

**I
N
D
U
S
T
R
I
A
L**

PROVINCIAL SHEET METAL WORKERS' AGREEMENT

(For Industrial Construction in the Province of Saskatchewan)

THIS AGREEMENT ENTERED INTO BETWEEN:

EACH OF THE UNIONIZED EMPLOYERS IN THE SHEET METAL TRADE DIVISION OF THE CONSTRUCTION INDUSTRY (HEREINAFTER REFERRED TO AS THE "EMPLOYER") 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 SHEET METAL AIR RAIL AND TRANSPORT WORKERS (SMART) LOCAL UNION 296, SASKATCHEWAN:

(Hereinafter Referred to as the "UNION")

**Effective April 30, 2023
Expires April 30, 2028**

SASKATCHEWAN STANDARDS OF UNION CONSTRUCTION

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

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

Adopted December 17, 1993

Trade Unions Affiliated With:

Saskatchewan Provincial Building
And Construction Trades Council

Unionized Employers as Represented By:

CLR Construction Labour Relations
Association of Saskatchewan Inc.

Index

Index	3
DEFINITIONS	4
ARTICLE 1:00 PURPOSE AND SCOPE.....	7
ARTICLE 2:00 SPECIAL PROJECTS	7
ARTICLE 3:00 UNION RECOGNITION, SUBCONTRACTING	7
ARTICLE 4:00 UNION SECURITY, HIRING, JOB ACCESS, STEWARDS.....	8
ARTICLE 5:00 TERMINATION OF EMPLOYMENT	11
ARTICLE 6:00 MANAGEMENT RIGHTS	11
ARTICLE 7:00 JOINT LABOUR MANAGEMENT COMMITTEE	12
ARTICLE 8:00 NO STRIKE / NO LOCKOUT	12
ARTICLE 9:00 GRIEVANCE PROCEDURE AND ARBITRATION.....	12
ARTICLE 10:00 JURISDICTION DISPUTES RESOLUTION	15
ARTICLE 11:00 PRE-JOB AND MARK-UP CONFERENCES, JURISDICTION AND ASSIGNMENT OF WORK	15
ARTICLE 12:00 HOURS OF WORK, OVERTIME, SHOW UP TIME, CALL OUTS, SHIFTS, REST BREAKS	16
ARTICLE 13:00 RECOGNIZED HOLIDAYS AND VACATION.....	19
ARTICLE 14:00 WAGE SCALES, PAYMENT OF WAGES, FRINGE BENEFITS	20
ARTICLE 15:00 GENERAL WORKING CONDITIONS.....	22
ARTICLE 16:00 TOOLS AND EQUIPMENT	23
ARTICLE 17:00 SAFETY AND PRODUCTIVITY	24
ARTICLE 18:00 TRANSPORTATION EXPENSES.....	26
ARTICLE 19:00 CAMPS/COMMERCIAL ACCOMMODATION/ SUBSISTENCE.....	27
ARTICLE 20:00 BUILDING TRADES PER CAPITA DEDUCTION.....	29
ARTICLE 21:00 CONTRACT ADMINISTRATION AND INDUSTRY DEVELOPMENT FEES.....	30
ARTICLE 22:00 FAVOURED NATIONS.....	31
ARTICLE 23:00 GENDER.....	31
ARTICLE 24:00 ENABLING AGREEMENT TERMS AND PROCEDURES.....	31
ARTICLE 25:00 MARKET RECOVERY PROGRAM	31
ARTICLE 26:00 SKILLS ENHANCEMENT TRAINING PROGRAM.....	31
ARTICLE 27:00 DURATION OF AGREEMENT	32
APPENDIX "A" - INDUSTRIAL FIELD	33
APPENDIX "B" - INDUSTRIAL SHOPS	39
APPENDIX "C" - ENABLING PROCEDURES.....	46
APPENDIX "C" - PRE-ENABLING CLAUSE INFORMATION SHEET	48
APPENDIX "C" - POST ENABLING CLAUSE INFORMATION SHEET	49
APPENDIX "D" - EMPLOYEE SIGN-ON FORM	50
APPENDIX "E" - EMPLOYEE TERMINATION RECORD	51
APPENDIX "F" - LEAVE OF ABSENCE REQUEST	52
APPENDIX "G" - COMPETITIVE SCHEDULING	53
APPENDIX "H" ALCOHOL AND DRUG TEST FAILURES	54
LETTER OF UNDERSTANDING #1	55
LETTER OF UNDERSTANDING #2.....	56
LETTER OF UNDERSTANDING.....	57

DEFINITIONS

- APPRENTICE – 4TH YEAR** - as defined in the Apprenticeship Standards.
- APPRENTICE – 3RD YEAR** - as defined in the Apprenticeship Standards.
- APPRENTICE – 2ND YEAR** - as defined in the Apprenticeship Standards.
- APPRENTICE – 1ST YEAR** - as defined in the Apprenticeship Standards.
- BUILDING TRADES COUNCIL OR SPB & CTC** - means the Saskatchewan Provincial Building and Construction Trades Council.
- CLR** - means CLR Construction Labour Relations Association of Saskatchewan Inc.
- COMMERCIAL WORK** - means all other construction work not specifically covered by the definition of Industrial Work that is within the jurisdiction of Local Union No. 296.
- COMPANY** - means a Contractor referred to in this agreement, engaged in Sheet Metal Work as defined in the Saskatchewan Apprenticeship and Trade Certification Act and will further include any shareholder(s) holding a Major equity or control therein who shall perform or cause to be performed, any work covered by this agreement under its own name or under the name of another as a person, corporation, company, partnership, enterprise, associate, combination or joint venture. The term Company shall further apply to all such work performed under the name of the Employer, or the name of any other person, corporation, company, partnership, enterprise, associate combination or joint venture. And finally, the term company will include any "Parallel Business, Service Company, or Holding Company (s)" who is employing workers; and "New Acquisition Company (s)" who is employing workers engaged in the Mechanical Trades defined above.
- EMPLOYEE** - means Journeypersons Sheet Metal Workers/Welders and Registered apprentices according to Provincial Government classification as the case may be and a member in good standing of the International Association of Sheet Metal Air Rail and Transport Workers (SMART), Local 296 Saskatchewan.

EMPLOYER

- means the Company subject to this Agreement and shall include any Officer, Agent, Superintendent, or other representative acting in any way for or on behalf of an Employer.

EQUIVALENT

- where the term equivalent is used throughout this agreement, the Parties shall, by mutual agreement, determine any question regarding equivalency.

INDUSTRIAL CONSTRUCTION

- means all construction work that is within the work jurisdiction of Local Union No. 296 in respect to the following types of facilities:

- Breweries and distilleries
- Electrical Power Generation
- The development of Mining and Smelting Properties
- Oil Refineries, Upgraders, and all form of hydro carbon production, extraction or processing
- The development of Chemical Plants from any and all forms of feed stocks or other processing
- Pulp, Paper or Timber/Wood processing mills or sawmills
- Toxic Waste Disposal Systems
- Production and Processing Plants for Natural Gas, LPC, Oxygen, Carbon Dioxide or any other manufactured gases
- Base/Precious/Other Metal Production Plants or Upgraders of any and all kinds
- Pumping Stations and Compressor Stations (excluding Municipal Sewage & Water Treatment Plants)
- Cement, Lime and Gypsum Plants
- Food Processing (over 50,000 Square feet)
- Grain Elevator
- Glass Manufacturing
- Heavy Manufacturing (over \$1,000,000.00 - one million dollars-total mechanical)

**INDUSTRIAL & COMMERCIAL
WORK ON INDUSTRIAL SITES**

- a) On industrial sites, all work within the confines of the plant shall be classified industrial
- b) All heating, ventilation comfort control systems and sheet metal work on camp and administration buildings/areas shall be classified as commercial.

JOURNEYPERSON - means a Local Union 296 Journeyperson as defined in the Apprenticeship Standards.

1ST YEAR JOURNEYPERSON - means a Journeyperson who has completed less than 9000 hours and who has not completed at least three (3) certified courses approved by the Educational Trust Committee.

KM - means kilometer by road (not radius).

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

LOCAL UNION OR UNION - means the International Association of Sheet Metal, Air, Rail and Transport Workers (SMART), Local 296 Saskatchewan.

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

Further, for compulsory trades, qualified shall also mean to include enrollment in or completion of apprenticeship training programs, the successful pass of exams and having worked the required hours of the apprenticeship training program requirement.

RESIDENCE - an Employee's residence is the place where they permanently maintain a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which they reside.

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

- Income Tax Assessment
- Property Tax Assessment
- Employment Insurance
- Utilities Receipt
- Drivers License

For travellers from outside Saskatchewan only:

- traveller may present a travel card document from their home local union to the

Saskatchewan local union, which includes the worker's home local union membership number, plus any one of the 5 documents required above.

SERVICE WORK

- means the repair or maintenance of mechanical equipment only (examples but not limited to the following: furnaces, boilers, rooftop units, air conditioners and chillers). Service work does not include the manufacture or installation of duct work or duct systems.

SHOP

- means the principal place of fabrication for a company. This excludes temporary or mobile facilities or facilities erected for a specific project or jobsite.

ARTICLE 1:00

PURPOSE AND SCOPE

- 1:01 This agreement made and entered into by the parties specified above, establishes by mutual consent of both parties, specific rules and regulations to govern employment wage scales and working conditions within the geographical jurisdiction (herein defined) of Members of Local Union 296 Saskatchewan and in the employ of the Employers subject to this Agreement.
- 1:02 The parties of this Agreement agree to carry out in good faith the provisions contained herein.
- 1:03 The geographical jurisdiction of this Agreement shall be the Province of Saskatchewan.
- 1:04 This agreement includes provisions to pay reasonable expenses on behalf of the Employees. The payment of reasonable expenses is not intended to provide supplementary income. The Employer may require each Employee who receives an expense reimbursement or allowance to sign a Canada Customs and Revenue Agency TD4E (13) Declaration of Exemption form, or its equivalent, declaring that they qualify for and have incurred expenses in the amount of the reimbursement or allowance.

ARTICLE 2:00

SPECIAL PROJECTS

- 2:01 It shall be necessary for both Parties to mutually agree to amend provisions of this Collective Agreement by way of Appendices, where this action appears necessary or appropriate for certain projects because of the project location, type or size, or the Owner's specifications.

ARTICLE 3:00

UNION RECOGNITION, SUBCONTRACTING

3:01 Union Recognition

The Sheet Metal Trade shall apply in the manner and conditions specified herein to the manufacture, fabrication, assembling, erection and/or installation, dismantling, all sheet metal work and all other work in connection thereto included in the jurisdictional claims of the International Association of Sheet Metal Air Rail and Transport Workers (SMART) and none but Journeypersons Sheet Metal Workers/Welders, Registered Apprentices, Beginners,

In the event that the Union, upon request by an Employer, cannot supply any or all of the requested number of Sheet Metal Workers within two (2) working days following the request, then the Employer shall have the right to procure Sheet Metal Journeypersons and/or Apprentices from other available sources.

The Employers agree to clear all applicants for employment through the Union before starting work. All applicants are requested to have a referral slip in their possession.

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

On all projects the Employer shall be allowed to choose or name hire the first fifty per cent (50%) of the new Employees requested. The Sheet Metal Union Local 296 Saskatchewan shall supply the additional fifty per cent (50%) from the top of the Union unemployed list.

The Employer is allowed to call back all their workers from the Union's unemployed list who have previously been in their employ for a period of one (1) year in the last two (2) years.

Employers may hire Employees and the Union shall issue referral slips and/or clearance to Employees in accordance with the following priority:

- Qualified Saskatchewan Union Members whose residences are located within one hundred (100) kilometres of the project.

Where the Union is unable to supply the requested number of apprentices, the Employer may start new apprentices. Upon reporting for work, all new Apprentices must be reported to the International Association of Sheet Metal Air Rail and Transport Workers (SMART) Local Union 296. Apprentices must be indentured through the JATC immediately to comply with the Saskatchewan Apprenticeship Trade Certification Regulations. The ratio of apprentices to Journeyperson shall not exceed the ratio established by the Saskatchewan Apprenticeship and Trade Certification Commission. It is the intent that the Employer may, from time to time, be able to start and hire new apprentices.

Employee Sign-on Form

Prior to starting work, an Employee shall provide to the Employer a completed Employee Sign-on Form (or equivalent), included as Appendix "D" to this Agreement.

Employee Termination Record

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

4:04 It is hereby agreed that the Employer will not hire any person or persons other than Journeyperson Sheet Metal Workers, Registered Apprentices, Beginners, or Material Handlers. This clause will, however, permit those persons, who are engaged by the various Employers subject to this Agreement in classifications other than Journeyperson Sheet Metal

Workers, Registered Apprentices or Beginners, to complete their training to obtain Journeyman status.

Moonlighting

Employees, when working for an Employer subject to this agreement, shall not engage in any Sheet Metal Work or other work for which they receive remuneration, except work done for themselves on their own premises. Any Employee covered by this Agreement, who, while in full employment of a signatory Employer engages in any other work in any occupation after hours shall be subject to disciplinary action by the Employer and the Union.

4:05 Forepersons

- a) It is the intent of both parties to this Agreement that the term "Foreperson" shall mean any Journeyman Sheet Metal Worker of a signatory Employer who is designated by such Employer to supervise the activities of other Employees.
- b) The Employer shall designate a Journeyman Sheet Metal Worker as a "B" Foreperson when five (5) to ten (10) workers (inclusive of the Foreperson) are employed on any jobsite. The employer shall designate a Journeyman Sheet Metal Worker as an "A" Foreperson when over ten (10) workers are employed on any jobsite.
- c) An "A" Foreperson shall be permitted to supervise multiple crews to a limit of twenty (20) workers on any one (1) jobsite.

4:06 Job Access

The duly authorized Business Manager or Business Agent for Local Union 296 shall have access to jobs and/or shops only with the permission of the Employer and it is understood that the progress of the work in hand shall not be interfered with in any way.

4:07 Stewards

The Employers agree to recognize the Shop and Job Stewards and one shall be appointed for each shop and/or each job site. The Steward shall be a working Journeyman, with preference given to persons who have completed a Steward Training Course applicable to this trade. It shall be the responsibility of the Union to notify the individual Employer of the names of the Stewards in their establishment and the effective date of the said Steward's appointment or any changes that may be made from time to time in this connection.

- a) It shall be the duty of Stewards to observe conditions of employment and the conduct of the members and to see that the conditions of the existing Agreement are complied with; to assist whenever possible in adjusting differences and misunderstandings which arise out of the interpretation of the application of the provisions of the existing Agreement in connection with the employment of members in the shop or on the job.
- b) If willing to work, where all other qualifications are equal, the Job Steward will have preference to work on overtime. The Steward will not be dismissed without discussion with the Business Representative.

Shop Stewards shall be allowed working time off when acting on a grievance provided they request permission from their Foreperson or immediate supervisor before acting on such grievance and they report to their Foreperson or supervisor on resuming their normal duties and will give reasonable explanation if required. No allowance will be given for time taken during working hours for organizational work or other matters of Union nature not pertaining to a grievance.

The Employer subject to this Agreement shall grant leave of absence to the Shop Stewards or other members of the Union for a period not exceeding two (2) weeks in any year for the purpose of attending to such duties as may be delegated to the said Employee(s). Notice of seven (7) days in writing must be made by the Employee concerned. Such leave of absence as may be granted to the Employee shall be without pay. This clause shall not be used for walkout.

No Employee shall be discharged or discriminated against for their activity as a Union member. A Member who works on Committee or under the instructions of the Union shall not be discriminated against or lose their employment for such reasons.

4:08 Job Jumping

Employees who voluntarily terminate their employment with an employer on a project site will not be eligible for hire by another employer on the same site for a period of fifteen (15) days, unless the reasons for self-termination are satisfactory to the first employer and the union.

ARTICLE 5:00 TERMINATION OF EMPLOYMENT

5:01 The Employer shall have the right to determine the competency of its Employees and to discharge or refuse to employ in its discretion any Employee for any just and sufficient cause. The Employer agrees, however, that no Employee shall be discriminated against by reason of their membership in the Union, or their participation in its lawful activities.

5:02 Subject to apprenticeship regulations, should it be necessary to reduce the working force on the job, the employer agrees to layoff or terminate their employees qualified to do the work in the following sequence:

1. Probationary Members
2. Members of a sister local union (travellers)
3. Based on ability and performance

ARTICLE 6:00 MANAGEMENT RIGHTS

6:01 The Union agrees that it is in the exclusive jurisdiction of the Employer to exercise the usual functions of management, including, but not so as to restrict the generality of the foregoing, the right;

- a) To conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the kinds and locations of machines, tools, and equipment to be

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

9:02 Grievance by the Employer or the Union

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

- Step I:** The aggrieved party shall discuss their complaint with their Steward and the Foreperson or immediate Supervisor, who shall endeavour to settle this complaint.

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

- Step III:** If the grievance is not settled within thirteen (13) working days, excluding Saturday, Sunday and recognized holidays, from the date of the occurrence giving rise to the grievance, either party may request that the grievance be referred to the Business Manager of Local 296 and the Head Office of the Employer. If the grievance is not settled within twenty three (23) working days excluding Saturday, Sunday and recognized holidays, from the date there is evidence of a grievance having occurred, the grievance shall proceed to Arbitration at the request of either party.

Optional Grievance Mediation

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

1. The parties shall not refer a grievance to a grievance mediator unless they have agreed on the nature of any issues in dispute.
2. On a joint request by the parties, the Minister of Labour shall appoint a grievance mediator.
3. A grievance mediator appointed by the Minister shall begin proceedings within ten (10) days after being appointed or on any day that the parties jointly request.
4. Where the parties jointly request the appointment of a grievance mediator pursuant to this section, any provisions of the collective bargaining Agreement that impose a limitation of time with respect to the reference of a grievance to arbitration are deemed to be inoperative.

5. The grievance mediator shall endeavour to assist the parties to settle the grievance by mediation.
6. If the parties are unable to settle the grievance by mediation, the grievance mediator shall endeavour to assist the parties to agree on the material facts in dispute, and then the parties may determine the grievance in accordance with the arbitration provisions commencing with Step IV.

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

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

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

Arbitration

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

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

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

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

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

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

ARTICLE 10:00

JURISDICTION DISPUTES RESOLUTION

10:01 Jurisdictional disputes involving workers employed under this Collective Agreement shall henceforth be resolved under the provisions of the Canadian Jurisdictional Disputes Plan in accordance with its rules and regulations and without work stoppage, slow down or other lack of production, and it is further agreed that a jurisdictional dispute shall in no way interfere with the progress or prosecution of work.

ARTICLE 11:00

**PRE-JOB AND MARK-UP CONFERENCES,
JURISDICTION AND ASSIGNMENT OF WORK**

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

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

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

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

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

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

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

11:02 A mark-up conference may be conducted electronically.

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

12:01 Hours of Work

The regular working week shall consist of five (5) days, Monday to Friday inclusive.

Forty (40) hours shall constitute a regular work week. The employer shall establish the initial regular work week schedule based on either the Five Day Work Week Schedule or the Four Day Work Week Schedule.

The established work week schedule may be changed by mutual agreement in writing between the Business Manager and the Employer.

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

a) Five Day Work Week Schedule

The regular work day shall be between the hours of 6:00 a.m. and 6:00 p.m. with one-half (½) hour unpaid lunch period. The one-half (½) hour lunch break shall be taken within one-half hour of mid-shift and shall consist of eight (8) hours labour in the shop or on the job.

The starting and quitting times may be varied by mutual consent provided the work day does not exceed eight (8) hours.

b) Four Day Work Week Schedule

- i. Upon the request of either party, the decision to change the work week to a four day work week schedule may be considered.
- ii. Prior to implementation mutual agreement in writing between the Local Union and the Employer must be obtained setting out that the hours of work per week and per day is to be altered to ten (10) hours per day Monday to Friday. After having obtained mutual agreement in writing, notice of change to the established work week shall be given to each Employee by the Employer no later than quitting time on the last regular work day of the preceding week and the change shall take place at starting time on Monday of the following week.

- iii. The normal hours of work shall be between the hours of 6:00 am and 6:00 pm with one-half ($\frac{1}{2}$) hour for lunch. The one-half ($\frac{1}{2}$) hour lunch break shall be taken within one-half hour of mid-shift.

c) Competitive Scheduling

- i. The following are competitive schedules that the Employer may utilize:
(list is not exhaustive)
 - Fourteen Days On; Seven Off
 - Ten Days On; Four Off
- ii. See Appendix G for examples of Competitive Schedules.

12:02 Overtime

Overtime during the regular work week shall be paid only after eight (8) hours in a day on a five (5) day work schedule, or after ten (10) hours in a day in the case of a four (4) day work schedule or after employees have worked all available, straight time hours in the work week, unless Appendix F applies. Unscheduled overtime following directly after the shift shall be paid at overtime rates. For the purposes of this clause, a work week shall mean from Sunday midnight to Sunday midnight.

a) Five Day Work Week Schedule

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

b) Four Day Work Week Schedule

- i. When working under the four (4) day work week schedule, Employees shall be paid at double time (2x) the regular hourly rate for all hours worked in excess of the regular ten (10) hours per day Monday through Friday.
- ii. Based on the Monday to Thursday shift, hours worked on Fridays (other than as a make-up day) shall be paid at one and one-half (1.5x) times the Employees' regular rate of pay for the first ten (10) hours. All other hours worked on Fridays shall be paid at double time (2x). Time worked on Fridays shall be on a voluntary basis and each Employee has the right to refuse such work. The Employer must advise each Employee in advance the minimum number of hours to be worked or paid for on Fridays.
- iii. When working under the four (4) day work week schedule, Friday may be used as a make-up day when weather conditions have caused lost time during the regular work week. A make-up day will only be worked during the same week that the time is lost. Work performed on a make-up day shall be paid at the regular straight time rate for the first ten (10) hours to a maximum of forty (40) hours per week after which the double time (2x) rates shall apply. In no case shall the time scheduled on a make-up day be less than eight (8) hours. Time worked on make-

up days shall be on a voluntary basis and each Employee has the right to refuse such work.

c) Saturdays, Sundays and Holidays

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

12:03 Show Up Time

Employees covered by this Agreement who report for work by direction of the Employer and not placed at work, shall be entitled to receive three (3) hours pay at their established rate. If the Employee is placed at work, the Employer shall provide a minimum of four (4) hours pay.

If on any project, work cannot proceed due to shortage of materials or other reason within the control of the Employer, Employees covered by Article 19:00 will suffer no loss of entitlement. If no other work is available, an Employee may request and shall be granted a layoff after three (3) consecutive scheduled days without work.

12:04 Call Outs

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

12:05 Shifts

Shifts other than regular hours may be worked provided the shift lasts more than three (3) consecutive working days. Shifts other than day shift may commence anytime between the hours of 12:00 noon and 4:00 a.m.

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

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

12:06 Rest Breaks

Each Employee shall receive a ten (10) minute rest break. One ten (10) minute rest break on the morning shift from 10:00 a.m. to 10:10 a.m. and one ten (10) minute rest break on the afternoon shift from 2:30 p.m. to 2:40 p.m.. Rest breaks may vary by mutual consent of the parties.

When overtime begins, the Employee(s) will be allowed a ten (10) minute rest break with pay between the end of the shift and the start of the overtime and every two (2) hours thereafter. Rest breaks may vary by mutual consent.

When unscheduled overtime begins immediately after the regular work day and continues for more than two (2) hours, the Employee shall be provided with a meal and beverage (hot where possible) after the first two (2) hours of overtime and a hot meal and beverage every four (4) hours thereafter. The meal(s) shall be consumed on Company time.

In the event that a hot meal and meal break is not provided, the Employee shall receive a meal allowance of twenty-five dollars (\$25.00).

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

ARTICLE 13:00

RECOGNIZED HOLIDAYS AND VACATION

13:01

a) The recognized holidays shall be as follows:

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

The Parties agree to add to the above list, additional holidays recognized by the Province of Saskatchewan during the term of the Agreement.

b) Under no circumstances shall any work be performed on Labour Day except in cases of emergency involving life or property. When a recognized holiday falls on a Saturday or Sunday, the next following work day shall be taken as an alternate day off. When two (2) recognized holidays fall on a succeeding Saturday or Sunday, the following Monday and Tuesday shall be taken off as alternate days.

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

13:02 Vacation Pay

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

Each Employee shall be entitled to three (3) weeks annual vacation. Vacation shall be arranged between Employees and Employer to the most reasonable satisfaction of both.

After ten (10) years of employment, in accordance with the Saskatchewan Employment Act, each employee shall be entitled to four (4) weeks annual vacation. Annual vacation pay shall accrue at the rate of eight percent (8%) calculated on gross earnings and shall be paid on each pay day.

ARTICLE 14:00

WAGE SCALES, PAYMENT OF WAGES, FRINGE BENEFITS

14:01 Wage Scales

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

14:02

a) Pay Days and Pay Periods

Wages shall be paid to each Employee at a maximum of one week periods. The Employer may withhold a reasonable amount of wages, not to exceed one (1) week's wages, in order that the payroll may be prepared. The work week for payroll purposes shall generally end at Saturday midnight. However, in order to meet the Employer's payroll requirements the Employer may close the payroll earlier. This will be established as a job condition and those affected so notified.

b) Method

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

c) Pay on Termination

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

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

14:03 Fringe Benefits

The Employer shall contribute to all fringe benefits and trust funds in accordance with the attached Appendices A and B and forming part of this Agreement.

All contributions must be submitted by the fifteenth (15th) day of the month following the month for which such contributions are payable. Failing to do so the Employer agrees to pay a penalty of five per cent (5%) per month for all monies outstanding.

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 their own monies and shall be deemed to hold the sums so deducted in trust on behalf of Employees until the Employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment, or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable trust fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the applicable fund as is herein before provided for, is deemed to be held in trust for the Trustees of that trust fund and such funds shall be deemed to be separate from, and form no part of, the estate in liquidation, assignment, or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

The Employer authorizes the Parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer.

a) Health and Welfare Trust Fund

The Employer shall contribute an amount per hour to the Sheet Metal Workers Local 296, Saskatchewan Health & Welfare Trust Fund in accordance with Part 2, Classification and Wage Scales, of Appendices A and B and forming part of this Agreement.

Both Parties to this Agreement agree to continue the Health & Welfare Trust Fund.

The Employers and the Union shall elect an equal number of Trustees who shall have the responsibility of administrating a Health & Welfare Plan.

b) Pension Plan Trust Fund

The Employer shall contribute an amount per hour to the Sheet Metal Workers Local 296, Saskatchewan Pension Plan Trust Fund in accordance with Part 2, Classification and Wage Scales, of Appendices A and B and forming part of this Agreement.

Both parties to this Agreement agree to continue the Pension Plan Trust Fund.

The Trustees as set up under the Health and Welfare Fund shall also be the Trustees for the Pension Plan.

c) Educational Trust Fund

The Employer shall contribute an amount per hour to the Sheet Metal Workers Local 296, Saskatchewan Educational Trust Fund in accordance with Part 2, Classification and Wage Scales, of Appendices A and B and forming part of this Agreement.

The Employer and Union agree to participate in an Educational Trust Fund for the development of skills of Journeypersons and Apprentices in the Sheet Metal Industry.

The Employer and the Union shall form a joint and equal Educational Trust Fund Committee and be composed of four (4) members representing the Employers who are subject to this Agreement and four (4) members representing the Union selected by the groups they

represent. Such Committee to be responsible for the joint administration of the said Trust Fund.

d) Welfare Fund II

The Employer shall contribute an amount per hour to the Sheet Metal Workers Local 296, Saskatchewan Welfare Fund II in accordance with Part 2, Classification and Wage Scales, of Appendices A and B and forming part of this Agreement.

e) Employee and Family Assistance Plan

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

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

Remittances and Reports

- i. Employers are required to remit the Contract Administration and Industry Development fees and the monthly CODC Employer Report Form and monthly employee data to CODC by the 15th of the month following the month in which the hours were worked.
- ii. Employers must also submit the monthly Employee Data Report to the PRO Care plan by the 15th of the month following to facilitate the confidential determination of eligibility by the EFAP provider. There are two ways to submit this data:
 - entering the data directly on the CODC website <https://www.codconx.com>
 - OR
 - uploading an excel spreadsheet in the required format to the website (a sample spreadsheet can be downloaded from the website)
 - Hard copies of data will not be accepted.

ARTICLE 15:00

GENERAL WORKING CONDITIONS

15:01 It shall be the responsibility of the Employer to supply heated lunch rooms and clean rest rooms on the job sites subject to prevailing conditions and joint responsibility.

ARTICLE 16:00 TOOLS AND EQUIPMENT

16:01 Tools - each Journeyperson must have in their possession on the job, the following tools in first class condition:

- | | |
|---|---------------------------------|
| 1 pair pliers | 2 pair dividers (large & small) |
| 1 25' pocket tape | 1 hacksaw frame |
| 2 cold chisels | 1 scratch awl |
| 1 centre punch | 1 small square |
| 1 drift punch | 1 50 foot tape |
| 1 small level | 1 pop rivet tool |
| 1 pair heavy hand sheers
(bull snips) | 1 tinnens hammer |
| 1 pair regular hand sheers | 1 set Allen wrenches |
| 2 pair aviation snips (left & right) | 2 vice grip "C" clamps |
| 1 set screw drivers (various types & sizes) | 1 tool box |
| 1 8" crescent wrench | |

16:02 Each first year Apprentice must have in their possession on the job, the following tools in first class condition:

- 1 tinnens hammer
- 2 pair aviation snips (left & right)
- 1 pair regular hand sheers
- 2 screw drivers
- 1 scratch awl
- 1 pair pliers
- 1 25' pocket tape

Each Apprentice shall acquire tools as they fulfill their apprenticeship contract in order to have a full set of Journeyperson tools prior to becoming a Journeyperson.

Journeypersons shall not be responsible to supply tools for Apprentices or Probationary Apprentices.

16:03 The Employer will replace all tools worn or damaged under normal use, excluding measuring tapes which shall only be replaced after first three months of employment. If an employee's tools are stolen or destroyed due to fire, flood, or forcible entry of their personal toolbox (provided it is in the employer's designated lock up area) while on the job site, they shall immediately be replaced by the Employer (per the tool list and/or as verified upon hire by the Employer and the member). Any employee's tools that are stolen or destroyed while contained within an employer-owned or operated vehicle at any location, through no fault of the employee, shall be replaced immediately by the Employer. In the event of theft by forcible entry, the Police Department and Management must be notified immediately.

The Employer agrees to provide suitable lockable storage for tools where feasible.

16:04 Employers shall provide, where required, in good condition, scaffolding or ladders or other like equipment. It shall be the responsibility of the Employee to inspect equipment and satisfy themselves that it is safe and suitable for the purpose for which they intend to use it, and

notify the Employer of any need of replacement or added equipment for their safety. Also, it will be the responsibility of the Employee to request assistance from the Employer when ladders are to be used over one storey or its equivalent. Such tools as are supplied by the shop shall be the reasonable responsibility of the Employee concerned.

An Employee found abusing Company tools shall be subject to immediate dismissal or voluntary replacement of the tools.

ARTICLE 17:00

SAFETY AND PRODUCTIVITY

17:01 Safety

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

17:02 The parties to this Agreement recognize the mutual value of improving, by all proper and reasonable means, the safety of the individual worker and shall participate in and promote safety programs. Documentation of any previous training shall be provided by the Union upon request by the Employer or by the Employer upon request of the Union.

Members of Local 296 shall have completed and will maintain four (4) courses from the following list. Apprentices who do not complete four (4) courses shall not be awarded Journeyman wages. New Members shall be allowed two years from date of hire to complete four (4) courses.

Courses - Fall Arrest, Asbestos Safety & Awareness, First Aid/CPR, H2S Alive, Rigging & Safety, Confined Space Entry, Aerial Work Platforms, Steward Training or other courses appropriate to the trade as agreed by the Joint Training Committee.

When requested, 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.

Funding is to be provided from the Educational Trust Fund.

17:03 It is understood and agreed that the Employers and Employees shall at all times comply with the Accident Prevention Regulations and pursuant to the current Occupational Health and Safety provisions of the Saskatchewan Employment Act, and any refusal on the part of the worker to work or to continue to work in contravention of such regulation shall not be deemed to be breach of this Agreement.

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

17:04 The Parties acknowledge the leadership of the Union in addressing alcohol and drug test failures in reference to the Union's March 3, 2014 letter to CLR, attached as Appendix H. In addition, the Parties endeavour to showcase the Union's initiative in this regard by sharing

the letter with purchasers of construction considering capital investments in the province of Saskatchewan.

17:05 An Employee who is injured while working for the Employer and who is sent home because of such injury shall receive pay up to the end of the shift in which they were injured. The Steward will be allowed time to gather the injured worker's personal belongings as soon as possible after the accident and if the case warrants it, the Employer shall designate someone to accompany the injured worker to the doctor or hospital without loss of pay for the regular shift.

17:06 **Safety Orientation**

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

It is the responsibility of each Employee to hold current certification and maintain certification in Part 1 and Part 2.

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 (i.e. WHMIS, Fall Arrest etc.) that are trade specific when requested. 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.

Employers shall coordinate training and training expenses approved by the Educational Trust Fund with the JATC coordinator. Training costs shall not be reimbursed in excess of the JATC approved rates without prior written consent of the JATC Coordinator or the Business Manager of SMART, Local 296. When possible, all parties are to utilize the Locals training centre for all approved safety training.

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 employer will pay the estimated duration, as provided by the client or owner, for any online orientation at straight time rates. The CODC Harassment Policy and Procedures, including the provisions regarding General Harassment, and as amended from time to time, shall be the minimum standard of this Agreement.

17:07 **Productivity**

The Union shall place no limitations upon the amount of work which an Employee shall perform during the working day and there shall be no restrictions imposed against the use of any type of machinery, tools or labour saving devices.

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

ARTICLE 18:00

TRANSPORTATION EXPENSES

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

18:01 Local Residents

- a) Local residents shall not be entitled to initial, terminal or rotational transportation.
- b) The transportation expense shall be the vehicle allowance rate published by Canada Revenue Agency for the maximum rate (generally for the first 5,000 km). The transportation expense shall be adjusted as the CRA rate changes and become effective on the first pay period following May 1 in the year in which the CRA rate change was effective.
- c) Local residents living beyond the thirty (30) kilometre free zone around the project shall be reimbursed at the current CRA rates per kilometre from their residence to the edge of the free zone and return for every day the Employee works or reports to work. If called to return to work during the same twenty four (24) hours, shall receive same payment as above.

18:02 Free Zone

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

18:03 Daily Transportation

When an Employee is required to supply their own transportation beyond the City Limits of Regina or Saskatoon, each Employee shall be reimbursed at the the current CRA rates 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 their straight time rate for the actual travel time.

18:04 Daily Transportation with Board and Room or Subsistence

On projects where board and room or subsistence allowance applies and the temporary domicile is beyond thirty (30) road kilometres Free Zone around the project, the Employer shall provide transportation or each Employee shall be reimbursed the current CRA rates per road kilometre when supplying their own transportation, from the temporary domicile to the boundary of the project thirty (30) road kilometre Free Zone and return daily.

Daily transportation expense to and from the project will not be paid if suitable commercial accommodation is available within the 30 kilometre Free Zone.

When an Employer is providing transportation, each Employee shall be paid an allowance equal to their straight time rate for actual travel time from point of pick up to the project daily. No return travel time shall be paid on daily return transportation provided there are no delays such as mechanical breakdown. The thirty (30) road kilometre Free Zone does not apply when the Employer is providing transportation.

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

When the Employees are travelling in a Company service vehicle, all occupants shall be paid at applicable rates and shall be considered working.

18:05 Initial and Terminal Transportation

On projects where accommodation is supplied or paid for, each Employee shall be reimbursed the current CRA rates per road kilometre to the project site from 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). An Employee remaining thirty (30) calendar days, or in the event of a lay-off, shall have their return transportation expense paid to 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.

18:06 Rotational Transportation

Should the project be more than thirty (30) calendar days in duration and the project is three hundred (300) road kilometres or more from Regina, each Employee shall receive round trip transportation expenses at the current CRA rates per road 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.

18:07 When an Employer is providing initial, terminal and rotational transportation, each Employee shall be paid an allowance equal to their straight time rate for actual travel time and no transportation expenses will be paid.

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

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

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

In the event an employee missed the above-noted transportation the Union will endeavour to assist Employers recover the associated costs from the effected member.

**ARTICLE 19:00 CAMPS/COMMERCIAL ACCOMMODATION/
SUBSISTENCE**

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

Local Residents

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

19:01 On out of town projects where Employees do not commute daily from the cities of Regina or Saskatoon, the Employer shall provide:

- a) A camp; or
- b) Suitable commercial accommodation and board in a hotel or motel at no cost to the Employee; or
- c) Subsistence allowance.

19:02 **Camps**

- a) Camps are not permitted within eighty (80) road kilometres of Regina, Saskatoon, or Prince Albert.
- b) In the event a camp is being contemplated, CLR and the SPB and CTC will meet to discuss the necessity and feasibility of a camp. Prior to a camp being built, it must be approved by CLR and the SPB & CTC.
- c) All camps shall be constructed and maintained in accordance with the camp standards of the Saskatchewan Provincial Building and Construction Trades Council. These standards are to be used as the minimum standards required for camps.

19:03 **Subsistence**

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

Notwithstanding the above, persons working the four (4) day, ten (10) hour day work week and who work the four (4) days shall be paid five (5) days subsistence allowance. However, if additional days are worked within the same week the subsistence allowance will revert to the per day worked basis and the five (5) day subsistence for the four (4) days worked will not apply.

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

- 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) Where the work schedule is 6 days per week, subsistence allowance shall be paid for the 7th day, provided the Employee works all of the available scheduled hours on the work

day immediately preceding and the work day immediately following the 7th day. Proof of appropriate receipt shall be provided by the employee upon request of the employer.

- d) If the Employee travels more than two hundred (200) road kilometres from Saskatoon or Regina, on the day prior to start of work, the subsistence allowance, at the applicable rate, will be paid for the initial day of travel provided the Employee provides an original paid hotel receipt acceptable to the Employer. Only one receipt per room will be accepted for reimbursement.

19:04 Subsistence Allowance

- a) The daily subsistence allowance per calendar day worked shall be as set out in the provincial quadrant system as set out in the attached Letter of Understanding #1 and the rate shall be established under a separate Letter of Understanding.
- b) An Employee shall forfeit subsistence allowance for absenteeism or leaving work without written permission on any working day. When the Employee is absent or leaves work without written permission on the working day immediately preceding or following bad weather days or recognized holidays, they shall forfeit subsistence allowance for such absenteeism or leaving work without written permission and for the bad weather days or recognized holidays.

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

Written permission to leave work shall be in the form of the Leave of Absence Request form attached as Appendix "F" to this agreement. Upon a specific request by the Union, the Employer shall forward a copy of an Employee's approved Leave of Absence Request form. It is not intended that such forms be requested by the Union for all Employees.

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

ARTICLE 20:00

BUILDING TRADES PER CAPITA DEDUCTION

20:01 The Employer agrees **to deduct from each Employee** covered by the terms of this Agreement, five cents (\$0.05) per hour for each hour worked by the Employee. Such deduction(s) to be remitted not later than the fifteenth (15th) day of the following month and made payable to the International Association of Sheet Metal Air Rail and Transport Workers

(SMART), Local 296 , Saskatchewan. By voluntary agreement, the Local Union shall forward said monies to the Saskatchewan Provincial Building and Construction Trades Council (SPB & CTC) at 1 - 1334 Wallace Street, Regina, Saskatchewan, S4N 3Z4. The Local Union is to receive a list showing the amounts and a list of names from whom such deductions were made.

ARTICLE 21:00 CONTRACT ADMINISTRATION AND INDUSTRY DEVELOPMENT FEES

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

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

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

CLR	\$0.10/hour	(plus GST)
CODC Fund	\$0.06/hour	(plus GST)
TOTAL	\$0.16/hour	

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

21:03 Each Employer shall remit the total contributions in this Article no later than the fifteenth (15th) day of the month following, together with the Report Form provided for this purpose to CODC Construction Opportunities Development Council Inc., P.O. Box 4019, Regina, SK, S4P 3R9.

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

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

ARTICLE 27:00

DURATION OF AGREEMENT

27:01 This Agreement shall be effective from April 30, 2023 and shall remain in full force and effect until midnight, April 30, 2028 and thereafter from year to year provided that at any time not more than one hundred and twenty (120) days and not less than sixty (60) days before the expiry date or any extended term thereof, either Party may give to the other Party written notice to negotiate a revision of the Agreement and should such notice be given, the Parties shall, in accordance with the Saskatchewan Employment Act, bargain collectively with a view to renewal or revision of this Agreement or the conclusion of a new Agreement.

EACH OF THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT AND CAUSED IT TO BE SIGNED BY ITS DULY AUTHORIZED REPRESENTATIVE(S) THIS 19th DAY OF May 2023.

SIGNED ON BEHALF OF:

INTERNATIONAL ASSOCIATION OF SHEET METAL AIR RAIL AND TRANSPORT WORKERS (SMART), LOCAL 296, SASKATCHEWAN



TJ King
Business Manager



Trent Marshall
President

SIGNED ON BEHALF OF:

CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF SASKATCHEWAN INC.



Doug Christie
Trade Division Chair



Warren Douglas
Executive Director

APPENDIX "A" – INDUSTRIAL FIELD

1. Union Recognition

The Employer recognizes the Union as the sole collective bargaining agent for all employees within the jurisdiction of the International Association of Sheet Metal Air Rail and Transport Workers (SMART), Local 296, Saskatchewan.

2. Classification and Wage Scales

Effective April 30, 2023 to April 27, 2024

Classification	Percentage of Journeyperson	Hourly Wage Rate	Recognized Holiday Pay 4.5%	Vacation Pay 6%	Health & Welfare	Pension	Educational Trust Fund	Welfare Fund II	Total Package
General Foreperson	120%	\$ 53.59	\$ 2.41	\$ 3.36	\$ 1.40	\$ 8.50	\$ 0.75	\$ 0.25	\$ 70.26
A Foreperson	110%	\$ 49.13	\$ 2.21	\$ 3.08	\$ 1.40	\$ 8.50	\$ 0.75	\$ 0.25	\$ 65.32
B Foreperson	105%	\$ 46.89	\$ 2.11	\$ 2.94	\$ 1.40	\$ 8.50	\$ 0.75	\$ 0.25	\$ 62.84
Journeyperson	100%	\$ 44.66	\$ 2.01	\$ 2.80	\$ 1.40	\$ 8.50	\$ 0.75	\$ 0.25	\$ 60.37
1 st Year Journeyperson	90%	\$ 40.19	\$ 1.81	\$ 2.52	\$ 1.40	\$ 8.01	\$ 0.75	\$ 0.25	\$ 54.93
Apprentices- Sheet Metal Worker									
4 th year	80%	\$ 35.73	\$ 1.61	\$ 2.24	\$ 1.40	\$ 7.12	\$ 0.75	\$ 0.25	\$ 49.10
3 rd year	70%	\$ 31.26	\$ 1.41	\$ 1.96	\$ 1.40	\$ 6.23	\$ 0.75	\$ 0.25	\$ 43.26
2 nd year	60%	\$ 26.80	\$ 1.21	\$ 1.68	\$ 1.40	\$ 5.34	\$ 0.75	\$ 0.25	\$ 37.43
1 st year									
2 nd Six months	55%	\$ 24.56	\$ 1.11	\$ 1.54	\$ 1.40	-	\$ 0.75	\$ 0.25	\$ 29.61
1 st Six months (Beginner)	55%	\$ 24.56	\$ 1.11	\$ 1.54	-	-	\$ 0.75	-	\$ 27.96
Apprentices- Welder									
4 th year	80%	\$ 35.73	\$ 1.61	\$ 2.24	\$ 1.40	\$ 7.12	\$ 0.75	\$ 0.25	\$ 49.10
3 rd year	70%	\$ 31.26	\$ 1.41	\$ 1.96	\$ 1.40	\$ 6.23	\$ 0.75	\$ 0.25	\$ 43.26
2 nd year	60%	\$ 26.80	\$ 1.21	\$ 1.68	\$ 1.40	\$ 5.34	\$ 0.75	\$ 0.25	\$ 37.43
1 st year									
2 nd Six months	55%	\$ 24.56	\$ 1.11	\$ 1.54	\$ 1.40	-	\$ 0.75	\$ 0.25	\$ 29.61
1 st Six months (Beginner)	55%	\$ 24.56	\$ 1.11	\$ 1.54	-	-	\$ 0.75	-	\$ 27.96

Effective April 28, 2024 to April 26, 2025

Classification	Percentage of Journeyperson	Hourly Wage Rate	Recognized Holiday Pay 4.5%	Vacation Pay 6%	Health & Welfare	Pension	Education Trust Fund	Welfare Fund II	Total Package
General Foreperson	120%	\$ 55.61	\$ 2.50	\$ 3.49	\$ 1.40	\$ 8.75	\$ 0.85	\$ 0.25	\$ 72.85
A Foreperson	110%	\$ 50.97	\$ 2.29	\$ 3.20	\$ 1.40	\$ 8.75	\$ 0.85	\$ 0.25	\$ 67.71
B Foreperson	105%	\$ 48.66	\$ 2.19	\$ 3.05	\$ 1.40	\$ 8.75	\$ 0.85	\$ 0.25	\$ 65.15
Journeyperson	100%	\$ 46.34	\$ 2.09	\$ 2.90	\$ 1.40	\$ 8.75	\$ 0.85	\$ 0.25	\$ 62.58
1 st Year Journeyperson	90%	\$ 41.71	\$ 1.88	\$ 2.62	\$ 1.40	\$ 8.32	\$ 0.85	\$ 0.25	\$ 57.03
Apprentices- Sheet Metal Worker									
4 th year	80%	\$ 37.07	\$ 1.67	\$ 2.32	\$ 1.40	\$ 7.39	\$ 0.85	\$ 0.25	\$ 50.95
3 rd year	70%	\$ 32.44	\$ 1.46	\$ 2.03	\$ 1.40	\$ 6.47	\$ 0.85	\$ 0.25	\$ 44.90
2 nd year	60%	\$ 27.80	\$ 1.25	\$ 1.74	\$ 1.40	\$ 5.54	\$ 0.85	\$ 0.25	\$ 38.83

**Saskatchewan Provincial Sheet Metal Workers' Agreement
Appendix A**

Industrial 2023-2028

1 st year									
2 nd Six months	55%	\$ 25.49	\$ 1.15	\$ 1.60	\$ 1.40	-	\$ 0.85	\$ 0.25	\$ 30.74
1 st Six months	55%	\$ 25.49	\$ 1.15	\$ 1.60	-	-	\$ 0.85	-	\$ 29.09
(Beginner)									
Apprentices- Welder									
4 th year	80%	\$ 37.07	\$ 1.67	\$ 2.32	\$ 1.40	\$ 7.39	\$ 0.85	\$ 0.25	\$ 50.95
3 rd year	70%	\$ 32.44	\$ 1.46	\$ 2.03	\$ 1.40	\$ 6.47	\$ 0.85	\$ 0.25	\$ 44.90
2 nd year	60%	\$ 27.80	\$ 1.25	\$ 1.74	\$ 1.40	\$ 5.34	\$ 0.85	\$ 0.25	\$ 38.83
1 st year									
2 nd Six months	55%	\$ 25.49	\$ 1.15	\$ 1.60	\$ 1.40	-	\$ 0.85	\$ 0.25	\$ 30.74
1 st Six months	55%	\$ 25.49	\$ 1.15	\$ 1.60	-	-	\$ 0.85	-	\$ 29.09
(Beginner)									

Effective April 27, 2025 to May 2, 2026

Classification	Percentage of Journeyperson	Hourly Wage Rate	Recognized Holiday Pay 4.5%	Vacation Pay 6%	Health & Welfare	Pension	Educational Trust Fund	Welfare Fund II	Total Package
General Foreperson	120%	\$ 57.19	\$ 2.57	\$ 3.59	\$ 1.40	\$ 8.85	\$ 0.85	\$ 0.25	\$ 74.70
A Foreperson	110%	\$ 52.43	\$ 2.36	\$ 3.29	\$ 1.40	\$ 8.85	\$ 0.85	\$ 0.25	\$ 69.43
B Foreperson	105%	\$ 50.04	\$ 2.25	\$ 3.14	\$ 1.40	\$ 8.85	\$ 0.85	\$ 0.25	\$ 66.78
Journeyperson	100%	\$ 47.66	\$ 2.14	\$ 2.99	\$ 1.40	\$ 8.85	\$ 0.85	\$ 0.25	\$ 64.14
1 st Year Journeyperson	90%	\$ 42.89	\$ 1.93	\$ 2.69	\$ 1.40	\$ 8.55	\$ 0.85	\$ 0.25	\$ 58.56
Apprentices- Sheet Metal Worker									
4 th year	80%	\$ 38.13	\$ 1.72	\$ 2.39	\$ 1.40	\$ 7.60	\$ 0.85	\$ 0.25	\$ 52.34
3 rd year	70%	\$ 33.36	\$ 1.50	\$ 2.09	\$ 1.40	\$ 6.65	\$ 0.85	\$ 0.25	\$ 46.10
2 nd year	60%	\$ 28.60	\$ 1.29	\$ 1.79	\$ 1.40	\$ 5.70	\$ 0.85	\$ 0.25	\$ 39.88
1 st year									
2 nd Six months	55%	\$ 26.21	\$ 1.18	\$ 1.64	\$ 1.40	-	\$ 0.85	\$ 0.25	\$ 31.53
1 st Six months	55%	\$ 26.21	\$ 1.18	\$ 1.64	-	-	\$ 0.85	-	\$ 29.88
(Beginner)									
Apprentices- Welder									
4 th year	80%	\$ 38.13	\$ 1.72	\$ 2.39	\$ 1.40	\$ 7.60	\$ 0.85	\$ 0.25	\$ 52.34
3 rd year	70%	\$ 33.36	\$ 1.50	\$ 2.09	\$ 1.40	\$ 6.65	\$ 0.85	\$ 0.25	\$ 46.10
2 nd year	60%	\$ 28.60	\$ 1.29	\$ 1.79	\$ 1.40	\$ 5.70	\$ 0.85	\$ 0.25	\$ 39.88
1 st year									
2 nd Six months	55%	\$ 26.21	\$ 1.18	\$ 1.64	\$ 1.40	-	\$ 0.85	\$ 0.25	\$ 31.53
1 st Six months	55%	\$ 26.21	\$ 1.18	\$ 1.64	-	-	\$ 0.85	-	\$ 29.88
(Beginner)									

Effective May 3, 2026 to May 1, 2027

Classification	Percentage of Journeyperson	Hourly Wage Rate	Recognized Holiday Pay 4.5%	Vacation Pay 6%	Health & Welfare	Pension	Educational Trust Fund	Welfare Fund II	Total Package
General Foreperson	120%	\$ 58.37	\$ 2.63	\$ 3.66	\$ 1.40	\$ 8.95	\$ 0.85	\$ 0.25	\$ 76.11
A Foreperson	110%	\$ 53.50	\$ 2.41	\$ 3.35	\$ 1.40	\$ 8.95	\$ 0.85	\$ 0.25	\$ 70.71
B Foreperson	105%	\$ 51.07	\$ 2.30	\$ 3.20	\$ 1.40	\$ 8.95	\$ 0.85	\$ 0.25	\$ 68.02
Journeyperson	100%	\$ 48.64	\$ 2.19	\$ 3.05	\$ 1.40	\$ 8.95	\$ 0.85	\$ 0.25	\$ 65.33
1 st Year Journeyperson	90%	\$ 43.78	\$ 1.97	\$ 2.75	\$ 1.40	\$ 8.73	\$ 0.85	\$ 0.25	\$ 59.73
Apprentices- Sheet Metal Worker									
4 th year	80%	\$ 38.91	\$ 1.75	\$ 2.44	\$ 1.40	\$ 7.76	\$ 0.85	\$ 0.25	\$ 53.36
3 rd year	70%	\$ 34.05	\$ 1.53	\$ 2.13	\$ 1.40	\$ 6.79	\$ 0.85	\$ 0.25	\$ 47.00

2 nd year	60%	\$ 29.18	\$ 1.31	\$ 1.83	\$ 1.40	\$ 5.82	\$ 0.85	\$ 0.25	\$ 40.64
1 st year									
2 nd Six months	55%	\$ 26.75	\$ 1.20	\$ 1.68	\$ 1.40	-	\$ 0.85	\$ 0.25	\$ 32.13
1 st Six months	55%	\$ 26.75	\$ 1.20	\$ 1.68	-	-	\$ 0.85	-	\$ 30.48
(Beginner)									
Apprentices- Welder									
4 th year	80%	\$ 38.91	\$ 1.75	\$ 2.44	\$ 1.40	\$ 7.76	\$ 0.85	\$ 0.25	\$ 53.36
3 rd year	70%	\$ 34.05	\$ 1.53	\$ 2.13	\$ 1.40	\$ 6.79	\$ 0.85	\$ 0.25	\$ 47.00
2 nd year	60%	\$ 29.18	\$ 1.31	\$ 1.83	\$ 1.40	\$ 5.82	\$ 0.85	\$ 0.25	\$ 40.64
1 st year									
2 nd Six months	55%	\$ 26.75	\$ 1.20	\$ 1.68	\$ 1.40	-	\$ 0.85	\$ 0.25	\$ 32.13
1 st Six months	55%	\$ 26.75	\$ 1.20	\$ 1.68	-	-	\$ 0.85	-	\$ 30.48
(Beginner)									

Effective May 2, 2027 to April 30, 2028

Classification	Percentage of Journeyperson	Hourly Wage Rate	Recognized Holiday Pay 4.5%	Vacation Pay 6%	Health & Welfare	Pension	Education Trust Fund	Welfare Fund II	Total Package
General Foreperson	120%	\$ 59.50	\$ 2.68	\$ 3.73	\$ 1.40	\$ 9.05	\$ 0.85	\$ 0.25	\$ 77.46
A Foreperson	110%	\$ 54.54	\$ 2.45	\$ 3.42	\$ 1.40	\$ 9.05	\$ 0.85	\$ 0.25	\$ 71.96
B Foreperson	105%	\$ 52.06	\$ 2.34	\$ 3.26	\$ 1.40	\$ 9.05	\$ 0.85	\$ 0.25	\$ 69.21
Journeyperson	100%	\$ 49.58	\$ 2.23	\$ 3.11	\$ 1.40	\$ 9.05	\$ 0.85	\$ 0.25	\$ 66.47
1 st Year Journeyperson	90%	\$ 44.62	\$ 2.01	\$ 2.80	\$ 1.40	\$ 8.90	\$ 0.85	\$ 0.25	\$ 60.83
Apprentices- Sheet Metal Worker									
4 th year	80%	\$ 39.66	\$ 1.78	\$ 2.49	\$ 1.40	\$ 7.91	\$ 0.85	\$ 0.25	\$ 54.34
3 rd year	70%	\$ 34.71	\$ 1.56	\$ 2.18	\$ 1.40	\$ 6.92	\$ 0.85	\$ 0.25	\$ 47.87
2 nd year	60%	\$ 29.75	\$ 1.34	\$ 1.87	\$ 1.40	\$ 5.93	\$ 0.85	\$ 0.25	\$ 41.39
1 st year									
2 nd Six months	55%	\$ 27.27	\$ 1.23	\$ 1.71	\$ 1.40	-	\$ 0.85	\$ 0.25	\$ 32.71
1 st Six months	55%	\$ 27.27	\$ 1.23	\$ 1.71	-	-	\$ 0.85	-	\$ 31.06
(Beginner)									
Apprentices- Welder									
4 th year	80%	\$ 39.66	\$ 1.78	\$ 2.49	\$ 1.40	\$ 7.91	\$ 0.85	\$ 0.25	\$ 54.34
3 rd year	70%	\$ 34.71	\$ 1.56	\$ 2.18	\$ 1.40	\$ 6.92	\$ 0.85	\$ 0.25	\$ 47.87
2 nd year	60%	\$ 29.75	\$ 1.34	\$ 1.87	\$ 1.40	\$ 5.93	\$ 0.85	\$ 0.25	\$ 41.39
1 st year									
2 nd Six months	55%	\$ 27.27	\$ 1.23	\$ 1.71	\$ 1.40	-	\$ 0.85	\$ 0.25	\$ 32.71
1 st Six months	55%	\$ 27.27	\$ 1.23	\$ 1.71	-	-	\$ 0.85	-	\$ 31.06
(Beginner)									

3. Forepersons

Foreperson's rate of Pay:

General Foreperson - 20% above Journeyperson 's rate of pay.

Appointment of General Forepersons will be at the sole discretion of the Employer.

"A" Foreperson - 10% above Journeyperson 's rate of pay

"B" Foreperson - 5% above Journeyperson 's rate of pay

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

"A" Foreperson	-	13% above Journeyperson 's rate of pay
"B" Foreperson	-	8% above Journeyperson 's rate of pay
General Foreperson	-	26% above Journeyperson 's rate of pay

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

4.

a) Apprentices - Sheet Metal Worker

All percentages shall be of the Journeyperson 's hourly wage rate:

First Year Apprentice	-	55% of Journeyperson 's rate
Second Year Apprentice	-	60% of Journeyperson 's rate
Third Year Apprentice	-	70% of Journeyperson 's rate
Fourth Year Apprentice	-	80% of Journeyperson 's rate
First Year Journeyperson	-	90% of Journeyperson 's rate

Apprentices are governed by the Saskatchewan Apprenticeship and Trade Certification Act and both Parties hereto agree that no Apprentice shall be permitted to do any work outside of the Shop during the first four (4) years of their Apprenticeship period unless working with a Journeyperson Sheet Metal Worker or a 4th year Sheet Metal Worker member of Local 296.

It is further agreed between the Parties hereto that no 3rd year Sheet Metal Worker, 2nd year Sheet Metal Worker or beginner shall be permitted to do any work on any jobsite outside of the Shop unless working with a Journeyperson Sheet Metal Worker member of Local Union 296.

It is mutually agreed that not more than two (2) apprentices for every one (1) Journeyperson employed at the Trade shall be allowed to work with the tools of the Trade in accordance with the Apprenticeship and Trade Certification Act.

Final Level apprentices shall be excluded from the calculation of Journeyperson to Apprentice ratio.

An Apprentice, under a provincial apprenticeship agreement, shall receive three (3) months bench training per year with a minimum of one (1) month per year.

b) Apprentices - Welder

Apprentices to be paid according to classification as below:

1st 12 months	-	55% of Journeyperson 's rate
2nd 12 months	-	60% of Journeyperson 's rate
3rd 12 months	-	70% of Journeyperson 's rate
4th 12 months	-	80% of Journeyperson 's rate
5th 12 months	-	90% of Journeyperson 's rate

All Journeyperson welders shall be paid Journeyperson Sheet Metal rate. Apprentice welders will be paid their percentage of Journeyperson Sheet Metal rate.

Journeyman Welders must hold a Saskatchewan Welders' Certificate. Other Provinces' Certificates will be valid until the first opportunity to obtain the Saskatchewan Provincial Certificate. All Apprentices must be indentured in the Saskatchewan Apprenticeship School. Apprentices are governed by the Saskatchewan Apprenticeship and Trade Certification Act. Apprentices shall work under direct supervision of a Journeyman .

c) Sheeting Work

Any sheeting work on industrial projects will be paid in accordance with the Sheet Metal classifications in this Appendix and will be subject to the terms and conditions of the main body of this Collective Agreement.

Any sheet metal worker working on industrial sheet metal work will be paid according to the sheet metal classifications in this Appendix.

5. Health and Welfare Trust Fund

The Beginner (1st six months) will not pay into the Health & Welfare Fund.

Employer Contribution

The Employer shall contribute the amount established in the wage schedule per hour for each hour worked by their Employees covered by the terms of this Agreement and shall submit such contributions to a trust Account as designated by the Trustees. Contributions will be made on the basis of full and half hours.

Employee Contribution

Effective April 30, 2023, the Employees agree to contribute to the Trust Fund fifty cents (\$0.50) per hour worked, which amount shall be deducted from the Employee's wages by the Employer and paid to the Health & Welfare Trust Account. The Union agrees they will never ask the Employer to match any contributions made by the Employee under this clause.

6. Pension Plan Trust Fund

Employer Contribution

The Employer shall not contribute their portion into the Sheet Metal Workers Local 296 Pension Trust Fund on behalf of first year Apprentices.

The Employer shall contribute the amount established in the wage schedule per hour for each hour earned by their Employees covered by the terms of this Agreement and shall submit such contributions to a trust Account as designated by the Trustees. Where an Employee works overtime, the contribution shall be one and one-half (1.5x) or two (2x) the aforementioned rate, in accordance with the overtime provisions in this Agreement. Contributions will be made on the basis of full and half hours, and all contributions shall be remitted monthly on forms to be provided by the Plan. All contributions are to be remitted so as to be received on or before the fifteenth (15th) of the month following that for which such contributions are payable. These contributions shall be in addition to any compulsory Government pension plan.

The Employer contribution to the Pension Trust Fund on behalf of second through fourth year Apprentices and 1st Year Journeypersons shall be calculated on the basis of a maximum of eighteen percent (18%) of the Apprentice's or 1st Year Journeyperson's gross wage rate (basic wage rate + 4.5% statutory holiday pay + 6% vacation pay) but in any case shall not exceed the Employer contribution rate to the Pension Trust Fund on behalf of Journeypersons.

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

7. Educational Trust Fund

The Employer shall contribute the amount established in the wage schedule per hour for each hour worked by their Employees covered by the terms of this Agreement, and shall submit such contributions to the deposit account designated by the Joint Training Committee as a Trust Fund Deposit Account.

8. Welfare Fund II

The Beginner (1st six months) will not pay into the Welfare Fund II.

The Employer shall contribute the amount of the amount established in the wage schedule per hour for each hour worked by their employees covered by the terms of this Agreement and shall submit such contributions to the Welfare Fund II.

9. Trade Promotion Fund

Employee Contribution

The Employees agree to contribute fifteen cents (\$0.15) per hour for each hour worked to the Promotion Fund, which amount shall be deducted from the Employee's wages by the Employer and submitted to the Sheet Metal Workers' Local 296 Trade Promotion Fund. The Union agrees they will never ask the Employer to match any contributions made under this clause.

APPENDIX "B" – INDUSTRIAL SHOPS

1. Union Recognition

The Employer recognizes the Union as the sole collective bargaining agent for all employees within the jurisdiction of the International Association of Sheet Metal Air Rail and Transport Workers (SMART), Local 296, Saskatchewan.

2. Classification and Wage Scales

Effective April 30, 2023 to April 27, 2024

Classification	Percentage of Journeyperson	Hourly Wage Rate	Recognized Holiday Pay 4.5%	Vacation Pay 6%	Health & Welfare	Pension	Educational Trust Fund	Welfare Fund II	Total Package
General	120%	\$ 50.45	\$ 2.27	\$ 3.16	\$ 1.40	\$ 8.00	\$ 0.15	\$ 0.25	\$ 65.68
Foreperson									
A Foreperson	110%	\$ 46.24	\$ 2.08	\$ 2.90	\$ 1.40	\$ 8.00	\$ 0.15	\$ 0.25	\$ 61.02
B Foreperson	105%	\$ 44.14	\$ 1.99	\$ 2.77	\$ 1.40	\$ 8.00	\$ 0.15	\$ 0.25	\$ 58.70
Journeyperson	100%	\$ 42.04	\$ 1.89	\$ 2.64	\$ 1.40	\$ 8.00	\$ 0.15	\$ 0.25	\$ 56.37
1 st Year Journeyperson	90%	\$ 37.84	\$ 1.70	\$ 2.37	\$ 1.40	\$ 7.54	\$ 0.15	\$ 0.25	\$ 51.25
Apprentices- Sheet Metal Worker									
4 th year	80%	\$ 33.63	\$ 1.51	\$ 2.11	\$ 1.40	\$ 6.71	\$ 0.15	\$ 0.25	\$ 45.76
3 rd year	70%	\$ 29.43	\$ 1.32	\$ 1.85	\$ 1.40	\$ 5.87	\$ 0.15	\$ 0.25	\$ 40.27
2 nd year	60%	\$ 25.22	\$ 1.13	\$ 1.58	\$ 1.40	\$ 5.03	\$ 0.15	\$ 0.25	\$ 34.76
1 st year									
2 nd Six months	55%	\$ 23.12	\$ 1.04	\$ 1.45	\$ 1.40	-	\$ 0.15	\$ 0.25	\$ 27.41
1 st Six months (Beginner)	55%	\$ 23.12	\$ 1.04	\$ 1.45	-	-	\$ 0.15	-	\$ 25.76
Apprentices- Welder									
4 th year	80%	\$ 33.63	\$ 1.51	\$ 2.11	\$ 1.40	\$ 6.71	\$ 0.15	\$ 0.25	\$ 45.76
3 rd year	70%	\$ 29.43	\$ 1.32	\$ 1.85	\$ 1.40	\$ 5.87	\$ 0.15	\$ 0.25	\$ 40.27
2 nd year	60%	\$ 25.22	\$ 1.13	\$ 1.58	\$ 1.40	\$ 5.03	\$ 0.15	\$ 0.25	\$ 34.76
1 st year									
2 nd Six months	55%	\$ 23.12	\$ 1.04	\$ 1.45	\$ 1.40	-	\$ 0.15	\$ 0.25	\$ 27.41
1 st Six months (Beginner)	55%	\$ 23.12	\$ 1.04	\$ 1.45	-	-	\$ 0.15	-	\$ 25.76
Material handler									
After 1 st year		\$ 21.73	\$ 0.98	\$ 1.36	\$ 1.40	\$ 4.33	\$ 0.15	\$ 0.25	\$ 30.20
1 st year									
2 nd Six Months		\$ 18.50	\$ 0.83	\$ 1.16	\$ 1.40	-	\$ 0.15	\$ 0.25	\$ 22.29
1 st Six Months		\$ 18.50	\$ 0.83	\$ 1.16	-	-	\$ 0.15	-	\$ 20.64

Effective April 28, 2024 to April 26, 2025

Classification	Percentage of Journeyperson	Hourly Wage Rate	Recognized Holiday Pay 4.5%	Vacation Pay 6%	Health & Welfare	Pension	Educational Trust Fund	Welfare Fund II	Total Package
General	120%	\$ 51.92	\$ 2.34	\$ 3.26	\$ 1.40	\$ 8.25	\$ 0.25	\$ 0.25	\$ 67.67
Foreperson									
A Foreperson	110%	\$ 47.60	\$ 2.14	\$ 2.98	\$ 1.40	\$ 8.25	\$ 0.25	\$ 0.25	\$ 62.87
B Foreperson	105%	\$ 45.43	\$ 2.04	\$ 2.85	\$ 1.40	\$ 8.25	\$ 0.25	\$ 0.25	\$ 60.47
Journeyperson	100%	\$ 43.27	\$ 1.95	\$ 2.71	\$ 1.40	\$ 8.25	\$ 0.25	\$ 0.25	\$ 58.08

**Saskatchewan Provincial Sheet Metal Workers' Agreement
Appendix B**

Industrial 2023-2028

1 st Year	90%	\$ 38.94	\$ 1.75	\$ 2.44	\$ 1.40	\$ 7.76	\$ 0.25	\$ 0.25	\$ 52.79
Journeyperson									
Apprentices- Sheet Metal Worker									
4 th year	80%	\$ 34.62	\$ 1.56	\$ 2.17	\$ 1.40	\$ 6.90	\$ 0.25	\$ 0.25	\$ 47.15
3 rd year	70%	\$ 30.29	\$ 1.36	\$ 1.90	\$ 1.40	\$ 6.04	\$ 0.25	\$ 0.25	\$ 41.49
2 nd year	60%	\$ 25.96	\$ 1.17	\$ 1.63	\$ 1.40	\$ 5.18	\$ 0.25	\$ 0.25	\$ 35.84
1 st year									
2 nd Six months	55%	\$ 23.80	\$ 1.07	\$ 1.49	\$ 1.40	-	\$ 0.25	\$ 0.25	\$ 28.26
1 st Six months	55%	\$ 23.80	\$ 1.07	\$ 1.49	-	-	\$ 0.25	-	\$ 26.61
(Beginner)									
Apprentices- Welder									
4 th year	80%	\$ 34.62	\$ 1.56	\$ 2.17	\$ 1.40	\$ 6.90	\$ 0.25	\$ 0.25	\$ 47.15
3 rd year	70%	\$ 30.29	\$ 1.36	\$ 1.90	\$ 1.40	\$ 6.04	\$ 0.25	\$ 0.25	\$ 41.49
2 nd year	60%	\$ 25.96	\$ 1.17	\$ 1.63	\$ 1.40	\$ 5.18	\$ 0.25	\$ 0.25	\$ 35.84
1 st year									
2 nd Six months	55%	\$ 23.80	\$ 1.07	\$ 1.49	\$ 1.40	-	\$ 0.25	\$ 0.25	\$ 28.26
1 st Six months	55%	\$ 23.80	\$ 1.07	\$ 1.49	-	-	\$ 0.25	-	\$ 26.61
(Beginner)									
Material handler									
After 1 st year		\$ 22.37	\$ 1.01	\$ 1.40	\$ 1.40	\$ 4.46	\$ 0.25	\$ 0.25	\$ 31.14
1 st year									
2 nd Six Months		\$ 19.04	\$ 0.86	\$ 1.19	\$ 1.40	-	\$ 0.25	\$ 0.25	\$ 22.99
1 st Six Months		\$ 19.04	\$ 0.86	\$ 1.19	-	-	\$ 0.25	-	\$ 21.34

Effective April 27, 2025 to May 2, 2026

Classification	Percentage of Journeyperson	Hourly Wage Rate	Recognized Holiday Pay 4.5%	Vacation Pay 6%	Health & Welfare	Pension	Educational Trust Fund	Welfare Fund II	Total Package
General	120%	\$ 52.97	\$ 2.38	\$ 3.32	\$ 1.40	\$ 8.35	\$ 0.25	\$ 0.25	\$ 68.92
Foreperson									
A Foreperson	110%	\$ 48.55	\$ 2.18	\$ 3.04	\$ 1.40	\$ 8.35	\$ 0.25	\$ 0.25	\$ 64.02
B Foreperson	105%	\$ 46.35	\$ 2.09	\$ 2.91	\$ 1.40	\$ 8.35	\$ 0.25	\$ 0.25	\$ 61.60
Journeyperson	100%	\$ 44.14	\$ 1.99	\$ 2.76	\$ 1.40	\$ 8.35	\$ 0.25	\$ 0.25	\$ 59.14
1 st Year	90%	\$ 39.73	\$ 1.79	\$ 2.49	\$ 1.40	\$ 7.92	\$ 0.25	\$ 0.25	\$ 53.83
Journeyperson									
Apprentices- Sheet Metal Worker									
4 th year	80%	\$ 35.31	\$ 1.59	\$ 2.21	\$ 1.40	\$ 7.04	\$ 0.25	\$ 0.25	\$ 48.05
3 rd year	70%	\$ 30.90	\$ 1.39	\$ 1.94	\$ 1.40	\$ 6.16	\$ 0.25	\$ 0.25	\$ 42.29
2 nd year	60%	\$ 26.48	\$ 1.19	\$ 1.66	\$ 1.40	\$ 5.28	\$ 0.25	\$ 0.25	\$ 36.51
1 st year									
2 nd Six months	55%	\$ 24.28	\$ 1.09	\$ 1.52	\$ 1.40	-	\$ 0.25	\$ 0.25	\$ 28.79
1 st Six months	55%	\$ 24.28	\$ 1.09	\$ 1.52	-	-	\$ 0.25	-	\$ 27.14
(Beginner)									
Apprentices- Welder									
4 th year	80%	\$ 35.31	\$ 1.59	\$ 2.21	\$ 1.40	\$ 7.04	\$ 0.25	\$ 0.25	\$ 48.05
3 rd year	70%	\$ 30.90	\$ 1.39	\$ 1.94	\$ 1.40	\$ 6.14	\$ 0.25	\$ 0.25	\$ 42.29
2 nd year	60%	\$ 26.48	\$ 1.19	\$ 1.66	\$ 1.40	\$ 5.28	\$ 0.25	\$ 0.25	\$ 36.51
1 st year									
2 nd Six months	55%	\$ 24.28	\$ 1.09	\$ 1.52	\$ 1.40	-	\$ 0.25	\$ 0.25	\$ 28.79
1 st Six months	55%	\$ 24.28	\$ 1.09	\$ 1.52	-	-	\$ 0.25	-	\$ 27.14
(Beginner)									
Material handler									
After 1 st year		\$ 22.82	\$ 1.03	\$ 1.43	\$ 1.40	\$ 4.55	\$ 0.25	\$ 0.25	\$ 31.73
1 st year									
2 nd Six Months		\$ 19.42	\$ 0.87	\$ 1.22	\$ 1.40	-	\$ 0.25	\$ 0.25	\$ 23.41
1 st Six Months		\$ 19.42	\$ 0.87	\$ 1.22	-	-	\$ 0.25	-	\$ 21.76

Effective May 3, 2026 to May 1, 2027

Classification	Percentage of Journeyperson	Hourly Wage Rate	Recognized Holiday Pay 4.5%	Vacation Pay 6%	Health & Welfare	Pension	Educational Trust Fund	Welfare Fund II	Total Package
General	120%	\$ 53.82	\$ 2.42	\$ 3.37	\$ 1.40	\$ 8.50	\$ 0.25	\$ 0.25	\$ 70.01
Foreperson									
A Foreperson	110%	\$ 49.34	\$ 2.22	\$ 3.09	\$ 1.40	\$ 8.50	\$ 0.25	\$ 0.25	\$ 65.05
B Foreperson	105%	\$ 47.09	\$ 2.12	\$ 2.95	\$ 1.40	\$ 8.50	\$ 0.25	\$ 0.25	\$ 62.56
Journeyperson	100%	\$ 44.85	\$ 2.02	\$ 2.81	\$ 1.40	\$ 8.50	\$ 0.25	\$ 0.25	\$ 60.08
1 st Year	90%	\$ 40.37	\$ 1.82	\$ 2.53	\$ 1.40	\$ 8.05	\$ 0.25	\$ 0.25	\$ 54.67
Journeyperson									
Apprentices- Sheet Metal Worker									
4 th year	80%	\$ 35.88	\$ 1.61	\$ 2.25	\$ 1.40	\$ 7.15	\$ 0.25	\$ 0.25	\$ 48.79
3 rd year	70%	\$ 31.40	\$ 1.41	\$ 1.97	\$ 1.40	\$ 6.26	\$ 0.25	\$ 0.25	\$ 42.94
2 nd year	60%	\$ 26.91	\$ 1.21	\$ 1.69	\$ 1.40	\$ 5.37	\$ 0.25	\$ 0.25	\$ 37.08
1 st year									
2 nd Six months	55%	\$ 24.67	\$ 1.11	\$ 1.55	\$ 1.40	-	\$ 0.25	\$ 0.25	\$ 29.23
1 st Six months	55%	\$ 24.67	\$ 1.11	\$ 1.55	-	-	\$ 0.25	-	\$ 27.58
(Beginner)									
Apprentices- Welder									
4 th year	80%	\$ 35.88	\$ 1.61	\$ 2.25	\$ 1.40	\$ 7.15	\$ 0.25	\$ 0.25	\$ 48.79
3 rd year	70%	\$ 31.40	\$ 1.41	\$ 1.97	\$ 1.40	\$ 6.26	\$ 0.25	\$ 0.25	\$ 42.94
2 nd year	60%	\$ 26.91	\$ 1.21	\$ 1.69	\$ 1.40	\$ 5.37	\$ 0.25	\$ 0.25	\$ 37.08
1 st year									
2 nd Six months	55%	\$ 24.67	\$ 1.11	\$ 1.55	\$ 1.40	-	\$ 0.25	\$ 0.25	\$ 29.23
1 st Six months	55%	\$ 24.67	\$ 1.11	\$ 1.55	-	-	\$ 0.25	-	\$ 27.58
(Beginner)									
Material handler									
After 1 st year		\$ 23.19	\$ 1.04	\$ 1.45	\$ 1.40	\$ 4.62	\$ 0.25	\$ 0.25	\$ 32.20
1 st year									
2 nd Six Months		\$ 19.74	\$ 0.89	\$ 1.24	\$ 1.40	-	\$ 0.25	\$ 0.25	\$ 23.77
1 st Six Months		\$ 19.74	\$ 0.89	\$ 1.24	-	-	\$ 0.25	-	\$ 22.12

Effective May 2, 2027 to April 30, 2028

Classification	Percentage of Journeyperson	Hourly Wage Rate	Recognized Holiday Pay 4.5%	Vacation Pay 6%	Health & Welfare	Pension	Educational Trust Fund	Welfare Fund II	Total Package
General	120%	\$ 54.78	\$ 2.47	\$ 3.44	\$ 1.40	\$ 8.50	\$ 0.25	\$ 0.25	\$ 71.09
Foreperson									
A Foreperson	110%	\$ 50.22	\$ 2.26	\$ 3.15	\$ 1.40	\$ 8.50	\$ 0.25	\$ 0.25	\$ 66.03
B Foreperson	105%	\$ 47.93	\$ 2.16	\$ 3.01	\$ 1.40	\$ 8.50	\$ 0.25	\$ 0.25	\$ 63.50
Journeyperson	100%	\$ 45.65	\$ 2.05	\$ 2.87	\$ 1.40	\$ 8.50	\$ 0.25	\$ 0.25	\$ 60.97
1 st Year	90%	\$ 41.09	\$ 1.85	\$ 2.58	\$ 1.40	\$ 8.19	\$ 0.25	\$ 0.25	\$ 55.61
Journeyperson									
Apprentices- Sheet Metal Worker									
4 th year	80%	\$ 36.52	\$ 1.64	\$ 2.29	\$ 1.40	\$ 7.28	\$ 0.25	\$ 0.25	\$ 49.63
3 rd year	70%	\$ 31.96	\$ 1.44	\$ 2.00	\$ 1.40	\$ 6.37	\$ 0.25	\$ 0.25	\$ 43.67
2 nd year	60%	\$ 27.39	\$ 1.23	\$ 1.72	\$ 1.40	\$ 5.46	\$ 0.25	\$ 0.25	\$ 37.70
1 st year									
2 nd Six months	55%	\$ 25.11	\$ 1.13	\$ 1.57	\$ 1.40	-	\$ 0.25	\$ 0.25	\$ 29.71
1 st Six months	55%	\$ 25.11	\$ 1.13	\$ 1.57	-	-	\$ 0.25	-	\$ 28.06
(Beginner)									
Apprentices- Welder									

4 th year	80%	\$ 36.52	\$ 1.64	\$ 2.29	\$ 1.40	\$ 7.28	\$ 0.25	\$ 0.25	\$ 49.63
3 rd year	70%	\$ 31.96	\$ 1.44	\$ 2.00	\$ 1.40	\$ 6.37	\$ 0.25	\$ 0.25	\$ 43.67
2 nd year	60%	\$ 27.39	\$ 1.23	\$ 1.72	\$ 1.40	\$ 5.46	\$ 0.25	\$ 0.25	\$ 37.70
1 st year									
2 nd Six months	55%	\$ 25.11	\$ 1.13	\$ 1.57	\$ 1.40	-	\$ 0.25	\$ 0.25	\$ 29.71
1 st Six months	55%	\$ 25.11	\$ 1.13	\$ 1.57	-	-	\$ 0.25	-	\$ 28.06
(Beginner)									
Material handler									
After 1 st year		\$ 23.60	\$ 1.06	\$ 1.48	\$ 1.40	\$ 4.71	\$ 0.25	\$ 0.25	\$ 32.75
1 st year									
2 nd Six Months		\$ 20.09	\$ 0.90	\$ 1.26	\$ 1.40	-	\$ 0.25	\$ 0.25	\$ 24.15
1 st Six Months		\$ 20.09	\$ 0.90	\$ 1.26	-	-	\$ 0.25	-	\$ 22.50

3. Forepersons

a) Foreperson's rate of Pay:

General Foreperson - 20% above Journeyperson 's rate of pay.

Appointment of General Forepersons will be at the sole discretion of the Employer.

"A" Foreperson - 10% above Journeyperson 's rate of pay

"B" Foreperson - 5% above Journeyperson 's rate of pay

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

"A" Foreperson - 13% above Journeyperson 's rate of pay

"B" Foreperson - 8% above Journeyperson 's rate of pay

General Foreperson - 26% above Journeyperson 's rate of pay

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

b) In shops, the Employer shall designate a Journeyperson as a "B" Foreperson when up to ten (10) workers (inclusive of Foreperson) are employed in the shop. When over ten (10) workers are employed in the shop on a regular or semi-regular basis, the Employer shall designate a Journeyperson as an "A" Foreperson. Shop Foreperson rates shall not have cause to fluctuate up and down by temporary changes in the workforce. All workers working in the shop shall be under the supervision of the Shop Foreperson.

4. Material Handler

A Material Handler is defined as a shop worker who performs tasks of routine and highly repetitive nature relating to high volume production. The Material Handler may also perform other tasks such as clean up, receiving and truck driving.

The ratio of Material Handlers to other regular workers (Journeypersons and Apprentices) shall be as follows:

a) Shops under ten (10) regular workers may employ one (1) Material Handler.

- b) Shops with ten (10) to fourteen (14) regular workers may employ up to two (2) Material Handlers.
- c) Shops with fifteen (15) to nineteen (19) regular workers may employ up to three (3) Material Handlers.
- d) Shops with twenty (20) or more regular workers may employ up to four (4) Material Handlers.

5.

a) Apprentices - Shop Sheet Metal Worker

All percentages shall be of the Journeyperson 's hourly wage rate:

First Year Apprentice	- 55% of Journeyperson 's rate
Second Year Apprentice	- 60% of Journeyperson 's rate
Third Year Apprentice	- 70% of Journeyperson 's rate
Fourth Year Apprentice	- 80% of Journeyperson 's rate
First Year Journeyperson	- 90% of Journeyperson 's rate

Apprentices are governed by the Saskatchewan Apprenticeship and Trade Certification Act and both Parties hereto agree that no Apprentice shall be permitted to do any work outside of the Shop during the first four (4) years of their Apprenticeship period unless working with a Journeyperson Sheet Metal Worker or a 4th year Sheet Metal Worker member of Local 296.

It is further agreed between the Parties hereto that no 3rd year Sheet Metal Worker, 2nd year Sheet Metal Worker or beginner shall be permitted to do any work on any jobsite outside of the Shop unless working with a Journeyperson Sheet Metal Worker member of Local Union 296.

It is mutually agreed that not more than two (2) apprentices for every one (1) Journeyperson employed at the Trade shall be allowed to work with the tools of the Trade in accordance with the Apprenticeship and Trade Certification Act.

An Apprentice, under a provincial apprenticeship agreement, shall receive three (3) months bench training per year with a minimum of one (1) month per year.

b) Apprentices - Shop Welder

Apprentices to be paid according to classification as below:

1st 12 months	- 55% of Journeyperson 's rate
2nd 12 months	- 60% of Journeyperson 's rate
3rd 12 months	- 70% of Journeyperson 's rate
4th 12 months	- 80% of Journeyperson 's rate
5th 12 months	- 90% of Journeyperson 's rate

All Journeyperson welders shall be paid Journeyperson Sheet Metal rate. Apprentice welders will be paid their percentage of Journeyperson Sheet Metal rate.

Journeyperson Welders must hold a Saskatchewan Welders' Certificate. Other Provinces' Certificates will be valid until the first opportunity to obtain the Saskatchewan Provincial Certificate. All Apprentices must be indentured in the Saskatchewan Apprenticeship School. Apprentices are governed by the Saskatchewan Apprenticeship and Trade Certification Act. Apprentices shall work under direct supervision of a Journeyperson .

6. Health and Welfare Trust Fund

The Beginner (1st six months) and Material Handler (1st six months) will not pay into the Health & Welfare Fund.

Employer Contribution

The Employer shall contribute the amount established in the respective wage schedule per hour for each hour worked by their Employees covered by the terms of this Agreement and shall submit such contributions to a trust Account as designated by the Trustees. Contributions will be made on the basis of full and half hours.

Employee Contribution

Effective April 30, 2023, the Employees agree to contribute to the Trust Fund fifty cents (\$0.50) per hour worked, which amount shall be deducted from the Employee's wages by the Employer and paid to the Health & Welfare Trust Account. The Union agrees they will never ask the Employer to match any contributions made by the Employee under this clause.

7. Pension Plan Trust Fund

Employer Contribution

The Employer shall not contribute their portion into the Sheet Metal Workers Local 296 Pension Trust Fund on behalf of first year Apprentices.

The Employer shall contribute the amount established in the respective wage schedule per hour for each hour earned by their Employees covered by the terms of this Agreement and shall submit such contributions to a trust Account as designated by the Trustees. Where an Employee works overtime, the contribution shall be one and one-half (1.5x) or two (2x) the aforementioned rate, in accordance with the overtime provisions in this Agreement. Contributions will be made on the basis of full and half hours, and all contributions shall be remitted monthly on forms to be provided by the Plan. All contributions are to be remitted so as to be received on or before the fifteenth (15th) of the month following that for which such contributions are payable. These contributions shall be in addition to any compulsory Government pension plan.

The Employer contribution to the Pension Trust Fund on behalf of second through fourth year Apprentices and 1st Year Journeypersons shall be calculated on the basis of a maximum of eighteen percent (18%) of the Apprentice's or 1st Year Journeyperson 's gross wage rate (basic wage rate + 4.5% statutory holiday pay + 6% vacation pay) but in any case shall not exceed the Employer contribution rate to the Pension Trust Fund on behalf of Journeypersons.

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

8. Educational Trust Fund

The Employer shall contribute the amount established in the respective wage schedule per hour for each hour worked by their Employees covered by the terms of this Agreement, and shall submit such contributions to the deposit account designated by the Joint Training Committee as a Trust Fund Deposit Account.

9. Welfare Fund II

The Beginner (1st six months) and Material Handler (1st six months) will not pay into the Welfare Fund II.

The Employer shall contribute the amount of the amount established in the respective wage schedule per hour for each hour worked by their employees covered by the terms of this Agreement and shall submit such contributions to the Welfare Fund II.

10. Trade Promotion Fund

Employee Contribution

The Employees agree to contribute fifteen cents (\$0.15) per hour for each hour worked to the Promotion Fund, which amount shall be deducted from the Employee's wages by the Employer and submitted to the Sheet Metal Workers' Local 296 Trade Promotion Fund. The Union agrees they will never ask the Employer to match any contributions made under this clause.

APPENDIX "C" – ENABLING PROCEDURES

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

7. The terms of an Enabling Clause Information Sheet shall continue for the duration of the enabled project notwithstanding that this Collective Agreement may expire prior to the completion of the project.
8. The exercise by the Local Union of any discretion under this Appendix shall not be subject to any grievance or arbitration procedure.
9. Upon completion of bidding and award of the project, each enabled Employer shall complete the Post Enabling Clause Information Sheet forming part of this Appendix and send it to the Union.

APPENDIX "C" - PRE-ENABLING CLAUSE INFORMATION SHEET

DATE: _____

TO:	Sheet Metal Workers' Local 296	Telephone: (306) 757-5482
		Facsimile: (306) 347-0770
FROM:	_____	Telephone: _____
	_____	Facsimile: _____

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

PROJECT: _____
 OWNER: _____
 LOCATION: _____
 TOTAL MECHANICAL BUDGET: _____
 BID TO: _____
 TENDER CLOSING DATE: _____
 START DATE: _____
 COMPLETION DATE: _____

KNOWN BIDDERS:	
UNION	NON-UNION

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

ITEM	DESCRIPTION

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

 Business Representative, Local Union Contractor Representative

APPENDIX "C" - POST ENABLING CLAUSE INFORMATION SHEET

Date: _____

To: Sheet Metal Workers' Local Union #296

From: _____

Project: _____

Tender Closed Date: _____

% Labour Sheet Metal: _____

% Labour Plumbing/Pipefitting: _____

Total Amount of Bid: _____
(if other Trades included list Trade)

List other Bidders and Bid Amounts (if known):

Successful Bidder:

Signed Contractor Representative

APPENDIX "D" - EMPLOYEE SIGN-ON FORM

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

Street Address: _____

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

City/Town: _____ Province: _____

Postal Code: _____

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

S.I.N.: _____ Hospitalization No. _____

Net Tax Claim Code: _____

Trade: _____ Classification: _____

EMERGENCY CONTACT INFORMATION:

Name: _____

Address: _____

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

Employee Signature _____ Date _____

APPENDIX "E" - EMPLOYEE TERMINATION RECORD

NAME _____ DATE _____
 ADDRESS _____ PROJECT _____
 CITY/PROV _____ PROJECT # _____
 PHONE _____

Reason for Termination

Shortage of Work	[]	Retirement	[]
Strike or Lockout	[]	Work Sharing	[]
Return to School	[]	Apprentice Training	[]
Illness or Injury	[]	Dismissal	[]
Quit	[]	Leave of Absence	[]
Pregnancy/Parental	[]	Other	[]

Other - Explain _____

[] Final Pay Period	[] Previous Pay Period	S	M	T	W	T	F	S	Total
Regular Hours									
Time & One Half									
Double Time									
Shift Differential									
Subsistence									
Meal Allowance									
Travel Km									

Other Monies Owing _____

Supervisor _____ Date _____

Employee _____ Date _____

Employee's Signature Verifies That Final Hours, Etc. Are Correct
 Employee To Be Given A Copy, Supervisor To Retain Original

APPENDIX "F" - LEAVE OF ABSENCE REQUEST

CONTRACTOR: _____ PROJECT: _____

NAME: _____ DATE: _____

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

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

DATE: _____ TIME OF ABSENCE: _____

IF MORE THAN 8 HOURS:

LAST DAY TO BE WORKED BEFORE TIME OFF: _____

FIRST DAY TO BE WORKED AFTER TIME OFF: _____

REASON FOR LEAVE OF ABSENCE: _____

LEAVE APPROVED: YES _____ NO _____

REASON FOR NON-APPROVAL: _____

SUBSISTENCE APPROVED: YES _____ NO _____

REASON FOR APPROVAL: _____

EMPLOYEE SIGNATURE _____

FOREPERSON SIGNATURE _____

SUPERVISOR SIGNATURE _____

NOTE:

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

APPENDIX "G"- COMPETITIVE SCHEDULING

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

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

1. Scheduled Days Off

Working a scheduled day off will be on a voluntary basis and will not cause a disruption in the regular shift pattern. When the scheduled days of rest are five (5) days in a row or greater, they will be considered a "furlough".

For the Ten Days On; Four days Off Schedule:

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).

For the Fourteen Days On; Seven Days off:

If the employee works hours during the furlough, they will be paid pursuant to the schedule in Article 12:00.

2. Statutory Holidays

A Statutory Holiday that falls on a regular scheduled day of work, the Statutory Holiday will be observed on that date, as outlined in Article 13:00.

A Statutory Holiday that falls during a regularly scheduled day off that is not a furlough, will be observed on the next scheduled work day.

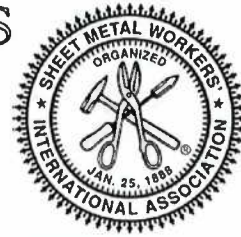
A Statutory Holiday that falls during a furlough, will be deemed to have been observed on the day which it falls and will not affect the date of the return to a work cycle nor the rate of pay for that date.

APPENDIX "H"

ALCOHOL AND DRUG TEST FAILURES



SHEET METAL WORKERS
&
ROOFERS
Local 296 Saskatchewan



Feb 20/2014

To Construction Labour Relations Association of Saskatchewan Inc.

Att. Warren Douglas

Sheet Metal Workers Local 296 Saskatchewan is very pleased to announce that at recent Union Meetings our Membership has voted in favour or adopting into our By-Laws "Drug & Alcohol Reimbursement for failed Tests"

This means that effective April 1 2014 if a Member of Sheet Metal Workers Local 296 or any other Member working in our jurisdiction fails a D&A Test, SMW Local 296 will reimburse that Employer for the cost the D&A Test. Reimbursement will be only for the actual cost of the D&A Test and nothing else (Not any time, travel Etc.). To qualify for reimbursement the Employer must provide a receipt that shows the cost they have incurred by the testing facility. Subsequently the offending member will not be available for dispatch until they have been cleared by Case Management (FSEAP) and has repaid SMW Local 296 the monies that were reimbursed to the Employer on their behalf.

Please make note that Sheet Metal Workers Local 296 Saskatchewan is a progressive Union that values the partnership we have with our Employers. And that we take responsibility for the actions of our members. Please feel free to contact me with any questions regarding this issue.

We believe that together we can make a difference that will improve all of our lives.

Lorne E. Andersen B/Mgr. SMWIA Loc. 296

1155 11th Ave Regina Saskatchewan S4P0G8

306-757-5482 Lorne.andersen@local296.org

LETTER OF UNDERSTANDING #1

BETWEEN

EACH OF THE UNIONIZED EMPLOYERS IN THE SHEET METAL TRADE DIVISION OF THE CONSTRUCTION INDUSTRY ON WHOSE BEHALF CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF SASKATCHEWAN INC., AS THE REPRESENTATIVE EMPLOYERS' ORGANIZATION HAS ENTERED INTO THIS AGREEMENT;
(Hereinafter referred to as the "EMPLOYER")

- AND -

INTERNATIONAL ASSOCIATION OF SHEET METAL AIR RAIL AND TRANSPORT WORKERS (SMART), LOCAL 296;
(Hereinafter referred to as the "UNION")

Re: Annual Sector Subsistence Rate Review Process

Whereas the parties are signatory to a collective agreement that is effective April 30, 2023 and expires April 30, 2028 and

Whereas a part of the Memorandum of Agreement for the Collective Agreement implements a new process for establishing the subsistence rate for the wage and rate changes in 2023 and beyond; and

It is resolved that the parties create this Letter of Understanding documenting the intent of the transitional process, capturing the agreement reached at the negotiating table.

The following is an excerpt from the Memorandum of Agreement outlining the intent of the parties regarding this review:

** Annual sector subsistence review components to use the existing Letter of Understanding regarding subsistence review committee:

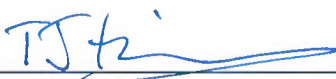
- Annual sector subsistence review by region based generally on each sector per provincial map (attached)
- Exclusion cities (Saskatoon and Regina) and exception zones (Estevan and Lloydminster) exempt for the general review. Past practice shall remain for these cities.
- Annual sector subsistence reviews to begin in the third quarter of the year and become effective the same day as the wage increase the following year
- Recognizing that Clients and Owners are affected by this process, it is the intent of the committee to consult with these stakeholders and invite input into the process

Attached is the map that the parties agreed to in principle for guidance and clarification to their respective memberships.

This Letter of Understanding shall expire the same day as the Saskatchewan Sheet Metal Industrial Provincial Agreement.

Signed this 19th day of May, 2023 in the city of Regina, SK.

For the Union



For the Employer



LETTER OF UNDERSTANDING #2

BETWEEN

**EACH OF THE UNIONIZED EMPLOYERS IN THE SHEET METAL TRADE DIVISION OF THE CONSTRUCTION INDUSTRY ON WHOSE BEHALF CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF SASKATCHEWAN INC., AS THE REPRESENTATIVE EMPLOYERS' ORGANIZATION HAS ENTERED INTO THIS AGREEMENT;
(Hereinafter referred to as the "EMPLOYER")**

- AND -

**INTERNATIONAL ASSOCIATION OF SHEET METAL AIR RAIL AND TRANSPORT WORKERS (SMART), LOCAL 296;
(Hereinafter Referred to as the "Union")**

RE: Pension Contribution Paid Directly as Wages for Workers aged 71 or older

WHEREAS the Canada Revenue Agency has established that retirement savings plans cannot be made for workers once they turn seventy-one (71) years of age, and

WHEREAS some workers are continuing to work at the age of 71 and beyond, and

WHEREAS it is in the interests of the Employer, the Union and the individual to amend the pension contributions for workers aged 71 or older,

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

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

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

Signed this 19th day of May, 2023.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF: INTERNATIONAL ASSOCIATION OF SHEET METAL AIR RAIL AND TRANSPORT WORKERS (SMART), LOCAL 296

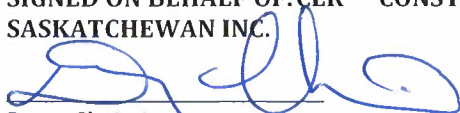


Tj King
Business Manager

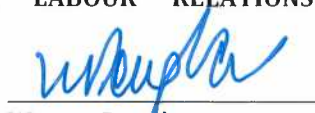


Trent Marshall
President

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



Doug Christie
Trade Division Chair



Warren Douglas
Executive Director

LETTER OF UNDERSTANDING

BETWEEN

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

(Hereinafter Referred to as the "Employer")

- AND -

INTERNATIONAL ASSOCIATION OF SHEET METAL AIR RAIL AND TRANSPORT WORKERS (SMART), LOCAL 296

(Hereinafter Referred to as the "Union")

Pursuant to the 2023 collective agreement settlement, the Parties agree that the 2022 subsistence rates, effective April 30, 2023 until the 2023 rates are finalized, shall be as follows:

North West Quadrant		North East Quadrant	
52° N to 56° N 110° W to 106° W	\$150/day	52° N to 56° N 106° W to Manitoba Border	\$150/day
South West Quadrant		South East Quadrant	
Border to 52° N, 110° W to 106° W	\$145/day	Border to 52° N 106° W to Manitoba Border	\$145/day

Signed and dated this 19th day of May, 2023 in the City of Regina, Saskatchewan.

SIGNED ON BEHALF OF:

INTERNATIONAL ASSOCIATION OF SHEET METAL AIR RAIL AND TRANSPORT WORKERS (SMART), LOCAL 296



TJ King
Business Manager



Trent Marshall
President

SIGNED ON BEHALF OF:

CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF SASKATCHEWAN INC.



Doug Christie
Trade Division Chair



Warren Douglas
Executive Director

