



General Presidents' Maintenance Committee for Canada
LEADERS IN UNIONIZED MAINTENANCE

COLLECTIVE AGREEMENT

THE GENERAL PRESIDENTS' MAINTENANCE COMMITTEE FOR CANADA

PROJECT AGREEMENT

for

Maintenance
by Contract in Canada

for

**ESSO PETROLEUM CANADA
NANTICOKE REFINERY
NANTICOKE, ONTARIO**

PROJECT AGREEMENT FOR MAINTENANCE BY CONTRACT IN CANADA

This Agreement is entered into this 1st day of April, 2020 by and between:

CIMS LIMITED PARTNERSHIP

ALUMASAFWAY SERVICES ULC.

TRIPLE CROWN ENTERPRISES LTD.

(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 location:

ESSO Petroleum Canada, Nanticoke Refinery, Nanticoke, Ontario

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

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, 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 tradespeople 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.

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.

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

ARTICLE 1.000 APPLICATION FOR PROJECT AGREEMENT

- 1.100 Any Company desiring to enter into a Project Agreement for 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-round 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 (4) have been under contract for full or year-round 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.

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

- 2.100 With the Company, to interpret and administer the terms and conditions set forth in the Agreement.
- 2.200 To screen and police each Company seeking use of the Agreement in order to assure proper application and interpretation.
- 2.300 To review and instruct member Unions and/or the Company in interpretation and application of terms and conditions (subject to Step V of Grievance Procedure) when the Company or employees of any given Union depart from Agreement conditions.
- 2.400 With the Company, through a Subcommittee, 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.

ARTICLE 3.000 RECOGNITION

- 3.100 The bargaining unit under this Agreement shall comprise all employees of the Company, coming under the jurisdiction of the Unions signatory to this Agreement, now employed and employed in the future for 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.

ARTICLE 4.000 UNION SECURITY

- 4.100 All employees under this Agreement, as a condition of employment, shall be members of or secure membership in a Signatory Union and maintain such membership in good standing.
- 4.200 The Company will co-operate 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 forty-eight (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.

ARTICLE 5.000 SCOPE OF WORK

- 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.

ARTICLE 6.000 DEFINITIONS

- 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.
- 6.102 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.
- 6.103 "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, as well as maintaining the facilities to accommodate environmental regulations as required by law. 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:

- (a) The removal of damaged equipment and the preparation of the damaged area to make it suitable for new equipment will be Maintenance.
- (b) 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.

ARTICLE 7.000 GRIEVANCE PROCEDURE

7.100 It is agreed that it is the spirit and intent of this Agreement to adjust grievances promptly. All grievances, including discharge for just cause, but not those pertaining to jurisdictional disputes that may arise on any work covered by this Agreement, must be initiated within fifteen (15) working days of the incident by either the employee in Step I or the Local Union in Step II and shall be handled in the following manner:

7.101 Step I 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 their 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 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 judgement. 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.

ARTICLE 8.000 JURISDICTION

- 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 tradespeople 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 arise 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 agreements of record or other information available. The work is then to continue and, if any of the Unions involved are not satisfied with the assignment, the matter shall be referred to the International Office of the Unions involved for a project decision.
- 8.500 The Company and the Unions agree that such assignment of work involved in a jurisdictional dispute is imperative to the satisfactory operation of this Agreement and the continued operation of the Owner's plant.

ARTICLE 9.000 UNION REPRESENTATIVES

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

ARTICLE 10.000 STEWARD AND CERTIFIED WORKER

- 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.
- 10.101 It is established that the Company will notify Job Stewards of lay-offs within their trade on a timely basis.
- 10.200 Steward designations must be confirmed in writing to each job superintendent in order to allow recognition of Steward's privileges.
- 10.300 The Steward shall not be discriminated against and shall receive their fair share of overtime work for which they are qualified. The Company will use its best efforts to advise Job Stewards of unscheduled overtime.
- 10.400 At layoff, the appointed Steward will be one of the last three (3) employees on the job, provided they are qualified to perform the work at hand.
- 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 they were hired is completed.
- 10.600 At layoff the member of the JHSA Committee, who is certified shall be one of the last three (3) employees on the job, provided they are qualified to perform the work at hand, notwithstanding the Company's ability to discipline and terminate with cause as appropriate.

ARTICLE 11.000 REFERRAL OF TRADESPEOPLE

- 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 manpower 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 tradespeople 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 judgement in advising the Local Business Agent of type of work (i.e. day rate, shift, etc.) and if the 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. Such information will be transmitted to the Union in writing.
- 11.205 The Company will be allowed the same ratio of name hire as provided for in the respective reference Agreements, including provisions such as recall as set out in said Agreements. Name hire ratios will be respected at lay-off if provided for in the reference Agreements.
- 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 thirty (30) days of lay-off. The Employer will provide a list of such individuals to the Local Union for recall.
- 11.300 The designation and determination of the number of Forepersons on maintenance work shall be the prerogative of the Company. The 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 the forepersons as well as 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 terminated. The Company will establish reasonable rules with respect to absence within its project rules and will make these rules available on the job site.
- 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.
- 11.800 The Company will hold pre-job information meetings, a minimum of thirty (30) days prior to any known significant maintenance event with all participating local unions.
- The Committee and the Signatory Employers agree to meet in late January or early February to review all known maintenance activities for each year.
- 11.900 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 for a minimum of four (4) hours pay or the actual length of the training.

ARTICLE 12.000 WAGES

- 12.100 Wages are to be paid as follows:
- 12.101 Long Term and Short-Term Maintenance Base Rate are set as \$0.75 less than Base Rates as established in the Local Agreements.
- 12.102 Employees on "Long-Term Maintenance, Compressed Work Week" shall be paid according to the established "Long-Term Maintenance, Compressed Work Week Wage Schedule", for shift work only. Overtime worked shall be paid in accordance with Article 13.201.
- 12.103 Any enablement provisions made by the Local Unions to the wage rates or benefit packages and provided to Contractors not signatory to the agreement will be extended to the GPMA Employers when bidding the same or similar work packages at a particular/specific jobsite. In these circumstances' maintenance will be at the enable conditions.
- 12.200 Fringe Benefits will be paid according to the attached Maintenance Wage, Benefit Schedule.
- 12.300 Management Association funds, discretionary funds and premiums for high or low work, hazardous work, dirty work, acid work and other similar fringes are excluded from this agreement.
- 12.400 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:
- 12.401 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.
- 12.402 Should no work stoppage 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. This is to ensure against any work stoppage on this project which would be caused by a breakdown of local negotiations.
- 12.403 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.
- 12.500 Wages will be paid weekly by electronic deposit or by cheque 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.

At the Employer's option, electronic pay records and records of Employment 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. Upon request, a printed record of employment will be issued.

- 12.501 Employees who are laid off or terminated from the services of the Company shall normally receive their final wages, vacation pay due, employment insurance record of earnings, and apprenticeship books before they leave the jobsite. Employees who quit will have their final pay and employment record of earnings mailed or deposited no later than the date of the next regular pay day for the earnings involved.
- 12.502 It is recognized that there will be certain occasions when the above procedure is not possible for terminated or laid-off employees. In these cases final wages, vacation pay due and employment and insurance record of earnings will be mailed via Express Post to the employee's last recorded home address within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays. EI Records of Earnings (ROE's) will be filed electronically or at the employees' written request be mailed Express Post to the employees' last recorded home address within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays.
- 12.503 Should wages, vacation pay and employment insurance record of earnings not be mailed within this time period, the Company will pay a penalty of \$100.00 per day, exclusive of Saturdays, Sundays and Statutory Holidays, until the mailing is made. Penalties will not be payable in the event that only employment insurance record of earnings are late mailed.
- 12.504 Complaints/grievances with respect to non-receipt of wages, vacation pay due and employment insurance record of earnings must be raised on a timely basis, in any event, not more than ten (10) working days, exclusive of Saturdays, Sunday and Holidays from date of termination.
- 12.505 (i) 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 (3rd) business day after the shortage was brought to their attention. Should this payment not be made, the applicable provisions of Article 12.503 and Article 12.504 above will apply.
- 12.505 (ii) 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 written 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 in writing.
- Should the employee not submit a payroll query within three (3) weeks of the payroll error (miscalculation) the penalty payment of one hundred dollars (\$100.00) per day will be applicable on day fifteen (15) from the submission of the query.
- 12.506 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.

(Long-Term or Short-Term Maintenance)

- 13.100 (i) 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 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 of work for those so assigned.

The noon lunch period will be one half (½) hour and may be staggered one (1) hour either way to accommodate production schedules and emergencies.

An employee, who is requested to work through their scheduled noon lunch period and the lunch period provided falls beyond the staggered one (1) hour allowance, will be paid an additional one half (½) hour at the straight time rate

- 13.100 (ii) 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 in accordance with the established site practice, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift.

The two scheduled break periods will be as per established site practice and may be staggered one (1) hour either way to accommodate production schedules and emergencies.

An employee, who is requested to work through their scheduled break period and the break period provided falls beyond the staggered one (1) hour allowance, will be paid an additional one half (½) hour at the straight time rate

In the event an employee is not able to observe their scheduled break period 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 (1 ½).
- b) On an overtime day, the employee will be compensated an additional thirty (30) minutes at the double-time rate (2).

- 13.100 (iii) When eight (8) 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 in accordance with the established site practice, paid at the applicable rate, approximately equally spaced in the eight (8) hour shift.

The two scheduled break periods and may be staggered one (1) hour either way to accommodate production schedules and emergencies.

An employee, who is requested to work through their scheduled break period and the break period provided falls beyond the staggered one (1) hour allowance, will be paid an additional one half (½) hour at the straight time rate.

In the event an employee is not able to observe their scheduled break period 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 (1 ½).
- b) On an overtime day, the employee will be compensated an additional thirty (30) minutes at the double-time rate (2).

13.101 An employee, who is requested to work through their scheduled break period and the break period provided falls beyond the staggered one (1) hour allowance, will be paid an additional one half (½) 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, earned days off in a four (4) day work week and recognized holidays, as listed in Article 18.000 of the Agreement shall be paid overtime rates as follows:

13.201 Long-Term Maintenance & Short-Term Maintenance

All overtime worked on Long-Term and Short-Term maintenance will be at double-time (2), except in cases where individual trades have, on a local basis, established overtime conditions at less than double-time (2) in a maintenance agreement or the reference Agreement.

In such cases, the overtime conditions for Long Term and Short Term maintenance will be those conditions established by the individual trade and shall be included into this Agreement.

13.300 In no case shall overtime rates exceed double the hourly rate shown on the attached schedule.

13.400 Payment for the Statutory Holidays, as listed in Article 18.000 of this Agreement, shall be in accordance with attached schedule.

13.500 Overtime meals on day work conditions are as follows:

13.501 When an employee is advised prior to their coming to work that they will work overtime and the employee works more than ten (10) hours, the Company agrees to provide a meal for their second meal break. Subsequent meals will also be provided by the Company as near regular four (4) hour intervals as possible.

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 thirty (30) minutes at straight time rates 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.

- 13.502 When the foreperson is 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 (½) hour earlier and finish up to one-half (½) hour later than the Foreperson's 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.
- This shall also apply to those Employees who are required to arrive at work earlier than their crew on a continual basis to execute work of a preparatory nature for the impending shift. This article will not be applicable to "one-off" work assignments.
- 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 Holiday.
- 13.505 When an employee works a long call-in, they shall be entitled to an overtime meal in accordance with articles 13.501, 13.503, 13.504 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 four (4) hour intervals.

ARTICLE 14.000 SHORT SHIFT CONDITIONS

(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, mid-nights-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 (5) or seven (7) days per week. These consecutive days may be based on regular work days, weekends or holidays. Work on weekends and Holidays are 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.

- 14.200 Shift premiums on short shift conditions are as follows:
- 14.201 Employees working a day shift defined as a shift starting at 8:00 a.m. shall work eight (8) hours for eight (8) hours pay.
- 14.202 Employees working an afternoon shift defined as a shift starting after 8:00 a.m. and before 9:00 p.m. shall receive a shift premium of 12 percent (12%) of the hourly base rate for a maximum of eight (8) hours or ten (10) hours when working the four (4) ten (10) hour shift option. Shift premium will not be paid on shifts worked on Saturdays, Sundays, recognized holidays, as listed in Article 18.000 of the Agreement, and the earned day off when working the four (4) ten (10) hour shift option.
- 14.203 Employees working a midnight shift defined as a shift starting between 9:00 p.m. and 2:00 a.m. shall receive a shift premium of twenty percent (20%) of the hourly base rate for a maximum of eight (8) hours or ten (10) hours when working the four (4) ten (10) hours shift option. Shift premium will not be paid on shifts worked on Saturdays, Sundays, recognized holidays, as listed in Article 18.000 of the Agreement, and the earned day off when working the four (4) ten (10) hour shift option.
- 14.204 A one-half (½) hour lunch period with pay will be allowed during each eight (8) or ten (10) hour shift.
The payment of the above (½) hour lunch period is not applicable to any second shift which is established on the eight (8) or ten (10) hour work day with two paid breaks.
- 14.205 For purposes of this Agreement, Saturday begins at 8:00 a.m. Saturday and Sunday ends at 8:00 a.m. Monday.
- 14.206 Employees working on a second shift of which the major portion of the total hours scheduled falls after midnight shall be paid the midnight shift premium.
- 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, earned days off in a four (4) day work week and recognized holidays, as listed in Article 18.000 of the Agreement shall be paid overtime rates as follows:
- 14.301 Long-Term Maintenance & Short-Term Maintenance
All overtime worked on Long-Term and Short-Term Maintenance will be at double-time (2), except in cases where individual trades have, on a local basis, established overtime conditions at less than double-time (2) in a maintenance agreement or the reference Agreement. In such cases, the overtime conditions for Long Term and Short Term maintenance will be those conditions established by the individual trade and shall be included into this Agreement as described in the attached schedule of Wages, Benefit and Overtime Conditions.
- 14.400 Overtime meals on short shift conditions are as follows:
- 14.401 When an employee is advised prior to their coming to work that they will work overtime, and the employee works more than ten (10) hours, the Company agrees to provide a meal for their second meal break. Subsequent meals will also be provided by the Company as near 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 (½) hour earlier and finish up to one-half (½) hour later than the foreperson's 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.

This shall also apply to those Employees who are required to arrive at work earlier than their crew on a continual basis to execute work of a preparatory nature for the impending shift. This article will not be applicable to "one-off" work assignments.

14.403 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.

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.

14.500 When shift schedules are to be changed, except as noted in Article 16.000, 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 ½) 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 Article 14.500 will not apply. In place, the employee must be notified at the start of their shift that they are to return to their normal work schedule and they 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 Article 20.000 (specifically Article 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 Maintenance Wage, Benefit and Overtime Schedule.

ARTICLE 15.000 LONG SHIFT CONDITIONS

(Long-Term Maintenance Only)

15.100 A "Long" shift system may be established when it is intended to operate the shift in excess of sixty (60) calendar days. "Long" shifts may be established on an eight (8) or ten (10) hour per day work week arrangement pursuant to Article 13.100.

15.101 Shift employees may be scheduled on a one-shift basis: days, afternoons, midnights; a two-shift basis: days-afternoons, afternoons-midnights, midnights-days; or on a three shift basis. Each shift employee

must be scheduled for three (3) consecutive work days and may be scheduled for four (4) when working the four (4) ten (10) hour option, five (5) or seven (7) days per week.

- 15.102 The establishment of a one, two or three shift system under this Article shall not affect the Company's ability to continue to operate regular "Day Work Conditions" as specified in Article 13.000, or "Short Shift Conditions" as specified in Article 14.000, for those employees so assigned.
- 15.103 The above employees are those who are assigned to a scheduled shift unit which will run for a minimum period of sixty (60) days and will be scheduled to cover continuous plant operation for five (5) days or seven (7) days per week.
- 15.104 Employees engaged under the long shift conditions must complete sixty (60) days on shift 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.
- 15.105 In the event that the sixty (60) day conditions are not met, pay conditions will be adjusted to pay conditions for short shifts.
- 15.200 The above employees will have two (2) consecutive days off per week in lieu of Saturday and Sunday.
- 15.300 When shift schedules are to be changed 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 the straight time hourly rates.
- 15.400 Shift premium will be one dollar and twenty-five cents (\$1.25) per hour for afternoon shift and one dollar seventy-five cents (\$1.75) per hour for midnight shift.
- 15.500 The standard work day shall be eight (8) or ten (10) hours of continuous employment including lunch period. No shift employee shall leave duty until relieved at their regular place of work without the permission of their supervisor.
- 15.501 All overtime worked on Long Shift will be at double-time (2) except in cases where individual trades have, on a local basis, established overtime conditions at less than double time in a maintenance agreement or the reference Agreement. In such cases, the overtime conditions for long term maintenance will be those conditions established by the individual trade and shall be included into this Agreement as described in the attached schedule of Wages, Benefit and Overtime Conditions.
- 15.502 In no case shall overtime rates exceed double the hourly rate shown on the attached schedule.
- 15.600 Payment for Statutory Holidays as listed in Article 18.000 of this Agreement, shall be subject to the following:
- 15.601 Payment for the Statutory Holidays, as listed in Article 18.000 of this Agreement, shall be in accordance with attached schedule.
- 15.602 All time worked on Statutory Holidays as listed in Article 18.000 of the 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.

15.603 If a Statutory Holiday as listed in Article 18.000 of this Agreement, falls on Sunday it will be celebrated on the day proclaimed. The day recognized as the holiday by such practice will, for the purpose of computing premium pay be considered a holiday under this Agreement. When this occurs and Sunday is worked by Long-Term shift employees as part of their scheduled work week, they will not receive holiday premium pay for that day.

15.604 Where it is the decision of the Plant Management not to operate on any day(s) which are declared statutory holidays and shift employees are affected, such employees shall be paid in full for any lost time involved, providing they indicate to the Company that they are available for work on their next regular shift.

ARTICLE 16.000 STARTING TIME AND QUITTING TIME CONDITIONS

16.100 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) or ten (10) hours for the job or portion thereof to which any such change of starting time applies, shall begin with such new starting time.

16.200 Where "Designated Days Off" (DDO) are established for a project, the Owner/Client has the sole right to designate the days of no work.

The DDO's will be posted on a semi-annual basis, normally January and July, each year. Should any work be performed on these DDOs, employees will be compensated at the applicable overtime rate of pay.

ARTICLE 17.000 COMPRESSED WORK WEEK CONDITIONS

(Long-Term Maintenance Only)

17.100 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.

ARTICLE 18.000 STATUTORY HOLIDAYS

18.100 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. Labour Day |
| 2. Family Day | 8. Thanksgiving Day |
| 3. Good Friday | 9. Remembrance Day |
| 4. Victoria Day | 10. Christmas Day |
| 5. Canada Day | 11. Boxing Day |
| 6. Civic Holiday | |

18.200 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.

18.300 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 the holiday 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. 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 the day of observance, the Company may either pay the workforce at double-time (2) or provide the day off.

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.

ARTICLE 19.000 VACATION ALLOWANCE

19.100 Vacation Pay will be in accordance with vacation pay rates established in the attached Maintenance Wage, Benefit and Overtime Schedule.

19.200 Where applicable Vacation Pay Books for employees engaged on Maintenance work shall be returned to the employee upon termination or by Registered Mail within 48 hours of termination. All employees should be requested to give a permanent address at time of "sign-on" for such purposes.

ARTICLE 20.000 MINIMUM PAY AND REPORTING TIME

20.100 Inclément 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:

- 20.101 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.
- 20.102 The Foreperson and Shop 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.
- 20.103 If work which can be done under reasonable and safe conditions cannot be found for all the craftspeople, 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 craftspeople by rescheduling and altering the planned work, if so required.
- 20.104 If at this stage the craftsmen 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 craftspeople have refused to go to work.
- 20.105 Subject to above, Article 20.500 of the Agreement shall be applied.
- 20.106 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.
- 20.107 Make-up Day- Friday may be used as a make-up day under the four (4) day, ten (10) hours per day schedule when weather conditions have caused lost time during the work week. Work performed on the make-up day will be on a voluntary basis. Work performed on a make-up day for the first ten (10) hours shall be at the straight time hourly rate up to a maximum of forty (40) hours per week after which the applicable Saturday overtime provisions shall apply. In no case shall the time worked on a make-up day be less than eight (8) hours except where weather conditions affect the foregoing. This only applies to the standard forty (40) hour compressed work weeks (Monday to Thursday).
- Those working a make-up day will be entitled to the applicable overtime rate for the shift should the employer have other employees engaged in maintenance work on site and being paid at the applicable overtime rate.
- 20.200 Work Not Available - The following conditions apply:

20.201 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.

20.202 If an employee has started to work on their regular shift, they 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 they shall be paid a minimum of eight (8) hours pay.

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.

20.203 When an employee is requested to return to work for overtime between work days or on weekends they shall be paid a minimum of two (2) hours pay at the appropriate overtime rate.

20.300 Conditions for "Call-Ins" of employees will be as follows:

20.301 When an employee is called in to work on their scheduled day off or a holiday, they shall be paid a minimum of two and one half (2 ½) hours pay at double (2) the basic hourly rate.

20.302 Employees will receive a minimum of two and one half (2 ½) 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.

20.303 "Call-In" pay will be applicable to each call extended to an employee except that total call in pay within a given eight (8) hour period shall not exceed normal overtime pay for that period.

20.304 "Call-Ins" which immediately precede and become continuous with regular work day will be paid as follows:

(i) Minimum of two and one half (2 ½) hours at double the basic rate.

(ii) Overtime rate for any hours worked in excess of two and one half (2 ½) 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.

20.305 It is not intended that an employee shall work more than sixteen (16) 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 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. The Employer may increase the eight (8) hour break period accordingly in order to ensure employees travelling long distances to the project receive an adequate rest period.

Employees commencing call-ins after 4:00pm on Sunday will be subject to the eight (8) hour break rule if the required eight (8) hour break runs into Monday's regular hours of work.

- 20.306 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.
- 20.307 This guarantee does not operate when employees working their regular shift are notified of a change in work hours and required to take an eight (8) hour break. In such cases, the provisions of the 2-4-8 hour minimum pay provided for in Articles 20.201 and 20.202 will apply.
- 20.400 Subject to the above, it shall be the Company's prerogative to decide whether work shall be stopped during a day of work.
- 20.500 If an employee stops work for reasons of their own, and without the approval of the Company, they shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.
- 20.600 Conditions for employees on Stand-By Duty on scheduled days off will be as follows:
- 20.601 Whenever an employee is scheduled for stand-by duty they will be reimbursed with two (2) hours pay at double-time (2) for each period of duty. Each stand-by period will not exceed twenty-four (24) consecutive hours, and not more than three (3) consecutive stand-by periods will be permitted.
- Stand-by duty means that an employee agrees to be available on call during the period. The names of persons on stand-by duty will be posted.

ARTICLE 21.000 TRAVEL

- 21.100 During the term of this Agreement, no subsistence, travel allowance, mileage or pay for travel time will be paid to any employee covered by the terms of this Agreement.

ARTICLE 22.000 MIXED CREWS

- 22.100 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.
- 22.200 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.
- 22.300 Conditions for emergency work are as follows:
- 22.301 It is recognized by the parties to this Agreement that the work covered at times requires the use of mixed crews.
- 22.302 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.

22.303 An emergency under the terms of this Agreement is defined as any situation of an unexpected nature endangering life, property or normal plant production.

22.304 In the event such emergency continues, a return to craft line operation will be made as soon as contact between the Contractor and Local Business Agent is feasible. In any event the Contractor shall notify any or all Local Business Agents whose craft rights have been affected during the course of such emergency not later than the next regular business day.

ARTICLE 23.000 SUPERVISION

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

ARTICLE 24.000 TOOL ROOMS

24.100 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.

24.200 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.

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

ARTICLE 25.000 FIRST AID, SAFETY AND PROTECTIVE CLOTHING

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

25.200 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.

25.300 Protective clothing for employees will be as follows:

25.301 The Company accepts the responsibility to provide coveralls and all necessary protective clothing required for work conditions which are exceptional or would lead to speedier deterioration of personal clothing, than under normal or usually accepted working conditions. 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, will remain Company property and must be returned before leaving the jobsite.

25.400 Work Boot Allowance:

Maintenance employees with twelve (12) months continuous service will receive a work boot allowance of one hundred and fifty (\$150.00) dollars. Subsequent work boot allowance payments will be paid after each twelve (12) months of continuous service.

New employees will enter the program upon hire and be eligible for the work boot allowance after twelve (12) months of continuous service. The company will post this program on its project site and ensure employees are aware of the intent and rules of the program.

The monetary payment will increase to one hundred and sixty (\$160.00) dollars effective June 1, 2020, increase to one hundred and seventy (\$170.00) dollars effective June 1, 2021 and then increase to one hundred and eighty (\$180.00) dollars effective June 1, 2022.

25.500 All Employers signatory to this agreement commit to support the Canadian Safety Achievement Awards (CS2A) program.

ARTICLE 26.000 PROJECT RULES

26.100 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.

26.200 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.

26.300 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.

26.400 It is further agreed that violation of these project rules and regulations is direct and just cause for disciplinary action, including discharge subject to Article 7.000, Grievance Procedure.

ARTICLE 27.000 PERIODIC CONFERENCE

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

ARTICLE 28.000 WORK STOPPAGES

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

ARTICLE 29.000 ADMINISTRATION FUND

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

ARTICLE 30.000 MANAGEMENT CLAUSE

30.100 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 judgement the spirit and intent of this Agreement has been violated.

ARTICLE 31.000 DURATION OF AGREEMENT

31.100 It is understood that this Agreement shall be in full force and effective from April 1, 2020 to March 31, 2023 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.

ARTICLE 32.000 ELECTRONIC SIGNATURE

32.100 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 signatory employer physically signing a copy of the collective agreement.

Signed this 1st day of April 2020.

FOR AND ON BEHALF OF:

CIMS LIMITED PARTNERSHIP

Name:
Title:

Name:
Title:

ALUMASAFWAY SERVICES ULC

Name:
Title:

Name:
Title:

TRIPLE CROWN ENTERPRISES LTD.

Name:
Title:

Name:
Title:

Agreement: **Esso Petroleum Canada, Nanticoke Refinery, Nanticoke, Ontario (2020-2023)**

FOR AND ON BEHALF OF THE UNIONS

Vice President

International Association of Heat & Frost Insulators & Allied Workers

General President

Labourers International Union of North America

International Vice President

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

General President

International Union of Operating Engineers

Director of Canadian Affairs

International Union of Bricklayers & Allied Craft Workers

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

Director of Canadian Affairs

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

Agreement: [Esso Petroleum Canada, Nanticoke Refinery, Nanticoke, Ontario \(2020-2023\)](#)

EXAMPLES SECTION

CASE I A tradesperson 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 from 8:00 a.m.

They 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 A tradesperson 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. They are entitled to overtime from 8:00 a.m. onwards until an 8 hour break occurs, or alternately and preferably the tradesperson may be instructed not to report until 10:00 a.m., i.e., so that they have an 8 hour break. In this event the "2, 4, 8 hour" pay clause would apply and the tradesperson would receive 8 hours pay for that day even though they 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 a tradesperson is called in at 4:00 p.m. Sunday and works until 1:15 a.m., they 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. They would be paid double-time from 7:00 p.m. until 8:00 a.m. They would revert to straight time at 8:00 a.m., until 11:00 a.m. They 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. They 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 they 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.

APPENDIX A
GENERAL UNDERSTANDING ARISING FROM
2020 RENEWAL DISCUSSIONS

- 1) It is understood by the contractors' signatory to this agreement that if an employee is requested and required to work in areas where accidental damage to approved footwear is incurred, as a result of normal duties, such footwear will be replaced by the Company.
- 2) Maintenance employers confirm a minimum of 2 hours' notice of lay-off to allow employees to return tools etc., or 2 hours straight time payable in lieu.

APPENDIX B – ONTARIO 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 Ontario GPMA Agreements 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 thirty-six (36) months or longer and who is in good standing with their union, as defined by the Constitution of the applicable affiliated Building Trades Union and working under the General Presidents’ Maintenance Agreement. A change to the commercial contract whereby an individual is moved from one signatory to another shall not be considered a break in service.
- 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 Ontario.

- 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 sixty dollars (\$160.00) 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 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 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.

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

ONTARIO PROJECTS

- 1) The following formula will be used in determination for Long- and Short-Term maintenance Rates and Benefits for the duration of the Agreement – April 1st, 2020 to March 31, 2023.
 - I) Long Term and Short-Term Maintenance Base Rate are set as \$0.75 less than Base Rates as established in the Local Agreement Base Rates.
 - II) 100% of appropriate fringe benefits will be paid as appropriate for the duration of the 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. Foreperson and supervisory premiums as provided for in the Local Agreement are to be applied as appropriate to the maintenance journeyman base rate.
- 3) Long-Term Maintenance & Short-Term Maintenance

All overtime worked on Long-Term and Short-Term maintenance will be at double-time (2), except in cases where individual trades have, on a local basis, established overtime conditions at less than double-time (2) in a maintenance agreement or the reference Agreement.

In such cases, the overtime conditions for Long Term and Short Term maintenance will be those conditions established by the individual trade and shall be included into this Agreement.
- 4) These Wage Schedules establish the maintenance wage and benefit formula and approach taken to wage, benefit and overtime calculation in the General Presidents' Maintenance Agreement. 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 AGREEMENTS.
- 5) The General Presidents' Maintenance Committee Administration fund is established at \$0.10 cents per hour earned

