the wishes of the workmen, provided he does not violate his obligations to his Employer. The Steward shall have reasonable time to take care of all his duties and shall receive his fair share of overtime.

Job Stewards shall be in attendance where practical when an Employee is terminated or when any disciplinary action takes place.

4:07 Employee Sign-on Form

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

A copy of this form shall be forwarded to the Union subject to provisions of current legislation.

4:08 Employee Termination Record

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

In the case where the Employee's termination is for dismissal or quit, upon a specific request the Employer shall electronically send a copy of the completed form to the Local Union office.

4:09 Employees who voluntarily terminate their employment with an employer on a project site will not be eligible for hire by another employer (on the same site) for a period of fourteen (14) days, unless the reasons for self-termination are satisfactory to the first employer and the union.

4:10 Work referral slips will not knowingly be issued by the Union to members who are inactive while on the EFAP Alcohol & Drug program nor will these members be knowingly

dispatched to a contractor and or job site by the union, nor will they knowingly be hired or employed by the Employer.

ARTICLE 5:00 TERMINATION OF EMPLOYMENT

5:01 When an Employee is laid off or quits work, one (1) hours' notice shall be given by the Employer or Employee as the case may be, and during which the Employee shall continue working. In the absence of such notice by either Party, one (1) hour's pay is to be paid or forfeited as the case may be. After three (3) continuous months of employment refer to Section 2-60 of the Saskatchewan Employment Act.

An Employee's service for purposes of the above shall be based on the Employee's latest date of dispatch.

5:02 When it becomes necessary to reduce the workforce on the job, the Employer agrees to lay off Employees in accordance with the following provisions:

1. All specified ratios for being hired shall be maintained throughout the duration of that job.
2. Should jobsite requirements warrant Employees having site specific qualifications and/or training to remain on the job, the Union and the Employer will make provisions to allow for that Employee to be exempt from the layoff procedure.
3. In all instances Local 119 members will have the first opportunity to receive such required training at no additional cost to the Employer.

Layoff Sequence:

1. Potential member (permit worker)
2. Travel card members from sister local Unions
3. Local 119 members

The Job Steward shall be given adequate notice in order to review the names of the Employees who are being terminated or laid off.

ARTICLE 6:00 MANAGEMENT RIGHTS

6:01 The Union agrees that it is 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 men 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, layoff, or otherwise discipline Employees, provided that a claim by an Employee that 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 procedure to be observed by the Employees, violations of which will be cause for discipline and may include discharge.

ARTICLE 7:00 JOINT LABOUR MANAGEMENT COMMITTEE

7:01 There shall be established during the life of this Agreement A JOINT LABOUR MANAGEMENT COMMITTEE composed of two (2) members representing the Employers and two (2) members representing the Employees. The Committee will generally administer the terms of the Agreement and shall deal with such other matters referred to it by either party.

7:02 Any dispute involving the interpretation, application, operation or alleged violation of this Agreement may be reduced to writing and submitted by either party to the Joint Labour Management Committee and if no resolution is reached within 10 days, may be submitted under the provisions of Article 9:00.

ARTICLE 8:00 NO STRIKE / NO LOCKOUT

8:01 The Employer agrees that it will not cause or direct any lock-out of Employees.

8:02 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 9:00 GRIEVANCE PROCEDURE AND ARBITRATION

9:01 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.

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

9:02 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 I: The aggrieved party shall discuss his complaint with his Steward and the Foreman or immediate Supervisor, who shall endeavour to settle this complaint.

Step II: If the complaint is not settled within three (3) working days excluding Saturday, Sunday and recognized holidays, from the date there is evidence of a grievance having occurred, it shall be reduced to writing and referred to the Local Union's Business Representative and the Employer's Labour Relations Representative on site.

Step III: If the grievance is not settled within thirteen (13) working days, excluding Saturday, Sunday and recognized holidays, from the date of the occurrence giving rise to the grievance, either party may request that the grievance be referred to the Local Union's Business Manager and the Contractor's Head Office Labour Relations Officer. If the grievance is not settled within twenty three (23) working days excluding Saturday, Sunday and recognized holidays, from the date there is evidence of a grievance having occurred, the grievance shall proceed to Arbitration at the request of either party.

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

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

Grievance by the Employer or the Union

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

Arbitration

Step VII: 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 VIII: 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 III.

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

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

ARTICLE 10:00 JURISDICTIONAL DISPUTES RESOLUTION

10:01 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 11:00 PRE-JOB AND MARK-UP CONFERENCES, JURISDICTION AND ASSIGNMENT OF WORK (Industrial Only)

11:01 The Employer will hold a pre-job conference and equipment mark-up attended by all interested Unions and will provide an overall description of the project, projected manpower requirements by craft, general information pertaining to hiring and recruiting procedures, transportation, on site work rules, safety and security regulations, safety meetings and any other pertinent information. The Employer will inform the Unions as to the projected scope of the contract, information pertaining to the Employer's intended supervisory staff and other relevant information including intended work assignments. Notification of the pre-job conference and hard copy documents to be presented shall be given to the Saskatchewan Provincial Building & Construction Trades Council and the office of the President of the Building Trades Department AFL-CIO with a minimum of fifteen (15) calendar days prior to the date set for the conference. The pre-job and equipment mark-up in all cases shall be held at least ten (10) calendar days before the work commences. The time limits set forth herein may be varied to suit unusual circumstances after consultation between the Employer and the Building Trades Council.

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

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

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

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

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

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

ARTICLE 12:00 HOURS OF WORK, OVERTIME, SHOW UP TIME, CALL OUTS, SHIFTS, REST BREAKS

12:01 Hours of Work

The following sections in this Article are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

Forty (40) hours shall constitute a regular work week.

At the time of initial dispatch the Employer shall specify the regular work week schedule for the project. Thereafter, prior to changing the regular work week schedule, mutual agreement in writing must be obtained between the Local union and the Employer.

The hours of work indicate the times at which work is to start and stop. Employees must be at their designated area at the regular starting time and shall remain on the job site until the regular quitting time. The designated area shall be determined by the Employer in consultation with the Business Manager or Steward.

By mutual agreement in writing between the Union and the Employer, the following starting and quitting times may be changed to suit job requirements or conditions. In the event the following starting and quitting times are changed without mutual agreement, applicable overtime rates shall be paid for any time worked before or after the above hours as a result of the change of the times.

a) Five Day Work Week Schedule

The normal hours of work shall be eight (8) hours per day, however the starting and quitting time may be adjusted between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday inclusive, with one-half (1/2) hour in each work day allowed as an unpaid meal break. The one-half (1/2) hour lunch break shall be taken within one half hour of mid shift. Any deviation on large industrial sites shall be agreed to at the pre-job conference.

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. The normal hours of work shall be between the hours of 6:30 am and 6:30 pm with one-half ($\frac{1}{2}$) hour for lunch. The one-half ($\frac{1}{2}$) hour lunch break shall be taken within one half hour of mid shift.
- ii. Prior to implementation mutual agreement in writing between the Local Union and the Employer must be obtained setting out that the hours of work per week and per day is to be altered to ten (10) hours per day Monday to Thursday. After having obtained mutual agreement in writing, notice of change to the established work week shall be given to each Employee by the Employer no later than quitting time on the last regular work day of the preceding week and the change shall take place at starting time on Monday of the following week.

12:02 Overtime

The Employer may require Employees to perform overtime work in excess of the regular hours. The Employer shall notify the Employee by noon of the day the overtime is required, whenever possible.

Overtime during the regular work week shall be paid only after eight (8) hours in a day on a five (5) day work schedule, or after ten (10) hours in a day in the case of a four (4) day work schedule. Unscheduled overtime following directly after the shift shall be paid at overtime rates.

When an Employee works more than ten (10) hours in a shift, a free meal (hot when possible) and beverage will be provided. The meal will be provided after ten (10) hours and at each four (4) hour interval thereafter. The Employee shall be allowed a twenty (20) minute paid meal break and shall be compensated at the applicable rate of pay.

In the event that the Employer is unable to supply a meal, the Employee shall receive a meal allowance of twenty five dollars (\$25.00).

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

a) Five Day Work Week Schedule

When working under the five (5) day work week schedule, Employees shall receive one and one-half (1.5x) times their regular rate of pay for the first two (2) hours of overtime Monday through Friday. All other overtime Monday through Friday shall be paid at double time (2x).

b) Four Day Work Week Schedule

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

- ii. Hours worked on Fridays (other than as a make-up day) shall be paid at one and one-half (1.5x) times the Employees' regular rate of pay for the first ten (10) hours. All other hours worked on Fridays shall be paid at double time (2x). Time worked on Fridays shall be on a voluntary basis and each Employee has the right to refuse such work. The Employer must advise each Employee in advance the minimum number of hours to be worked or paid for on Fridays.
- 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 a maximum of forty (40) hours per week after which the double time (2x) rates shall apply. In no case shall the time scheduled on a make-up day be less than eight (8) hours. Time worked on make-up days shall be on a voluntary basis and each Employee has the right to refuse such work.

c) Saturdays, Sundays and Holidays

All hours worked on Saturdays, Sundays and recognized holidays shall be paid at double time (2x).

12:03 Show Up Time

- a) When an Employee reports for work but is not placed to work or is unable to continue to work because of inclement weather or any other reason beyond the control of the Employer, the following shall apply:
 - i. If an Employee is not placed to work, he shall receive a minimum of two (2) hours pay at the applicable rate of pay or the actual waiting time if greater. When an Employee is placed to work, he will be paid a minimum of four (4) hours pay.
- b) The decision and instructions to start or cease waiting or working shall be made by the Employer, in consultation with the Steward. Any Employee failing to comply with such decision or instruction shall not be entitled to the foregoing minimum.
- c) Should an Employee be unable to work for the reasons stated in this Clause, the Employee will receive board allowance for the day if board allowance is applicable.

12:04 Call Outs

- a) Employees who have performed a regular shift and who respond to a request to return to work additional time shall be compensated as follows:
 - i. Employees shall receive a minimum of two (2) hours pay at the applicable overtime rate or for actual hours worked whichever is greater.

12:05 **Shifts**

- a) Shifts other than regular hours may be worked provided the shift lasts more than two (2) consecutive days. Shifts other than day shift may commence anytime between the hours of 12:00 noon and 4:00 a.m.

No Employee shall work more than one straight time shift in each consecutive twenty-four hour period. An Employee shall continue to receive the overtime rate after each shift until a break of eight (8) consecutive hours occurs.

Any shift other than a day shift shall be classed as a second or third shift. A premium of three dollars (\$3.00) shall be paid effective January 23, 2011 for each hour worked on the second and third shifts.

- b) Employees assigned from one shift to another shall receive at least twenty four (24) hours' notice prior to such reassignment. In no case shall an Employee suffer loss of regular weekly earnings due to shift change.

12:06 **Rest Breaks**

All Employees covered by this Agreement shall be permitted rest breaks during working hours as follows:

- a) Ten minutes in first half shift.
- b) Ten minutes in second half shift.
- c) Ten minutes at the commencement of overtime provided that the overtime work is expected to extend beyond one (1) hours duration.
- d) Ten minutes between meals thereafter.

ARTICLE 13:00 RECOGNIZED HOLIDAYS AND VACATION

13:01

- 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	

- 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 or Sunday, the following Monday and Tuesday shall be taken off as alternate days.

- c) When working a four day work week, any recognized holiday falling on a Friday shall be observed on the preceding Thursday.

Recognized holiday pay shall accrue at four and one-half percent (4.5%) of straight time earnings, and shall be paid weekly.

13:02 Vacation Pay

Annual vacation pay shall accrue at the rate of six percent (6%) calculated on gross earnings and shall be paid weekly.

ARTICLE 14:00 WAGE SCALES, PAYMENT OF WAGES, FRINGE BENEFITS

14:01 Wage Scales

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

14:02 Payment of Wages

a) Pay Days and Pay Periods

Pay day shall be once a week and Employees shall be paid on company time prior to quitting time on the designated pay day at the job site (unless paid by electronic direct deposit), and not more than one week shall be held back. 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.

b) Method

Wages shall be paid by cash or cheque, or electronic direct deposit into the Employee's bank account of choice, at no cost to the Employee. The method of payment shall be as determined by the Employer. A printed confirmation of earnings and deductions shall be included with cash pay or cheque, or for electronic direct deposits delivered to the jobsite or mailed to the Employee's address on record.

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 mailed to the Employee's last known address no later than the next regular pay day, or at the election of the Employee made available for pick up no later than the next regular pay day.

Records of Employment ("ROE") for Employment Insurance purposes may, at the sole discretion of the Employer, be submitted electronically or by paper forms to Service 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 an Employee.

d) Penalty

If an Employer fails to provide payment as stated in Article 14:02 (c), the Employer shall pay the Employee for waiting time in the amount of four (4) hours per day at his regular rate of pay each regular working day delayed, unless the reason for the delay is reasonably demonstrated to the Union to be beyond the Employer's control.

14:03 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 appendices for each hour worked by the Employee.

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.

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.

a) Health and Welfare Trust Fund

The Employer will contribute to the "Asbestos Workers Health and Welfare Trust Fund", to be established by a Joint Board of Trustees in accordance with the attached Appendix A and forming part of this Agreement.

The Parties to this Agreement shall appoint two (2) representatives each to represent the Union and the Employers on the Joint Board of Trustees referred to above. The Joint Trustees shall have complete responsibility for the selection, implementation and administration of the "Asbestos Health and Welfare Trust Fund". The four (4) Joint Trustees, representing their respective sides, shall vote on any decision affecting the Plan.

b) Pension Trust Fund

The Employer will contribute to the Insulators Pension Trust Fund to be established by a Joint Board of Trustees in accordance with the attached Appendix A and forming part of this Agreement.

Each Journeyman Mechanic shall contribute to the Insulators Pension Trust Fund an amount in accordance with the attached Appendix A and forming part of this Agreement. The contribution for each Journeyman Mechanic shall be deducted from the Employee's wages by the Employer and paid to the Trust Fund. The Parties to this Agreement shall appoint two (2) representatives each to represent the Union and the Employers on the Joint Board of Trustees referred to above. The Joint Trustees shall have complete responsibility for the selection, implementation and administration of the Insulators Pension Trust Fund. The four (4) Joint Trustees, representing their respective sides, shall vote on any decision affecting the Plan.

c) Education Trust Fund

The Employer will contribute to the Asbestos Workers Education Trust Fund in accordance with the attached Appendix A and forming part of this Agreement.

d) 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: 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.

e) Labour Management Cooperative Trust

Commencing January 23, 2011 and for the duration of this Agreement, the Employer agrees to contribute to the Heat and Frost Insulators and Asbestos Workers Labour-Management Cooperative Trust ("LMCT") for each Employee in accordance with the attached Appendix A and forming part of this Agreement. The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the LMCT.

14:04 Deductions and contributions as defined in the Appendices shall be submitted not later than the 15th day of the month following the month in which they were earned. Such payments shall be deposited in accordance with the designated place appearing on the Employer Report form provided.

ARTICLE 15:00 GENERAL WORKING CONDITIONS

15:01 The Employer shall supply clean coveralls for all Employees in the insulation trade. Alternatively, the Employer may pay a coverall allowance to the Employee in the amount of five (5) cents per hour worked. The Employer shall supply rubber or polythene gloves if working with foam-glass and mastics and to supply hand cleaner and brushes when the Employees are working with all types of mastics.

The Employer agrees to supply major cutting tools. When the Employer supplies staple guns and banding tools, the Employer shall be entitled to require the Employees receiving such items to sign for same provided they are marked for identification, together with any acknowledgement of the price thereof of which the Employee shall be required to pay to the Employer. The Employer shall be entitled to deduct the price thereof from the Employee's wages if the same is not returned.

15:02 It shall be the responsibility of the Employer to supply a heated lunch room, separate change room and clean restroom on jobsites subject to prevailing conditions and joint responsibility.

ARTICLE 16:00 TOOLS AND EQUIPMENT

16:01 The Employer shall make available, when required by the Employees in the course of their employment, the tools and equipment generally considered the responsibility of the Employer. The Employer's tools shall not be subjected to negligent care or abuse, and any breakage or loss of any such tools shall immediately be reported by the Employee to his superior. The Employer shall provide locked facilities for the storage of Employees' tools. The Employer agrees to replace tools damaged through the fabrication and installation of stainless steel cladding.

16:02 Each workman shall possess and keep with him on the job at all times adequate tools. The Employer also agrees to supply major cutting tools, overalls, gloves and hand cleaner when necessary. It shall be the responsibility of each Employee to provide and maintain in good condition the following list of tools:

	<u>3rd & 4th Year</u>	<u>2nd Year</u>	<u>1st Year</u>
1 knife	x	x	x
1 Pointer Trowel, 5" or 6"	x	x	x
1 Flat Trowel, 4 ½" x 11"	x		
1 Pruning Saw	x	x	x
1 Keyhole Saw	x	x	
1 8 ft. Tape	x	x	x

	<u>3rd & 4th Year</u>	<u>2nd Year</u>	<u>1st Year</u>
1 8" Scissors	x	x	x
1 12" Tinsnips	x		
2 Metalmasters (M1, M2)	x		
1 Pair 7" or 8" Nippers	x	x	x
1 Chicken Wire Hook	x		
1 4" Paste Brush	x	x	x
Springs or Rubber Bands	x		
1 Scratch Awl	x		
1 Set of Dividers	x		
1 Screwdriver Set	x		
1 Leather or Canvas Tool Pouch or Carryall	x	x	x
1 Tool Box	x	x	
1 6" "C" Clamp	x		
1 Sheetmetal Hammer	x		
1 Banana Knife/Utility Knife	x		

ARTICLE 17:00 SAFETY AND PRODUCTIVITY

17:01 Safety

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

17:02 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.M.I.S.

The Union will provide the training to ensure current Members of Local 119 have current certification in three (3) courses from the following list. Apprentices who do not complete three (3) courses shall not be awarded Journeyman wages. New Members shall be allowed two years from date of hire to complete three (3) courses.

Courses - Fall Arrest, Asbestos Safety & Awareness, First Aid/CPR, H2S Alive, Rigging & Safety, Confined Space Entry, Aerial Work Platforms, CODC Better SuperVision, Leadership for Safety Excellence, Steward Training or other Courses appropriate to the trade as agreed by the Local 119 Training Committee.

Documentation of any previous training shall be provided by the Employee to the Union and the Employer.

- 17:03 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 and shall not be deemed to be breach of this Agreement.

Furthermore, no part of this Agreement shall be interpreted so as to conflict with the Employer's or Employee's rights and responsibilities under the Occupational Health and Safety Act and the Occupational Health and Safety Regulations.

The Employer, as a matter of policy, will conduct regular safety meetings.

- 17:04 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 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.

17:05 **Alcohol & Drug Policy & Procedures**

The CODC Alcohol & Drug Policy and Procedures will apply on all work sites.

17:06 **Safety Orientation**

All employees shall be certified in Safety Orientation. Safety Orientation shall consist of three parts: PART 1 - the CODC Interactive Rights and Responsibilities course; PART 2 - the SCOT course or equivalent, and PART 3 - Employer or Owner Project Specific Training.

It is the responsibility of each Employee to hold current certification and maintain certification in Part 1 and Part 2. Employees requiring recertification in Part 1 and Part 2 shall be allowed a two (2) week grace period in which to recertify. Employee must produce a copy of this certification on initial hire, as well as certification of any other training that they have completed.

The Employer or Owner shall provide to each Employee before commencing work with PART 3 - Employer or Owner Project Specific Training. Each Employee shall be on the payroll and paid while receiving PART 3 training.

The CODC Harassment Policy and Procedures, including the provisions regarding General Harassment and as amended from time to time shall be the minimum standard of this Agreement.

17:07 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.

17:08 It is agreed that productivity and quality of work is one of the objectives of the Parties to this Agreement.

ARTICLE 18:00 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 (13) Declaration of Exemption form, or the 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 become effective on same date as the next wage adjustments.

18:01 Local Residents

Local residents shall not be entitled to initial, terminal or rotational transportation. Local residents living beyond the thirty (30) road kilometers Free Zone of the project shall be paid fifty-five cents (\$0.55) per kilometer, effective June 28, 2015, from their residence to the edge of the Free Zone and return for every day the Employee works or reports to work. If called to return to work during the same twenty four (24) hours, shall receive same payment as above.

18:02 Free Zone

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

18:03 Daily Transportation

When an Employee is required to supply his/her own transportation beyond the City Limits of Regina or Saskatoon, each Employee shall be paid a transportation expense of fifty-five cents (\$0.55) per road kilometre effective June 28, 2015. 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.

18:04 Daily Transportation with Board and Room or Subsistence

On projects where board and room or subsistence allowance applies and the temporary domicile is beyond thirty (30) road kilometres Free Zone around the project, the Employer

shall provide transportation or each Employee shall be paid fifty-five cents (\$0.55) per road kilometre, effective June 28, 2015 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.

18:05 Initial and Terminal Transportation

On projects where accommodation is supplied or paid for, each Employee shall be paid a transportation expense of fifty-five cents (\$0.55) per road kilometre, effective June 28, 2015 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. In any event, an Employee who quits his/her employment shall not be paid terminal transportation expense. The thirty (30) road kilometre Free Zone does not apply to initial and terminal transportation.

18:06 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 rate of fifty-five cents (\$0.55) cents per road kilometre, effective June 28, 2015, 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. An Employee will be entitled to round trip transportation expenses for isolated projects every twenty five (25) days.

18:07 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.

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

18:08 **Air Transportation**
Initial, Terminal and Rotational Transportation

Notwithstanding any other provision of this Agreement, when the Employer supplies air transportation to remote Northern projects, the parties will establish a mutual agreement for the transportation terms and conditions for that project.

**ARTICLE 19:00 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 transportation allowance to sign a Canadian Customs and Revenue Agency TD4E (13) 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.

19:01 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.

19:02 **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 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.

19:03 **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 (4) days shall be paid five (5) days subsistence allowance. 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) day 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.
- c) If the Employee travels more than two hundred (200) road kilometres from Saskatoon or Regina, on the day prior to start of work, the subsistence allowance, at the applicable rate, will be paid for the initial day of travel provided the Employee provides a paid hotel receipt as defined in the DEFINITIONS section of this Agreement. Only one receipt per room will be accepted for reimbursement.
- d) **Living Allowance Subsidy**

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

19:04 Subsistence Allowance

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

Effective June 28, 2015	-	one hundred and thirty-five dollars (\$135)
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- b) An Employee shall forfeit subsistence allowance for absenteeism or leaving work without permission on any working day. When the Employee is absent or leaves work without permission on the working day immediately preceding or following bad weather days or recognized holidays, he shall forfeit subsistence allowance for such absenteeism or leaving work without permission and for the bad weather days or recognized holidays.

The above forfeiture of subsistence allowance shall be waived when the Employee's absenteeism on any working day or on Thursday, Friday and/or Monday, as outlined herein, 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 "B" to this agreement. Upon a specific request by the Union, the Employer shall forward a copy of an employee's Leave of Absence form.

- c) In extraordinary circumstances the Employer may provide an advance of subsistence allowance to an Employee on the basis of the following:
 - i. An advance is available to a new hire and only upon request.
 - ii. The advance may be available after the initial three (3) days of employment and shall be limited to three (3) days subsistence allowance.

iii. The value of the advance shall be deducted from the Employee's first pay.

19:05 The Parties recognize and adopt the industry-wide subsistence review process as developed between the SPB & CTC and the CLR.

ARTICLE 20:00 BUILDING TRADES PER CAPITA DEDUCTION

20:01 The Employer agrees to deduct from each Employee covered by the terms of this Agreement, five cents (\$0.05) per hour for each hour worked by the Employee. Such deduction(s) to be remitted not later than the fifteenth (15th) day of the following month and made payable to the International Association of Heat & Frost Insulators and Asbestos Workers Local 119. The Local Union shall forward said monies to the Saskatchewan Provincial Building and Construction Trades Council (SPB & CTC) at 1111 Osler Street, Regina, Saskatchewan, S4R 8R4. The Local Union is to receive a list showing the amounts and a list of names from whom such deductions were made.

ARTICLE 21:00 CONTRACT ADMINISTRATION AND INDUSTRY DEVELOPMENT FEES

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

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

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

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

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

21:03 Each Employer shall remit the total contributions in this Article no later than the fifteenth (15th) day of the month following, together with the Report Form provided for this purpose

to CODC Construction Opportunities Development Council Inc., P.O. Box 4019, Regina, SK, S4P 3R9.

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

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

21:06 Saskatchewan Insulation Contractors' Association Fund

In the further interest of enhancing the welfare of all persons dependent upon the Insulation Industry, Employers subject to this Agreement shall pay ten cents (\$0.10) per hour for all hours worked by Employees engaged in the Insulation Trade into an Industry Fund administered by the Saskatchewan Insulation Contractors Association not later than the 15th day of the following month.

ARTICLE 22:00 FAVOURED NATIONS

22:01 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.

ARTICLE 23:00 ENABLING AGREEMENT TERMS AND PROCEDURES

23:01 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 "B".

ARTICLE 24:00 DURATION OF AGREEMENT

24:01 This Agreement shall be effective from June 28, 2015 and shall remain in full force and effect until midnight, April 30, 2017 and thereafter from year to year provided that at any time not more than one hundred and twenty (120) days and not less than sixty (60) days before the expiry date or any extended term thereof, either Party may give to the other Party written notice to negotiate a revision of the Agreement and should such notice be given, the Parties shall, in accordance with the Saskatchewan Trade Union Act, bargain collectively with a view to renewal or revision of this Agreement or the conclusion of a new Agreement.

EACH OF THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT AND CAUSED IT TO BE SIGNED BY ITS DULY AUTHORIZED REPRESENTATIVE(S) THIS 29th day of June., 2015.

SIGNED ON BEHALF OF: THE INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS AND ASBESTOS WORKERS, LOCAL 119



Brad Vandale
President



Chuck Rudder
Business Manager

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



Shaun Eckert
Trade Division Chairperson



Warren Douglas
CLR Executive Director

APPENDIX "A"

Industrial

1. Union Recognition

The Employer recognizes the International Association of Heat and Frost Insulators and Asbestos Workers Local 119, Saskatchewan as the sole and exclusive bargaining agent for all employees as outlined in the applicable trade appendix listed hereunder.

2. Classification and Wage Rates

	Jun 28/15	Apr 24/16
Journeyman Mechanic	38.60	39.80
Statutory Holiday Pay 4.5%	1.74	1.79
Vacation Pay 6%	2.42	2.50
Health and Welfare Trust Fund - ER *	1.26	1.30
Health and Welfare Trust Fund - EE *	0.64	0.64
Education Trust Fund	1.03	1.03
Pension Trust Fund	7.35	7.55
Total Package	\$52.40	\$53.97

Foreman: 110% of Journeyman Mechanics Rate
General Foreman 120% of Journeyman Mechanics Rate

Foremen and General Foreman who have completed taking the CODC Better SuperVision Course or equivalent:

Foreman: 112% of Journeyman Mechanics Rate
General Foreman 125% of Journeyman Mechanics Rate

Preference will be given in appointing Foremen and General Foremen who have completed the CODC Better SuperVision Course or equivalent.

* **Note:** ER - Employer Contribution
EE - Employee Contribution - not part of the total package calculations.

** **Note:** In lieu of supplying coveralls the Employer may pay a coverall allowance to the Employee in the amount of five (\$0.05) cents per hour worked.

Foremen:

A Foreman shall be a Journeyman Mechanic appointed by the Employer.

A General Foreman shall be a Journeyman Mechanic appointed by the Employer.

On all projects:

Where three (3) or more Insulators are employed, one (1) shall be selected by the Employer to act as Foreman.

At no time shall a Foreman supervise more than fifteen (15) Employees.

The Contractor and Local 119 will meet and agree on a mutually acceptable ration of foremen and general foremen for a project.

3. Apprentices and Improvers

Recognized Improvers shall be paid as follows:

0-900 hours	50% of Mechanic's rate
901-1800 hours	55% of Mechanic's rate
1801-3600 hours	65% of Mechanic's rate
3601-5400 hours	75% of Mechanic's rate
5401-7200 hours	85% of Mechanic's rate

If an apprenticeship program for the Insulator Trade is established in Saskatchewan, the above schedule of hours will be replaced with the schedule agreed to by the Trades Certification and Apprenticeship Unit.

An Apprentice, employed in Saskatchewan, who attends school and successfully completes a recognized Insulator Trade apprenticeship course in another province in Canada, will be eligible for wage increases based on the schedule for the Insulator Trade that is in effect in the applicable Province. Fourth year apprentices shall be excluded from the calculation of journey person to apprentice ratio.

Improvers shall not be eligible for classification as Mechanics until they have served four (4) years in their trade and passed their Mechanic's test. Improvers shall be reclassified only after examination during the first week of March or September in any one year, or at a mutually agreed nearest time.

The ratio of Improvers to Mechanics will be as follows:

One (1) Mechanic and one (1) Improver for the first two employed on any one project. Thereafter, the ratio shall be one (1) Improver to three (3) Mechanics. This ratio may be varied with the mutual agreement of the Union and CLR.

4. Recognized Holiday Pay

Statutory Holiday pay shall accrue at four and one-half percent (4.5%) of straight time earnings, and shall be paid weekly.

5. Vacation Pay

Annual vacation pay shall accrue at the rate of six percent (6%) calculated on gross earnings and shall be paid weekly.

6. Health and Welfare Trust Fund

Employer Contribution

The Employer will contribute the amount established in the respective wage schedule per hour for each hour worked by each Employee covered by this Agreement into the "International Association of Heat & Frost Insulators and Asbestos Workers Local 119 Health and Welfare Trust Fund".

Employee Contribution

The Employees agree to contribute to the Trust Fund the amount established in the respective wage schedule per hour worked, which amount shall be deducted from the Employee's wages by the Employer and paid to the Health & Welfare Trust Fund.

Contributions will be submitted by the 15th of the month following the month in which the hours were worked and mailed to the address designated by the Fund Trustees for deposit to a Trust Fund Deposit Account established by the Fund Trustees.

7. Pension Trust Fund

Employer Contribution

a) Journeyman Mechanics

The Employer shall contribute at the rate established in the respective wage schedule per hour of work earned by each Journeyman Mechanic covered by this Agreement. Where an Employee works overtime, the contribution shall be one and one-half (1.5x) or two (2x) times the aforementioned rate, in accordance with the overtime provisions in this Agreement. Contributions will be made on the basis of full and half hours, and all contributions shall be remitted monthly on forms to be provided by the Plan. The Employer shall remit such contributions to the Insulators Pension Trust Fund by the 15th of the month following the month for which such contributions are payable, and mail to the address designated by the Joint Fund Trustees.

b) Apprentices and Improvers

The Employer contribution to the Pension Trust Fund on behalf of Apprentices and Improvers shall be calculated on the basis of a maximum of 18% of the Apprentice's or Improver's gross wage rate (basic wage rate + 4.5% statutory holiday pay + 6% vacation pay) but in any case shall not exceed the Employer contribution rate to the Pension Trust Fund on behalf of Journeyman Mechanics.

8. Education Trust Fund

Employer Contribution

The Employer will contribute the amount established in the respective wage schedule per hour (**see note below**) for each hour worked by each Employee covered by this Agreement into the "Asbestos Workers Education Trust Fund".

Contributions will be submitted by the 15th of the month following the month in which the hours were worked and mailed to the address designated by the Fund Trustees for deposit to a Trust Fund Deposit Account established by the Fund Trustees.

Note: see also 9. below.

9. Labour Management Cooperative Trust

Effective January 23, 2011, the Employer shall contribute five cents (\$0.05) per hour for each hour worked by each Employee covered by this Agreement to the Labour Management Cooperative Trust ("LMCT"). This contribution is outside of the Total Wage Package. Contributions will be submitted by the 15th of the month following the month in which the hours were worked and shall be combined with the contribution to the Asbestos Workers Education Trust Fund (see 8. above), resulting in a single remittance per hour worked payable to the Asbestos Workers Education Trust Fund.

The Asbestos Workers Education Trust Fund shall forward the LMCT contributions to the Local Union monthly. The Local Union shall forward said contributions to the LMCT via the Local Union Financial Secretary Monthly Financial Report.

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.

PRE-ENABLING CLAUSE INFORMATION SHEET

DATE: _____

TO: Insulators and Asbestos Workers Local Union #119	Telephone: <u>(306) 545-5025</u>
	Email: <u>local119@sasktel.net</u>
FROM: _____	Telephone: _____
	Facsimile: _____

Please accept this as a request to bid the project outlined herein under the terms of the enabling provisions of the Saskatchewan Provincial Insulators 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 "D"

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	S	M	T	W	T	F	S	Total
[] 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 _____

Employee's Signature Verifies That Final Hours, Etc. Are Correct
 Employee To Be Given A Copy, Supervisor To Retain Original.
 In The Event Of An Obvious Error, Final Hours, Etc. Are Subject To Review.

APPENDIX "E"
MANPOWER REQUEST FORM

COMPANY: _____ DATE ORDERED: _____
PLACED BY: _____ PROJECT: _____
START DATE: _____ REPORT TIME: _____
HOURS OF WORK: _____

EXPECTED DURATION: _____ SHIFT: (CIRCLE ONE) 1ST 2ND 3RD

AGREEMENT: (CIRCLE ONE) CONSTRUCTION MAINTENANCE COMMERCIAL PROJECT

ACCOMMODATIONS: (CIRCLE ONE) SUBSISTENCE DAILY TRAVEL ROOM AND BOARD NONE

NUMBER OF JOURNEYMEN REQUESTED FROM THE UNION LIST: _____

NUMBER OF APPRENTICES REQUESTED FROM THE UNION LIST: _____

NAME HIRES REQUESTED:

SPECIAL REQUIREMENTS/NOTES: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

1. EMAIL COMPLETED MANPOWER REQUEST FORM TO LOCAL119@SASKTEL.NET
2. PHONE 306-545-5025 TO VERIFY.

APPENDIX "F"
LEAVE OF ABSENCE REQUEST

CONTRACTOR: _____ PROJECT: _____

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: _____

LEAVE APPROVED: YES _____ NO _____

REASON FOR NON-APPROVAL: _____

SUBSISTENCE APPROVED: YES _ NO ____

REASON FOR 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. 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.

LETTER OF UNDERSTANDING

FOR INDUSTRIAL CONSTRUCTION IN THE
PROVINCE OF SASKATCHEWAN

BETWEEN

EACH OF THE UNIONIZED EMPLOYERS IN THE INSULATOR 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 INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS
LOCAL 119

(Hereinafter Referred to as the "Union")

RE: Pension Contribution Paid Directly as Wages for Temporary Foreign Workers

WHEREAS there may be situations where a Temporary Foreign Worker (TFW) may not benefit from contributions to the Pension Plan, and

WHEREAS the pension contribution cannot be reciprocated outside of Canada, and

WHEREAS it is in the interests of the Employer, the Union and the individual to amend the pension contributions for TFWs,

IT is thereby agreed to that the Pension contributions may be paid as wages to these individuals pursuant to the process outlined below.

- The amount of Pension Contribution paid directly shall be treated as wages with a portion removed to cover the relevant industry standard WCB contribution rate and other Employer payroll burdens.
- Further, the remaining portion shall be treated as wages, with the appropriate portion thereof assigned as vacation and holiday pay as per the Agreement requirements.
- As wages, all normal statutory burdens or obligations shall apply (e.g. taxes, CPP, and/or EI contributions).
- This program will be cost neutral for the Employer.

This Letter of Understanding shall be in full force and effect from the same date of signing and shall expire the same day as the Saskatchewan Provincial Insulator Agreement.

Signed this 29th day of June, 2015.

SIGNED ON BEHALF OF:

THE INTERNATIONAL ASSOCIATION OF HEAT & FROST
INSULATORS AND ASBESTOS WORKERS LOCAL 119



Brad Vandale
President



Chuck Rudder
Business Manager

SIGNED ON BEHALF OF:

CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF
SASKATCHEWAN INC.



Shaun Ekert
Trade Division Chair



Warren Douglas
Executive Director