

SASKATCHEWAN PROVINCIAL OPERATING ENGINEERS' AGREEMENT

(For Industrial Construction in the Province of Saskatchewan)

THIS AGREEMENT ENTERED INTO BETWEEN:

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

(Hereinafter Referred to as the "EMPLOYER")

- AND -

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

(Hereinafter Referred to as the "UNION")

**Effective April 9, 2023
Expires April 30, 2028**

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 kilometer by road (not radius).
LOCAL RESIDENT	- a local resident is a local member who has resided within eighty (80) kilometers 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 they permanently maintain a self-contained domestic establishment (a dwelling place, apartment, or similar

place of residence where a person generally sleeps and eats) in which they reside.

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 Notice of Assessment
- Property Tax Assessment
- Employment Insurance
- Utilities Receipt
- Driver's License
- Letter from First Nation Administration

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 - Trade

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

1:04 SCOPE - Agreement

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of this Agreement is in conflict with the laws or regulations of Canada or Saskatchewan, such provision shall be superseded by such law or regulation.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

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

ARTICLE 2:00 SPECIAL PROJECTS

- 2:01 The parties hereto express their intent to consider amending certain provisions of this Collective Agreement, by way of an appendix, where this action appears necessary and appropriate for certain projects. The provisions must be mutually agreed upon by the parties hereto.

ARTICLE 3:00 UNION RECOGNITION, SUB-CONTRACTING, OWNER-OPERATORS

Union Recognition

- 3:01 The Employer recognizes the Union as the sole collective bargaining agent for all Employees falling within the jurisdiction of the Union and Decisions and Agreements of Record of the AFL-CIO and the Canadian Jurisdictional Assignment Plan.

3:02 Sub-Contracting

The Employer agrees that any on-site work sublet to a subcontractor by the Employer shall be performed under the terms and conditions of this Agreement. This clause is not applicable to any Employer having a separate agreement with Local Union #870.

3:03 Owner-Operators

- a) Owner-operated and crewed rented equipment shall in no way be used to circumvent the intentions and provisions of this Agreement. Owner-operated and crewed rented equipment shall pay permit fees of one hundred dollars (\$100) 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 they have been engaged and work beyond three (3) calendar days, they shall thereafter become Employees 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) All the Employees who are now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment, and every new Employee whose employment commences hereafter shall, within thirty (30) days after the commencement of their employment, apply for and maintain their membership in the Union, and maintain their membership as a condition of their employment, provided that any Employee in an appropriate bargaining unit who is not required to maintain their membership or apply and maintain their membership in the Union shall, as a condition of their 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 thirty (30) 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 workers, 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 workers supplied by the Union, and to reject or discharge any such workers 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 forepersons. Forepersons anytime as long as paid foreperson 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 **Foreperson**

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

Forepersons and General Forepersons 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 foreperson designated who shall receive eight percent (8%) per hour above their classification or the highest classification under the supervision, whichever is greater. Forepersons certified in the CODC Better SuperVision course or equivalent shall be paid two dollars (\$2.00) above the foreperson rate.
- b) When twelve (12) or more Operating Engineers are employed by the Employer (number shall include owner-operated or manned rented equipment) on a project, an Operating Engineer Foreperson, who shall replace the foreperson mentioned in subsection (a) above, shall be employed at no less than fourteen percent (14%) per hour above their classification or the highest classification under the supervision, whichever is greater. Forepersons certified in the CODC Better SuperVision course or equivalent shall be paid two dollars (\$2.00) above the foreperson rate.
- c) General Forepersons shall be members of Local 870 and shall be employed at not less than eighteen percent (18%) per hour in addition to the rate specified for Forepersons in (b) above.
- d) Forepersons, so designated, will be capable of performing all tasks and duties over which they have jurisdiction.
- e) Forepersons may only operate equipment in cases of emergency or to replace the regular workers who may be absent because of illness, but they shall not operate equipment in excess of forty-eight (48) hours except as in (b).
- f) Operating Engineer Employees will be required to accept orders only from Operating Engineer Forepersons 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 tradespeople, 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 workers as a whole and they shall not be discriminated against for expressing the wish of the workers. 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 **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 their 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 Employee Termination Record, in the form of Appendix "A-b", which includes the hours worked by the Employees 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 Employees to finalize their 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 workers 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 Foreperson 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 their complaint with their Steward and the Foreperson 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 (Industrial Only)

11:01 The Employer will hold a pre-job conference and equipment mark-up attended by all interested Unions and will provide an overall description of the project, projected worker 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 them 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 their representative. Any deviation on large industrial sites shall be agreed to at the pre-job conference.

b) Four Day Work Week Schedule

The Employer may use a schedule of four (4) shifts of ten (10) hours either Monday to Thursday or Tuesday to Friday inclusive. Those Employees working a compressed work week of Monday to Thursday or Tuesday to Friday who are entitled to board expenses or subsistence shall be paid five (5) days subsistence.

The regular hours of work shall be classed as straight time and shall normally be performed between 6:00 a.m. and 6:00 p.m.

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 Employees work excessive overtime and a rest break of at least eight (8) hours do not occur before they report for the next regular shift, all hours worked thereafter shall be paid at the applicable overtime rate until an eight (8) hour rest break occurs.

a) Five Day Work Week Schedule

When working under the five (5) day work week schedule, Employees shall receive one and one-half (1.5x) times their regular rate of pay for the first two (2) hours of overtime Monday through Friday. All other overtime Monday through Friday shall be paid at double time (2x).

b) Four Day Work Week Schedule

- i. When working under the four (4) day work week schedule, Employees shall be paid at double time (2x) the regular hourly rate for all hours worked in excess of the regular ten (10) hours per day Monday through Thursday or Tuesday through Friday.

- ii. Hours worked on Fridays (on a Monday to Thursday schedule and other than as a make-up day) or Monday (on a Tuesday to Friday schedule) shall be paid at one and one-half (1.5x) times the Employees' regular rate of pay for the first ten (10) hours. All other hours worked on Fridays (or Mondays) shall be paid at double time rate. Time worked on Fridays (or Mondays) shall be considered voluntary. The Employer must advise each Employee in advance the minimum number of hours to be worked or paid for on Fridays or Mondays.
- iii. When working under the four (4) day Monday through Thursday 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 double time (2x) rates shall apply. In no case shall the time scheduled on a make-up day be less than eight (8) hours. Time worked on make-up days shall be on a voluntary basis. Make-up days are not available for the Tuesday to Friday work schedule.

c) Saturdays, Sundays and Holidays

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

12:03 Show Up Time

- a) When an Employee reports for work but is not placed to work or is unable to continue to work because of inclement weather or any other reason beyond the control of the Employer, the following shall apply:
 - i. If the Employees are not placed to work, and do not remain on the job, they 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, they 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 Employees work in a higher hourly wage classification, they shall be paid the higher rate for the entire half of the shift in which they work at the higher classification. At no time will the Employees be required to work in a lesser wage classification than that for which they were dispatched unless they agree 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 on their next regular pay day 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 the 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 them 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 Employees for waiting time in the amount of eight (8) hours per day at their 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 their 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 trustee, 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 in Article 21:00 along with the CODC Employer Report Form and monthly employee data to CODC by the 15th of the month following the month in which the hours were worked. This will also facilitate the confidential determination of eligibility by the EFAP provider for the CODC PRO Care Plan.

- ii. The data is to be submitted in the following way:

- entering the data manually on the secure CODC CONx website at <https://www.codcconx.com>

OR

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

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 provisions of the Saskatchewan Employment Act*, 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 workers.
- 15:07 Original requests for workers 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 their supervisor. The Employer shall provide locked facilities for the storage of Employer's tools.
- 16:02 When the mechanics, as a condition of their employment, are required to carry a full complement of tools, they 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 and Safety provisions of the Saskatchewan Employment 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 they were 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 by Local 870 members.

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 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.
- b) Local residents living beyond thirty (30) kilometers of the project shall be paid the maximum CRA vehicle allowance rate per kilometer, 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 kilometers around the project site shall comprise a Free Zone.

18:03 Daily Transportation

When the Employees are required to supply their own transportation beyond the City Limits of Regina or Saskatoon, each Employee shall be paid a transportation expense of the maximum CRA vehicle allowance rate per road kilometer. 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 their 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 kilometers Free Zone around the project, the Employer shall provide transportation or each Employee shall be paid the maximum CRA vehicle allowance rate per road kilometer, when supplying their own transportation, from the temporary domicile to the boundary of the project thirty (30) road kilometer Free Zone and return daily.

When an Employer is providing transportation, each Employee shall be paid an allowance equal to their 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 kilometer 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 the maximum CRA vehicle allowance rate per road kilometer, 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 their 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 kilometer 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 kilometers or more from the Regina or Saskatoon dispatch point, each Employee shall receive round trip transportation expenses at the rate of the maximum CRA vehicle allowance rate per road kilometer, every thirty (30) calendar days, including the first thirty (30) calendar days. The thirty (30) road kilometer 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 kilometers 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 kilometers 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 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.
- d) Where the work schedule is 6 days per week, subsistence allowance shall be paid for the 7th day, provided the Employee works all of the available scheduled hours on the work day immediately preceding and the work day immediately following the 7th day. Proof of appropriate receipt shall be provided by the employee upon request of the employer.

19:04 **Subsistence Allowance**

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

The current rates as established by the attached Letter of Understanding established by the provincial quadrant system.

- b) An Employee shall forfeit subsistence allowance for absenteeism or leaving work without written permission on any working day. When the Employees are absent or leaves work without written permission on the working day immediately preceding or following bad weather days or recognized holidays, they 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 1-1334 Wallace Street, Regina, SK, S4N 3Z4. 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:

CLR	\$0.10/hour	(Plus GST)
CODC Fund	<u>\$0.06</u> /hour	(Plus GST)
TOTAL	<u>\$0.16</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 April 09, 2023 and shall remain in full force and effect until midnight, April 30, 2028, and thereafter from year to year provided that at any time not more than one hundred and twenty (120) days and not less than sixty (60) 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 20th day of April, 2023.

SIGNED ON BEHALF OF:

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

[Original Signature on File.]

[Original Signature on File.]

Cory Cowley
Business Manager

Daryl Wilcox
Business Agent

SIGNED ON BEHALF OF:

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

[Original Signature on File.]

[Original Signature on File.]

Gerald Giesbrecht
Trade Division Chairperson

Warren Douglas
CLR Executive Director

APPENDIX "A" Industrial

1. Classification and Wage Rates

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

Classification

GROUP 1

	April 9, 2023	April 28, 2024	April 27, 2025	May 3, 2026	May 2, 2027
Hourly Wage Rate	\$ 44.13	\$ 46.02	\$ 47.41	\$ 48.46	\$ 49.46
Statutory Holiday Pay 4.5%	\$ 1.99	\$ 2.07	\$ 2.13	\$ 2.18	\$ 2.23
Vacation Pay 6%	\$ 2.77	\$ 2.89	\$ 2.98	\$ 3.04	\$ 3.10
Health & Welfare	\$ 2.20	\$ 2.25	\$ 2.30	\$ 2.35	\$ 2.40
Pension	\$ 9.14	\$ 9.14	\$ 9.14	\$ 9.14	\$ 9.14
Train Fund	\$ 0.95	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
Organizing Funds	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
Total Package	\$ 61.28	\$ 63.57	\$ 65.16	\$ 66.37	\$ 67.53

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

Effective April 9, 2023 to April 27, 2024

Classification	Hourly Wage Rate	Statutory Holiday Pay 4.5%	Vacation Pay 6%	Health & Welfare	Pension	Train Fund	Organizing Funds	Total Package
Crane Operators Conventional (Lattice Boom)								
0-125 Tons	\$ 46.96	\$ 2.11	\$ 2.94	\$ 2.20	\$ 9.14	\$ 0.95	\$ 0.10	\$ 64.38
+125 to under 225 Tons	\$ 49.44	\$ 2.22	\$ 3.10	\$ 2.20	\$ 9.14	\$ 0.95	\$ 0.10	\$ 67.15
225 Tons	\$ 52.33	\$ 2.35	\$ 3.29	\$ 2.20	\$ 9.14	\$ 0.95	\$ 0.10	\$ 70.36
Over 225 Tons with attachment & Tower Crane	\$ 53.81	\$ 2.42	\$ 3.38	\$ 2.20	\$ 9.14	\$ 0.95	\$ 0.10	\$ 72.00
Hydraulic Cranes								
<=25 Tons	\$ 43.59	\$ 1.96	\$ 2.74	\$ 2.20	\$ 9.14	\$ 0.95	\$ 0.10	\$ 60.68
26-64 Tons	\$ 43.76	\$ 1.97	\$ 2.74	\$ 2.20	\$ 9.14	\$ 0.95	\$ 0.10	\$ 60.86
65-115 Tons	\$ 44.10	\$ 1.98	\$ 2.77	\$ 2.20	\$ 9.14	\$ 0.95	\$ 0.10	\$ 61.24
116-400 Tons	\$ 45.69	\$ 2.06	\$ 2.86	\$ 2.20	\$ 9.14	\$ 0.95	\$ 0.10	\$ 63.00
401-600 Tons	\$ 46.82	\$ 2.11	\$ 2.93	\$ 2.20	\$ 9.14	\$ 0.95	\$ 0.10	\$ 64.25
601 Tons and over	\$ 46.88	\$ 2.11	\$ 2.94	\$ 2.20	\$ 9.14	\$ 0.95	\$ 0.10	\$ 64.32

Effective April 28, 2024 to April 26, 2025

Classification	Hourly Wage Rate	Statutory Holiday Pay 4.5%	Vacation Pay 6%	Health & Welfare	Pension	Train Fund	Organizing Funds	Total Package
Crane Operators Conventional (Lattice Boom)								
0-125 Tons	\$ 48.92	\$ 2.20	\$ 3.07	\$ 2.25	\$ 9.14	\$ 1.10	\$ 0.10	\$ 66.78
+125 to under 225 Tons	\$ 51.51	\$ 2.32	\$ 3.23	\$ 2.25	\$ 9.14	\$ 1.10	\$ 0.10	\$ 69.65
225 Tons	\$ 54.51	\$ 2.45	\$ 3.42	\$ 2.25	\$ 9.14	\$ 1.10	\$ 0.10	\$ 72.97
Over 225 Tons with attachment & Tower Crane	\$ 56.04	\$ 2.52	\$ 3.52	\$ 2.25	\$ 9.14	\$ 1.10	\$ 0.10	\$ 74.67
Hydraulic Cranes								
<=25 Tons	\$ 45.46	\$ 2.05	\$ 2.85	\$ 2.25	\$ 9.14	\$ 1.10	\$ 0.10	\$ 62.95
26-64 Tons	\$ 45.64	\$ 2.05	\$ 2.86	\$ 2.25	\$ 9.14	\$ 1.10	\$ 0.10	\$ 63.14

65-115 Tons	\$ 45.99	\$ 2.07	\$ 2.88	\$ 2.25	\$ 9.14	\$ 1.10	\$ 0.10	\$ 63.53
116-400 Tons	\$ 47.64	\$ 2.14	\$ 2.99	\$ 2.25	\$ 9.14	\$ 1.10	\$ 0.10	\$ 65.36
401-600 Tons	\$ 48.80	\$ 2.20	\$ 3.06	\$ 2.25	\$ 9.14	\$ 1.10	\$ 0.10	\$ 66.65
601 Tons and over	\$ 48.87	\$ 2.20	\$ 3.06	\$ 2.25	\$ 9.14	\$ 1.10	\$ 0.10	\$ 66.72

Effective April 27, 2025 to May 2, 2026

Classification	Hourly Wage Rate	Statutory Holiday Pay 4.5%	Vacation Pay 6%	Health & Welfare	Pension	Train Fund	Organizing Funds	Total Package
<i>Crane Operators Conventional (Lattice Boom)</i>								
0-125 Tons	\$ 50.38	\$ 2.27	\$ 3.16	\$ 2.30	\$ 9.14	\$ 1.10	\$ 0.10	\$ 68.45
+125 to under 225 Tons	\$ 53.04	\$ 2.39	\$ 3.32	\$ 2.30	\$ 9.14	\$ 1.10	\$ 0.10	\$ 71.39
225 Tons	\$ 56.11	\$ 2.52	\$ 3.52	\$ 2.30	\$ 9.14	\$ 1.10	\$ 0.10	\$ 74.79
Over 225 Tons with attachment & Tower Crane	\$ 57.69	\$ 2.60	\$ 3.61	\$ 2.30	\$ 9.14	\$ 1.10	\$ 0.10	\$ 76.54
<i>Hydraulic Cranes</i>								
<=25 Tons	\$ 46.84	\$ 2.11	\$ 2.93	\$ 2.30	\$ 9.14	\$ 1.10	\$ 0.10	\$ 64.52
26-64 Tons	\$ 47.02	\$ 2.12	\$ 2.94	\$ 2.30	\$ 9.14	\$ 1.10	\$ 0.10	\$ 64.72
65-115 Tons	\$ 47.38	\$ 2.13	\$ 2.97	\$ 2.30	\$ 9.14	\$ 1.10	\$ 0.10	\$ 65.12
116-400 Tons	\$ 49.07	\$ 2.21	\$ 3.07	\$ 2.30	\$ 9.14	\$ 1.10	\$ 0.10	\$ 66.99
401-600 Tons	\$ 50.27	\$ 2.26	\$ 3.15	\$ 2.30	\$ 9.14	\$ 1.10	\$ 0.10	\$ 68.32
601 Tons and over	\$ 50.33	\$ 2.26	\$ 3.16	\$ 2.30	\$ 9.14	\$ 1.10	\$ 0.10	\$ 68.39

Effective May 3, 2026 to May 1, 2027

Classification	Hourly Wage Rate	Statutory Holiday Pay 4.5%	Vacation Pay 6%	Health & Welfare	Pension	Train Fund	Organizing Funds	Total Package
<i>Crane Operators Conventional (Lattice Boom)</i>								
0-125 Tons	\$ 51.49	\$ 2.32	\$ 3.22	\$ 2.35	\$ 9.14	\$ 1.10	\$ 0.10	\$ 69.72
+125 to under 225 Tons	\$ 54.18	\$ 2.44	\$ 3.40	\$ 2.35	\$ 9.14	\$ 1.10	\$ 0.10	\$ 72.71
225 Tons	\$ 57.31	\$ 2.58	\$ 3.59	\$ 2.35	\$ 9.14	\$ 1.10	\$ 0.10	\$ 76.17

**Saskatchewan Provincial Operating Engineers' Agreement
Appendix A**

Industrial 2023 - 2028

Over 225 Tons with attachment & Tower Crane	\$ 58.92	\$ 2.65	\$ 3.70	\$ 2.35	\$ 9.14	\$ 1.10	\$ 0.10	\$ 77.96
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Hydraulic Cranes

<=25 Tons	\$ 47.86	\$ 2.15	\$ 3.01	\$ 2.35	\$ 9.14	\$ 1.10	\$ 0.10	\$ 65.71
26-64 Tons	\$ 48.05	\$ 2.16	\$ 3.02	\$ 2.35	\$ 9.14	\$ 1.10	\$ 0.10	\$ 65.92
65-115 Tons	\$ 48.42	\$ 2.18	\$ 3.03	\$ 2.35	\$ 9.14	\$ 1.10	\$ 0.10	\$ 66.32
116-400 Tons	\$ 50.14	\$ 2.26	\$ 3.14	\$ 2.35	\$ 9.14	\$ 1.10	\$ 0.10	\$ 68.23
401-600 Tons	\$ 51.36	\$ 2.31	\$ 3.22	\$ 2.35	\$ 9.14	\$ 1.10	\$ 0.10	\$ 69.58
601 Tons and over	\$ 51.43	\$ 2.31	\$ 3.23	\$ 2.35	\$ 9.14	\$ 1.10	\$ 0.10	\$ 69.66

Effective May 2, 2027 to April 30, 2028

Classification	Hourly Wage Rate	Statutory Holiday Pay 4.5%	Vacation Pay 6%	Health & Welfare	Pension	Train Fund	Organizing Funds	Total Package
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Crane Operators Conventional (Lattice Boom)

0-125 Tons	\$ 52.54	\$ 2.36	\$ 3.30	\$ 2.40	\$ 9.14	\$ 1.10	\$ 0.10	\$ 70.94
+125 to under 225 Tons	\$ 55.29	\$ 2.49	\$ 3.46	\$ 2.40	\$ 9.14	\$ 1.10	\$ 0.10	\$ 73.98
225 Tons	\$ 58.46	\$ 2.63	\$ 3.67	\$ 2.40	\$ 9.14	\$ 1.10	\$ 0.10	\$ 77.50
Over 225 Tons with attachment & Tower Crane	\$ 60.11	\$ 2.70	\$ 3.77	\$ 2.40	\$ 9.14	\$ 1.10	\$ 0.10	\$ 79.32

Hydraulic Cranes

<=25 Tons	\$ 48.86	\$ 2.20	\$ 3.06	\$ 2.40	\$ 9.14	\$ 1.10	\$ 0.10	\$ 66.86
26-64 Tons	\$ 49.05	\$ 2.21	\$ 3.07	\$ 2.40	\$ 9.14	\$ 1.10	\$ 0.10	\$ 67.07
65-115 Tons	\$ 49.42	\$ 2.22	\$ 3.10	\$ 2.40	\$ 9.14	\$ 1.10	\$ 0.10	\$ 67.48
116-400 Tons	\$ 51.17	\$ 2.30	\$ 3.21	\$ 2.40	\$ 9.14	\$ 1.10	\$ 0.10	\$ 69.42
401-600 Tons	\$ 52.41	\$ 2.36	\$ 3.29	\$ 2.40	\$ 9.14	\$ 1.10	\$ 0.10	\$ 70.80
601 Tons and over	\$ 52.49	\$ 2.36	\$ 3.29	\$ 2.40	\$ 9.14	\$ 1.10	\$ 0.10	\$ 70.88

Classification

GROUP 2

	April 9, 2023	April 28, 2024	April 27, 2025	May 3, 2026	May 2, 2027
Hourly Wage Rate	\$ 42.19	\$ 44.01	\$ 45.35	\$ 46.35	\$ 47.31
Statutory Holiday Pay 4.5%	\$ 1.90	\$ 1.98	\$ 2.04	\$ 2.09	\$ 2.13
Vacation Pay 6%	\$ 2.64	\$ 2.76	\$ 2.84	\$ 2.90	\$ 2.97
Health & Welfare	\$ 2.20	\$ 2.25	\$ 2.30	\$ 2.35	\$ 2.40
Pension	\$ 9.14	\$ 9.14	\$ 9.14	\$ 9.14	\$ 9.14
Train Fund	\$ 0.95	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
Organizing Funds	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
Total Package	\$ 59.12	\$ 61.34	\$ 62.87	\$ 64.03	\$ 65.15

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

Classification

GROUP 3

	April 9, 2023	April 28, 2024	April 27, 2025	May 3, 2026	May 2, 2027
Hourly Wage Rate	\$ 41.28	\$ 43.07	\$ 44.39	\$ 45.37	\$ 46.32
Statutory Holiday Pay 4.5%	\$ 1.86	\$ 1.94	\$ 2.00	\$ 2.04	\$ 2.08
Vacation Pay 6%	\$ 2.59	\$ 2.70	\$ 2.78	\$ 2.85	\$ 2.91
Health & Welfare	\$ 2.20	\$ 2.25	\$ 2.30	\$ 2.35	\$ 2.40
Pension	\$ 9.14	\$ 9.14	\$ 9.14	\$ 9.14	\$ 9.14
Train Fund	\$ 0.95	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
Organizing Funds	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10

Total Package	\$ 58.12	\$ 60.30	\$ 61.81	\$ 62.95	\$ 64.05
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Dragline, hoe, clam, shovel, up to and including ½ cu. yd; crawler tractor with attachments such as dozer, scraper over 75 b.h.p.; front-end and overhead loader, 1 cu. yd. capacity and over; tractor mounted hydraulic backhoe; concrete mixer 1 cu. yd. and over; batch plant operator; A-frame, lowboy; service truck; lubricator; Trucks with Air Brakes; warehouse person.

Classification

GROUP 4

	April 9, 2023	April 28, 2024	April 27, 2025	May 3, 2026	May 2, 2027
Hourly Wage Rate	\$ 39.41	\$ 41.13	\$ 42.39	\$ 43.34	\$ 44.25
Statutory Holiday Pay 4.5%	\$ 1.77	\$ 1.85	\$ 1.91	\$ 1.95	\$ 1.99
Vacation Pay 6%	\$ 2.47	\$ 2.58	\$ 2.66	\$ 2.72	\$ 2.78
Health & Welfare	\$ 2.20	\$ 2.25	\$ 2.30	\$ 2.35	\$ 2.40
Pension	\$ 9.14	\$ 9.14	\$ 9.14	\$ 9.14	\$ 9.14
Train Fund	\$ 0.95	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
Organizing Funds	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
Total Package	\$ 56.04	\$ 58.15	\$ 59.60	\$ 60.70	\$ 61.76

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

Classification

GROUP 5

	April 9, 2023	April 28, 2024	April 27, 2025	May 3, 2026	May 2, 2027
Hourly Wage Rate	\$ 38.99	\$ 40.71	\$ 41.96	\$ 42.90	\$ 43.80
Statutory Holiday Pay 4.5%	\$ 1.75	\$ 1.83	\$ 1.89	\$ 1.93	\$ 1.97
Vacation Pay 6%	\$ 2.45	\$ 2.55	\$ 2.63	\$ 2.69	\$ 2.75
Health & Welfare	\$ 2.20	\$ 2.25	\$ 2.30	\$ 2.35	\$ 2.40

Pension	\$ 9.14	\$ 9.14	\$ 9.14	\$ 9.14	\$ 9.14
Train Fund	\$ 0.95	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
Organizing Funds	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
Total Package	\$ 55.58	\$ 57.68	\$ 59.12	\$ 60.21	\$ 61.26

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

Classification

GROUP 6 STEAM ENGINEERS

Effective April 9, 2023 to April 27, 2024

Classification	Hourly Wage Rate	Statutory Holiday Pay 4.5%	Vacation Pay 6%	Health & Welfare	Pension	Train Fund	Organizing Funds	Total Package
Chief	\$ 42.18	\$ 1.90	\$ 2.64	\$ 2.20	\$ 9.14	\$ 0.95	\$ 0.10	\$ 59.11
Shift worker with Papers	\$ 40.76	\$ 1.83	\$ 2.56	\$ 2.20	\$ 9.14	\$ 0.95	\$ 0.10	\$ 57.54
Workers with Firing Papers	\$ 39.80	\$ 1.79	\$ 2.50	\$ 2.20	\$ 9.14	\$ 0.95	\$ 0.10	\$ 56.48

Effective April 28, 2024 to April 26, 2025

Classification	Hourly Wage Rate	Statutory Holiday Pay 4.5%	Vacation Pay 6%	Health & Welfare	Pension	Train Fund	Organizing Funds	Total Package
Chief	\$ 44.00	\$ 1.98	\$ 2.76	\$ 2.25	\$ 9.14	\$ 1.10	\$ 0.10	\$ 61.33
Shift worker with Papers	\$ 42.53	\$ 1.91	\$ 2.67	\$ 2.25	\$ 9.14	\$ 1.10	\$ 0.10	\$ 59.70
Workers with Firing Papers	\$ 41.55	\$ 1.87	\$ 2.60	\$ 2.25	\$ 9.14	\$ 1.10	\$ 0.10	\$ 58.61

Effective April 27, 2025 to May 2, 2026

Classification	Hourly Wage Rate	Statutory Holiday Pay 4.5%	Vacation Pay 6%	Health & Welfare	Pension	Train Fund	Organizing Funds	Total Package
Chief	\$ 45.34	\$ 2.04	\$ 2.84	\$ 2.30	\$ 9.14	\$ 1.10	\$ 0.10	\$ 62.86
Shift worker with Papers	\$ 43.83	\$ 1.97	\$ 2.75	\$ 2.30	\$ 9.14	\$ 1.10	\$ 0.10	\$ 61.19
Workers with Firing Papers	\$ 42.83	\$ 1.93	\$ 2.68	\$ 2.30	\$ 9.14	\$ 1.10	\$ 0.10	\$ 60.08

Effective May 3, 2026 to May 1, 2027

Classification	Hourly Wage Rate	Statutory Holiday Pay 4.5%	Vacation Pay 6%	Health & Welfare	Pension	Train Fund	Organizing Funds	Total Package
Chief	\$ 46.34	\$ 2.09	\$ 2.90	\$ 2.35	\$ 9.14	\$ 1.10	\$ 0.10	\$ 64.02
Shift worker with Papers	\$ 44.80	\$ 2.02	\$ 2.81	\$ 2.35	\$ 9.14	\$ 1.10	\$ 0.10	\$ 62.32
Workers with Firing Papers	\$ 43.78	\$ 1.97	\$ 2.75	\$ 2.35	\$ 9.14	\$ 1.10	\$ 0.10	\$ 61.19

Effective May 2, 2027 to April 30, 2028

Classification	Hourly Wage Rate	Statutory Holiday Pay 4.5%	Vacation Pay 6%	Health & Welfare	Pension	Train Fund	Organizing Funds	Total Package
Chief	\$ 47.31	\$ 2.13	\$ 2.96	\$ 2.40	\$ 9.14	\$ 1.10	\$ 0.10	\$ 65.14
Shift worker with Papers	\$ 45.74	\$ 2.06	\$ 2.87	\$ 2.40	\$ 9.14	\$ 1.10	\$ 0.10	\$ 63.41
Workers with Firing Papers	\$ 44.71	\$ 2.01	\$ 2.80	\$ 2.40	\$ 9.14	\$ 1.10	\$ 0.10	\$ 62.26

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 Journeypersons 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	65% of rate
2nd Year	0 - 750 hours	70% of rate
	750 - 1500 hours	80% of rate
3rd Year	0 - 750 hours	90% of rate
	750 - 1500 hours	95% of rate

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

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

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

c) Crane Operator Apprentices

Conventional Crane Apprentice Operators

The rates of pay for Conventional (Lattice Boom) Crane Indentured Apprentice Operators shall be based on the percentage of the 25 - 64 Ton Hydraulic Crane Operator rate as follows:

1st Year	0 - 1800 hours	60% of rate
2nd Year	1801 - 2700 hours	65% of rate
	2701 - 3600 hours	75% of rate
3rd Year	3601 - 4500 hours	80% of rate
	4501 - 5400 hours	90% of rate

Hydraulic Crane Apprentice Operators

The rates of pay for Hydraulic Crane Indentured Apprentice Operators shall be based on the percentage of the 25 - 64 Ton Hydraulic Crane Operator rate as follows:

1st Year	0 - 1800 hours	60% of rate
2nd Year	1801 - 2700 hours	65% of rate

2701 - 3600 hours 75% of rate

3rd Year 3601 - 5400 hours 90% 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, c/o Coughlin & Associates Ltd, P.O. Box 764, Winnipeg, MB, R3C 2L4.

9. Pension Trust Fund

Each Employer subject hereto shall contribute the amount established in the respective wage schedule for each and every hour earned by an Employee covered by this Agreement to the International Union of Operating Engineers Local 870 Pension Trust Fund, c/o Coughlin & Associates Ltd, P.O. Box 764, Winnipeg, MB, R3C 2L4.

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, c/o Coughlin & Associates Ltd, P.O. Box 764, Winnipeg, MB, R3C 2L4.

Five cents (\$0.05) per hour of the Training Trust Fund contribution shall be allocated to the IUOE National Training Fund. The Trustees shall submit these remittances directly. The contributions should be made in a single remittance.

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-a" - EMPLOYEE SIGN-ON FORM

Name: _____
(First Name) (Initial) (Last Name)

Street Address: _____

Apt. No.: _____ P.O. Box: _____

City/Town: _____ Province: _____

Postal Code: _____

Home Phone: (____) _____ Other Phone: (____) _____

S.I.N.: _____ Hospitalization No. _____

Net Tax Claim Code: _____

Trade: _____ Classification: _____

EMERGENCY CONTACT INFORMATION:

Name: _____

Address: _____

Home Phone: (____) _____ Other Phone: (____) _____

Employee Signature _____ Date _____

APPENDIX "A-b" - EMPLOYEE TERMINATION RECORD

NAME _____ DATE _____

ADDRESS _____ PROJECT _____

CITY/PROV _____ PROJECT # _____

PHONE _____

Reason for Termination

Shortage of Work	[]	Retirement	[]
Strike or Lockout	[]	Work Sharing	[]
Return to School	[]	Apprentice Training	[]
Illness or Injury	[]	Dismissal	[]
Quit	[]	Leave of Absence	[]
Pregnancy/Parental	[]	Other	[]

Other - Explain _____

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

Other Monies Owing: _____

Supervisor _____ Date _____

Employee _____ Date _____

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

APPENDIX "A-c" - LEAVE OF ABSENCE REQUEST

CONTRACTOR: _____ PROJECT: _____

NAME: _____ DATE: _____

CRAFT & BADGE NUMBER: _____ TOTAL # OF HOURS REQUESTED: _____

IF LESS THAN 8 HOURS, STATE DATE AND START TIME OF REQUESTED ABSENCE.

DATE: _____ TIME OF ABSENCE: _____

IF MORE THAN 8 HOURS:

LAST DAY TO BE WORKED BEFORE TIME OFF: _____

FIRST DAY TO BE WORKED AFTER TIME OFF: _____

REASON FOR LEAVE OF ABSENCE: _____

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 their 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 a 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 a Special Projects Information Sheet shall continue for the duration of the enabled project notwithstanding that this Collective Agreement may expire prior to the completion of the project.
8. The exercise by the Local Union of any discretion under this Appendix shall not be subject to any grievance or arbitration procedure.

APPENDIX "B"- SPECIAL PROJECTS INFORMATION SHEET

DATE REQUESTED: _____ RETURN REQ'D BY: _____

TO: <u>Operating Engineers Local 870</u>	Telephone: <u>(306) 665-7718</u>
	Facsimile: <u>(306) 665-0998</u>
FROM: _____	Telephone: _____
	Facsimile: _____

Please accept this as a request to bid the project outlined herein under the terms of the enabling provisions of the Saskatchewan Provincial Operating Engineers' Master Format Agreement currently in force.
(Trade)

PROJECT: _____

OWNER: _____

LOCATION: _____

VALUE: _____ BID TO: _____

TENDER CLOSING DATE: _____ PEAK MANPOWER: _____

START DATE: _____ COMPLETION DATE: _____

KNOWN BIDDERS:	
UNION	NON-UNION

The following items are agreed to for the duration of this project only and shall not be deemed a precedent for future projects.

ITEM	DESCRIPTION

All other terms and conditions will be as per the current collective bargaining agreement.

Business Representative, Local Union

Contractor Representative

**LETTER OF UNDERSTANDING
FOR INDUSTRIAL CONSTRUCTION IN THE
PROVINCE OF SASKATCHEWAN**

BETWEEN

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

(Hereinafter Referred to as the "Employer")

- AND -

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

(Hereinafter Referred to as the "Union")

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

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

- a) All similar type trucks owned and operated by the Employer are being utilized.
- b) The Employer advises the Union in writing, for each project, the names of such Owner Operators and the approximate duration, prior to their engagement.
- c) The Employer pays to the Union daily permit fees for each Owner Operated truck engaged for a project, as follows:

Less than seven (7) working days	-	sixty dollars (\$60.00) per day
Seven (7) working days or more	-	thirty dollars (\$30.00) per day

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

Signed this 20th day of April, 2023.

For the Union

For the Employer

[Original Signature on File.]

[Original Signature on File.]

LETTER OF UNDERSTANDING

BETWEEN

EACH OF THE UNIONIZED EMPLOYERS IN THE OPERATING ENGINEER 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")

RE: Pension Contribution Paid Directly as Wages for Workers aged 71 or older

WHEREAS the Canada Revenue Agency has established that retirement savings plans cannot be made for workers once they turn seventy-one (71) years of age, and

WHEREAS some workers are continuing to work at the age of 71 and beyond, and

WHEREAS it is in the interests of the Employer, the Union and the individual to amend the pension contributions for workers aged 71 or older,

IT is thereby agreed to that the Pension contributions may be paid as wages to these individuals pursuant to the process outlined below.

- The amount of Pension Contribution paid directly shall be treated as wages with a portion removed to cover the relevant industry standard WCB contribution rate and other Employer payroll burdens.
- Further, the remaining portion shall be treated as wages, with the appropriate portion thereof assigned as vacation and holiday pay as per the Agreement requirements.
- As wages, all normal statutory burdens or obligations shall apply (e.g. taxes, and/or EI contributions).
- This program will be cost neutral for the Employer.

This Letter of Understanding shall be in full force and effect from the same date of signing and shall expire the same day as the Saskatchewan Provincial Operating Engineer Industrial Agreement.

Signed this ___20th___ day of ___April_____, 2023.

SIGNED ON BEHALF OF:

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

[Original Signature on File.]

[Original Signature on File.]

Cory Cowley
Business Manager

SIGNED ON BEHALF OF:

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

[Original Signature on File.]

[Original Signature on File.]

Gerald Giesbrecht
Trade Division Chair

Warren Douglas
Executive Director

LETTER OF UNDERSTANDING

BETWEEN

**EACH OF THE UNIONIZED EMPLOYERS IN THE OPERATING ENGINEER 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: Annual Sector Subsistence Rate Review Process

Whereas the parties are signatory to a collective agreement that is effective April 9, 2023 and expires on April 30 2028; and

Whereas a part of the Memorandum of Agreement for the Collective Agreement April 9, 2023-April 30, 2028 implements a new process for establishing the subsistence rate for the wage and rate changes in 2023 and beyond; and

It is resolved that the parties create this Letter of Understanding documenting the intent of the transitional process, capturing the agreement reached at the negotiating table.

The following is an excerpt from the Memorandum of Agreement outlining the intent of the parties regarding this review:

**** Annual sector subsistence review components to use the existing Letter of Understanding regarding subsistence review committee:**

- Annual sector subsistence review by region based generally on each sector per provincial map (attached)
- Exclusion cities (Saskatoon and Regina) and exception zones (Estevan and Lloydminster) exempt for the general review. Past practice will remain for these cities.
- Annual sector subsistence reviews to begin in the third quarter of the year and become effective the same day as the wage increase the following year
- Recognizing that Clients and Owners are affected by this process, it is the intent of the committee to consult with these stakeholders and invite input into the process

Attached is the map that the parties agreed to in principle for guidance and clarification to their respective memberships.

This Letter of Understanding shall expire the same day as the Saskatchewan Operating Engineer Industrial Provincial Agreement.

Signed this 20th day of April, 2023 in the cities of Regina and Saskatoon, SK.

For the Union

[Original Signature on File.]

For the Employer

[Original Signature on File.]



LETTER OF UNDERSTANDING

BETWEEN

EACH OF THE UNIONIZED EMPLOYERS IN THE IRON WORKER 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")

Pursuant to the 2023 collective agreement settlement, the Parties agree that the 2022 subsistence rates shall be implemented on an interim basis, effective April 9, 2023 until the 2023 rates are finalized, shall be as follows:

North West Quadrant		North East Quadrant	
52° N to 56° N 110° W to 106° W	\$150/day	52° N to 56° N 106° W to Manitoba Border	\$150/day
South West Quadrant		South East Quadrant	
Border to 52° N, 110° W to 106° W	\$145/day	Border to 52° N 106° W to Manitoba Border	\$145/day

Signed and dated this 20th_ day of April, 2023 in the Cities of Regina and Saskatoon, Saskatchewan.

SIGNED ON BEHALF OF:

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

[Original Signature on File.]

[Original Signature on File.]

Cory Cowley
Business Manager

SIGNED ON BEHALF OF:

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

[Original Signature on File.]

[Original Signature on File.]

Gerald Giesbrecht
Trade Division Chair

Warren Douglas
Executive Director