

SASKATCHEWAN PROVINCIAL OPERATING ENGINEERS AGREEMENT

**(For Industrial Construction
in the Province of Saskatchewan)**

THIS AGREEMENT ENTERED INTO BETWEEN:

**EACH OF THE UNIONIZED EMPLOYERS IN THE OPERATING ENGINEERS TRADE
DIVISION IN THE INDUSTRIAL SECTOR 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 -

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS, HOISTING,
PORTABLE AND STATIONARY, LOCAL 870;**

(Hereinafter referred to as the "UNION")

**EFFECTIVE FEBRUARY 27, 2005
EXPIRES APRIL 30, 2007**

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 compliment 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.

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DEFINITIONS

- 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.
- EMPLOYEE** - means anyone employed under the terms of this Agreement.
- EMPLOYER** - means a Company bound by the terms of this Collective Agreement.
- INDUSTRIAL CONSTRUCTION** - means the construction and site prep of industrial process plants, hydro or thermal power plants, toxic waste disposal systems, stripping of overburden, erection of steel or precast bridges and all work related thereto.
- KM** - means kilometre by road (not radius).
- LOCAL RESIDENT** - a local resident is a local member who has resided within eighty (80) kilometres 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 Union of Operating Engineers, Hoisting, Portable and Stationary, Local 870.
- OWNER-OPERATOR** - means an operator who owns and operates only a single piece of equipment.
- QUALIFIED** - shall mean to also include certification in the CODC Interactive "Rights and Responsibilities" course and the Vicom Safe-T-Disc CSTS course or equivalent.
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RESIDENCE

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

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

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

**RESIDENTIAL
CONSTRUCTION**

- means construction of any structure specifically as permanent residences or dwelling places including single family dwelling, duplexes, fourplexes, condominiums, rowhouses, apartments and senior citizen apartments.

High-rise apartments four (4) stories or more shall be considered commercial work.

SUB-CONTRACTOR

- means a person or contractor who performs work at the jobsite that, if done by the Employer would have come under the terms of the Agreement.
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ARTICLE 1:00 PURPOSE AND SCOPE

1:01 **PURPOSE**

The general purpose of this Agreement is to establish mutual satisfactory relations between the Employer and its Employees 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 **SCOPE - Geographical**

The terms of this Agreement are applicable within the boundaries of the Province of Saskatchewan.

1:03 **SCOPE - Trade**

- (a) This Agreement applies to all Employees employed as Operating Engineers in the Province of Saskatchewan, Northwest Territories known as the District of MacKenzie and that section defined in Local 870 Charter. Operating Engineers shall be defined as all persons engaged in the operation, service, maintenance, assembling and dismantling of all hoisting, portable and excavating machines, boilers and engines, including trucks.
- (b) It is recognized that driving and servicing of mobile cranes is the work of Operating Engineers.
- (c) The Operating Engineers shall have jurisdiction for servicing all power-driven machinery.

1:04 **SCOPE - Agreement**

- (a) The terms and conditions of this Agreement apply to all appendices, except as otherwise amended by an appendix.
- (b) If any provision of this Agreement is in conflict with the laws or regulations of Canada or Saskatchewan, such provision shall be superseded by such law or regulation. Unless prohibited from doing so by such law or regulations, or by a ruling of any Court or Board of competent jurisdiction which has declared any provision of this Agreement invalid or inoperable, the Association and the Union, within fifteen (15) days notice of either upon the other, shall commence negotiations, the sole and restricted purpose of which shall be to provide adequate legal replacement of such provision.

In the event that such negotiations do not result in agreement upon a legal replacement for such provision within seven (7) days of commencement of negotiations, or such longer period as may be mutually agreed between the parties, the matter shall be resolved in accordance with Article 9:00.

ARTICLE 2:00 SPECIAL PROJECTS

2:01 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 3:00 UNION RECOGNITION,
SUB-CONTRACTING,
OWNER-OPERATORS**

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 and Decisions and Agreements of Record of the AFL-CIO and the Canadian Jurisdictional Assignment Plan.

3:02 **Sub-Contracting**

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. This clause is not applicable to any Employer having a separate agreement with Local Union #870.

3:03 **Owner-Operators**

(a) Owner-operated and manned rented equipment shall in no way be used to circumvent the intentions and provisions of this Agreement. Owner-operated and manned rented equipment shall pay permit fees for all work performed in the first three (3) days in accordance with this Article. Where owner-operated equipment performs work for which he has been engaged and works beyond three (3) calendar days, he shall thereafter become an Employee and be entitled to all of the provisions of this Agreement. The Union will be notified as stipulated in Article 4:03 before an owner-operator is employed on a jobsite. Initial transportation expenses will not apply to owner-operators hired under this clause. In consideration of the special status of owner operators, each owner operator shall contribute for each hour worked to the periodic dues identified in Article 4:02 and funds as identified in Articles 14:03 and 14:04 and the Contract Administration and Industry Development Fees as identified in Article 21:00.

(b) **Owner-Operated Truck Permits**

Owner-operators of trucks covered by the Letter of Understanding attached to and forming part of this Agreement shall pay permit fees only in accordance with the Letter of Understanding, and are excluded from the terms of Article 3:03(a).

**ARTICLE 4:00 UNION SECURITY, HIRING,
JOB ACCESS, STEWARDS**

4:01 **Union Security**

- (a) 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 his membership in the Union, and maintain his membership as a condition of his employment, provided that any Employee in an appropriate bargaining unit who is not required to maintain his membership or apply 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 members of the Union.
- (b) All applications for membership shall be subject to approval by the Local Union, but in any instance new applications will be presented to the Local Union Executive Board within ninety (90) days of the date of the application.

- 4:02 (a) Upon the written request of any Employee within the scope of this Agreement or upon 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 and hours worked from each Employee who such deductions have been made, to the Union **on or before the fifteenth (15th) day of each and every month.**

4:03 **Hiring**

No employer shall refuse to employ nor to continue to employ or otherwise discriminate against any person in regard to employment or any term or a condition of employment because of nationality, creed, ancestry, place of origin, religion, colour, race or sex.

The Employer, when requiring men, shall notify the Union Hiring Hall Office in Saskatoon 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 competency of 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. At the request of the Employer, clearance referral slips shall be transmitted electronically to the Employer or the Project.

Name hire shall be one (1) in (4) if the member has been unemployed for the last thirty (30) days and one hundred percent (100%) name hire for foremen (this means one (1) name hire, the next three (3) off the out of work board). Foremen anytime as long as paid foreman rate. Apprentices who had previously been employed by the Employer may be recalled and are not considered name hires.

Employee Sign-On Form

The Employee shall provide a completed Employer supplied Employee Sign-On Form included as Appendix "A-a" to this Agreement, to the Employer before commencing work.

4:04

Foremen

- (a) When three (3) or more Operating Engineers are employed by the Employer on a construction site (number shall include owner-operated or manned rented equipment), there shall be one (1) working Foreman designated who shall receive eight percent (8%) per hour above his classification or the highest classification under his supervision, whichever is greater.
- (b) When twelve (12) or more Operating Engineers are employed by the Employer (number shall include owner-operated or manned rented equipment) on a project, an Operating Engineer Foreman, who shall replace the Foreman mentioned in subsection (a) above, shall be employed at no less than fourteen percent (14%) per hour above his classification or the highest classification under his supervision, whichever is greater.
- (c) General Foremen shall be members of Local 870 and shall be employed at not less than eighteen percent (18%) per hour in addition to the rate specified for Foremen in (b) above.
- (d) Foreman, so designated, will be capable of performing all tasks and duties over which he has jurisdiction.
- (e) Foremen may only operate equipment in cases of emergency or to replace the regular workman who may be absent because of illness, but he shall not operate equipment in excess of forty-eight (48) hours except as in (b).
- (f) Operating Engineer Employees will be required to accept orders only from Operating Engineer Foremen appointed in accordance with (a) and (b) above.

4:05

Job Access

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 and the Prime Contractor when necessary, and that the work of the Employees is not interfered with.

4:06 **Stewards**

The Union shall notify the Employer in writing of the appointment of Stewards, who shall be qualified tradesmen, and preference shall be given to appointing only those Employees of long term standing. 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 on the job.

The Steward will be the last Operating Engineer laid off whenever possible. The Union shall be notified prior to termination or transfer of Stewards and the reasons specified.

ARTICLE 5:00 TERMINATION OF EMPLOYMENT

5:01 Layoff procedure within classifications 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 Saskatchewan.

Layoff notice shall be as per the current Saskatchewan Labour Standards Act and Regulations.

5:02 **Employee Termination Record**

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

ARTICLE 6:00 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;
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- (b) to select, hire, discharge, transfer, promote, layoff, or otherwise discipline Employees, provided that a claim by an Employee that 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 procedure to be observed by the Employees, violations of which will be cause for discipline and may include discharge.

ARTICLE 7:00 JOINT LABOUR MANAGEMENT COMMITTEE

- 7:01 There shall be established during the life of this Agreement JOINT LABOUR MANAGEMENT COMMITTEES composed of two (2) members representing the Employers in each of the Appendices and two (2) members representing the Employees. These Committees will generally administer the terms of the Agreement and their specific Appendix and shall deal with such other matters referred to it by either party.
- 7:02 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 9:00.

ARTICLE 8:00 NO STRIKE / NO LOCKOUT

- 8:01 The Employer agrees that it will not cause or direct any lock-out of Employees.
- 8:02 No Employee working under the terms and conditions of this Agreement shall strike during the term of this Agreement. No person, Employee or trade union shall declare, authorize or participate in a strike or other collective action which will stop or interfere with production or counsel a strike or collective action to be effective during its term.

ARTICLE 9:00 GRIEVANCE PROCEDURE AND ARBITRATION

- 9:01 It is the mutual desire of the parties hereto, that complaints of Employees shall be adjusted as quickly as possible. The Foreman or Supervisor shall be given the opportunity to adjust a complaint. When a complaint is reduced to writing it shall be termed a grievance.
- 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 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 his complaint with his Steward and the Foreman 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 Local Union's Business Manager and the Contractor's Head Office Labour Relations Officer. 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.
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- (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: Any grievance between the Employer or the Union concerning the interpretation, application, administration or alleged violation of the Agreement shall be dealt with commencing with Step Two.

Arbitration

Step VII: When a Union or a 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 JURISDICTIONAL 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
(Industrial Only)**

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 manpower requirements by craft, general information pertaining to hiring and recruiting procedures, transportation, on site work rules, safety and security regulations, safety meetings and any other pertinent information. The Employer will inform the Unions as to the projected scope of the contract, information pertaining to the Employer's intended supervisory staff and other relevant information including intended work assignments. Notification of the pre-job conference and hard copy documents to be presented shall be given to the 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 him within a period of seven (7) calendar days. The Employer will make and circulate to the disputing trades final assignments, based on the evidence provided within a further three (3) calendar days or as may otherwise be agreed at the mark-up. All such assignments shall be made in accordance with the procedural rules of the National Joint Board.

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

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

12:01 Hours of Work

The following sections in this 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.

Forty (40) hours shall constitute a regular work week.

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.

By mutual agreement in writing between the Union 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 normal hours of work shall be between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday inclusive, with one (1) hour in each work day allowed as a meal break. The time allowed for the said meal hour may be reduced on any job as agreed between a majority of the Employees on the job and the Contractor or his representative. Any deviation on large industrial sites shall be agreed to at the pre-job conference.

(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 Thursday. 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.

12:02

Overtime

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.

When an Employee works more than two (2) hours of unscheduled overtime, a free meal (hot when possible) and beverage will be provided. The meal will be provided during the first two (2) hours of overtime and at each four (4) hour interval thereafter. Adequate time will be allowed to consume the meal with no loss of pay.

When an Employee works excessive overtime and a rest break of at least eight (8) hours does not occur before he/she reports for the next regular shift, all hours worked thereafter shall be paid at the applicable overtime rate until an eight (8) hour rest break occurs.

(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 Thursday.
- ii) 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 eight (8) 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

- (a) When an Employee reports for work but is not placed to work or is unable to continue to work because of inclement weather or any other reason beyond the control of the Employer, the following shall apply:
 - (i) If an Employee is not placed to work, he shall receive a minimum of two (2) hours pay at the applicable rate of pay or the actual waiting time if greater. When an Employee is placed to work, he will be paid a minimum of four (4) hours pay.
- (b) The decision and instructions to start or cease waiting or working shall be made by the Employer. Any Employee failing to comply with such decision or instruction shall not be entitled to the foregoing minimum.

12:04 **Call Outs**

- (a) Employees who have performed a regular shift 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; or
 - (ii) If the call out is within eight (8) hours of the start of the regular shift then the Employee shall receive a minimum of three (3) hours at the applicable overtime rate.

12:05 **Shifts**

- (a) Shifts other than regular hours may be worked provided the shift lasts more than two (2) consecutive 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 two dollars and fifty cents (\$2.50) for each hour worked on the second and third shifts, to a maximum of ten (10) hours.

- (b) Employees assigned from one shift to another shall receive at least twenty four (24) hours notice prior to such reassignment. In no case shall an Employee suffer loss of regular weekly earnings due to shift change.

12:06 **Rest Breaks**

All Employees covered by this Agreement shall be permitted rest 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 provided that the overtime work is expected to extend beyond one (1) hours duration.
 - (d) Ten minutes between meals thereafter.
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ARTICLE 13:00 RECOGNIZED HOLIDAYS AND VACATION

13:01 (a) The recognized holidays shall be as follows:

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

Heritage Day once legislated and proclaimed in the Province of Saskatchewan or any other holiday that may be proclaimed during the life of this 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 percent (4%) of straight time earnings, and shall be paid weekly.

13:02 **Vacation Pay**

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

**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 scale as attached as Appendix A and forming part of this Agreement.

When an Employee works in a higher hourly wage classification, he shall be paid the higher rate for the entire half of the shift in which he works at the higher classification. At no time will an Employee be required to work in a lesser wage classification than that for which he was dispatched unless the Employee agrees to the lesser wage classification in writing.

The rates of pay for Employees engaged in the operation or repairing of machines not mentioned shall be negotiated upon the establishment of such classification, or the machine being placed in operation.

14:02 **Payment of Wages**

- (a) Pay day shall be weekly with a maximum holdback of one (1) week. All Employees shall be paid at the permanent place of employment prior to quitting time. Cheques for which there is no charge for bank exchange shall be the method of payment and each cheque will be accompanied by a detailed statement showing rate of pay, number of hours worked (straight time and overtime) and the deductions made.

Employees shall be paid wages in full at the time of discharge or layoff, or arrangements made whereby a cheque and record of employment for E.I. purposes will be mailed not later than the following working day to the Employee's last known address or to an address requested by the Employee or if such address is not available, then to the Union Hall. When an Employee quits, the Employer shall pay out such Employee on his next regular pay day.

- (b) If an Employer fails to provide payment as stated in Article 14:02 (a), the Employer shall pay the Employee for waiting time in the amount of eight (8) hours per day at his regular rate of pay each regular working day delayed.

14:03 **Fringe Benefits**

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

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.

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 in this Collective Agreement, then the Employer shall and shall be deemed to have kept such 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 is 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, assignment of 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.

(a) Health and Welfare Trust Fund

Contingent upon the Fund being jointly and equally trusteeed, the Employer shall contribute to the International Union of Operating Engineers Local 870 Health and Welfare Trust Fund in accordance with the attached Appendix A and forming part of this Agreement.

(b) Pension Trust Fund

Contingent upon the Fund being jointly and equally trusteeed, the Employer shall contribute to the International Union of Operating Engineers Local 870 Pension Trust Fund in accordance with the attached Appendix A and forming part of this Agreement.

(c) Training Trust Fund

Contingent upon the Fund being jointly and equally trusteeed, the Employer shall contribute to the International Union of Operating Engineers Local 870 Training Trust Fund in accordance with the attached Appendix A and forming part of this Agreement.

14:04 Deductions and contributions as defined in the Appendix shall be submitted not later than the 15th day of the month following the month in which they were earned. Such payments shall be deposited in accordance with the designated place appearing on the Employer Report form provided.

ARTICLE 15:00 GENERAL WORKING CONDITIONS

15:01 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.

15:02 The Employer agrees to furnish suitable drinking water at convenient locations at the jobsite. Heated lunchrooms shall be provided and heated shelter 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.

15:03 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 the Employee shall be cause of immediate dismissal, provided that the said company rules and regulations are not in contravention of the *Occupational Health and Safety Act* of the Province of Saskatchewan, or other mutually recognized safety regulations.

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- 15:04 All equipment equipped with cabs shall be adequately heated in cold weather. In all circumstances Employees shall be protected against excessive heat, cold and noise. No Employee shall be disciplined for refusing to work under unsafe conditions or in contravention of established safety rules and regulations.
- 15:05 The Employer shall provide bulletin boards for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper officer of the Union and submitted to the management for their approval.
- 15:06 Regular Operating Engineers will not be required to operate more than three (3) pieces of equipment in any one shift. However, special circumstances, such as breakdowns or absentee operators, may dictate further utilization of available manpower.

ARTICLE 16:00 TOOLS AND EQUIPMENT

- 16:01 The Employer shall make available when required by the Employees 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 Employer's tools.
- 16:02 When a mechanic, as a condition of his employment, is required to carry a 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 ensure those tools at the agreed value against fire, breakage, and/or theft of tools by forcible entry. Any replacements under this Article shall be of equivalent quality.

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 such safety programs including WHMIS. Documentation of any previous training shall be provided by the Employee upon request by the Employer.
- 17:03 **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 Vicom Safe-T-Disc CSTS 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.

The Employer or Owner shall provide to each Employee before commencing work with PART 3 - Employer or Owner Project Specific Training. Each Employee shall be on the payroll and paid while receiving PART 3 training.

The CODC Harassment Policy and Procedures, including the provisions regarding General Harassment, and as amended from time to time shall be the minimum standard of this Agreement.

17:04 Smoking is prohibited on all job sites except in locations specifically permitted by the project owner or the employer.

17:05 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 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.

17:06 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 he was 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.

17:07 **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

This agreement includes provisions to pay reasonable expenses on behalf of the Employees. The payment of reasonable expenses is not intended to provide supplementary income. The Employer may require each Employee who receives an expense reimbursement or allowance to sign a Canada Customs and Revenue Agency TD4(1998) Declaration of Exemption form, or its equivalent, declaring that they qualify for and have incurred expenses in the amount of the reimbursement or allowance.

18:01 **Local Residents**

- (a) Local residents shall not be entitled to initial, terminal or rotational transportation or subsistence allowance. On camp jobs, they shall not be entitled to camp accommodations.
- (b) Local residents living beyond thirty (30) kilometres of the project shall be paid forty-eight cents (\$0.48) per kilometre from their residence to the edge of the free zone and return for every day the Employee works or reports for 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 his/her own transportation beyond the City Limits of Regina or Saskatoon, each Employee shall be paid a transportation expense of forty-eight cents (\$0.48) per road kilometre. The transportation expense is to be calculated from the City Hall in Regina or Saskatoon to the boundary of the project Free Zone and return daily. When an Employer is providing transportation, each Employee shall be paid an allowance equal to his/her straight time rate for the actual travel time.

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 paid forty-eight cents (\$0.48) per road kilometre when supplying his/her own transportation, from the temporary domicile to the boundary of the project thirty (30) road kilometre Free Zone and return daily.

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

All equipment used to transport workers must be suitable and acceptable to 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.

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- (b) In the event a camp is being contemplated, CLR and the SPB and CTC will meet to discuss the feasibility of a camp. Prior to a camp being built, it must be approved by the 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.
 - (d) Where a camp kitchen is established, a local resident Employee shall be entitled to a noon meal at no cost.

19:03

Subsistence

- (a) On projects beyond one hundred (100) road kilometres from the City Hall 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 days shall be paid five (5) days subsistence allowance.

- (b) Subsistence allowance will be paid for those scheduled work days that are not worked due to bad weather and for recognized holidays which fall between the first and last day of an Employee's regularly scheduled work week. Refer to the Letter of Understanding re: Subsistence Payment for Recognized Holidays, attached to this agreement.
- (c) Local residents shall not be entitled to subsistence allowance.

19:04

Subsistence Allowance

- (a) In all instances the subsistence allowance shall be \$100.00 per calendar day worked, effective February 27, 2005.
 - (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, he 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 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 "A-c to this agreement. When a request is approved, the Employer shall send a copy of the completed form by facsimile to the Union.

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 Union of Operating Engineers Local 870. The Local Union shall forward said monies to the Saskatchewan Provincial Building and Construction Trades Council (SPB & CTC) at 2301G - 7th Avenue, Regina, Saskatchewan, S4R 1C6. 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:

| | | | |
|--------------|-----------|---------------------------|------------|
| (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</u> /hour | (Plus GST) |
| TOTAL | | <u>\$0.21</u>/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 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.

ARTICLE 22:00 FAVOURED NATIONS

22:00 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 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 herein.

ARTICLE 23:00 DURATION OF AGREEMENT


23:01 The Agreement shall be effective February 27, 2005 and shall remain in full force and effect until midnight, April 30, 2007, and thereafter from year to year provided that at any time not more than sixty (60) days and not less than thirty (30) days before the expiry date or any extended term thereof, either Party may give to the other Party written notice to terminate the Agreement or to negotiate a revision thereof and should such notice be given, the Parties shall, in accordance with the Saskatchewan Trade Union Act, bargain collectively with a view to renewal or revision of this Agreement or the conclusion of a new Agreement.

EACH OF THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT AND CAUSED IT TO BE SIGNED BY ITS DULY AUTHORIZED REPRESENTATIVE(S) THIS 27th day of February, 2005.

SIGNED ON BEHALF OF:


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

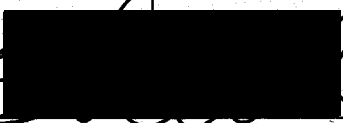

Gladys Downing
Business Manager


Trent Garneau
Business Agent

SIGNED ON BEHALF OF:

CLR CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF SASKATCHEWAN INC.


Gerald Giesbrecht
Trade Division Chairperson


Sid Matthews
CLR President

APPENDIX "A"

Industrial

1. Classification and Wage Rates

The Employer and the Union agree that the minimum wages will be paid in accordance with the wage rates set out below.

Classification

GROUP 1

| | February 27, 2005 | May 1, 2005 | April 30, 2006 |
|---------------------------|-------------------|----------------|----------------|
| Rate | 27.12 | 27.33 | 27.65 |
| Recognized Holiday Pay 4% | 1.08 | 1.09 | 1.11 |
| Vacation Pay 6% | 1.70 | 1.71 | 1.72 |
| Pension | 5.29 | 5.89 | 6.39 |
| Health & Welfare | 1.50 | 1.55 | 1.60 |
| Training Fund | 0.40 | 0.45 | 0.50 |
| Total Package | \$37.09 | \$38.02 | \$38.97 |

Crane over 12 tons; pile driver (man in charge of hammer and leads); sideboom; stiff-leg; guy derrick; gin or guy poles; three drum hoist (rigged); dragline; hoe, shovel, clam 1-1 1/2 cu. yd. and over; hammerhead and tower cranes 3 ton capacity and over; mechanic or field project welder, LLDH and crane mount boring machines, Surveyor, Environmental Technician, Hydro Vac, Overhead and/or trolley type cranes.

Hydraulic Cranes

A premium of five cents (\$0.05) per hour to be paid to operators of 35 ton hydraulic cranes plus five cents (\$0.05) per hour for every ten tons over 35 tons capacity. The capacity of a hydraulic crane shall be the maximum lifting capacity with minimum boom under the manufacturer's specifications.

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Appendix "A" - Industrial**

Classification

CONVENTIONAL (LATTICE BOOM) CRANES

Effective February 27, 2005

| Classification | Basic Hourly Rate | Recog Hol Pay 4% | Vac Pay 6% | Health and Welfare | Pension Trust Fund | Train Trust Fund | Total Package |
|------------------------------------|----------------------------------|---------------------------------|---------------------------|-----------------------------------|-----------------------------------|---------------------------------|--------------------------|
| <u>Operators</u> | | | | | | | |
| Conventional (Lattice Boom) | | | | | | | |
| 0 - 125 Tons | 28.85 | 1.15 | 1.80 | 1.50 | 5.29 | 0.40 | \$38.99 |
| + 125 to under 225 Tons | 30.37 | 1.21 | 1.90 | 1.50 | 5.29 | 0.40 | \$40.67 |
| 225 Tons | 32.13 | 1.29 | 2.00 | 1.50 | 5.29 | 0.40 | \$42.61 |
| Over 225 ton w/attach | 33.04 | 1.32 | 2.06 | 1.50 | 5.29 | 0.40 | \$43.61 |

Effective May 1, 2005

| Classification | Basic Hourly Rate | Recog Hol Pay 4% | Vac Pay 6% | Health and Welfare | Pension Trust Fund | Train Trust Fund | Total Package |
|------------------------------------|----------------------------------|---------------------------------|---------------------------|-----------------------------------|-----------------------------------|---------------------------------|--------------------------|
| <u>Operators</u> | | | | | | | |
| Conventional (Lattice Boom) | | | | | | | |
| 0 - 125 Tons | 29.09 | 1.16 | 1.82 | 1.55 | 5.89 | 0.45 | \$39.96 |
| + 125 to under 225 Tons | 30.66 | 1.23 | 1.91 | 1.55 | 5.89 | 0.45 | \$41.69 |
| 225 Tons | 32.47 | 1.30 | 2.02 | 1.55 | 5.89 | 0.45 | \$43.68 |
| Over 225 ton w/attach | 33.39 | 1.34 | 2.08 | 1.55 | 5.89 | 0.45 | \$44.70 |

Effective April 30, 2006

| Classification | Basic Hourly Rate | Recog Hol Pay 4% | Vac Pay 6% | Health and Welfare | Pension Trust Fund | Train Trust Fund | Total Package |
|------------------------------------|----------------------------------|---------------------------------|---------------------------|-----------------------------------|-----------------------------------|---------------------------------|--------------------------|
| <u>Operators</u> | | | | | | | |
| Conventional (Lattice Boom) | | | | | | | |
| 0 - 125 Tons | 29.45 | 1.18 | 1.84 | 1.60 | 6.39 | 0.50 | \$40.96 |
| + 125 to under 225 Tons | 31.06 | 1.24 | 1.94 | 1.60 | 6.39 | 0.50 | \$42.73 |
| 225 Tons | 32.91 | 1.32 | 2.05 | 1.60 | 6.39 | 0.50 | \$44.77 |
| Over 225 ton w/attach | 33.86 | 1.35 | 2.12 | 1.60 | 6.39 | 0.50 | \$45.82 |

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Classification

GROUP 2

| | February 27, 2005 | May 1, 2005 | April 30, 2006 |
|---------------------------|--------------------------|--------------------|-----------------------|
| Rate | 25.94 | 26.12 | 26.41 |
| Recognized Holiday Pay 4% | 1.04 | 1.04 | 1.06 |
| Vacation Pay 6% | 1.62 | 1.63 | 1.64 |
| Pension | 5.29 | 5.89 | 6.39 |
| Health & Welfare | 1.50 | 1.55 | 1.60 |
| Training Fund | 0.40 | 0.45 | 0.50 |
| Total Package | \$35.79 | \$36.68 | \$37.60 |

Hammerhead and tower cranes up to three tons; hoist used for hoisting, lowering and/or erecting; crawler and mobile cranes up to 12 tons; boring machine, gradall; grader operator; trench type ditching machine (over 140 Cleveland); concrete pump, all types; concrete pump truck operator; dragline; hoe; clam; shovel over ½ cu. yd. capacity and up to 1 ½ cu. yd; welder (shop based); pitman or hiab truck. A shop based welder is one who is employed at the Employer's permanent home shop.

For cab-mounted boom of all hammerhead and tower cranes, add ten cents (\$0.10) per hour to rate.

Classification

GROUP 3

| | February 27, 2005 | May 1, 2005 | April 30, 2006 |
|---------------------------|--------------------------|--------------------|-----------------------|
| Rate | 25.40 | 25.56 | 25.83 |
| Recognized Holiday Pay 4% | 1.02 | 1.02 | 1.03 |
| Vacation Pay 6% | 1.58 | 1.60 | 1.62 |
| Pension | 5.29 | 5.89 | 6.39 |
| Health & Welfare | 1.50 | 1.55 | 1.60 |
| Training Fund | 0.40 | 0.45 | 0.50 |
| Total Package | \$35.19 | \$36.07 | \$36.97 |

Dragline, hoe, clam, shovel, up to and including ½ cu. yd; crawler tractor with attachments such as dozer, scraper over 75 b.h.p.; front-end and overhead loader, 1 cu. yd. capacity and over; tractor mounted hydraulic backhoe; concrete mixer 1 cu. yd. and over; batch plant operator; A-frame, lowboy; service truck; lubricator; warehouseman.

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Classification

GROUP 4

| | February 27, 2005 | May 1, 2005 | April 30, 2006 |
|---------------------------|--------------------------|--------------------|-----------------------|
| Rate | 24.24 | 24.37 | 24.62 |
| Recognized Holiday Pay 4% | 0.97 | 0.97 | 0.98 |
| Vacation Pay 6% | 1.51 | 1.53 | 1.54 |
| Pension | 5.29 | 5.89 | 6.39 |
| Health & Welfare | 1.50 | 1.55 | 1.60 |
| Training Fund | 0.40 | 0.45 | 0.50 |
| Total Package | \$33.91 | \$34.76 | \$35.63 |

Crawler Tractor with attachments such as dozer and scraper up to and including 75 b.p.h.; front-end and overhead loaders up to 1 cu. yd; concrete mixer up to 1 cu. yd; elevator operator, dump truck operator; fork lift, bobcats.

Classification

GROUP 5

| | February 27, 2005 | May 1, 2005 | April 30, 2006 |
|---------------------------|--------------------------|--------------------|-----------------------|
| Rate | 24.00 | 24.13 | 24.37 |
| Recognized Holiday Pay 4% | 0.96 | 0.97 | 0.97 |
| Vacation Pay 6% | 1.50 | 1.50 | 1.52 |
| Pension | 5.29 | 5.89 | 6.39 |
| Health & Welfare | 1.50 | 1.55 | 1.60 |
| Training Fund | 0.40 | 0.45 | 0.50 |
| Total Package | \$33.65 | \$34.49 | \$35.35 |

Oiler, assistant operator; water pumps, compressors; mechanical heater (Herman Nelson; Dravo Type); tow tractor without attachments; mechanic's helper; gas tester (sniffer); boring machine helper; rigger for Franki-type machine, Surveyor Apprentice/Junior Crew Chief.

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Appendix "A" - Industrial

Classification

GROUP 6 STEAM ENGINEERS

CHIEF

| | February 27, 2005 | May 1, 2005 | April 30, 2006 |
|---------------------------|--------------------------|--------------------|-----------------------|
| Rate | 25.72 | 25.89 | 26.17 |
| Recognized Holiday Pay 4% | 1.03 | 1.04 | 1.05 |
| Vacation Pay 6% | 1.60 | 1.61 | 1.63 |
| Pension | 5.29 | 5.89 | 6.39 |
| Health & Welfare | 1.50 | 1.55 | 1.60 |
| Training Fund | 0.40 | 0.45 | 0.50 |
| Total Package | \$35.54 | \$36.43 | \$37.34 |

SHIFT MEN WITH PAPERS

| | February 27, 2005 | May 1, 2005 | April 30, 2006 |
|---------------------------|--------------------------|--------------------|-----------------------|
| Rate | 25.08 | 25.24 | 25.50 |
| Recognized Holiday Pay 4% | 1.00 | 1.01 | 1.02 |
| Vacation Pay 6% | 1.57 | 1.57 | 1.59 |
| Pension | 5.29 | 5.89 | 6.39 |
| Health & Welfare | 1.50 | 1.55 | 1.60 |
| Training Fund | 0.40 | 0.45 | 0.50 |
| Total Package | \$34.84 | \$35.71 | \$36.60 |

MEN WITH FIRING PAPERS

| | February 27, 2005 | May 1, 2005 | April 30, 2006 |
|---------------------------|--------------------------|--------------------|-----------------------|
| Rate | 24.49 | 24.63 | 24.88 |
| Recognized Holiday pay 4% | 0.98 | 0.99 | 1.00 |
| Vacation Pay 6% | 1.53 | 1.53 | 1.55 |
| Pension | 5.29 | 5.89 | 6.39 |
| Health & Welfare | 1.50 | 1.55 | 1.60 |
| Training Fund | 0.40 | 0.45 | 0.50 |
| Total Package | \$34.19 | \$35.04 | \$35.92 |

2. Utility Operators

(a) **Utility Operator** - Definition:

A Utility Operator is an Employee employed for the purpose of operating equipment, when the regular operator is absent or after requesting an employee from the Union while awaiting his arrival. A Utility Operator may only be employed when there are ten (10) or more equipment operators on a project. When an Employee is employed as a Utility Operator, he shall be paid fifty cents (\$0.50) per hour over the rate of the highest equipment classification he is expected to operate.

3. Apprentices

The Contractors agree to employ Apprentices and they will be indentured as per the Regulations as established by the Trade Advisory Board.

An apprentice shall refer to an apprentice within the meaning of the Apprenticeship and Tradesmen's Qualification Act.

(a) The rates of pay for all Indentured Apprentice Operators excluding Heavy Duty Mechanics shall be:

| | | |
|----------|------------------|-------------|
| 1st Year | 0 - 750 hours | 50% of rate |
| | 750 - 1500 hours | 65% of rate |
| 2nd Year | 0 - 750 hours | 70% of rate |
| | 750 - 1500 hours | 80% of rate |
| 3rd Year | 0 - 750 hours | 90% of rate |
| | 750 - 1500 hours | 95% of rate |

(b) The rates of pay for all Indentured Apprentice Heavy Duty Mechanics shall be:

| | | |
|----------|------------------|-------------|
| 1st Year | 0 - 900 hours | 50% of rate |
| | 900 - 1800 hours | 60% of rate |
| 2nd Year | 0 - 900 hours | 70% of rate |
| | 900 - 1800 hours | 75% of rate |
| 3rd Year | 0 - 1800 hours | 80% of rate |
| 4th Year | 0 - 900 hours | 90% of rate |
| | 900 - 1800 hours | 95% of rate |

The Employer agrees to utilize a minimum of one (1) apprentice for each multiple of three (3) hoisting journeymen on a project.

4. Unindentured Apprentices

For all classifications, Unindentured Apprentices shall be dispatched and shall be paid in accordance with the same percentages as for Indentured Apprentices.

5. Mechanics and Mechanics Tool Allowance

(a) On job projects utilizing Heavy Equipment Mechanics, Operating Engineers Mechanics shall be utilized. The maximum ratio of Mechanics to Apprentices shall be one (1) to one (1).

(b) Mechanics will be paid a tool allowance of thirty (\$0.30) cents per hour for all hours worked.

6. Recognized Holiday pay

Recognized holiday pay shall accrue at four percent (4%) of straight time earnings, and shall be paid weekly.

7. Vacation Pay

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

8. Health and Welfare Trust Fund

Each Employer subject hereto shall contribute one dollar and fifty cents (\$1.50) effective February 27, 2005 for each and every hour worked by an Employee covered by this Agreement to the International Union of Operating Engineers Local 870 Health and Welfare Trust Fund, P.O. Box 1112, Saskatoon, SK, S7K 3N2. Effective May 1, 2005 each Employer shall contribute one dollar and fifty-five cents (\$1.55) and effective April 30, 2006 each Employer shall contribute one dollar and sixty cents (\$1.60).

9. Pension Trust Fund

Each Employer subject hereto shall contribute five dollars and twenty-nine cents (\$5.29) effective February 27, 2005 for each and every hour worked by an Employee covered by this Agreement to the International Union of Operating Engineers Local 870 Pension Trust Fund, P.O. Box 1112, Saskatoon, SK, S7K 3N2. Effective May 1, 2005 each Employer shall contribute five dollars and eighty-nine cents (\$5.89) and effective April 30, 2006, each Employer shall contribute six dollars and thirty-nine cents (\$6.39).

Contributions to the Pension Trust Fund on behalf of an Indentured or Unindentured Apprentice shall be calculated on the basis of 18% of the Apprentice's gross wage rate (basic wage rate + 4% statutory holiday pay + 6% vacation pay) but in any case shall not exceed the contribution amounts above.

10. **Training Trust Fund**

Each Employer subject hereto shall contribute forty cents (\$0.40) effective February 27, 2005 for each and every hour worked by an Employee covered by this Agreement to the International Union of Operating Engineers Local 870 Training Trust Fund, P.O. Box 1112, Saskatoon, SK, S7K 3N2. Effective May 1, 2005 the contribution shall be forty-five cents (\$0.45) and effective April 30, 2006 the contribution shall be fifty cents (\$0.50).

11. **Building Trades Per Capita Deduction**

Refer to Article 20:00 of the Master Format for required deductions from Employee's wages for the Building Trades Per Capita.

12. **Contract Administration and Industry Development Fees**

Refer to Article 21:00 of the Master Format for required Employer contributions for Contract Administration and Industry Development Fees.

13. **Welders**

The Employer shall provide welding helmets, welding goggles and welding gloves when necessary.

The Employer may deduct from an Employee's wages the cost of any item which is not returned to the Employer.

APPENDIX "A-a"

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 "A-b"

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 Week [] Previous Week | S | M | T | W | T | F | S | Total |
|----------------------------------|---|---|---|---|---|---|---|-------|
| Regular Hours | | | | | | | | |
| Time & One Half | | | | | | | | |
| Double Time | | | | | | | | |
| Shift Differential | | | | | | | | |
| Subsistence | | | | | | | | |
| Meal Allowance | | | | | | | | |
| Travel Km | | | | | | | | |

Other Monies Owing _____

Supervisor _____ Date _____

Employee _____ Date _____

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

APPENDIX "A-c"

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: _____

APPROVED: YES _____ NO _____

REASON FOR NON-APPROVAL: _____

EMPLOYEE SIGNATURE _____

FOREMAN 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. If the request is approved, the Employer shall send a copy of the completed form by facsimile to the Local Union office.

APPENDIX "B"

Special Project Procedures

1. The term "special project" means a project or job covered by the Special Projects Information Sheet forming part of this Appendix.
 2. An Employer wishing to obtain agreement for a special project shall complete the Special Projects Information Sheet and forward it to the Local Union and the CLR.
 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 his designate, complete the Special Projects 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 Special Projects Information Sheet is signed by the Local Union, return it to the Employer and the CLR (within 48 hours, excluding Saturdays, Sundays and recognized holidays, of the request being made) that it has agreed to a special project provision. The Local Union agrees, subject to the terms of this Appendix, to offer the same terms and conditions to other Employers bidding on the special project.
 5. The Employer shall, upon receipt of the Special Projects Information Sheet signed by the Local Union, be entitled to bid on the special project using the terms contained in the Special Projects Information Sheet. Except as specifically modified in the Special Projects 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 Special Projects Information Sheet shall be at the sole discretion of the Local Union. The parties further acknowledge and agree that the terms and conditions granted in respect to the special project apply only to Employers, whether contractors, subcontractors or otherwise, who are parties to this Collective Agreement.
 7. The terms of an Special Projects 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.
-

APPENDIX "B"

SPECIAL PROJECTS INFORMATION SHEET

DATE REQUESTED: _____ RETURN REQ'D BY: _____

| | | |
|-------|--|--|
| TO: | <u>Operating Engineers Local 870</u> _____ _____ | Telephone: <u>(306) 665-7718</u> Facsimile: <u>(306) 665-0998</u> |
| 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 Operating Engineers' Master Format Agreement currently in force.
(Trade)

PROJECT: _____
 OWNER: _____
 LOCATION: _____
 VALUE: _____ BID TO: _____
 TENDER CLOSING DATE: _____ PEAK MANPOWER: _____
 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

LETTER OF UNDERSTANDING

FOR INDUSTRIAL CONSTRUCTION IN THE PROVINCE OF SASKATCHEWAN

BETWEEN

EACH OF THE UNIONIZED EMPLOYERS IN THE OPERATING ENGINEERS' 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 -

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

(Hereinafter Referred to as the "Union")

RE: Owner Operated Tandem or Semi-Trailer Type Trucks (excluding Rock Trucks)


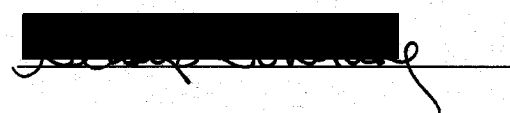
It is hereby recognized by the Union that the Employers may, from time to time, require additional Tandem or Semi-Trailer type gravel trucks to complete the required complement to suit the needs of certain projects. It is therefore agreed the Employer can engage additional Owner Operated Tandem or Semi-trailer type gravel trucks which are not subject to the terms of this collective agreement, as provided in Article 3:03(b) of the agreement, provided that:

- (a) All similar type trucks owned and operated by the Employer are being utilized.
- (b) The Employer advises the Union in writing, for each project, the names of such Owner Operators and the approximate duration, prior to their engagement.
- (c) The Employer pays to the Union daily permit fees for each Owner Operated truck engaged for a project, as follows:
 - Less than seven (7) working days - sixty dollars (\$60.00) per day
 - Seven (7) working days or more - thirty dollars (\$30.00) per day



This Letter of Understanding shall be in full force and effect from the same date of signing and for the same duration as stated in Article 23:00 of the Provincial Operating Engineers' Agreement for the Province of Saskatchewan.

Signed this 27th day of February, 2005.

For the Union

For the Employer

LETTER OF UNDERSTANDING

FOR INDUSTRIAL CONSTRUCTION IN THE PROVINCE OF SASKATCHEWAN

BETWEEN

EACH OF THE UNIONIZED EMPLOYERS IN THE OPERATING ENGINEERS TRADE DIVISION IN THE INDUSTRIAL SECTOR 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 -

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

(Hereinafter referred to as the "Union")



RE: Article 19:03(b) - Subsistence Payment for Recognized Holidays

The Parties to the Provincial Operating Engineers Agreement for Industrial Construction (the "Agreement") recognize that from time to time certain Recognized Holidays may fall on the last scheduled work day of an Employee's regularly scheduled work week. In such instances, should an Employee be required to work the next day immediately following the Recognized Holiday, the Employee would be entitled to receive subsistence allowance for the Recognized Holiday, provided the Employee has worked the full shift preceding and following the Recognized Holiday.



This Letter of Understanding shall be in full force and effect from the same date of signing and for the same duration as stated in Article 23:00 of the Agreement.

Signed this 27th day of February, 2005.

For the Union

For the Employer

LETTER OF UNDERSTANDING

FOR INDUSTRIAL CONSTRUCTION IN THE PROVINCE OF SASKATCHEWAN

BETWEEN

**EACH OF THE UNIONIZED EMPLOYERS IN THE OPERATING ENGINEERS TRADE
DIVISION IN THE INDUSTRIAL SECTOR 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 -

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS, HOISTING, PORTABLE
AND STATIONARY, LOCAL #870**

(Hereinafter referred to as the "Union")

RE: Safe Work Places

WHEREAS the Parties to the Provincial Operating Engineers Agreement for Industrial Construction in the Province of Saskatchewan (the "Agreement") fully support safe workplace practices of the Employer and the Employees, and



WHEREAS the Parties recognize the value of industry wide standard practices for providing safe work places,

THEREFORE IT IS AGREED that the Parties will participate in and support the development of appropriate industry wide programs for providing safe work places, including an Alcohol and Drug Policy, Procedures and Family Assistance Program and a Code of Excellence which incorporates standard work rules and procedures.

This Letter of Understanding shall be in full force and effect from the same date of signing and for the same duration as stated in Article 23:00 of the Agreement.

Signed this 27th day of February, 2005.

For the Union

For the Employer

