

PROJECT AGREEMENT

(Herein referred to as the “Agreement”)

For the

SaskPower

(Herein referred to as the “Owner”)

Great Plains Power Station (Moose Jaw)

(Herein referred to as the “Project”)

BETWEEN

The Boilermakers’ Contractor Association of Saskatchewan (“BCA”) and the CLR Construction Labour Relations Association of Saskatchewan Inc. (“CLR”)

as Representative Employers Organizations and exclusive Bargaining Agents on behalf of Building Trade contractors working on the Project

(Herein referred to as the “Contractor”)

- AND -

The Saskatchewan Provincial Building & Construction Trades Council, Affiliated and other Building Trade Unions Signatory Hereto

(Hereinafter referred to as the “Trade Unions”)

Effective June 9, 2020

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ARTICLE 1:00 PURPOSE

1:01 The purpose of this Agreement is to:

- (i) govern wages and working conditions;
- (ii) promote harmonious relations;
- (iii) foster practices which will enhance project success for all the Parties;
- (iv) ensure a high level of safety on the Project;
- (v) address certain issues required by the Project not generally addressed in the Provincial Construction Agreements; and
- (vi) foster a close working relationship between the Parties bearing in mind that the Contractors and the Trade Unions must give their full support and service to the Owner.

ARTICLE 2:00 DEFINITIONS

“Agreement” means the Project Collective Agreement for the Project.

“CODC” means the CODC Construction Opportunities Development Council Inc.

“Contractor or Employer” means any and all Trade Union signatory contractors and sub-contractors working on the Jobsite.

“Council” means the Saskatchewan Provincial Building & Construction Trades Council.

“CRA” means the Canada Revenue Agency.

“EPCM” means Engineering, Procurement and Construction Managements organization that has been engaged by the owner to execute and deliver the construction of this project.

“Jobsite” means that part of the Project site.

“KM or Kilometer” means kilometer by road.

“Local Resident” – a Local Resident is a person who has resided within eighty (80) kilometres of the Project, for at least six (6) months immediately preceding the date of hire.

“Lockout” means one or more of the following actions taken by a Contractor(s) for the purpose of compelling Employees to agree to terms and conditions of employment:

- (a) suspension of work;
- (b) a refusal to continue to employ Employees.

“Owner ” means SaskPower

“Parties” means the Representative Employers Organizations, the Contractor(s), the Saskatchewan Provincial Building & Construction Trades Council and the Trade Unions.

“Project” means all of the construction work associated with the onsite erection and installation of the equipment for the Moose Jaw Power Station.

“Provincial Construction Agreements” means the province-wide industrial collective agreements and the two Overburden and Site Preparation agreements, negotiated between the Trade Unions and the Representative Employers Organizations pursuant to the provisions of the *Saskatchewan Employment Act*.

“Representative Employers’ Organization” means an employers’ organization designated pursuant to the *Saskatchewan Employment Act*, to be the exclusive bargaining agent for Employers in a Trade Division.

“Residence” means a local person'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 s/he resides.

Original Documents (not photocopies) are required for proof of residence. These will be verified by the employer, copied and returned. Original digital copies may also be acceptable. Two (2) of the following are acceptable:

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

For travelers from outside Saskatchewan only:

- Travelers may present a travel card document issued by their home local union to the Saskatchewan local union, which includes the worker’s home local union membership number, plus any one of the 4 documents required above.

“SCOT” means Safety Construction Orientation Training.

“Strike” means any of the following actions taken by Employees:

- (a) a cessation of work or a refusal to work or to continue to work by Employees acting in combination or in concert or in accordance with a common understanding; or
- (b) other concerted activity on the part of Employees in relation to their work that is designed to restrict or limit output or the effect of delivery of services.

“Trade Union” means any union signatory to this Agreement.

“Union Member or Employee” means a member in good standing with a Trade Union which is signatory to this Agreement.

ARTICLE 3:00 NO BARGAINING RELATIONSHIP FOR SASKPOWER OR EPCM

3:01 It is understood by the Parties hereto that no bargaining relationship is created by SaskPower or the EPCM, with a Trade Union, the Council, or any affiliate of the Council, by voluntary recognition or by action of law pursuant to the *Saskatchewan Employment Act*.

3:02 Similarly, where SaskPower and/or the EPCM has participated in any way in the processes and administrative matters contemplated in this Agreement, it is only for the purposes of this document and the enhancement of the Project and in no way can be construed to be creating a bargaining relationship, extending a voluntary recognition or taking actions which, by action of law, would bind SaskPower to any Collective Agreement with a Trade Union, the Council, or any affiliate of the Council.

3:03 Where SaskPower is mentioned in this document, the terms shall be taken to mean the person or persons designated by SaskPower in respect to participation in the administration of portions of this Agreement, wherever that context is appropriate.

3:04 Where the EPCM is mentioned in this document, the terms shall be taken to mean the person or persons designated by the EPCM in respect to participation in the administration of portions of this Agreement, wherever that context is appropriate.

ARTICLE 4:00 SCOPE

4:01 The terms of this Agreement shall apply to all construction work performed on the Project at the Jobsite by a Contractor. Any matters not covered by this Agreement including wages, fringe benefits, and other terms and conditions of employment shall be governed by applicable Provincial Construction Agreements. In the event a conflict arises between

the terms of this Agreement and the terms of the Provincial Construction Agreements, the terms of this Agreement shall apply. Any revisions to the Provincial Construction Agreements relating to matters not covered by this Agreement shall apply to all work done on the Project from and after the effective date of the said revisions.

4:02 The Trade Unions agree that the Contractor(s) or sub-contractors are not, by signing of this Agreement, or by involvement in this Project, voluntarily recognizing the Trade Unions that are signatory to this Agreement.

4:03 Each Contractor shall provide notification to the Parties to this Agreement 30 days prior to the intended release of hold backs to subcontractors in order to allow the Parties an opportunity to forward a claim of any unpaid contributions or deductions required in this Agreement.

4:04 This Agreement may be reviewed by the Parties from time to time in consultation with SaskPower and/or the EPCM.

4:05 The work scope covered by this Project Collective Agreement includes all work within the battery limits of the project, offsite modular construction and offsite original equipment manufacturer (OEM) assembly.

4:06 The respective Provincial Collective Agreements form part of this Project Agreement and are incorporated as part of it. Where a conflict between the respective Provincial Collective Agreement and this Agreement occurs, the terms of this Agreement takes

ARTICLE 5:00 ALCOHOL & DRUG POLICY, PRO CARE

5:01 The Owner and the Parties to this Agreement are committed to maintaining a safe and productive work environment for all Employees and other persons on the Project. The *CODC Alcohol & Drug Policy & Procedures* ("CODC Policy") shall be the minimum standard and a requirement for this Project including pre-access testing, which has been made a requirement by the Owner.

5:02 Section 9.4.2 of the CODC Alcohol and Drug Policy (Dated October 1, 2018), or its successor clause in future versions, relating to the payment of wages for passed pre- access alcohol and drug tests shall be reduced to one hour paid time for a passed test. Further, any similar or related language in a respective provincial construction agreement shall be amended to one hour of pay as well. .

5:03 PRO Care Employee and Family Assistance Plan

CODC has established the right of participation of in-scope employees working under the terms and conditions of a Provincial Construction Agreement in the PRO Care Employee

and Family Assistance Plan or its successor plan. It is the obligation of each Employer to enroll all employees in the Plan by reporting the required information of each employee and hours worked on a monthly basis. Employer reports are to be made by the 15th of the month following through the CODC secure data administration system at www.codc.ca.

ARTICLE 6:00 HIRING

6:01 Hiring provisions under this agreement will be pursuant to the respective provincial collective agreement.

6:02 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.

ARTICLE 7:00 SOCIO-ECONOMIC CONSIDERATIONS

7:01 **Underrepresented Groups**

The early and continued participation of members of underrepresented groups (First Nations, Metis, Women and Visible Minorities) is desirable; accordingly, the Parties agree to optimize employment and training opportunities for such qualified members of these communities under these Project Terms.

7:02 **Apprentices**

The Parties agree to cooperate in attaining the optimal training and deployment of apprentices on the Project. The employment of apprentices will be promoted throughout the duration of the Project, and shall endeavor to provide for a spectrum of apprentices from the first year through to fourth year (as appropriate to the respective trade).

ARTICLE 8:00 WAGES & TRUST FUNDS

8:01 Wages shall be per the attached wage summaries.

8:02 The Contractor and all sub-contractors shall pay amounts required to be paid into trust funds under the Provincial Construction Agreements. The Contractor authorizes the Parties to such trust agreements to appoint trustees and to administer the trust funds in accordance with the trust.

ARTICLE 9:00 CONTINUITY OF WORK & SITE STABILITY

9:01 The Contractor shall not lock-out any Employee during the term of this Agreement.

9:02 No Employee employed on the Project shall strike during the term of this Agreement. No person, Employee, or Trade Union shall declare, authorize, participate in, counsel or encourage a strike during the term of this Agreement.

9:03 No Employee, Employer, or Union shall refuse to handle any material, products, or equipment on the basis of the origin of that material, product or equipment.

ARTICLE 10:00 WORK WEEK SCHEDULE & JOBSITE CLOSURES

10:01 Work Week Schedule

The work week schedules are attached in Appendix B to this agreement.

10:02 Overtime

Subject to the respective overtime provisions in the respective provincial construction agreements, the first 10 hours of work on Saturdays shall be paid at one and one-half times (1.5x) rate.

10:03 Show up time.

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, s/he shall receive a minimum of three (3) hours pay at the applicable rate of pay or the actual waiting time.

10:04 Job Site Closures

Certain periods in the year may be designated during which construction activity on the site may be suspended or significantly reduced in order to accommodate holiday periods such as the Christmas/New Year's period or other circumstances. If an employee is held out of service longer than scheduled, through no fault of their own, they will be considered terminated.

The Employer may also be required to maintain its services during such periods in order to meet Project needs.

10:05 Records of Employment

Records of Employment shall be submitted electronically in accordance with Service Canada requirements within the timelines required by the Provincial Construction

Agreements.

ARTICLE 11:00 ACCOMMODATION AND TRANSPORTATION

11:01 As this project is located within 100km of the City of Regina, no subsistence or accommodation provisions are required under this agreement. It is expected that the workforce will commute daily to the jobsite.

11:02 Initial and terminal travel allowances will be based on travel to and from City Hall in Regina, SK.

11:03 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.

11:04 Local residents will be exempt from initial and terminal transportation expenses.

11:05 The free zone for this project shall be 30 kilometres from the project.

11:06 Daily travel allowances to and from the site will be capped at \$30 per day for either driving in one’s own vehicle or travelling in a company supplied vehicle.

ARTICLE 12:00 JOBSITE ENHANCEMENT INITIATIVES

12:01 The Parties share the Owner’s commitment to the achievement of the following Project goals:

- Safe work performance and environmental commitments;
- Zero impact on operations;
- Timely completion;
- Cost effective construction;
- Quality of work;
- Local and regional community and business opportunities;
- Pro-active skills improvement and development of apprentices.

12:02 The Parties will endeavour to implement policies designed to enhance Project performance, in terms of Employee skills, supervisory skills, health and safety (including measures to address substance use and abuse), worker satisfaction, worker retention, productivity, effective training and employment of apprentices, mentoring, attendance, and other value-adding initiatives.

ARTICLE 13:00 LABOUR MANAGEMENT COMMITTEE

13:01 The parties shall set up a committee of labour and management representatives which will meet every three (3) months or as mutually agreed.

ARTICLE 14:00 DURATION OF AGREEMENT

14:01 This Agreement shall be effective from the date of signing until the Project is completed.

SaskPower Great Plains Power Station

Dated at _____, Saskatchewan this _____ day of _____, 2020.

EXECUTED ON BEHALF OF BOILERMAKER CONTRACTORS' ASSOCIATION OF SASKATCHEWAN

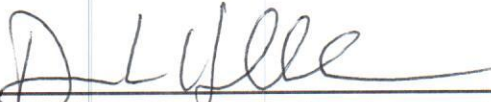
EXECUTED ON BEHALF OF CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF SASKATCHEWAN INC.

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

SaskPower Great Plains Power Station

UNIONS

Boilermakers Local Lodge 555



Bricklayers & Allied Craftworkers Local 1
Saskatchewan

The United Brotherhood of Carpenters
and Joiners of America, Local Union
#1985



Operative Plasterers and Cement
Masons International Association of the
United States and Canada Local 222

Local Union 2038 of the International
Brotherhood of Electrical Workers

The International Association of Heat &
Frost Insulators and Asbestos Workers
Local 119

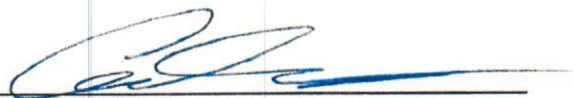


The International Association of Bridge,
Structural and Ornamental Iron Workers
and Reinforcing Iron Workers, Local
Union No. 771




The Construction and General Workers'
Local Union, #180 Regina, Saskatchewan

Millwrights Local Union #1021




The International Union of Operating
Engineers, Hoisting, Portable and
Stationary, Local 870

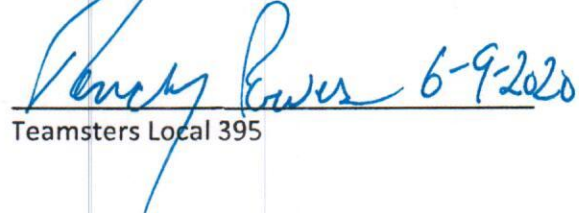


International Brotherhood of Painters
and Allied Trades, Local 739

Local 179 of the United Association of
Journeymen and Apprentices of the
Plumbing and Pipefitting Industry of the
United States and Canada



The Sheet Metal Workers' International
Association Local Union 296, Saskatchewan



Teamsters Local 395

APPENDIX "A" LEAVE OF ABSENCE FORM

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

APPENDIX "B" SHIFT CYCLE TABLES

Schedule 1 – 4x10 + 8

- 10 hours per day worked Monday through Thursday
- 8 hours per day on Friday
- 40 hours of regular time and 8 hours of 1.5x overtime

Schedule 2 – 5x10

- 10 hours per day worked Monday through Friday
- 40 hours of regular time and 10 hours of 1.5x overtime

This Appendix does not prevent or restrict the ability of the contractor to use other work schedules that may be available in existing Provincial Collective Agreements.

Further, the parties may, by mutual agreement, amend and/or add additional work schedules and these schedules may be executed for all or some of the signatory trade unions.

APPENDIX “C” SITE PREPARATION & CIVIL WORK

The parties recognize that there are differing competitive forces for the site preparation and civil preparation work packages for this project. As a result, the affected unions and the CLR add the following terms and conditions for this scope of work:

APPENDIX “D” OTHER PROVINCIAL AGREEMENTS

The following provincial agreements are adopted into this Project Agreement for the purposes of Article 9 – Continuity of Work only. The other provisions of these provincial agreements take precedence over the general Project Agreement terms.

The additional agreements covered by the Article 9 only are:

- Operating Engineer – Crane Rental Agreement
- Operating Engineer – Foundation Piling Agreement

APPENDIX “E” WAGE TABLES

Cement Mason	See Provincial Collective Agreement
Iron Worker	See Provincial Collective Agreement
Labourer	See Provincial Collective Agreement
Operating Engineer	See Provincial Collective Agreement
Painter	See Provincial Collective Agreement
Sheet Metal	See Provincial Collective Agreement