

**PROJECT AGREEMENT
EB CAMPBELL PROJECT**

THIS PROJECT AGREEMENT MADE THIS 14 DAY OF April, 2023
BETWEEN:

ANDRITZ HYDRO CANADA INC.

(called throughout the "Employer" or "Andritz")

AND

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRON WORKERS, LOCAL 771**

(the "Ironworkers")

**LOCAL UNION 529 OF THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

(the "IBEW")

**LOCAL UNION #1021 (MILLWRIGHTS) OF THE UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA**

(the "Millwrights")

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

(the "Operating Engineers")

THE UNITED ASSOCIATION OF PLUMBERS AND PIPEFITTERS, LOCAL 179

(the "UA")

THE CONSTRUCTION AND GENERAL WORKERS UNION, LOCAL 180

(the "Labourers")

(collectively referred to as the "Unions")

ARTICLE 1 - PURPOSE

The purpose of this Agreement shall be:

1.1. To establish a Project Agreement, pursuant to the *Saskatchewan Employment Act*, for work performed by Andritz at the EB Campbell Project near Nipawin, Saskatchewan, from 2019 to the later of 2025 or the conclusion of the project (the "Project").

1.1.1. This Project Agreement (the "Agreement") is intended to cover all Project work performed by the Unions, pursuant to the *Saskatchewan Employment Act*.

1.2. To establish wage rates, hours of work, and other working conditions as outlined in the contract for the Project for each of the Unions.

1.3. To provide for a method for settlement of disputes and grievances of employees covered by this Agreement.

1.4. To promote an efficient operation and harmonious relations between the Employer and the Unions.

2. ARTICLE 2 – PROJECT DEFINITION AND DURATION OF THE AGREEMENT

2.1. For the purposes of this Agreement, the Project is the work assigned to Andritz at the EB Campbell Hydroelectric Station, and Project Work is defined as any work that is assigned to, contracted to, sub-contracted to, or otherwise performed by Andritz at the EB Campbell site. A rough estimate of work, as well as a rough estimate of the annual and total hours on the Project, are attached at Appendix “G”.

2.2. The Unions and Andritz agree that this Agreement shall be valid from the 1st day of July, 2019, and continue while the Project is still ongoing (the “Term”). This Agreement shall remain valid throughout the Term.

2.3. The parties agree that the work on the Project is maintenance work. However, if the work on the Project, or some of the work on the Project, is designated as construction industry work by the Saskatchewan Labour Relations Board, the parties agree that this Agreement shall continue to apply to the Project, pursuant to s. 6-64(1)(b) of the *Saskatchewan Employment Act*.

2.4. The Unions and Andritz agree that nothing in this Agreement prevents them from negotiating, and entering into additional or supplementary written agreements, by mutual consent, during the Term, or during any renewal term. The parties agree to hold annual meetings, prior to the commencement of the annual Project work, to determine whether any supplementary or additional agreements are required.

3. ARTICLE 3 - RECOGNITION

3.1. The Employer recognizes each of the Unions as the sole collective bargaining agent for the employees of each respective union, as set out in the scope clause of this Agreement.

3.2. The Employer and Unions hereby agree as follows:

3.2.1. The Ironworkers are granted a maintenance certification for the term of the Project, and, to the extent required, are granted a construction industry project agreement certification pursuant to s. 6-64(1)(b) of the *Saskatchewan Employment Act*.

3.2.2. The IBEW are certified to Andritz, through its predecessor VA Tech Hydro Inc.

3.2.3. The Millwrights are certified to Andritz, through its predecessor VA Tech Hydro Inc.

- 3.2.4. The Operating Engineers are certified to Andritz.
- 3.2.5. The UA are granted a maintenance certification for the term of the Project, and, to the extent required, are granted a construction industry project agreement certification pursuant to s. 6-64(1)(b) of the *Saskatchewan Employment Act*.
- 3.2.6. The Labourers are granted a maintenance certification for the term of the Project, and, to the extent required, are granted a construction industry project agreement certification pursuant to s. 6-64(1)(b) of the *Saskatchewan Employment Act*.
- 3.2.7. The parties agree to cooperate with respect to certification or successorship proceedings as may be required by the *Saskatchewan Employment Act* before the Saskatchewan Labour Relations Board.

3.3. The Unions recognize the responsibility of each of their members to perform faithfully and diligently their respective duties for the Employer as set out in the rules and regulations presently in existence or enacted from time to time by the employer. The Union further agrees that where such rules and regulations are enacted and are reasonable, the penalties set out in the rules will apply if an infraction of the rules occurs. Nothing in this Article shall limit the authority of an arbitrator as set out in section 6-49(4) of the *Saskatchewan Employment Act*.

4. ARTICLE 4 - SCOPE

- 4.1. This Agreement shall cover all employees of the Andritz working on the Project, as follows:
 - 4.1.1. For the Ironworkers, the Employer recognizes the Ironworkers as the sole and exclusive bargaining agent for all of the journeymen and apprentice iron workers and their Foremen and General Foremen engaged on the Project.
 - 4.1.2. For the IBEW, the Employer recognizes the IBEW as the sole collective bargaining agency for all General Foremen, Foremen, Journeymen Electricians, Apprentices and Electrical workers employed by the Employer on the Project.
 - 4.1.3. For the Millwrights, the Employer recognizes the Millwrights as the sole collective bargaining agent for all Foremen, Journeyman Millwrights, and Apprentices employed by the Employer on the Project.
 - 4.1.4. For the Operating Engineers, the Employer recognizes the Operating Engineers as the sole collective bargaining agent for all General Foremen, Foremen, Journeymen Operating Engineers, and Apprentices employed by the Employer on the Project.
 - 4.1.5. For the UA, the Employer recognizes the UA as the sole collective bargaining agent for all General Foremen, Foremen, Journeymen Plumbers and Pipefitters, and Apprentices employed by the Employer on the Project.
 - 4.1.6. For the Labourers, the Employer recognizes the Labourers as the sole collective bargaining agent for all labourers, including journeyman labourers, employed on by the Employer on the Project.

5. ARTICLE 5 – SUPPLY OF OTHER TRADES

5.1. The Unions agree that Andritz may request that the Unions supply workers from additional trades, in addition to those for which they are the exclusive bargaining agent. The Unions and Andritz agree that the rates for the additional trades shall be agreed upon between Andritz and the Union supplying the additional trade. The Unions will advise Andritz as soon as possible, but not later than three weeks before the start of the Project, as to which Union will be responsible for supplying which specific trades.

6. ARTICLE 6 - MANAGEMENT RIGHTS

6.1. The Unions recognize that the management and the direction of the work force, including the right to plan, direct, schedule, and control operations, to maintain the discipline and efficiency of work and workforce on the Project, including setting work and employee schedules, to make and require employees to observe Employer rules and regulations, to hire, lay off or relieve employees from duties, to suspend, demote, transfer, promote, discipline and discharge employees for cause, and the sole right to judge the merit, ability, suitability and competence of its employees are to be the sole right and function of the Employer.

6.2. The Employer shall be the sole and exclusive judge of the work to be done, merit, ability, skills, and qualifications of employees, and contracts to be entered in, its operations, without interference from the Unions. In addition, the Employer may, in Employer's discretion, subcontract any of the work on the Project, to any contractor.

6.3. The parties agree that the enumeration of management's rights set out in clauses 6.1 and 6.2 shall not exclude other functions not specifically set forth. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

6.4. In exercising the foregoing rights, the Employer shall not evade or alter any of the specific provisions of this Agreement. The Employer further agrees not to exercise its rights under this Article or any other provision of this Agreement to discriminate against any employee because of activity in or for the Unions, or any of them.

7. ARTICLE 7 – PRODUCTIVE WORK

7.1. The Unions and Andritz recognize, and agree to, the need for productive work, and multi-trade crews, on site at the Project. The Unions recognize that Andritz has the ability and the flexibility to create multi-trade crews, as needed to accomplish the work on the Project. In order to accomplish the flexibility, the crews would be put together by Andritz, based on project needs, The Unions agree that all workers will sign off on productive work, when they are hired for work on the Project.

7.2. Andritz hereby confirms that it will seek out, and receive, recommendations on making the work more productive from any worker on the Project, including any member of the Unions.

7.3. Andritz and the Unions agree that the productive needs of the Project shall be primary. Andritz shall ensure that the workers on the Project receive proper break and meal times, but those times shall be flexible, and shall be scheduled around productive tasks, and taken at logical

times during the Project work.

7.4. Andritz and the Unions hereby agree that the principles of excellence, as set out in Appendix "H" to this Agreement, shall apply to the Project.

8. ARTICLE 8 - UNION SECURITY

8.1. Every employee who is now or hereafter becomes a member of one of the Unions shall maintain their membership in the relevant Union as a condition of employment. Every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of their employment, apply for and maintain membership in the Union as a condition of their employment, provided that any employee in the appropriate bargaining unit who is not required to maintain their membership or apply for and maintain her membership in the Union shall, as a condition of their employment, tender to the Union for periodic dues uniformly required to be paid by the members of the union.

9. ARTICLE 9 - DUES CHECK OFF

9.1. The Employer agrees to deduct and remit uniform union dues, assessments and/or initiation fees, voluntarily authorized by any Employee of any of the Unions in writing and shall deduct from the first pay period of each month, sums for monthly dues and assessments as may be notified in writing by the Union. Such deductions shall be forwarded to the applicable Union on or before the fifteenth (15) day of the month following which such deductions were collected. The remittance shall be accompanied by a statement of the names of the Employees from whom the sums have been deducted.

9.1.1. For the Ironworkers, the amount of dues will be field dues in the amount of 2.8% of total package per hour for all hours worked.

9.1.2. For the IBEW, the amount of dues will be 2.3% of wage, vacation pay, and holiday pay for all hours worked, plus a flat rate of \$55.00/month per IBEW member.

9.1.3. For the Millwrights, the amount of dues will be \$1.27 per hour, for all hours worked, plus \$25.00/month.

9.1.4. For the Operating Engineers, the amount of dues will be two hours at the based rate of pay in Appendix "D" (so long as the worker works more than 40 hours in the month), plus \$1.03 per hour, for all hours worked.

9.1.5. For the UA, the amount of dues will be _____.

9.1.6. For the Labourers, the amount of dues will be _____.

10. ARTICLE 10 - HIRING AND TENURE

10.1. When employees are required for work on the Project, Andritz shall hire the employees through the hiring halls of the respective Unions. Hiring shall be performed as follows:

10.1.1. When an employee is required from any of the Unions, the Employer shall contact the respective Union's hiring hall, and request the number of workers needed from that Union on the Project.

10.1.2. The Employer shall be entitled to determine the qualifications and suitability required for the work. The Employer may ask for resumes, confirm required

qualifications, including but not limited to confined space, welding, and fall protection, and perform interviews with prospective workers, in the Employer's discretion, prior to placing a worker on site at the Project. The Unions shall supply qualified journeypersons and apprentices as requested by Andritz.

10.1.3. If the Union is unable to supply employees within 48-hours of the request, Andritz may hire qualified workers from any available source.

10.1.4. Andritz shall be entitled to name hire or select employees for work on the Project, so long as the employees to be name hired or selected are members of the relevant Union.

10.2. Any worker accepted to work on the Project will be subject to a probationary period of three (3) months.

10.3. All workers shall sign off on productive work as a condition of being assigned to the Project.

10.4. Employees and workers who perform well on the Project may be sought for rehire by the Employer, by name, for future years of the Project. The Unions agree to return any worker to the Project, if requested by the Employer, so long as the worker is willing to return to the Project.

11. ARTICLE 11 – WORKING CONDITIONS AND OCCUPATIONAL HEALTH AND SAFETY

11.1. The Employer, and the owner of the Project, may make determinations on personal protective and safety equipment required for employees of the Unions, or any of them, to perform work on the Project. The Employer agrees to supply, and the Unions commit to each of their respective employees using all personal protective equipment which may be required by the Employer, or the Project owner, for the Project or work on the site.

11.2. The Employer, and each of the Unions, is committed to the health and safety of the employees on the Project, and the Employer and the Union agree to take all reasonable steps to protect the health and safety of the workers on the Project.

11.3. The Unions agree that all employees who will work on the Project shall complete any safety or Project orientation required by the Employer, or the Project owner, before working on the Project.

11.4. The Employer shall make reasonable provisions for the safety and health of the Employees of any of the Unions during the hours of their employment. The Unions agree to support the Safety Program. The Employer and the Unions recognize that they are bound by the occupational health and safety provisions of the *Saskatchewan Employment Act* and its regulations, including the *Occupational Health and Safety Regulations* and any other relevant legislation or regulations.

11.5. The Employer and the Unions recognize the need for a safe site, and safe work on the Project. Accordingly, the Employer and the Unions agree that drug and alcohol screening may be required prior to site access for the Project, and may be required on a reasonable cause basis, or at any time during the Project, in the discretion of the Employer. The Unions and the Employer agree that any drug and alcohol testing which takes place at the site is a proactive measure to ensure the safety of the worker(s) being tested, as well as the safety of other workers on the site, and of equipment and property. The Employer and Unions agree that testing may take place with a

provider selected by the Employer, and costs of testing will be borne by the Employer.

11.5.1. The Union and the Employer agree that nothing in this Agreement prevents the Employer from accessing the CODC drug and alcohol program, in the Employer's discretion, so long as the Employer pays the applicable amounts for accessing the CODC program.

12. **ARTICLE 12 – ASSIGNMENT OF WORK AND REQUIREMENTS FOR OTHER TRADES**

12.1. The Employer agrees to have an initial meeting with the Unions with respect to work assigned to the Employer on the Project, and advise the Unions, as soon as reasonably possible after the assignment or award of work, or new work, on the Project of the requirements for employees and manpower from each of the Unions.

12.2. Where additional workers are required based on qualifications required to perform certain work on the Project, the Employer agrees to seek supply of the required workers through the Unions, based on the rates paid to the trade required, adjusted for the blended rate to be paid for all hours worked on this project. Andritz recognizes that the rates, at the time of signing of this Agreement, are those reflected in Appendix "D" to this Agreement. The Employer agrees to give the Unions as much notice as possible of the need for additional workers. Should the Unions be unable to supply the workers in the desired trade by the later of: (i) 48 hours of the request, or (ii) the deadline provided by Andritz, then Andritz may hire or source the workers from any available source.

12.3. The Unions and each of the workers supplied by the Unions, regardless of trade, agree to accept and perform the assignment of work from the Employer, on the Project. For clarity, there shall not be any jurisdictional or other disputes with respect to the assignment of work.

12.3.1. Each of the workers on the Project shall perform any tasks assigned to them, or their crew, based on the needs of the Project, as determined by the Employer in its sole discretion.

12.4. The Employer agrees and acknowledges that it will make an assessment of all work assigned to Andritz on the Project, and will determine how, and to whom, work will be assigned. Work may be assigned to any worker capable of performing the work. Work will not be assigned to a worker who does not have the qualifications required to perform the work.

12.4.1. If a worker does not have the qualifications required to perform certain work on the Project, Andritz may re-assign the work to a worker who holds the qualifications to perform the required work.

12.5. The workers and employees on the Project may be assigned to work alongside other workers, contractors, or subcontractors, who may or may not have a union affiliation. All workers, employees, and the Unions, agree to work cooperatively with any and all other workers on the Project, regardless of employer or of union affiliation.

13. **ARTICLE 13 – STRIKE, LOCKOUT, AND GRIEVANCE PROCEDURE**

13.1. It is hereby agreed that during the life of the Project, there shall be no strike, slowdown, or work stoppage on the part of the Unions, or any of them, nor shall there be a lock-out on the part of the Employer. Employees who participate in, support or encourage any strike, work stoppage or slowdown shall be subject to discharge.

13.2. Any complaint, disagreement or difference of opinion between the Employer, or the employees covered by the Agreement which concerns the breach, interpretation, or application of the terms and provisions of this Contract shall be considered a grievance.

13.3. An employee, who feels aggrieved within the terms of this Agreement may present a grievance through the relevant Union. The Employer may present a grievance against the Unions, or any of them. Any grievance which is not presented within three (3) calendar days of the event, or in writing within seven (7) days of the event, shall be forfeited and waived by the aggrieved party. In the case of continuing grievances, all past violations prior to seven (7) days from the filing of the written grievance shall be forfeited and waived, except for monetary grievances that the worker or relevant Union could not reasonably have known about.

13.4. All grievances shall be submitted to Andritz in writing and shall clearly set forth the issues and contentions of the aggrieved party.

13.5. The procedure for adjustment of grievances shall be as follows:

13.5.1. **Step 1** Within three (3) days following the event leading to the grievance, the aggrieved party, who may be accompanied by a shop steward if they so choose, shall discuss the matter with their immediate out of scope supervisor. If the matter cannot be resolved, the parties will proceed to step 2.

13.5.2. **Step 2** Within seven (7) days of the event leading to the grievance, a written grievance shall be filed with the Employer. Following the filing of a written grievance, there shall be a meeting between the Shop Steward (with the aggrieved party present or absent at their option) and the party designated to deal with grievances by the Employer. A written decision on the matter shall be given to the aggrieved party within fourteen (14) calendar days.

13.5.3. **Step 3** If the responding party disagrees with the written response, and wishes to advance the matter to arbitration, they shall do so within fourteen (14) days of receiving the Step 2 decision.

13.6. If the aggrieved party does not proceed to the next step in the grievance process within the timelines set out in this Agreement, the grievance shall lapse. Subject to section 6-49(3)(f) of the *Saskatchewan Employment Act* an arbitrator does not have the jurisdiction to extend the timelines set out in this Agreement, unless the parties agree, in writing to extend the timelines.

14. **ARTICLE 14 - BOARD OF ARBITRATION**

14.1. The parties shall first seek to have an arbitration proceed with a single, agreed-upon, arbitrator.

14.2. If the parties are unable to agree on a single arbitrator, the Board of Arbitration shall be composed of one (1) Employer representative, one (1) Union representative, and one (1) person acceptable to both the Union and the Employer, who shall act as Chairperson. If agreement cannot be reached within seven (7) days in respect to the appointment of the Chairperson of the Board of Arbitration, the nominees for each party shall be tasked with selecting a Chairperson. In the event that the nominees cannot agree on a Chairperson, the parties may seek a Chairperson pursuant to the *Arbitration Act* (Saskatchewan).

14.3. No person shall serve on the Board of Arbitration if they are involved directly in the labour dispute, or grievance, under consideration.

14.4. Grievances taken before the Board of Arbitration shall be submitted in writing and shall specify clearly the nature of the grievance.

14.5. When the Board of Arbitration has been formed in accordance with this Article, it shall meet and hear the evidence of both sides and render a decision.

14.6. The Board of Arbitration, in reaching its decision, shall be governed by the provisions of this Agreement, and decision of a majority of the Board shall be taken to be the decision of the Board, and shall be final and binding on all the parties concerned. The Board of Arbitration shall render a decision within 14-days of an arbitration hearing.

14.7. It is distinctly understood that the Board of Arbitration is not vested with the power to change, modify, or alter this Agreement, in any of its parts. The Board may, however, interpret the provisions of this Agreement, and apply the law.

14.8. It is agreed that the expenses of the Chairman of the Board of Arbitration shall be borne equally by the Employer and the Union. The expenses of each party's nominee shall be borne by the party.

15. **ARTICLE 15 – BENEFITS AND LEAVES OF ABSENCE**

15.1. The benefits and coverage for employees and workers from the Unions shall be those set out in the Appendices to this Agreement.

15.2. The Employer shall grant leaves of absence as required by the *Saskatchewan Employment Act*, for maternity leave, parental leave, adoption leave, organ donation leave, reserve force service leave, nomination and public office leave, bereavement leave, compassionate care leave, interpersonal violence leave, critically ill child care leave, crime-related child death or disappearance leave, and citizenship ceremony leave. All statutory leaves of absence shall be provided in accordance with the *Saskatchewan Employment Act* and amendments to that Act.

15.3. The Employer may also grant discretionary leaves of absence, in the sole discretion of the Employer.

15.4. Any employee requesting a leave of absence must apply in writing, stating the reason, to their immediate supervisor. The supervisor, upon making their decision, will advise the employee in writing.

16. **ARTICLE 16 - STATUTORY HOLIDAYS**

16.1. The following days shall be considered holidays for which there shall be no deduction in pay:

New Year's Day	Good Friday	Victoria Day
Family Day	Saskatchewan Day	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Canada Day	Boxing Day	

and any other days proclaimed as public holidays by Provincial authorities.

16.2. Statutory holidays may be observed on days other than the calendar date when agreed between the parties.

16.3. Employees will be paid for public holidays where the employee does not work as set out in the *Saskatchewan Employment Act*, specifically the employee will be paid 4.5% of wages earned by the employee.

16.4. If an employee is required to work on a public holiday, they shall be paid in addition to the public holiday pay, as set out above, one and one-half (1.5) times their regular rate for all hours worked on that day.

17. **ARTICLE 17 - ANNUAL VACATIONS**

17.1. Employees shall be entitled to an annual vacation after one (1) year of employment, as follows:

17.1.1. 3 weeks (15 days) of vacation per annum.

17.2. Each employee shall be provided with annual vacation pay, calculated as follows:

17.2.1. 6% of the wages of the employee.

17.2.2. Vacation pay shall be included on each pay cheque for the employee, based on the hours in the pay period.

17.3. Vacations cannot be accumulated or carried over from one year to another. Any unused vacation time is forfeited at the end of the year.

17.4. When a public holiday occurs during an employee's vacation, that day shall not count toward the employee's vacation time.

17.5. A vacation list shall be submitted to the employees requesting them to indicate their preference as to vacation dates. Both parties agree, however, that the vacation schedule must be practical insofar as the operation of the business is concerned and therefore the Employer is able to make a final decision as to how many and which employees would be able to take vacation at any particular time.

18. **ARTICLE 18 - HOURS OF WORK**

18.1. For the purposes of this Agreement, a day shall be considered 12:00AM until 12:00AM, and a week shall be considered 12:00AM on Sunday until 12:00AM the following Sunday.

18.2. The Employer has the sole right to determine shifts required for the operation of the business, and to set the schedule for work. Nothing in this Agreement guarantees any work, and schedule (including the Proposed Schedule) or any number of hours of work in a week, for any employee.

18.3. The schedule to be used by the Employer for the Project, at the outset of the Project, is a 6-days on, 1-days off schedule, with workers completing 10 hour shifts each day, and workers having the option (but not being required) to take seven days off after completing a 28-day shift on the Project (the "Proposed Schedule"). The Proposed Schedule has 20 hours of built-in overtime in every week worked, which is factored into the blended rate of pay. The Employer and the Union agree to the Proposed Schedule, but agree that Andritz is not required to use only the Proposed Schedule, or the shifts set out below, during the Project.

18.4. At the outset of the Project, the Employer will be assigning workers to one of the following shifts, although nothing in this Agreement requires the Employer to continue to use these shifts at any point in the Project, and the Employer is able to adjust schedules to the schedule that remains the most productive for all workers:

18.4.1. 7:00am to 5:30pm

18.4.2. 5:30pm to 4:00am

Each of the shifts set out above has a built-in half hour unpaid break, and two paid fifteen minute coffee breaks.

18.5. The Employer and the Unions agree that the Employer is not bound by the Proposed Schedule, and may adjust the schedule, or the shift times, at any time, in the discretion of the Employer, for any reason, including to deal with productivity on the Project.

18.6. The Employer shall grant employees rest periods and meal breaks as required by the *Saskatchewan Employment Act*. As set out above, the meal breaks and rest periods shall be scheduled flexibly by the Employer, based on the need for productive work.

19. ARTICLE 19 – OVERTIME PAY AND BLENDED RATES

19.1. The Unions and Andritz have agreed to a blended rate for all hours worked, which factors in all overtime worked on the Project. All hours worked on the Project will be paid at the blended rate, as reflected in the Appendices to this Agreement. The Unions and Andritz note that pensions, vacation pay, and holiday pay, have all been adjusted based on the blended rate, and agree that the blended rate accounts for, or exceeds, 1.5 times the hourly base rate of all workers for each hour worked on the Project.

20. ARTICLE 20 - WAGE RATES AND CLASSIFICATIONS

20.1. Wage rates, benefits, compensation, and other rights are set out in the Appendices to this Agreement as follows:

20.1.1. Ironworkers – Appendix “A”

20.1.2. IBEW – Appendix “B”

20.1.3. Millwrights – Appendix “C”

20.1.4. Operating Engineers – Appendix “D”

20.1.5. UA – Appendix “E”

20.1.6. Labourers – Appendix “F”

21. ARTICLE 21 – INDIGENOUS COMMUNITY

21.1. The Unions and Andritz agree to make reasonable efforts to recruit and hire qualified candidates from Indigenous communities in Saskatchewan as workers on the Project.

22. ARTICLE 22 - NOTICE BOARDS

22.1. The Employer agrees to furnish and install a notice board for the use of the Unions on the Project in a place accessible to the employees. No notices may be posted on the board by an employee without the prior approval of the Employer, and the relevant Union.

23. ARTICLE 23 – LEGAL PROCEEDINGS

23.1. Andritz hereby agrees to defend this Agreement at the Labour Relations Board, at Andritz’s cost, if a challenge to this Agreement is filed by any trade not signatory to the Project Agreement, or by any third party, including CLR Saskatchewan. The Unions, or any of them, may participate in any hearings, and shall bear their own costs if they choose to do so. The Unions who are signatory shall support this Agreement.

24. ARTICLE 24 - MISCELLANEOUS

24.1. The Unions will supply the Employer with the names of each of their representatives, officers, and stewards, as may be required for the Project, in order that the Employer may carry out the provisions of this Agreement.

Agreed to and Signed by duly authorized representative of the Union and the Employer, this ___ day of _____, 20__

Andritz Hydro Canada Inc _____ [signature] Name (printed): Title:	Ironworkers Local 771 <u>Wayne Worrall Jr.</u> <small>Wayne Worrall Jr. (Apr 14, 2023 11:32 EDT)</small> _____ [signature] Name (printed): Wayne Worrall Jr. Title: Business Manager / FST 14-Apr-2023
IBEW Local 529 _____ [signature] Name (printed): Title:	Millwrights Local 1021 _____ [signature] Name (printed): Title:
Operating Engineers Local 870 _____ [signature] Name (printed): Title:	UA Local 179 _____ [signature] Name (printed): Title:
Labourers Local 180 _____ [signature] Name (printed): Title:	

						blended rate)	
General Foreman	59.00	69.03	3.10	4.14	2.51	10.23	89.01
Foreman	53.00	62.01	2.79	3.72	2.51	10.23	81.26
Journeyman	48.00	56.16	2.52	3.36	2.51	10.23	74.78
Apprentice							
5400+ hrs	48.00	56.16	2.52	3.36	2.51	10.23	74.78
3600-5399 hrs	40.80	47.73	2.14	2.86	2.51	9.52	64.76
1800-3599 hrs	33.60	39.31	1.76	2.35	2.51	7.83	53.76
0-1799 hrs	28.80	33.69	1.51	2.02	2.51	6.71	46.44

MAY 3, 2026 to MAY 1, 2027

Classification	Base Rate of Pay	Blended Rate	Stat Pay	Vacation Pay	Health and Welfare	Pension Trust (adjusted for blended rate)	Total
General Foreman	59.83	70.00	3.15	4.20	2.54	10.53	90.42
Foreman	53.83	62.98	2.83	3.77	2.54	10.53	82.65
Journeyman	48.83	57.13	2.57	3.42	2.54	10.53	76.19
Apprentice							
5400+ hrs	48.83	57.13	2.57	3.42	2.54	10.53	76.19
3600-5399 hrs	41.51	48.56	2.18	2.91	2.54	9.68	65.87
1800-3599 hrs	34.18	39.99	1.79	2.39	2.54	7.96	54.67
0-1799 hrs	29.30	34.28	1.54	2.05	2.54	6.83	47.24

MAY 2, 2027 to APRIL 30, 2028

Classification	Base Rate of Pay	Blended Rate	Stat Pay	Vacation Pay	Health and Welfare	Pension Trust (adjusted for blended rate)	Total
General Foreman	60.84	71.18	3.20	4.27	2.57	10.53	91.75
Foreman	54.84	64.16	2.88	3.84	2.57	10.53	83.98
Journeyman	49.84	58.31	2.62	3.49	2.57	10.53	77.52
Apprentice							
5400+ hrs	49.84	58.31	2.62	3.49	2.57	10.53	77.52
3600-5399 hrs	42.36	49.56	2.23	2.97	2.57	9.88	67.21
1800-3599 hrs	34.89	40.82	1.83	2.44	2.57	8.14	55.80
0-1799 hrs	29.90	34.98	1.57	2.09	2.57	6.97	48.18

Andritz recognizes that the Health and Welfare payments shall be made to the Ironworkers (Saskatchewan) Central Welfare Trust Fund, and the Pension Trust shall be paid to the Iron Workers (Saskatchewan) Central Pension Trust Fund. All remittances may be performed by electronic transfer.

IMPACT FUND

Andritz and the Ironworkers hereby each agree to contribute \$0.14 per hour worked by a member of the Ironworkers to the IMPACT program adopted by the International Association of Bridge, Structural, Ornamental, & Reinforcing Iron Workers. Andritz contributions shall be remitted electronically, as directed by the Ironworkers.

TRADE IMPROVEMENT FUND

Andritz agrees to pay \$0.96 per hour for each hour worked by a member of the Ironworkers to the Iron Workers Trade Improvement Fund. Andritz contributions shall be remitted electronically, as directed by the Ironworkers.

BENEFITS

Andritz hereby agrees to provide the following benefits:

Benefit	Rate
Subsistence	Subsistence = \$150 per calendar day worked Local residents, including residents of Nipawin, Tobin Lake, anyone who commutes from their home or their own real property, shall not receive subsistence pay.
Travel	Travel, as set out below, will be paid at a rate of pay based on the maximum acceptable rate established by the Canada Revenue Agency, which is \$0.68/km at the time of signing of this Agreement. Each employee shall receive an initial travel payment from their dispatch point of Regina, Saskatoon, or Prince Albert. Local residents, including Nipawin residents, shall receive travel allowance. Each employee shall be paid a daily travel

	<p>allowance from the temporary domicile (assumed to be in the area of Nipawin, SK) to the Project boundary of the of the “free zone” (30km from the Project). The daily travel payment will be for a total of 82km per day per employee, representing 41km each way from Nipawin to the free zone.</p> <p>Should an employee elect to take seven days off after working a full 28-day rotation, travel expenses to and from the dispatch point will be paid for employees dispatched from Regina, Saskatoon, or Prince Albert.</p>
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APPENDIX "B"
Wages, Benefits, and Compensation – IBEW

WAGES (per hour worked)

Classification	Base Rate of Pay	Blended Rate	Stat Pay	Vacation Pay	Health and Welfare	Pension Trust Fund (adjusted for blended rate)	Total
General Foreman	56.11	65.65	2.95	3.94	2.05	8.19	82.88
Foreman	50.50	59.09	2.66	3.55	2.05	8.19	75.64
Journeyman	44.89	52.52	2.36	3.15	2.05	8.19	68.37
Apprentice							
6301+ hrs	35.91	42.01	1.89	2.52	2.05	6.55	55.12
5401-6300 hrs	33.67	39.39	1.77	2.36	2.05	6.55	52.22
4501-5400 hrs	31.42	36.76	1.65	2.20	2.05	5.73	48.49
3601-4500 hrs	29.18	34.14	1.54	2.04	2.05	5.73	45.60
2701-3600 hrs	26.93	31.51	1.42	1.89	2.05	4.91	41.88
1801-2700 hrs	24.69	28.89	1.30	1.73	2.05	4.91	38.98
0-1800 hrs	22.45	26.27	1.18	1.58	2.05	4.10	35.28

Andritz recognizes that the Health and Welfare payments, and the Pension Trust Fund payments, shall be made to a trust fund, as directed by the IBEW. All remittances may be performed by electronic transfer.

TRAINING FUND

Andritz hereby agrees to contribute \$0.30 per hour worked by a member of the IBEW to the IBEW 529 Training Fund. Andritz contributions shall be remitted electronically, as directed by the IBEW.

INDUSTRY PROMOTION FUND

Andritz hereby agreed to contribute \$0.25 per hour worked by a member of the IBEW to the IBEW 529 Industry Promotion Fund. Andritz contributions may be remitted electronically, as directed by the IBEW.

BENEFITS

Andritz hereby agrees to the following benefits:

Benefit	Rate
Subsistence	<p>Subsistence = \$150 per calendar day worked</p> <p>Local residents, including residents of Nipawin, Tobin Lake, anyone who commutes from their home or their own real property, shall not receive subsistence pay.</p>
Travel	<p>Travel, as set out below, will be paid at a rate of pay based on the maximum acceptable rate established by the Canada Revenue Agency, which is \$0.68/km at the time of signing of this Agreement.</p> <p>Each employee shall receive an initial travel payment from their dispatch point of Regina, Saskatoon, or Prince Albert. Local residents, including Nipawin residents, shall receive travel allowance.</p> <p>Each employee shall be paid a daily travel allowance from the temporary domicile (assumed to be in the area of Nipawin, SK) to the Project boundary of the of the “free zone” (30km from the Project). The daily travel payment will be for a total of 82km per day per employee, representing 41km each way from Nipawin to the free zone.</p> <p>Should an employee elect to take seven days off after working a full 28-day rotation, travel expenses to and from the dispatch point will be paid for employees dispatched from Regina, Saskatoon, or Prince Albert.</p>

APPENDIX "C"

Wages, Benefits, and Compensation – Millwrights

WAGES (per hour worked)

[omitted]

APPENDIX "D"

Wages, Benefits, and Compensation – Operating Engineers

NOTE: The Operating Engineers hereby recognize that Andritz only requires one (1) Operating Engineer – Crane Operator – for the Project, so this Appendix solely specifies journeyman rates.

WAGES (per hour worked)

Classification	Base Rate of Pay	Blended Rate	Stat Pay	Vacation Pay	Health and Welfare	Pension Trust (adjusted for blended rate)	Total
April 9, 2023 – April 27, 2024							
Journeyman	46.94	54.91	2.47	3.29	2.20	10.69	73.56
April 28, 2024 – April 26, 2025							
Journeyman	48.92	57.23	2.57	3.43	2.25	10.69	76.17
April 27, 2025 – May 2, 2026							
Journeyman	50.38	58.94	2.65	3.53	2.30	10.69	78.11
May 3, 2026 – May 1, 2027							
Journeyman	51.49	60.24	2.71	3.61	2.35	10.69	79.60
May 2, 2027 – April 30, 2028							
Journeyman	52.54	61.47	2.76	3.68	2.40	10.69	81.00

Andritz recognizes that the Health and Welfare payments, and the Pension Trust Fund payments, shall be made to a trust fund, as directed by the Operating Engineers. All remittances may be performed by electronic transfer.

TRAINING TRUST FUND

Andritz hereby agrees to contribute \$0.95 per hour worked by a member of the Operating Engineers to the Operating Engineers Training Trust Fund. Andritz contributions shall be remitted electronically, as directed by the Operating Engineers.

ORGANIZING FUND

Andritz hereby agreed to contribute \$0.10 per hour worked by a member of the Operating Engineers to the Operating Engineers Organizing Fund. Andritz contributions may be remitted electronically, as directed by the Operating Engineers.

BENEFITS

Andritz hereby agrees to the following benefits:

Benefit	Rate
Subsistence	<p>Subsistence = \$150 per calendar day worked</p> <p>Local residents, including residents of Nipawin, Tobin Lake, anyone who commutes from their home or their own real property, shall not receive subsistence pay.</p>
Travel	<p>Travel, as set out below, will be paid at a rate of pay based on the maximum acceptable rate established by the Canada Revenue Agency, which is \$0.68/km at the time of signing of this Agreement.</p> <p>Each employee shall receive an initial travel payment from their dispatch point of Regina, Saskatoon, or Prince Albert. Local residents, including Nipawin residents, shall receive travel allowance.</p> <p>Each employee shall be paid a daily travel allowance from the temporary domicile (assumed to be in the area of Nipawin, SK) to the Project boundary of the of the “free zone” (30km from the Project). The daily travel payment will be for a total of 82km per day per employee, representing 41km each way from Nipawin to the free zone.</p> <p>Should an employee elect to take seven days off after working a full 28-day rotation, travel expenses to and from the dispatch point will be paid for employees dispatched from Regina,</p>

Saskatoon, or Prince Albert.

APPENDIX "E"
Wages, Benefits, and Compensation – UA

[omitted]

APPENDIX "F"
Wages, Benefits, and Compensation – Labourers

WAGES (per hour worked)

Classification	Base Rate of Pay	Blended Rate	Stat Pay	Vacation Pay	Health and Welfare	Pension Trust (adjusted for blended rate)	Total
March 26, 2023 – March 30, 2024							
Journey person	36.02	42.14	1.89	2.52	2.37	5.90	54.82
March 31, 2024 – March 29, 2025							
Journey person	37.32	43.66	1.96	2.61	2.52	5.90	56.65
March 30, 2025 – March 31, 2026							
Journey person	38.44	44.97	2.02	2.69	2.52	5.90	58.10

Andritz recognizes that the Health and Welfare payments shall be made to the Labourers Health and Welfare Trust Fund of Western Canada, and the Pension Trust shall be paid to the Labourers Pension Trust Fund of Western Canada. All remittances, including the remittance of union dues under this Agreement, may be performed by electronic transfer.

BENEFITS

Andritz hereby agrees to provide the following benefits:

Benefit	Rate
Subsistence	Subsistence = \$150 per calendar day worked Local residents, including residents of Nipawin, Tobin Lake, anyone who commutes from their home or their own real property, shall not receive subsistence pay.
Travel	Travel, as set out below, will be paid at a rate of pay based on the maximum acceptable rate established by the Canada Revenue Agency, which is \$0.68/km at the time of signing of this Agreement. Each employee shall receive an initial travel payment from their dispatch point of Regina,

	<p>Saskatoon, or Prince Albert. Local residents, including Nipawin residents, shall receive travel allowance.</p> <p>Each employee shall be paid a daily travel allowance from the temporary domicile (assumed to be in the area of Nipawin, SK) to the Project boundary of the of the “free zone” (30km from the Project). The daily travel payment will be for a total of 82km per day per employee, representing 41km each way from Nipawin to the free zone.</p> <p>Should an employee elect to take seven days off after working a full 28-day rotation, travel expenses to and from the dispatch point will be paid for employees dispatched from Regina, Saskatoon, or Prince Albert.</p>
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APPENDIX "G"
Work Hours Estimate and Rates of Pay
(per unit)

Trade/Workers Required	Base Rate of Pay (Journeyman)	Blended Rate of Pay (Journeyman)
Millwrights	See Appendix "C"	See Appendix "C"
Electricians	See Appendix "B"	See Appendix "B"
Pipefitters	[omitted]	[omitted]
Ironworkers	See Appendix "A"	See Appendix "A"
Carpenters	[omitted]	[omitted]
Labourers	See Appendix "F"	See Appendix "F"
Crane Operator	See Appendix "D"	See Appendix "D"
Painters	[omitted]	[omitted]
Winders	See Appendix "B"	See Appendix "B"

Andritz may require a mix of workers, from the trades or classifications listed above, in the course of the Project. The workers will work on multi-worker and multi-trade teams, with a view to a productive and co-operative workforce.

Total Man-Hours Per Unit (approximate): ~39,508

Total Man-Hours for the Project (6 units): ~237,048

The Project will range in staffing from approximately 3-30 at any given time, and will be running from approximately August to the following March for each Unit.

APPENDIX "H"

Principles of Excellence

The Parties hereby agree to the following principles of excellence, as derived from the standards of excellence developed by the Unions. These Principles of Excellence will help complete projects, including this Project, on time, on budget with no injuries or accidents.

The Unions hereby recognize that what they have to sell as union members is their work. Families and future are dependent upon our ability to retain and, in some cases, improve the standards that have been set by generations that preceded us. We face unprecedented competition for our services. To succeed, we must be the best. Each of us has the responsibility to meet IBEW, Ironworker, and general standards of professionalism and productivity.

The following standards are hereby incorporated into the Project by the Unions and Andritz:

Working Time

- ✓ All members are adhering to the contractual starting and quitting times
- ✓ Break times are limited to the time allowed by the contract, or agreement(s)
- ✓ Workers adhere to the lunch periods established in the Agreement
- ✓ Workers meet their responsibility - to the employer and fellow members employed on the job - to arrive for work on time and ready to work
- ✓ Workers are productive and idle time is kept to a minimum.
- ✓ Workers meet their contractual responsibility to eliminate work disruptions on the job
- ✓ Workers meet their responsibility not to leave the jobsite without proper approval.
- ✓ Cell phone usage is limited to appropriate break times or lunch periods.
- ✓ Slowdowns and other methods utilized to extend jobs or provide for overtime will not be tolerated

Safety

- ✓ In addition to the requirements of the Agreement, workers meet their obligation to perform work safely and effectively, following employer and industry established rules.
- ✓ Workers meet their contractual responsibility to utilize proper safety equipment and methods.
- ✓ Workers agree to do their best to help every co-worker return home safe at the conclusion of every shift

Tools

- ✓ Workers shall meet their responsibility to have all tools on any established tool list.
- ✓ Workers meet their responsibility as Union members and employees in taking care of the equipment and tools provided by Andritz or the project owner.

- ✓ Workers shall respect any Andritz or project owner tools and equipment as they would their own.
- ✓ All workers will carry the necessary and proper tools to meet their contractual responsibility as highly skilled, qualified craftsmen.

Fitness for Duty

- ✓ All workers agree to meet their responsibility to be fit for duty, and our zero-tolerance policy for substance abuse is strictly met.
- ✓ All workers will be professional in appearance, and meet established standards for appropriate dress and grooming.
- ✓ All workers and leaders on the job will work with other workers who have bad work habits to set a standard of quality and productivity second to none for each worker on the job.

Customer Relations

- ✓ Workers will respect the property of the customer, and graffiti and other forms of destruction and waste will not be tolerated
- ✓ Workers will do their best to work in a manner consistent with the quality, productivity and safety of every task assigned

Brotherhood

- ✓ Any inappropriate behaviour toward another worker or group of workers will not be tolerated.
- ✓ Offensive behaviour toward customer representatives or Employer representatives will not be tolerated.
- ✓ The goal of these Principles of Excellence is to promote an "esprit de corps" that represents all workers on the Project in the best possible light.

Employer Responsibilities

- ✓ The Project owner, as well as Andritz and any other contractor performing work on the Project, have a responsibility to manage their jobs effectively, and they have the following responsibilities under these Principles:
 - To address ineffective supervisors, including superintendents, general foremen, and foremen.
 - To ensure proper job planning and layout, to minimize down time.
 - To ensure that there are proper numbers and types of necessary tools.
 - To ensure proper maintenance, care, storage, and security for employer provided and employee- provided equipment and tools.
 - To ensure that there are adequate numbers of employees to perform the work efficiently, and conversely, to limit the number of employees to the work at hand, to demonstrate to the customer the efficiency of our partnership.
 - To provide the necessary leadership skills for jobsite leaders to eliminate problems.
 - To enforce the necessary positive attitude to show that all workers on the Project, of all levels, are working together.

- To make available the proper types and quantities of equipment and materials are available to insure job progress.
- To eliminate unsafe work conditions and ensure that proper safety training, equipment, and methods are utilized.







2023 04 06 - Andritz - Project Agreement - Revised based on new rates

Final Audit Report

2023-04-14

Created:	2023-04-14
By:	Jon Haasen (jhaasen@local771.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVq27gdkshXEKcHPmJp_rQeg2bH4hXzJl

"2023 04 06 - Andritz - Project Agreement - Revised based on new rates" History

-  Document created by Jon Haasen (jhaasen@local771.ca)
2023-04-14 - 3:26:39 PM GMT- IP address: 207.195.41.93
-  Document emailed to wayne@local771.ca for signature
2023-04-14 - 3:29:20 PM GMT
-  Email viewed by wayne@local771.ca
2023-04-14 - 3:29:47 PM GMT- IP address: 104.28.97.0
-  Signer wayne@local771.ca entered name at signing as Wayne WorrallJr.
2023-04-14 - 3:32:13 PM GMT- IP address: 172.109.210.61
-  Document e-signed by Wayne WorrallJr. (wayne@local771.ca)
Signature Date: 2023-04-14 - 3:32:15 PM GMT - Time Source: server- IP address: 172.109.210.61
-  Agreement completed.
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