

SASKATCHEWAN PROVINCIAL OPERATING ENGINEERS' AGREEMENT

(Crane Rental)

THIS AGREEMENT ENTERED INTO BETWEEN:

**EACH OF THE UNIONIZED EMPLOYERS IN THE OPERATING ENGINEERS TRADE
DIVISION IN THE CRANE RENTAL 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 July 17, 2016
Expires April 30, 2019**

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.
- CRANE RENTAL COMPANY** - means a Company which rents out cranes operated and fully maintained.
- EMPLOYEE** - means anyone employed under the terms of this Agreement.
- EMPLOYER** - means a Company bound by the terms of this Collective Agreement.
- KM** - means kilometre by road (not radius).
- LOCAL RESIDENT AND RESIDENCE** - a local resident is a local member who has resided within eighty (80) kilometres of a project, but outside the cities of Regina and Saskatoon, for at least six (6) months immediately preceding the date of hire.
- a local member's residence is the place where he permanently maintains a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which he resides.
- Original Documents (not photocopies) are required for proof of residence. These will be verified by the employer, copied and returned. Two (2) of the following are acceptable:
- o Income Tax Assessment
 - o Property Tax Assessment
 - o Unemployment Insurance
 - o Utilities Receipt
- LOCAL UNION OR UNION** - means the International Union of Operating Engineers, Hoisting, Portable and Stationary, Local 870.
- QUALIFIED** - shall mean to also include certification in the CODC Interactive "Rights and Responsibilities" course and the SCOT course or equivalent.

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 any and all work performed by members of the International Union of Operating Engineers Local 870 when employed by Crane Rental Companies.
- 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

3:01 Union Recognition

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 Subcontractors

On work coming within the scope of this Agreement (except trucks and cartage hauling), the Employer agrees to give preference, when engaging sub-contractors, to those sub-contractors who are in contractual relations with the Union. If other sub-contractors are engaged, the Employer shall advise them of this Agreement and require them to adhere to the provisions of same.

3:03 Owner-Operators

Owner-operated and manned rented equipment shall in no way be used to circumvent the intentions and provisions of this Agreement. Owner-operated and manned rented equipment shall pay permit fees for all work performed in the first three (3) days in accordance with this Article. Where owner-operated equipment performs work for which he has been engaged and works beyond three (3) calendar days, he shall thereafter become an Employee and be entitled to all of the provisions of this Agreement. The Union will be notified as stipulated in Article 4:03 before an owner-operator is employed on a jobsite. Initial transportation expenses will not apply to owner-operators hired under this clause. In consideration of the special status of owner operators, each owner operator shall contribute for each hour worked to the periodic dues identified in Article 4:02 and funds as identified in Articles 13:03 and 13:04 and the Contract Administration and Industry Development Fees as identified in Article 20:00.

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

4:01 Union Security

- a) Every Employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new Employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his employment, apply for and maintain his membership in the Union, and maintain his membership as a condition of his employment, provided that any Employee in an appropriate bargaining unit who is not required to maintain his membership or apply and maintain his membership in the Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by members of the Union.
- b) All applications for membership shall be subject to approval by the Local Union, but in any instance new applications will be presented to the Local Union Executive Board within thirty (30) days of the receipt of application.

4:02 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 shall have the right to request specific members by name, so long as they are available they shall be supplied by the Union. If the Union is unable to supply qualified competent men within twenty-four (24) hours excluding Saturdays, Sundays and holidays, the Employer may hire them elsewhere provided such men become members of the Union (and the Union hereby agrees to accept such men as members) within thirty (30) days of commencement of employment. Upon exercising this option, the Employer agrees to supply the Union with the Employee's name, social insurance number, address and date of hire. This information must be sent to the Union within the first (1st) day of hire.

Operating Engineers will be employed exclusively to operate, service and rig the equipment except that in spontaneous circumstances, when regular operators are not available, supervisory or other personnel will be allowed to perform the work.

The Union shall not have the right to transfer its members from one Employer to another nor to replace employed members with unemployed members.

Work referral slips will not knowingly be issued by the Union to members who are inactive while on the EFAP Alcohol & Drug program nor will these members be knowingly dispatched to a contractor and or job site by the union, nor will they knowingly be hired by the Employer.

4:04 Foremen

- a) When three (3) or more Mechanics or apprentice Mechanics are employed by the Employer in a given branch location there shall be one (1) working Foreman designated, who shall receive [REDACTED] per hour above Journeyman Mechanic's rate.
- b) When twelve (12) or more Mechanics or apprentice Mechanics are employed by the Employer in a given branch location, a Mechanic Foreman shall replace the Foreman mentioned in sub-section (a) above, shall be employed at no less than [REDACTED] per hour over the Journeyman rate.

4:05 Permit holders will be allowed permits on a monthly, weekly, or daily basis with an expiry date at the end of each month or week that they have applied for. If an Operating Engineer becomes available at the end of the permit term, he may replace the permit holder on any project. The Union must notify the Employer in writing thirty (30) days prior to the request for termination of a permit holder.

4:06 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.

4:07 Stewards

Stewards shall have completed a Steward Training Course applicable to this trade. The Union shall notify the Employer in writing of the appointment of Stewards, who shall be qualified tradesmen, and preference shall be given to appointing only those Employees of long term standing. The Employer recognizes that a Steward is acting for the men as a whole and he shall not be discriminated against for expressing the wishes of the workmen. The Steward may be called upon by the Employer to assist in the settlement of grievances. The Steward shall be considered an official representative of the Union on the job.

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

4:08 Apprentices

The Employer shall employ a minimum of one (1) apprentice operator. There shall be one (1) apprentice operator employed for each multiple of five (5) qualified operators (as defined in the Saskatchewan Occupational and Health and Safety Regulations, 1996). Notwithstanding any other provision of this Agreement, Article 6:00 shall take precedence with respect to apprentices.

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.

ARTICLE 6:00 MANAGEMENT RIGHTS

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

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

ARTICLE 7:00 JOINT LABOUR MANAGEMENT COMMITTEE

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

7:02 Any dispute involving the interpretation, application, operation or alleged violation of this Agreement may be reduced to writing and submitted by either party to the Joint Labour Management Committee and if no resolution is reached within 10 days, may be submitted under the provisions of Article 9:00.

ARTICLE 8:00 NO STRIKE / NO LOCKOUT

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

ARTICLE 9:00 GRIEVANCE PROCEDURE AND ARBITRATION

- 9:01 It is the mutual desire of the parties hereto, that complaints of Employees shall be adjusted as quickly as possible. The Foreman or Supervisor shall be given the opportunity to adjust a complaint. When a complaint is reduced to writing it shall be termed a grievance.
- It is agreed that it is the spirit and intent of this Agreement to address grievances promptly. All grievances must be initiated within ten (10) working days of the incident.
- 9:02 A grievance shall mean any difference or dispute concerning the interpretation, application, administration or alleged violation of the Agreement and shall be handled in the following manner:

- Step I: The aggrieved party shall discuss his complaint with his Steward and the Foreman or immediate Supervisor, who shall endeavour to settle this complaint.
- Step II: If the complaint is not settled within three (3) working days excluding Saturday, Sunday and recognized holidays, from the date there is evidence of a grievance having occurred, it shall be reduced to writing and referred to the Local Union's Business Representative and the Employer's Labour Relations Representative on site.
- Step III: If the grievance is not settled within thirteen (13) working days, excluding Saturday, Sunday and recognized holidays, from the date of the occurrence giving rise to the grievance, either party may request that the grievance be referred to the Local Union's Business Manager and the Contractor's Head Office Labour Relations Officer. If the grievance is not settled within twenty three (23) working days excluding Saturday, Sunday and recognized holidays, from the date there is evidence of a grievance having occurred, the grievance shall proceed to Arbitration at the request of either party.

Optional Grievance Mediation

The parties may agree to refer one or more grievances to a grievance mediator for the purpose of resolving the grievances in an expeditious and informal manner.

- (1) The parties shall not refer a grievance to a grievance mediator unless they have agreed on the nature of any issues in dispute.
- (2) On a joint request by the parties, the Minister of Labour shall appoint a grievance mediator.
- (3) A grievance mediator appointed by the Minister shall begin proceedings within ten (10) days after being appointed or on any day that the parties jointly request.
- (4) Where the parties jointly request the appointment of a grievance mediator pursuant to this section, any provisions of the collective bargaining Agreement that impose a limitation of time with respect to the reference of a grievance to arbitration are deemed to be inoperative.
- (5) The grievance mediator shall endeavour to assist the parties to settle the grievance by mediation.
- (6) If the parties are unable to settle the grievance by mediation, the grievance mediator shall endeavour to assist the parties to agree on the material facts in dispute, and then the parties may determine the grievance in accordance with the arbitration provisions commencing with Step IV.

Step IV: If the option in Step Three is not exercised, the grievance shall proceed to Arbitration at the request of either party.

Step V: It is understood and agreed that any of the time limits herein may be extended by mutual agreement in writing.

Step VI: Any grievance between the Employer or the Union concerning the interpretation, application, administration or alleged violation of the Agreement shall be dealt with commencing with Step Two.

Arbitration

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

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

- Step IX: A single Arbitrator shall be selected by mutual agreement or if the Parties fail to agree on an Arbitrator within three (3) working days, a single Arbitrator appointed by the Minister of Labour shall hear any grievance which has been referred to Arbitration pursuant to this Agreement.
- Step X: Both parties to the dispute shall share equally the expenses and fees of the Arbitrator.
- Step XI: The Arbitrator shall sit, hear the parties, settle the terms of the question to be arbitrated and make its award within ten (10) days from the date of appointment, provided the time may be extended by the agreement of the Parties.
- Step XII: The decision of the Arbitrator shall be final and binding upon both Parties.

ARTICLE 10:00 JURISDICTIONAL DISPUTES RESOLUTION

10:01 Jurisdictional Assignment Plan

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 HOURS OF WORK, OVERTIME, SHOW UP TIME, CALL OUTS, SHIFTS, REST BREAKS, MEAL BREAKS

11:01 Hours of Work

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

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

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

By mutual agreement in writing between the Union and the Employer, the following starting and quitting times may be changed to suit job requirements or conditions. In the event the

following starting and quitting times are changed without mutual agreement, applicable overtime rates shall be paid for any time worked before or after the above hours as a result of the change of the times.

The regular working day shall consist of eight (8) consecutive hours of employment between 6:00 a.m. and 6:00 p.m., Monday to Friday, inclusive, exclusive of one (1) hour for lunch or one-half (1/2) hour for lunch. The lunch period shall be at the mid-point of the shift but, if an Employee is unable to eat his lunch he shall then be paid at the rate of one and one-half (1 1/2) times his regular basic rate for his one-half (1/2) hour lunch period.

Where the hours of work and the work week schedule have been established by a project owner or sponsor to be either the Five Day or Four Day Work Week Schedule the following shall apply for that project:

a) **Five Day Work Week Schedule**

The normal hours of work shall be between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday inclusive, with one (1) hour in each work day allowed as a meal break. The time allowed for the said meal hour may be reduced on any job as agreed between a majority of the Employees on the job and the Contractor or his representative. Any deviation on large industrial sites shall be agreed to at the pre-job conference.

b) **Four Day Work Week Schedule**

The hours of work per week and per day shall be ten (10) hours per day Monday to Thursday.

11:02 **Overtime**

The Employer may require Employees to perform overtime work in excess of the regular hours. The Employer shall notify the Employee by noon of the day the overtime is required, whenever possible.

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

a) **Five Day Work Week Schedule**

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

b) **Four Day Work Week Schedule**

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

ii. Hours worked on Fridays (other than as a make-up day) shall be paid at one and one-half (1.5x) times the Employees' regular rate of pay for the first eight (8) hours. All other hours worked on Fridays shall be paid at double time (2x). Time worked on

Fridays shall be on a voluntary basis and each Employee has the right to refuse such work. The Employer must advise each Employee in advance the minimum number of hours to be worked or paid for on Fridays.

- iii. When working under the four (4) day work week schedule, Friday may be used as a make-up day when weather conditions have caused lost time during the regular work week. A make-up day will only be worked during the same week that the time is lost. Work performed on a make-up day shall be paid at the regular straight time rate for the first ten (10) hours to a maximum of forty (40) hours per week after which the double time (2x) rates shall apply. In no case shall the time scheduled on a make-up day be less than eight (8) hours. Time worked on make-up days shall be on a voluntary basis and each Employee has the right to refuse such work.

c) Saturdays, Sundays and Holidays

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

d) Operator and Mechanic's Travel

- i. All time involved in moving machines, equipment and trucks (other than as the lone occupant in a vehicle provided mainly for transportation), or when hauling passengers at the direction of the Employer, shall be considered as working hours and the applicable rates shall be paid. This provision shall also apply to operators of equipment when they are assigned to travel with such equipment.

Mechanics Travel in Employer Owned Mechanics Trucks

- ii. When the mechanic starts from and returns to a permanent shop daily, he is paid for all travel at straight time rates. If the mechanic deems the distance to be traveled excessive, at his discretion he can travel on the following working day with the Employer providing accommodation.

When the Employer is providing accommodation, and the mechanic does not return to a permanent shop daily, he is paid initial travel to and final travel from the project at the applicable rate. All other travel is paid at straight time rates.

When the mechanic is called-out to work outside of the regular working day, he is paid for all travel at applicable rates.

11:03 Show Up Time

- a) When an Employee reports for work but is not placed to work or is unable to continue to work because of inclement weather or any other reason beyond the control of the Employer, the following shall apply:
 - i. If an Employee is not placed to work, he shall receive a minimum of [REDACTED] hours pay at the applicable rate of pay or the actual waiting time if greater. When an Employee is placed to work, he will be paid a minimum of [REDACTED] 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.

11:04 Call Outs

Employees who have performed a regular shift and who respond to a request to return to work additional time shall be compensated as follows:

Employees shall receive a minimum of [REDACTED] hours pay at the applicable overtime rate or for actual hours worked whichever is greater.

11:05 Standby Time

When an Employee who is employed on out of town work and who normally returns home each weekend and/or recognized holiday, is requested by the Employer to remain in accommodation at or near the jobsite in order to be available on a standby basis for weekend and/or recognized holiday work, then the employee shall be entitled to the greater of pay for all hours worked at the applicable overtime rates, or [REDACTED] pay at straight time rates for each twenty-four (24) hour period during which he is requested to remain on stand-by. In any event, an Employee who is on out of town work and is requested to remain on standby shall be paid a minimum of [REDACTED] at straight time rates for each twenty-four (24) hour period during which he remains on standby.

11:06 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 [REDACTED] for each hour worked on the second and third shifts.

- 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.

11:07 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.

11:08 Meal Breaks

If it becomes necessary for an employee to work for more than six (6) consecutive unscheduled hours on the latter half of a shift without a meal break, the Employer at the request of the employee shall provide the employee with a meal, free of charge, and every four (4) hours thereafter.

If circumstances make the providing of a meal impractical, the employee shall receive [REDACTED], or up to [REDACTED] with a valid receipt, in lieu of each meal not so provided.

If an Employee is required to commence work four (4) hours or more prior to the regular starting time, he shall be entitled to the same provisions as set in the preceding paragraphs.

ARTICLE 12:00 RECOGNIZED HOLIDAYS AND VACATION**12:01**

- 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 [REDACTED] of gross earnings, and shall be paid weekly.

12:02 **Vacation Pay**

Annual vacation pay shall accrue at the rate of [REDACTED] calculated on gross earnings and shall be paid weekly. In accordance with the current Saskatchewan Employment Act, an Employee is entitled to an annual vacation of four weeks after the completion of ten years of employment with one employer. Four weeks annual vacation pay shall accrue at [REDACTED] calculated on gross earnings and shall be paid weekly.

ARTICLE 13:00 WAGE SCALES, PAYMENT OF WAGES, FRINGE BENEFITS

13:01 **Wage Scales**

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

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.

13:02 **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 cash or 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 printed confirmation of earnings (straight time and overtime) and deductions shall be included with cash pay or cheque or, for electronic direct deposits delivered prior to quitting time to the jobsite or mailed to the Employee's address on record or emailed to the Employee's email address on record.

c) **Pay on Termination**

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

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

d) **Penalty**

If an Employer fails to provide payment as stated above, the Employer shall pay the Employee for waiting time in the amount of eight (8) hours per day at his regular rate of pay each regular work day delayed.

Where it can be clearly shown that a clerical error in calculation or other delay beyond the control of the Employer has occurred, the Employer shall not be penalized provided the error is corrected within one (1) working day from the time of notification.

13:03 **Fringe Benefits**

Where an Employee performs work that would require the Employer to contribute hourly contributions, at such an hourly contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from his own monies and shall be deemed to hold the sum so deducted in trust for the trustees of the applicable Trust Fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf the Employees have performed work entitling them to receive contributions to the fund as is hereinbefore provided for, is deemed to be held in trust for the trustees of this fund and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or 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.

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

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 Appendices A and B 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 Appendices A and B and forming part of this Agreement.

c) **Training Trust Fund**

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

13:04 Deductions and contributions as defined in the Appendices 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.

13:05 Employee and Family Assistance Plan

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

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

Remittances and Reports

- i. Employers are required to remit the Contract Administration and Industry Development fees and the monthly CODC Employer Report Form to CODC by the 15th of the month following the month in which the hours were worked.
- ii. Employers must also submit the monthly Employee Data Report to the PRO Care plan by the 15th of the month following to facilitate the confidential determination of eligibility by the EFAP provider. There are three ways to submit this data:
 - entering the data directly on the CODC website at www.codc.ca/procare
 - OR
 - uploading an excel spreadsheet in the required format to the website (a sample spreadsheet can be downloaded from the website)
 - OR
 - Forwarding an excel spreadsheet in the required format electronically to procare@sasktel.net. **Hard copies of data will not be accepted.**

ARTICLE 14:00 GENERAL WORKING CONDITIONS

14:01 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.

14:02 The Employer will provide a subsidy of [REDACTED] each year to each Employee who has completed at least one year of continuous service with the Employer, towards the replacement of gloves and safety boots. A proof of purchase is required.

14:03 The Employer agrees to furnish suitable drinking water at convenient locations at the jobsite. Heated lunchrooms shall be provided and heated shelter provided for the repair and maintenance of equipment. The Employer will provide suitable enclosed sanitary facilities, heated in cold weather where practical. Employees will co-operate with the Employer in keeping these facilities clean.

- 14:04 The Employer shall make and revise such safety and other project rules and regulations as may be consistent with company policy and/or Federal or Provincial legislation or regulations, and failure by the Employee shall be cause of immediate dismissal, provided that the said company rules and regulations are not in contravention of Part III of the Saskatchewan Employment Act or other mutually recognized safety regulations.
- 14:05 All hoisting equipment equipped with cabs shall be adequately heated in cold weather. Employees will be protected against excessive heat, cold and noise. No Employee will be disciplined for refusing to work under unsafe conditions or in contravention of established safety rules and regulations.
- 14:06 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.

ARTICLE 15:00 TOOLS AND EQUIPMENT

15:01 The Employer shall make available when required by the Employees in the course of their employment, the tools and equipment generally considered the responsibility of the Employer. The EMPLOYER'S TOOLS shall not be subjected to negligent care or abuse; any breakage or loss of any such tools shall immediately be reported by the Employee to his supervisor. The Employer shall provide locked facilities for the storage of Employer's tools.

15:02

a) Each Employee shall provide himself with a tool kit consisting of at least the following:

- | | | |
|-----|---|--|
| One | - | 2 lb. ball peen hammer |
| One | - | 8 inch crescent wrench |
| One | - | 12 inch crescent wrench |
| One | - | set of screw drivers (6 assorted) |
| One | - | pair of pliers |
| One | - | chisel |
| One | - | punch (for cable wedges) |
| One | - | set of combination wrenches from 1/4" to 1 1/8" inclusive |
| One | - | set of 1/2" drive sockets from 7/16" to 1" inclusive together with ratchet and flex handle |
| One | - | pair wire cutters |
| One | - | tool box with lock |

The Union shall advise each new Employee of this requirement. All Employees shall have their tools available at their place of work.

- b) The loss of the tools and kit due to fire or theft (by forcible entry) will be met by the Employer, at his expense, ensuring reimbursement directly to the Employee, or carrying adequate insurance protection covering such loss, payable to the Employee affected. All tool replacement under this article shall be on the basis of equivalent quality.
- c) Where Employees such as mechanics are required to provide tools in excess of those listed, the Employee shall provide the employer with an inventory of said tools on an annual basis,

and such inventory shall be checked and approved by the Employer, and the "loss" provisions shall apply.

- d) Mechanics and apprentice mechanics who are required to utilize their own hand tools, shall receive a tool allowance of [REDACTED] per hour for each hour worked. Said tool allowance is to be paid on each regular pay day and be designated as a separate item from earnings on the pay statement.

15:03 When a mechanic, as a condition of his employment, is required to carry a full complement of tools, he shall, before starting work for the Employer, submit an inventory of tools which will be checked by the management. Upon acceptance, the Employer shall insure those tools at the equivalent quality or replacement value against fire, breakage, and/or theft of tools by forcible entry.

15:04 In the event of theft of tools by forcible entry the Employee must notify the Police Department and the Employer immediately.

ARTICLE 16:00 SAFETY AND PRODUCTIVITY

16:01 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.

16:02 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 W.H.M.I.S. Documentation of any previous training shall be provided by the Employee upon request by the Employer.

16:03 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 or no-show pre-access Alcohol and Drug test cost for Local 870 members.

The Employer shall notify the Union of all cases of non-compliance to the Employer's Alcohol and Drug Policy within two (2) business days of receiving results.

16:04 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
- Part 2
- Fall Protection
- a current and valid driver's license
- the appropriate trade certification and/or interprovincial red seals, and
- If other industry certifications (such as, First Aid, H2S Alive or an air endorsement) are required by a specific job site, the Union shall send employees with the certification, provided it is requested on the dispatch slip and discussions are held with the Union regarding the requirements prior to submitting a dispatch request.

The employee shall also have a present ability to do the work required.

The parties are committed to eliminating unnecessary, duplicate safety training. Therefore, the Union shall provide to the Employer any and all current safety training certificates that may be required for that job, as identified by the Employer, at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone.

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

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

16:05 Driver's Licence Abstract

Employees shall provide a Driver's Licence Abstract upon request of the Employer. The cost of additional abstracts requested by the Employer shall be paid by the Employer.

16:06 Medical Testing

New hires shall provide a medical fitness report from their doctor if requested by the Employer. Any additional medicals requested by the Employer shall be paid by the Employer up to [REDACTED] per medical if the Employee is charged for the medical report. An Employee shall be given reasonable time during regular working hours to obtain an Employer requested medical test. The Employee shall be on the payroll and paid while obtaining the medical test.

16:07 Smoking is prohibited on all job sites except in locations specifically permitted by the project owner or the Employer.

16:08 It is understood and agreed that the Employers and Employees shall at all times comply with the Accident Prevention Regulations and pursuant to Part III 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.

16:09 An Employee who is injured while working for the Employer and who is sent home because of such injury shall receive pay up to the end of the shift in which he was injured. The Steward will be allowed time to gather the injured worker's personal belongings as soon as possible after the accident and if the case warrants it, the Employer shall designate someone to accompany the injured worker to the doctor or hospital without loss of pay for the regular shift.

16:10 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.

16:11 It is agreed that productivity and quality of work is one of the objectives of the Parties to this Agreement.

ARTICLE 17:00 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.

Employees shall not be required to use their vehicles to convey passengers, material, fuel, parts, etc., for the Employer.

17:01 Free Zone

When an Employee is required to supply his/her own transportation to projects within the city limits of Regina, Saskatoon or an established permanent shop outside of those cities, there shall be no travel paid.

When an Employee is required to supply his/her own transportation, a ten (10) road kilometre zone around the project or work site shall comprise a Free Zone.

17:02 Local Residents

Local residents shall not be entitled to initial, terminal or rotational transportation or subsistence allowance. On camp jobs, they shall not be entitled to camp accommodations.

Local residents living beyond ten (10) kilometres of the project shall be paid [REDACTED] [REDACTED] per road kilometre from their residence to the edge of the Free Zone and return for every day the Employee works or reports for work. If called to return to work during the same twenty four (24) hours, shall receive same payment as above.

17:03 Daily Transportation

For projects outside the city limits of Regina, Saskatoon or from an established permanent shop outside of those cities, and when an Employee is required to supply his/her own transportation, the Employee shall be paid transportation expenses at the rate of [REDACTED] [REDACTED] per road kilometre. The transportation expense is to be calculated from the City limits of Regina, Saskatoon or an established permanent shop outside of those cities to the boundary of the project Free Zone and return daily. When the Employer is providing transportation, the Employee shall be paid an allowance equal to [REDACTED] for actual travel time from the city limits of Regina, Saskatoon or from an established permanent shop outside of those cities, to the project and return daily.

On projects where Room and Board/Reimbursement applies, transportation expenses or allowances, as the case may be, shall be paid from the temporary domicile to the project and return daily.

17:04 Special Transportation

In the event a crane operator is at a jobsite and is left without transportation to his car or hotel, the Employer shall pay the cost of this transportation if costs are incurred.

When an Employee flies at the request of the Employer an airline ticket will be provided and actual travel time, to a maximum of [REDACTED], will be paid at straight time rates.

17:05 Daily Transportation with Board and Room or Subsistence

When an Employer is providing transportation, each Employee shall be paid an allowance equal to [REDACTED] 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 ten (10) road kilometre Free Zone does not apply when the Employer is providing transportation.

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

17:06 Initial and Terminal Transportation

On projects where accommodation is supplied or paid for, each Employee shall be paid a transportation expense of [REDACTED] per road kilometre to the project site from either the City limits of Regina or Saskatoon or an established permanent shop outside of those cities. For an Employee to qualify for initial transportation expense, the Employee must remain fifteen (15) calendar days or until lay off (whichever comes first). The ten (10) road kilometre Free Zone does not apply to initial and terminal transportation.

17:07 **Rotational Transportation**

Should the project be more than three hundred (300) road kilometres or more from either the City limits of Regina or Saskatoon or an established permanent shop outside of those cities, the Employee shall receive round trip transportation expenses at the rate of [REDACTED] per road kilometre. The ten (10) road kilometre Free Zone does not apply to rotational travel. An Employee will be entitled to round trip transportation expenses for isolated projects every twenty five (25) days.

ARTICLE 18:00 ROOM AND BOARD/REIMBURSEMENT

18:01 On out of town jobs where the Employees do not commute daily from the cities of Regina, Saskatoon, or from an established permanent shop outside of those cities, the Employer shall provide suitable Room and Board or reimburse the Employee for all reasonable costs based on actual receipts in a form suitable to the Employer. The Employer shall not require any Employee to accept monetary subsistence allowance in lieu of pick up the tab.

It is agreed that suitable, for reimbursement based on actual receipts in a form suitable to the Employer, shall include the following:

1. Purpose of the expense
2. Date and amount paid by the Employee
3. Name and location of the vendor
4. GST number of the vendor, if applicable
5. Amount of PST, if applicable

ARTICLE 19:00 BUILDING TRADES PER CAPITA DEDUCTION

19:01 The Employer agrees to deduct from each Employee covered by the terms of this Agreement, [REDACTED] per hour for each hour worked by the Employee. Such deduction(s) to be remitted not later than the fifteenth (15th) day of the following month and made payable to the International Union of Operating Engineers Local 870. The Local Union shall forward said monies to the Saskatchewan Provincial Building and Construction Trades Council (SPB & CTC) at 1111 Osler Street, Regina, Saskatchewan, S4R 8R4. The Local Union is to receive a list showing the amounts and a list of names from whom such deductions were made.

ARTICLE 20:00 CONTRACT ADMINISTRATION AND INDUSTRY DEVELOPMENT FEES

20:01 Contract Administration and Industry Development Fees have been committed to develop and maintain Collective Bargaining Agreements and to create, support and promote programs to continually enhance the unionized construction product.

The CODC Construction Opportunities Development Council Inc. ("CODC") has been incorporated to administer funds contributed on behalf of both the Saskatchewan Provincial Building and Construction Trades Council ("SPB & CTC") and CLR Construction Labour Relations Association of Saskatchewan Inc. ("CLR"). CODC will allocate the contributions to the respective organizations as provided for in this Article.

20:02 Each Employer subject to this Agreement shall contribute the following for all hours worked by each Employee:

a) SPB & CTC			
CODC Fund			
b) CLR			
CODC Fund			
TOTAL			

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

20:03 Each Employer shall remit the total contributions in this Article no later than the fifteenth (15th) day of the month following, together with the Report Form provided for this purpose to CODC Construction Opportunities Development Council Inc., P.O. Box 4019, Regina, SK, S4P 3R9.

20:04 The Union shall provide a summary of the total hours worked by Employees for each Employer on a monthly basis and shall submit the list to CODC by the fifteenth (15th) of the month following.

20:05 In the event of a failure on the part of any Employer to contribute the funds as required in this Article, the SPB & CTC, CLR or the Union 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, CLR or the Union in its own name against the subject Employer. Such a grievance may be referred by the SPB & CTC, CLR or the Union 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, CLR or the Union and the subject Employer. The unsuccessful party shall pay the costs of the Arbitrator. The SPB & CTC, CLR or the Union may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

ARTICLE 21:00 FAVOURED NATIONS

21:01 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 22:00 DURATION OF AGREEMENT

22:01 The Agreement shall be effective from July 17, 2016 and shall remain in full force and effect until midnight, April 30, 2019, 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 26th day of July, 2016.

**SIGNED ON BEHALF OF: THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
HOISTING, PORTABLE AND STATIONARY, LOCAL 870**

- Signature on file -
Cory Cowley
Business Manager

- Signature on file -
Darryl Wilcox
Business Agent

**SIGNED ON BEHALF OF: CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF
SASKATCHEWAN INC.**

- Signature on file -
Gerald Giesbrecht
Trade Division Chairperson

- Signature on file -
Warren Douglas
Executive Director

APPENDIX "A"

Crane Rental

(See Appendix B Boom Truck (Non-Industrial)
and Cartage Truck Driver Classifications, Wage Rates and Conditions)

1. **Scope**

The provisions of this Appendix apply to any and all work performed by members of the International Union of Operation Engineers Local 870 when employed by Crane Rental Companies. Crane Rental companies are those who rent out cranes operated and fully maintained.

2. **Classification and Wage Rates**

The Employer and Union agree that minimum wages will be paid in accordance with the wage rates and classifications set out below, based on actual work performed during a shift.

EFFECTIVE JULY 17, 2016

Classification	Basic Hourly Rate	Recog Hol Pay 4.5%	Vac Pay 6%	Health & Welfare	Pension Trust Fund	Trng Trust Fund	Total Package
<u>Operators</u>							
Conventional (Lattice Boom)							
0 - 125 Tons	■	■	■	■	■	■	■
126 - 225 Tons	■	■	■	■	■	■	■
Over 225 Tons	■	■	■	■	■	■	■
With Attachment	■	■	■	■	■	■	■
226 tons - 500 tons	■	■	■	■	■	■	■
501 - 660 Tons	■	■	■	■	■	■	■
Over 661 Tons	■	■	■	■	■	■	■
Hydraulic Cranes							
Up to 25 Tons	■	■	■	■	■	■	■
26 - 64 Tons	■	■	■	■	■	■	■
65 - 115 Ton	■	■	■	■	■	■	■
116 - 400 Tons	■	■	■	■	■	■	■
401 - 600 Tons	■	■	■	■	■	■	■
Over 601 Tons	■	■	■	■	■	■	■
Operators							
All work in permanent yard	■	■	■	■	■	■	■
All work outside permanent yard (except operating)	■	■	■	■	■	■	■
(Work in the yard performed under a work order will be paid at the appropriate operating rate)							
Mechanics/Welders	■	■	■	■	■	■	■
Truck Drivers, Servicemen	■	■	■	■	■	■	■

EFFECTIVE APRIL 29, 2018

Classification	Basic Hourly Rate	Recog Hol Pay 4.5%	Vac Pay 6%	Health & Welfare	Pension Trust Fund	Trng Trust Fund	Total Package
<u>Operators</u>							
Conventional (Lattice Boom)							
0 - 125 Tons	████	████	████	████	████	████	████
126 - 225 Tons	████	████	████	████	████	████	████
Over 225 Tons	████	████	████	████	████	████	████
With Attachment	████	████	████	████	████	████	████
226 tons - 500 tons	████	████	████	████	████	████	████
501 - 660 Tons	████	████	████	████	████	████	████
Over 661 Tons	████	████	████	████	████	████	████
Hydraulic Cranes							
Up to 25 Tons	████	████	████	████	████	████	████
26 - 64 Tons	████	████	████	████	████	████	████
65 - 115 Ton	████	████	████	████	████	████	████
116 - 400 Tons	████	████	████	████	████	████	████
401 - 600 Tons	████	████	████	████	████	████	████
Over 601 Tons	████	████	████	████	████	████	████
Operators							
All work in permanent yard	████	████	████	████	████	████	████
All work outside permanent yard (except operating)	████	████	████	████	████	████	████
(Work in the yard performed under a work order will be paid at the appropriate operating rate)							
Mechanics/Welders	████	████	████	████	████	████	████
Truck Drivers, Servicemen	████	████	████	████	████	████	████

3. **Apprentices**

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

Conventional Crane Apprentice Operators

The rates of pay for Conventional (Lattice Boom) Crane Indentured Apprentice Operators shall be based on the percentage of the 26 - 64 Ton Hydraulic Crane Operator rate as follows:

1st Year	0 - 1500 hours	████ of rate
2nd Year	1500 - 2250 hours	████ of rate
	2250 - 3000 hours	████ of rate
3rd Year	3000 - 3750 hours	████ of rate
	3750 - 4500 hours	████ of rate

Hydraulic Crane Apprentice Operators

The rates of pay for Hydraulic Crane Indentured Apprentice Operators shall be based on the percentage of the 26 - 64 Ton Hydraulic Crane Operator rate as follows:

1st Year	0 - 1500 hours	█ of rate
2nd Year	1500 - 2250 hours	█ of rate
	2250 - 3000 hours	█ of rate
3rd Year	3000 - 3750 hours	█ of rate

Boom Truck "A" Apprentices

The rates of pay for Boom Truck "A" Indentured Apprentice Operators shall be based on the percentage of the 17½ Ton and over operating rate from Appendix "B" as follows:

1st Year	0 - 750 hours	█ of rate
	750 - 1500 hours	█ of rate
2nd Year	1500 - 2250 hours	█ of rate
	2250 - 3000 hours	█ of rate

Boom Truck "B" Apprentices

The rates of pay for Boom Truck "B" Indentured Apprentice Operators shall be based on the percentage of the under 17½ Ton operating rate from Appendix B as follows:

1st Year	0 - 500 hours	█ of rate
	500 - 1000 hours	█ of rate
2nd Year	1000 - 1500 hours	█ of rate
	1500 - 2000 hours	█ of rate

Heavy Equipment Mechanic or Welder Apprentices

The rates of pay for Heavy Equipment Mechanic or Welder Indentured Apprentices shall be based on the percentage of the Mechanics/Welders rate from Appendix "A" as follows:

1st Year	0 - 900 hours	█ of rate
	900 - 1800 hours	█ of rate
2nd Year	1800 - 2700 hours	█ of rate
	2700 - 3600 hours	█ of rate
3rd Year	3600 - 5400 hours	█ of rate
4th Year	5400 - 6300 hours	█ of rate
	6300 - 7200 hours	█ of rate

Mechanic and Welder Apprentices

Where the Employer employs more than five (5) and less than ten (10) journeymen, he shall employ at least one (1) registered apprentice. Where the Employer employs more than ten (10) journeymen, he shall employ at least two (2) registered apprentices.

The foregoing ratio shall apply equally to mechanics and welders.

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

Employer contributions to the Health and Welfare Trust Fund and the Pension Trust Fund for an Apprentice in the 1st year shall commence when the Apprentice has either worked 750 hours or after 6 months of continuous employment with an Employer, whichever is less. The hours worked by an Apprentice for the purpose of determining the commencement of contributions to the Health and Welfare and the Pension Trust Fund shall be the hours recorded by the Training Trust Fund.

4. Recognized Holiday pay

Recognized holiday pay shall accrue at [REDACTED] of gross earnings, and shall be paid weekly.

5. Vacation Pay

Annual vacation pay shall accrue at the rate of [REDACTED] calculated on gross earnings and shall be paid weekly. In accordance with the current Saskatchewan Employment Act, an Employee is entitled to an annual vacation of four weeks after the completion of ten years of employment with one employer. Four weeks annual vacation pay shall accrue at [REDACTED] [REDACTED] calculated on gross earnings and shall be paid weekly.

6. Health and Welfare Trust Fund

Each Employer subject hereto shall contribute the amount established in the respective wage schedule for each and every hour worked by an Employee covered by this Agreement to the International Union of Operating Engineers Local 870 Health and Welfare Trust Fund, P.O. Box 1112, Saskatoon, SK, S7K 3N2. The Employer shall have the option to remit using electronic fund transfers.

7. 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, P.O. Box 1112, Saskatoon, SK, S7K 3N2. The Employer shall have the option to remit using electronic fund transfers.

8. Apprentices

Contributions to the Pension Trust Fund on behalf of Apprentices shall be calculated on the basis of 18% of the Employee'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.

Truck Driver, Servicemen/Cartage Addendum - Truck Driver

The contribution for Truck Driver, Servicemen shall be as shown in Appendix A Classification and Wage Rates and for Cartage Addendum - Truck Driver shall be as shown in Appendix B Classification and Wage Rates.

9. Training Trust Fund

Each Employer subject hereto shall contribute the amount established in the respective wage schedule for each and every hour worked by an Employee covered by this Agreement to the International Union of Operating Engineers Local 870 Training Trust Fund, P.O. Box 1112, Saskatoon, SK, S7K 3N2. The Employer shall have the option to remit using electronic fund transfers.

APPENDIX "B"

Boom Truck (Non-Industrial) and Cartage Truck Driver

1. Classification and Wage Rates

EFFECTIVE JULY 17, 2016

Classification	Basic Hourly Rate	Recog Hol Pay 4.5%	Vac Pay 6%	Health & Welfare	Pension Trust Fund	Trng Trust Fund	Total Pckg
Boom Truck Non-operating	████	████	████	████	████	████	████
Boom Truck Under 17 ½ Tons	████	████	████	████	████	████	████
Boom Truck 17 ½ Tons – 34 Tons	████	████	████	████	████	████	████
Boom Truck 35 Tons and Over	████	████	████	████	████	████	████
Cartage Addendum-Truck Driver	████	████	████	████	████	████	████

NOTE: For Boom Truck Apprentice rates refer to Appendix A - 3. Apprentices

EFFECTIVE APRIL 29, 2018

Classification	Basic Hourly Rate	Recog Hol Pay 4.5%	Vac Pay 6%	Health & Welfare	Pension Trust Fund	Trng Trust Fund	Total Pckg
Boom Truck Non-operating	████	████	████	████	████	████	████
Boom Truck Under 17 ½ Tons	████	████	████	████	████	████	████
Boom Truck 17 ½ Tons – 34 Tons	████	████	████	████	████	████	████
Boom Truck 35 Tons and Over	████	████	████	████	████	████	████
Cartage Addendum-Truck Driver	████	████	████	████	████	████	████

NOTE: For Boom Truck Apprentice rates refer to Appendix A - 3. Apprentices

2. Boom Truck Conditions

- a) Operators dispatched as Boom Truck Operators shall receive the applicable Boom Truck rate.
- b) Crane Operators will not be required to accept a lower rate if requested to operate a Boom Truck unless he agrees to such lower rate in writing with a copy to the Union Hall.
- c) Crane Operators agreeing in writing to the Boom Truck rate shall receive the rate only when operating the Boom Truck and will receive the yard rate for work in the yard. (See Appendix "A")

3. Hours of Work

To accommodate customer orders starting and quitting times may be moved to fit customer needs. It is agreed that eight (8) hours will constitute a full shift and overtime rates will apply thereafter. Starting time can be moved between the hours of 6:00 a.m. and 8:00 a.m.

4. Overtime

Employees shall receive one and one-half (1.5x) times their regular rate of pay for all hours worked beyond eight (8) hours per day, Monday to Friday, and for all hours worked on Saturdays.

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

5. Show Up Time

Employees shall receive a minimum of [REDACTED] hours pay at the applicable rate or for actual hours worked, whichever is greater, for all work performed on Saturdays, Sundays and recognized holidays.

6. Cartage Truck Driver Conditions

- a) Trucks utilized with the sole purpose of transporting loads and no hoisting equipment is utilized will be considered as cartage and the rate paid shall be Truck Drivers rate.
- b) It is understood that regular Boom Truck or Crane Operators may refuse to accept assignments as a Truck Driver for a rate lower than his regular applicable rate without fear of reprisal from the company unless the lower rate has been agreed to in writing by the Employee and a copy of the agreement is sent to the Union Hall.

7. Health and Welfare Trust Fund

Each Employer subject hereto shall contribute the amount established in the respective wage schedule for each and every hour worked by an Employee covered by this Agreement to the International Union of Operating Engineers Local 870 Health and Welfare Trust Fund, P.O. Box 1112, Saskatoon, SK, S7K 3N2. The Employer shall have the option to remit using electronic fund transfers.

8. 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, P.O. Box 1112, Saskatoon, SK, S7K 3N2. The Employer shall have the option to remit using electronic fund transfers.

9. Apprentices

Contributions to the Pension Trust Fund on behalf of Apprentices shall be calculated on the basis of [REDACTED] of the Employee's gross wage rate (Basic Wage Rate + 4% Statutory Holiday Pay + 6% Vacation Pay) but in any case shall not exceed the contribution amounts above.

Truck Driver, Servicemen/Cartage Addendum - Truck Driver

The contribution for Truck Driver, Servicemen shall be as shown in Appendix A Classification and Wage Rates and for Cartage Addendum - Truck Driver shall be as shown in Appendix B Classification and Wage Rates.

10. Training Trust Fund

Each Employer subject hereto shall contribute the amount established in the respective wage schedule for each and every hour worked by an Employee covered by this Agreement to the International Union of Operating Engineers Local 870 Training Trust Fund, P.O. Box 1112, Saskatoon, SK, S7K 3N2. The Employer shall have the option to remit using electronic fund transfers.

LETTER OF UNDERSTANDING

BETWEEN

EACH OF THE UNIONIZED EMPLOYERS IN THE OPERATING ENGINEERS TRADE DIVISION IN THE INDUSTRIAL AND COMMERCIAL/INSTITUTIONAL SECTORS 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: Apprentice Ratios

IT IS AGREED that representatives of the Employers and the Union shall meet annually to examine the demographics and skill sets of the workforce to review the number of additional journey persons that will be required in the next five (5) years and shall accordingly set, as targets, the number of apprentices that will need to be started in each year. The Parties shall then discuss the adequacy of the current apprentice ratios and adjust them if both deem necessary to do so.

This Letter of Understanding will be in full force for the same duration as set out in Article 22:00 of the Saskatchewan Provincial Operating Engineers Agreement (Crane Rental).

Signed this 26th day of July, 2016.

For the Union

For the Employer

- Signature on file -

- Signature on file -

- Signature on file -

- Signature on file -