

OPERATING ENGINEERS

FOUNDATION PILING AGREEMENT

THIS AGREEMENT ENTERED INTO

BETWEEN:

**Employers engaged in Foundation Piling Construction, and CLR
Construction Labour Relations Association of Saskatchewan Inc., in
the Province of Saskatchewan,**

(hereinafter referred to as "The Employer")

- AND -

**The International Union of Operating Engineers, Hoisting, Portable and
Stationary, Local 870**

(hereinafter referred to as "The Union")

2007 - 2010

**PREFACE: Any reference to the masculine gender within this Agreement shall
be deemed to apply equally to the feminine gender.**

ARTICLE ONE - OBJECT AND SCOPE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and to provide for the prompt and equitable disposition of grievances without stoppages of work, and to establish and maintain satisfactory working conditions, hours of work, and wages for all Employees who are subject to the provisions of this Agreement.
- 1.02 No Employer shall refuse to employ or to continue to employ, or otherwise discriminate against any person in regard to employment or any term or condition of employment because of nationality, creed, ancestry, place of origin, religion, colour, race or sex.

ARTICLE TWO - DURATION OF AGREEMENT

- 2.01 This Agreement shall be effective from June 4, 2007 and shall remain in effect until April 30, 2010.
- 2.02 **SPECIAL PROJECTS**

The parties hereto express their intent to consider amending certain provisions of this Collective Agreement, by way of an Appendix, where this action appears necessary and appropriate for certain projects. The provisions must be mutually agreed upon by the parties hereto.

ARTICLE THREE - UNION RECOGNITION

- 3.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees falling within the jurisdiction of the Union.
- 3.02 Owner-Operated and manned rented equipment shall in no way be used to circumvent the intentions and provisions of this Agreement. Where Owner-Operated equipment performs work for which he has been engaged and works beyond seven (7) calendar days, he shall thereafter become an Employee and be entitled to all the provisions of this Agreement. The Union will be notified as stipulated in Article 4:03 before an Owner-Operator is employed on a job site. Initial travel time and transportation allowances will not apply to Owner-Operators hired under this clause.

ARTICLE FOUR - UNION SECURITY

- 4:01 Every Employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new Employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of his employment, provided that any Employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the Union shall, as a condition of his employment, tender to the Union the periodic DUES uniformly required to be paid by the members of the Union.
- 4:02 Upon the written request of any Employee within the scope of this Agreement and upon the written request of the Union, the Employer agrees to deduct from the wages due to any such Employee the UNION DUES, and submit all monies so deducted, along with a list of names from whom such deductions have been made, to the Union on or before the 15th day of each and every month.
- 4:03 (a) The Employer, when requiring men, shall notify the Union Hiring Hall Office forty-eight (48) hours prior to the commencement of any new project, and twenty-four (24) hours notice shall be given after a project has commenced. In the event the Union is unable to supply suitable and qualified workmen, then the Employer may hire from any available source. The Employer shall have the right to determine the competence of workmen supplied by the Union, and to reject or discharge any such workmen supplied by the Union, and to reject or discharge any such workmen on this account. It is specifically understood that all Employees hired under the terms of this Agreement must have clearance from the dispatcher of Local 870.
- (b) The Employer shall have the right to request specific Saskatchewan Union members by name, provided they have been employed in the Piling Industry within the past year.
- 4:04 All Employees have consented to a standard deduction of thirty cents (\$0.30) per hour worked as Supplementary Union Dues. Such deductions to be calculated and remitted in the same manner as Health and Welfare and Pension Fund remittances effective June 4, 2007. Five cents (\$0.05) per hour from the thirty cents (\$0.30) per hour deduction is to be remitted to the Saskatchewan Building Trades Council, c/o P.O. Box 1112, Saskatoon, Saskatchewan, S7K 3N2

ARTICLE FIVE - UNION RIGHTS AND RESPONSIBILITIES

- 5:01 The Union shall notify the Employer in writing of the appointment of Shop Stewards, who shall be qualified tradesmen, and preference shall be given to appointing only those Employees of long term standing.
- 5:02 The Employer recognizes that a Steward is acting for the men as a whole and he shall not be discriminated against for expressing the wishes of the workmen. The Steward may be called upon by the Employer to assist in the settlement of grievances. The Steward shall be considered an official representative of the Union of the job.
- 5:03 (a) The Shop Steward will be the last Operating Engineer laid off in his classification whenever possible. The Union shall be notified prior to termination or transfer of Shop Stewards and the reasons specified.
- (b) The Shop Steward will be one of the last two Employees sent home during the work day and/or the work week. During the work day this provision is restricted to the project that the Steward is employed on. During the work week he/she shall be transferred to crew that is working on a project within a fifty (50) kilometre radius of the project he/she was previously employed on. It is understood that the Steward must be qualified to perform the required work.
- 5:04 An authorized representative of the Union shall retain the privilege of access to Employees of the Employer, provided that prior consent is obtained from the Employer, Owner, and the Prime Contractor when necessary, and that the work of the Employees is not interfered with.
- 5:05 No agreement embodying any terms or conditions more favourable to any other Employer than the terms and conditions embodied in this Agreement shall be signed by the Union with any other Employer engaged in foundation piling construction within the geographical jurisdiction of this Agreement. In the event that any more favourable terms or conditions are extended to any other Employer by the Union or included in any agreement signed by the Union with any other Employer and made operative during the life of this Agreement, then such more favourable terms and conditions shall immediately apply to this Agreement, and be in force and effect as an amendment to this Agreement as though included therein.
- 5:06 Layoff procedure within classification will be as follows:
- (1) All permit hands will be laid off first.
 - (2) Second to be laid off will be travel card members of other Locals.
 - (3) Last to be laid off will be members in good standing of Local 870.
 - (4) Group I and Group II Employees will be given preference for non-operating work.

5:07 Permit holders will be allowed permits on a monthly or weekly basis with an expiry day at the end of each month or week that they have applied for. If an Operating Engineer becomes available at the end of the permit term, he may replace the permit hand on any project. The Union must notify the Employer in writing thirty (30) days prior to the request for termination of a permit holder.

ARTICLE SIX - MANAGEMENT RIGHTS

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

- (a) to conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of jobs and work, to classify and judge the suitability of Employees for various types of work and to maintain order, discipline and efficiency;
- (b) to select, hire, discharge, transfer, promote, lay off, or otherwise discipline Employees, provided that a claim by an Employee that he has been discharged without reasonable cause shall be subject to the provisions of the Grievance Procedure;
- (c) to make, alter from time to time, and enforce reasonable rules of conduct and procedures to be observed by the Employees, violations of which will be cause for discipline and may include discharge.

ARTICLE SEVEN - HOURS OF WORK AND OVERTIME

7:01 The following sections in the Article are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

7:02 When working a normal five day work week, the working day shall be composed of not more than eight (8) working hours. A workday shall commence at 8:00 A.M. and end at 5:00 P.M. Monday to Friday, inclusive. A deviation may be allowed by agreement between the Employer and the majority of the Operating Engineers on the job. All work performed before or after the hours stated herein shall be considered as overtime unless otherwise negotiated between the Union and the Employer, or unless shift conditions apply.

- 7:03 One hour in each workday shall be allowed as a meal hour, but the time allowed for the said meal hour may be reduced on any job as agreed between the Employees on the job and the Contractor or his representative. Any deviation on industrial sites shall be agreed to at the pre-job conference. After two (2) hours of unscheduled overtime, the Employer will provide a hot meal at no cost to the Employee, and shall provide a hot meal after each additional four (4) hours of work. If circumstances make providing a hot meal impractical, the Employer shall pay the employee fifteen (\$15.00) dollars in lieu of each hot meal not so provided.
- 7:04 The Employer may require Employees to perform overtime work in excess of the regular hours. The Employer shall notify the Employee by noon of the day the overtime is required whenever possible.
- 7:05 When working a five day work week all time worked in excess of regular daily hours, Monday through Friday shall be paid for at the rate of time and one-half (1.5x).
- 7:06 Any shift other than a day shift shall be classed as a second or third shift. The hourly rate for Employees on the second or third shift shall be the regular rate plus fifteen percent (15%) for a maximum of eight (8) hours, with overtime rates thereafter.
- The premium shall apply to the straight time rate for overtime. No Employee shall work more than one (1) shift in a twenty-four hour period, except at overtime rates. A "call out" as in Article 12:03 will not constitute a shift.
- 7:07 No employee shall work more than one straight time shift in each consecutive twenty-four (24) hour period. An Employee shall continue to receive the overtime rate after each shift until a break of eight (8) consecutive hours occurs.
- 7:08 (a) When working under the four (4) day work week schedule, Employees shall be paid at two times (2x) the regular hourly rate for all hours worked in excess of the regular ten (10) hours per day Monday through Thursday.
- (b) Hours worked on Fridays (other than as make-up day) shall be paid at one and one-half (1.5x) times the Employees' regular rate of pay. All hours worked on Fridays shall be on a voluntary basis and each Employee has the right to refuse such work.

- (c) 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 double times (2x) rate shall apply. Time worked on make-up days shall be on a voluntary basis and each Employee has the right to refuse such work.

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

ARTICLE EIGHT - TRANSPORTATION, TRAVELLING TIME, LIVING ALLOWANCE

8:01 For purposes of this Agreement, the city or town limits of an employee's established residence shall be an area free of travel time, travel expense, and living allowance. Employees who are transferred by their Employer from one city to another shall receive travel time, travel expenses, and living allowance.

8:02 When an Employee is required to travel to an out-of-town job and does not return home daily from the cities of Saskatoon or Regina, the Employee will be entitled to initial and return transportation expense, and travel time as follows:

- (a) Where transportation is not supplied by the Employer the automobile expense rate shall be fifty cents (\$0.50) per kilometre plus one (1) minute per kilometre by the shortest route.
- (b) Travelling time will be at straight time rate for actual travel hours by the shortest route up to a maximum of one (1) minute per kilometre.
- (c) An Employee will not be entitled to transportation expense, and travelling time until he has worked fifteen (15) calendar days on initial dispatch, or for the duration of the job whichever is lesser, and if he quits within that time, the amount of payment paid on this account will be deducted from his outstanding wages.
- (d) An Employee is not entitled to transportation expenses or travelling time if he is hired on the job.
- (e) Rotation leave for isolated projects will be every twenty-five (25) days.

8:03 When an Employee is required to commute daily from the cities of Saskatoon or Regina to an "out-of-town" job, as defined in 8:01, the Employer will provide transportation and pay travelling time, from the boundaries of the "free zone" as defined in 8:01, to the job and return. Where transportation is not provided by the Employer, automobile expense will be paid at the rate of fifty cents (\$0.50) per kilometre, travelled by the shortest route. Travel time will be paid on the same basis as in 8:02 (b).

8:04 When an Employee is required to travel to an out-of-town job, and does not return home daily, and thereby is entitled to transportation expenses as in 8:02, he shall be entitled to living allowance as follows:

- (a) The employer will provide employees with suitable board and room, OR single accommodation (if requested) and forty-five dollars (\$45.00) per day worked. A daily rate of fifty-five dollars will apply for work performed North of the 55th parallel. The employer recognizes circumstances may necessitate payment of board and room for seven (7) days per week to employees employed on remote projects.
- (b) On projects where the Employer makes board and lodging arrangements on behalf of the Employee in a camp, the Employer will absorb all camp costs.
- (c) Living allowance will not be paid to or for Employees when absent from work without permission of the Foreman in charge.

ARTICLE NINE - WORKING CONDITIONS

9:01 The hours of work indicate the times at which work is to start and stop. Employees must arrive at the job site in sufficient time to be at the place of work at the regular starting time and shall remain until the regular Stopping time.

9:02 When an Employee is required to work in the rain, wet weather gear shall be supplied. If it is not returned, the Employee may be charged with replacement costs.

9:03 The Employer agrees to furnish suitable drinking water at convenient locations on the job site. Heated lunchrooms shall be provided and heated shelter shall be provided for the repair and maintenance of equipment. The Employer will provide suitable enclosed sanitary facilities, heated in cold weather where practical. Employees will co-operate with the Employer in keeping these facilities clean.

- 9:04 The Employer shall make and revise such safety and other project rules and regulations as may be consistent with company policy and/or Federal or Provincial legislation or regulations, and failure by workmen to observe and obey such rules and regulations as have been published by the Employer shall be cause of immediate dismissal provided that the said company rules and regulations are not in contravention of the Occupational Health Act of the Province of Saskatchewan, or other mutually recognized safety regulations.
- 9:05 When an Employee is laid off or discharged, or quits work, one hour's notice shall be given by the Employer or Employee as the case may be. In the absence of such notice by either party, one hour's pay is to be paid or forfeited as the case may be. After ninety (90) days of employment, refer to Section 43 (1) of the Labour Standards Act.
- 9:06 The Employer shall make available when required by the Employee in the course of their employment, the tools and equipment generally considered the responsibility of the Employer. The EMPLOYER'S TOOLS shall not be subjected to negligent care or abuse; any breakage or loss of any such tools shall immediately be reported by the Employee to his Supervisor. The Employer shall provide locked facilities for the storage of Employee tools.
- 9:07 The employer, as a matter of policy, will conduct regular safety meetings.
- 9:08 When a mechanic, as a condition of employment, is required to carry full compliment of tools, he shall, before starting work for the employer, submit an inventory of tools which will be checked by the management. Upon acceptance, the employer shall insure those tools at the agreed value against fire, breakage, and/or theft of tools by forcible entry. Mechanics will be paid a tool allowance of thirty cents (\$0.30) per hour for all hours worked.
- 9:09 All employees covered by this Agreement shall be permitted coffee breaks at work stations during working hours as follows:
- (a) Ten minutes in first half shift.
 - (b) Ten minutes in second half shift.
 - (c) Ten minutes at the commencement of overtime.
- 9:10 All hoisting equipment equipped with cabs shall be adequately heated in cold weather. Employees will be protected against excessive heat, cold and noise. No employee will be disciplined for refusing to work under conditions that are in contravention of established safety rules and regulations.

9:11 Employees will be considered working, and shall be paid at the applicable rate, when driving employer-owned equipment at the direction of the employer to or from any project.

It is understood that employees who are passengers in a company-owned vehicle will receive the normal straight time rate for all such travel.

ARTICLE TEN - STATUTORY HOLIDAYS

10:01 The Employer agrees to pay Statutory Holidays in accordance with the Saskatchewan Labour Standards Act and the Orders made pursuant thereto. The Statutory Holidays referred to are:

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

10:02 Statutory Holiday pay shall accrue at four and one-half (4.5%) percent of straight time earnings and shall be paid weekly.

10:03 When a Statutory Holiday falls on a Saturday or Sunday, the next following working day shall be taken as an alternate day off. When two Statutory Holidays fall on a succeeding Saturday and Sunday, the following Monday and Tuesday shall be taken as alternate days off.

ARTICLE ELEVEN - ANNUAL HOLIDAYS

11:01 Annual vacation pay shall accrue and be paid weekly at the rate of six (6%) percent calculated on gross earnings, beginning with the first (1st) day of employment, and shall accrue and be paid weekly at the rate of eight (8%) percent calculated on gross earnings, beginning on the first (1st) day of the tenth (10th) year of employment, which recognizes long term employees.

ARTICLE TWELVE - CLASSIFICATIONS AND WAGE RATES

GROUP I LDH, 700/800/900 TEXOMA, 2500/3100 WATSON, MAIT, CMV, SOILMEC, OR EQUIVALENT DRILL RIGS, CRANES 35 TON OR UNDER, DRIVEN PILE LEAD HAND, MECHANIC, WELDER:

	JUNE 4, 2007	MAY 1, 2008	MAY 1, 2009
Base rate	\$27.69	\$29.69	\$31.80
Statutory Pay (4.5%)	\$ 1.25	\$ 1.34	\$ 1.43
Vacation Pay (6%)	\$ 1.66	\$ 1.78	\$ 1.91
Pension	\$ 4.40	\$ 4.40	\$ 4.40
Health & Welfare	<u>\$ 1.70</u>	<u>\$ 1.70</u>	<u>\$ 1.70</u>
Total Package	\$36.70	\$38.90	\$41.24

GROUP 1A COMPACTO, LLDH, TEXOMA TAURUS, CRANE-ATTACHED DRILL UNIT, CRANES OVER 35 TON, CRANE OPERATORS WITH HOISTING TICKET

	JUNE 4, 2007	MAY 1, 2008	MAY 1, 2009
Base Rate	\$28.69	\$30.69	\$32.80
Statutory pay (4.5%)	\$ 1.29	\$ 1.38	\$ 1.48
Vacation Pay (6%)	\$ 1.72	\$ 1.84	\$ 1.97
Pension	\$ 4.40	\$ 4.40	\$ 4.40
Health & Welfare	<u>\$ 1.70</u>	<u>\$ 1.70</u>	<u>\$ 1.70</u>
Total Package	\$38.02	\$40.22	\$42.55

GROUP II MF, 600 TEXOMA, BRONTO, LO-DRILL, OR EQUIVALENT

	JUNE 4, 2007	MAY 1, 2008	MAY 1, 2009
Base Rate	\$26.65	\$28.58	\$30.62
Statutory Pay (4.5%)	\$ 1.20	\$ 1.29	\$ 1.38
Vacation Pay (6%)	\$ 1.60	\$ 1.71	\$ 1.84
Pension	\$ 4.40	\$ 4.40	\$ 4.40
Health & Welfare	<u>\$ 1.70</u>	<u>\$ 1.70</u>	<u>\$ 1.70</u>
Total Package	\$35.55	\$37.68	\$39.94

GROUP III 270/300/330/500 TEXOMA, HYDRA DIGGER, SKID STEER OPERATOR WITH MORE THAN FOUR (4) YEARS OF RELEVANT EXPERIENCE, SKID STEER DRILL UNIT, OR EQUIVALENT. SHOP AND NON-OPERATING RATE FOR GROUP 1 AND 2 EMPLOYEES OTHER THAN MECHANICS OR WELDERS, WHO REMAIN IN GROUP 1

	JUNE 4, 2007	MAY 1, 2008	MAY 1, 2009
Base Rate	\$25.00	\$26.83	\$28.77
Statutory Pay (4.5%)	\$ 1.13	\$ 1.21	\$ 1.29
Vacation Pay (6%)	\$ 1.50	\$ 1.61	\$ 1.73
Pension	\$ 4.40	\$ 4.40	\$ 4.40
Health & Welfare	\$ <u>1.70</u>	\$ <u>1.70</u>	\$ <u>1.70</u>
Total Package	\$33.73	\$35.75	\$37.90

GROUP IV SKID STEER OPERATOR WITH LESS THAN FOUR (4) YEARS OF RELEVANT EXPERIENCE, AND ALL OTHER OPERATING ENGINEERS

	JUNE 4, 2007	MAY 1, 2008	MAY 1, 2009
Base Rate	\$20.91	\$22.49	\$24.17
Statutory Pay (4.5%)	\$ 0.94	\$ 1.01	\$ 1.09
Vacation Pay (6%)	\$ 1.25	\$ 1.35	\$ 1.45
Pension	\$ 4.40	\$ 4.40	\$ 4.40
Health & Welfare	\$ <u>1.70</u>	\$ <u>1.70</u>	\$ <u>1.70</u>
Total Package	\$29.20	\$30.96	\$32.81

GROUP V SEASONAL EMPLOYEES, OR NEW HIRE WITH LESS THAN 1000 HOURS OF APPLICABLE PILING EXPERIENCE

	JUNE 4, 2007	MAY 1, 2008	MAY 1, 2009
Base Rate	\$18.00	\$19.00	\$20.00
Statutory Pay (4.5%)	\$ 0.81	\$ 0.86	\$ 0.90
Vacation Pay (6%)	\$ <u>0.08</u>	\$ <u>1.14</u>	\$ <u>1.20</u>
Total Package	\$19.89	\$21.00	\$22.10

Group V Provisions

It is understood that once seasonal employees falling in Group V have worked 1000 cumulative hours, they shall be upgraded to Group IV

It is understood that Group V employees may operate equipment such as the Bobcat for the purpose of learning or instruction, or may operate it on an intermittent basis. It is agreed that employees employed in Groups 1 to IV will not be laid off or sent home so that employees in Group V can be given the opportunity to operate their equipment on an extended basis.

- 12:02 The rates of pay for Employees engaged in the operating or repairing of machines not mentioned shall be negotiated upon the establishment of such classification, or the machine being placed in operation.
- 12:03 When an Employee reports for work at the call of the Employer, the Employee shall be paid for the entire period spent at the place of work in response to the call, until released by the Employer, with a minimum of two (2) hours if the Employee does not commence work, at the employees's applicable rate of pay.
- 12:04 The Employer shall pay Employees weekly by direct deposit or if necessary, by cheque (for which there shall be no charge for exchange,) all wages due up to a date not more than five (5) regular working days prior to the date of payment.
- 12:05 Employees shall be paid wages in full at time of discharge or arrangements made whereby a cheque and record of employment for Unemployment Insurance purposes will be mailed not later than the following working day. When an Employee quits, the Employer shall pay out such Employee within three (3) regular working days. Pay calculations and deductions slips shall be supplied with each regular pay.

ARTICLE THIRTEEN - LABOUR - MANAGEMENT COMMITTEE

- 13:01 There shall be established during the life of this agreement a JOINT LABOUR MANAGEMENT COMMITTEE composed of two (2) members representing the Employers and two (2) members representing the Employees. This committee will generally administer the terms of the Agreement and shall deal with such other matters referred to it by either party.
- 13:02 Any dispute involving the interpretation, application, operation or alleged violation of this Agreement may be reduced to writing and submitted by either party to the Joint Labour Management Committee and if no resolution is reached within 10 days, may be submitted under the provisions of Article 14.

ARTICLE FOURTEEN - GRIEVANCE PROCEDURE

- 14:01 "Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application operation, or any alleged violation thereof, and "Party" means one of the parties to this Agreement.

All grievances shall be finally and conclusively settled without stoppage of work in the following manner. The failure of the grievor to comply with any of the following stages or time limits shall be deemed to be abandonment of the grievance.

STAGE 1 - An Employee, Employer or Union who is the grievor shall within ten (10) working days of the circumstances given rise to the grievance:

- (a) In the case of an Employee (with or without representation) first discuss the matter with his foreman and/or superintendent in an effort to resolve the grievance or
- (b) In the case of an Employer or Union grievance, the parties between whom the grievance exists, shall discuss the grievance in an effort to achieve a satisfactory settlement.

Grievances which are not settled as provided for in the First Stage shall, subject to compliance therewith, be settled in the following manner:

STAGE 2

- (1) Within thirteen (13) working days after the circumstances giving rise to the grievance, the grievor (with or without a representative) shall present the grievance subject to compliance with Stage 1 in writing to:
 - (a) In the case of an Employee grievance, to the Employer or a designated representative.
 - (b) In the case of an Employer grievance, to an official of the Union.
- (2) The written grievance shall contain:
 - (a) Name of the grievor(s).
 - (b) Time and date of the occurrence.
 - (c) Clause or clauses of the contract which form the basis of the grievance.
 - (d) Circumstances and conditions giving rise to the grievance.
 - (e) Disposition requested.

- (3) (a) Settlement of a grievance and the terms thereof shall be in writing, signed, and the settlement shall be final and binding upon the parties.
- (b) If a satisfactory settlement is not reached within three (3) working days from the date of the presentation of the written grievance in accordance with the provisions of this stage, the grievance (Subject to compliance with Stage 2) shall be submitted to arbitration (Stage 3) within twenty (20) working days from the date of the circumstances giving rise to the grievance, which submission shall be in writing and delivered to the other party to the grievance.

STAGE 3

- (1) If the grievance is not concluded pursuant to Stage 2 and the grievance is submitted to arbitration as provided therein, then the grievance shall be submitted to an Arbitration Board of three (3) persons constituted as follows:
 - (a) The party referring the matter to arbitration shall, in the written notice of reference, appoint a member to the Arbitration Board.
 - (b) The party receiving the notice shall, within three (3) working days after the receipt of such notice, appoint a member to the Arbitration Board and notify the other party of the appointment.
 - (c) The two appointed members of the Arbitration Board shall confer to select a third person to be Chairman. Should these two members fail to select a Chairman within three (3) days from the appointment of the second member of the Board, either of them may request the Minister of Labour to appoint a Chairman.
- (2) The grieving party shall be responsible for notifying the Arbitration Chairman of such appointment, or in default, the other party may do so.
- (3) The Arbitration shall be restricted to the grievance as submitted in writing pursuant to Stage 2.
- (4) The Arbitration Chairman shall determine the time, date and place of the Arbitration Hearing. The Arbitration Board, subject to paragraph three, shall examine the matter(s) in dispute and render its decision within ten (10) working days from the date of the Arbitration Hearing.

- (5) The decision of the Arbitration Board or majority thereof shall be final and binding upon the parties. In no case shall the Arbitration Board have the authority to alter, amend or add to the Agreement between the parties, or make any decision inconsistent with the provisions of this Agreement.
- (6) Each party to the grievance shall bear the expenses of its respective representative, and the two (2) parties will share equally the expenses of the Arbitration Chairman.

ARTICLE FIFTEEN - JURISDICTIONAL DISPUTES, WORK STOPPAGES & LOCKOUTS

- 15:01 The Employer agrees he will not cause or direct any lockout of his Employees and the Union agrees that there will be no strikes or other collective action which will stop or interfere with production or construction. It is agreed that there shall be no secondary boycotts.
- 15:02 There shall be no stoppage of work because of any jurisdictional dispute which may arise between any units of organized labour. It is specifically understood and agreed by the Employer and the Union that all jurisdictional disputes shall be handled in accordance with the Procedural Rules of the National Joint Board, or secondly by any joint labour/management agency, having the support of construction employers generally, which may be established in Canada for the settlement of jurisdictional disputes.
- 15:03 In the case of a jurisdictional dispute, the signatory Employer, in order to ensure continuity in the work, shall have the right and responsibility to assign the work, according to his right as provided for.

ARTICLE SIXTEEN - SUBCONTRACTORS

- 16:01 **DEFINITION:** A subcontractor is a person or contractor who performs work at the job site that, if done by the Employer, would have come under the terms of the Agreement.
- The Employer agrees that any on-site work sublet to a subcontractor by the Employer shall be performed under the terms and conditions of this Agreement. Preference will be given to subcontractors who are subject to this Agreement. This clause is not applicable to any Employer having a separate agreement with Local Union #870.

ARTICLE SEVENTEEN - HEALTH AND WELFARE AND PENSION FUND

- 17:01 Contingent upon funds being jointly trusteeed, the Employer agrees to contribute one dollar and seventy cents (\$1.70) per hour worked by each employee to the Operating Engineers Local 870 Health and Welfare Trust Fund effective June 4, 2007.
- 17:02 Contingent upon funds being jointly trusteeed, the Employer agrees to contribute four dollars and forty cents (\$4.40) per hour worked by each employee to the Operating Engineers Pension Plan effective June 4, 2007.
- 17:03 Where an employee performs work that would require the employer to contribute hourly contributions, at such an hourly contribution rate as may from time to time be applicable under this Collective Agreement, then the Employer shall and shall be deemed to have kept an amount separate and apart from his own monies and shall be deemed to hold the sum so deducted in trust for the trustees of 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 the employees have performed work entitling them to receive contributions to the Fund as hereinbefore provided for is deemed to be held in trust for the trustees of this Fund and such a Fund shall be deemed to be separate from and form no part of the estate in liquidation, or assignment of bankruptcy, whether or not the amount has been in fact kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE EIGHTEEN - SAFETY

- 18:01 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.

ARTICLE NINETEEN – CONTRACT ADMINISTRATION AND INDUSTRY DEVELOPMENT FEES

- 19.01 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.

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.

19.02 Each Employer subject to this Agreement shall contribute the following for all hours worked by each employee:

(A) SPB & CTC	\$0.05/hour	(GST n/a)
CODC Fund	\$0.03/hour	(Plus GST)
(B) CLR	\$0.10/hour	(Plus GST)
CODC Fund	<u>\$0.03/hour</u>	(Plus GST)
TOTAL	\$0.21/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.

19.03 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.

19.04 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.

19.05 In the event of a failure on the part of any Employer to contribute the funds as required in this Article, the SPB & CTC 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 or CLR in its own name against the subject Employer. Such a grievance may be referred by the SPB & CTC 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 or CLR and the subject Employer. The unsuccessful party shall pay the costs of the Arbitrator. The SPB & CTC or CLR may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

EACH OF THE PARTIES HERETO have entered into this agreement and caused it to be signed by its duly authorized representative(s) this 4th day of June, 2007.

INTERNATIONAL UNION OF OPERATING ENGINEERS, HOISTING, PORTABLE AND STATIONARY, LOCAL 870.

CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF SASKATCHEWAN INC.

AGRA FOUNDATIONS LIMITED

NORTH AMERICAN CAISSON LTD.

SUBTERRANEAN (WESTERN) LTD.
