

PROVINCIAL IRON WORKERS' AGREEMENT

BETWEEN:

**EACH OF THE UNIONIZED EMPLOYERS IN THE IRON WORKER TRADE DIVISION IN
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 -

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRON WORKERS, LOCAL 771**

(Hereinafter Referred to as the "UNION")

**Effective February 9, 2014
Expires April 30, 2017**

SASKATCHEWAN STANDARDS OF UNION CONSTRUCTION

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

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

Adopted December 17, 1993

Employees Represented By:

International Association of Bridge, Structural, Ornamental
and Reinforcing Iron Workers, Local Union No. 771

Unionized Employers as Represented By:

CLR Construction Labour Relations
Association of Saskatchewan Inc.

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DEFINITIONS

**COMMERCIAL/INSTITUTIONAL
CONSTRUCTION**

- means all other construction work not covered by the definition of Industrial Construction.
- and non-production facilities on industrial sites up to a maximum of five hundred (500) tons for structural work and seven hundred and fifty (750) tons for reinforcing work.

CROSS CRAFT WORKERS

- are journeymen of other trades working temporarily under the scope 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.

GENDER

- any reference to the masculine gender within this Agreement shall be deemed to apply equally to the feminine gender.

HOTEL RECEIPT

- for the purpose of reimbursement of the subsistence allowance as provided in Article 16:00 shall mean a paid original official hotel receipt (not a 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 registration number

IMPACT

- shall mean the Iron Worker Management Progressive Action Cooperative Trust.

INDUSTRIAL CONSTRUCTION

- Industrial construction shall mean construction work in respect of:
 - o Electrical Power Generation
 - o Water Control Structures and Dams
 - o The development of Mining and Smelting Properties
 - o Oil Refineries, Upgraders and all forms of hydro carbon production, extraction or processing

- The development of Chemical Plants from any and all forms of feed stocks or other sources
- Pulp, Paper or Timber/Wood processing mills or sawmills
- 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 for Gas or Oil (excluding Municipal Sewage and Water Treatment Plants)
- Cement, Lime and Gypsum Plants
- Bridges and Tunnels
- Grain Terminals
- In addition, industrial construction shall include such work as may reasonably be considered as industrial construction as mutually agreed by the CLR and the Union

JOB SITE - shall mean an Employee's location of work and includes a Project.

JOURNEYPERSON/JOURNEYMAN - an employee who holds certification as a journeyperson iron worker issued by one of the following:

- The International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers ("green card"),
- Interprovincial Standards Red Seal
- A provincially regulated certifying agency

LOCAL RESIDENT - for purposes of hiring, initial, terminal or rotational transportation, camp accommodation, suitable commercial accommodation and board or subsistence allowance, local resident means an Employee whose residence is within one hundred (100) kilometers of a project.

PERMANENT 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. Any two (2) of the following are acceptable:

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

QUALIFIED

- shall mean to also include certification in the CODC Interactive "Rights and Responsibilities" course and the SCOT course or equivalent.

Qualified shall also include the successful completion of the iron worker apprenticeship training program and having worked the required number of hours.

ARTICLE 1:00 PURPOSE

- 1:01 The purpose of this Agreement is to promote harmony between the Parties, facilitate the peaceful adjustment of all disputes and grievances, and to prevent strikes, lockouts and any unnecessary expense or delay in the work involved.
- 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 TD4 (1998) Declaration of Exemption form, or its equivalent, declaring that they qualify for and have incurred expenses in the amount of the reimbursement or allowance.

ARTICLE 2:00 RECOGNITION AND SCOPE

- 2:01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent in all matters pertaining to wages, hours of work and working conditions for all of the journeymen and apprentice iron workers and their Foremen and General Foremen engaged in all sectors of the construction industry.
- 2:02 This Agreement shall operate for the benefit of and be binding upon the Parties hereto and the members of the Parties hereto.
- 2:03 This Agreement shall apply to all of the Employees of the Employer within the Province of Saskatchewan and that part of the Northwest Territories between longitude 102 degrees west and longitude 110 degrees west who are engaged in but not necessarily limited to the following:
- i. The field fabrication, erection, installation, welding, demolition, revision, sorting, cutting, bending, hoisting, racking, placing (including wire mesh), burning, tying of all materials used to reinforce concrete, construction, repair and dismantling of all Structural and Miscellaneous Steel and Ornamental Metals, as well as the moving, loading, and handling of the said materials on construction sites.
 - ii. Where precast, prestressed, reinforced concrete, structural and architectural members (columns, beams, girders, slabs, etc.) are used in the construction of buildings, bridges and other structures and power equipment such as derricks, cranes, jacks and/or rigging is used, the work of loading, unloading, moving and placing to complete erection and dismantling of same shall be performed by Iron Workers.
 - iii. The rigging, moving, handling, and placing of all machinery and equipment including the erection and installation of conveyors and overhead cranes.
 - iv. Metal windows, all curtain wall installations, cladding, all corrugated sheet metal fastened to structural or architectural members or sections.

ARTICLE 3:00 JURISDICTION

3:01 The Employer recognizes the work jurisdiction of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, as set out above and in the jurisdiction of work described in Article 3:03 of this Agreement.

3:02 **Pre-Job and Mark-up Conferences and Assignment of Work**

The Employer will hold a pre-job conference and equipment mark-up attended by all interested Unions and will provide an overall description of the project, projected manpower requirements by craft, general information pertaining to hiring and recruiting procedures, transportation, on site work rules, safety and security regulations, safety meetings and any other pertinent information. The Employer will inform the Unions as to the projected scope of the contract, information pertaining to the Employer's intended supervisory staff and other relevant information including intended work assignments. Notification of the pre-job conference and hard copy documents to be presented shall be given to the Iron Workers Local 771 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 Iron Workers Local 771.

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 Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (Canadian 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 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 Plan.

If the Union requests a copy of the evidence supplied to the Employer by another union awarded a final assignment of work claimed by the Union, the Employer shall provide it to the Union within five business days of the Union's request.

A mark-up conference for small projects may be conducted by facsimile when mutually agreed with Iron Workers Local 771.

- 3:03 This International Association claims for its members the fabrication, production, erection, construction and installation of all iron, steel, ornamental lead, bronze, brass, copper, aluminum, steel, glass, all ferrous and non-ferrous metals and plastics; precast, prestressed and poststressed concrete structures, agitators, air ducts, anchors, application of all sealants such as Thiokol, Neoprene and similar types used to seal metal to metal surfaces; access door and frames; air conditioner cans; amusement equipment; anchors; Geodesic and other domes, decking, diagrams and other roofing systems; agents and ticket booths, aprons, aqueducts, atriiums, awnings acoustical elements, sound barriers, computer floors, bells, bank fixtures, barioist, blast furnaces, book stacks, buildings, boilers and stokers (sectional water tube, and tubular), boxes, bracing, brackets, bridges and bridge rail, bridge viaducts, bucks, bulkheads, bumper and bumper posts, bunkers, cableways, cableslots and cablewells, cages, caissons, canopies and unistrut canopies, car-dox and carports and enclosures, cart lift fronts, caps, cast tiling, cat walks, chutes of all types, circuit breakers, clips, clocks, collars, column casings, column cladding, column covers, concentrators, counter supports, conservatories, conveyors, coolers, coping, carbels, corrugated sheets when attached to steel frames, including insulation; cranes (the erection, installation, handling, operating and maintenance on all forms of construction work), all types of cranes including jib-cranes; crushers, cupolas, curb guards, theatre curtain and back stage lifts, curtains, curtain wall, window wall and substitute systems, stone curtainwall, dams (cofferdams), decking (metal); roof decking (such as but not limited to "Cofar" and similar type materials, as well as "Trusdeck", Mahon "M" deck and other dual purpose type roof deck), decorations and displays, dismantling and loading out conveyors, aggregate plants, batch plants, refrigeration plants, derricks including jumping and servicing of hoisting equipment and personnel hoists, directory boards, room dividers, docks and dock levelers, doors, metal or metal clad doors and frames; glass doors, hangar doors, patio doors; rolling doors; rolling fire and iron doors; sliding doors; maintenance of doors; fire doors; rolling shutter door; door plates; draft curtains; drapery track; domes, dredges, drums, duct and trench frames and plates, duct supports, dumb waiter enclosures and fronts, dumpers, duorails, drywall, metal trim; electrical supports, elevators, elevator cars, elevator fronts and enclosures, elevator dust covers and fascia; enamel tanks, enamel vats, ceramic, laminated spandrelite, entrances, erection of steel towers, erection and dismantling of Monigan walking dragline and all other draglines; launchhammer bucket wheel excavator and other trenching equipment; signaling on highlines, whirley cranes and derricks, buck hoists, man hoists, fork lifts, material towers and scanning antennae; assembling and erection of drilling platforms or similar installations; escalators, escalator trim, approaches and subframing, expanded metals, expansion joints; erection, rigging or dismantling of all false work; fascias, fascia soffits, fascia entrances and panels, falsework, fans and hot rooms, fencing of all types, fiberglass or substituted materials, fire equipment, breaks, stops and fire escapes, fins, flag poles, floor construction and flooring, floor plates, flumes, frames, frames in support of

boilers, erection, rigging or dismantling of all framework, sheet metal on fence framework; highway metal plate guardrail, highway delineators and reflectors (metal or synthetic); guard cable; highway safety devices; fronts, fur and storage rooms, gates and collapsible gates, generators, grating, grillage and foundation work, grills, grill work, guards, guides, greenhouses, guardhouses, gymnasium equipment, handrails, (aluminum, glass, metal and plastic); hangers, hanging ceilings, hardware and screens, hoppers, hospital room t.v. supports and gas supports, hot rooms, inclines, iron doors, jail and cell work, jail cell beds, benches, bunks, chairs, tables, mirrors; jail cell access doors; joists (precast, prestressed and poststressed), all types of cranes including jib-cranes; kalomeined doors, kilns, laminated wood structures, laser beams, lintels, lockers, locks and locksmithing, louvres, machinery (moving, hoisting, lowering and placing on foundations), making and installation of all articles made of wire and fibrous rope; marquees, material altered in field such as: framing, cutting, bending, drilling, burning and welding by acetylene gas and electric machines; erection of all curtain wall, window wall, glass, metal floor decking, metal forms and falsework pertaining to concrete construction, metal furniture, metal strips or tight lacing for decorative or protective purposes, metal windows and enclosures, mixers, modular buildings, monorails, multi-plate, name plates and nosings, nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts, the plumbing, aligning and levelling of all materials and equipment through the use of optical instruments, operating devices, operating and dental room light equipment; oxygen and gas pipe supports, ovens, pans, panic devices and locks, panels (insulated and non-insulated, factory and field assembled), Q-panel; any type panel pertaining to curtain wall whether it be stone aggregate or precast; partitions, toilet partitions and supports; pen stocks, pile drivers, pipe railing, pipe supports, plaques; plastic and synthetic fences; platforms; playground equipment; poles; poster frames; porch supports; plates and plate pit liners, porcelain enamelled panels, prefabricated metal buildings, preglazed windows, storefront, and window walls; pulverizers, reinforcing steel, racks, railing (including shipyards, navy yards, vessels and government departments), rigging in connection with display shoes, roofs, mansard roofs, space roof systems, rolling grills and shutters, rotors, safe deposit boxes, night depositories and drive-up equipment, safety devices, safes, sash, preglazed sash, steel and aluminium sash, scaffolding, scenery equipment; sculptures and art objects; scum plates; sills and sill plates; seats; seating and plank seating; security doors; security door frames; shafting, sheet piling, shelving, shoring, sidewalk and vault lights, signs, signalling, rigging and hoisting involved with the use of helicopters; skate wheels; skip hoists, skylights, slope wall; smoke conveyors, smoke plates, space frames, solar energy panels, spandrels (metal and precast concrete), spillways, stacks, stacker cranes, stage equipment and counterweight system and rigging for asbestos curtain, stairways, including pre-engineered stairs; all types of stairs, stairing and steel supports; steel and fire proof curtains; storefronts and entrances; stators, stokers, storage racks used as an intrinsic part of a building, storage rooms, stoves, subways, sun shades, support brickeall and steel granite; swimming pool equipment; switch gear, tables, towers, tanks, target ranges; target range baffles, booths and conveyors; temporary fencing; thimbles; thresholds, tracks, and guides, track frames; tramways, transformers, travelers, traveling sheaves, trellises; trim on vaults, turnstiles; trusses (steel, Howe and combination trusses), tunnels, turbines, all translucent and plastic material on steel frame construction, vats, vault doors, vaults, ventilators, vertical hydraulic elevators, pressure vessels and vessels of all types, wire mesh, wire work; wall, stub, stud wall tires; wainscoting; waste compactors; weather stripping, weather vanes, viaducts, weirs and weir plates, welding machines, wheel guards, winches, windows, window cleaning equipment, window washing hooks , window and door screens

and brackets, window stools, wickets, window washer track, x-ray equipment, x-ray support. Aligning, levelling and surveying in conjunction with steel or machinery erection. The loading, distributing, stockpiling and handling of all materials coming under the jurisdictional claims of the Union. All layout work for the above regardless of equipment needed to perform operations; all work in connection with starting, stopping, operating, maintaining all equipment used in the performance of the above listed work; and all labour involved in water and wind testing of windows and curtain wall. Ornamental lead shall consist of the distributing, erection, installation, removal, replacement, handling, cutting, bending, rigging, jobsite fabrication, framing, drilling, fitting, burning, incidental building of scaffolding, welding by combination of various gases and electricity. All reinforcing work in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying of all material used to reinforce concrete construction shall be done by Iron Workers. Erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading, racking, sorting, cutting, bending, hoisting, placing and tying, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms, G.F.R.C., Dryvit System, including the securing by bolting and/or welding and the installation of steeltex and wire mesh of any type when used for reinforced concrete construction; the rigging, unloading and erection of wind mills/wind turbines; the installation and removal of wire rope, static lines used for temporary handrails.

Alteration, wrecking, dismantling and repair of all of the above and all housesmith work and submarine diving in connection with or about the same. The above claims are subject to Trade Agreements and decisions of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry of the Building and Construction Trades Department. The demolition of all of the above work shall be done by Iron Workers.

ARTICLE 4:00 JURISDICTIONAL DISPUTES RESOLUTION

4:01 Jurisdictional disputes involving workers employed under this Collective Agreement shall henceforth be resolved under the provisions of the Canadian 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 5:00 NO STRIKES OR LOCKOUTS

5:01 The Employer agrees that there shall be no lockouts during the term of this Agreement.

5:02 The Union agrees that there shall be no strikes or other collective action which would stop or interfere with operations during the term of this Agreement.

ARTICLE 6:00 UNION SECURITY

- 6:01 It is agreed that only members in good standing with Local 771 shall be employed by the Employer on work coming within the scope of this Agreement.
- 6:02 It shall be the responsibility of the Union to determine when a member is in good standing.
- 6:03 The Employer shall notify the Union when Employees are required and shall employ them through the Business Office of Local 771. It is agreed that on a project by project basis the Employer shall be able to name hire all Foremen and General Foremen. In addition to the Foremen and General Foremen, the Employer shall be able to name hire 50% of the crew from among the membership of Local 771. The first member of the crew may be a name hire.
- 6:04 All Iron Workers dispatched by the Union or hired directly by the Employer under Article 6:07 shall obtain a referral slip from the Local Union office prior to the commencement of work. Where time does not permit, the Union will transmit the referral slips directly to the Employer.
- 6:05 Only members of Local 771 shall be name hired.
Hiring shall be done in the following order:
- 1.) Members of Local 771
 - 2.) Travel Cards
 - 3.) Local 771 Probationary Members
 - 4.) Cross-Craft Workers
- 6:06 The Union will make every effort to secure and supply such additional Employees as specifically requested by the Employer.
- 6:07 If the Union does not dispatch such additional Employees within seventy-two (72) hours (excluding weekends and Holidays) or it has not supplied the names of additional Employees within forty-eight (48) hours of the request (excluding weekends and Holidays) , the Employer shall have the right to employ any available Employees at that time. The Employer shall advise the Union of the names of such Employees they hire and the location of the job on which they are employed prior to them commencing work. In such event, the Employees so hired shall, as a condition of maintaining their employment, make application to become Probationary Members of the Union upon the expiration of thirty (30) days of their employment. Cross-craft Workers and Travel Cards are exempt from applying for probationary membership.
- 6:08 **Layoffs**
Layoffs shall be done in the following order:
- 1.) Cross-Craft Workers
 - 2.) Local 771 Probationary Members
 - 3.) Travel Cards
 - 4.) Members of Local 771

These sequences do not apply to Travel Card member supervisors (Foremen or General Foremen) employed for more than 3 months. However, such supervisors will be required to transfer their union membership to Local 771 within 30 days of layoff notices being issued.

- 6:09 It is agreed that any employee hired by the Employer who is not already a member of the Union must make application to become a probationary member of Local 771 and participate in the Local's Probationary Member Program in accordance with its terms. The Probationary Member Program is designed to provide new members of the Local with the necessary education and training for them to join the Local Union Apprenticeship Program. The Probationary Member's Employer will consult with the Business Manager of the Union regarding the appropriate placement and wage scale of a probationary member but Probationary Members shall be paid in accordance with the classification in Article 13:00 that matches their skill level. No probationary member may participate in the Probationary Member Program for longer than twelve (12) months without having been placed in Apprenticeship Program, achieved Journeyman status or dropped from the program. Probationary members who do not enter the Apprenticeship Program or who are dropped from the Probationary Member Program are not entitled to continue to be employed or to be re-employed in the future.

ARTICLE 7:00 DUES CHECK-OFF

- 7:01 a) The Employer agrees to deduct and remit Union Dues, Field Dues in the amount of 2.8% of total package per hour for all hours worked, and/or assessments voluntarily authorized by the Employee in writing and shall deduct from the first pay period of each month, sums for monthly dues, said field dues and assessments as may be notified in writing by the Union in accordance with the local Union By-Laws. Such deductions shall be forwarded to the Financial Secretary-Treasurer of Local 771 on or before the 15th day of the month during which such deductions were collected. The remittance shall be accompanied by a statement of the names of the Employees from whom the sums have been deducted.
- b) If any Employer is found by the Union to be in default in remitting payments required to be paid pursuant to this Article, the provisions of Article 17:01(b) shall apply to this Article and, for that purpose, the Union dues, field dues or assessments shall be considered "trust funds" and the employer shall be obliged to pay to the Union liquidated damages and interest calculated in accordance with the terms of Article 17:01(b).

7:02 Bulletin Boards

The Employer agrees to provide a bulletin board on each project for the posting by Stewards of notices of Union meetings or social activities. All such notices shall be signed by the proper Union official and no other notice shall be posted nor shall any meeting be held on Company property or on the site of an erection project without the approval of the Employer.

7:03 **Stewards**

The Union shall appoint or otherwise select a Job Steward on each job as necessary to assist the Company, the Union and the Employees in carrying out the provisions of this Agreement and it will be his duty to attend all complaints between the men on the job and the Company in an endeavour to reach settlement before these complaints become grievances. If on a large project it is necessary to appoint more than one Steward, the Union shall designate one of them as Chief Steward. A Chief Steward shall have all the rights and duties of a job steward.

7:04 Stewards shall be qualified Journeyman Iron Workers, Employees of the Company, who are familiar with all erection operations. The Union shall provide the Company with names of all Stewards at the time of their appointment and before they assume their duties. The Steward shall be retained until the end of the job provided there is work available for which he is qualified. Otherwise the Union will be notified in order to appoint a successor. When a specific crew is working overtime and additional manpower is required for the overtime work, the Steward shall not be discriminated against and shall be given the right of first refusal to be retained when overtime is being worked for which he is qualified.

7:05 The Union acknowledges that Stewards and other Union Officers have regular work to do as Employees of the Company and such person shall not leave his job in connection with his duties as a Steward or other Union Officer without first obtaining the permission of his Foreman or immediate Supervisor. Such permission shall not be unreasonably withheld.

7:06 Under no circumstances shall Job Stewards or any Employee make any arrangements with the Foreman or management, or vice versa, that will change or conflict in any way with any sections or terms of this Agreement without approval of the Business Representative and the Employer.

7:07 **Business Representative**

The Business Representative of the Union shall be permitted on all jobs for the purpose of assisting in the carrying out of the provisions of this Agreement after reporting to the senior Employer Representative on the job, but will in no way interfere with the workmen in the performance of their duties.

7:08 Whenever security regulations prevent access to any job or project, the Employer or his Representative will give all possible assistance to the Business Representative in obtaining the necessary pass or permission to gain access to such job or project.

7:09 **Notices**

Any notice required to be given to the Union shall be effectively given when mailed to the International Association of the Bridge, Structural, Ornamental and Reinforcing Iron Workers, Local Union No. 771, 1138 Dewdney Avenue East, Regina, SK., S4N 0E2.

7:10 Any notice required to be given to the Company shall be effectively given when mailed to the office of that Company as listed in the latest issue of the telephone book or to such other address as the Company may have supplied to the Union in writing.

ARTICLE 8:00 MANAGEMENT RIGHTS

8:01 Nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management, including the making of rules relating to erection operations as it shall consider advisable, providing such rules shall not be inconsistent with the specific terms of this Agreement.

ARTICLE 9:00 GRIEVANCES & ARBITRATION

9:01 An Employee may take up any matter directly with the Employer at any time and the Employer retains the right to explain its views on any matter to its Employees directly, through a meeting, by notice or other lawful means.

9:02 It is the mutual desire of the Parties hereto that complaints of Employees shall be addressed as quickly as possible and it is agreed that an Employee has no grievance until he has first given his Foreman or Supervisor an opportunity to address his complaint.

9:03 **Grievance Procedure**

Working days in this article shall mean days on which the Union's office is open for business and excludes Saturdays, Sundays and Recognized Holidays. In the event that the working days fall during the employee's rotational leave, the timelines for reply shall be extended by an equivalent amount of time.

Step 1: Any Employee who claims to have a grievance shall, along with the Job Steward if one has been selected on the job, refer the matter within three (3) working days of the occurrence of the event giving rise to the grievance to his immediate Foreman or Supervisor, who shall give a reply with respect thereto within twenty-four (24) hours.

Step 2: Should the reply of the Foreman or Supervisor not be acceptable, the claim shall be reduced to writing and submitted by the Union within five (5) working days of the receipt of the reply in Step 1 to the Foreman in charge of the project and to the designated office of the Employer. The Employer shall either request a further discussion with the Union Representative or render a decision in writing to the Union within five (5) working days following receipt of the claim. Any dispute or question between the Parties hereto arising out of the terms of this Agreement or respecting application or interpretation of same shall be considered a grievance and shall be dealt with in the manner herein provided.

9:04 If any Employee claims he has been unjustly discharged by the Employer, his complaint shall be treated as a grievance if a written statement of claim is given by the Steward to the designated Employer representative on the project within three (3) working days of notice of dismissal and a written statement of claim is sent by the Union Representative to the designated office of the Employer within five (5) working days of the notice of dismissal.

Unless the complaint is so reported within the specified time, his employment shall be deemed to have terminated when he was dismissed and such dismissal shall not constitute a grievance at a later date.

- 9:05 Should the Employer have a complaint with respect to the conduct of the Union, its officers, committee men or stewards, the Employer may process a grievance by submitting same in writing to the Union. On receipt of the Employer's grievance, the Union shall consider same and shall render a decision in writing to the Employer within five (5) working days following receipt of the grievance.

9:06 **Arbitration**

Any question as to the interpretation of this Agreement or any question of fact arising out of an alleged violation of the terms of this Agreement, which is not otherwise settled, shall be, at the request of either Party, submitted to a single arbitrator. The statement of the question to be arbitrated shall be mutually agreed upon at the time.

- 9:07 When either party requests that a question be submitted to arbitration, they shall make such request in writing addressed to the other Party within five (5) days after the question has been dealt with in the final step of "Grievance Procedure" and at the same time shall nominate an arbitrator.

The Parties shall attempt to select an arbitrator by agreement. If they are unable to agree upon an arbitrator within a further five (5) working days, then the arbitrator shall be appointed by the Minister of Labour of the Province of Saskatchewan.

- 9:08 The Employer and Union shall share equally the expenses of the arbitrator and other expenses of the arbitration.

9:09 **Board of Arbitration**

At the written request of the Union, Employer or the CLR, a question shall be submitted to a Board of Arbitration, rather than a single arbitrator.

- 9:10 When either party requests that a question be submitted to a Board of Arbitration, the request shall be in writing addressed to the other Party within five (5) days after the question has been dealt with in the final step of "Grievance Procedure" and at the same time shall nominate an arbitrator.

The other Party shall nominate an arbitrator within five (5) working days after receipt of the written notice. The two arbitrators so nominated shall meet and if within a further five (5) working days they fail to settle the grievance, they shall attempt to select by agreement a Chairman of the Arbitration Board who shall be entitled to vote and voice on all questions but shall not be a member of the Employer or of the Union. If they are unable to agree upon a Chairman within an additional five (5) working days, then the Chairman shall be appointed by the Minister of Labour of the Province of Saskatchewan.

- 9:11 The Employer and the Union shall bear the expense of their respective appointees and shall share equally the expense of the Chairman and other expenses of the Arbitration Board.

- 9:12 No matter may be submitted to arbitration which has not been properly carried through all the steps of the grievance procedure.
- 9:13 The decision of the arbitrator or Board of Arbitration shall be final and binding upon the Company and the Union but the arbitrator or Board of Arbitration shall not have jurisdiction to set provisions of a new agreement, nor to make any decision inconsistent with the provisions of this Agreement, nor by its decisions, to change wholly or in part any provision of this Agreement.
- 9:14 The Provisions of the Saskatchewan Arbitration Act shall not apply to a Board of Arbitration established under this Section.

ARTICLE 10:00 HOURS OF WORK, OVERTIME, SHOW UP TIME, CALL OUTS, SHIFTS AND REST BREAKS

10:01 Hours of Work

The Employer shall establish the work week schedule prior to commencement of the work. The established work week schedule may be changed by mutual agreement of the Employer and the Business Manager.

For payroll purposes the work week shall commence on Sunday and end at midnight Saturday.

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

The schedule of hours of work as set down in this Agreement shall not be considered as a guarantee of hours of work per day or per week.

On projects where circumstances make it necessary, and with the prior notification by the Employer to the Business Manager, the regular hours of work for a single shift shall be performed during any time of the day or night which shall constitute a regular shift on that project.

One (1) hour in each work day shall be allowed as a meal hour but the time allowed for the said meal hour may be reduced on any job by agreement between Employees on the job and the Employer or its representative.

Employees shall be ready for work at starting time and shall remain at work until quitting time.

Any work performed outside of regular shift hours shall be paid for at the applicable overtime rate.

Underground Work

On industrial projects all Employees required to work underground shall be paid from collar to collar.

Five Day Work Week Schedule

The standard work week for day shift or single shift will be forty (40) hours per week consisting of five (5) shifts of eight (8) hours Monday to Friday inclusive.

The regular hours of work shall be classed as straight time and shall normally be performed between 6:00 a.m. and 6:00 p.m.

Four Day Work Week Schedule

The Employer may use a schedule of four (4) shifts of ten (10) hours either Monday to Thursday or Tuesday to Friday inclusive. Those Employees working a compressed work week of Monday to Thursday or Tuesday to Friday who are entitled to board expenses or subsistence shall be paid five (5) days subsistence.

The regular hours of work shall be classed as straight time and shall normally be performed between 6:00 a.m. and 6:00 p.m.

Competitive Scheduling

The following are competitive schedules that the Employer may utilize:

- Fourteen Days On; Seven Off
- Ten Days On; Four off
- Eleven Days On; Three off

Any additional schedule other than those described above shall be mutually agreed to by the Union and the Employer prior to the commencement of the said schedule.

See Appendix D for examples of Competitive Schedules

10:02 Overtime

- a) The Employer may require Employees to work overtime in excess of their regularly assigned hours.
- b) If Employees are recalled to a job without having had eight (8) hours rest, they shall be paid at double (2x) the applicable rate of pay until such time as they have had the said eight (8) hours rest.
- c) When double time (2X) would otherwise apply on a Saturday or Sunday, an Employee who works on a Saturday or Sunday and who has not worked all of the available scheduled hours for the previous Monday through Friday shall be paid at the regular rate of pay for the same number of available scheduled hours not previously worked and double time (2x) the

regular rate of pay for remaining hours. This provision does not apply if the hours not previously worked are due to bad weather days or on an authorized leave of absence.

- d) Employees shall be paid at double times (2x) their regular rate of pay for all hours worked beyond ten (10) hours in a day.

Five Day Work Week

Employees shall receive one and one-half (1.5x) times their regular rate of pay for the first two (2) hours per day of overtime Monday through Friday. All other overtime Monday through Friday shall be paid at double (2x) times their regular rate of pay. 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.

Four day Work Week

- i. When working under the four (4) day work week schedule, Employees shall be paid at double time the regular hourly rate for all hours worked in excess of the regular ten (10) hours per day Monday through Thursday or Tuesday through Friday.
- ii. Hours worked on Fridays (on a Monday to Thursday schedule and other than a make-up day) or Mondays (on a Tuesday to Friday schedule) shall be paid at one and one-half times the Employee's regular rate of pay for the first ten (10) hours. All other hours worked on Fridays (or Mondays) shall be paid at the double time rate. Time worked on Fridays and Mondays shall be considered voluntary. The Employer must advise the Employee in advance of the minimum number of hours to be worked or paid for on Fridays or Mondays.
- iii. When working under the four (4) day work week schedule Monday through Thursday, 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 rate 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. Make-up days are not available for the Tuesday to Friday work schedule.

Saturdays, Sundays and Holidays

All hours worked on Saturdays, Sundays and recognized holidays shall be paid at double time (2x) except as provided in 10:02 (c) above.

Lunch Breaks During Overtime Hours

When overtime begins immediately after the regular work day and is to continue for more than two (2) hours, where it is practical to do so, the Employee shall be provided with a hot meal after the first two (2) hours of overtime and a hot meal 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.

If a hot meal is not provided, each Employee shall receive twenty-five dollars (\$25.00) in lieu of the meal.

10:03 Show Up Time

- a) When work cannot proceed on any day due to inclement weather or other emergency beyond the Employer's control, Employees will be paid not less than two (2) hours' pay, provided that the Employee has reported for work and remains on the job for the full two (2) hours. The Employees entitled to Board expenses will receive the regular allowance for the day.
- b) When an Employee has been notified prior to leaving his place of residence not to report for work, the two (2) hours reporting time in 10:03(a) shall not apply, but shall receive subsistence allowance where applicable.
- c) If on any project, work cannot proceed due to shortage of material or other reason within the control of the Employer, Employees living away from home will either be returned home or at the option of the Employer, and with the consent of the Employees, will be paid four (4) hours for each day that the work is delayed. Where Employees are covered by Article 16:00, they will suffer no loss of entitlement. If no other work is available, an Employee may request and shall be granted a layoff after thirty-two (32) consecutive scheduled hours without work.

10:04 Call Outs

An Employee called out for work after he has completed his regular shift and has gone home shall be given not less than three (3) hours' work, or if the work is not available, shall be paid for three (3) hours at the applicable overtime rate.

The Employer may call men out to unload or to do such work as may be necessary to protect property during inclement weather. The Employee shall receive not less than three (3) hours' pay at the appropriate rate (ie. straight time or over time) for each time called out.

10:05 Shifts

A premium of three dollars (\$3.00) shall be paid for all hours worked on second and third shift operations.

Employees shall be given twenty-four (24) hours notice of shift change, posted on the bulletin board. If twenty-four (24) hours notice is not given, the applicable overtime rate shall apply to all hours worked. In special circumstances the twenty-four (24) hour notice requirement may be waived with the mutual consent of the Employer and the Union Business Manager or Agent.

10:06 Rest Breaks

It is agreed that all Employees of the Employer covered by this Agreement will be permitted time in the morning and afternoon to drink coffee or refreshments on the job during the regular working hours. It is, however, understood that this shall be done in such manner as to not stop the normal operation of the job.

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

If work is to continue for more than one (1) hour past the scheduled shift, a rest break of ten (10) minutes shall be taken by the Employees at the end of the scheduled shift.

10:07 The Employer will pay the cost of alcohol and drug tests required to be taken by the Employees when tests are required by the Employer. The Employee shall be paid two hours at the Employee's regular straight time rate of pay for attending the pre-access or ongoing return to work tests conducted by the Employer's selected TPA at a Collection Site which is closest to the Employee's Saskatchewan residence. The Employee shall be paid actual time for incident, post incident and reasonable grounds testing except as noted below.

Where an individual has failed a test and is required to retest for the purpose of returning to work, the costs of the retest will be at the Employee's expense.

In the event of an inconclusive test on the initial (screening) test, wages, benefits and all standard remuneration for that project will be paid to the Employee while awaiting the test results of a confirmatory test providing the follow up test is negative. If the confirmatory test is positive, the Employee shall have any wages paid while waiting the results of the confirmatory test deducted from his/her wages owing.

ARTICLE 11:00 WORKING CONDITIONS

11:01 Employees will be allowed time to gather and put away all their working tools and equipment prior to quitting time.

11:02 The Employer shall furnish suitable drinking water from a piping system or from a clean, covered container having a drain faucet, together with disposable cups.

11:03 The Employer shall provide a heated lunchroom of adequate size in which Employees may change and dry their clothes on all jobs of sufficient length to justify the provisions of such a room. Cleanliness and good housekeeping shall be maintained in the lunchroom/change room.

11:04 The Employer shall provide, when necessary, a gang box with lock for the safekeeping of Employees' personal tools.

11:05 Where wash-up facilities are not provided, hand cleaners will be made available for the use by the Employees. The Employer will provide sanitized toilets, which will be heated in cold weather, on jobs of sufficient length to justify this provision.

11:06 Clothing Insurance

The Employer will maintain insurance to cover Employees' clothing while on company property or in company change houses against loss or damage by fire or theft reported to the police to a maximum of five hundred dollars (\$500.00) per Employee.

11:07 a) **Welding Equipment**

The Company shall supply welding helmets, goggles, welders' gloves and welding jackets and welding aprons whenever necessary.

b) **Tools**

All Structural Iron Workers, all Welder Iron Workers and all Reinforcing Iron Workers shall supply their appropriate rigging belt to carry tools. The company shall supply all hand tools and equipment necessary to complete the job except crescent wrenches, tapes, bull pins, wire reels and pliers. All tools shall be signed for upon the commencement of the job and returned to the Company and signed for upon termination of employment.

The company shall replace all broken hand tools provided said tools are turned into appropriate company representative.

- c) Leather faced gloves shall be provided to all Iron Workers at the start of employment and will be replaced as required on a turn-in basis.

11:08 An Employee shall have deducted from his outstanding wages the actual cost of tools, equipment and items contained in 11:07 (a), 11:07 (b), and 11:09 if the Employee fails to return them to the Employer upon termination of employment.

11:09 **Protective Clothing**

On abnormally dirty maintenance, revamp, repair and postensioning work, in which the Employees' clothes may be abnormally or permanently damaged, the Employer shall supply clean and maintain the necessary protective clothing, including fire retardant clothing where required, at no cost to the Employee for all Employees covered by this Agreement. The Employer shall supply rain gear at no cost to the Employee when, the Employer deems, weather conditions warrant it.

11:10 **Safety**

- a) The Employers and Union recognize that all work shall be performed in accordance with those regulations of the Occupational Health and Safety Act for the Province of Saskatchewan which apply to the Construction Industry.

b) 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.

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 provincially legislated safety training requirements (e.g. WHMIS, Fall Arrest, and Aerial Work Platform) 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 employee will be notified by the Employer. It will be the Union's and Employer's shared responsibility to keep copies of qualifications of all workers dispatched.

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.

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.

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

11:11 Riveting

Riveting gangs shall be composed of not less than four (4) men at all times.

ARTICLE 12:00 JOINT CONFERENCE COMMITTEE

12:01 In consideration of the mutual benefits likely to be obtained by way of a more harmonious relationship between the Employer and the Union, a Joint Conference Committee shall be established.

12:02 This Committee shall consist of not more than three (3) members from each side. This Committee shall meet twice per year or at any other time deemed necessary by either party to this Agreement, and shall be authorized to investigate, assess and recommend solutions to the various problems for the betterment of the Industry.

ARTICLE 13:00 WAGE SCALES & FRINGE BENEFITS

13:01 The minimum wage rate for Journeymen Iron Workers shall be as follows:

Structural**a) Effective February 9, 2014**

Classification	%	Basic Hourly Rate	Recog Holiday Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust	Trade Improve Fund	Total Package
General Foreman		50.25	2.26	3.15	2.35	7.75	0.72	\$66.48
Foreman		44.75	2.01	2.81	2.35	7.75	0.72	\$60.39
Journeyman		39.75	1.79	2.49	2.35	7.75	0.72	\$54.85
Apprentice (hours)								
5400 or more	100	39.75	1.79	2.49	2.35	7.75	0.72	\$54.85
3600-5399	85	33.79	1.52	2.12	2.35	6.74	0.72	\$47.24
1800-3599	70	27.83	1.25	1.74	2.35	5.55	0.72	\$39.44
0-1799	60	23.85	1.07	1.50	2.35	4.76	0.72	\$34.25

b) Effective April 27, 2014

Classification	%	Basic Hourly Rate	Recog Holiday Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust	Trade Improve Fund	Total Package
General Foreman		50.76	2.28	3.18	2.35	8.00	0.72	\$67.29
Foreman		45.26	2.04	2.84	2.35	8.00	0.72	\$61.21
Journeyman		40.26	1.81	2.53	2.35	8.00	0.72	\$55.67
Apprentice (hours)								
5400 or more	100	40.26	1.81	2.53	2.35	8.00	0.72	\$55.67
3600-5399	85	34.22	1.54	2.15	2.35	6.82	0.72	\$47.80
1800-3599	70	28.18	1.27	1.77	2.35	5.62	0.72	\$39.91
0-1799	60	24.16	1.09	1.52	2.35	4.82	0.72	\$34.66

c) Effective April 26, 2015

Classification	%	Basic Hourly Rate	Recog Holiday Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust	Trade Improve Fund	Total Package
General Foreman		52.15	2.35	3.27	2.45	8.00	0.75	\$68.97
Foreman		46.15	2.08	2.89	2.45	8.00	0.75	\$62.32
Journeyman		41.15	1.85	2.58	2.45	8.00	0.75	\$56.78
Apprentice (hours)								
5400 or more	100	41.15	1.85	2.58	2.45	8.00	0.75	\$56.78
3600-5399	85	34.98	1.57	2.19	2.45	6.97	0.75	\$48.91
1800-3599	70	28.81	1.30	1.81	2.45	5.75	0.75	\$40.87
0-1799	60	24.69	1.11	1.55	2.45	4.92	0.75	\$35.47

d) Effective May 1, 2016

Classification	%	Basic Hourly Rate	Recog Holiday Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust	Trade Improve Fund	Total Package
General Foreman		53.46	2.41	3.35	2.45	8.25	0.75	\$70.67
Foreman		47.46	2.14	2.98	2.45	8.25	0.75	\$64.03
Journeyman		42.46	1.91	2.66	2.45	8.25	0.75	\$58.48
Apprentice (hours)								
5400 or more	100	42.46	1.91	2.66	2.45	8.25	0.75	\$58.48
3600-5399	85	36.09	1.62	2.26	2.45	7.19	0.75	\$50.36
1800-3599	70	29.72	1.34	1.86	2.45	5.93	0.75	\$42.05
0-1799	60	25.48	1.15	1.60	2.45	5.08	0.75	\$36.51

Reinforcing**a) Effective February 9, 2014**

Classification	%	Basic Hourly Rate	Recog Holiday Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust	Trade Improve Fund	Total Package
General Foreman		48.62	2.19	3.05	2.35	7.25	0.72	\$64.18
Foreman		43.12	1.94	2.70	2.35	7.25	0.72	\$58.08
Journeyman		38.12	1.72	2.38	2.35	7.25	0.72	\$52.54
Apprentice (hours)								
4000 or more	100	38.12	1.72	2.38	2.35	7.25	0.72	\$52.54
3000-3999	85	32.40	1.46	2.03	2.35	6.46	0.72	\$45.42
1500-2999	70	26.68	1.20	1.67	2.35	5.32	0.72	\$37.94
0-1499	60	22.87	1.03	1.43	2.35	4.56	0.72	\$32.96

b) Effective April 27, 2014

Classification	%	Basic Hourly Rate	Recog Holiday Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust	Trade Improve Fund	Total Package
General Foreman		49.10	2.21	3.08	2.35	7.50	0.72	\$64.96
Foreman		43.60	1.96	2.73	2.35	7.50	0.72	\$58.86
Journeyman		38.60	1.74	2.42	2.35	7.50	0.72	\$53.33
Apprentice (hours)								
4000 or more	100	38.60	1.74	2.42	2.35	7.50	0.72	\$53.33
3000-3999	85	32.81	1.48	2.06	2.35	6.54	0.72	\$45.96
1500-2999	70	27.02	1.22	1.69	2.35	5.39	0.72	\$38.39
0-1499	60	23.16	1.04	1.45	2.35	4.62	0.72	\$33.34

c) **Effective April 26, 2015**

Classification	%	Basic Hourly Rate	Recog Holiday Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust	Trade Improve Fund	Total Package
General Foreman		50.45	2.27	3.16	2.45	7.50	0.75	\$66.58
Foreman		44.45	2.00	2.79	2.45	7.50	0.75	\$59.94
Journeyman		39.45	1.78	2.47	2.45	7.50	0.75	\$54.40
Apprentice (hours)								
4000 or more	100	39.45	1.78	2.47	2.45	7.50	0.75	\$54.40
3000-3999	85	33.53	1.51	2.10	2.45	6.69	0.75	\$47.03
1500-2999	70	27.62	1.24	1.73	2.45	5.51	0.75	\$39.30
0-1499	60	23.67	1.07	1.48	2.45	4.72	0.75	\$34.14

d) **Effective May 1, 2016**

Classification	%	Basic Hourly Rate	Recog Holiday Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust	Trade Improve Fund	Total Package
General Foreman		51.70	2.33	3.24	2.45	7.75	0.75	\$68.22
Foreman		45.70	2.06	2.87	2.45	7.75	0.75	\$61.58
Journeyman		40.70	1.83	2.55	2.45	7.75	0.75	\$56.03
Apprentice (hours)								
4000 or more	100	40.70	1.83	2.55	2.45	7.75	0.75	\$56.03
3000-3999	85	34.60	1.56	2.17	2.45	6.90	0.75	\$48.43
1500-2999	70	28.49	1.28	1.79	2.45	5.68	0.75	\$40.44
0-1499	60	24.42	1.10	1.53	2.45	4.87	0.75	\$35.12

13:02 Foremen

The basic hourly rate plus Recognized Holiday and Vacation pay for each hour earned for Foremen certified in the CODC Better SuperVision course or equivalent, shall be six dollars (\$6.00) above the Journeyman basic hourly rate.

The basic hourly rate plus Recognized Holiday and Vacation pay for each hour earned for Foremen who are not certified as above shall be five dollars (\$5.00) above the Journeyman basic hourly rate.

General Foreman

The basic hourly rate plus Recognized Holiday and Vacation pay for each hour earned for General Foremen shall be ten dollars and fifty cents (\$10.50) above the Journeyman basic hourly rate. Effective April 26, 2015, the basic hourly rate plus Recognized Holiday and Vacation pay for each hour earned for General Foremen shall be paid eleven dollars (\$11.00) above the Journeyman basic hourly rate.

13:03 Where two (2) or more Iron Workers are employed, one shall be selected by the Employer to act as Foreman and will receive Foreman's wages.

For Industrial jobs only, the average number of Journeymen under the supervision of a Foreman shall be fifteen (15).

Unless otherwise established by the Employer, the normal chain of command will generally be General Foreman to the Foreman to the Employee(s).

13:04 **Northwest Territories Pay**

Iron Workers will be paid not less than twenty-five cents (\$0.25) per hour more than the regular rate of pay while being employed in the Northwest Territories.

13:05 **Payment of Wages**

a) Pay Days and Pay Periods

The regular pay day shall be once a week on such day as agreed upon between the Company and the Union.

b) Method

Wages shall be paid by cash or cheque or electronic direct deposit into the Employee's bank account of choice at no cost to the Employee. The method of payment shall be as determined by the Employer. Either a printed or electronic confirmation of earnings and deductions shall be included with cash pay or cheque or for electronic direct deposits delivered to the jobsite or mailed to the Employee's address on record or sent digitally if the Employee provides the Employer with an email address. The Employer shall withhold up to one (1) week of wages to enable them to prepare the payroll.

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 made or mailed to the Employee's last known address, or at the election of the Employee made available for pick up, within three (3) working days.

d) Penalty

Should the Employer fail to comply with 13:05(c), the Employee shall receive an additional sum equivalent to eight (8) hours pay at straight time rates for each working day he is kept waiting up to a maximum of forty (40) hours' pay.

13:06 Employee Termination Record

In all cases of termination an Employee Termination Record, in the form of Appendix A, 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.

13:07 Iron Workers being laid off shall be given notice in accordance with the Saskatchewan Labour Standards Act or like statute and shall be given sufficient time to gather their personal belongings, check in tools and pick up wages.

13:08 **Journeyman Structural Iron Worker** must be experienced in rigging of machinery, steel and precast erection of all kinds including buildings, bridges, tanks, towers, etc., and must have a thorough knowledge of all erection, rigging tools and equipment of his trade. He must be able to perform the following operations in a safe, workmanlike manner:

- a) Assemble and reeve erecting cranes, travellers, guy and stiff leg derricks and move travellers, all under the general directions of a Foreman.
- b) Hook on, climb, connect and signal the hoisting engineer.
- c) Erect scaffolds, fit and bolt joints in proper fashion preparatory to rivetting and perform rivetting operations.
- d) Carry out all the miscellaneous tasks which arise on erection jobs, such as tying knots, burning, drilling, reaming, etc.
- e) A Journeyman Iron Worker Welder must be qualified in all positions and classification "S" of the Canadian Standards Association W-47.1-03 Code as amended. He must be able to adjust his welding machine and have thorough working knowledge of all tools and equipment of his trade. He must be able to perform the following operations in a safe and workmanlike manner:
 - i. Climb
 - ii. Tie the necessary knots and sling scaffolds for welding
 - iii. Fit up work for welding
 - iv. Understand welding symbols and procedure
 - v. Burn and chip.

13:09 **A Qualified Journeyman Reinforcing Iron Worker** must be experienced in the placing and fabricating techniques for reinforcing steel in all types of reinforced concrete structures and he must have a thorough working knowledge of all the tools and equipment of his trade

as laid down in the C.R.S.I. Recommended Practice for Placing Reinforcing Bars (latest Edition). Without limiting the generality of the foregoing, he must be able to perform the following operations in a safe and workmanlike manner:

- a) Apply proper wire ties efficiently using the Klein side cutting pliers
- b) Sling, climb and signal the hoisting engineer
- c) Erect scaffolding, or tie the necessary knots and sling scaffolds when necessary
- d) Placing reinforcing steel in accordance with recognized ACI standards under the direction from his Foreman or Superintendent
- e) Read and interpret Bar Lists, placing drawings, cutting sheets
- f) Operate bending and cutting machines under direction of his Foreman
- g) Be in physical condition to pack steel efficiently and safely
- h) Work with a hickey
- i) Measure off work under direction of Foreman or Superintendent.

13:10 Apprentices

The minimum or starting rate for Structural Iron Worker Apprentices shall not be less than sixty percent (60%) of the Journeyman Structural Iron Workers' rate.

- 13:11 Each Apprentice will be issued a log book in which he will record his hours of work. This will be checked by his Foreman.

All such documentation of current training must be provided by the Employee to the Union prior to dispatch and to the Employer upon hire. It will be the Union's and Employer's shared responsibility to keep copies of qualifications of all workers dispatched.

Structural Iron Worker Apprentice

At intervals of 1800 hours worked, each Apprentice's rate will be reviewed by the erection foreman and the Union, and the Apprentice will be given increases, if his ability warrants, on the following basis:

0 - 1799 hours worked	-	60% of Journeyman Rate
1800 - 3599 hours worked	-	70% of Journeyman Rate
3600 - 5399 hours worked	-	85% of Journeyman Rate
5400 or more hours worked	-	100% of Journeyman Rate

Reinforcing Iron Worker Apprentice

The minimum or starting rate for Reinforcing Iron Workers Apprentices shall be not less than sixty percent (60%) of the Journeyman Reinforcing Iron Worker rate.

At set intervals each Apprentice's rate will be reviewed by the erection foreman and the Union, and the Apprentice will be given increases, if his ability warrants, on the following basis:

0 - 1499 hours worked	-	60% of Journeyman Rate
1500 - 2999 hours worked	-	70% of Journeyman Rate
3000 - 3999 hours worked	-	85% of Journeyman Rate
4000 or more hours worked	-	100% of Journeyman Rate

13:12 The Apprentice ratio on all projects shall be one (1) Apprentice to four (4) Journeymen. The Union recognizes that the 1 in 4 Apprentice ratio is not always possible and can be changed by mutual agreement between the Union and the Employer. The ratio for Ornamental work shall be one (1) Apprentice to one (1) Journeyman. In all cases the ratio of apprentices to journeymen shall not exceed the ratio established by the Saskatchewan Apprenticeship and Trade Certification Commission.

ARTICLE 14:00 RECOGNIZED HOLIDAYS, ANNUAL HOLIDAYS

14:01 Recognized Holiday pay shall consist of 4.5% of gross earnings and annual vacation pay of 6% of gross earnings (4.5% plus 6% compounded).

14:02 Income Tax on Holiday pay shall be calculated and deducted weekly.

14:03 Recognized Holidays

The following will be recognized as Recognized Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Saskatchewan Day	

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

No work shall be performed on Labour Day, except where safety to life or property makes it necessary.

14:04 When a Recognized Holiday falls on a Saturday or Sunday the next following working day shall be taken as an alternate day off. When two Recognized Holidays fall on a succeeding Saturday and Sunday the following Monday and Tuesday shall be taken as alternate days off.

ARTICLE 15:00 TRANSPORTATION EXPENSE

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

Local Residents

Local residents shall not be entitled to initial, terminal or rotational transportation. Local residents living beyond the thirty (30) road kilometres Free Zone of the project shall be paid the established rate per kilometre calculated in accordance with Article 15:04, from their residence to the edge of the Free Zone and return for every day the Employee works or reports for work.

15:01 For the purpose of this Agreement whereas the City of Regina is declared as headquarters of Local Union No. 771, the transportation and travelling allowance for out-of-town jobs will begin from the City Hall of Regina.

15:02 The transportation and travelling allowance will be based on the shortest route to the job site. Where available, this route should be on an all weather road to ensure as safe as conditions as possible.

15:03 Free Zone

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

15:04 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 the established 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.

Where an Iron worker is a resident within the thirty (30) road kilometre Free Zone of the Saskatoon City Hall and commutes daily from his residence to any project, the Employer shall not be obliged to pay initial and terminal transportation expense to the jobsite and back to Regina.

15:05 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 kilometre Free Zone around the project, the Employer shall provide transportation or each Employee shall be paid the established 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 accommodation is available within the thirty (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 break down. 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 Iron Worker Employees utilizing such transportation.

15:06 Initial and Terminal Transportation

On projects where accommodation is supplied or paid for, each Employee shall be paid an initial transportation expense of the established rate per road kilometre to the project site from the point of dispatch of Regina. For an Employee to qualify for initial transportation expense, the Employee must remain fifteen (15) calendar days or until lay-off (whichever comes first). If the Employee quits the job within this time and has been paid the transportation expense, same will be deducted from his outstanding wages. An Employee remaining thirty (30) calendar days, or in the event of a lay-off, shall have his/her terminal transportation expense paid to the point of dispatch of Regina. In any event, 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.

15:07 Rotational Transportation

Should the project be of more than thirty (30) calendar days in duration and the project is four hundred (400) road kilometres or more from the dispatch point, each Employee shall receive round trip transportation expense at the established rate per road kilometre every thirty (30) calendar days, including the first thirty (30) calendar days. The thirty (30) road kilometre Free Zone does not apply to rotational travel. When the Employee receives round trip transportation expense neither board and room or subsistence allowance will be paid for the period from the last shift worked to the start of the first shift upon return to the Project.

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 16:00 CAMPS/COMMERCIAL ACCOMMODATION/SUBSISTENCE

Local Residents

Local residents shall not be entitled to commercial accommodation and board or subsistence allowance. On camp jobs they shall not be entitled to camp accommodation.

16:01 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.

16:02 Camps

- a) Camps are not permitted within eighty (80) road kilometres of Regina or Saskatoon.
- b) In the event that a camp is being contemplated, CLR and the Iron Workers Local 771 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 Iron Workers Local 771.
- c) All camps shall be constructed and maintained in accordance with the camp standards of the Iron Workers Local 771. These standards are to be used as the minimum standards required for camps.

16:03 Subsistence

The purpose of the Article is to pay reasonable expenses on behalf of the Employee. It is not intended to be a source of supplementary income.

- a) On projects beyond one hundred (100) road kilometres from the City Hall Regina each Employee shall be paid the subsistence allowance per day for each day worked.
- 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 four hundred (400) kilometers from the dispatch point to the project on the day prior to start of work, the subsistence allowance 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.

16:04 **Subsistence Allowance**

- a) For the purpose of this Agreement the Cities of Regina and Saskatoon, including twenty (20) road kilometres from the respective City Halls, is designated as a board expense free area for all Employees covered by this Collective Agreement.

Residents of Saskatoon and those residing within twenty (20) road kilometres of the Saskatoon City Hall shall not be entitled to daily board expense when working on a project within twenty (20) road kilometres of the Saskatoon City Hall or when commuting daily to a project outside of this twenty (20) road kilometres Free Zone.

For work in the Saskatoon area, subsistence shall be paid by mutual agreement between the Employer and the Union.

It remains the Employer's prerogative to determine if daily board expense will be paid or whether a camp will be established.

In or near cities and towns where the Employees have a choice of board accommodations, they will make their own arrangements as to room and board.

Iron workers residing within fifty (50) road kilometres from the Saskatoon City Hall will be given preference for employment on projects in this zone.

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

Effective February 9, 2014 one hundred and thirty dollars (\$130.00)

Effective April 26, 2015: one hundred and thirty-five dollars (\$135.00)

An Employee shall forfeit subsistence allowance for absenteeism on any working day or, in the instance of leaving work without written permission. 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 "B" to this Agreement. When a request is approved, the Employer shall send a copy of the completed form by facsimile to the Union.

ARTICLE 17:00 IRON WORKERS TRUST FUNDS

17:01

- a) 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.

The Parties agree to a Board of Trustees composed of two (2) representatives of the Union and two (2) representatives of the Employer to negotiate and administer these Plans. Two voting members from each side will vote on any decision affecting the Plans.

Contributions will be submitted by the 15th day of the month following the month in which the hours were earned and sent to the address designated by the Trustees. At no time will the contributions be paid directly to the Employee. The contributions must be accompanied by a detailed report showing each Employee's name, hours worked and contributions, hours earned and contributions and the total amounts remitted for each Employee.

NOTE: The contribution rates to each of the Funds will be determined by the Union and cannot exceed the Total Package amounts agreed to in this agreement.

- b) If any Employer shall fail to remit payments required to be made pursuant to the terms of this Article as determined by the Trustees of a Trust Fund, and if such default continues for ten calendar days after the amounts payable are due, the Employer shall pay to the applicable Trust Fund, as liquidated damages (in respect to increased administration costs, the costs of monitoring and enforcing payment, and other costs) and not as a penalty, an amount equal to 10% of the amount which the Employer has failed to remit. The failure by an Employer to make payments due in each month shall constitute a separate event and of default and shall subject the Employer to payment of liquidated damages as outlined above, provided that, in calculating the amount of liquidated damages payable the amounts due in respect to a preceding period where liquidated damages have been calculated shall not be included in calculating further liquidated damages. However, interest calculated at a rate of 24% per annum shall accrue and be paid by the Employer on any unpaid arrears, including liquidated damages, calculated from the original due date until the date of payment.

17:02 Pension Trust Fund

The Employer will contribute the amount set out in the respective wage scale for each hour earned by each Employee covered by this Agreement to the Iron Workers (Saskatchewan) Central Pension Trust Funds as established by the Committee.

17:03 Welfare Trust Fund

The Employer will pay two dollars and thirty-five cents (\$2.35) per hour for each hour worked by each Employee covered by this Agreement to the Iron Workers (Saskatchewan) Central Welfare Trust Fund as established by the Committee. Effective April 26, 2015 the contribution shall be two dollars and forty-five cents (\$2.45).

17:04 Trade Improvement Fund

The Employer will pay seventy-two cents (\$0.72) per hour for each hour worked by each Employee covered by this Agreement to the Iron Workers Trade Improvement Fund as established by the Committee. Effective April 26, 2015 the contribution shall be seventy-five cents (\$0.75).

17:05 IMPACT Fund

The Parties to this Agreement hereby acknowledge the IMPACT program adopted by the International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers and have agreed to jointly fund and participate in the IMPACT program of Western Canada..

Effective February 9, 2014, the Union shall contribute seven cents (\$0.07) per hour for each hour worked by each Employee. Effective April 27, 2014, the Union shall contribute nine cents (\$0.09) per hour for each hour worked by each Employee. Effective April 26, 2015, the Union shall contribute ten cents (\$0.10) per hour for each hour worked by each Employee.

Effective February 9, 2014, the Employer shall contribute seven cents (\$0.07) per hour for each hour worked by each Employee. Effective April 27, 2014, the Employer shall contribute nine cents (\$0.09) per hour for each hour worked by each Employee. Effective April 26, 2015, the Employer shall contribute ten cents (\$0.10) per hour for each hour worked by each Employee.

Prior to the expiry of this agreement, the parties will undertake a joint review of the operations and funding of the IMPACT and the Trade Improvement Funds.

Employer contributions shall be remitted to:

IMPACT
c/o International Association of Bridge, Structural,
Ornamental & Reinforcing Iron Workers
1138 Dewdney Avenue East
Regina, SK
S4N 0E2

The Local Union shall forward the contributions to IMPACT.

- 17:06 If the Employer does not submit the contributions for Pension and Welfare, Trade Improvement or IMPACT funds as set out above and the Union is required to take legal or other actions including the referral of grievances to arbitration to obtain the contributions, liquidated damages and/or interest due, the Employer shall reimburse the Union for any expense legal or otherwise incurred by the Union in connection with such actions.
- 17:07 Grievances under this Article concerning contributions, liquidated damages or interest owing shall be determined by a sole Arbitrator. Such grievances shall be processed in accordance with Article 9:00 unless the Employer fails to respond to the grievance or participate in the selection of an arbitrator. Where the Employer has failed or refused to respond to the grievance, the Union may refer the grievance to arbitration five (5) working days after the grievance was filed with the Employer. If the Employer does not participate in the selection of an arbitrator within the time frame specified in 9:07, the Union may refer the grievance directly to arbitration. If the Employer has not responded in writing to either the grievance or selection of an arbitrator within the time limits specified in Article 9:07, the Union may refer the grievance to an arbitrator of its choosing for disposition without a hearing.
- 17:08 Where Article 17:07 applies, the Union shall provide the Employer with written notice of its intention to rely on the provisions of this Article in referring the grievance to arbitration together with a copy of the Union's submissions to the arbitrator. The Employer shall have five (5) working days from receipt of the Union's written notice of arbitration and submissions to file a written response with the arbitrator.
- 17:09 Where an arbitrator proceeds under this Article, the arbitrator shall issue such order or orders as he or she deems appropriate having regard only to the written submissions of the Parties, if any. Further, the arbitrator shall order the Employer to pay for any expense, legal or otherwise, incurred by the Union in connection with such grievance, including the expenses of the arbitrator.
- 17:10 The Union may in its sole discretion require new or delinquent Employers to deposit with the Trustees a cash bond in any amount up to and including \$40,000 and shall replenish such bond as may be required by the Union. The Trustees are authorized by this Article to draw upon the bond of a delinquent Employer. The drawing from a bond is in addition to any other remedy available to the Union in cases of Employer violations of this Article. It shall not be a violation of this Agreement, *The Trade Union Act* or *The Construction Industry Labour Relations Act, 1992* if the supply of labour is withheld due to the non-payment of Pension or Welfare contributions by an Employer.

ARTICLE 18:00 SAVINGS CLAUSE

- 18:01 It is assumed by the Parties hereto that each provision of this Agreement is in conformity with all applicable laws of Saskatchewan and Canada. Should it later be determined that it would be a violation of any statute to comply with any provision of this Agreement, the Parties hereto agree to re-negotiate such provision or provisions of this Agreement for the purpose of making them conform to such statute, and the other provisions of this Agreement shall remain unaffected.

ARTICLE 19:00 SPECIAL PROJECTS CLAUSE

19:01 The Employer and the Union agree to meet and give serious consideration to amending certain provisions of this Collective Agreement, by way of a Letter of Understanding, where this action is deemed necessary and appropriate by the Employer or the Union for certain projects where the Employer is facing competition in securing the work under the Terms and Conditions of this Agreement. The parties will meet within three (3) working days of a request to do so or as soon as practical thereafter. The Employer shall furnish the Union with evidence of unfair competition.

ARTICLE 20:00 CONTRACT ADMINISTRATION AND INDUSTRY DEVELOPMENT FEES

20:01 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.

20:02 The CODC Construction Opportunities Development Council Inc. ("CODC") has been incorporated to administer funds contributed on behalf of both the Iron Workers Local 771 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.

20:03 Each Employer shall remit the total contributions in this Article 20:03 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.

CODC Fund	\$0.03/hour	(Plus GST)
CLR	\$0.10/hour	(Plus GST)
CODC Fund	<u>\$0.03</u> /hour	(Plus GST)
TOTAL	<u>\$0.16</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.

20:04 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.

20:05 In the event of a failure on the part of any Employer to contribute the funds as required in this Article, the Iron Workers Local 771 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 Iron Workers Local 771 or CLR in its own name against the subject Employer. Such a grievance may be referred by the Iron Workers Local 771 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 Iron Workers Local 771 or CLR and the subject Employer. The unsuccessful party shall pay the costs of the Arbitrator. The Iron Workers 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 21:00 DURATION OF AGREEMENT

21:01 The Agreement shall be effective from February 9, 2014 and shall remain in full force and effect until midnight, April 30, 2017, and thereafter from year to year provided that at any time not more than sixty (60) days and not less than thirty (30) 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 or successor statute, 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 ____ day of _____, 2014.

SIGNED ON BEHALF OF: INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS, LOCAL 771

Colin Daniels
Business Manager

Wayne Worrall Jr.
President and Business Agent

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

Dana Paidel
Trade Division Chairperson

Warren Douglas
Executive Director

APPENDIX A EMPLOYEE TERMINATION RECORD

Name: _____ Date: _____

Address: _____

City/Province: _____

Phone: (_____) _____

Project: _____ Project #: _____

Reason for Termination:

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

Other - Explain: _____

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

Other Monies Owing: _____

Supervisor _____ Date _____

Employee _____ Date _____

** Employee's Signature Verifies That Final Hours, etc. Are Correct
 ** Employee To Be Given A Copy, Supervisor To Retain Original
 ***Upon a specific request by the Union, the Employer shall forward a copy of an employee's Termination Record form.
 It is not intended that such forms be requested by the Union for all employees.

APPENDIX B LEAVE OF ABSENCE REQUEST

CONTRACTOR: _____ PROJECT: _____

NAME: _____ DATE: _____

CRAFT & BADGE #: _____ TOTAL # OF HOURS REQUESTED: _____

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

DATE: _____ TIME OF ABSENCE: _____

IF MORE THAN 8 HOURS:

LAST DAY TO BE WORKED BEFORE TIME OFF: _____

FIRST DAY TO BE WORKED AFTER TIME OFF: _____

REASON FOR ABSENCE: _____

APPROVED: _____ YES _____ NO

REASON FOR NON-APPROVAL: _____

SUBSISTENCE APPROVED: _____ YES _____ NO

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 a specific request by the Union, the Employer shall forward a copy of an employee's Leave of Absence form. It is not intended that such forms be requested by the Union for all employees.

APPENDIX C

COMMERCIAL/INSTITUTIONAL WORK

For Commercial and Institutional work, the terms and conditions set forth in this Appendix shall supersede the terms and conditions in the main body of the collective agreement.

1. Classification and Wage Rates

The minimum wage rate for Journeymen Iron Workers shall be as follows:

Structural

a) Effective February 9, 2014

Classification	%	Basic Hourly Rate	Recog Holiday Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust	Trade Improve Fund	Total Package
General Foreman		46.29	2.08	2.90	2.35	7.14	0.72	\$61.48
Foreman		40.79	1.84	2.56	2.35	7.14	0.72	\$55.40
Journeyman		35.79	1.61	2.24	2.35	7.14	0.72	\$49.85
Apprentice (hours)								
5400 or more	100	35.79	1.61	2.24	2.35	7.14	0.72	\$49.85
3600-5399	85	30.42	1.37	1.91	2.35	6.07	0.72	\$42.84
1800-3599	70	25.05	1.13	1.57	2.35	5.00	0.72	\$35.82
0-1799	60	21.47	0.97	1.35	2.35	4.28	0.72	\$31.14

b) Effective April 27, 2014

Classification	%	Basic Hourly Rate	Recog Holiday Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust	Trade Improve Fund	Total Package
General Foreman		46.92	2.11	2.94	2.35	7.26	0.72	\$62.30
Foreman		41.42	1.86	2.60	2.35	7.26	0.72	\$56.21
Journeyman		36.42	1.64	2.28	2.35	7.26	0.72	\$50.67
Apprentice (hours)								
5400 or more	100	36.42	1.64	2.28	2.35	7.26	0.72	\$50.67
3600-5399	85	30.96	1.39	1.94	2.35	6.17	0.72	\$43.53
1800-3599	70	25.9	1.15	1.60	2.35	5.08	0.72	\$36.39
0-1799	60	21.85	0.98	1.37	2.35	4.36	0.72	\$31.63

c) Effective April 26, 2015

Classification	%	Basic Hourly Rate	Recog Holiday Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust	Trade Improve Fund	Total Package
General Foreman		48.30	2.17	3.03	2.45	7.26	0.75	\$63.96
Foreman		42.30	1.90	2.65	2.45	7.26	0.75	\$57.31
Journeyman		37.30	1.68	2.34	2.45	7.26	0.75	\$51.78
Apprentice (hours)								
5400 or more	100	37.30	1.68	2.34	2.45	7.26	0.75	\$51.78
3600-5399	85	31.71	1.43	1.99	2.45	6.32	0.75	\$44.65
1800-3599	70	26.11	1.17	1.64	2.45	5.21	0.75	\$37.33
0-1799	60	22.38	1.01	1.40	2.45	4.46	0.75	\$32.45

d) Effective May 1, 2016

Classification	%	Basic Hourly Rate	Recog Holiday Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust	Trade Improve Fund	Total Package
General Foreman		49.61	2.23	3.11	2.45	7.51	0.75	\$65.66
Foreman		43.61	1.96	2.73	2.45	7.51	0.75	\$59.01
Journeyman		38.61	1.74	2.42	2.45	7.51	0.75	\$53.48
Apprentice (hours)								
5400 or more	100	38.61	1.74	2.42	2.45	7.51	0.75	\$53.48
3600-5399	85	32.82	1.48	2.06	2.45	6.54	0.75	\$46.10
1800-3599	70	27.03	1.22	1.70	2.45	5.39	0.75	\$38.54
0-1799	60	23.17	1.04	1.45	2.45	4.62	0.75	\$33.48

Reinforcing

a) Effective February 9, 2014

Classification	%	Basic Hourly Rate	Recog Holiday Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust	Trade Improve Fund	Total Package
General Foreman		40.70	1.83	2.55	2.35	6.02	0.72	\$54.17
Foreman		35.20	1.58	2.21	2.35	6.02	0.72	\$48.08
Journeyman		30.20	1.36	1.89	2.35	6.02	0.72	\$42.54
Apprentice (hours)								
4000 or more	100	30.20	1.36	1.89	2.35	6.02	0.72	\$42.54
3000-3999	85	25.67	1.16	1.66	2.35	5.12	0.72	\$36.63
1500-2999	70	21.14	0.95	1.33	2.35	4.22	0.72	\$30.71
0-1499	60	18.12	0.82	1.14	2.35	3.61	0.72	\$26.76

b) Effective April 27, 2014

Classification	%	Basic Hourly Rate	Recog Holiday Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust	Trade Improve Fund	Total Package
General Foreman		41.30	1.86	2.59	2.35	6.14	0.72	\$54.96
Foreman		35.80	1.61	2.24	2.35	6.14	0.72	\$48.86
Journeyman		30.80	1.39	1.93	2.35	6.14	0.72	\$43.33
Apprentice (hours)								
4000 or more	100	30.80	1.39	1.93	2.35	6.14	0.72	\$43.33
3000-3999	85	26.18	1.18	1.64	2.35	5.22	0.72	\$37.29
1500-2999	70	21.56	0.97	1.35	2.35	4.30	0.72	\$31.25
0-1499	60	18.48	0.83	1.16	2.35	3.68	0.72	\$27.22

c) Effective April 26, 2015

Classification	%	Basic Hourly Rate	Recog Holiday Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust	Trade Improve Fund	Total Package
General Foreman		42.52	1.91	2.67	2.45	6.28	0.75	\$56.58
Foreman		36.52	1.64	2.29	2.45	6.28	0.75	\$49.93
Journeyman		31.52	1.42	1.98	2.45	6.28	0.75	\$44.40
Apprentice (hours)								
4000 or more	100	31.52	1.42	1.98	2.45	6.28	0.75	\$44.40
3000-3999	85	26.79	1.21	1.68	2.45	5.34	0.75	\$38.22
1500-2999	70	22.06	0.99	1.38	2.45	4.40	0.75	\$32.03
0-1499	60	18.91	0.85	1.19	2.45	3.77	0.75	\$27.92

d) Effective May 1, 2016

Classification	%	Basic Hourly Rate	Recog Holiday Pay 4.5%	Vac Pay 6%	Health and Welfare	Pension Trust	Trade Improve Fund	Total Package
General Foreman		43.77	1.97	2.74	2.45	6.53	0.75	\$58.21
Foreman		37.77	1.70	2.37	2.45	6.53	0.75	\$51.57
Journeyman		32.77	1.47	2.06	2.45	6.53	0.75	\$46.03
Apprentice (hours)								
4000 or more	100	32.77	1.47	2.06	2.45	6.53	0.75	\$46.03
3000-3999	85	27.85	1.25	1.75	2.45	5.55	0.75	\$39.60
1500-2999	70	22.94	1.03	1.44	2.45	4.57	0.75	\$33.18
0-1499	60	19.66	0.88	1.23	2.45	3.92	0.75	\$28.89

2. Overtime

All hours worked in excess of the regular work day as established in Article 10.01 shall be classified as premium time and paid at one and one half (1.5) times the rate.

Scheduled overtime shall be avoided whenever possible. From 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.

3. Call Outs

An Employee called out for work after he has completed his regular shift and has gone home shall be given not less than two (2) hours' work, or if the work is not available, shall be paid for two (2) hours at the overtime rate.

The Company may call men out to unload or to do such work as may be necessary to protect property during inclement weather. The Employee shall receive not less than two (2) hours' pay at the appropriate rate (ie. straight time or overtime) for each time called out.

4. Apprentices

The employer may hire up to the maximum number of apprentices pursuant to the Saskatchewan Apprenticeship and Trade Certification Commission regulations.

APPENDIX D

COMPETITIVE SCHEDULES

FOURTEEN DAYS ON; SEVEN DAYS OFF

Day	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	Hours Worked	Hours Paid
REG		10	10	10	10				10	10	10	10			80	80
1.5X						10							10		20	30
2X	10						10	10						10	40	80

Working a scheduled day off will be on a voluntary basis. If a worker voluntarily works his/her scheduled days off, it will not cause a disruption in the regular shift pattern.

TEN DAYS ON; FOUR DAYS OFF

Day	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	Hours Worked	Hours Paid
REG			10	10	10	10			10	10	10	10			80	80
1.5X															0	0
2X							10	10							20	40

If an Employee works hours outside the above shift pattern, weekdays (Monday to Friday) will be at time and one-half (1.5X) and weekends (Saturdays and Sundays) will be a double time (2.0X). Working a scheduled day off will be on a voluntary basis.

ELEVEN DAYS ON; THREE DAYS OFF

Day	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	Hours Worked	Hours Paid
REG		8	8	8	8	8			8	8	8	8			72	72
1.5X		2	2	2	2	2			2	2	2	2			18	27
2X							10	10							20	40

If an employee works on the scheduled Friday off, it will be at eight (8) hours straight time and two (2) hours at time and one-half (1.5X). Working a scheduled day off will be on a voluntary basis.