

#### National Maintenance Council for Canada

# Saskatchewan NMA Collective Agreement

# MEMORANDUM OF UNDERSTANDING

Following discussions with affected signatory employers, the Parties hereto have approved the following agreed to additions or changes contained within this MOU. The terms and conditions outlined in this MOU will supersede any conditions contained in the Collective Agreement.

## 1. DURATION

The terms and conditions outlined in this MOU will become effective on August 12, 2018 and will expire on June 30, 2021. Upon expiration the MOU will be become null and void and removed in its entirety from the Collective Agreement.

#### 2. OVERTIME

When an employee is required to work in excess of the regular hours Monday through Friday, they shall be paid overtime at a rate of time and one half (1 ½) the regular rate of pay. Double-time (2) will be payable after twelve (12) hours worked.

Employees working on a Saturday, shall be paid at an overtime rate of time and one half (1 ½) the regular rate of pay. Double-time (2) will be payable after twelve (12) hours worked.

Employees working on a Statutory Holiday (as outlined in Article 18.100) shall be paid at an overtime rate of time and one half (1  $\frac{1}{2}$ ) the regular rate of pay. Double-time (2) will be payable after twelve (12) hours worked when the Holiday falls Monday through Saturday.

Employees working on a Sunday shall be paid overtime at double-time (2) the regular rate of pay

Any unscheduled overtime will be voluntary and worked at the employees' discretion.

All overtime worked on maintenance will be compensated as above except in cases where individual trades have, on a local basis, established overtime conditions at less than the above in a maintenance agreement or the reference Agreement. In such cases, the overtime conditions for maintenance will be those conditions established by the



individual trade and shall be included into this Agreement.

### 3. WORK READY WORKFORCE

The Parties to the Collective Agreement agree that it is important to be in position to supply a Work Ready Workforce (WRWF) in this highly competitive market and commit to work together to ensure that a WRWF is in place by June 30, 2021. The Parties commit to working with the local unions, the Building Trades of Saskatchewan to develop a strategy to bring this initiative to fruition.

#### 4. GENERAL UNDERSTANDINGS

- 1. The component unions of the National Maintenance Council for Canada (NMC) recognize the importance of the supply of skilled and ready-to-work employees on maintenance projects. The NMC agrees to adopt the core training safety provisions which have been established by the individual component unions and outlined in their respective reference agreements. Any future additions incorporated in to the trade specific appendices of the reference agreement will be incorporated into this agreement. The Council understands the current costs being absorbed by the industry due to the duplication and redundancy of training and commits to working with the signatory employers towards the development of an industry standard for core training within the province of Saskatchewan
- 2. The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers are expected to disclose to the Employer any current safety training certificates that may be required for that job, as identified by the employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective.

#### 5. WAGE RATE

Any enablement provisions made by the local unions to the wage rates or benefits packages and provided to contractors not signatory to the agreement will be extended to the NMA employers when bidding the same or similar work packages. In these circumstances the Long-Term and Short-Term Maintenance Base Rates will at the enabled rate and the seventy-five cent (\$0.75) reduction will not be applicable.

#### 6. STATUTORY HOLIDAYS

Statutory Holidays will be observed on the day they fall and will not be moved into the regular work week for observance.



# 7. DAY WORK CONDITIONS

Effective November 1, 2018 the shift premium for each trade will be established as per the individual trade reference agreement capped at a maximum of \$3.75.

### 8. DAY WORK CONDITIONS

When ten (10) hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two breaks of one half ( $\frac{1}{2}$ ) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift. In the event an employee is not able to take a break, the employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half ( $\frac{1}{2}$  x) shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which work days are regularly scheduled in excess of ten (10) hours. A change in the scheduling of breaks will normally be communicated to the affected employees prior to the end of the work cycle before the change.



#### FOR AND ON BEHALF OF THE UNIONS:

Vice President

International Association of Heat & Frost Insulators & Allied Workers

International Vice President

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers

**Director of Canadian Affairs** 

International Union of Bricklayers & Allied Craft Workers

General President

United Brotherhood of Carpenters & Joiners of America

Vice President

Operative Plasterers & Cement Masons International Association

International President

International Brotherhood of **Electrical Workers** 

Director of Canadian Affairs

International Association of Sheet Metal, Air, Rail and Transportation Workers General President

Labourers International Union of North America

General President

International Union of Operating Engineers

General President

International Union of Painters and Allied Trades

**Director of Canadian Affairs** 

United Association of Journeymen & Apprentices of the Plumbing & Pipefitting Industry of the United

States and Canada

General President

International Brotherhood of

Teamsters

General Vice President

International Association of Bridge, Structural, Ornamental &

Reinforcing Iron Workers