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# COLLECTIVE AGREEMENT

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**THE GENERAL PRESIDENTS' MAINTENANCE COMMITTEE FOR CANADA**

**PROJECT AGREEMENT**

*for*

Maintenance  
by Contract in Canada

*for*

**IRVING OIL LTD., REFINING DIVISION**

**(Including The Refinery Complex, Cana Port,  
Cana Port LNG Facility and East Saint John Facilities)**

**SAINT JOHN, NEW BRUNSWICK**

## PROJECT AGREEMENT FOR MAINTENANCE BY CONTRACT IN CANADA

This Agreement is entered into this 1<sup>st</sup> day of July 2019 by and between the Signatory Employer Representatives listed on Page 32, (hereinafter referred to as the "Company"), and those International Unions listed hereunder (hereinafter referred to as the "Unions"), for the purpose of maintenance, repair and renovation work for the following projects:

Irving Oil Limited, Refining Division, located at Saint John, New Brunswick (including the Refinery Complex, Cana Port, Cana Port LNG Facility and East Saint John Facilities).

### **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 [Iron Workers](#)

[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

International Association of [Sheet Metal, Air, Rail and Transportation Workers](#)

International Brotherhood of [Teamsters](#)

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## COVENANTS

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Whereas, the Company is engaged in the business of plant maintenance, repair and renovations (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 a number of the unions have initiated Standards of Excellence or similar programs for the development of their members, the Parties to this Agreement support the goals of those programs.

Whereas the General Presidents' Maintenance Committee for Canada has initiated a Rules of Engagement Pledge, the parties to this Agreement support the goals of this program.

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 maintenance, repair and renovation work recognized by the Unions of the AFL-CIO as being within the jurisdiction of said Unions.

Whereas, in order to ensure relative equity and uniform interpretation and application, the Unions, through the duly appointed and constituted General Presidents' Committee for Maintenance 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 Plant Maintenance 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 Contract Maintenance services 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:

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## ARTICLE 1.000 APPLICATION FOR PROJECT AGREEMENT

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- 1.100 Any company desiring to enter into a Project Agreement for Maintenance 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 maintenance service for a minimum period of one full year, subject to the usual termination clauses in such contracts.
- 1.200 It is further understood that the Project Agreement shall not be applicable for "shutdown" or "turnaround" work except when such work is performed within the scope of full or year around supplementary maintenance contracts. In order to implement this restriction, it is understood that on newly constructed plants or units a shutdown may occur at any time under the terms of the Project Agreement but existing plants employing this service must have been under contract for full or year around supplementary maintenance service for at least four months prior to commencement of the shutdown/turnaround or such work shall be performed under the terms of the local Construction Agreement.
- 1.300 Should the contract for full or year-round supplementary maintenance 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.

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## ARTICLE 2.000 AUTHORITY & RESPONSIBILITY OF THE COMMITTEE IN ADMINISTERING THE AGREEMENT

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- 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 maintenance job 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.

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## ARTICLE 3.000 RECOGNITION

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- 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 maintenance, repair and renovation 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 maintenance work, the Project Agreement shall govern terms and conditions and take precedence over local construction agreements or area practices.

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## ARTICLE 4.000 UNION SECURITY

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- 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 tradespeople.
- 4.300 The Company will contact the appropriate Union local first to secure the necessary tradespeople. However, when the Union cannot supply tradespeople 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 tradespeople 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 tradespeople 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. Tradespeople, 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 tradespeople within 48 hours of the date requested, then the Company may secure other qualified tradespeople who must apply for membership in the respective Unions.
- 4.600 In emergency situations, where the Company has two or more Maintenance Projects within the jurisdiction of the same Local Union, the Company shall have the right to transfer employees between projects after the Local Union has been given the opportunity to supply and has failed to do so within four hours.

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## ARTICLE 5.000 SCOPE OF WORK

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- 5.100 The scope of this Agreement covers all work of a maintenance, repair and renovation nature, 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 The scope of this Agreement does not cover work performed by the Company of a new construction nature which is work required to erect new facilities in which event the work shall be done in accordance with existing building construction agreements.
- 5.300 The Unions and the Company understand that the Owner may, at their discretion, choose to perform or directly subcontract work for any part or parts of the work necessary in their plant.

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## ARTICLE 6.000 DEFINITIONS

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- 6.100 Maintenance shall be work performed for the repair, renovation, revamp and upkeep of property, machinery and equipment within the limits of the plant property.
- 6.101 "Long-Term Maintenance" shall be the continuing work performed of a maintenance, repair renovation character within the limits of the plant property exclusive of "Short-Term Maintenance" defined below.
- The Company will designate the anticipated number of Long-Term Maintenance force job openings at the pre-job meeting and from time to time as job conditions warrant.
- 6.102 "Short-Term Maintenance" work means work that is terminated within 30 available days of work.
- 6.200 All work performed by the Company on existing equipment and machinery, including all associated work in a given plant, shall be maintenance. This shall include replacement of existing individual items of machinery and equipment with new units, including all associated work. It is understood that this concept would not include replacement of an entire process system installation in a plant in order to increase production.
- 6.300 Addition of spare machinery or equipment may be done under the Maintenance Agreement provided it is for debottlenecking purposes. Example: There are two existing pumps. Both pumps are required to run at all times to maintain full production. A spare may be added for the purpose of having one pump down for maintenance.
- 6.400 Changes to existing units for reasons of feed stock changes or fuel changes shall be maintenance.
- 6.500 The word, "repair" used within the terms of this Agreement and in connection with maintenance, is work requested to restore by replacement or by revamp of parts of existing facilities to efficient operating conditions.
- 6.600 The word "renovation", used within the terms of this Agreement and in connection with maintenance, is work required to change by replacement or by "revamp" of parts of existing facilities to efficient operating conditions.
- 6.700 Fire restoration work will be administered as follows:
- 6.701 The restoration of a plant completely destroyed by fire is considered construction work.



6.702 The restoration of a major part of a plant including several sections which have been destroyed or damaged by fire, shall be governed by the following criteria:

The removal of damaged equipment and the preparation of the damaged area to make it suitable for new equipment will be Maintenance.

The installation and erection of new equipment will be Construction.

6.703 When the fire damage is localized to a given operating unit, such as a heater, distillation tower, compressor, pumphouse equipment and the like, then the restoration of same is to be considered Maintenance.

6.800 The administration and interpretation of this article is the responsibility and prerogative of the General Presidents' Committee for Contract Maintenance in Canada.

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## ARTICLE 7.000 GRIEVANCE PROCEDURE

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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 their Steward and the Company supervisor.

7.102 Step II Between the aggrieved employee, their Steward and/or Local Union Business Representative and the Craft Foreperson, 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 International Representative of the Union involved.

7.103 Step III Between the International Union Representative and the Labour Relations Manager or the highest official of the Company. Carriage and control of any grievance at Step 3 and beyond rests solely with the International Union Representative.

7.104 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.

7.105 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, or they may be downloaded from the General Presidents' Maintenance Committee website at [www.gpmccanada.com](http://www.gpmccanada.com)

7.300 Where the Employers wishes to grieve a union, the above noted procedure may be used with modifications as appropriate.

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## ARTICLE 8.000 JURISDICTION

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8.100 Project maintenance conditions do not always justify adherence to craft lines which, in itself, does not establish precedent or change the appropriate jurisdiction of the 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.

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## ARTICLE 9.000 UNION REPRESENTATIVES

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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.

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## ARTICLE 10.000 STEWARD

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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 Site Manager in order to allow recognition of Steward's privileges.

10.300 The Steward shall not be discriminated against and shall receive their fair share of overtime work for which he or she is qualified.

10.400 At lay-off, the appointed Steward will be one of the last five (5) employees on the job.

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 or she was hired is completed.

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## ARTICLE 11.000 REFERRAL OF CRAFT PERSONNEL

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11.100 Maintenance work that the Company performs involves maintaining operating units that in almost all cases must be kept running. This situation means that much of the work is of an emergency nature and therefore, will require at times the acceptance of extreme fluctuations in the labour demands made by the 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 tradespeople are required and the Company shall state that the tradespersons are required for maintenance work, and also state:

- (1) whether they are to be day rated, short shift, long shift or Compressed Work Week employees.
- (2) whether they are to be initially employed on Long-Term or Short-Term Maintenance as defined herein.

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.) and if employee is to be assigned to Long-Term or Short-Term Maintenance work.

- 11.203 The Union representative shall, to the best of their ability, supply qualified tradespeople 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 forepersons and general forepersons.
- (i) The name hire provision at minimum will follow the Industrial Agreement formula to the extent that name hire provisions available on construction would be available to maintenance contractors as well. This means, if for example, 50% name hire is available in the Industrial Agreement then it would also be available on maintenance.
- 11.206 Where recall arrangements are not covered by a current understanding with the Local Union, the employer may, on unplanned outages, request recall of local union members who have valid customer and contractor orientation certificates within 30 days of lay-off. The employer will provide a list of such individuals to the Local Union for recall.
- 11.207 It is understood that the Company has provided site specific training at the Irving site applicable to certain individuals trained at Company or Irving's expense. The employer requires the ability to request these individuals by name should they be on the out of work list. The General Presidents' Maintenance Committee has endorsed a policy to allow the Company to work with the Local Unions to this effect.
- 11.300 The designation and determination of the number of forepersons on maintenance work shall be the prerogative of the Company. A Foreperson may be requested to work with the tools, when in the Company's opinion, it is advisable.
- 11.400 Tradespeople 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 maintenance industry. The parties agree to support, wherever practicable, the employment of apprentices on maintenance 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 their school block, he or she will be paid their full increment upon completion of appropriate work hours. Any delayed schooling must be approved by the Local Union apprenticeship authority.
- 11.800 Employees who attend specific, technical training courses associated with their maintenance duties which are organized by the Company beyond their normal hours of work or on a Saturday, Sunday or earned day off shall be paid at the straight time rates of pay.

- 11.900 Should it be necessary to reduce the working forces on the job, the Employer shall layoff or terminate their Employees in the following sequence:
- i. The permit-members and retirees.
  - ii. The travel card members from other local unions outside of the province.
  - iii. Travel card members within the province.
  - iv. The member of the local union whose jurisdiction the work is being performed.
- Except that:
- i. The existing ratio of apprentices shall not be reduced until the work force reaches five (5) employees;
  - ii. Consideration must also be given to retain sufficient employees on each job classification to suit the nature of the work remaining.

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## ARTICLE 12.000 WAGES

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- 12.100 Wages are to be paid as follows:
- 12.101 Employees on "Compressed Work Week Maintenance Schedules" shall be paid according to the attached "Long-Term Maintenance Wage and Benefit Schedule Page", for shift work only. Overtime worked shall be paid in accordance with the "Schedule of Rates on Long-Term Maintenance."
- 12.102 Employees on "Long-Term Maintenance" and "Short-Term Maintenance Work" shall be paid according to the attached Wage and Benefit Schedule Page.
- 12.200 During "Long-Term Maintenance" the Company will require additional personnel from time-to-time who will be paid according to the "Long-Term Maintenance Wage Schedule", if such requirement continues for at least thirty (30) available days of work. If such work is available for less than 30 available days of work, such employees will be paid according to the attached "Short-Term Maintenance Wage Schedule."
- 12.300 Fringe Benefits will be paid according to the attached Schedule of Wages and Benefits.
- 12.400 Management association funds, discretionary funds and premium for high or low work, hazardous work, dirty work, acid work and other similar fringes are excluded from this Agreement. The contribution to the U.A. Canadian Training Trust Fund is required under the Project Agreement.
- 12.500 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:
- 12.501 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.
- 12.501(i) Upon renewal of a local reference agreement the employer will have thirty (30) days from receipt of notification to implement any initial monetary changes. Payment of any initial increase will be paid retroactively to the implementation date.

- 12.502 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.
- 12.600 Wages will be paid weekly by cheque or electronic deposit. At the discretion of the Employer, an exception to direct deposit will be made where an employee is able to provide a letter from a recognized Canadian Financial Institution verifying that the employee is ineligible to establish banking arrangements. 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.
- Pay stubs may be delivered electronically via E-post. At the Employer's option, electronic pay records may be provided in lieu of printed records. Upon request from an Employee that does not have the capability to access electronic records, printed pay records shall be issued.
- 12.601 Employees who are laid off or terminated from the services of the Company, shall normally receive their final wages, vacation pay due and apprentice books before they leave the jobsite. Employees who quit will have their final pay mailed or deposited no later than the date of the next regular pay day for the earning involved.
- 12.602 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 and vacation pay due will be deposited or mailed to the employees last recorded home address within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays.
- 12.603 Should the wages and vacation pay not be deposited or mailed within this time period, the Company will pay a penalty of \$100.00 per day exclusive of Saturday, Sunday and Statutory Holidays from the date the shortage was brought to the Company's attention until the mailing is made.
- 12.604 Complaints/Grievances with respect to non-receipt of wages and vacation pay due 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 the date of termination.
- 12.605 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 12.603 and Article 12.604 above will apply.
- In the event that there is a payroll error (miscalculation) on the weekly pay cheque or electronic deposit where an employee is short paid less than ten (10) hours or equivalent, the Company will have two (2) payroll periods, after notification is provided to the Company in accordance with the Company's normal payroll query process, to provide a make-up payment. Should this make-up payment not be made within the two (2) payroll periods, the Company will pay a penalty of \$100.00 per day from the date the Company was notified.
- 12.606 When the Company or the Employee becomes aware of an overpayment, the Company the Union and the Employee will meet to negotiate the repayment terms.

- 12.607 Employees trained to level 1 Standards and are qualified to perform work using Rope Access will receive six (\$6.00) dollars above the rate while performing Rope Access work. This increase in wages will only apply while performing rope access work (includes preparation time).
- 12.700 The intent of this section is to allow the company to pay Short-Term rates during the actual period of a major shutdown.
- 12.701 When a major plant shutdown is in effect, all Long-Term Maintenance employees assigned to the shutdown will be paid Short-Term Maintenance rates and overtime conditions during the period of a major shutdown. Long-term Maintenance employees that are not working directly on a major shutdown will remain at long-term maintenance rates.
- 12.702 A major shutdown will be defined as any shutdown, in which the number of Short-Term employees hired for the shutdown will exceed the total number of Long-Term employees employed on the project prior to the start of the shutdown work by 100%.
- 12.703 The length of the shutdown will be defined as the period of time from the installation of blinds/ safing blanks for the major shutdown, until their removal.
- 12.704 Both 12.702 and 12.703 must apply and if for example the Long-Term personnel are exceeded by 100% and there is no shutdown, or the blinds / safing blanks are not yet in or have been taken out then this Article 12.700 will not apply.
- 12.705 The Company has the option of applying the terms of 12.700 in cases where
- i) The 100% figure is almost but not absolutely achieved, although the blinds / safing blanks have been installed or the shutdown has begun.
  - ii) The start and completion of a major shutdown cannot be accurately gauged by the installation or removal of blinds / safing blanks. The Company will make the initial determination of the start and finish of the major shutdown. In cases of disagreement, the term of the major shutdown will be referred to the Committee.
- 12.706 It is understood no Long-Term employee will receive the Short-Term rate where the Company has Short-Term employees doing preparatory work prior to the shutdown or cleanup work after the shutdown.

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## ARTICLE 13.000 DAY WORK CONDITIONS

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### (Long-Term or Short-Term Maintenance)

- 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.

- 13.100(i) When ten (10) hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two breaks of one half (½) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift.

In the event an Employee is not able to observe their break they shall be compensated in the following manner:

- a.) On a straight time, day, the Employee will be compensated an additional thirty (30) minutes paid at the time and one-half rate.
- b.) On an overtime day, the Employee will be compensated an additional thirty (30) minutes at the double-time rate.

The noon lunch period (paid break) will be one half (1/2) hour and may be staggered one (1) hour either way to accommodate production schedules and emergencies. The above penalty clauses outlined in 16.100 a.) and b.) will apply in instances when the staggered lunch hour (paid break) is moved greater than one (1) hour either way to accommodate production schedules and emergencies as identified in 16.100.

- 13.100(ii) It is understood that in order to be compensated for either paid break an Employee must remain at the worksite at least two (2) hours past the end of the paid break unless the Employee has provided notification to the Employer at the beginning of the shift that they will leaving early.

- 13.101 An employee, who is requested to work through his scheduled noon lunch period on a regular eight (8) or ten (10) hour day 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 or 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:

13.201 Long-Term Maintenance.

- i) All overtime worked will be paid at the rate of time and one half (1 ½ x) Monday to Sunday. Double-time (2x) will be paid after twelve (12) hours Monday to Sunday.

All time worked on Statutory Holidays shall be paid at the rate of double-time (2x).

13.202 Short-Term Maintenance.

- i) All overtime worked will be paid at the rate of time and one half (1 ½ x) Monday to Saturday. Double-time (2x) will be paid after twelve (12) hours Monday to Saturday.

All time worked on Sundays and Statutory Holidays shall be paid at the rate of double-time (2x).



13.203 Short-term rates will only be paid on Projects or Minor Outages that are thirty (30) days or less. Once thirty (30) days have been reached, long-term maintenance rates will be paid.

Short-term rates for Turnarounds will only be paid when the blinds / safing blanks are installed up until these blinds are removed. Once the blinds / safing blanks are removed, all Employees return to long-term maintenance rates.

Day to day maintenance Employees that are not working directly on turnaround work will remain at the long-term maintenance rates.

13.300 In no case shall overtime rates exceed double the hourly rate shown on the attached Wage and Benefit Schedule Page.

13.400 Payment for the Statutory Holidays, as listed in Article 18.000 of this Agreement, shall be in accordance with the attached Wage and Benefit Schedule Page.

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 forepersons are required to:

- 1) Start up to one (1) hour earlier, or
- 2) Finish up to one (1) hour later, or
- 3) Start up to one-half (1/2) hour earlier and finish up to one-half (1/2) hour later than the forepersons crews, for the purposes of organizing work, obtaining permits or facilitating a transition to another shift, the foreperson shall not be entitled to a meal or meal break as per Clause 16.600 unless those provisions are applicable to the rest of the crew.

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.

13.505 It is understood that while the best possible situation is to provide an overtime meal and take a thirty (30) minute break at straight time rates, it is also recognized that there may be some situations where it is impractical to provide an overtime meal. When such events occur, the Company shall provide the Employees:

(i) a payment of twenty-five dollars (\$25.00) as a meal allowance.

(ii) a payment of thirty (30) minutes at straight time rates in lieu of the meal break: and

(iii) a fifteen (15) minute rest break at the applicable rate of pay

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## ARTICLE 14.000 SHORT SHIFT CONDITIONS

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### (Long-Term & Short-Term Maintenance)

- 14.100 A 'Short' shift system may be established when it is intended to operate the shift for less than sixty (60) calendar days. 'Short' shifts may be established on an eight (8) or ten (10) hour per day work week arrangement pursuant to Article 13.100.
- 14.101 Shift employees may be scheduled on a one-shift basis: afternoons, midnights; two-shift basis: days-afternoons, afternoons-midnights, midnights-days, or on a three-shift basis.
- 14.102 The establishment of a one, two or three shift system under this Article does not affect the Company's ability to continue to operate regular "Day Work Conditions" as specified in Article 13.000 or "Long Shift Conditions" as specified in Article 15.000 for other employees so assigned.
- 14.103 Each shift employee must be scheduled for three (3) consecutive work days and may be scheduled for five (5) or seven (7) days per week. When Saturdays, Sundays or Statutory Holidays are worked they shall be paid at applicable overtime rates.
- 14.104 Should the shift be cancelled prior to completion of the three (3) consecutive work days, affected employees will be paid at applicable overtime rates for all hours worked outside the regular work day, as specified in Article 13.200.
- 14.105 It is intended that once an employee is assigned to a particular shift, he or she will complete at least three (3) consecutive days on that shift.
- 14.106 Shift starting times may be varied in accordance with Clause 16.100.
- 14.200 Shift premiums on short shift conditions are as follows:
- 14.201 Employees working a day shift defined as a shift starting at 8:00am shall work eight (8) hours for eight (8) hours pay or ten (10) hours for ten (10) hours pay when working the four (4) ten (10) hour shift option.
- 14.202 Employees working night shift, defined as shift starting after 5:00 p.m. shall receive a shift premium of \$3.50 per hour for all hours worked.
- 14.203 A one-half (1/2) hour unpaid lunch period will be allowed during each eight (8) or ten (10) hour shift.
- 14.204 For purposes of this Agreement, Saturday begins at 8:00 a.m. Saturday, and Sunday ends at 8:00 a.m. Monday.
- 14.300 All time worked before or 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:

14.301 Long-Term Maintenance:

- i) All overtime worked will be paid at the rate of time and one half (1 ½ x) Monday to Sunday. Double-time (2x) will be paid after twelve (12) hours Monday to Sunday.

All time worked on Statutory Holidays shall be paid at the rate of double-time (2x).

14.302 Short-Term Maintenance:

- i) All overtime worked will be paid at the rate of time and one half (1 ½ x) Monday to Saturday. Double-time (2x) will be paid after twelve (12) hours Monday to Saturday.

All time worked on Sundays and Statutory Holidays shall be paid at the rate of double-time (2x).

14.303 Short-term rates will only be paid on Projects or Minor Outages that are thirty (30) days or less. Once thirty (30) days have been reached, long-term maintenance rates will be paid.

Short-term rates for Turnarounds will only be paid when the blinds / safing blanks are installed up until these blinds are removed. Once the blinds / safing blanks are removed, all Employees return to long-term maintenance rates.

Day to day maintenance Employees that are not working directly on turnaround work will remain at the long-term maintenance rates.

14.400 Overtime meals on short shift conditions are as follows:

14.401 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 to regular four (4) hour intervals as possible.

14.402 When forepersons are required to:

- 1) Start up to one (1) hour earlier, or
- 2) Finish up to one (1) hour later, or
- 3) Start up to one-half (1/2) hour earlier and finish up to one-half (1/2) hour later than the foreperson crews, for the purposes of organizing work, obtaining permits or facilitating a transition to another shift, the foreperson shall not be entitled to a meal or meal break as per Clause 16.600 unless those provisions are applicable to the rest of the crew.

14.403 The second meal break will normally be 6:30 p.m. and subsequent meal breaks each four (4) hours following 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.

- 14.404 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.
- 14.405 It is understood that while the best possible situation is to provide an overtime meal and take a thirty (30) minute break at straight time rates, it is also recognized that there may be some situations where it is impractical to provide an overtime meal. When such events occur, the Company shall provide the Employees:
- (i) a payment of twenty-five dollars (\$25.00) as a meal allowance.
  - (ii) a payment of thirty (30) minutes at straight time rates in lieu of the meal break: and
  - (iii) a fifteen (15) minute rest break at the applicable rate of pay
- 14.500 When shift schedules are to be changed, except as noted in Clause 14.600 below, such employees will be given twenty-four (24) hours advance notice and if less than twenty-four (24) hours advance notice is given, the first shift worked on the new schedule will be paid at time and one-half (1-1/2) the straight time hourly rate.
- 14.600 When shift schedules are being revised to return the employee to their normal work schedule, the twenty-four (24) hours advance notice requirement of Clause 14.500 will not apply. In place, the employee must be notified at the start of their shift, that he or she is to return to their normal work schedule and he or she must have an eight (8) hour break, or rest period between the completion of their shift and the start of their normal work schedule. In the situation where the eight (8) hour break or rest period does not allow them to return to work at the normal starting time, the provisions of Clause 20.307 on minimum pay and reporting time apply.
- 14.700 Payment for the Statutory Holidays, as listed in Article 18.000 of this Agreement, shall be in accordance with the attached Wage and Benefit Schedule Page.

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## ARTICLE 15.000 STARTING TIME AND QUITTING TIME CONDITIONS

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- 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.
- 15.200 Where "Designated Days Off" (DDO) are established for a project, the Owner/Client has the sole right to designate the days of no work.
- These DDO's will be posted on a semi-annual basis, normally in January and July of each year. Should any work be performed on these DDO's, they will be compensated at the applicable overtime rate.
- 15.300 Employees shall be at their posts prepared to start work at the regular starting time.
- Reporting late for work at the beginning of shift and leaving early at the end of shift shall result in the deduction of wages. The gate scans shall be recognized as the official Company time for Employees

entering and exiting the facility. Reporting late for work shall also include early scanning out before a scheduled break and late scanning back onto site after a scheduled break.

The Company shall deduct, from the Employee in fifteen (15) minute increments, for any late and/or early scans throughout the scheduled work hours.

This process does not exclude the progressive discipline policy and Employees who continue to contravene the work hours / break schedule will be subject to the policy comprising a formal warning, suspension and termination process.

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## ARTICLE 16.000 COMPRESSED WORK WEEK CONDITIONS

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### (Long-Term Maintenance Only)

16.100 A "Compressed Work Week" system may be established when it is intended to operate the system in excess of fourteen (14) calendar days. The system may be arranged to cover continuous plant operation for seven (7) days per week.

The fourteen (14) calendar day requirement does not apply to those compressed work week schedules that average forty (40) hours per week, Monday to Friday. In this case the schedule must be established for a minimum of one week time-frame, Monday to Friday.

16.101 Employees engaged under the Compressed Work Week shift conditions must complete fourteen (14) days or four (4) days as noted above except that when an employee is replaced within the shift for any reason (temporarily or permanently) both the replaced employee and the replacing employee shall be considered as the same for determining pay conditions under this Article.

16.102 In the event that the fourteen (14) day conditions are not met, pay conditions will be adjusted to pay eight (8) hours per day Monday through Friday at the straight time hourly rate, plus applicable shift premium per Clause 14.202, and all hours worked after the eight (8) hours per day, Monday through Friday and all hours worked on Saturday and Sunday at the applicable overtime rates.

16.102.1 When an employee is transferred from one Compressed Work Week schedule to another Compressed Work Week schedule and either schedule does not last fourteen (14) days, pay conditions will be adjusted in accordance with Clause 17.102 for that cycle.

16.103 It is understood that Compressed Work Week Schedules A and B have been established and such schedules may be reactivated without approval of the Unions (see attached Appendix 'C').

16.104 When a Compressed Work Week schedule has not been established as noted in Clause 17.103, such schedules must be mutually agreed to between the Unions and the Company.

The Company may request that any new shift, once established, be added to the schedules referred to in Clause 17.103.

16.200 The standard work day shall be up to twelve (12) hours of continuous employment including lunch breaks except those breaks provided for in Clause 16.506.

- 16.300 a) All overtime worked in excess of a regularly scheduled twelve (12), ten (10) or eight (8) hour shift and all hours worked on regularly scheduled days off shall be paid at applicable overtime rates in accordance with Clause 12.101.
- All overtime worked will be paid at the rate of time and one half (1 ½ x) Monday to Sunday. Double-time (2x) will be paid after twelve (12) hours Monday to Sunday.
- All time worked on Statutory Holidays shall be paid at double-time (2x) in accordance with compressed work week rates.
- 16.400 Payment for statutory holidays, as listed in Article 18.000 of this Agreement, shall be subject to the following:
- 16.401 Payment for the statutory holidays, as listed in Article 18.000 of this Agreement, shall be in accordance with the attached schedule or by Federal or Provincial legislation.
- 16.402 All time worked on statutory holidays, as listed in Article 18.000 of this Agreement, shall be paid at the applicable overtime rate, but in no case shall overtime rates exceed double the hourly day rate shown on the attached schedule except as noted in Clause 17.300 (b).
- 16.403 A Compressed Work Week shift schedule will not be cancelled and reinstated within a cycle if the intention is to avoid payment for statutory holidays. If this occurs all time worked on the first cycle after reinstatement up to a maximum of fourteen (14) days will be in accordance with Article 13.000 – Day Work Conditions.
- 16.404 Recognizing that Compressed Work Week employees receive statutory holiday pay based upon eight (8) hour days and on occasion Compressed Work Week employees may be required to take a statutory holiday off which involves more than the contemplated eight (8) hour shift. In such cases, the employee will receive compensation for those hours above the eight (8) hours contemplated under a statutory holiday when the employee does not work.
- 16.500 Rates for Compressed Work Week Schedules will be determined on the following basis:
- 16.501 The compressed work week rate is the rate calculated by adding the compressed work week overtime rate and the compressed work week shift premium where applicable.
- 16.502 Determination of premiums for compressed work week rates will be calculated as follows:
- 16.503 Compressed Work Week Shift Premiums
- (i) The shift premium on all compressed work week night shifts will be three dollars and fifty cents (\$3.50) per hour for all hours worked.
- 16.504 Compressed Work Week Overtime Rate
- (i) Number of hours per cycle x number of cycles per year = NUMBER OF ACTUAL HOURS PER YEAR.
- (ii) Number of actual hours per year minus number of hours in a standard year = NUMBER OF OVERTIME HOURS PER YEAR.

- (iii) Number of overtime hours per year x overtime premium x long term rate = TOTAL OVERTIME DOLLARS.
  - (iv) Standard hours per year x long term rate plus total overtime dollars (divided by the actual hours of work per year) = COMPRESSED WORK WEEK OVERTIME RATE.
- 16.505
- i) A year is defined as 364 days (52 x 7).
  - ii) A standard year is 2,080 hours (52 x 40).
  - iii) Total hours per cycle is defined as the sum of the hours worked on all days in cycle.
  - iv) Number of cycles = NUMBER OF DAYS IN A CYCLE DIVIDED INTO 364.
  - (v) Number of hours on shift per cycle = SUM OF THE HOURS WORKED ON ALL AFTERNOON OR NIGHT SHIFTS DURING A CYCLE.
  - (vi) A cycle is defined as the number of days, including scheduled days off, before the schedule repeats itself.
- 16.506 The midday lunch period of ½ hour on workdays of ten hours or less between the hours of 7:30 a.m. and 7:30 p.m. will be unpaid.
- 16.507 On twelve hour shifts when working in conjunction with the client’s personnel the breaks provided will be the same as those scheduled for the client working the same compressed work week schedule in the area. In all other instances there shall be two (2) one-half hour meal breaks per twelve hour shift.
- 16.508 The establishment of a shift system under this Agreement shall not affect the Company’s ability to continue to operate regular “Day Work Conditions” as specified in Article 13.000, “Short Shift Conditions” as specified in Article 14.000, or “Long Shift Conditions” as specified in Article 15.000, for those employees so assigned.
- 16.509 It is the Company’s prerogative to transfer employees to other conditions of the Agreement subject to proper payment under the new conditions.
- 16.510 Shift changes from “Day Work Conditions” to “Compressed Work Week”.
- 16.510.1
- i) If an employee has started work during a normal work week Monday through Sunday, is then changed to a “Compressed Work Week” schedule and not given the required earned days off, he or she shall be paid straight time for the first 40 hours worked in the week at the applicable rate and overtime thereafter until the completion of the normal work week.
  - ii) If an employee has started work during a normal work week Monday through Sunday, is then changed to a “Compressed Work Week” schedule and given the required earned days off, he or she shall be paid straight time for all scheduled hours worked on the new “Compressed Work Week” shift.
- 16.510.2 An employee will be given 24 hours advance notice prior to the start of their new shift and if not then he or she shall be paid their first shift at time and one-half.

16.510.3 If an employee is given greater than normal two (2) earned days off on their regular schedule due to having their shift changed to a “Compressed Work Week” schedule, he or she shall be paid straight time for those hours in excess of the earned days off he or she would have otherwise worked if the shift had not been changed.

16.511 Shift changes from one “Compressed Work Week” schedule to another “Compressed Work Week” schedule:

16.511.1 An employee will be given 24 hours advance notice prior to the start of their new shift and if not then he or she shall be paid their first shift at time and one-half.

16.511.2 If an employee loses time on their initial “Compressed Work Week” schedule due to having their “Compressed Work Week” schedule changed to a new “Compressed Work Week” schedule, he or she shall be paid for those hours he or she would have worked on their initial schedule up to the start of their new schedule.

In no case will missed hours be paid if the employee works forty or more straight time hours in the calendar week. If less than forty hours is worked in the calendar week, missed hours on the initial schedule will be paid but only to the extent that straight time hours on the new schedule in the calendar week plus hours worked on the old schedule in the calendar week plus missed hours on the initial schedule does not exceed forty.

16.511.3 The penalty of Clause 16.511.2 will not apply if the employee completes their regular work days on his or her initial schedule up to the scheduled days off, receives their scheduled days off or paid applicable overtime, if he or she works on their scheduled days off, and is given at least ten hours’ notice of shift change.

16.511.4 Earned days off on a “Compressed Work Week” are days which are scheduled as regular days off and are earned when regular scheduled consecutive work days immediately preceding have been worked.

If a fraction of the regular work days are worked the same fraction of the immediately following regular days off are earned. Any fraction of a day shall be considered one day when calculating earned days off.

When an employee is transferred to a different shift schedule all scheduled days off which have been earned must be given to the employee prior to the start of their new schedule. If earned days off are worked they shall be considered overtime and paid the applicable overtime rate as per Article 13.000 Day Work Conditions.

16.512 Shift Changes from “Compressed Work Week” to Day Work Conditions:

16.512.1 An employee will be given 24 hours advance notice prior to the start of their new shift and if not then he or she shall be paid their first shift at time and one-half.

16.512.2 Clause 16.511.4 applies in its entirety when amending “Compressed Work Week” schedules to Day Work Conditions.



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## ARTICLE 17.000 STATUTORY HOLIDAYS

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17.100 The following days will constitute the recognized holidays within the terms of this agreement. Any other holiday proclaimed by either the Provincial or Federal Government will be automatically recognized within this Agreement.

- |                   |                     |
|-------------------|---------------------|
| 1. New Year's Day | 7. Civic Holiday    |
| 2. Family Day     | 8. Labour Day       |
| 3. Irving Day     | 9. Thanksgiving Day |
| 4. Good Friday    | 10. Remembrance Day |
| 5. Victoria Day   | 11. Christmas Day   |
| 6. Canada Day     | 12. Boxing Day      |

Any Statutory Holiday pay legacy funding (i.e. Paid Labour Day, etc.) covered by local union reference agreements are not applicable under this agreement.

17.200 When a recognized holiday falls on a Saturday or a Sunday, the holiday will normally be celebrated on the following Monday. However, should the Owner determine another day be recognized for their operating personnel this day will be recognized by the Company forces.

17.300 The four (4) days off in a ten (10) day on four (4) days off work pattern will be considered scheduled days off for purposes of statutory holiday observance. Should a recognized statutory holiday fall on one of the four (4) days off it will be moved into the work week for observance.

17.400 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 a 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. Thursday is the double-time day and Friday is the Time-and-one-half day. If the holiday falls on the Saturday or Sunday, it is moved to the following Monday.

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.

On maintenance, the overriding factor is harmonizing statutory holidays with in-plant workers. Should the Owner determine another day be recognized for its people, this day will be recognized by company forces.

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

Good Friday will be observed on the first Monday of June (known as “Refinery Day” and is a Designated Day Off). Should Good Friday fall during a scheduled shutdown those employees hired on for the shutdown will observe the Holiday on the Thursday before the Holiday.

17.500 Holiday Observance Clarification for PCMG Members

For Good Friday, Victoria Day, Canada Day, New Brunswick Day, Thanksgiving Day, Remembrance Day, and Boxing Day, crews each of approximately 20 – 24 maintenance workers selected from the PCMG will be required to work on the day observed as the Statutory Holiday on one (1) or at most two (2) of these Statutory Holidays per year, at straight time pay.

PCMG members who work a Statutory Holiday will receive a scheduled day off without pay in lieu of the holiday, thereby giving them an extended (4-day) weekend.

A schedule showing the pre-determined lieu days for the year will be distributed to all employees.

If a PCMG Member works on a recognized holiday and is subsequently no longer employed by the Owner when he or she should have their alternative day off, then he / she will be compensated at the appropriate overtime rate (for the holiday work).

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ARTICLE 18.000 VACATION ALLOWANCE

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

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ARTICLE 19.000 MINIMUM PAY AND REPORTING TIMES

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19.100 Inclement 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 tradespeople to remain on the job shall be as follows:

19.101 The Company Superintendent will immediately contact the Foreperson 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 tradespeople 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 Foreperson and Job Steward will then advise the tradespeople of the circumstance, provisions being made for their safety and protection and arrange for the necessary tradespeople to proceed with assignments.

- 19.103 If work which can be done under reasonable and safe conditions cannot be found for all the tradespeople, 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 tradespeople by rescheduling and altering the planned work, if so required.
- 19.104 If at this stage the craftspeople still refuse to go to work, the Superintendent will instruct the Foreperson and Steward of the craft that they are to contact the Business Agent or their immediate superior and report that the tradespeople have refused to go to work.
- 19.105 Subject to above, Clause 20.500 of the Agreement shall be applied.
- 19.106 When an employee reports to work and cannot work because of inclement weather they 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.
- Should an Employee remain on-site past the two (2) hour minimum they shall be compensated for hours worked or actual waiting time.
- 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, they 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 their regular shift he or she 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 their regular shift he or she shall be paid a minimum of eight (8) hours pay.
- 19.203 It is understood and accepted that when work is not available or the employee has started to work on their regular shift and is then instructed to report for work at a later time in a given twenty-four (24) hour period the 2-4-8- principle applies to the regular shift. If the regular shift (not including overtime) is more than eight (8) hours (10 or 12 hours/CWW, etc) the 2-4-8 equates to 2-5-10 or 2-6-12 respectively.
- 19.300 Conditions for Call-Ins of employees will be as follows:
- 19.301 When an employee is called in to work on their scheduled day off or a Holiday, he or she shall be paid a minimum of two (2) hours pay at double (2) the basic hourly rate.
- When an employee works a long call-in on weekends, he or she shall be entitled to an overtime meal when the call in exceeds four (4) hours. Subsequent meals will be provided by the company on a regular basis as near as possible to the four (4) intervals.
- 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 their 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 or she 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 their own, and without the approval of the Company, he or she 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 or she 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.

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## ARTICLE 20.000 TRAVEL AND ACCOMMODATION ALLOWANCE

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- 20.100 There shall be no room and board, travel allowance, mileage or pay for travel time applicable under this Agreement. The Company may, however, under certain geographical and other conditions associated with major plant shutdowns as defined in Article 12.700, pay an amount toward accommodation costs.
- 20.200 Eligibility for accommodation allowance in Article 21.100 will be based on a demonstrated need as jointly agreed among the applicable Union Business Manager and the Company prior to commencement of work, and on a duly completed written application per Appendix 'A' application for accommodation allowance.

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## ARTICLE 21.000 MIXED CREWS

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- 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 tradespeople 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 maintenance 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.

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## ARTICLE 22.000 SUPERVISION

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- 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.

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## ARTICLE 23.000 TOOL ROOMS

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- 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.

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## ARTICLE 24.000 FIRST AID, SAFETY AND PROTECTIVE CLOTHING

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- 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.
- 24.201 All Employers signatory to this Agreement commit to support the Canadian Safety Achievement Awards (CS2A) program.
- 24.300 Protective clothing for employees will be as follows:
- 24.301 The Company, on request, shall issue up to two (2) pairs of coveralls to Long-Term employees each twelve (12) months. Cleaning of these coveralls will be the responsibility of the Company. All such clothing when issued by the Company, will be worn during on-the-job activity and will remain Company property and must be returned before leaving the jobsite. Rules and regulations governing the issue and return of such clothing will be published at a conspicuous location on the job.
- 24.302 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.

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## ARTICLE 25.000 PROJECT RULES

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- 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 tradespeople 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.

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## ARTICLE 26.000 PERIODIC CONFERENCE

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

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## ARTICLE 27.000 WORK STOPPAGES

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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.

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## ARTICLE 28.000 ADMINISTRATION FUND

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28.100 The employer shall contribute an amount of ten (\$0.10) cents per hour earned to the General Presidents' Maintenance Committee Industry Administration Fund.

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## ARTICLE 29.000 MANAGEMENT CLAUSE

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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.

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## ARTICLE 30.000 DURATION OF AGREEMENT

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30.100 The duration of the Agreement will be three (3) years from July 1, 2019 to June 30, 2022 and shall continue from year to year thereafter unless notice of desire to negotiate changes or termination is given by either party at least sixty days (60) prior to such anniversary date. Changes by mutual consent of the parties are not excluded during the lifetime of this agreement.

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## ARTICLE 31.000 ELECTRONIC SIGNATURE

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31.000 This collective agreement can be executed by a representative of each trade union by electronic signature or other electronic means. A letter of authorization to that effect is on record with the General Presidents' Maintenance Committee for Canada. Execution by electronic means has the same effect as if the collective agreement was executed in person by the representative of the trade union physically signing a copy of the collective agreement.

As well, this collective agreement can be executed by a representative of each signatory employer by electronic signature or other electronic means. A letter of authorization to that effect is on record with the General Presidents' Maintenance Committee for Canada. Execution by electronic means has the same effect as if the collective agreement was executed in person by the representative of the trade union physically signing a copy of the collective agreement.

Signed this 1<sup>st</sup> day of July 2019.

**FOR AND ON BEHALF OF**

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Worley Industrial Services ULC.

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Lorneville Mechanical Contractors Ltd.



## 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 of Canadian Affairs**

International Union of Bricklayers  
& Allied Craft Workers

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**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

---

**Vice President**

Operative Plasterers & Cement  
Masons International Association

---

**General President**

International Brotherhood of  
Teamsters

---

**International President**

International Brotherhood of  
Electrical Workers

---

**General Vice President**

International Association of  
Bridge, Structural, Ornamental  
Reinforcing & Iron Workers

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**Director of Canadian Affairs**

International Association of  
Sheet Metal, Air, Rail and Transportation  
Workers

## EXAMPLES SECTION

**CASE I** An employee who works from 8:00 a.m. to 4:30 p.m., and is called in at 1:00 a.m. and works until 3:30 a.m., then resumes their regular shift at 8:00 a.m., would be paid overtime for the hours worked from 1:00 a.m. to 3:30 a.m., but would be on straight time for 8:00 a.m.

The employee had a continuous 8 hour break between the end of one regular shift (4:30 p.m. to 1:00 a.m.) and the beginning of the next.

**CASE II** An employee who works from 8:00 a.m. to 4:30 p.m., and is called in at 11:00 p.m. and works until 2:00 a.m., then resumes their regular shift at 8:00 a.m., thus has not had a continuous 8 hour break between the end of one shift and the beginning of the next. The employee is entitled to overtime from 8:00 a.m. onwards until an 8 hour break occurs, or alternately and preferably the employee may be instructed not to report until 10:00 a.m., ie., so that he has an 8 hour break. In this event the "2, 4, 8 hour" pay clause would apply and the employee would receive 8 hours pay for that day even though he or she reported back to work at 10:00 a.m. For call ins on Sunday, which precede and may become continuous with regular work day Monday morning, the following rules will apply:

- (1) The employee must have 8 continuous hours off in the 24 hour period immediately preceding 8:00 a.m. Monday morning.
- (2) The employee should not work more than 16 hours without an 8 hour break.

**CASE I** Therefore, if an employee is called in at 4:00 p.m. Sunday and works until 1:15 a.m., he or she should report for work at 8:00 a.m. and be paid straight time, as they had an 8 hour break in the 24 hour period preceding 8:00 a.m. Monday.

**CASE II** An employee should not work more than 16 hours and must take an 8 hour break before continuing work. Therefore, an employee called in at 7:00 p.m. Sunday could work until 11:00 a.m. Monday, 16 hours. The employee would be paid double-time from 7:00 p.m. until 8:00 a.m. The employee would revert to straight time at 8:00 a.m., until 11:00 a.m. The employee would then be sent home at 11:00 a.m. and paid 8 hours for Monday (8:00 a.m. to 4:30 p.m.). Employees working long call ins that approach regular starting time on Monday, should be given the option of remaining at work and taking advantage of the 16 hour rule. In other words, it is unfair to send the employee home at 7:00 a.m. after working 10 hours, and expect them to be back at 8:00 a.m. to be paid straight time.

**CASE III** In another case an employee is called in at 2:00 p.m. on Sunday and works until 2:00 a.m. The employee would be instructed to take an 8 hour break and report at 10:00 a.m. Monday and be paid for the day at straight time, as the employee did not have a continuous 8 hour break in the 24 hour period from 8:00 a.m. Sunday to 8:00 a.m. Monday.

## **POLICY UNDERSTANDINGS**

The following Policy on Alcohol and Drug Guidelines and Work Rule was agreed to:

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

WHEREAS certain Owners may dictate the necessity of an "Alcohol and Drug" policy; and

WHEREAS it is of mutual benefit for both parties to the "Collective Agreement", to endorse such a program of guidelines dealing with "Alcohol and Drug" policies in the workplace, both parties agree to endorse the following document as the standard of our industry.

### **"CANADIAN MODEL FOR PROVIDING A SAFE WORKPLACE"**

The Parties agree to adopt the Canadian Model for Providing a Safe Workplace Alcohol and Drug Guidelines and Work Rules v.5.0 dated October 8, 2014. The Committee reserves the right to review subsequent updates to the Canadian Model.

### **2019 ITEMS OF UNDERSTANDING**

- 1.) The Parties agree that the Contractor will be responsible for payment of failed weld tests.
- 2.) The Parties agree to review the Compressed Work Week (CWW) Uplift established by Irving in the event of the alteration or cancellation of the initiative.

## APPENDIX A - APPLICATION FOR ACCOMMODATION ALLOWANCE (ARTICLE 21.000)

**GENERAL:** It is agreed between the Company and the General Presidents' Committee that Union members who are resident in the immediate geographic area will be employed.

When the Union finds it necessary to employ outside members in preference to resident members, no accommodation allowance is applicable except as herein provided.

**QUALIFICATION:** The following conditions are necessary to qualify for one hundred and thirty dollars (\$130.00) per day worked accommodation allowance:

- that the employee is employed for a major plant shutdown as defined in Article 12.700;
- that there are no local union members in the trade (or having the required trade skills) available within one hundred (100) road kilometers (one way);
- that the employee is required to travel at least one hundred (100) road kilometers (one way) from his/her permanent address;
- that the employee provides lodging information to facilitate after hours contact;
- that this application is duly completed and approved.

**Payment:** Subsistence will be paid on a pro-rated basis at thirteen (\$13.00) dollars an hour up to a maximum of ten (10) hours per day. On a regular eight (8) hour workday the payment of subsistence will be pro-rated and paid at the rate of sixteen dollars and twenty-five cents (\$16.25) an hour up to a maximum of eight (8) hours. An employee will receive their entire subsistence payment should work not be available or inclement weather.

**EMPLOYEE APPLICATION:** \_\_\_\_\_  
(Please Print) Last Name First Middle

**PERMANENT RESIDENCE:**  
Street & No. \_\_\_\_\_  
R.R. # & P.O.Box \_\_\_\_\_  
City, Town. \_\_\_\_\_  
Country, Province. \_\_\_\_\_  
Postal Code. \_\_\_\_\_  
Telephone No. \_\_\_\_\_

**LODGING INFORMATION:**  
Street & No. \_\_\_\_\_  
City, Town. \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Manager's Name. \_\_\_\_\_

**PROOF OF PERMANENT RESIDENCE:** Original Documents (not photocopies) are required for Proof of Permanent Residence. These will be verified by the employer, copied and returned. Two (2) of the following are acceptable. Check Two (2).

Income Tax Assessment \_\_\_\_\_ Drivers License \_\_\_\_\_  
Utility Bill \_\_\_\_\_ Employment Insurance \_\_\_\_\_

**WORK REFERRAL:** Employer \_\_\_\_\_ Work Location (Plant) \_\_\_\_\_  
First Day Work \_\_\_\_\_ Craft \_\_\_\_\_ Skill \_\_\_\_\_  
(yy/mm/dd)

I hereby swear the above information to be true and correct and apply for accommodation allowance having met the above qualifications. I understand that the information given is subject to verification and that any accommodation allowance paid based on false information is subject to recovery.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

**UNION BUSINESS MANAGER:** I certify that the employee's permanent address is true and correct to the best of my knowledge and is as shown in our records, and that this employee meets the requirements for accommodation allowance within Article 21.000 and as outlined above.

Union Business Manager/Designee (Print) \_\_\_\_\_ Local \_\_\_\_\_

Signature of Union Business Manager \_\_\_\_\_ Date \_\_\_\_\_

**COMPANY (EMPLOYER):** I certify the above information to be true and correct to the best of my knowledge, that the above employee qualifies for accommodation allowance and that we were required to bring in the employee as no local union member was available to meet the Owner's requirements. Permanent Residence original documents verified and copies signed.

(Attach Signed Copies) YES \_\_\_\_\_ NO \_\_\_\_\_

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Company Representative (Print) \_\_\_\_\_

Signature of Representative. \_\_\_\_\_

## **APPENDIX B – NEW BRUNSWICK BEREAVEMENT PROTOCOL GENERAL PRESIDENTS’ MAINTENANCE COMMITTEE FOR CANADA (GPMC)**

### **PURPOSE**

The General Presidents’ Maintenance Committee for Canada and its Signatory Employers have created a protocol for New Brunswick Irving Oil GPMA Agreement that would allow for bereavement benefits. This protocol is seen to be beneficial in the further growth of the maintenance industry.

### **ARTICLE I - DEFINITIONS**

For purposes of Bereavement Pay Benefits set out in Article II below, the following definitions apply:

- 1.01 “Bereavement Pay Benefits” means the benefits as set out in Article II hereof.
- 1.02 “Child” means a biological or legally adopted child of an Employee, or a stepchild or other child who is or has been dependent upon the Employee for support and who lives or has lived with the Employee in a regular parent-child relationship.
- 1.03 “Grandparent” shall mean the parent of an Employee’s Parent.
- 1.04 “Employee” means an employee of the Company who at the time of the funeral or memorial service has been in the continuous employ of the employer for a period of twenty-four months (24) or longer and who is in good standing with his or her Union, as defined by the Constitution of the applicable affiliated Building Trades Union and working under the General Presidents’ Maintenance Agreement.
- 1.05 “Parent” means a birth parent or legally adoptive parent or step-parent and “Parent-in-law” shall mean the parent of an Employee’s Spouse.
- 1.06 “Sibling” means a birth sibling or legally adopted brother or sister, step-brother, step-sister, or other person sharing a common parent with an employee.
- 1.07 “Spouse” means a husband, wife or same-sex partner by virtue of a religious or civil marriage ceremony, except that a person of the same or opposite sex living with an employee will be deemed to be the employee’s spouse if such person publicly represented as the employee’s spouse for a continuous period as established by law in the province of New Brunswick.

- 1.08 “Brother In-law” or “Sister In-law” means the brother or sister of the Employees spouse.

## **ARTICLE II – BEREAVEMENT PAY BENEFITS**

2.01 Bereavement Pay Benefits in an amount of one hundred and thirty dollars (\$130.00) shall be paid to an Employee for up to three (3) days of lost work incurred as a result of the Employee’s attendance at a funeral or memorial service upon the death of an Employee’s Spouse, Child, Parent, Parent-in-Law, Grandparent, Sibling, Brother In-law or Sister In-law.

2.02 Bereavement Pay Benefits shall only be paid to an employee who:

- (a) was employed at the time of the funeral or memorial service and was not reimbursed by the Company for lost wages for the days claimed;
- (b) if employed at the time of the funeral, provides a completed Application for Bereavement Benefits form as prescribed by the employer.
- (c) has filed a claim for benefits on the required form (Schedule 1) within 60 working days of the death of one of the following persons as defined in Article I: spouse, parent, sibling, grandparent, brother/sister in-law or child.; and
- (d) provides a documentation acceptable to the employer which establishes the death of the individual and the relationship of the employee to the deceased within 60 working days of the death. This may include but is not limited to a photocopy of the deceased person’s death certificate, death notice, memorial card or obituary.
- (e) this payment will not be applicable to those employees who have alternative coverage provided by their Local Union.

## **ARTICLE III - AMENDMENT**

3.01 The parties agree to meet, if necessary, at a time and location determined by mutual agreement to review the experience of the program from implementation to that date and determine if any amendments or adjustments are required.

3.02 Subsequent to a review, the Protocol may be amended in any respect, from time to time, by agreement of the Parties.

#### **ARTICLE IV – MISCELLANEOUS PROVISIONS**

- 4.01 If any provision of this Protocol, or the rules and regulations made pursuant thereto, are held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of this Agreement or the said rules and regulations.
- 4.02 Wherever the singular and/or masculine and/or neuter is used throughout the Agreement the same shall be construed as meaning the plural and/or feminine or a body corporate where the context or the Parties hereto so require.
- 4.03 The headings used herein are for ease of reference only and shall not be deemed to form part of the Agreement.

## APPLICATION FOR NEW BRUNSWICK BEREAVEMENT ALLOWANCE

Employee Name	Badge #
Home Address	
Phone Number	E-mail address
Trade	Union
Site	Supervisor
	Date of Application

In making application for the bereavement allowance I agree to be bound by all terms and conditions established under the New Brunswick Bereavement Protocol currently in effect between the General Presidents Maintenance Committee and the signatory contractors.

I am making this claim for bereavement allowance for \_\_\_\_/\_\_\_\_/\_\_\_\_  
to \_\_\_\_/\_\_\_\_/\_\_\_\_ during which time I was absent from work to attend a funeral or memorial service for \_\_\_\_\_.

The deceased person was related to me as:

- Spouse
- Child
- Parent or Parent-in-law
- Grandparent
- Sibling (Brother or Sister)
- Brother In-law or Sister In-law

### REQUIRED DOCUMENTATION

**In order to process your application for the New Brunswick Bereavement Allowance, you must include documents supporting this application including proof of death and relationship to the deceased. If you do not submit the required documents, your application cannot be processed. This may include but is not limited to a copy of the deceased person's death certificate, death notice, memorial card or obituary.**

All employee claims must be filed within sixty (60) calendar days of the death. In order to qualify for the employee must have been employed by the employer for at least twenty-four (24) months of continuous service prior to the date of death and must be employed by the employer when the death occurs.

In signing this application I verify that all the information contained herein is accurate and true. I understand that false or fraudulent claims will be treated as fraud and in the event that this application is determined to be false or fraudulent the employer may recover any monies paid to me from my regular pay including from my final pay from the employer.

Employee signature	Date	
Supervisor Signature	Date	
LR Authorization	Date	
Payroll Approval	Date	

Completed forms are to be held in employee personnel file.



## APPENDIX C - COMPRESSED WORK WEEK SCHEDULES A AND B

### I. SCHEDULE "A"

Straight days

Fourteen (14) twelve (12) hour shifts in a twenty-eight (28) day cycle.

Number of hours on shift 0

Number of cycles per year 13

Number of hours per cycle 168

Number of hours on shift per year 0

Number of overtime hours per year 104

### II. SCHEDULE "B"

Alternating days and nights

Seven (7) twelve (12) hour day shifts and seven (7) twelve (12) hour night shifts in a twenty-eight (28) day cycle

Number of hours on shift per cycle 84

Number of cycles per year 13

Number of hours per cycle 168

Number of hours on shift per year 1092

Number of overtime hours per year 104

**IRVING OIL REFINERY PROJECT**

**GENERAL PRESIDENTS' MAINTENANCE COMMITTEE  
WAGE & BENEFIT SCHEDULE  
ARTICLE 12.000**

- 1) The following formula will be used for the determination of Long and Short Term Maintenance Rates and Benefits for the duration of the Agreement – July 1, 2019 to June 30, 2022.
  - I) Short Term Maintenance Rates will be set at 100% of Local Construction base rates.
  - II) Long term Journeyman maintenance base rates will be set at 90% of Journeyman short term base rates to a maximum differential of \$2.50 per hour between the rates.
  - III) 100% of appropriate fringe benefits will be paid for the duration of the Agreement including vacation pay percentages and statutory holiday percentages and payments pursuant to the local reference collective agreement. Any statutory holiday pay legacy funding (i.e. Paid Labour Day, etc.) covered by local union reference agreements are not applicable under this agreement.
- 2) Apprentice rates are calculated at the percentages provided in the Local Construction Agreement applied to Maintenance Journeyman Rate. Appropriate skill premiums to be paid in accordance with past maintenance jobsite practice.
- 3) Compressed Work Week (CWW) rates will be calculated pursuant to Article 17.000 of the Agreement.
- 4) EMPLOYERS ARE RESPONSIBLE FOR OPERATING THEIR 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 REFERENCE COLLECTIVE AGREEMENTS.
- 5) Pursuant to Article 29.000, Administration Fund, the General Presidents' Committee Admin Fund is set at \$0.10 per hour earned.
- 6) The Compressed Work Week (CWW) uplift will be payable to the affected trades. This will be reviewed in the event of the alteration or cancellation of this initiative.