

SASKATCHEWAN PROVINCIAL OPERATING ENGINEERS' AGREEMENT

**(For Overburden and Site Preparation Work 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 August 17, 2014
Expires April 30, 2018**

SASKATCHEWAN STANDARDS OF UNION CONSTRUCTION

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

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

Adopted December 17, 1993

Trade Unions Affiliated With:

Saskatchewan Provincial Building and
Construction Trades Council

Unionized Employers as Represented By:

CLR Construction Labour Relations
Association of Saskatchewan Inc.

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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.
- EQUIVALENT** - where the term equivalent is used throughout this agreement, the Parties shall, by mutual agreement, determine any question regarding equivalency.
- INDUSTRIAL CONSTRUCTION** - means the construction of industrial process plants, hydro or thermal power plants, toxic waste disposal systems, 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 SCOT course or equivalent.
- Further, qualified shall also mean to include enrollment in or completion of apprenticeship training programs, the successful pass of exams and having worked the required hours of the apprenticeship training program requirement.
- RESIDENCE** - an Employee's residence is the place where 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

For travellers from outside Saskatchewan only:

- travellers may present a travel card document from their home local union to the Saskatchewan local union, which includes the worker's home local union membership number, plus one of the 4 documents required above.

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.

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 - Agreement

This Agreement shall apply to all work related to the site preparation, overburden removal and excavation for Industrial, Institutional, and Residential sites.

1:03

- a) This Agreement shall only apply to site preparation work on sites designated for construction under a CLR – Operating Engineers Trade Division Agreement, unless mutually agreed to by the International Union of Operating Engineers Local 870 and the Unionized Employers with a pre-job conference.
- b) This agreement is applicable to the point at which the anchor bolts are placed and the mechanical trades start working within those specific battery limits. At that point, the terms and conditions of the respective Provincial Construction Agreement shall apply within those battery limits.
- c) Overburden applies to work outside of battery limits.
- d) Battery limits refers to the battery limits around a specific plant inside of a Project.
- e) Application of this Overburden and Site Preparation Agreement inside a Project's battery limits is dependent upon a pre-job conference with the Union prior to work being bid. In addition to the normal pre-job items, at the pre-job the parties will determine scope and application of the Overburden and/or Site Preparation agreement and confirm when the Industrial Agreement would commence.
- f) Contractors are obligated to notify the CLR Saskatchewan that this agreement is being used to bid a specific scope of work.

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, assembling and dismantling of all 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.

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 of one hundred dollars (\$100.00) per day 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. If the Union does not dispatch suitable and qualified employees within seventy-two (72) hours (excluding weekends and holidays) or has not supplied the names of additional Employees within forty-eight (48) hours of the request (excluding weekends and holidays) then the Employer may hire from any available source. Upon exercising this option, the Employer agrees to supply the Union with the Employee's name, social insurance number, address and the date of hire. This information must be sent to the Union within the first week of hire. 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. The day of orientation, the Employee will sign the dispatch slip and the Employer, in turn, will email the dispatch slip to the Local 870 Dispatcher on that same day.

Name hire shall be one (1) in (2) (this means one (1) name hire, the next one (1) off the out of work board) and one hundred percent (100%) name hire for foremen. 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.

a) Inactive Members and Non-Compliance with A&D Policy

The Employer shall notify the Union of all cases of non-compliance to the Employer's or Owner's Alcohol and Drug Policy within two (2) business days of becoming aware of non-compliance

Work referral slips will not knowingly be issued by the Union to members who are inactive while on the respective EFAP Alcohol and Drug program nor will these members be knowingly dispatched to a contractor and/or job site by the Union

4:04 Foremen

All Foremen and General Foremen shall be cleared through Local #870. First (1st) preference Local #870 members, second (2nd) preference members from other Locals.

Foremen and General Foremen are not subject to the layoff provisions.

- 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.

Foremen shall receive three dollars (\$3.00) above the Journeyman rate. Foreman certified in the CODC Better Supervision course or equivalent shall be paid two dollars (\$2.00) above the Foreman rate. It will be the discretion of the Employer when an Operating Engineer Foreman does or does not operate equipment.

- b) General Foremen shall be members of Local 870, unless mutually agreed to by the Employer and the Business Manager or his designate. General Foremen shall be employed at not less than eighteen percent (18%) per hour in addition to the rate specified for Foremen in (a) above. The Employer shall have sole discretion in the appointment of General Foremen.
- c) Foreman, so designated, will be capable of performing all tasks and duties over which he has jurisdiction.

- d) General 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
- e) 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 who have completed a Steward Training Course applicable to this trade. 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.

Union members are entitled to Union representation. With the approval of the union member, a shop steward or assistant shop steward will be present for disciplinary actions taken towards any operating engineer, when requested. The employer will provide and supply copies of disciplinary documentation to the Union and keep them apprised to all incidents and investigation unless Provincial or Canadian Legislation limits such action.

- 4:07** Employees who terminate their employment from one Employer will not be eligible for hire on the same jobsite by another Employer within thirty calendar days of the termination. This provision does not apply where written agreement of the Employer from which the Employee has terminated is given to the other Employer and the Union. The Employer shall notify the Union in writing of the voluntary termination.

4:08 Probationary Members

Permit Employees shall be subject to a mandatory probationary period of ninety [90] calendar days. This period may be extended by the Employer where it is deemed by the Employer that additional time is required to assess an employee's competency or fit with his role. The Union agrees that such extension will not be unreasonably withheld. Permit Employees rehired within twenty-four (24) months will not be required to serve an additional probationary period. (See Article 9:03)

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 Employment 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.

5:03 Employees who terminate their employment from one Employer will not be eligible for hire on the same jobsite by another Employer within thirty (30) calendar days of the termination. This provision does not apply where written agreement of the Employer from which the Employee has terminated is given to the other Employer and the Union. The Employer shall notify the Union in writing of the voluntary termination.

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

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

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

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

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

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

9:03 A probationary employee's discipline or termination may be the subject of a grievance up to Step Number Three of the grievance procedure and the disposition of the grievance shall be final and binding at this Step. The discipline or termination of a probationary employee shall not be subject to Arbitration.

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

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.

11:02 Electronic Markups

A mark-up conference may be conducted electronically through email.

An electronic mark-up will provide the information as set out in 11:01. The electronic mark-up will be sent by email as much in advance as possible if the timelines in 11:01 cannot be met. It will be sent to all the affected Unions as determined by the Employer and copied to the Saskatchewan Provincial Building & Construction Trades Council.

The protocol for electronic mark-up is that all trades contesting the preliminary assignments shall reply within three (3) working days with their jurisdictional claims and shall copy any Unions affected by said claims. If the Employer requires evidence to make final assignment, this requirement will be forwarded with the Employer's reply to all Trade Unions affected by any claims. Evidence by the affected Unions shall be returned to the Employer within seven (7) calendar days and copied to the other affected Unions. The Employer will reply to all affected Unions and copy the Saskatchewan Building Trades Council with the final assignments within seven (7) calendar days after receipt of evidence. Timelines may be extended dependent upon agreement of all parties.

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 Employer shall establish the initial regular work week schedule based on either the Five Day Work Week Schedule or the Four Day (4x10) Work Week Schedule. The established work week schedule may be changed by mutual agreement in writing between the Business Manager and the Employer.

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 6:00 a.m. and 6:00 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

Overtime during the regular work week shall be paid only after eight (8) hours in a day on a five (5) day work schedule, or after ten (10) hours in a day in the case of a four (4) day work schedule. Unscheduled overtime following directly after the shift shall be paid at overtime rates.

Further, an employee must work all available, straight time hours in a week before qualifying for overtime rates in the same week, except in cases of a leave of absence approved by salaried management, or when the Employee's absenteeism on any working day is due to bona fide illness or absence due to compassionate grounds satisfactory to the Employer and Union Representative.

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

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 all overtime hours.

b) Four Day Work Week Schedule

- i. When working under the four (4) day work week schedule, Employees shall be paid at one and one-half (1.5x) the regular hourly rate for all hours worked in excess of the regular ten (10) hours per day Monday through Thursday.
- ii. All 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. 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 (not including show up time) after which the time and one-half (1.5x) 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 considered scheduled work hours.

c) Statutory Holidays

All hours worked on a recognized holidays shall be paid at double time (2x).

d) Alternative Work Schedules

Alternative Work Schedules and blended shift cycles may be mutually determined between the Employer and the Union and incorporated into this Agreement.

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, and does not remain on the job, he shall receive an allowance equal to two (2) hours pay at straight time rates including all benefits. Employees who remain on the job for the two hours or longer will be paid the actual waiting time at the applicable rate of pay. 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 three dollars (\$3.00) 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.

ARTICLE 13:00 RECOGNIZED HOLIDAYS AND VACATION

13:01

- a) The recognized holidays shall be as follows:

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

- 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 observed as the holiday. When two (2) recognized holidays fall on a succeeding Saturday or Sunday, the following Monday and Tuesday shall be observed as the holidays.

Recognized holiday pay shall accrue at four and one-half percent (4.5%) 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 and Pay Periods

Pay day shall be weekly with a maximum holdback of one (1) week.

b) Method

Wages shall be paid by cheque or electronic direct deposit into the Employee's bank account of choice, at no cost to the Employee. The method of payment shall be as determined by the Employer. A statement of earnings and deductions shall be provided prior to quitting time on pay day. The statement of earnings format is selected by the employee at orientation time for paper format (stub) or electronic format (if electronic earnings statement format is offered by the Employer)

c) Pay on Termination

Employees paid by cheque 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.

Employees paid by electronic direct deposit shall be paid in full on the next regular payday and a record of employment for E.I. purposes will be mailed to him no later than the work day following termination of employment.

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

d) Penalty

If an Employer fails to provide payment as stated in Article 14:02 (c), 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.

d) Employee and Family Assistance Plan

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

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

Remittances and Reports

- i. Employers are required to remit the Contract Administration and Industry Development fees and the monthly CODC Employer Report Form to CODC by the 15th of the month following the month in which the hours were worked.

- ii. Employers must also submit the monthly Employee Data Report to the PRO Care plan by the 15th of the month following to facilitate the confidential determination of eligibility by the EFAP provider. There are three ways to submit this data:
- entering the data directly on the CODC website at www.codc.ca/procare

OR

 - uploading an excel spreadsheet in the required format to the website (a sample spreadsheet can be downloaded from the website)

OR

 - Forwarding an excel spreadsheet in the required format electronically to procare@sasktel.net. **Hard copies of data will not be accepted.**

e) Organizing Fund

The Employer shall contribute to the International Union of Operating Engineers Local 870 Organizing 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.
- 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.
- 15:07 Original requests for manpower will be limited to three (3) pieces of equipment for one person.

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 complement 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.

All training documentation must be provided by the employee to the Union prior to dispatch and to the Employer upon hire. It will be the Union's sole responsibility to keep copies of the qualifications of all workers dispatched.

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 SCOT course or equivalent, and PART 3 - Employer or Owner Project Specific Training.

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

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.

As a condition of employment it is the sole responsibility of each and every employee to obtain, hold and maintain all current certification(s) in any and all legislated safety training requirements (i.e. WHMIS, Fall Arrest, etc.) that are trade specific. Supporting documentation of all legislated training must be provided by the employee to the Union prior to dispatch and to the employer upon hire and may be further requested by the employer at any time during the duration of their employment. Prior to the expiration of any certification, the Employer will notify the Employee of the pending expiration and give the Employee reasonable time to renew their certification.

Further, prior to arriving at site, employees shall hold current qualification(s) for the specific tasks and equipment identified in the dispatch request. If the employee has to be trained after dispatch, all costs borne by the Employer shall be reimbursed by the Training Fund.

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.

17:09 Substance Abuse Testing

The Parties agree that it is in the best interest of all concerned to promote a safe working environment. The Union has no objection to pre-employment substance abuse testing when required by the Employer and further, the Union has no objection to voluntary substance abuse testing to qualify for employment on projects when required by a project owner. The cost and scheduling of such testing shall be paid for and arranged by the Employer.

The Union agrees to reimburse the Employer for any failed pre-access Alcohol and Drug test costs.

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 TD4E (13) Declaration of Exemption form, or its equivalent, declaring that they qualify for and have incurred expenses in the amount of the reimbursement or allowance.

The transportation expense shall be the vehicle allowance rate published by Canada Revenue Agency ("CRA") for the maximum rate (generally for the first 5,000 km). The transportation expense shall be adjusted as the CRA rate changes and become effective on the same date as the next wage adjustments. Subject to CRA requirements the Transportation Expense is non-taxable at source.

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.

Local residents living beyond thirty (30) kilometres of the project shall be paid fifty-four cents (\$0.54) per kilometre, effective August 17, 2014, 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 fifty-four cents (\$0.54) per road kilometre effective August 17, 2014. 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 fifty-four cents (\$0.54) per road kilometre, effective August 17, 2014, 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 breakdown. The thirty (30) road kilometre Free Zone does not apply when the Employer is providing transportation.

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

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

18:05 Initial and Terminal Transportation

On projects where accommodation is supplied or paid for, each Employee shall be paid a transportation expense of fifty-four cents (\$0.54) per road kilometre, effective August 17, 2014, to the project site from the Regina or Saskatoon dispatch point, whichever is closest to the Employee's residence. For an Employee to qualify for initial transportation expense, the Employee must remain fifteen (15) calendar days or until lay off (whichever comes first). An Employee remaining thirty (30) calendar days, or in the event of a lay-off, shall have his/her return transportation expense paid to the Regina or Saskatoon dispatch point. In any event, an Employee who quits or whose employment is terminated for just cause shall not be paid terminal transportation expense. The thirty (30) road kilometre Free Zone does not apply to initial and terminal transportation.

Article 18:05 only applies to members of Local 870 whose primary residence is in Saskatchewan. It does not apply to any other classification of worker represented by Local 870 and does not apply to any other transportation article or clause. Out-of-province

workers shall receive the transportation allowance based on the nearest dispatch point to the project.

18:06 Rotational Transportation

Should the project be more than thirty (30) calendar days in duration and the project is three hundred (300) road kilometres or more from the Regina or Saskatoon dispatch point, each Employee shall receive round trip transportation expenses at the rate of fifty-four cents (\$0.54) per road kilometre, effective August 17, 2014, every thirty (30) calendar days, including the first thirty (30) calendar days. The thirty (30) road kilometre Free Zone does not apply to rotational travel. An Employee will be entitled to round trip transportation expenses for isolated projects every twenty five (25) days. Where owner supplied air transportation is provided the twenty-five (25) day rotation is not applied.

**18:07 Air Transportation
Initial, Terminal and Rotational Transportation**

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

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

This agreement includes provisions to pay reasonable expenses on behalf of the Employees. The payment of reasonable expenses is not intended to provide supplementary income. The Employer may require each Employee who receives an expense reimbursement or allowance to sign a Canada Customs and Revenue Agency TD4E (13) Declaration of Exemption form, or its equivalent, declaring that they qualify for and have incurred expenses in the amount of the reimbursement or allowance.

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

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

19:02 Camps

- a) Camps are not permitted within eighty (80) road kilometres of Regina or Saskatoon.
- 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 with appropriate receipt for proof of accommodation. However, if additional days are worked within the same week the subsistence allowance will revert to the per day worked basis and the five (5) day subsistence for the four (4) days worked will not apply.

- b) Subsistence allowance will be paid for those scheduled work days that are not worked due to bad weather. Subsistence allowance will be paid for recognized holidays provided the Employee works all of the scheduled hours on the work day immediately preceding and the work day immediately following the recognized holiday.
- c) Local residents shall not be entitled to subsistence allowance.

19:04 Subsistence Allowance

- a) In all instances the subsistence allowance per calendar day worked shall be as follows:

Effective April 28, 2013	one hundred and thirty dollars (\$130.00)
Effective April 26, 2015	one hundred and thirty-five dollars (\$135.00)
Effective April 24, 2016	one hundred and thirty-five dollars (\$135.00)

- 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. Upon a specific request by the Union, the

Employer shall forward a copy of an Employee's Leave of Absence Request form. It is not intended that such forms be requested by the Union for all Employees.

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 1111 Osler Street, Regina, Saskatchewan, S4R 8R4. 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 August 17, 2014 and shall remain in full force and effect until midnight, April 30, 2018, 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 Employment Act, bargain collectively with a view to renewal or revision of this Agreement or the conclusion of a new Agreement.

EACH OF THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT AND CAUSED IT TO BE SIGNED BY ITS DULY AUTHORIZED REPRESENTATIVE(S) THIS _____ day of _____, 2014.

SIGNED ON BEHALF OF:

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

Cory Cowley
Business Manager

Daryl Wilcox
Business Agent

SIGNED ON BEHALF OF:

**CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION
OF SASKATCHEWAN INC.**

Gerald Giesbrecht
Trade Division Chairperson

Warren Douglas
CLR Executive Director

APPENDIX "A"

Overburden & Site Preparation

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

EFFECTIVE AUGUST 17, 2014

	Base Rate	Stat. Hol. Pay	Vacation Pay	H&W	Pension Fund	Trng Fund	Org Fund	Total Pckg
Foreman	43.77	1.97	2.74	1.50	5.25	0.25	0.10	\$55.58
Journeyman	40.77	1.83	2.56	1.50	5.25	0.25	0.10	\$52.26

GROUP 1

August 17, 2014

Rate	37.06
Recognized Holiday Pay 4.5%	1.67
Vacation Pay 6%	2.32
Pension	5.25
Health & Welfare	1.50
Training Fund	0.25
Organizing Fund	0.10
Total Package	\$ 48.15

Track Hoe, Dozer, Grader, Side Boom, Haul Trucks (60 tons and over)

Classification

GROUP 2

August 17, 2014

Rate	33.00
Recognized Holiday Pay 4.5%	1.49
Vacation Pay 6%	2.07
Pension	5.25
Health & Welfare	1.50
Training Fund	0.25
Organizing Fund	0.10
Total Package	\$ 43.66

Loader, Haul Trucks (under 60 tons), Fuel Truck, Water Truck, Scraper, Service Man, Rubber Tire Hoe

Classification

GROUP 3

August 17, 2014

Rate	31.00
Recognized Holiday Pay 4.5%	1.40
Vacation Pay 6%	1.94
Pension	5.25
Health & Welfare	1.50
Training Fund	0.25
Organizing Fund	0.10
Total Package	\$ 41.44

Forklift, Zoom Boom, Packer, Skid Steer

Classification

GROUP 4

August 17, 2014

Rate	25.83
Recognized Holiday Pay 4.5%	1.16
Vacation Pay 6%	1.62
Pension	5.25
Health & Welfare	1.50
Training Fund	0.25
Organizing Fund	0.10
Total Package	\$ 35.71

Oiler, Helper

2. Utility Operators

a) Utility Operator - Definition:

When an Employee is employed as a utility operator, (requested to operate three (3) or more pieces of equipment) the Employee shall be paid two dollars (\$2.00) per hour over the rate of the highest equipment classification.

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 Trade Certification Act.

In all cases the ratio of Apprentices to Journeymen shall not exceed the ratio established by the Saskatchewan Apprenticeship and Trade Certification Commission. The Commission has passed a resolution to exempt final level apprentices from the calculation of journey persons to apprentice ratios.

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	R65% 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

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 and one-half percent (4.5%) 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 the amount established in the respective wage schedule 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.

9. Pension Trust Fund

Each Employer subject hereto shall contribute the amount established in the respective wage schedule 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.

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 + 4.5% 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 the amount established in the respective wage schedule 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.

11. Organizing Fund

Each Employer subject hereto shall contribute the amount established in the respective wage schedule for each and every hour worked by an Employee covered by this Agreement to the International Union of Operating Engineers Local 870 Organizing Fund. Contributions for said Fund shall be forwarded by separate cheque to the International Union of Operating Engineers Local 870 Organizing Fund, P.O. Box 1112, Saskatoon, Saskatchewan, S7L 6M8.

12. Employee and Family Assistance Plan

Each Employer subject hereto shall submit the monthly Employee Data Report to the CODC PRO Care Plan by the 15th of the month following to facilitate the confidential determination of eligibility by the EFAP provider.

13. 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.

14. 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.

15. 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-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 Owning: _____

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: _____

LEAVE APPROVED: YES _____ NO _____

REASON FOR NON-APPROVAL: _____

SUBSISTENCE APPROVED: YES _____ NO _____

REASON FOR 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. Upon a specific request by the Union, the Employer shall forward a copy of an Employee's approved Leave of Absence form. It is not intended that such forms be requested by the Union for all Employees.

APPENDIX "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>
FROM: _____	Facsimile: <u>(306) 665-0998</u>
	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' Overburden 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 _____ day of _____, 2014.

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 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: Subsistence Review Committee

WHEREAS the Parties to the Provincial Operating Engineer Agreement (Overburden & Site Preparation) ("the Agreement") recognize the value of a process to adjust the Subsistence Allowance, as needed, in certain areas of the Province from time to time, and

WHEREAS the Parties recognize the value of working with others in the unionized construction sector specifically in regards to the amount of Subsistence Allowances,

THEREFORE IT IS AGREED that it is the intent of the Parties to join with others in the development and implementation of an Industry wide Subsistence Review process within the term of this Agreement.

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 23:01 of the Saskatchewan Provincial Operating Engineer Agreement.

Signed this _____ day of _____, 2014.

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 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: Alternative Grievance Resolution

Whereas the parties are signatory to a collective agreement in effect until April 30, 2017 ("Collective Agreement") which provides for a Grievance Procedure and Arbitration in Article 9:00; and

Whereas the arbitration process provided for in the Collective Agreement can be time consuming and expensive for stakeholders involved; and

Whereas the parties are interested in piloting an alternative grievance resolution system ("Alternative System");

It is therefore agreed that the parties will have available to them the use of an Alternative System on a trial basis for a period of eighteen (18) months from the renewal of the Provincial Collective Agreement.

Recognizing that there are a variety of Alternative Systems available, it is further agreed that the parties will pilot a third-party system to assess whether it is successful in saving time and money for the stakeholders involved.

It is further agreed that:

1. As an alternative to either party requesting arbitration in Step III, after the processes and time frames described in Steps I through III have expired, both parties may mutually agree, on a case-by-case basis, to retain a third-party provider of an Alternative System. The parties are permitted to mutually agree on other third-party Alternative Systems.
2. The decision reached at the end of the Alternative System process will be final and binding on the parties.

3. The decision of the alternative system will be restricted to the case being arbitrated and will not be precedential in nature.
4. The parties will jointly share the costs of the hearing process.

At any time during the eighteen (18) month trial period, the parties may meet to review their experiences and may mutually agree to extend the trial period, pilot a different system, close the trial process or come to some other mutual agreement.

This Letter of Understanding shall expire eighteen (18) months from the date of the renewal of the Collective Agreement.

Signed this _____ day of _____, 2014.

For the Union

For the Employer
