

SASKATCHEWAN PROVINCIAL OPERATING ENGINEERS COMMERCIAL AGREEMENT

FOR

Commercial/Institutional and Residential Construction

Highway and Road Construction

THIS AGREEMENT ENTERED INTO BETWEEN:

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

(Hereinafter referred to as the "EMPLOYER")

- AND -

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

(Hereinafter referred to as the "UNION")

**Effective April 28, 2002
Expires October 31, 2004**

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.
- CONSTRUCTION:**
- COMMERCIAL A
CONSTRUCTION** - shall apply to all work related to the construction and
maintenance of water pipelines, water treatment plants,
non-industrial lagoons, site prep for water treatment
plants and water pipelines (non-industrial), non-
residential sewer and water, and any work adjacent and
related to an industrial site.
- COMMERCIAL B
CONSTRUCTION** - shall apply to all work related to the construction and
maintenance of commercial and institutional projects,
such as schools, hospitals, retail outlets, permanent
residences of dwelling places including single family
dwellings, duplexes, four-plexes, condominiums,
rowhouses, apartments, senior citizen apartments
inclusive of basements, driveways, sidewalks, curb and
gutter, landscaping, demolition, maintenance and
gravelling of roads and any and all parking lots
(including Commercial A projects parking lots but
excluding Industrial projects parking lots).
- HIGHWAY AND
ROAD CONSTRUCTION** - shall apply to all work related to Highway and Road
Construction including supply of aggregates and
paving.
- INDUSTRIAL
CONSTRUCTION** - means the construction and site prep, including
stripping of overburden for industrial process plants,
hydro or thermal power plants, toxic waste disposal
systems, erection of steel or precast bridges and all
work related thereto.
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- EMPLOYEE** - means anyone employed under the terms of this Agreement.
- EMPLOYER** - means a Company bound by the terms of this Collective Agreement.
- KM** - means kilometre by road (not radius).
- LOCAL RESIDENT** - is a local union member who has resided within one hundred (100) kilometres of a project, but outside the cities of Regina and Saskatoon, or an established permanent shop outside of those cities 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** - means to also include certification in the CODC Interactive “Rights and Responsibilities” course and the Vicom Safe-T-Disc CSTS course or equivalent.
- RESIDENCE** - is the place where an employee 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
- SUB-CONTRACTOR** - is 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 OBJECTS AND SCOPE

1:01 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 No Employer shall refuse to employ or to continue to employ or otherwise discriminate against any person in regard to employment or any term or a condition of employment because of nationality, creed, ancestry, place or origin, religion, colour, race or sex.

1:03 **Scope**

This Agreement shall apply to Commercial/Institutional construction (including Residential) and Highway and Road construction as defined herein.

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

3:01 The Employer recognizes the Union as the sole collective bargaining agent for all Employees falling within the jurisdiction of the Union.

3:02 (a) Owner-operated and manned rented equipment shall in no way be used to circumvent the intentions and provisions of this Agreement. Where owner-operated equipment performs work for which he has engaged and works beyond seven (7) 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 travel time and transportation allowances 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 17:01, 17:02 and 17:03 and the Contract Administration and Industry Development Fees as identified in Article 20:00.

3:03 Rented Tandem and Semi-Trailer Type Truck (Excluding Rock Trucks) Permits

Refer to the Letter of Understanding attached as part of this Agreement for conditions relating to the utilization of Rented Tandem and Semi-Trailer Type Trucks.

ARTICLE 4:00 UNION SECURITY

- 4:01 (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 membership in the Union, and maintain membership in the Union as a condition of his employment, provided that any Employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.
- (b) All applications for membership shall be subject to the 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 application.
- 4:02 (a) Upon the written request of any Employee within the scope of this Agreement and upon the written request of the Union, the Employer agrees to deduct from the wages due to any such Employee, the Union Dues, and submit all monies so deducted, along with a list of names from whom such deductions have been made, to the Union on or before the 15th day of the following month.
- (b) Permit holders, other than those covered by the Letter of Understanding regarding Rented Trucks, will be allowed permits on a monthly, weekly, or daily basis with an expiry date at the end of each month or week that they have applied for. The Employer or subcontractor shall remit permit fees to the Union in accordance with instructions received from the Union on or before the fifteenth (15th) day of the following month. If an Operating Engineer becomes available at the end of the permit term, he may replace the permit holder on any project. The Union must notify the Employer in writing thirty (30) days prior to the request for termination of a permit holder.
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4:03 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.

The Employer shall hire only members of the Union in good standing through the Local Union 870 office in Saskatoon. The Employer shall have the right to name-hire all supervision and every fourth (4th) employee from the out-of-work board. Notwithstanding any other provisions, the Employer shall have the right to recall those Employees who are Union Members and have worked for the Employer within the previous six (6) months.

4:04 All Employees have consented to a standard deduction of twenty-five cents (\$0.25) per hour as Supplementary Union Dues. Such deductions to be calculated and remitted in the same manner as Health and Welfare and Pension Fund remittances upon the date of signing this Agreement.

4:05 The Union and the Employer recognize that in execution of certain projects, local union residents may be given priority of employment.

4:06 In cases where a local union member resident is afforded priority of employment, such employment shall be considered a name hire as defined in 4:03.

ARTICLE 5:00 UNION RIGHTS AND RESPONSIBILITIES

5:01 The Union shall notify the Employer in writing of the appointment of Shop Stewards, who shall be qualified tradesmen, and preference shall be given to appointing only those Employees of long term standing.

5:02 The Employer recognizes that a Steward is acting for the men as a whole, and he shall not be discriminated against for expressing the wishes of the workmen. The Steward may be called upon by the Employer to assist in the settlement of grievances. The Steward shall be considered an official representative of the Union on the job.

5:03 The Shop Steward will be the last Operating Engineer laid off in his classification whenever possible. The Union shall be notified prior to termination or transfer of Shop Stewards and the reasons specified.

- 5:04 An authorized representative of the Union shall retain the privilege of access to Employees of the Employer, provided that prior consent is obtained from the Employer and the Prime Contractor when necessary, and that the work of the Employees is not interfered with.
- 5:05 No agreement embodying any terms or conditions more favourable to any other Employer that 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.
- 5:06 Layoff procedure within classifications will be as follows:
- (a) All permit hands will be laid off first
 - (b) Second to be laid off will be travel card members of other Locals
 - (c) Last to be laid off will be members in good standing of Local 870.

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 to:
- (a) 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) select, hire, discharge, transfer, promote, layoff, or otherwise discipline Employees, provided that a claim by an Employee that he has been discharged without reasonable cause shall be subject to the provisions of the Grievance Procedure;
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- (c) 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 HOURS OF WORK AND OVERTIME

- 7:01 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.
 - 7:02 When one shift is employed on a job, the normal working day shall be composed of not more than eight (8) working hours. A workday shall commence at 8:00 a.m. and end at 5:00 p.m., Monday to Friday inclusive. A deviation may be allowed by agreement between the Employer and the majority of the Operating Engineers on the job. All work performed before or after the hours stated herein shall be considered as overtime unless otherwise negotiated between the Union and the Employer, or unless shift conditions apply.
 - 7:03 One hour in each workday shall be allowed as a meal hour, but the time allowed for the said meal hour may be reduced on any job as agreed between the Employees on the job and the Contractor or his representative. Any deviation on large commercial sites shall be agreed to at the pre-job conference.

After two (2) hours of unscheduled overtime, the Employer will provide a hot meal at no cost to the Employee and shall provide a hot meal after each additional four (4) hours of work. Unscheduled overtime meals shall be consumed on company time.
 - 7:04 The Employer may require Employees to perform overtime work in excess of the regular hours. Overtime rates will apply until a break of eight (8) hours occurs. However, if the work is to be done on Saturday and Sunday, the Employee must be notified by Friday noon, whenever possible.
 - 7:05 **Appendix A, B and C**
 - (a) All overtime shall be paid at the rate of one and one-half times (1.5x) the regular rate for each classification listed. All work performed on Sundays and Recognized Holidays as outlined in Article 10:01 will be paid for at the rate of double time (2x).
 - (b) For maintenance and gravelling of roads within the jurisdiction of the Department of Highways or a Municipality, overtime shall be paid at the rate of one and one-half times (1.5x) the regular rate for each classification, after fifty (50) hours in one week.
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Appendix D

(c) For Highway and Road Construction overtime shall be paid at the rate of time and one half (1.5x) the regular rate for each classification, after fifty (50) hours in one week. All work performed on Sundays and Recognized Holidays as outlined in Article 10:01 shall be paid at double time (2x).

7:06 Any shift other than a day shift shall be classed as a second or third shift. A premium of fifteen percent (15%) for a maximum of eight (8) hours shall be paid for all hours worked on second and third shift operations.

7:07 A shift of ten (10) hours per day for four (4) consecutive days may be worked at regular rates of pay between Monday and Friday inclusive.

(a) Except as provided for in Article 7:07 (b) when working a compressed work week Employees shall receive one and one-half (1.5x) times the regular hourly rate for all work performed in excess of the regular ten (10) hours per day, and for all hours worked on Fridays and Saturdays. Two (2x) times the regular rate for Sundays and Statutory holidays.

(b) When working under the four 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 week 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 one 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 except where weather conditions dictate otherwise. All time worked on a "make-up day" will be at the employee's choice.

(c) In the event a compressed work week is being worked, the work week in which a statutory holiday is observed will revert to three (3) days at ten (10) hours per day.

7:08 **Demolition**

Notwithstanding any other provisions of this Agreement, for demolition work only, if required by the Project owner, the normal days of work may be modified by the Employer to include Saturdays and Sundays as regular work days. Demolition work may be performed at regular rates of pay up to a maximum of forty (40) hours per week or eight (8) hours per day, after which overtime at the rate of time and one-half (1.5x) will apply. Employees who work demolition on a Saturday and/or Sunday shall be allowed an alternate day off in the preceding or following week.

ARTICLE 8:00 TRANSPORTATION, ROOM AND BOARD

The provisions of this Article 8:00 are applicable only to projects which are beyond the limits of a Travel Center. The limits of a Travel Centre means the city limits of Prince Albert, Regina, Saskatoon, or an established permanent shop outside those cities.

8:01 Free Zone

Thirty (30) road kilometres beyond the limits of a travel center or temporary domicile shall comprise a free zone.

8:02 Travel Allowance

The Employer shall provide transportation for the Employees. Each Employee shall be paid a travel allowance equal to his straight time rate for the actual travel time. This travel allowance is to be calculated from the limits of the free zone to the project and return by the shortest, reasonably possible route.

8:03 Rotational

An Employee who has not received return travel allowance shall be entitled to return travel allowance with Employer supplied transportation every thirty (30) calendar days.

8:04 Room and Board

When an Employee does not commute daily from a travel center, the Employer shall provide suitable room and board at no cost to the Employee.

8:05 Local Resident

A local resident shall not be entitled to room and board.

On projects where room and board applies, a local resident shall be entitled to Employer supplied transportation from the temporary domicile to the project and return.

ARTICLE 9:00 WORKING CONDITIONS

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

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

9:03 The Employer agrees to furnish suitable drinking water at convenient locations 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.

9:04 The Employer shall make and revise such safety and other project rules and regulations as may be consistent with company policy and/or Federal or Provincial legislation or regulations, and failure by the workmen to observe and obey such rules and regulations as have been published by the Employer shall be cause of immediate dismissal, provided that the said company rules and regulations are not in contravention of the Occupational Health and Safety Act of the Province of Saskatchewan, or other mutually recognized safety regulations.

9:05 **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.

All workers being dispatched to the Employer must have obtained 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.

9:06 The Employer, as a matter of policy, will conduct regular safety meetings.

9:07 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 subject to negligent care or abuse; any breakage or loss of any such tools shall immediately be reported by the Employee to his supervisor. The Employer shall provide locked facilities for the storage of Employee tools.

- 9:08 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 insure those tools at the agreed value against fire, breakage, and/or theft of tools by forcible entry. Mechanics will be paid a tool allowance of twenty cents (\$0.20) per hour for all hours worked.
- 9:09 On crawler-type machines, it will be the responsibility of the Operator to clean the tracks on the machine that he is assigned to. It is recognized that track cleaning will be performed on company time.
- 9:10 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;
 - (d) Ten minutes between meals thereafter.
- 9:11 All equipment equipped with cabs shall be adequately heated in cold weather. In all circumstances, Employees will be protected against excessive heat, cold and noise. No Employee will be disciplined for refusing to work under unsafe conditions or in contravention of established safety rules and regulations.

ARTICLE 10:00 RECOGNIZED HOLIDAYS

- 10:01 (a) The Recognized Holidays shall be as follows:
- | | |
|--------------------|--------------------|
| • New Year's Day | • Labour Day |
| • Good Friday | • Thanksgiving Day |
| • Victoria Day | • Remembrance Day |
| • Canada Day | • Christmas Day |
| • Saskatchewan 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) Recognized Holiday Pay shall accrue at four percent (4%) of straight time earnings, and is to be paid with each pay period.
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10:02 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.

ARTICLE 11:00 ANNUAL VACATION PAY

11:01 Annual vacation pay shall accrue at the rate of six percent (6%) calculated on gross earnings and shall be paid bi-weekly, or if requested by an Employee, then no later than the end of the calendar year. In accordance with the current Saskatchewan Labour Standards Act, an Employee is entitled to an annual vacation of four weeks after the completion of ten years of employment with one employer. Four weeks annual vacation pay shall accrue at eight per cent (8%) calculated on gross earnings and shall be paid the same as above.

ARTICLE 12:00 WAGES

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

12:01 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.

12:02 When an Employee reports for work at the call of the Employer, the Employee shall be paid for the entire period spent at the place of work in response to the call, until release by the Employer, with a minimum of two (2) hours if the Employee commences work, or a minimum of two (2) hours if the Employee does not commence work, at the applicable rate of pay.

12:03 **Payment of Wages**

a) **Pay Days and Pay Periods**

The regular pay day shall be once every two (2) weeks on a designated day. Employees shall be paid all wages due up to a date not more than five (5) regular working days prior to the date of payment.

b) **Method**

Wages shall be paid by cash or cheque at no cost to the Employee. The method of payment shall be as determined by the Employer. A printed confirmation of earnings and deductions shall be included with cash pay or cheque.

c) **Pay on Termination**

When an Employee is laid off or is discharged for cause, payment by cash or cheque of all monies owing, including a printed confirmation of earnings and deductions and a Record of Employment shall, whenever possible, be provided at the time of lay-off. If it is not possible, it shall be provided as soon as possible thereafter by mailing within three (3) working days to the Employees' last known address, or at the election of the Employee, made available for pick up within three (3) working days following termination. When an Employee voluntarily terminates his employment, payment shall be made without undue delay but no later than the next regular pay day.

d) **Notice of Layoff**

When an employee is laid off, one hours notice shall be given by the Employer during which the Employee shall continue working. In the absence of such notice one hours pay is to be paid. After ninety (90) days of continuous employment, refer to Section 43 (1) of the Labour Standards Act.

e) **Pay Advance**

A newly hired Employee may apply for an advance in wages during the first pay period and such advance shall not be greater than the amount of wages actually earned.

**ARTICLE 13:00 INDENTURED APPRENTICES, UNPROVEN
EQUIPMENT OPERATORS**

13:01 An Apprentice shall refer to an apprentice within the meaning of the Apprenticeship and Tradesmen's Qualification Act.

13:02 The rates of pay for Indentured Apprentice Operators 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

In order to advance from one pay level to the next pay level, the indentured apprentice, in addition to having worked the required hours, will be expected to complete the required technical training established by the Trade Advisory Board. The Employers agree to facilitate arrangements for an indentured apprentice to attend the technical training school.

13:03 The Employer agrees to utilize a minimum of one (1) apprentice for each multiple of three (3) hoisting journeymen on a project.

13:04 **Unproven Equipment Operators**

It is understood that when the Union is unable to supply qualified operators in the classification requested by the Employer, and the Employer then utilizes the provisions of Article 4:03 and is still unable to find a qualified operator, the Employer shall have the right to hire an Unproven Equipment Operator who will be paid the rate of one dollar and seventy-five cents (\$1.75) per hour less than the rate of pay for that piece of equipment for the first thirty (30) days of employment. An Unproven Equipment Operator may be terminated for unsuitability during the first thirty (30) days or if deemed suitable after thirty (30) days, shall be entitled to all the provisions of the Collective Agreement.

If the Unproven Equipment Operator is deemed suitable or unsuitable, the Employer shall provide the Union with a written evaluation as to suitability or unsuitability.

ARTICLE 14:00 GRIEVANCE PROCEDURE

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

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

Stage 1 An Employee, Employer, or Union who is the griever, shall, within ten (10) working days of the circumstances giving rise to the grievance:

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

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

- Stage 2**
- 1. Within thirteen (13) working days after the circumstances giving rise to the grievance, the griever (with or without a representative), shall present the grievance subject to compliance with Stage 1 in writing to:
 - (a) In the case of an Employee grievance, to the Employer or a designated representative;
 - (b) In the case of an Employer grievance, to an official of the Union.
 - 2. The written grievance shall contain:
 - (a) Name of the Griever(s);
 - (b) Time and date of the occurrence;
 - (c) Clause or clauses of the contract which form the basis of the grievance;
 - (d) Circumstances and conditions giving rise to the grievance;
 - (e) Disposition requested.
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3. (a) Settlement of a grievance and the terms thereof shall be in writing, signed, and the settlement shall be final and binding upon the parties.
- (b) If a satisfactory settlement is not reasoned within three (3) working days from the date of the presentation of the written grievance in accordance with the provisions of this stage, the grievance (subject to compliance with Stage 2), shall be submitted to arbitration (Stage 3) within twenty (20) working days from the date of the circumstances giving rise to the grievance, which submission shall be in writing and delivered to the other party to the grievance.

Stage 3

1. If the grievance is not concluded pursuant to Stage 2 and the grievance is submitted to arbitration as provided therein, then the grievance shall be submitted to an Arbitration Board of three (3) persons constituted as follows:
 - (a) The party referring the matter to arbitration shall, in the written notice of reference, appoint a member to the Arbitration Board.
 - (b) The party receiving the notice shall, within three (3) working days after the receipt of such notice, appoint a member to the Arbitration Board and notify the other party of the appointment.
 - (c) The two appointed members of the Arbitration Board shall confer to select a third person to the Chairman. Should these two members fail to select a Chairman within three (3) days from the appointment of the second member of the Board, either of them may request the Minister of Labour to appoint a Chairman.
 2. The grieving party shall be responsible for notifying the Arbitration Chairman of such appointment, or in default, the other party may do so.
 3. The Arbitration shall be restricted to the grievance as submitted in writing pursuant to Stage 2.
 4. The Arbitration Chairman shall determine the time, date and place of the Arbitration Hearing. The Arbitration Board, subject to paragraph three (3), shall examine the matter(s) in dispute and render its decision within ten (10) working days from the date of the Arbitration Hearing.
 5. The decision of the Arbitration Board or majority thereof shall be final and binding upon the parties. In no case shall the Arbitration Board have the authority to alter, amend, or add to the Agreement between the parties, or make any decisions inconsistent with the provisions of this Agreement.
-

6. Each party to the grievance shall bear the expenses of its respective representative, and the two (2) parties will share equally the expenses of the Arbitration Chairman.

**ARTICLE 15:00 WORK STOPPAGES, JURISDICTIONAL
DISPUTES RESOLUTION**

15:01 Work Stoppages

The Employer agrees he will not cause or direct any lockout of his Employees and the Union agrees that there will be no strikes or other collective action which will stop or interfere with production or construction. It is agreed that there shall be no secondary boycotts.

15:02 Jurisdictional Disputes Resolution

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.

- 15:03 In the case of jurisdictional disputes, the signatory Employer, in order to ensure continuity in the work, shall have the right and responsibility to assign the work, according to his right as provided for.

ARTICLE 16:00 SUBCONTRACTORS

- 16:01 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. On Commercial and Institutional work, preference will be given to subcontractors who are subject to this Agreement.
-

ARTICLE 17:00 HEALTH AND WELFARE, PENSION AND TRAINING TRUST FUNDS

The Employer shall contribute to all fringe benefits and trust funds in accordance with the attached Appendices A through D 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.

17:01 **Health & Welfare**

Contingent upon the Funds being jointly trusteeed, the Employer shall contribute for each hour worked by each Employee the amount scheduled in accordance with the attached Appendices A through D and forming part of this Agreement, to the International Union of Operating Engineers , Local 870, Health and Welfare Plan.

Such contributions are to be remitted not later than the fifteenth (15) day of the following month. Such deductions are made to the International Union of Operating Engineers, Health & Welfare Fund; Box 1112; Saskatoon, Saskatchewan; S7K 3N2.

17:02 **Pension Plan**

Contingent upon the Funds being jointly trusteeed, the Employer shall contribute for each hour worked by each Employee the amount scheduled in accordance with the attached Appendices A through D and forming part of this Agreement, to the International Union of Operating Engineers , Local 870, to the Operating Engineers, Local 870, Pension Plan.

Such contributions are to be remitted not later than the fifteenth (15) day of the following month. Such deductions are made to the International Union of Operating Engineers, Pension Fund, Box 1112; Saskatoon, Saskatchewan; S7K 3N2.

17:03 Training Fund

Contingent upon the Funds being jointly trusteeed, the Employer shall contribute for each hour worked by each Employee the amount scheduled in accordance with the attached Appendices A through D and forming part of this Agreement, to the International Union of Operating Engineers , Local 870, to the Operating Engineers, Local 870, Training FundPension Plan.

Such contributions are to be remitted not later than the fifteenth (15) day of the following month. Such deductions are made to the International Union of Operating Engineers, Training Trust Fund, Box 1112; Saskatoon, Saskatchewan; S7K 3N2.

ARTICLE 18:00 FOREMEN, ETC.

18:01 Foreman will be Union members and they will be paid at twelve percent (12%) above the highest classification.

18:02 The Contractors agree to employ Apprentices and they will be indentured as per the Regulations as established by the Trade Advisory Board.

18:03 It is recognized that the moving (driving) and servicing of mobile equipment is the work of the Operating Engineers.

18:04 (a) 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.

(b) 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 seventy-five cents (\$0.75) per hour over the rate of the highest equipment classification he is expected to operate.

18:05 On job projects utilizing Heavy Equipment Mechanics, Operating Engineer Mechanics shall be utilized. The maximum ratio of Mechanics to Apprentices shall be one (1) to one (1).

18:06 The Operating Engineers shall have jurisdiction for servicing all power-driven machinery.

ARTICLE 19:00 BUILDING TRADES PER CAPITA

19:01 The Employer agrees to deduct from each Employee covered by the terms of the Agreement, five cents (\$0.05) per hour for each hour worked by the Employee. Such deductions to be remitted not later than the fifteenth (15) 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 & 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 20:00 CONTRACT ADMINISTRATION AND
INDUSTRY DEVELOPMENT FEES**

20:01 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.

20:02 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 \$0.21/hour

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

- 20:03 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.
- 20:04 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.
- 20:05 In the event of a failure on the part of any Employer to contribute the funds as required in this Article, the SPB & CTC, the Union or CLR may collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision in this Collective Agreement, by either the SPB & CTC, the Union or CLR in its own name against the subject Employer. Such a grievance may be referred by the SPB & CTC, the Union or CLR to arbitration without being processed through any intervening steps other than written notice of the grievance and the reference of the grievance to arbitration. The parties to the grievance for the purposes of appointment of the Arbitrator shall be the SPB & CTC, the Union or CLR and the subject Employer. The unsuccessful party shall pay the costs of the Arbitrator. The SPB & CTC, the Union or CLR may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

ARTICLE 21:00 DURATION OF AGREEMENT


The Agreement shall be effective from April 28, 2002 and shall remain in full force and effect until midnight, October 31, 2004, 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 negotiate a revision of the Agreement 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.

**Saskatchewan Provincial Operating Engineers Agreement
Commercial**


EACH OF THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT AND CAUSED IT TO BE SIGNED BY ITS DULY AUTHORIZED REPRESENTATIVE(S) THIS 28th day of April, 2002.

SIGNED ON BEHALF OF:

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




Ed Cowley
Business Manager



John Peterson
Business Representative

SIGNED ON BEHALF OF:

CLR CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF SASKATCHEWAN INC.



Gerald Giesbrecht
Trade Division Chairperson



S.D. Matthews
CLR President

APPENDIX "A"

COMMERCIAL A CONSTRUCTION

1. **Scope**

The provisions of this Appendix apply to any and all work performed by members of the International Union of Operation Engineers Local 870 when employed for Commercial Construction, defined as Commercial A.

2. **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.

CERTIFIED JOURNEYMAN

	April 28, 2002	May 4, 2003
Rate	26.25	26.93
Recognized Holiday Pay 4%	1.05	1.08
Vacation Pay 6%	1.64	1.68
Pension	4.50	4.75
Health & Welfare	1.30	1.35
Training Fund	0.35	0.40
Total Package	\$35.09	\$36.19

Crane Operator 12 ton capacity and over, Mechanics, Welders, Electrical Mechanic, Machinists, Bodymen, Tower Crane

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

For Conventional (Lattice Boom) Cranes over 125 tons refer to Master Format Agreement - Appendix B - Crane Rental - Part 1.

Saskatchewan Provincial Operating Engineers Agreement
Commercial
Appendix "A" - Commercial A

Group 1

	April 28, 2002	May 4, 2003
Rate	\$20.86	\$21.85
Recognized Holiday Pay 4%	0.84	0.87
Vacation Pay 6%	1.30	1.36
Pension	1.00	1.20
Health & Welfare	1.20	1.20
Training Fund	0.20	0.25
Total Package	\$25.40	\$26.73

Cranes under 12 tons, Mechanics, Welders, Electrical Mechanic, Machinists, Bodymen; Dozers D7 and over c/w attachments; Front End Loader - 3 ½ cu yd and over; Gradall; Hydro-Vac; Low Boy Operator (loads and unloads); Motor Grader Finisher; Motor Scrapers, Cat 651 or equivalent and over; Plant Operator - asphalt, concrete; Pump Operator - concrete; Rock Trucks; Shovel, Dragline; Survey Instrument Person; TracHoe/Excavator, 1 ½ cu yd (standard earth digging bucket) or rated over 30 tonnes; Trencher/Ditcher.

Group 2

	April 28, 2002	May 4, 2003
Rate	\$19.46	\$20.45
Recognized Holiday Pay 4%	0.78	0.82
Vacation Pay 6%	1.21	1.28
Pension	1.00	1.10
Health & Welfare	1.20	1.20
Training Fund	0.20	0.25
Total Package	\$23.85	\$25.10

Backhoe, hydraulic tractor mounted; Dozer D6 and under c/w attachments; Finishing Steel Roller - asphalt; Front End Loader, 1 cu yd to under 3 ½ cu yd; Grader; Motor Scraper, under Cat 651 or equivalent; Paver, asphalt or concrete; Planer - ½ lane and over; Plant Operator, gravel crushing, screening and washing, soil cement; Rakerman, finish; Screed - asphalt or concrete paving; Serviceman (fuel, oil, lube, fluids and filters); Slip Form Paver or Extruder; Steam Engineers - third class; Tire Mechanic; TracHoe/Excavator under 1 ½ cu yd (standard earth digging bucket) or rated under 30 tonnes; Welder, journeyman 2nd Class; Trucks, 5 or more axle units including semi-trailer dump.

Saskatchewan Provincial Operating Engineers Agreement
Commercial
Appendix "A" - Commercial A

Group 3

	April 28, 2002	May 4, 2003
Rate	\$17.70	\$18.75
Recognized Holiday Pay 4%	0.71	0.75
Vacation Pay 6%	1.10	1.17
Pension	1.00	1.10
Health & Welfare	1.20	1.20
Training Fund	0.20	0.25
Total Package	\$21.91	\$23.22

Bit Grinder; Bobcat or equivalent; Bus Driver (#1 license over 24 passenger bus); Compactor/Packer, self-propelled; Forklift; Front End Loader under 1 cu yd; Gravel and Chip Spreader; Mini Excavators; Planer, under ½ lane; Plant Assistant Operator, all plants; Soil Cement Travel Mixer; Spreader/Jersey Spreader or Equivalent; Steam Engineer 4th Class; Sweeper, self-propelled; Tire Serviceman; Truck, tandem and water truck; Zoom Boom.

Group 4

	April 28, 2002	May 4, 2003
Rate	\$16.01	\$17.05
Recognized Holiday Pay 4%	0.64	0.68
Vacation Pay 6%	1.00	1.06
Pension	1.00	1.10
Health & Welfare	1.20	1.20
Training Fund	0.20	0.25
Total Package	\$20.05	\$21.34

Compressor; Farm Tractor with attachments; Helper, for mechanic or serviceman; Helper, all plants; Oiler; Pumpman; Rodman; Signalman; Steel roller, base; Truck, single axle, utility.

NOTE: No current Employee shall suffer a reduction in his rate of wages as a result of any changes made by the implementation of these classification groupings or any part of this Agreement.

APPENDIX “B”

COMMERCIAL B CONSTRUCTION

1. **Scope**

Notwithstanding any other provisions of this Agreement, the provisions of this Appendix apply to any and all work performed by members of the International Union of Operation Engineers Local 870 when employed for Commercial/Institutional Construction, defined as Commercial B, which includes Residential Construction.

2. **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.

Group 1

	April 28, 2002	May 4, 2003
Rate	\$18.18	\$19.19
Recognized Holiday Pay 4%	0.73	0.77
Vacation Pay 6%	1.14	1.20
Pension	0.25	0.50
Health & Welfare	1.20	1.20
Training Fund	0.10	0.15
Total Package	\$21.60	\$23.01

Cranes under 12 tons, Mechanics, Welders, Electrical Mechanic, Machinists, Bodymen; Dozers D7 and over c/w attachments; Front End Loader - 3 ½ cu yd and over; Gradall; Hydro-Vac; Low Boy Operator (loads and unloads); Motor Grader Finisher; Motor Scrapers, Cat 651 or equivalent and over; Plant Operator - asphalt, concrete; Pump Operator - concrete; Rock Trucks; Shovel, Dragline; Survey Instrument Person; TracHoe/Excavator, 1 ½ cu yd (standard earth digging bucket) or rated over 30 tonnes; Trencher/Ditcher.

Saskatchewan Provincial Operating Engineers Agreement
Commercial
Appendix "B" - Commercial B

Group 2

	April 28, 2002	May 4, 2003
Rate	\$15.96	\$16.96
Recognized Holiday Pay 4%	0.64	0.68
Vacation Pay 6%	1.00	1.06
Pension	0.25	0.50
Health & Welfare	1.20	1.20
Training Fund	0.10	0.15
Total Package	\$19.15	\$20.55

Backhoe, hydraulic tractor mounted; Dozer D6 and under c/w attachments; Finishing Steel Roller - asphalt; Front End Loader, 1 cu yd to under 3 ½ cu yd; Grader; Motor Scraper, under Cat 651 or equivalent; Paver, asphalt or concrete; Planer - ½ lane and over; Plant Operator, gravel crushing, screening and washing, soil cement; Rakerman, finish; Screed - asphalt or concrete paving; Serviceman (fuel, oil, lube, fluids and filters); Slip Form Paver or Extruder; Steam Engineers - third class; Tire Mechanic; TracHoe/Excavator under 1 ½ cu yd (standard earth digging bucket) or rated under 30 tonnes; Welder, journeyman 2nd Class; Trucks, 5 or more axle units including semi-trailer dump.

Group 3

	April 28, 2002	May 4, 2003
Rate	\$14.82	\$15.82
Recognized Holiday Pay 4%	0.59	0.63
Vacation Pay 6%	0.93	0.99
Pension	0.25	0.50
Health & Welfare	1.20	1.20
Training Fund	0.10	0.15
Total Package	\$17.89	\$19.29

Bit Grinder; Bobcat or equivalent; Bus Driver (#1 license over 24 passenger bus); Compactor/Packer, self-propelled; Forklift; Front End Loader under 1 cu yd; Gravel and Chip Spreader; Mini Excavators; Planer, under ½ lane; Plant Assistant Operator, all plants; Soil Cement Travel Mixer; Spreader/Jersey Spreader or Equivalent; Steam Engineer 4th Class; Sweeper, self-propelled; Tire Serviceman; Truck, tandem and water truck; Zoom Boom.

Saskatchewan Provincial Operating Engineers Agreement
Commercial
Appendix "B" - Commercial B

Group 4

	April 28, 2002	May 4, 2003
Rate	\$13.68	\$14.67
Recognized Holiday Pay 4%	0.55	0.59
Vacation Pay 6%	0.85	0.92
Pension	0.25	0.50
Health & Welfare	1.20	1.20
Training Fund	0.10	0.15
Total Package	\$16.63	\$18.03

Compressor; Farm Tractor with attachments; Helper, for mechanic or serviceman; Helper, all plants; Oiler; Pumpman; Rodman; Signalman; Steel roller, base; Truck, single axle, utility.

NOTE: No current Employee shall suffer a reduction in his rate of wages as a result of any changes made by the implementation of these classification groupings or any part of this Agreement.

APPENDIX "C"

SHOP BASED OPERATORS

1. **Scope**

Notwithstanding any other provisions of this Agreement, the provisions of this Appendix apply to any and all work performed by Members of the International Union of Operating Engineers Local 870 when employed by Commercial/Institutional Construction, defined as Commercial A or B, which includes Residential Construction.

2. **Classification and Wages**

CERTIFIED JOURNEYMEN

	April 28, 2002	May 4, 2003
Rate	\$20.03	\$21.11
Recognized Holiday Pay 4%	0.80	0.84
Vacation Pay 6%	1.25	1.32
Pension	0.25	0.50
Health & Welfare	1.20	1.20
Training Fund	0.10	0.15
Total Package	\$23.63	\$25.12

Bodymen, Machinists; Heavy Equipment Mechanics, Mechanics (electrical) and Welders.

Saskatchewan Provincial Operating Engineers Agreement
Commercial
Appendix "C" - Shop Based Operators

Group 1

	April 28, 2002	May 4, 2003
Rate	\$18.16	\$19.25
Recognized Holiday Pay 4%	0.73	0.77
Vacation Pay 6%	1.13	1.20
Pension	0.25	0.50
Health & Welfare	1.20	1.20
Training Fund	0.10	0.15
Total Package	\$21.57	\$23.07

Bodymen, Machinists; Heavy Equipment Mechanics, Mechanics (electrical) and Welders.

NOTE: No current Employee shall suffer a reduction in his rate of wages as a result of any changes made by the implementation of these classification groupings or any part of this Agreement.



APPENDIX “D”

HIGHWAY AND ROAD CONSTRUCTION

LETTER OF UNDERSTANDING

FOR COMMERCIAL 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: Rented Tandem or Semi-Trailer Type Trucks (excluding Rock Trucks)

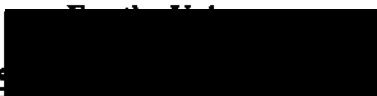

It is hereby recognized by the Union that the Employers may, from time to time, require additional Tandem or Semi-Trailer type gravel trucks to complete the required complement to suit the needs of certain projects. It is therefore agreed the Employer can engage rented Tandem or Semi-trailer type gravel 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 rented trucks and the approximate duration, prior to their engagement.
- (c) The Employer pays to the Union permit fees for each rented truck engaged for a project, as follows:

Fifteen dollars (\$15.00) per day to a maximum of fifty five dollars (\$55.00) per week for which it is engaged, plus the supplementary Union dues in Article 4:04 (\$0.25), the Building Trades Per Capita in Article 20:00 (\$0.05) and the Contract Administration & Industry Development Fees in Article 21:00 (\$0.21) for all hours worked.

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 21:00 of the Provincial Operating Engineers' Commercial Agreement for the Province of Saskatchewan.

Signed this 28th day of April, 2002.

For the Employer



LETTER OF UNDERSTANDING
FOR COMMERCIAL 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: Transfer to Industrial Agreement

Employers covered by this agreement have the right to transfer their Core Crew to work under the Master Format Agreement for industrial work.



Core Crew is defined as up to fifty percent (50%) of a maximum of six (6) regular unionized employees of the Employer, and one (1) in every four (4) unionized employees required thereafter.

Regular employees are those union members who have worked for the employer within the previous six (6) months.

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 21:00 of the Provincial Operating Engineers' Commercial Agreement for the Province of Saskatchewan.

Signed this 28th day of April, 2002.

For the Union

For the Employer

