

Memorandum of Agreement between UA Local 179 and the CLRS for the Refrigeration Agreement for the Province of Saskatchewan

Italics – Current Language, **Bold** – New Language, ~~Strikethrough~~ – Deletion of Current Language

1. Amend References to Safety Construction Orientation Training (SCOT) Course in 5:02, 11:05 and throughout the agreement replace ~~Vicom Safe T Disc or CSTS~~ with **Safety Construction Orientation Training (SCOT)**
2. Article 5:00 – New language to be added regarding Inactive Workers:
Work referral slips will not knowingly be issued by the Union to members who are inactive while on the EFAP Alcohol & Drug program nor will these members be knowingly dispatched to a contractor and or jobs site by the union, nor will they knowingly be hired by the Employer.
3. Amend Article 7:05 – occupied premises:
In occupied premises where it is deemed necessary to secure the work, the work day and the work week may be adjusted **by mutual agreement between the Employer, Employee and the Union with forty-eight (48) hours' notice given to the Employee.** ~~*Such adjustment will be done on a project to project basis through the enabling provision of this agreement.*~~
4. Amend Article 8:01 – Amend ~~'Dominion Day'~~ to **Canada Day**
5. Amend Article 9.01 – Free Zone
Add a paragraph:
The signatories hereto agree that no transportation, travel time, and room and board shall apply to those hired from local area sources. The free zone applicable to a Member hired from local area sources shall be the same fifty (50) kilometres free zone from the city, town, village, or community where he maintains residence as would apply to residents of areas described above.
6. Amend Article 9:00 – mileage.
Replace all references to ~~'fifty-two cents'~~ with **"maximum CRA rate"**
7. Amend Article 10:03 – work week
Add an additional sentence: **The work week for payroll purposes shall end on Saturday**
8. Amend Article 10:07 – digital pay stubs
Amend pay stubs to allow for them to be **sent digitally if the Employee provides the Employer with an email address.**
9. New Article 11:07 – **The Union Agrees to reimburse the Employer for any cost resulting from a pre-access Alcohol and Drug test that is missed by a member without a bona fide reason.**
**Note outside agreement: Within three (3) months of ratification, the Union and Employer will develop a process for determining bona fide reasons.*
10. Add to Article 12:02:
New paragraph: **Apprentices will not be paid beyond their demonstrated Saskatchewan Apprentice and Trade Certification Commission level, unless mutually agreed upon by the Employer and the Union.**

11. Amend Article 18:00 to comply with Legislation:

*This agreement comes into full force on ~~December 26, 2010~~ **November 1, 2014**, and shall remain in full force and effect until ~~October 31, 2014~~ **April 30, 2017**, and thereafter from year to year provided that at any time not more than ~~sixty (60) days~~ **one hundred twenty (120) days** and not less than ~~thirty (30) sixty (60) days~~ nor before the expiry date or any extended term thereof, either party may give to the other Party written notice to negotiate a revision of the agreement and should such notice be given, the Parties, shall, in accordance with the Saskatchewan Trade Union Act, bargain collectively with a view to renewal or revision of this agreement or the conclusion of a new Agreement.*

12. Amend Appendix A7 (j) – replace all references to “Human Solutions” with “**EFAP provider**”

13. Change name of “UA Local 179 Political Action Fund” to “**UA Local 179 Government Relations Fund**” throughout the agreement.

14. Amend Industry Service Fund

*~~Effective December 26, 2010~~ The Employer shall contribute the ~~sum of forty three (\$0.43)~~ **amount established in the respective wage scale** per hour for every hour of labour worked by his Employees covered by the terms of this agreement. **Of the contribution amount, fifteen cents (\$0.15) will be internally allocated to the Organizing Fund. Five cents (\$0.05) will be internally allocated to the UA Local 179 Facility Future Building Fund.***

15. Amend Trust Fund Language – replace all specific dollar references in the agreement to read “**amount established in the respective wage schedules**”

16. **Appendix A2 – amend language:**

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

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

17. Appendix A7 (b) – Pro-rate pension contributions for Apprentices. Currently all members receive the same rate of pay for pensions per hour.

The Employer shall contribute to the Pension Fund on behalf of each Apprentice based on the following:

Year One	1 st six months	45% of Journeyman pension
	2 nd six months	50% of Journeyman pension
Year Two	2 nd twelve months	60% of Journeyman pension
Year Three	3 rd twelve months	75% of Journeyman pension
Year Four	A period of at least 12 months	85% of Journeyman pension
Year Four	Completion of Level 4	90% of Journeyman pension

18. Amend Appendix C 2.2 – Amend travel time in Service Appendix

Travel Time – Service Calls

~~Overtime rates for travel will apply to all hours worked beyond~~ **When a service call exceeds eight (8) hours in a day in the case of a five (5) day work schedule, or in excess of ten (10) hours in a day in the case of a four (4) day work schedule, overtime rates for travel will apply.**

19. Amend C 3.8 – Boot allowance:

*This clause shall be deemed to include steel toed safety boots which shall be reimbursed to a maximum of ~~one hundred dollars (\$100.00)~~ **one hundred and twenty dollars (\$120.00)** annually with the submission of a receipt.*

20. Add new letter of Understanding regarding UA Standard for Excellence (As per Industrial Agreement). A copy is included in this package.

21. Add premium for employees who have both a General Gas Fitters License and Five years' experience:

Employees holding a General Gas Fitter Installers License and have five (5) years' experience as a Journeyman Refrigeration Mechanic will receive a one dollar (\$1.00) premium added to their base wage.

22. Wages:

Effective Date – 3.5% increase on Journeyman Total Package (\$1.79)

Effective November 1, 2015 – 3.47% increase on Journeyman Total Package (\$1.84)

Effective October 30, 2016 – 2.34% increase on Journeyman Total Package (\$1.28)

Recommendation for allocation of wage increases:

-\$0.75 over agreement on Pension (recommendation from the Pension, Health & Welfare Committee)

-\$0.10 increase to Education Trust Fund (recommendation from the Joint Training Committee)

-\$0.01 increase to the Industry service fund: to be contributed to Helmets to Hardhats. (Recommendation from the Refrigeration Negotiations Committee)

All other money gets applied to wage increases.

(Full wage summaries with two options for the allocation of funds are attached)

23. Agreement to Expire on July 31, 2017

LETTER OF UNDERSTANDING

BETWEEN

**EACH OF THE UNIONIZED EMPLOYERS IN THE PLUMBER/PIPEFITTER TRADE DIVISION
OF THE CONSTRUCTION INDUSTRY (for Industrial Construction) ON WHOSE BEHALF CLR
CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF SASKATCHEWAN INC., AS THE
REPRESENTATIVE EMPLOYERS' ORGANIZATION HAS ENTERED INTO THIS**

AGREEMENT;

(Hereinafter referred to as the "EMPLOYER")

- AND -

**LOCAL 179 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA;**

(Hereinafter referred to as the "UNION")

Re: UA Canadian Standard for Excellence

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

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

This Letter of Understanding shall expire the same day as the Saskatchewan Refrigeration Agreement.

Signed this ____ day of _____, 2014.

For the Union

For the Employer

