

**GENERAL PRESIDENTS' COMMITTEE  
FOR CANADA**

**CRAFT SUPPORT AGREEMENT**

**WITH**

**JACOBS INDUSTRIAL SERVICES LTD.**

**Come-By-Chance, NL**

**PROJECT AGREEMENT FOR CRAFT SUPPORT BY CONTRACT  
IN CANADA**

This Agreement is entered into this 3<sup>rd</sup> day of June by and between JACOBS INDUSTRIAL SERVICES LTD., of Calgary, Alberta, (hereinafter referred to as the "Company"), and those INTERNATIONAL UNIONS listed hereunder (hereinafter referred to as the "Unions"), for the purpose of all craft support work for the following project:

North Atlantic Refining Ltd., Come-By-Chance, Newfoundland

The Unions are composed of the following International Unions:

International Association of Heat and Frost Insulators and Allied Workers

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

International Union of Bricklayers and Allied Craftworkers.

United Brotherhood of Carpenters and Joiners of America

Operative Plasterers and Cement Masons International Association

International Brotherhood of Electrical Workers

International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers

Labourers International Union of North America

International Union of Operating Engineers

International Union of Painters and Allied Trades

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

Sheet Metal Workers International Association

International Brotherhood of Teamsters

<u>SUBJECT</u>	<u>INDEX</u>	<u>ARTICLE NUMBER</u>	<u>PAGE</u>
Administration Fund		28.000	22
Appendix 'A'			25
Appendix 'B'			27
Appendix 'C'			28
Appendix 'D'			29
Application for Project Agreement		1.000	6
Authority of Committee		2.000	6
Covenants			5
Day Work Conditions		13.000	14
Hours of Work		13.100	14
Overtime Conditions		13.200	14
Overtime Meals		13.500	15
Definition		6.000	8
Duration of Agreement		30.000	22
First Aid, Safety		24.000	21
First Aid		24.100	21
Safety		24.200	21
Protective Clothing		24.300	21
Grievance Procedure		7.000	8
Job Steward		10.000	10
Jurisdiction		8.000	10
Assignment of Work		8.400	10
Management Clause		29.000	22
Minimum Pay/Reporting		19.000	17
Inclement Weather		19.100	17
Work Not Available		19.200	18
Call-Ins		19.300	18
Standby		19.600	19
Mixed Crews		21.000	20
Emergency Work		21.300	20
Periodic Conference		26.000	22
Project Rules		25.000	21
Recognition		3.000	6
Referral of Tradesmen		11.000	11
Ordering & Dispatch		11.200	11
Right to Reject		11.204	11

**INDEX**

<b><u>SUBJECT</u></b>	<b><u>ARTICLE NUMBER</u></b>	<b><u>PAGE</u></b>
Name Request	11.205	11
Designation of Foremen	11.300	12
Scope of Work	5.000	8
Shift Premiums	14.000	15
Starting Time	15.000	15
Statutory Holidays	17.000	16
Supervision	22.000	20
Tool Rooms	23.000	21
Travel & Accommodation Allowance	20.000	20
Letter of Understanding –Appendix ‘A’		25
Union Representatives	9.000	10
Union Security	4.000	7
Vacation Allowance	18.000	17
Wages	12.000	12
Wage Schedules	12.100	12
Fringe Benefits	12.200	12
Wage Adjustments – Negotiations	12.300	12
Payroll Cutoff	12.400	13
Work Breaks	16.000	16
Work Stoppages	27.000	22

## COVENANTS

Whereas, the Company is engaged in the business of all craft support, (as defined in Article 6.000) with miscellaneous industries, 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 Company 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 Company.

Whereas, the Company has employed and now employs members of the Unions on craft work, repair and renovation work recognized by the Unions of the AFL-CIO as being within the jurisdiction of said Unions.

Whereas, in order to insure relative equity and uniform interpretation and application, the Unions, through the duly appointed and constituted General Presidents' Committee in Canada, wish to negotiate and administer the said Collective Agreement in concert, each with the other, and all with the Company.

Whereas, the Company is engaged in the business of craft support work and as such has the authority to sell its services, within the scope of Article 6.000 "Definitions", under the terms and conditions of this Agreement without prior knowledge or approval of the Committee – Conversely – the Company has the responsibility of satisfying the conditions of application (continuous and increasing utilization of all trades craft support for specific Owner) and compliance with terms and conditions of the Agreement.

Whereas, the Company and the Unions desire to mutually establish hours of work and working conditions for the workmen 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 Company and the Unions agree that, due to the particular nature of the work covered by this Agreement, there shall be no lockouts 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.

All references in this Agreement to the masculine gender shall also apply to the feminine gender.

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

**ARTICLE 1.000 – APPLICATION FOR PROJECT AGREEMENT:**

- 1.100 Any company desiring to enter into a Project Agreement for all Craft support personnel by Contract, must appear before the General Presidents' Committee (hereinafter the "Committee") for purposes of review and orientation and present to the Committee written evidence of the owner's intent to engage that company in the performance of craft support for a minimum period of one full year, subject to the usual termination clauses in such contracts.
- 1.200 Should the contract for full or year-round supplementary craft support be terminated during the term of this Collective Agreement for any of the projects listed, this Collective Agreement shall be considered null and void as it applies to that project or projects.

**ARTICLE 2.000 – AUTHORITY & RESPONSIBILITY OF THE COMMITTEE IN ADMINISTERING THE AGREEMENT:**

- 2.100 With the Company, to interpret and administer the terms and conditions set forth in the agreement.
- 2.200 To screen and police each company seeking use of the Agreement in order to assure proper application and interpretation.
- 2.300 To review and instruct member Unions and/or the Company in interpretation and application of terms and conditions (subject to Step V of Grievance Procedure) when the Company or employees of any given Union depart from Agreement Conditions.
- 2.400 With the Company, through a Sub-committee, visit the location of each facility prior to commencement or as often as necessary to initiate and maintain the cooperation of the Local Unions.
- 2.500 To prepare and distribute duly negotiated collective agreements for signing.

**ARTICLE 3.000 – RECOGNITION:**

- 3.100 The bargaining unit under this Agreement shall comprise all employees of the Company, coming under the jurisdiction of the Unions signatory to this Agreement, now employed and employed in the future for all craft support work at the Owner's plant site.
- 3.200 The Company and the Unions:

- 3.201 Agree that the jurisdiction recognized herein for each Union shall be the jurisdiction recognized by the AFL-CIO, provided, however, that if they or the Unions are unable to agree upon the Union which is to have jurisdiction over any group of employees, the Company will recognize one as having jurisdiction until such time as the Claimant Unions agree upon another and provided further that work considered within the jurisdiction of any Union which is not represented by the Unions listed herein may be assigned by the Company to the jurisdiction of the most appropriate Union.
- 3.202 Recognize the Unions as herein duly constituted for the purpose of bargaining collectively and administering this Agreement for the members of their respective Unions. The responsibility for interpretation and administration of this Agreement rests in the Committee.
- 3.203 Agree to bargain collectively with the Unions and to be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made pursuant thereto. On all craft support work, the Project Agreement shall govern terms and conditions and take precedence over local construction agreements or area practices.

**ARTICLE 4.000 – UNION SECURITY:**

- 4.100 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.
- 4.200 The Company will cooperate with the Signatory Unions in providing employment to their members and the Unions agree to assist the Company by all means in their power to secure necessary skilled and competent tradesmen.
- 4.300 The Company will contact the appropriate Union local first to secure the necessary tradesmen. However, when the Union cannot supply tradesmen within 48 hours exclusive of Saturday, Sunday and holidays, the Company may secure them from any source and immediately put them to work with advice to the tradesmen that they are employed subject to Union Agreement of Membership and/or replacement, by Union Members – and advice to the appropriate Business Agent that the tradesmen are on the job.
- 4.400 It will be the Unions' responsibility to provide a referral slip to the employee at the Jobsite or supply a satisfactory replacement, who is a member. Tradesmen, who are employed under these circumstances (in special trades or skills or who are trained at Company expense for special work) will not be replaced except by written request of the Union within sixty days of the date of hire and approval of the Company.

- 4.500 When the Union cannot supply qualified tradesmen within 48 hours of the date requested, then the Company may secure other qualified tradesmen who must apply for membership in the respective Unions.

**ARTICLE 5.000 – SCOPE OF WORK:**

- 5.100 The scope of this Agreement covers all craft support work on the site, assigned by the Owner to the Company and performed by the employees of the Company covered by this Agreement, within the limits of the Owner's plant site.
- 5.200 All sub-contractor(s) to the Company under this Agreement shall abide by the terms and conditions of this Agreement, and said sub-contractor(s) will recognize Article 4.000 as contained in the Agreement.
- 5.300 It is also understood that the work sub-contracted to specialty contractor(s) (i.e. refractory) will be executed under the appropriate specialty collective agreement(s).
- 5.400 The Unions and the Company understand that the Owner may, at his discretion, choose to perform or directly subcontract work for any part or parts of the work necessary in his plant

**ARTICLE 6.000 – DEFINITION:**

- 6.100 Craft support work includes all scopes of work contracted to Jacobs Industrial Services Ltd. by North Atlantic Refining Ltd..
- 6.200 The administration and interpretation of this article and the determination of scope of work under this agreement is the responsibility and prerogative of the General Presidents' Committee for Canada.

**ARTICLE 7.000 – GRIEVANCE PROCEDURE:**

- 7.100 It is agreed that it is the spirit and intent of this Agreement to adjust grievances promptly. All grievances, including discharge for just cause, but not those pertaining to jurisdictional disputes, that may arise on any work covered by this Agreement must be initiated within fifteen (15) working days of the incident by either the employee in Step 1 or the Local Union in Step II and shall be handled in the following manner:
- 7.101 Step 1: Between the aggrieved employee and/or his Steward and the Company supervisor.
- 7.102 Step II: Between the aggrieved employee, his Steward and/or Local Union Business Representative and the Craft Foreman, the Supervisor and the Project Manager. If settlement is not achieved at this step, the grievance must be presented in writing to the

Company and to the Local Union Business Manager of the Union involved.

- 7.103 It is contemplated that the Local Union affiliates and representatives of the company will establish a Local Liaison Committee to review and settle grievances arising from this agreement before submitting them to the next step. Should the Local Liaison Committee be unable to resolve such grievances, they would be referred to the parties pursuant to Step III.
- 7.104 Step III: Between the International Union Representative and the Labour Relations Manager or the highest official of the Company.
- 7.105 Step IV: By negotiation between a committee of the Unions signatory to this Agreement and senior officials of the Company at a meeting to be held at the place of work or a mutually agreeable location.
- 7.106 Step V: If any dispute or grievance concerning the interpretation, application or violation of this Agreement cannot be settled through the procedure described above within ten (10) working days, the matter may be submitted by a Signatory Union to this Agreement or the Company, to a Board of Arbitration for adjudication. This Board shall consist of three (3) Arbitrators, one appointed by each party to this Agreement and the third, who shall act as Chairperson, to be selected by the two so appointed. The party desiring arbitration shall appoint its Arbitrator and shall give notice in writing to the other party together with a written statement of the question to be arbitrated. In the event that the other party does not appoint its Arbitrator within three (3) days the appointment shall be made by the Minister of Labour for the Province in which the grievance occurs. In the event the two Arbitrators appointed cannot within three (3) days select a third Arbitrator who is willing to serve, the two Arbitrators shall jointly request the Minister of Labour of the Province in which the grievance occurs to designate the third Arbitrator who shall act as Chairperson. This Board when selected or appointed will proceed as soon as practicable to examine into the dispute or grievance and on the basis of the facts, render its judgment.

The majority or unanimous decision of the Board of Arbitration shall be final and binding and accepted by both parties for the duration of the Agreement.

In the event that a majority decision is not reached by the Board of Arbitration, the decision of the Chairperson shall be deemed to be the decision of the Board and shall be final and binding and accepted by both parties for the duration of the Agreement.

The Arbitration Board shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

In arbitration proceedings, each party shall pay the expenses of its Arbitrator and the expenses of the Chairperson shall be shared equally by the parties.

The Company shall provide the necessary facilities for the grievance meetings.

7.200 Grievance forms will be provided by the Company at the jobsite.

**ARTICLE 8.000 – JURISDICTION:**

8.100 Craft Support conditions do not always justify adherence to craft lines which, in itself, does not establish precedent or change the appropriate jurisdiction of the crafts involved. Composite crews may be formed where conditions warrant, but this is not to be construed under regular operating conditions as the Company's prerogative to assign employees out of their usual skill classification.

8.200 The Company 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.

8.300 It is understood that all employees will work together harmoniously as a group and as directed by the Company.

8.400 In the event that any jurisdictional disputes shall rise between two or more Unions represented by this Agreement, an immediate assignment of the work in question shall be made by the Company representative, based upon decisions and agreement of record or other information available. 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.

8.500 The Company 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 9.000 – UNION REPRESENTATIVES:**

9.100 Representatives of the Unions shall have access to the job during working hours on Union business. They shall, as regulations of the plant permit, obtain specific authorization from the Company for each visit.

**ARTICLE 10.000 – STEWARD:**

10.100 Each Union signatory to this Agreement may appoint or select one (1) working Steward from among the Company employees to act as a representative of the Union in connection with Union business. Each Union may also appoint an acting Steward for afternoon or midnight shifts. These Stewards shall be allowed reasonable time to conduct Union business related to this project. The Business Manager of the

applicable Local Union shall be consulted in advance of the termination of the Steward.

- 10.200 Steward designations must be confirmed in writing to each job superintendent in order to allow recognition of Steward's privileges.
- 10.300 The Steward shall not be discriminated against and shall receive his fair share of overtime work for which he is qualified.
- 10.400 At lay-off, the appointed Steward will be one of the last three (3) employees on the job, provided he is capable of performing the remaining work.
- 10.500 Notwithstanding the remainder of this Article a Job Steward who is a short-term employee may be laid-off when the assignment for which he was hired is completed, and all workers hired for that assignment are laid off.

**ARTICLE 11.000 – REFERRAL OF TRADESMEN:**

- 11.100 Craft support work that the Company performs involves all work associated with 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 Company on the Unions. The Unions, by this Agreement, completely understand the necessity of these extremes and agree to make every effort to fulfill the personnel requirements of the Company.
- 11.200 When employees are required, the Company shall request that the required number of applicants be referred for employment under the following minimum standards. Such requests to the Union Hall will be made and/or confirmed by facsimile:
  - 11.201 The Local Union Business Representative will be contacted by the Company on all occasions when tradesmen are required.
  - 11.202 The Company will use its best judgment in advising the Local Business Agent of type of work (i.e., day rate, shift, etc.)..
  - 11.203 The Union representative shall, to the best of his ability, supply qualified tradesmen to perform the work described under this Agreement.
  - 11.204 For just and sufficient cause, the Company shall retain the right to reject any applicant referred by the Union. The Company will provide written reasons to the Local Union upon refusal to hire.
  - 11.205 The Company will be allowed to name hire up to fifty (50) percent of the members required for each trade. The Business Manager of the Local Union has the discretion to permit higher

percentages for name hires. Layoffs shall be conducted so as to maintain the 50/50 ratios, provided the remaining workers are qualified to perform the remaining work.

- 11.206 There shall be no "banking" of calls, and the Company shall not be permitted to include the unused allowance when hiring at a later date.
- 11.300 The designation and determination of the number of foremen on support work shall be the prerogative of the Company. Foremen may be requested to work with the tools, when in the Company's opinion, it is advisable
- 11.400 Tradesmen referred to the job by the Local Union Representative, shall report to the Employment Office established for the project.
- 11.500 The Company may transfer employees with special skills or qualifications to projects where forces are being increased. Transfers are not permitted to displace existing employees.
- 11.600 When employees are absent from work and do not inform the project supervisor of the reason for their absence such employees may be disciplined.
- 11.700 The parties to this agreement recognize the importance of apprenticeship to the construction industry. The parties agree to support, wherever practicable, the employment of apprentices on all projects to reflect acceptable reference agreement ratios. The company will follow the policies established in the Local Agreement with respect to the granting of pay increments. Should the apprentice be requested by the company to delay his school block, he will be paid his full increment upon completion of appropriate work hours. Any delayed schooling must be approved by the Local Union apprenticeship authority.

#### **ARTICLE 12.000 – WAGES:**

- 12.100 Wages are to be paid as follows:
  - 12.101 Base wage rates for craft support work shall be one hundred (100) percent of those as set forth in the Area Labour Agreement of the Member Union (negotiated with the CLR) where such work is to be performed and shall be paid to all Employees under the terms of this Agreement.
- 12.200 Fringe Benefits will be paid according to the attached Schedule of Wages and Benefits, page 28.
- 12.300 In the event that local agreements terminate and no agreement is reached regarding wages, the Company, in order that continuity of work shall be maintained agrees as follows:

- 12.301 Should a work stoppage occur in negotiating the local Agreement, the employees of the affected Unions will be paid the appropriately adjusted wage rate negotiated in the new Agreement, on a retroactive basis to the date of the work stoppage or the effective date of the new wage rate whichever is the earlier. This is to ensure against any work stoppage on this project which would be caused by a breakdown of local negotiations.
- 12.302 Should no work stoppages occur in negotiating the local Agreement, the employees of the affected Unions will be paid the appropriately adjusted minimum wage rate negotiated in the new Agreement on the effective date of the new wage rate.
- 12.400 Wages will be paid weekly by cheque or electronic deposit. Should an employee, due to his inability to provide a bank account number or void cheque, this shall not be considered a condition of employment and an exception to direct deposit will be made if banking arrangements cannot be established, supported in writing, with a recognized financial institution. The payroll period will generally close at 12:00 midnight on Saturday, however, in order to meet the job requirements the Company may close the payroll earlier. This will be established as a job condition and those affected so notified. Wages will be distributed not later than the following Thursday before the end of the shift except during a week when a Statutory Holiday falls on a Monday, in which case wages will be distributed no later than the following Friday before the end of the shift.
- 12.401 Employees who are laid off or terminated from the services of the Company, shall normally receive their final wages, vacation pay due, employment insurance record of earnings, and apprenticeship books, before they leave the jobsite. Employees who quit will have their final pay and employment record of earnings mailed or deposited no later than the date of the next regular pay day for the earnings involved.
- 12.402 It is recognized that there will be certain occasions when the above procedure is not possible for terminated or laid-off employees. In these cases final wages, vacation pay due, and employment insurance record of earnings will be mailed to the employee's last recorded home address within three (3) working days exclusive of Saturdays, Sundays, and Statutory Holidays.
- 12.403 Should the wages, vacation pay, and employment insurance record of earnings not be mailed within this time period the Company will pay a penalty of \$100.00 per day exclusive of Saturday, Sunday and Statutory Holidays until the mailing is made. Penalties will not be payable in the event that only employment insurance record of earnings are late mailed.
- 12.404 Complaints/grievances with respect to non-receipt of wages, vacation pay due and employment insurance record of earnings

must be raised on a timely basis, in any event, not more than ten (10) working days, exclusive of Saturday, Sunday and Statutory Holidays from date of termination.

- 12.405 Should employees be short paid ten (10) or more hours or equivalent value on their weekly pay cheque or electronic deposit, the company will provide a make up payment no later than the third business day after the shortage was brought to their attention. Should this payment not be made, the applicable provisions of Article 12.403 and Article 12.404 above will apply.

### **ARTICLE 13.000 – WORK CONDITIONS:**

- 13.100 Eight (8) hours per day shall constitute a standard work day between the hours of 7:00 a.m. and 5:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday to Friday inclusive.

As an option, a ten (10) hour per day, four (4) day work week, Monday to Thursday and/or Tuesday to Friday may be established. Start times may be staggered up to two (2) hours between 7:00 a.m. and 9:00 a.m. as above. The ten (10) hour system must operate for a minimum period of four (4) consecutive days before it is established as the regular hours of work. Once established it becomes the regular hours for those so assigned.

The noon lunch period will be one half (1/2) hour and may be staggered one (1) hour either way to accommodate production schedules and emergencies.

- 13.101 An employee, who is requested to work through his scheduled noon lunch period and the lunch period provided falls beyond the staggered one (1) hour allowance, will be paid an additional one half (1/2) hour at the straight time rate.

- 13.200 All time worked before of after the established work day of eight (8) or ten (10) hours, Monday through Friday, and all time worked on Saturdays, Sundays and Recognized Holidays, as listed in Article 18.000 of the Agreement shall be paid for at overtime rates as follows:

- a) Double-time for all hours worked continuous with the regular work day Monday through Friday.

Double-time for all hours worked on Saturdays, Sundays and Holidays.

- b) Four ten (10) Hour Day Option:

When the four (4) ten (10) hour day option is being worked, all hours in excess of ten (10) hours on any of the four (4) days will be paid at double-time (2). When

the Monday or Friday is worked, all hours worked will be paid at double-time.

- 13.300 In no case shall overtime rates exceed double the hourly rate.
- 13.400 Payment for the Statutory Holidays, as listed in Article 17.000 of this Agreement, shall be paid at Double-time.
- 13.500 Overtime meals on day work conditions are as follows:
  - 13.501 When an employee is requested to work overtime and the employee works more than ten (10) hours, the Company agrees to provide a meal for his second meal break. Subsequent meals will also be provided by the Company as near regular four (4) hour intervals as possible.
  - 13.502 When foremen are required to arrive at work up to one (1) hour prior to the normal starting time of the shift to organize work and obtain permits, they shall not be entitled to a meal or meal break as per Article 13.501 unless they work more than two (2) hours beyond the end of their normal shift.
  - 13.503 The second meal break will normally be 6:30 p.m. and subsequent meal breaks each four (4) hours after the conclusion of each thirty (30) minute meal break. However, it will be the prerogative of the Company, in conjunction with the job stewards, to arrange meal breaks for efficiency and convenience of the job.
  - 13.504 The employee will be allowed a thirty (30) minute meal break at straight time pay in which to eat the meal, except that no payment will be made for the noon break on Saturdays, Sundays and Holidays.

**ARTICLE 14.000 –SHIFT PREMIUMS:**

- 14.100 Shift premiums are as follows:
  - 14.101 Employees working a day shift defined as a shift starting at 8:00 a.m. shall work eight (8) hours for eight (8) hours pay.
  - 14.102 Employees working an afternoon shift, defined as shift starting after 8:00 a.m. and before 9:00 p.m. shall receive a shift premium of seventeen and one half percent (17.5%) of the hourly base rate, for all hours worked.
  - 14.103 Employees working a midnight shift defined as a shift starting between 9:00 p.m. and 2:00 a.m. shall receive a shift premium of seventeen and one half percent (17.5%) of the hourly base rate , for all hours worked

**ARTICLE 15.000 – STARTING TIME AND QUITTING TIME CONDITIONS:**

15.100 After notifying the Unions, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard work day of eight (8) hours for the job or portion thereof to which any such change of starting time applies, shall begin with such new starting time.

**ARTICLE 16.000 WORK BREAKS:**

16.100 It is agreed that all employees covered by this agreement are to receive two (2) rest or coffee breaks of ten (10) minutes on the job in the area or areas designated by the Company. Each break shall be established by the employer in each eight (8) hour shift. It is, however, understood that this shall be done in such a manner as to not stop the necessary operation of the job.

Where a scheduled ten (10) hour day is established the rest or coffee breaks will be two (2) breaks of fifteen (15) minutes each.

**ARTICLE 17.000 – STATUTORY HOLIDAYS:**

17.100 The following days will constitute the Recognized Holidays within the terms of this Agreement:

- |                   |                     |
|-------------------|---------------------|
| 1. New Year's Day | 6. Labour Day       |
| 2. Good Friday    | 7. Thanksgiving Day |
| 3. Victoria Day   | 8. Remembrance Day  |
| 4. Civic Holiday  | 9. Christmas Day    |
| 5. Canada Day     | 10. Boxing Day      |

17.200 Should any of the above listed holidays occur on a Saturday or Sunday, such holiday shall be observed on the preceding Friday or on the Monday following unless changed by mutual agreement between the Company and the Unions.

17.201 When the four (4) ten (10) hour day option is being worked and a Holiday falls during the normal work week the maximum of thirty (30) hours per week shall form the basis of maximum straight time.

17.202 Holiday Observance Clarification:  
When working the five (5) x eight (8) hour work week and the recognized holiday falls in the work week the holiday is observed on the day it falls. If the holiday falls on Saturday or Sunday, it is moved to the preceding Friday or the following Monday.

When working the four (4) x ten (10) hour work week and the recognized holiday falls in the work week it will be observed on the day it falls.

When working the four (4) x ten (10) hour work week Monday to Thursday and the recognized holiday falls on the Friday it will be moved to the preceding Thursday.

When working the four (4) x ten (10) hour work week Tuesday to Friday and the holiday falls on the Monday it is observed on the Tuesday. If it falls on Saturday or Sunday, it is observed on the preceding Friday or on the following Tuesday.

Employers will post the date to be observed no later than seven (7) days prior to the holiday.

In order to harmonize (client, multi-employer) observance on site the employer may make a request to the General Presidents' Committee within fourteen (14) days of the holiday to establish another day to be observed other than those noted above.

**ARTICLE 18.000 – VACATION ALLOWANCE:**

18.100 Vacation Pay will be in accordance with vacation pay rates established in the attached Schedule.

**ARTICLE 19.000 – MINIMUM PAY AND REPORTING TIMES:**

19.100 Incident Weather – The Company retains the right to determine working requirements, number and kind of people required, when only a portion of the work may be performed under protection or may be of an emergency nature. The procedure for review and determination of work and tradesmen to remain on the job shall be as follows:

19.101 The Company Superintendent will immediately contact the Foreman and Job Steward(s) of the Craft Union(s) affected and survey:

- a) Circumstances affecting safety and efficiency of the work.
- b) Determine degree of urgency of job continuation.
- c) Determine number and skills of tradesmen required to perform the work commensurate with the urgency established.

- d) Determine and arrange protection for safe efficient performance of the work as required by urgency and inclement condition.
- 19.102 The Foreman and Job Steward will then advise the tradesmen of the circumstance, provisions being made for their safety and protection and arrange for the necessary tradesmen to proceed with assignments.
- 19.103 If work which can be done under reasonable and safe conditions cannot be found for all the tradesmen, then those who cannot be gainfully employed will be allowed to leave the job. The Company at this point will endeavor to find work for all tradesmen by rescheduling and altering the planned work, if so required.
- 19.104 If at this stage the craftsmen still refuse to go to work, the Superintendent will instruct the Foreman and Steward of the craft that they are to contact the Business Agent or his immediate superior and report that the tradesmen have refused to go to work.
- 19.105 Subject to above, Clause 19.500 of the Agreement shall be applied.
- 19.106 When an employee reports to work and cannot work because of inclement weather he shall be paid two (2) hours reporting time and the employee must remain on the job for the two (2) hour period unless otherwise instructed by the Company Supervisor.
- 19.200 Work Not Available – The following conditions apply:
- 19.201 When an employee reports to work and is not given the opportunity to work because none is available or was not advised before the completion of the previous day's work, he shall be paid two (2) hours reporting time and allowed to leave the job immediately.
  - 19.202 If an employee has started to work on his regular shift he shall be paid not less than four (4) hours pay. When the employee works more than four (4) hours but less than eight (8) hours on his regular shift he shall be paid a minimum of eight (8) hours pay.
- 19.300 Conditions for Call-Ins of employees will be as follows:
- 19.301 When an employee is called in to work on his scheduled day off or a Holiday, he shall be paid a minimum of two (2) hours pay at double (2) the basic hourly rate.

- 19.302 Employee will receive minimum of two (2) hours pay for all call-ins regardless of time or duration except that total call in pay within a given eight (8) hour period will not exceed normal overtime pay for that eight (8) hour period.
- 19.303 "Call-In" pay will be applicable to each call extended to an employee but the total call-in pay within a given eight (8) hour period shall not exceed normal overtime pay for that period.
- 19.304 A "Call-In" which immediately precedes and becomes continuous with regular work day will be paid as follows:
- i) Minimum of two (2) hours at double the basic rate.
  - ii) Overtime rate for any hours worked in excess of two (2) hours up to starting time of employee's regular work day.
  - iii) At normal starting time of employee's regular work day pay shall revert to appropriate pay for that day.
- 19.305 When an employee is advised prior to completion of a shift or work day to report back at a specific time between shifts, such work is not considered "Call-In" but will be paid at double the basic rate without regard to minimum pay.
- 19.306 When an employee is advised prior to completion of a shift or work day to report early for his succeeding shift or work day, such work is not considered "Call-In" but will be paid at the applicable overtime rate without regard to minimum pay.
- 19.307 It is not intended that an employee shall work more than sixteen (16) hours in any given twenty-four (24) hour period, therefore, it should be established that an employee must have at least eight (8) continuous hours off between regular shifts or he will be paid overtime rates for all hours worked in excess of first eight (8) until such time as the employee does have eight (8) continuous hours off.
- This shall be established as a Project Rule and it shall be the Supervisor's responsibility to verify the returning time with any employee working in excess of sixteen (16) hours or returning between shifts on "Call-Ins" to ascertain that the employee does receive the eight (8) hours off or is paid correctly.
- 19.308 It is the intent of this Clause that no employee shall lose pay on a normal shift due to taking the required eight (8) hour break.
- 19.400 Subject to the above, it shall be the Company's prerogative to decide whether work shall be stopped during a day of work.

- 19.500 If an employee stops work for reasons of his own, and without the approval of the Company, he shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.
- 19.600 Conditions for employees on Stand-By Duty on scheduled days off will be as follows:
- 19.601 Whenever an employee is scheduled for stand-by duty he will be reimbursed with two (2) hours pay at double-time (2) for each period of duty. Each stand-by period will not exceed twenty-four (24) consecutive hours, and not more than three (3) consecutive stand-by periods will be permitted. Stand-by duty means that an employee agrees to be available on call during the period. The names of persons on stand-by duty will be posted.

**ARTICLE 20.000 – TRAVEL AND ACCOMMODATION ALLOWANCE:**

Refer to Letter of Understanding Appendix "A", page 25.

**ARTICLE 21.000 – MIXED CREWS:**

- 21.100 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 Company in every respect in order that the work be conducted in a most expedient manner.
- 21.200 In the event that an emergency arises which would not warrant the "Call-In" of other tradesmen or others could not be reached, the Company shall have the right to assign those on the project to such emergency work as is necessary. The Company agrees that in such cases, it will have due regard where practicable to Union jurisdiction.
- 21.300 Conditions for emergency work are as follows:
- 21.301 A mixed crew under the terms of this Agreement shall be any group of employees up to and including the entire force signatory to this Agreement necessary to meet the emergency situation without regard to classification or craft for that period only.
- 21.302 An emergency under the terms of this Agreement is defined as any situation of an unexpected nature endangering life, property or normal plant production.
- 21.303 In the event such emergency continues, a return to craft line operation will be made as soon as contact between the Company and Local Business Agent is feasible. In any event the Company shall notify any or all Local Business Agents whose craft rights have been affected during the course of such emergency not later than the next regular business day.

**ARTICLE 22.000 – SUPERVISION:**

22.100 The Company reserves the right to send into the area of work as many Supervisors and Professional Engineers, as it deems necessary to supervise the work covered by this Agreement.

**ARTICLE 23.000 – TOOL ROOMS:**

23.100 The Company 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 manpower required for the operation of the centrally located tool room and warehouse may at the Owner's option be employed directly by them.

23.200 If it is the intention of the Company to establish area tool rooms and warehouses as required for efficient service in the plant, these area tool rooms and warehouses will be manned under the terms of this Agreement.

23.300 Tools issued to employees for use on the job will remain Company property and those employees to whom the tools are issued, will be responsible for their safekeeping and return. The Company may issue rules and regulations governing the issue of tools and their return to the tool room.

**ARTICLE 24.000 – FIRST AID, SAFETY AND PROTECTIVE CLOTHING:**

24.100 First Aid – the Company or the Owner will provide first aid services in accordance with applicable Provincial or Federal Legislation and Regulations.

24.200 Safety – the employees covered by the terms of this Agreement shall at all times while in the employ of the Company be bound by the Safety Rules and Regulations as established by the Company and the Owner. These rules and regulations are to be published at conspicuous places throughout the plant. The Company will provide to the employees, such items of safety equipment and apparel as required by these Safety Rules and Regulations.

24.300 Protective clothing for employees will be as follows:

The Company accepts the responsibility to provide coveralls and all necessary protective clothing required for working conditions which are exceptional or would lead to speedier deterioration of personal clothing, than under normal or usually accepted working conditions.

**ARTICLE 25.000 – PROJECT RULES:**

- 25.100 Local Union Business Representatives should encourage all members to give employers a permanent mailing address and the name and address of "next of kin" for notice purposes.
- 25.200 It is recognized that in an operation of this kind, the Company 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 tradesmen on the job by the Company, provided such rules do not conflict with or contravene terms of this Agreement.
- 25.300 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 Company at the time of their hire and that they shall be bound by them throughout the duration of their employment.
- 25.400 It is further agreed that violation of these project rules and regulations is direct and just cause for disciplinary action, including discharge, subject to Article 7.000, Grievance Procedure.

**ARTICLE 26.000 – PERIODIC CONFERENCE:**

- 26.100 Periodic conferences shall be held by the parties from time to time for the purpose of discussing matters of mutual interest.

**ARTICLE 27.000 – WORK STOPPAGES:**

- 27.100 During the term of this Agreement there shall be no lock-out by the Company and no slowdown or work stoppage by any of the Unions.

**ARTICLE 28.000 – ADMINISTRATION FUND:**

- 28.100 The employer shall contribute an amount of ten (\$0.10) cents per hour earned to the General Presidents' Committee Industry Administration Fund. **Remittances are to be made as per the form attached to the back of the Agreement.**

**ARTICLE 29.000 – MANAGEMENT CLAUSE:**

- 29.100 The Company shall have full right to direct the progress of the work and to exercise all function and control, including but not limited to, the selection of the kind of materials, supplies, or equipment used in the prosecution of the work and the right to discharge or lay-off any employee for just and sufficient cause, provided, however, that no employee shall be discriminated against. These provisions do not prohibit the Union's right to the peaceful exercise of grievance procedure if in its judgment the spirit and intent of this Agreement has been violated.

**ARTICLE 30.000 – DURATION OF AGREEMENT:**

30.100 The duration of the Agreement will be 3 years from June 3, 2010 to May 31, 2013 and from year to year thereafter unless written notice to terminate or modify the Agreement is filed by either party at least sixty (60) days prior to the expiry date.

Agreed this 3<sup>rd</sup> day of June, 2010

FOR AND ON BEHALF OF  
JACOBS INDUSTRIAL SERVICES LTD.,  
CALGARY, ALBERTA

\_\_\_\_\_  
Corporate Manager of Labour Relations

\_\_\_\_\_  
General Manager, Eastern Canada

\_\_\_\_\_  
Jacobs Site Manager

FOR AND ON BEHALF OF THE UNIONS

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Vice President  
International Association of Heat & Frost  
Insulators & Allied Workers

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General President  
Labourers International Union of  
North America

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International Vice President  
International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers  
& Helpers

---

General President  
International Union of Operating  
Engineers

---

Director, Canadian Operations  
International Union of Bricklayers and  
Allied Craftworkers

---

General President  
International Union of Painters  
and Allied Trades

---

General President  
United Brotherhood of Carpenters  
& Joiners of America

---

Director of Canadian Affairs  
United Association of Journeymen &  
Apprentices of the Plumbing &  
Pipefitting Industry of the United  
States and Canada

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Vice President  
Operative Plasterers & Cement Masons  
International Association

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General President  
International Brotherhood of Teamsters.

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International President  
International Brotherhood of Electrical  
Workers

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General Vice President  
International Association of Bridge,  
Structural Ornamental & Reinforcing  
Iron Workers

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Director of Canadian Affairs  
Sheet Metal Workers' International

# Appendix “A”

## Letter of Understanding Re: Travel and LOA

ATTENTION: Jacobs’ Trade Employees

FROM: Brett Horan, Manager of Labour Relations

DATE: June 3, 2010

SUBJECT: Travel and LOA Program

All employees participating in the Travel Program are required to provide proof of residence prior to acceptance into the program. Please review the detailed guidelines below.

In making the determination as to whether a person is eligible for receiving Travel Program payments and for determining the amount those payments, the following factors will be considered:

- a) the dwelling place of the employee’s spouse and dependants;
- b) the employee’s personal property and social ties in the community;
- c) the employee’s permanence and purpose of residence in a particular community;
- d) documented evidence of the following:
  - i. property tax or rent receipts
  - ii. telephone, gas, or other utility receipts
  - iii. driver’s licenses
  - iv. income tax documentation from the Canada Revenue Agency
  - v. unemployment insurance documents
  - vi. voters’ list registration

Effective March 15, 2010, all employees applying for the Travel Program must provide at least **two** of the items listed under d) documented evidence, and these documents must be timely (as determined by site management). No Travel Program payments will be processed until these documents have been received and reviewed for authenticity. Documents may be requested more than once as time passes.

At management’s discretion, some employees may be interviewed to evaluate the appropriateness of the supplied/required documents and payment eligibility.

Travelers living fewer than 34 km from the site parking lot are not eligible for Travel Program payments. Travelers living between 34 km and 100 km from the site parking lot are eligible for \$0.63 (sixty-three cents) per road kilometre paid one way from home.

Travelers living 100km or more from the site parking lot are eligible for \$63 per day (7 days per week). Travel payments for those receiving a travel allowance based upon 7

days per week will be prorated (based on the number of scheduled work days per week) if the individual does not report to work (i.e. if you are scheduled to work 7 days a week and miss one day  $\frac{1}{7}$ <sup>th</sup> will be deducted from the travel allocation, if you are scheduled to work 4-10's and miss one day  $\frac{1}{4}$  of the travel allocation will be deducted, if you are scheduled for 5-8's and miss one day  $\frac{1}{5}$ <sup>th</sup> will be deducted from the travel allocation, etc.)

Those employees residing greater than 150 kms from the site parking lot will also be entitled to initial and terminal travel in the amount of \$100.00 each way. Initial will be paid 15 days after hiring and terminal at lay off.

# **APPENDIX ‘B’**

## **POLICY UNDERSTANDING**

### **DRUG AND ALCOHOL GUIDELINES AND WORK RULE**

The General Presidents’ Maintenance Committee endorses the “Canadian Model for Providing a Safe Workplace” as established on May 10, 2005, as the standard for such programs in the maintenance industry. The Committee reserves the right to review subsequent updates to the Canadian Model.

### **JOINT POLICY STATEMENT ON MILITARY LEAVE FOR EMPLOYEES IN THE ORGANIZED CONSTRUCTION AND MAINTENANCE INDUSTRIES**

The General Presidents’ Maintenance Committee and Jacobs Industrial Services Ltd., endorse and agree to enact as appropriate the “Joint Policy Statement on Military Leave for Employees in the Organized Construction and Maintenance Industries” as established in May 2010 at the Canadian Building Trades Policy Conference held in Ottawa.

## **APPENDIX 'C'**

### **NORTH ATLANTIC REFINING LTD. GENERAL PRESIDENTS' WAGE & BENEFIT SCHEDULE ARTICLE 12.000**

- 1) The following formula will be used for the determination of Craft Support Base Rates and Benefits for the duration of the Agreement June 4, 2010 to May 31, 2013.
  - I) Craft Support Base Rates will be set at 100% of Local Construction base rates, negotiated with the CLR.
  - II) 100% of appropriate fringe benefits will be paid for the duration of the Agreement, including payments to Employer Associations. Payments to the Newfoundland and Labrador Building and Construction Trades are payable under this Agreement. Remittances will be made pursuant to the Local Construction Agreements or paid directly to the NLBTC by mutual Agreement.
- 2) Apprentice Base rates are calculated at the percentages provided in the Local Construction Agreement..
- 3) THE EMPLOYER IS RESPONSIBLE FOR OPERATING ITS OWN PAYROLL IN AN ACCURATE AND TIMELY FASHION PURSUANT TO THE COLLECTIVE AGREEMENT. APPROPRIATE UNION DUES DEDUCTIONS ARE TO BE MADE PURSUANT TO THE LOCAL AGREEMENTS.
- 4) Pursuant to Article 28.000, Administration Fund, the General Presidents' Committee Admin Fund is set at \$0.10 per hour earned.

## **APPENDIX “D”**

### **NARL Labour Relations Plan September 6, 2011**

#### **Purpose:**

To foster harmonious and effective labour relations on site thereby ensuring stable and efficient work practices maximizing employment under the Craft Support Agreement.

#### **Participants:**

Jacobs' Management

Jacobs' Labour Relations

Site Job Stewards

Participating Local and International Union Representatives

Staff of the Newfoundland and Labrador Building and Construction Trades Council

Staff of the General Presidents' Maintenance Committee

#### **Process:**

Communication and working together to identify and resolve site issues and problems promptly is the key action here.

The first line of communication is between the job stewards, labour relations, and site supervisors. The parties agree to formally establish bi-weekly job stewards' meetings as a minimum. The frequency of these meetings may increase due to shutdown or other periods of high activity on site. These meetings will be chaired by the site Labour Relations person and deal with day to day issues in the field. Local union business managers will be invited to attend these meetings. In order to ensure site wide harmony, job stewards from firms sub-contracted by Jacobs will also attend.

The parties agree to establish the Project Liaison Committee (PLC) as contemplated by the CSA. The PLC will consist of the business manager (or designate) of each participating union, representation from the NL BTC, Jacobs' labour relations and site management as designated by the company. The PLC will meet monthly and be chaired each alternate month by a representative of the unions and Jacobs management. The PLC will deal with issues arising from the site operations and ensure effective communication between the company and local union business managers.

The local unions commit to communicating the developments of the PLC to their local union membership regularly as appropriate. The parties commit to developing an era of cooperative labour-management relations.

The General Presidents' Maintenance Committee will conduct annual Experience Review meetings with local union business managers and the company to ensure effective communication between all parties and ensure accurate and effective administration of the CSA.

There is a clear undertaking by the parties to work together in a harmonious and respectful way in order to ensure stable and effective Labour Relations to deliver a skilled and efficient work force to the project.

General Presidents' Maintenance Committee for Canada  
September 6, 2011



**GENERAL PRESIDENTS' MAINTENANCE COMMITTEE**  
**General Presidents' Maintenance Agreement**  
**Remittance Form.**

MONTH: \_\_\_\_\_ YEAR: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

TEL #: \_\_\_\_\_ FAX #: \_\_\_\_\_

PROJECT (S): \_\_\_\_\_

**(Please ensure all details above are completed – thank you.)**

TRADE	MAN-HOURS PAID	AMOUNT AT \$.10	H.S.T. AT 13%	TOTAL
Boilermakers				
Bricklayers				
Carpenters				
Cement Masons				
Electricians				
Insulators				
Ironworkers (S)				
Ironworkers (R)				
Labourers				
Millwrights				
Operators				
Painters				
Pipefitters				
Sheetmetal Wrkrs				
Teamsters				
<b>TOTAL</b>				

**TOTAL REMITTANCE:**         \$ \_\_\_\_\_

**PLEASE REMIT:**   Cheque payable to General Presidents' Maintenance Committee.

**MAIL TO:**                         General Presidents' Maintenance Committee  
700 Dorval Drive, Suite 502  
Oakville, Ontario L6K 3V3

Remittances are due by the 15th of the month following the month in which the hours are worked.

**General Presidents' Maintenance Committee**  
**700 Dorval Drive, Suite 502, Oakville, Ontario L6K 3V3**  
**Tel: (905) 849-8415 Fax: (905) 849-8154**  
**e-mail: [inquiries@gpmccanada.com](mailto:inquiries@gpmccanada.com)**

**This form may be downloaded from the Forms Library Link at [www.gpmccanada.com](http://www.gpmccanada.com)**