

**PROJECT AGREEMENT
FOR POWER PLANT MAINTENANCE
BOUNDARY DAM POWER STATION
POPLAR RIVER POWER STATION
SHAND POWER STATION**

BETWEEN:

**The Boilermaker Contractors' Association of Saskatchewan ("BCA") and CLR
Construction Labour Relations Association of Saskatchewan Inc. ("CLR"), as
Representative Employers' Organizations and exclusive Bargaining Agents.**

(Hereinafter referred to as the "Employers")

- AND -

**The Saskatchewan Provincial Building and Construction Trades Council and
Affiliated Unions Signatory Hereto**

(Hereinafter referred to as the "Unions")

Purpose

For the purpose of maintenance, repair and renovation work for POWER PLANT
MAINTENANCE, as specified above located in Saskatchewan.

**Effective February 3, 2019
Expires December 31, 2023**

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PREAMBLE

Whereas the Employer is engaged in the business of plant maintenance, repair and renovations and this work is of importance to the Unions herein listed, and it being recognized there is an essential difference in the conditions required to perform this type of work, the Unions herein listed with the Employer wish to enter into an agreement for their mutual benefit covering work of this nature.

Whereas the Unions have in their membership throughout the area members competent and qualified to perform the work of the Employer.

Whereas the Employer employs members of the Unions on maintenance, repair and renovation work recognized the Unions of the AFL-CIO as being within the jurisdiction of said Unions.

Whereas, in order to ensure relative equity and uniform interpretation and application, the Unions, through the duly appointed representatives wish to negotiate and administer the said Collective Agreement in concert, each with the other, and all with the Employer.

Whereas, the Employer and the Unions desire to mutually establish hours of work and working conditions for the workers on an area basis to the end that satisfactory conditions and harmonious relations will continue to exist for the benefit of both parties to this Agreement.

Whereas the Employer and the Unions agree that, due to the particular nature of the work covered by this Agreement, there shall be no lock-outs or strikes during the life of the Agreement, and provisions must be made to achieve this end.

Whereas, it is recognized that all Employees covered by this Agreement shall have the protection of all existing Federal, Provincial and Local laws applicable to Employees in general, any provisions in this Agreement which are in contravention of any Federal, Provincial or Municipal regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which law or regulation is applicable.

It is, therefore, agreed by the undersigned Employer and the undersigned Unions that in consideration of the mutual promises and covenants contained herein, the Project Agreement be made as follows:

ARTICLE 1:00 RECOGNITION AND SCOPE

- 1:01 The Employer recognizes the Unions as the exclusive bargaining agent for a bargaining unit comprising all Employees in the employ of the Employer engaged in supplemental contract maintenance work. This Agreement shall not apply to timekeepers, engineers, field office, clerical workers or to Employees above the rank of general foreperson. The scope of this Agreement covers work of a maintenance, repair, renovation and demolition nature that the owner elects to contract out, and is in force or effect on the particular job site for crafts prepared to work under the terms and conditions of this Agreement.
- 1:02 The Employer agrees to offer the conditions contained herein to the applicable crafts wherever necessary, crafts working under the terms of this Agreement shall be dispatched from their respective hiring halls and shall be paid wages and benefits in accordance with the Appendices.
- 1:03 Maintenance work that the Employer performs involves maintaining operating units that in almost all cases must be kept running. This situation means that much of the work is of an emergency nature and therefore, will require at times the acceptance of extreme fluctuations in the labour demands made by the Employer and the Unions. The Unions, by this Agreement, completely understand the necessity of these extremes and agree to make every effort to fulfil the workforce requirements of the Employer.
- 1:04 All work that is new construction shall be paid in accordance with the terms and conditions of the applicable Provincial Construction Agreement.

ARTICLE 2:00 UNION SECURITY

- 2:01 All Employees under this Agreement, as a condition of employment, shall be members of or secure membership in a Signatory Union and maintain such membership in good standing.
- 2:02 When Employees are required:
- (a) The Local Union Business Representative will be contacted by the Employer on all occasions when workers are required and the Employer shall state that the workers are required for maintenance work, and also state:
 - (i) Whether they are to be day rated, or for shift work.
 - (ii) The Union agrees to furnish qualified, skilled workers on request. In the event a Union is unable to fill a requisition for Employees within two (2) working days of the request (Saturdays, Sundays and recognized holidays excluded), the Employer shall have the right to employ qualified skilled workers from other available sources. All Employees shall obtain a clearance and/or referral slip from the appropriate Union office before starting a job unless otherwise provided for.
 - (b) For just and sufficient cause, the Employer shall retain the right to reject any worker referred by the Union.

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- (c) The Employer may request Employees who have special skills.
- (d) The Employer may name hire as per the respective trade's provincial industrial construction collective agreement.

2:03 Workers referred to the job by the Local Union Representative, shall report to the Supervisor in charge.

2:04 The Employer may transfer Employees covered by this Agreement and Appendices with special skills or qualifications to projects where forces are being increased. Transfers are not permitted to displace existing Employees.

2:05 Hiring of qualified members for work at the Site shall be granted as follows: Preference shall be given to Saskatchewan residents.

The Employer shall hire all employees through the appropriate Local Union office for the performance of all work within the scope of this Agreement. Except for the core crew workforce, a qualified member who is a local resident shall count as a name hire.

The Unions agree that a total core workforce of eight (8) local residents can be attained for the Boundary Dam and Shand Power Stations. The Unions agree that a total core workforce of two (2) local residents can be attained for the Poplar River Power Station. Best efforts will be given to provide more local residents.

2:06 The Employer agrees to deduct and remit Union dues and other deductions in accordance with the following:

Upon receipt of authorization from the Employee, the Employer shall deduct from all Employees coming within the scope of this Agreement, from the first pay period of each month, monthly Union dues, initiation fees, or other assessments in the amount prescribed by the Local Union.

2:07 From each pay period, Union Field Dues in the percentage of gross hourly wages or other amount as may be designated by the Local Union.

2:08 The above deductions shall be remitted promptly by the 15th of the following month, to the Local Unions. Each remittance shall be accompanied by a list showing the name and social insurance number of the Employees on whose behalf the deduction was made.

2:09 **Building Trades Per Capita Deduction**

The Employer agrees **to deduct from each Employee** covered by the terms of this Agreement, five cents (\$0.05) per hour for each hour worked by the Employee. Such deduction(s) to be remitted not later than the fifteenth (15th) day of the following month and made payable in accordance with each Union's Construction Agreement. 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.

2:10 Should it be necessary to reduce the working forces on the job the Employer shall layoff or terminate their Employees in the following sequence:

- (a) The probationary member.
- (b) The travel card members from other Local Unions.
- (c) Sister Union in Saskatchewan
- (d) The members of the Local Union in whose jurisdiction the work is being performed.

Except that:

- (i) The existing ratio of apprentices shall not be reduced until the work force reaches six (6) Employees.
- (ii) Consideration must also be given to retain sufficient Employees on each job classification to suit the nature of the work remaining.

The Job Steward shall be given adequate prior notice in order to review the names of employees who are being terminated or laid off.

ARTICLE 3:00 MANAGEMENT RIGHTS

3:01 It is the Employer's right to operate and manage its business in all respects in accordance with its responsibilities and commitments. The location of the jobs, the choice of equipment, the schedule of installation, the methods and means of installation, are solely and exclusively the responsibility of the Employer.

3:02 The Employer has the right to make and alter, from time to time rules and regulations to be observed by the Employees, provided that they are not inconsistent with this Agreement.

It is an exclusive function of the Employer to hire, promote, demote, transfer, suspend, layoff, discipline or discharge for just cause, Employees in the bargaining unit, subject to the provisions of this Agreement.

3:03 The Employer shall have the right to transfer Employees within the jurisdiction of the Union Local on jobs covered by this Agreement.

3:04 The selection and appointment of General Foreperson and Foreperson is solely the responsibility of the Employer in keeping with this Agreement. The designation and determination of the number of General Foreperson and Foreperson is the sole responsibility of the Employer.

Forepersons shall be journeypersons wherever possible.

3:05 It is agreed on jobs that require a small crew (6 workers or less) for economic reasons the foreperson may be a working foreperson.

ARTICLE 4:00 DEFINITIONS

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- 4:01 Maintenance shall be work performed for repair, replacement, renovation, revamp and upkeep of property, machinery and equipment within the limits of the plant property or other location related directly thereto.
- 4:02 The word "repair", used within the terms of this Agreement and in accordance with maintenance is work required to restore by replacement of parts of existing facilities to efficient operating condition.
- 4:03 The word "renovation" used with the terms of this Agreement and in connection with maintenance, is work required to improve and/or restore by replacement or by revamping parts of existing facilities to efficient operating conditions.
- 4:04 The term "existing facilities" used within the terms of this Agreement, is limited to a constructed unit already completed and shall not apply to any new unit to be constructed in the future, even though the new unit is constructed and/or connected to existing facilities on the same property or premises.

ARTICLE 5:00 GRIEVANCE PROCEDURE

- 5:01 An Employee may take up any matter direct with the Employer at any time and the Employer retains the right to explain its views on any matter to its Employees directly, through a meeting, by notice or other lawful means.
- 5:02 It is the mutual desire of the Parties hereto that complaints of Employees shall be addressed as quickly as possible and it is agreed that an Employee has no grievance until s/he has first given his/her Foreperson or Supervisor an opportunity to address his/her complaint. All time limits hereinafter stated shall be mandatory. Should time limits expire the grievance shall be deemed abandoned. Time limits may be extended by mutual consent of the designated Employer representative and the Union.
- 5:03 **Grievance Procedure**
- Step 1:** Any Employee who claims to have a grievance shall, along with the Job steward if one has been selected on the job, refer the matter within three (3) working days of the occurrence of the event giving rise to the grievance to his/her immediate Foreperson or Supervisor, who shall give a reply with respect thereto within twenty-four (24) hours.
- Step 2:** Should the reply of the Foreperson or Supervisor be not acceptable, the claim shall be reduced to writing and submitted by the Union within ten (10) working days of the receipt of the reply in Step 1 to the Foreperson in charge of the project and to the designated office of the Employer. The Employer shall either request a further discussion with the Union Representative or render a decision in writing to the Union within ten (10) working days following receipt of the claim. Any dispute or question between the Parties hereto arising out of the terms of this Agreement or respecting application or interpretation of same shall be considered a grievance and shall be dealt with in the manner herein provided.
- 5:04 If any Employee claims s/he has been unjustly discharged by the Employer, his/her complaint shall be treated as a grievance if a written statement of claim is given by the Steward to the

Foreperson in charge of the project within twenty-four(24) hours of notice of dismissal and a written statement of claim is mailed by the Union Representative to the designated office of the Employer within ten (10) working days of the notice of dismissal.

Unless the complaint is so reported within the specified time, his/her employment shall be deemed to have terminated when s/he was dismissed and such dismissal shall not constitute a grievance at a later date.

5:05 Should the Employer have a complaint with respect to the conduct of the Union, its officers, committee persons or stewards, the Employer may process a grievance by submitting same in writing to a Union Representative. On receipt of the Employer's grievance, the Union shall consider same and shall render a decision in writing to the Employer within ten (10) working days following receipt of the claim.

Step 3: If the Employers decision (Step 2) or the Business Manager's decision in 5:05 is unacceptable, the grievance shall then be discussed within a further five (5) working days of receipt of either reply at a meeting of the International Vice-President or his/her designated representative and a representative of the Employer. If the matter is not resolved within these five (5) working days the matter shall be referred to Step 4.

Step 4: Before proceeding to Arbitration, the parties shall advise an authorized representative of the appropriate Representative Employers Organization "REO" of the details. At the request of either party, the grievance may be discussed between an International Officer of the Union, an authorized representative of the Saskatchewan Provincial Building & Construction Trades Council, an authorized Employer Representative and an authorized representative of the appropriate REO in order to obtain an interpretation of the Collective Agreement in connection with the grievance. If the matter is still not resolved within five (5) working days of referral to the appropriate REO, then at the request of either party the grievance may be referred to arbitration.

5:06 **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 the next step as outlined in 5:07.

5:07 Arbitration

The decision of the majority of the Board of Arbitration shall be final and binding upon the Employer and the Union but the Board of Arbitration shall not have jurisdiction to set provisions of a new agreement, nor to make any decision inconsistent with the provisions of this Agreement, nor by its decisions, to change wholly or in part any provision of this Agreement.

- 5:08 No matter may be submitted to arbitration which has not been properly carried through all the steps of the grievance procedure.
- 5:09 When either party requests that a question be submitted to a Board of Arbitration, they shall make such request in writing addressed to the other Party within five (5) working days after the question has been dealt with in the final step of "Grievance Procedure", and at the same time shall nominate an arbitrator. The other Party shall nominate an arbitrator within five (5) working days after receipt of the written notice. The two arbitrators so nominated shall meet, and if within a further five (5) working days they fail to settle the grievance, they shall attempt to select by agreement a Chairperson of the Arbitration Board, who shall be entitled to vote on all questions, but shall not be a member of the Employer or Union. If they are unable to agree upon a Chairperson within a further five (5) working days, then the Chairperson shall be a person appointed by the Minister of Labour for the Province of Saskatchewan.
- 5:10 The Employer and the Union shall bear the expense of their respective appointees, and shall share equally the expense of the Chairperson and other expenses of the Arbitration Board.
- 5:11 The Provisions of the Saskatchewan Arbitration Act shall not apply to a Board of Arbitration established under this Section.

ARTICLE 6:00 JURISDICTIONAL DISPUTES

- 6:01 Project maintenance conditions do not always justify adherence to craft lines which, in itself, does not establish precedent or change the appropriate jurisdiction of the craft involved. The Parties agree that composite crews are essential to maintenance by contracts to ensure flexibility and continuity in maintenance. Composite crews may be formed where conditions warrant, but this is not to be construed under regular operating conditions as the Employer's prerogative to assign workers out of their usual skill classification.
- 6:02 The Employer may, if it desires, maintain a variety of skills within its group of Employees to be prepared to have skills and/or supervision for any type of work that may arise.

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- 6:03 It is understood that all Employees will work together harmoniously as a group and as directed by the Employer.
- 6:04 In the event that any jurisdictional disputes shall arise between two or more Unions represented by this Agreement, an immediate assignment of the work in question shall be made by the designated Employer representative based upon decisions and agreement of record. The work is then to continue and, if any of the Unions involved are not satisfied with the assignment, the matter shall be referred to the International Office of the Unions involved for a project decision.
- 6:05 The Employer and the Unions agree that such assignment of work involved in a jurisdictional dispute is imperative to the satisfactory operation of this Agreement and the continued operation of the Owner's plant.

ARTICLE 7:00 UNION REPRESENTATIVES

- 7:01 The Employer shall grant to accredited Representatives of the Local Unions, access to all jobs insofar as the Employer has the authority to allow such access, provided the Union Representative secures permission from the Employer's senior Representative and does not cause Employees to neglect their work.

ARTICLE 8:00 STEWARDS

- 8:01 There shall be no non-working Steward(s). The Union shall notify the Employer in writing the name(s) of its Steward(s). S/he will be allowed reasonable time to perform his/her duties. The Steward(s) shall be retained until the end of the job, provided there is work available for which s/he is qualified, otherwise the Union will be notified in order to appoint a successor(s). The Steward(s) shall not be discriminated against and shall receive his/her fair share of overtime work for which s/he is qualified.
- 8:02 Under no circumstances shall a Job Steward or any Employer Employee make any arrangements with the General Foreperson or any management personnel that will change or conflict with the terms and/or conditions of this agreement.

ARTICLE 9:00 WAGES AND BENEFITS

- 9:01 Wage rates for maintenance work shall be for this agreement, seventy-five cents (\$0.75) below the hourly base rates set forth in the applicable Provincial Construction Agreement of the member Union and shall be paid to all Employees under the terms of this agreement.
- In the event that adjustments are made to the wages and/or benefits of Provincial Construction Agreements, said adjustments shall apply to this Agreement.
- 9:02 The Employer shall pay into all funds at 100% of the amounts set out in the Provincial Construction Agreements and as outlined in the Appendices attached hereto and hereby adopts and agrees to be bound by the written terms of legally established trust agreements

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specifying the detailed basis on which payments are to be made into, and benefits paid out of such trust funds.

- 9:03 The Employer and Unions shall be bound by the Appendices attached hereto and are hereby made part of this Agreement.
- 9:04 Wages will be paid weekly by cheque or electronic direct deposit into the Employee's bank account of choice, at no cost to the Employee. The method of payment shall be as determined by the Employer. The payroll period will generally close at the end of the last Saturday shift. This will be established as a job condition and those affected so notified. Wages will be distributed or electronically direct deposited no later than the end of the regular eight (8) hour Thursday shift. A printed confirmation of earnings and deductions shall be included with cheque or for electronic deposits delivered to the jobsite or mailed to the Employee's address on record or sent electronically, as agreed between the Employer and Employee, to the Employee's email address on record.
- 9:05 In all cases of termination a Termination Sign-off form, in the form of Appendix A, which includes the hours worked by the Employee in the final pay period, shall be completed and provided to the Employee to finalize his/her employment. The form shall be signed by both the Employee and the Employer's supervisory authority.

When an Employee is laid off or terminated, payment of all monies owing including final wages and vacation pay due, Record of Employment and apprenticeship books shall be made or mailed to his/her last known address not later than three (3) business days of the layoff or termination. Final payment and Record of Employment may also be completed electronically, as agreed between the Employer and Employee.

If the Employer fails to comply with this requirement, the Employee shall receive an additional sum equivalent to eight (8) hours pay at straight time rates.

ARTICLE 10:00 HOURS OF WORK

- 10:01 The schedule of hours of work, as set down in this Agreement shall not be considered as a guarantee of hours of work per day or per week.
- 10:02 The Employer does not guarantee to provide work to any employee for regularly assigned hours except as provided for in this Agreement. Eight (8) hours shall constitute a normal day's work. The normal hours of work shall be between the hours of 7:00 a.m. and 5:30 p.m. for an eight (8) hour day with one half (½) hour for lunch between the hour of 12:00 noon and 1:00 p.m. Forty (40) hours shall constitute a normal week's work, Monday through Friday inclusive.

The employer may utilize a ten (10) hour work day running either Monday to Thursday with Friday as a make up day or Tuesday to Friday.

By mutual agreement in writing between the Employer and the Business Manager, the foregoing starting and quitting times may be changed to suit job requirements or conditions.

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If the starting and/or quitting times are changed without mutual agreement the applicable overtime rates shall be paid before or after the above hours as a result of the change of the times.

10:03 Rest Breaks

It is agreed that all Employees of the Employer covered by this Agreement will be permitted time in the morning and afternoon to drink coffee or refreshments during the regular working hours. It is, however, understood that this shall be done in such a manner as to not stop the normal operation of the job. For an eight (8) hour shift there shall be two (2) ten (10) minute rest breaks. For a ten hour shift there shall be two (2) fifteen (15) minute rest breaks.

On a ten hour the employer may also utilise the option of having two (2) thirty (30) minute paid rest breaks on a ten (10) hour shift. If the two (2) thirty (30) minute paid rest breaks are being used the employees are not entitled to the lunch break in 10:02.

10:04 Additional Shifts

A shift premium of three dollars (\$3.00) per hour worked shall be paid for all second and third shifts. The Employer shall give the Employee a minimum eight (8) hours notice of shift change.

10:05 Overtime

- (a) All hours worked by an Employee prior to or after the Employee's regular shift shall be considered overtime. The first 4 (four) hours after an 8 (eight) hour shift or the first 2 (two) hours after a 10 (ten) hour shift shall be at the rate of time and one-half (1 ½x) Monday through Friday.

The first twelve hours on Saturdays or Statutory holidays shall be at time and one half (1 ½x) hours; beyond the first twelve will be at double time (2x).

All hours worked on shifts which start on a Sunday shall be paid at double time (2x).

Employees starting a shift without having had eight (8) hours rest shall be paid at double time rate of pay until such time as they incur an eight (8) hour rest.

- (b) The 4 Day Work Week Schedule begins on Monday and ends on Thursday or begins Tuesday and ends on Fridays. When working the 4 Day Work Week Schedule all hours worked in excess of ten (10) hours on any of the four (4) days will be paid at time and one half (1 ½x), any time in excess of twelve (12) hours will be at double (2x) time. When Friday is worked as a fifth (5th) day the first twelve (12) hours will be paid at time and one half (1.5x) and all hours in excess of the twelve (12) hours will be paid at double time (2x).

10:06 Show-Up

- (a) When work cannot proceed on any day due to inclement weather or other emergency beyond the Employer's control, Employees will be paid not less than three (3) hours pay, provided that the Employee has reported for work and remains on the job for the

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full three (3) hours. The Employees entitled to Board expenses will receive the regular allowance for the day.

- (b) When an Employee has been notified prior to leaving his/her place of residence not to report for work, the three (3) hours reporting time in 10:06 (a) shall not apply.
- (c) On the initial date of hire, if work cannot proceed for reasons beyond the employee's control, the employee shall complete orientation, if required and be paid four (4) hours wages plus subsistence, if applicable.

10:07 If on any project, work cannot proceed due to shortage of material or other reason within the control of the Employer, workers living away from home will either be returned home or at the option of the Employer, and with the consent of the Employees, will be paid a maximum of four (4) hours for the days that the work delayed.

If the Employee is returned home, travel shall be paid to dispatch and return.

10:08 Call-Outs

An Employee called out for work after the Employee has completed his/her regular shift and has left the jobsite shall be paid a minimum of three (3) hours or time worked, whichever is the greater.

When an Employee is requested to start a callout less than four hours before a regularly scheduled shift, the call out will end at the start of the regularly scheduled shift and the employee will work that shift. All call out pay shall be paid at the double time rate.

10:09 Employees shall be ready for work at starting time and shall remain at work until quitting time.

10:10 Lunch Breaks During Overtime Hours

When an employee works more than ten (10) hours, a free meal (hot when possible) and beverage will be provided by the Employer immediately after the conclusion of ten (10) hours, and at each four (4) hour interval thereafter. The employee shall be allowed a thirty (30) minute meal break and shall be compensated at the straight time rate of pay. At his/her option, the Employer may advance the meal break to the conclusion of the normal working hours or any time between then and the conclusion of the ten (10) hours.

In the event the employees are asked to work past the scheduled ten (10) hour shift, the meal shall be waived for the first thirty (30) minutes of work.

When forepersons are required to arrive at work up to one half (½) hour prior to the normal starting time of the shift to organize work and/or obtain permits, they shall not be entitled to a meal or meal break unless they work more than two (2) hours beyond the end of their normal shift.

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

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10:11 Employees will be allowed time to gather and put away all their working tools and equipment prior to quitting time, unless otherwise directed by the Employer.

10:12 Where wash-up facilities are not provided, hand cleaners will be made available for use by the Employees. Wherever practicable, the Employer will provide sanitized toilets, which will be heated in cold weather.

ARTICLE 11:00 SUBSISTENCE AND TRAVEL

11:01 During the term of this Agreement, no travel allowance, mileage or pay for travel time will be paid to any Employee covered by the terms of this Agreement, except as provided in 11:04. Local residents as defined by Article 11:03 shall not be eligible for initial or terminal transportation expense.

11:02

- (a) The Employer will provide the Employee subsistence allowance toward the expense of their board and lodgings in the amount of one hundred and thirty-five (\$135.00) per day worked. Subsistence shall be paid for recognized holidays which fall on a Tuesday, Wednesday or Thursday provided the employee works the day prior to and the day following the recognized holiday.

The subsistence allowance will be reviewed after three years. The review will take into consideration the relevant market factors to determine if a change needs to be made and is subject to the client's approval.

- (b) Any subsistence request for days not worked is subject to client approval and proof of payment receipt that follows CRA guidelines.
- (c) In unique circumstances where an Employee works an excessively long shift and the shift is the Employee's last shift prior to lay off, the Employer may provide one (1) additional day's subsistence allowance.

The additional day's subsistence allowance is intended to provide the Employee the opportunity to rest after the last shift prior to returning home. Employees accepting the allowance are expected to use it to acquire appropriate rest.

11:03 Subsistence allowance will not be paid to local residents as defined below:

- (a) A local resident is a person who resides within eighty (80) road kilometers of the project.
- (b) An Employee's residence is the place where s/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 the person 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:

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- Income Tax Assessment
- Property Tax Assessment
- Unemployment Insurance
- Utilities Receipt

Subsistence allowance will not be paid to any Employee when s/he is absent from work or leaves work without written permission of the Foreperson and Supervisor, but it will be paid when work is delayed due to inclement weather or other emergency.

The above forfeiture of subsistence allowance shall be waived when the employee's absenteeism on any working day is due to a bonafide illness or absence due to compassionate grounds satisfactory to the Employer and the Union.

Written permission to leave work shall be in the form of the Leave of Absence Request Form attached as Appendix B to this Agreement. When a request is approved, the Employer shall send a copy of the completed form by facsimile to the Union.

11:04 The transportation expense shall be the vehicle allowance rate published by Canada Revenue Agency ("CRA") for the maximum rate (generally for the first 5,000 km). The transportation expense shall be adjusted as the CRA rate changes and becomes effective on the same date as the next wage adjustments.

- (a) Each Employee shall be paid a transportation expense equal to the per road kilometer rate set out by the CRA to the project site from the dispatch point. The dispatch point in all cases is Regina. For an Employee to qualify for initial transportation expense, the Employee must remain fifteen (15) calendar days or until lay-off (whichever comes first). An Employee remaining to job completion, or in the event of a lay-off, shall have his/her return transportation expense equal to the per road kilometer rate set out by the CRA paid from the project site to the dispatch point.

Employees who are transferred from the Boundary Dam or Shand Power Stations to the Poplar River Power Station, or the opposite, shall be paid a transportation expense equal to the per road kilometer rate set out by the CRA. In the event the Employee is transferred again the Employee shall be paid the transportation expense between the points of transfer. Should an Employee be laid off at the station s/he was transferred to, then the Employee shall be paid terminal transportation expense equal to the per road kilometer rate set out by the CRA to the applicable Local Union dispatch point. If an Employee declines a transfer to another power plant covered by this Agreement and is subsequently rehired within ten (10) days of a layoff by the Employer, the Employee will not be paid transportation expense to the jobsite to which s/he had declined a transfer. A Local Resident who terminates at the transfer station shall be paid transportation expense back to the original station at which s/he is a Local Resident.

An Employee shall receive at least twenty four (24) hours notice of a transfer. If the Employee is not given this notice s/he shall be paid one (1) additional day's subsistence allowance in lieu of the said notice.

- (b) Local residents shall not be entitled to initial or terminal transportation expense. For local residents thirty (30) road kilometers around the project site shall comprise a

**SASKPOWER MAINTENANCE AGREEMENT
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Free Zone. Local residents living beyond the thirty (30) road kilometers Free Zone of the Project shall be an allowance equal to the current CRA rate per kilometer from their residence to the edge of the Free Zone and return for every day the Employee works or reports for work.

- (c) In the event that the transportation expense is changed in the Provincial Construction Agreement(s), such adjusted amount shall apply to this Agreement as of the effective date of the adjustment.

11:05 Qualified for all welders shall mean possession of a "Basic Ticket" which, for structural welders means the Canadian Welding Bureau Qualification and for all other welders means a current Saskatchewan Boiler Vessels p1, F3/F4 Pressure Ticket. The Basic Ticket shall be valid for at least 30 days after the date of dispatch to the Employer.

Where the welder is from out of province and is unable to forward a copy of his/her Basic Ticket equivalent to the Union prior to arrival on the jobsite, the Contractor will fax this ticket to the appropriate Union Business Manager or Government Agency as directed by the Business Manager for the purpose of the Union to register the out-of province welder.

In the case that a welder is required to take a customer requested welding test other than for a Basic Ticket, the Employer agrees that such welder will be in the employ of the Employer while taking such tests and be placed on the payroll and paid any applicable travel allowances.

An Employee who is required to take a welding test and who passes the test and has reported for the test at the appointed time is expected to perform any available work assigned by the employer for the remainder of that work day. If the Employer has no work available for that day s/he shall be paid for the remainder of the regular day.

Upon successfully completing such tests welders who fail to report for work when notified will not be eligible for such testing time, or travel allowances if otherwise applicable.

ARTICLE 12:00 RECOGNIZED HOLIDAYS

12:01 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	

Under no circumstances shall any work be performed on Labour Day except in cases of emergency involving life or property. When a recognized holiday falls on a Saturday or Sunday, the next following work day shall be taken as an alternate day off. When two (2) recognized holidays fall on a succeeding Saturday and Sunday, the following Monday and Tuesday shall be taken off as alternate days.

Employees who are required to work on a recognized holiday shall receive appropriate overtime. Holiday pay shall be set out in the appendices attached.

ARTICLE 13:00 WORKING CONDITIONS, SAFETY AND PROTECTIVE CLOTHING

13:01 First Aid

The Employer or the Owner will provide first aid services in accordance with applicable Provincial or Federal legislation and regulations.

13:02 Safety

The Employees covered by the terms of this Agreement shall at all times while in the employ of the Employer be bound by the safety rules and regulations as established by the Employer and the Owner. These rules and regulations are to be published at conspicuous places throughout the plant. The Employer will provide to the Employee, such items of safety clothing and apparel as required by these safety rules and regulations, save and except safety boots and prescription safety glasses. WHIMIS training shall be provided by the Employer or Owner.

All employees shall be certified in the CODC Interactive Rights and Responsibilities course and the SCOT course or equivalent. It is understood that in sourcing trades people during peak periods that this may not be achievable.

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.

13:03 Protective Clothing

The Employer shall supply and maintain when necessary at no cost to the Employee coveralls, gloves for all classifications, welding jackets, welding shield, leathers or capes, raincoats, mud boots and hard hat liners when required by the work s/he is to perform.

An Employee will be deducted from his/her outstanding wages for costs of above if s/he fails to return same to the Employer upon termination of his/her employment.

13:04 The Employer shall provide clean and adequately heated lunch and change rooms with benches and tables. Areas required for eating and change shall be kept free of tools and equipment. Personal effects of the Employees shall be covered by fire insurance up to the amount of five hundred dollars (\$500.00) in each individual case, such insurance to be paid by the Employer.

13:05 The Employer shall furnish suitable drinking water from a piping system or from a clean, covered container having a drain faucet, together with disposable cups.

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13:06 For shut down work during winter months the Employer shall provide parking spaces with electrical plug-ins. If this is not possible, in extreme weather conditions the Employer shall arrange for assistance starting vehicles at the end of all shifts.

ARTICLE 14:00 SUPERVISION

14:01 The Employer reserves the right to send into the area of work as many supervisors and engineers as it deems necessary to supervise the work covered by this Agreement.

14:02 It is recognized by the Parties to this Agreement that the work covered at times requires the use of mixed crews. Where this becomes necessary, the Unions agree to cooperate with the Employer in every respect in order that the work be conducted in a most expedient manner.

In the event that an emergency arises which would not warrant the "Call-In" of other workers or others could not be reached, the Employer shall have the right to assign those on the project to such emergency work as is necessary. The Employer agrees that in such cases, it will have due regard where practicable to Union jurisdiction.

ARTICLE 15:00 TOOL ROOMS

15:01 The Employer and the Unions agree that it shall be the Owner's prerogative to maintain and operate a general centrally located tool room and warehouse. The Unions agree that the workforce required for the operation of the centrally located tool room and warehouse may at the Owner's option be employed directly by them.

15:02 If it is the intention of the Employer to establish area toolrooms and warehouses as required for efficient service in the plant, these area toolrooms and warehouses will be staffed under the terms of this Agreement.

ARTICLE 16:00 PROJECT RULES

16:01 It is recognized that in an operation of this kind, the Employer and the Unions have interests in the rules governing the performance of the work under this contract. It is agreed that such project rules and regulations will be prepared and distributed among the workers on the job and the Unions by the Employer, provided such rules do not conflict with or contravene terms of this Agreement.

16:02 It is agreed by the Unions that all of the Employees covered by this Agreement shall be made aware of these project rules and regulations by the Employer at the time of their hire and that they shall be bound by them throughout the duration of their employment.

16:03 It is further agreed that violation of these rules and regulations is direct and just cause for disciplinary action, including discharge subject to Article 5:03 Grievance Procedure.

ARTICLE 17:00 JOINT CONFERENCE COMMITTEE

17:01 The signatories of this Agreement shall form a Joint Conference Committee to meet periodically for the purpose of discussing mutual problems, matters of interest and to maintain industrial harmony.

- (a) The Joint Conference Committee shall consist of three (3) representatives of the Employers and one (1) alternate, and three (3) representatives of the Unions and one (1) alternate. All representatives shall have a demonstrated knowledge of contract maintenance. The Committee shall select a Chairperson and a Secretary from the Committee, but not both from the same group.
- (b) The Joint Conference Committee shall hold regular meetings at least twice per year, or within forty-eight (48) hours when notice is given by either Party. All matters coming before the Joint Conference Committee shall be decided by a majority vote. Four (4) members of the Committee, two (2) from each of the Parties hereto, shall constitute a quorum for the transaction of business. At all meetings of the Committee, Employer representatives and Union representatives shall each have one vote, but each Party shall have the right to cast the full vote of its representation and it shall be counted as though all were present and voting.
- (c) The Joint Conference Committee's duties shall be, but not limited to, interpretation of the agreement, attempting to settle disputes if requested, investigation and settlement of issues relating to an employee's residency and to recommend methods to improve efficiency and productivity.
- (d) The Joint Conference Committee is hereby authorized to forward to SaskPower minutes/records or parts thereof of any meeting or recommendation(s) of the Committee that it deems appropriate.

ARTICLE 18:00 NO STRIKES OR LOCK-OUTS

18:01 During the term of this Agreement there shall be no lock-outs by the Employer and no strike, slowdown or work stoppage by any of the Unions.

ARTICLE 19:00 CONTRACT ADMINISTRATION AND INDUSTRY DEVELOPMENT FEES

19:01 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

**SASKPOWER MAINTENANCE AGREEMENT
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Relations Association of Saskatchewan Inc. ("CLR"). CODC will allocate the contributions to the respective organizations as provided for in this Article.

19:02 Each Employer subject to this Agreement shall contribute the following for all hours worked by each Employee:

(a)	SPB & CTC	\$0.05/hour	(GST N/A)
	CODC Fund	\$0.03/hour	(Plus GST)
(b)	CLR	\$0.10/hour	(Plus GST)
	CODC Fund	<u>\$0.03</u> /hour	(Plus GST)
	TOTAL	<u>\$0.21</u>/hour	

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

19:03 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.

19:04 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.

19:05 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.

19:06 Employer contributions to the SPB & CTC for Boilermaker hours are included in the Boilermaker Appendix A. The Employer shall contribute six cents (\$0.06) per hour for all hours worked by Boilermakers to CODC. CLR fees do not apply to Boilermaker hours.

ARTICLE 20:00 ENABLING

20:01 Where a particular Article or Articles of this Agreement is or are a hardship, the terms and conditions of this Agreement may be modified by the mutual consent of the Parties when they deem it prudent. It is understood and agreed that where mutual agreement for such change cannot be achieved, the request shall not be subject to either grievances or arbitration.

ARTICLE 21:00 DURATION AND AMENDMENT

21:01 This Agreement shall be in full force and effect from **February 3, 2019** until midnight, December 31, 2023 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 negotiate a revision thereof and should such notice be given, the Parties shall, in accordance with the Saskatchewan Trade Union Act, bargain collectively with a view to renewal or revision of this Agreement or the conclusion of a new Agreement.

The parties to this Collective Agreement may, by mutual consent in writing, modify the terms and conditions of this Agreement by way of Appendices to accommodate any project.

**SASKPOWER MAINTENANCE AGREEMENT
2019-2024**

DATED AT _____, _____, THIS _____ DAY OF _____, 2019.

EXECUTED ON BEHALF OF THE BOILERMAKER CONTRACTORS' ASSOCIATION OF SASKATCHEWAN

Per: _____

Per: _____

EXECUTED ON BEHALF OF CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF SASKATCHEWAN INC.

Per: _____

Per: _____

EXECUTED ON BEHALF OF THE SASKATCHEWAN PROVINCIAL BUILDING AND CONSTRUCTION TRADES COUNCIL

Per: _____

Per: _____

Per: _____

Per: _____

APPENDIX "A" 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	[]
Declined Transfer	[]		

Other - Explain _____

Final Week	S	M	T	W	T	F	S	Total
Regular Hours								
Time & One Half								
Double Time								
Shift Differential								
Subsistence								

Travel km	
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Supervisor _____

Employee _____

APPENDIX "B"
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: _____

APPROVED: YES _____ NO _____

REASON FOR NON-APPROVAL: _____

EMPLOYEE SIGNATURE _____

FOREPERSON 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. If the request is approved, the Employer shall send a copy of the completed form by facsimile to the Local Union office.

APPENDIX "C"

Signatory Trade Unions

The following trade unions are signatory to this agreement:

- THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS
- THE INTERNATIONAL ASSOCIATION OF OPERATIVE PLASTERERS & CEMENT MASONS
- THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS
- THE INTERNATIONAL ASSOCIATION OF IRON WORKERS
- THE CONSTRUCTION AND GENERAL WORKERS
- THE INTERNATIONAL UNION OF OPERATING ENGINEERS
- THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES
- THE UNITED ASSOCIATION OF PLUMBERS & PIPEFITTERS
- THE SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION

LETTER OF UNDERSTANDING
FOR THE SASKPOWER MAINTENANCE AGREEMENT

BETWEEN

**CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF SASKATCHEWAN INC. AND
BOILERMAKER CONTRACTORS ASSOCIATION OF SASKATCHEWAN, AS THE REPRESENTATIVE
EMPLOYERS' ORGANIZATIONS HAS ENTERED INTO THIS AGREEMENT;**
(Hereinafter Referred to as the "Employer")

- AND -

THE SASKATCHEWAN PROVINCIAL BUILDING AND CONSTRUCTION TRADES COUNCIL
(Hereinafter Referred to as the "Union")

RE: Job Ready Dispatch

The Unions and Employers will develop a liaison council with the client's input to determine what is required and develop a job ready dispatch program that recognizes Saskpower's needs regarding each individual trade.

Signed this _____ day of _____, 2019.

EXECUTED ON BEHALF OF:

**THE BOILERMAKER CONTRACTORS' ASSOCIATION OF
SASKATCHEWAN**

EXECUTED ON BEHALF OF:

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

EXECUTED ON BEHALF OF:

**SASKATCHEWAN PROVINCIAL BUILDING TRADES AND
CONSTRUCTION TRADES COUNCIL**

LETTER OF UNDERSTANDING

BETWEEN:

The Boilermaker Contractors' Association of Saskatchewan ("BCA") and CLR Construction Labour Relations Association of Saskatchewan Inc. ("CLR"), as Representative Employers' Organizations and exclusive Bargaining Agents.

(Hereinafter referred to as the "Employers")

- AND -

The Saskatchewan Provincial Building & Construction Trades Council and The United Brotherhood of Carpenters and Joiners of America and the Construction Unions Signatory Hereto.

(Hereinafter referred to as the "Unions")

RE: Liaison Committee

The Parties agree to establish a liaison committee, which will meet at least annually or at the request of a Party for the purposes of developing a better understanding of the agreement and to jointly explore solutions to industry issues as they arise.

Furthermore, the Parties agree to meet at least six months prior to the expiry of the Agreement to determine the protocol and process for the renewal of the SaskPower Maintenance 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 20:00 of the SaskPower Maintenance Agreement.

Signed this _____ day of _____, 2019.

EXECUTED ON BEHALF OF:

**THE BOILERMAKER CONTRACTORS' ASSOCIATION OF
SASKATCHEWAN**

EXECUTED ON BEHALF OF:

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

EXECUTED ON BEHALF OF:

**SASKATCHEWAN PROVINCIAL BUILDING TRADES AND
CONSTRUCTION TRADES COUNCIL**
