

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.

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

ARTICLE 21:00 CONTRACT ADMINISTRATION AND INDUSTRY DEVELOPMENT FEES

21:01 Contract Administration and Industry Development Fees have been committed to develop and maintain Collective Bargaining Agreements and to create, support and promote programs to continually enhance the unionized construction product.

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

21:02 Each Employer subject to this Agreement shall contribute the following for all hours worked by each Employee:

a) SPB & CTC	████████	/hour	(GST N/A)
CODC Fund	████████	/hour	(Plus GST)
b) CLR	████████	/hour	(Plus GST)
CODC Fund	████████	/hour	(Plus GST)
TOTAL	████████	/hour	

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

21:03 Each Employer shall remit the total contributions in this Article no later than the fifteenth (15th) day of the month following, together with the Report Form provided for this purpose to CODC Construction Opportunities Development Council Inc., P.O. Box 4019, Regina, SK, S4P 3R9.

21:04 The Union shall provide a summary of the total hours worked by Employees for each Employer on a monthly basis and shall submit the list to CODC by the fifteenth (15th) of the month following.

21:05 In the event of a failure on the part of any Employer to contribute the funds as required in this Article, the SPB & CTC or CLR may collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision in this Collective Agreement, by either the SPB & CTC or CLR in its own name against the subject Employer. Such a grievance may be referred by the SPB & CTC or CLR to arbitration without being processed through any intervening steps other than written notice of the grievance and the reference of the grievance to arbitration. The parties to the grievance for the purposes of appointment of the Arbitrator shall be the SPB & CTC or CLR and the subject Employer. The unsuccessful party shall pay the costs of the Arbitrator. The SPB & CTC or CLR may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

ARTICLE 22:00 FAVOURED NATIONS

22:00 No agreement embodying any terms or conditions more favourable to any other Employer than the terms and conditions embodied in this Agreement shall be signed by the Union with any other Employer engaged in construction within the geographical jurisdiction of this Agreement. In the event that any more favourable terms or conditions are extended to any other Employer by the Union or included in any agreement signed by the Union with any other Employer and made operative during the life of this Agreement, then such more favourable terms and conditions shall immediately apply to this Agreement, and be in force and effect as an amendment to this Agreement as though included herein.

ARTICLE 23:00 DURATION OF AGREEMENT

23:01 The Agreement shall be effective August 17, 2014 and shall remain in full force and effect until midnight, April 30, 2019, and thereafter from year to year provided that at any time not more than sixty (60) days and not less than thirty (30) days before the expiry date or any extended term thereof, either Party may give to the other Party written notice to terminate the Agreement or to negotiate a revision thereof and should such notice be given, the Parties shall, in accordance with the Saskatchewan Employment Act, bargain collectively with a view to renewal or revision of this Agreement or the conclusion of a new Agreement.

APPENDIX "A"

Overburden & Site Preparation

1. Classification and Wage Rates

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

Classification

EFFECTIVE AUGUST 17, 2014

	Base Rate	Stat. Hol. Pay	Vacation Pay	H&W	Pension Fund	Trng Fund	Org Fund	Total Pckg
Foreman	████	████	████	████	████	████	████	████
Journeyman	████	████	████	████	████	████	████	████

GROUP 1

August 17, 2014

Rate	████
Recognized Holiday Pay 4.5%	████
Vacation Pay 6%	████
Pension	████
Health & Welfare	████
Training Fund	████
Organizing Fund	████
Total Package	████

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

Classification

GROUP 2

August 17, 2014

Rate	██████████
Recognized Holiday Pay 4.5%	██████████
Vacation Pay 6%	██████████
Pension	██████████
Health & Welfare	██████████
Training Fund	██████████
Organizing Fund	██████████
Total Package	██████████

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

Classification

GROUP 3

August 17, 2014

Rate	██████████
Recognized Holiday Pay 4.5%	██████████
Vacation Pay 6%	██████████
Pension	██████████
Health & Welfare	██████████
Training Fund	██████████
Organizing Fund	██████████
Total Package	██████████

Forklift, Zoom Boom, Packer, Skid Steer

Classification

GROUP 4

August 17, 2014

Rate	██████████
Recognized Holiday Pay 4.5%	██████████
Vacation Pay 6%	██████████
Pension	██████████
Health & Welfare	██████████
Training Fund	██████████
Organizing Fund	██████████
Total Package	██████████

Oiler, Helper

2. Utility Operators

a) Utility Operator - Definition:

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

3. Apprentices

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

An apprentice shall refer to an apprentice within the meaning of the Apprenticeship and Trade Certification Act.

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

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

1st Year	0 - 750 hours	50% of rate
	750 - 1500 hours	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

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 [REDACTED] cents per hour for all hours worked.

6. Recognized Holiday pay

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

7. Vacation Pay

Annual vacation pay shall accrue at the rate of [REDACTED] calculated on gross earnings and shall be paid weekly.

8. Health and Welfare Trust Fund

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

9. Pension Trust Fund

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

Contributions to the Pension Trust Fund on behalf of an Indentured or Unindentured Apprentice shall be calculated on the basis of 18% of the Apprentice's gross wage rate (basic wage rate + 4.5% statutory holiday pay + 6% vacation pay) but in any case shall not exceed the contribution amounts above.

10. Training Trust Fund

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

11. Organizing Fund

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

12. Employee and Family Assistance Plan

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

13. Building Trades Per Capita Deduction

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

14. Contract Administration and Industry Development Fees

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

Welders

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

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

APPENDIX "A-b"

EMPLOYEE TERMINATION RECORD

NAME _____ DATE _____

ADDRESS _____ PROJECT _____

CITY/PROV _____ PROJECT # _____

PHONE _____

Reason for Termination

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

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

Other Monies 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 his designate, complete the Special Projects Information Sheet by certifying those terms or conditions which are to be amended or deleted and, in the case of an amendment, particulars of the amendment.
4. The Local Union shall, at the time when the Special Projects Information Sheet is signed by the Local Union, return it to the Employer and the CLR (within 48 hours, excluding Saturdays, Sundays and recognized holidays, of the request being made) that it has agreed to a special project provision. The Local Union agrees, subject to the terms of this Appendix, to offer the same terms and conditions to other Employers bidding on the special project.
5. The Employer shall, upon receipt of the Special Projects Information Sheet signed by the Local Union, be entitled to bid on the special project using the terms contained in the Special Projects Information Sheet. Except as specifically modified in the Special Projects Information Sheet, the Employer shall be governed by the terms and conditions of this Collective Agreement.
6. The parties specifically acknowledge and agree that the issuance of an Special Projects Information Sheet shall be at the sole discretion of the Local Union. The parties further acknowledge and agree that the terms and conditions granted in respect to the special project apply only to Employers, whether contractors, subcontractors or otherwise, who are parties to this Collective Agreement.
7. The terms of an Special Projects Information Sheet shall continue for the duration of the enabled project notwithstanding that this Collective Agreement may expire prior to the completion of the project.
8. The exercise by the Local Union of any discretion under this Appendix shall not be subject to any grievance or arbitration procedure.

APPENDIX "B"

SPECIAL PROJECTS INFORMATION SHEET

DATE REQUESTED: _____ RETURN REQ'D BY: _____

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

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

PROJECT: _____

OWNER: _____

LOCATION: _____

VALUE: _____ BID TO: _____

TENDER CLOSING DATE: _____ PEAK MANPOWER: _____

START DATE: _____ COMPLETION DATE: _____

KNOWN BIDDERS:	
UNION	NON-UNION

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

ITEM	DESCRIPTION

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

Business Representative, Local Union

Contractor Representative

LETTER OF UNDERSTANDING

FOR INDUSTRIAL CONSTRUCTION IN THE PROVINCE OF SASKATCHEWAN

BETWEEN

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

(Hereinafter Referred to as the "Employer")

- AND -

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

(Hereinafter Referred to as the "Union")

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

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

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

Less than seven (7) working days - [REDACTED]
Seven (7) working days or more - [REDACTED]

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

Signed this _____ day of _____, 2020.

For the Union

For the Employer

LETTER OF UNDERSTANDING

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

BETWEEN

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

(Hereinafter Referred to as the "Employer")

- AND -

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

(Hereinafter Referred to as the "Union")

RE: Subsistence Review Committee

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

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

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

This Letter of Understanding shall be in full force and effect from the same date of signing and for the same duration as stated in Article 23:01 of the Saskatchewan Provincial Operating Engineer Agreement.

Signed this _____ day of _____, 2020.

For the Union

For the Employer

LETTER OF UNDERSTANDING

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

BETWEEN

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

(Hereinafter Referred to as the "Employer")

- AND -

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

(Hereinafter referred to as the "UNION")

Re: Alternative Grievance Resolution

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

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

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

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

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

It is further agreed that:

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

3. The decision of the alternative system will be restricted to the case being arbitrated and will not be precedential in nature.

4. The parties will jointly share the costs of the hearing process.

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

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

Signed this _____ day of _____, 2020.

For the Union

For the Employer

