



General Presidents' Maintenance Committee for Canada

LEADERS IN UNIONIZED MAINTENANCE

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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*

**DOW CHEMICAL LIMITED  
FORT SASKATCHEWAN, ALBERTA**

*and*

**DOW CHEMICAL LIMITED  
PRENTISS, ALBERTA**

*and*

**SHELL CANADA LIMITED  
FORT SASKATCHEWAN, ALBERTA**

## PROJECT AGREEMENT FOR MAINTENANCE BY CONTRACT IN CANADA

This Agreement is entered into this 1<sup>st</sup> day of January 2020 by and between the Signatory Employer Representatives listed in Appendix "F", (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:

Dow Chemical Limited located at Fort Saskatchewan, Alberta

Dow Chemical Limited located at Prentiss, Alberta

Shell Canada Limited, Scotford Complex located at Fort Saskatchewan, Alberta

### **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, 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 employees 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.

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.

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-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 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.

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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 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.

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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 advice to the appropriate Business Agent that the tradespeople are on the job. The tradespeople employed under these conditions will make application to the appropriate Local Union within fifteen (15) calendar days of hire.
- 4.400 It will be the Unions' responsibility to provide a referral slip to the tradespeople at the Jobsite. New employees shall not be permitted to hire on without a dispatch slip from the Union.
- 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 Union.
- 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.

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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.
- 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" means work that is terminated within thirty (30) available days of work.
- 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 (2) 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.
- 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 twenty-one (21) calendar 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 the Craft Steward and the Company supervisor.
- 7.102 Step II Between the aggrieved employee, the Craft 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.
- The Employer shall respond in writing within twenty-one (21) calendar days from the date which the grievance was presented in writing to the Employer. If settlement cannot be reached at this step or if the Employer fails to respond in writing within the time limit specified, the Union may then proceed to the next step of the grievance procedure.
- 7.103 Step III Between the International Union Representative and the Labour Relations Manager or the highest official of the Company. The 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 (1) appointed by each party to this Agreement and the third, who shall act as Chairperson, to be selected by the two (2) 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 (2) Arbitrators appointed cannot within three (3) days select a third Arbitrator who is willing to serve, the two (2) 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 As an alternative to the provisions of Article 7.105, a single arbitrator may be appointed by mutual agreement of the parties.

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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 (2) 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. When Representatives are visiting a project site with multiple Employers, they will contact each individual Employer prior to contacting the Employees of each respective Company.

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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 and based upon the requirements of the site may appoint additional alternate Stewards after consultation with the Employer. These Stewards shall be allowed reasonable time to conduct Union business related to work being performed under this Agreement at the project site. The provisions of Article 10.400 shall only apply to one (1) designated Steward per Union.

The Business Manager or Business Agent of the applicable Local Union shall be consulted in advance of the termination of the Steward.

10.200 Steward designations must be confirmed in writing to each job superintendent in order to allow recognition of Steward's privileges.

10.300 The Steward shall not be discriminated against and shall receive 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 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 they were hired is completed.

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## ARTICLE 11.000 REFERRAL OF TRADESPERSONS

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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 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 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. The parties to this agreement support the concept that employees will provide trade qualification certificates, where applicable, at hire.
- 11.204 For just and sufficient cause, the Company shall retain the right to reject any applicant referred by the Union.
- 11.205 The Company may request employees by name who have special skills or have previous maintenance experience.
- 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 specified location at the date and time specified by the Employer.
- 11.500 The Company may transfer employees with special skills or qualifications to projects which are in the geographical jurisdiction of the Local Union and where forces are being increased. Transfers are not permitted to displace existing employees.
- Transfer between GPMA Agreements within the scope of the Local Union is permitted with the mutual agreement between the Company and the Local Union and on a voluntary basis for each affected employee. The Mutual agreement between the Company and the Local Union will not be unreasonably withheld. In the event that the employee refuses to be transferred, he/she will be issued the appropriate Record of Employment (ROE) pursuant to the Employment Insurance Act, however, it is generally understood that such circumstances would not attract a Code M or E designation.
- 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.
- 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 ratio.

- 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 Saturdays, Sundays or earned days off, shall be paid at straight time rates of pay.
- 11.801 The component Unions of the General Presidents' Maintenance Committee for Canada (GPMC) recognize the importance of the supply of skilled and ready-to-work employees on maintenance projects. The GPMC agrees to adopt the core training safety provisions which have been established by the individual component Unions and outlined in their respective reference agreements. Any future additions incorporated into the trade specific appendices of the reference agreement will be incorporated into this agreement. The Committee understands the current costs being absorbed by the industry due to the duplication and redundancy of training and commits to working with the Signatory Employers towards the development of an industry standard for core training within the province of Alberta.
- 11.802 The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers are expected to disclose to the Employer any current safety training certificates that may be required for that job, as identified by the Employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective.

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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 "Long-Term Maintenance and Short-Term Maintenance" work shall be paid according to the attached Wage and Benefit Schedule".
- 12.102 Employees on "Long-Term Maintenance, Compressed Work Week" shall be paid according to the attached "Long-Term Maintenance, Compressed Work Week Wage Schedule", for shift work only. Overtime worked shall be paid in accordance with the "Schedule of Rates on Long-Term Maintenance".
- 12.103 Any enablement provisions made by the Local Unions to the wage rates or benefits 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. In these circumstances maintenance will be at the enabled conditions.
- 12.200 Fringe Benefits will be paid according to the attached Schedule of Maintenance Wages and Benefits.
- 12.201 Employers will make appropriate contributions to CEFAP for those participating trades which have this provision in their Reference Collective Agreement.
- 12.202 Employers will make appropriate contributions to RSAP for those participating trades which have this provision in their Reference Collective Agreement.
- 12.203 Effective July 5, 2015 Employers are responsible for making appropriate contributions to the Workforce Development Initiatives Trust Fund under this agreement.

- 12.204 Employers will make appropriate contributions to Audiometric Testing for those participating trades which have this provision in their Reference Collective Agreement.
- 12.205 General Foreperson and Foreperson who have achieved the status of Industrial Construction Crew Supervisor designation from the Alberta Apprenticeship Industry Training will receive an additional one dollar and fifty cents (\$1.50) over the regular General Foreperson and Foreperson rates (for all hours worked) contained in the applicable reference agreement. The premium is not to be pyramided.
- 12.300 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 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. This is to ensure against any work stoppage on this project which would be caused by a breakdown of local negotiations.
- 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.
- 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 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.

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 separated from the services of the Company shall normally receive their final wages, vacation pay due, Record of Employment (ROE) on their next regularly scheduled pay period for the pay period in question.

When electronic deposits are made, the final deposit and other termination document mailings/filings must be made by the next pay period.

- 12.502 It is recognized that there will be certain occasions when the timeframes in 12.501 are not met. For cheques or deposits not received in accordance with the timeframes set out in 12.501 above, following notice to the Company by the Employee or Local Union penalties contemplated in 12.503 shall apply. In the event that there is a payroll error (miscalculation) on the final cheque or electronic deposit, the Company will have three (3) days exclusive of Saturdays, Sundays and Statutory Holidays, 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 three (3) days, the Company will pay a penalty of \$100.00 from the pay date of the final electronic deposit.
- 12.503 Should wages & vacation pay not be received within the timeframes outlined in 12.502 the Company will pay a penalty of \$100.00 per day exclusive of Saturdays, Sundays and Statutory Holidays, until the mailing is made.
- 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 writing on an appropriate form provided by the Employer, in any event, not more than twenty-one (21) calendar days, from date of termination.
- 12.505 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 12.503 and Article 12.504 above will apply.
- 12.505(i) 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.
- 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 from day fifteen (15) and thereafter 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.

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## ARTICLE 13.000 DAY WORK CONDITIONS

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- 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 day, four (4) day work week, Monday through 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 unpaid lunch period will be one-half (1/2) hour and may be staggered one (1) hour either way to accommodate production schedules and emergencies.

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 (2) 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 take a break, the employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half (1½ x) shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which work days are regularly scheduled in excess of ten (10) hours. A change in the scheduling of breaks will normally be communicated to the affected employees prior to the end of the work cycle before the change.

The Company does not guarantee to provide work to any employee for regularly assigned hours, except as provided in 20.000.

The issue of the twelve (12) hour day with three (3) half hour paid breaks will be covered off in a new Appendix Letter (attached to this document).

13.101 An employee, who is requested to work through their scheduled noon lunch period and the lunch period provided falls beyond the staggered one 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) 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 **Short-Term Maintenance Only**

a) Five Eight Hour Days (5x8)

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	8 hours	Up to 4 hours	After 12 hours
Tuesday	8 hours	Up to 4 hours	After 12 hours
Wednesday	8 hours	Up to 4 hours	After 12 hours
Thursday	8 hours	Up to 4 hours	After 12 hours
Friday	8 hours	Up to 4 hours	After 12 hours
Saturday		Up to 12 hours	After 12 hours
Sunday			All hours
Stat Holiday			All hours



13.202 Four Ten Hour Day Option

b) Four Ten Hour Day Option (4x10)

*Monday to Thursday:*

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	10 hours	Up to 2 hours	After 12 hours
Tuesday	10 hours	Up to 2 hours	After 12 hours
Wednesday	10 hours	Up to 2 hours	After 12 hours
Thursday	10 hours	Up to 2 hours	After 12 hours
Friday		Up to 12 hours	After 12 hours
Saturday		Up to 12 hours	After 12 hours
Sunday			All hours
Stat Holiday			All hours

c) Four Ten Hour Day Option (4x10)

*Tuesday to Friday:*

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday		Up to 12 hours	After 12 hours
Tuesday	10 hours	Up to 2 hours	After 12 hours
Wednesday	10 hours	Up to 2 hours	After 12 hours
Thursday	10 hours	Up to 2 hours	After 12 hours
Friday	10 hours	Up to 2 hours	After 12 hours
Saturday		Up to 12 hours	After 12 hours
Sunday			All hours
Stat Holiday			All hours

13.203 **Long-Term Maintenance Only**

a) Five Eight Hour Days (5x8)

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	8 hours	Up to 4 hours	After 12 hours
Tuesday	8 hours	Up to 4 hours	After 12 hours
Wednesday	8 hours	Up to 4 hours	After 12 hours
Thursday	8 hours	Up to 4 hours	After 12 hours
Friday	8 hours	Up to 4 hours	After 12 hours
Saturday		Up to 12 hours	After 12 hours
Sunday		Up to 12 hours	After 12 hours
Stat Holiday			All hours

13.204 Four Ten Hour Day Option

b) Four Ten Hour Day Option (4x10)

*Monday to Thursday:*

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	10 hours	Up to 2 hours	After 12 hours
Tuesday	10 hours	Up to 2 hours	After 12 hours
Wednesday	10 hours	Up to 2 hours	After 12 hours
Thursday	10 hours	Up to 2 hours	After 12 hours
Friday		Up to 12 hours	After 12 hours
Saturday		Up to 12 hours	After 12 hours
Sunday		Up to 12 hours	After 12 hours
Stat Holiday			All hours

c) Four Ten Hour Day Option (4x10)

*Tuesday to Friday:*

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday		Up to 12 hours	After 12 hours
Tuesday	10 hours	Up to 2 hours	After 12 hours
Wednesday	10 hours	Up to 2 hours	After 12 hours
Thursday	10 hours	Up to 2 hours	After 12 hours
Friday	10 hours	Up to 2 hours	After 12 hours
Saturday		Up to 12 hours	After 12 hours
Sunday		Up to 12 hours	After 12 hours
Stat Holiday			All hours

The allotment of time and one half (1 ½) will not be applicable to the jump time required by the Foreperson.

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:

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 their second meal break. Subsequent meals will also be provided by the Company as near regular four (4) hour intervals as possible.

- 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 (1/2) hour earlier and finish up to one-half (1/2) 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 13.501 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.

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## ARTICLE 14.000 SHORT SHIFT CONDITIONS

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### (Long-Term and 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 Clause 13.100.
- 14.101 Shift employees may be scheduled on a one-shift basis: days, 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, except that when Saturdays or Sundays 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 Clause 13.200.
- 14.105 Employees specifically hired to work one (1) or two (2) afternoon or midnight shifts, Monday to Friday will be paid eight (8) or ten (10) hours at the straight time rate plus the applicable shift premium and the applicable overtime rate for hours worked beyond eight (8) or ten (10) hours per shift. Long Term or Short Term employees transferred to a short shift of less than a three (3) day duration will be paid in accordance with Article 13.000.

- 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) or ten (10) hours for eight (8) or ten (10) hours pay.
- 14.202 Employees working an afternoon shift defined as a shift commencing at 8:00 a.m. and before 9:00 p.m. or a midnight shift defined as a shift commencing between 9:00 pm. and 2:00 a.m. will be paid a shift premium of three dollars and fifty cents (\$3.50) per hour worked.
- 14.203 A one-half hour (1/2) unpaid lunch period will be allowed during each eight (8) or ten (10) hour work 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 **Short-Term Maintenance & Long-Term Maintenance.**  
Refer to charts in Article 13.201 and 13.203.
- 14.302 **Four (4) Ten (10) Hour Day Option.**  
Refer to charts in Article 13.202 and 13.204.
- 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 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 the Foreperson is required to arrive at work up to 1/2 hour prior to the normal starting time of the shift to organize work and obtain permits, they shall not be entitled to a meal or meal break as per Clause 14.401 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 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 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 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 20.200 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 Schedule.

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## ARTICLE 15.000 LONG SHIFT CONDITIONS

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### (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 Clause 13.100.

Shift employees may be scheduled on a one-shift basis: days, afternoons, midnights; 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.

- 15.101.1 A ten (10) on and four (4) off schedule may also be established as a compressed work week schedule and when utilized, the straight time days will be Tuesday through Friday in one week followed by Monday through Thursday in the subsequent week. Should an Employee work on the scheduled days off, the Friday and Monday will be paid at time and one half (1½x) and the Saturday and Sunday will be paid at time and one half (1½x).

When a ten (10) on and four (4) off schedule is utilized, overtime on the Saturday and Sunday that fall in the middle of the schedule will be optional. Employees will be required to give at least three (3) working days' notice of their intention not to work such overtime. Failure to provide the required notice and to report for work shall be considered absenteeism. Exercising this option will not preclude an Employee's opportunity to work other premium days when available.

- 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 (1 ½) the straight time hourly rates.
- 15.400 Shift premium will be three dollars and fifty cents (\$3.50) per hour for afternoon shift and midnight shift.
- 15.500 The standard work day shall be eight (8) or ten (10) hours of employment. A one half (1/2) hour unpaid lunch period will be provided. No shift employee shall leave duty until relieved at their regular place of work without the permission of their supervisor.
- 15.501 **Long Shift Overtime**
- Refer to charts in Article 13.203 and 13.204.
- 15.501.1 When working the four (4) ten (10) hour option see Clause 14.302 for payment provisions.
- 15.502 In no case shall overtime rates exceed double the hourly rate shown on the attached sheet.
- 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.

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## ARTICLE 16.000 STARTING TIME AND QUITTING TIME CONDITIONS

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- 16.100 After notifying the Unions in writing, 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.

Employees who are assigned to short shift work may only have the start time of their shift changed once during the calendar week. Otherwise, the first shift worked at the new start time will be at time and one-half (1 1/2) the straight time hourly rate.

(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.

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 timeframe, Monday to Friday.

17.101 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.

17.102 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.

17.102.1 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.

17.103 It is understood that Compressed Work Week Schedules A through Y have been established and such schedules may be reactivated without approval of the Unions (see attached Appendix "A").

17.104 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.

17.200 The standard work day shall be up to twelve (12) hours of continuous employment including lunch breaks except those breaks provided for in Clause 17.506.

17.300 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 12.102.

Time and one-half (1-1/2) will be paid for the first twelve (12) hours on all scheduled days off. Double-time will be paid thereafter.

b) All hours worked on statutory holidays will be paid at double-time (2) in accordance with compressed work week rates.

- 17.400 Payment for statutory holidays, as listed in Article 18.000 of this Agreement, shall be subject to the following:
- 17.401 Payment for the statutory holidays, as listed in Article 18.000 of this Agreement, shall be in accordance with attached schedule or by Federal or Provincial legislation.
- 17.402 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).
- 17.403 A Compressed Work Week shift schedule will not be cancelled and re-instituted 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.
- 17.500 Rates for Compressed Work Week Schedules will be determined on the following basis:
- 17.501 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.
- 17.502 Determination of premiums for compressed work week rates will be calculated as follows:
- 17.503 **Compressed Work Week Shift Premiums:**
- i) Number of hours on shift per cycle x number of cycles per year = NUMBER OF HOURS ON SHIFT PER YEAR.
  - ii) Number of hours on shift per year x shift premium = TOTAL SHIFT PREMIUM.
  - iii) Total shift premium divided by the number of hours in a standard year = SHIFT PREMIUM PER HOUR.
  - iv) The shift premium on all compressed work week night shifts will be three dollars and fifty cents (\$3.50) per hour for all straight time hours worked on shift.
- 17.504 **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.



- 17.505 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.
- 17.506 The midday lunch period of one-half (1/2) hour on workdays of ten (10) hours or less between the hours of 7:30 a.m. and 7:30 p.m. will be unpaid.
- 17.507 On twelve (12) 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 (1/2) hour meal breaks per twelve (12) hour shift.
- 17.508 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.
- 17.509 It is the Company's prerogative to transfer employees to other conditions of the Agreement subject to proper payment under the new conditions.
- 17.510 **Shift changes from Day Work Conditions to Compressed Work Week:**
- 17.510.1 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, they shall be paid straight time for the first forty (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, they shall be paid straight time for all scheduled hours worked on the new Compressed Work Week shift.
- 17.510.2 An employee will be given twenty-four (24) hours advance notice prior to the start of their new shift and if not then they shall be paid their first shift at time and one-half (1 ½).
- 17.510.3 If an employee is given greater than the normal two (2) earned days off on their regular schedule due to having their shift changed to a Compressed Work Week schedule, they shall be paid straight time for those hours in excess of the earned days off they would have otherwise worked if the shift had not been changed.

17.511 **Shift changes from one Compressed Work Week schedule to another Compressed Work Week schedule:**

17.511.1 An employee will be given twenty-four (24) hours advance notice prior to the start of their new shift and if not then they shall be paid their first shift at time and one-half (1 ½).

17.511.2 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, they shall be paid for those hours they 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 (40) or more straight time hours in the calendar week. If less than forty (40) 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 (40).

17.511.3 The penalty of Clause 17.511.2 will not apply if the employee completes their regular work days on their initial schedule up to the scheduled days off, receives their scheduled days off or paid applicable overtime, if they work on their scheduled days off, and is given at least ten (10) hours notice of shift change.

17.511.4 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.

17.512 **Shift changes from Compressed Work Week to Day Work Conditions:**

17.512.1 An employee will be given twenty-four (24) hours advance notice prior to the start of their new shift and if not then they shall be paid their first shift at time and one-half (1 ½).

17.512.2 Clause 17.511.4 applies in its entirety when amending Compressed Work Week schedules to Day Work Conditions.

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## ARTICLE 18.000 STATUTORY HOLIDAYS

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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 | 6. Civic Holiday    |
| 2. Family Day     | 7. Labour Day       |
| 3. Good Friday    | 8. Thanksgiving Day |
| 4. Victoria Day   | 9. Remembrance Day  |
| 5. Canada Day     | 10. Christmas Day   |
|                   | 11. Boxing Day      |

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 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.

18.400 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 the holiday 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 the day of observance, the Company may either pay the workforce at doubletime (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.

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## ARTICLE 19.000 VACATION ALLOWANCE

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

19.101 For Long-Term maintenance employees only, the following vacation pay will apply:

- up to three (3) years service - six (6) percent;
- more than three (3) years and up to seven (7) years service - seven (7) percent;
- more than seven (7) years service and up to ten (10) years service - eight (8) percent.
- more than ten (10) years service and up to twelve (12) years service – nine (9) percent
- more than twelve (12) years service –ten (10) percent.

19.102 Long term maintenance employees who have a break in service with the Employer will maintain their years of service should the break in service be less than ninety (90) calendar days. A change to the commercial contract whereby an individual is moved from one Signatory Employer to another shall not be considered a break in service. The break in service is not applicable for those who quit or are terminated.

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## ARTICLE 20.000 MINIMUM PAY AND REPORTING TIME

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20.100 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:

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 endeavour to find work for all craftspeople by rescheduling and altering the planned work, if so required.

- 20.104 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 craftspeople have refused to go to work.
- 20.105 Subject to above, Clause 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.
- 20.200 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.
- 20.203 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.
- 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 (2-1/2) hours pay at double (2) the basic hourly rate.
- When the four (4) x ten (10) schedule Tuesday to Friday is employed on a ten (10) and four (4) rotation and the employee is called into work on the straight time day (Friday of the second week) the employee will be paid straight time rates for hours falling within the normal work day.
- 20.302 Employee will receive minimum of two and one-half (2-1/2) 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.
- 20.303 Call-Ins which immediately precede and become continuous with regular work day will be paid as follows:
- (i) Minimum of 2-1/2 hours at double the basic rate.
  - (ii) Overtime rate for any hours worked in excess of 2-1/2 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.

- 20.304 (i) When a tradesperson is advised prior to completion of a shift or work day or provided eight (8) hours notice after completion of a shift or work day, to report early for 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.
- (ii) When a tradesperson is advised prior to completion of a shift or work day or provided eight (8) hours notice after completion of a shift or work day, to report back and does report for work, at a specific time between shifts or on a scheduled day off, such work is not considered "Call-In" but will be paid a minimum of two and one-half (2-1/2) hours at the applicable overtime rate.
- 20.305 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 the employee must have at least eight (8) continuous hours off between regular shifts or they 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.
- 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.
- 20.400 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:
- Whenever an employee is scheduled for stand-by duty the employee will be reimbursed with two (2) hours pay at double-time 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.
- 20.700 On initial hire or transfer, employees who report for work and no work is available shall be paid two (2) hours show-up on the first day. If no work available persists, employees who report for work each subsequent day will be so notified and paid two (2) hours straight time per day until work commences. In any event, after three (3) consecutive days of no work available, the employee is entitled to a lay-off for lack of work.

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## ARTICLE 21.000 TRAVEL

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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.

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## ARTICLE 22.000 MIXED CREWS

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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 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.

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

22.303 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.

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## ARTICLE 23.000 SUPERVISION

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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.

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## ARTICLE 24.000 TOOL ROOMS

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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 personnel 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.

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## ARTICLE 25.000 FIRST AID, SAFETY AND PROTECTIVE CLOTHING

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- 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 Unions and their members recognize that Client and Employer safety rules have been established to ensure that no employees are harmed in the performance of the work. The Unions and their members shall at all times fully cooperate with the Employer ensuring that safe work practices have been followed. 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:
- 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.
- 25.302 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.
- 25.303 The Company will provide a separate area for employees to remove and store coveralls, work clothing etc, prior to entering lunch rooms.
- 25.304 All Employers signatory to this agreement commit to support the Canadian Safety Achievement Awards (CS2A) program.

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## ARTICLE 26.000 PROJECT RULES

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- 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.



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## ARTICLE 27.000 PERIODIC CONFERENCE

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27.100 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 28.000 WORK STOPPAGES

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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.

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## ARTICLE 29.000 ADMINISTRATION FUND

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

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## ARTICLE 30.000 MANAGEMENT CLAUSE

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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.

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## ARTICLE 31.000 DURATION OF AGREEMENT

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31.100 It is understood that this Agreement shall be in full force and effective from Jan 1, 2020 to December 31, 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 32.000 ELECTRONIC SIGNATURE

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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 1<sup>st</sup> day of January 2020

**FOR AND ON BEHALF OF THE SIGNATORY EMPLOYERS**

***DOW CHEMICAL LTD. (PRENTISS, ALBERTA)***

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Worley Industrial Services ULC

***DOW CHEMICAL LTD. (FORT SASKATCHEWAN, ALBERTA)***

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Worley Industrial Services ULC

***SHELL CANADA LIMITED, SCOTFORD COMPLEX***

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Worley Industrial Services ULC

Agreement: [Dow, Shell \(2020-2022\)](#)

## 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 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

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***General President***

International Brotherhood of Teamsters

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***International President***

International Brotherhood of Electrical Workers

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***General Vice President***

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

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***Director of Canadian Affairs***

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

Agreement: [Dow, Shell \(2020-2022\)](#)

## 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., i.e., so that the employee 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 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 an employee is called in at 4:00 p.m. Sunday and works until 1:15 a.m., the employee should report for work at 8:00 a.m. and be paid straight time, as the employee 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 the employee 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.

## **APPENDIX A - COMPRESSED WORK WEEK SCHEDULES A THROUGH Y**

### **I. SCHEDULE "A"**

- (a) Straight days
- (b) Forty (40) hours
- (c) Number of hours on shift 40
- (d) Number of cycles per year 52
- (e) Number of Hours per cycle 40
- (f) Number of hours on shift per year 0
- (g) Number of overtime hours per year 0

### **II. SCHEDULE "B"**

- (a) Straight days
- (b) Fourteen (14) twelve (12) hour shifts in a twenty-eight (28) day cycle
- (c) Number of hours on shift 0
- (d) Number of cycles per year 13
- (e) Number of hours per cycle 168
- (f) Number of hours on shift per year 0
- (g) Number of overtime hours per year 104

### **III. SCHEDULE "C"**

- (a) Alternating days and nights
- (b) Seven (7) twelve (12) hour day shifts and seven (7) twelve (12) hour night shifts in a twenty-eight (28) day cycle
- (c) Number of hours on shift 84
- (d) Number of cycles per year 13
- (e) Number of hours per cycle 168
- (f) Number of hours on shift per year 1092
- (g) Number of overtime hours per year 104

### **IV. SCHEDULE "E"**

- (a) Straight nights
- (b) Combination of eight (8) hour and twelve (12) hour shifts averaging forty (40) per week
- (c) Number of hours on shift 80
- (d) Number of cycles per year 26
- (e) Number of hours per cycle 80
- (f) Number of hours on shift per year 2080
- (g) Number of overtime hours per year 0

## **V. SCHEDULE "F"**

- (a) Alternating days and nights
- (b) Four (4) twelve (12) hour day shifts and four (4) twelve (12) hour night shifts in a sixteen (16) day cycle
- (c) Number of hours on shift 48
- (d) Number of cycles per year 22.75
- (e) Number of hours per cycle 96
- (f) Number of hours on shift per year 1092
- (g) Number of overtime hours per year 104

## **VI. SCHEDULE "G"**

- (a) Straight days
- (b) Four (4) twelve (12) hour day shifts in an eight (8) day cycle
- (c) Number of hours on shift 0
- (d) Number of cycles per year 45.50
- (e) Number of hours per cycle 48
- (f) Number of hours on night shift per year 0
- (g) Number of overtime hours per year 104

## **VII. SCHEDULE "H"**

- (a) Straight nights
- (b) Four (4) twelve (12) hour night shifts in an eight (8) day cycle
- (c) Number of hours on shift 48
- (d) Number of cycles per year 45.50
- (e) Number of hours per cycle 48
- (f) Number of hours on shift per year 2184
- (g) Number of overtime hours per year 104

## **VIII. SCHEDULE "I"**

- (a) Straight nights
- (b) Fourteen (14) twelve (12) hour night shifts in a twenty-eight (28) day cycle
- (c) Number of hours on shift 168
- (d) Number of cycles per year 13
- (e) Number of hours per cycle 168
- (f) Number of hours on shift per year 2184
- (g) Number of overtime hours per year 104

**IX. SCHEDULE "J"**

- (a) Alternating days and nights
- (b) Four (4) twelve (12) hour day shifts and three (3) twelve (12) hour night shifts in a fourteen (14) day cycle
- (c) Number of hours on shift 36
- (d) Number of cycles per year 26
- (e) Number of hours per cycle 84
- (f) Number of hours on shift per year 936
- (g) Number of overtime hours per year 104

**X. SCHEDULE "M"**

- (a) Straight days
- (b) Seven (7) twelve (12) hour shifts in a fourteen (14) day cycle
- (c) Number of hours on shift 0
- (d) Number of cycles per year 26
- (e) Number of hours per cycle 84
- (f) Number of hours on shift per year 0
- (g) Number of overtime hours per year 104

**XI. SCHEDULE "N"**

- (a) Alternating days and nights
- (b) Two (2) eight (8) and six (6) twelve (12) hour shifts in a fourteen (14) day cycle
- (c) Number of hours on shift 44
- (d) Number of cycles per year 26
- (e) Number of hours per cycle 88
- (f) Number of hours on shift per year 1144
- (g) Number of overtime hours per year 208

**XII. SCHEDULE "O"**

- (a) Straight days
- (b) One (1) eight (8) hour shift and three (3) twelve (12) hour shifts in a seven (7) day cycle
- (c) Number of hours on shift 0
- (d) Number of cycles per year 52
- (e) Number of hours per cycle 44
- (f) Number of hours on shift per year 0
- (g) Number of overtime hours per year 208

### **XIII. SCHEDULE "P"**

- (a) Alternating days and nights
- (b) Combination of eight (8) and twelve (12) hour shifts in a fourteen (14) day cycle
- (c) Number of hours on shift 40
- (d) Number of cycles per year 26
- (e) Number of hours per cycle 80
- (f) Number of hours on shift per year 1040
- (g) Number of overtime hours per year 0

### **XIV. SCHEDULE "Q"**

- (a) Straight days
- (b) Twenty (20) Ten (10) hour shifts in a thirty-five (35) day cycle  
(4 on, 3 off, 4 on, 2 off, 4 on, 3 off 8 on, 7 off)
- (c) Number of hours on shift 0
- (d) Number of cycles per year 10.4
- (e) Number of hours per cycle 200
- (f) Number of hours on shift/year 2080
- (g) Number of overtime hours/year 0

### **XV. SCHEDULE "R"**

- (a) Alternating days and nights
- (b) Four (4) twelve (12) hour night shifts; Five (5) days off
- (c) Number of hours on shift per cycle 84
- (d) Number of cycles per year 12.55
- (e) Number of hours per cycle 168
- (f) Number of hours on shift per year 1054
- (g) Number of overtime hours per year 28

### **XVI. SCHEDULE "S"**

- (a) Straight Days
- (b) Combination of eight (8) hour and twelve (12) hour shifts averaging forty (40) per week.
- (c) Number of cycles per year 26
- (d) Number of hours per cycle 80
- (e) Number of hours on shift per year 0
- (f) Number of overtime hours per year 0

### **XVII. SCHEDULE "T"**

- (a) Alternating Days & Nights
- (b) Three (3) twelve (12) hour day shifts and three (3) twelve (12) hour night shifts in a twelve (12) day cycle.
- (c) Number of cycles per year 30.33
- (d) Number of hours per cycle 72
- (e) Number of hours on shift per year 1092
- (f) Number of overtime hours per year 104



## **XVIII SCHEDULE "U"**

- (a) Alternating Days & Nights
- (b) Two (12) hour day shifts and three (12) hour night shifts and four (4) days off, three (12) hour days shifts and two (12) hour night shifts and (5) days off.
- (c) Number of cycles per year 19.15
- (d) Number of hours per cycle 120
- (e) Number of hours on shift per year 1149
- (f) Number of overtime hours per year 218

## **XVIII SCHEDULE "V"**

- (a) Alternating Days & Nights, Straight Days or Straight Nights.
- (b) Eighteen (18) twelve (12) hour shifts in a thirty-six (36) day cycle in a five (5) days on, 4 days off, 4 days on, 5 days off pattern.
- (c) Number of cycles per year 10.11
- (d) Number of hours on shift per year 1.091.88 (alternating days and nights), 2184 for straight nights.
- (e) Number of overtime hours per year 104

## **XX SCHEDULE "W"**

- (a) Straight Days
- (b) Six (6) twelve (12) hour shifts in a twelve (12) day cycle
- (c) Number of cycles per year 30.33
- (d) Number of hours per cycle 72
- (e) Number of hours on shift per year 0
- (f) Number of overtime hours per year 104

## **XXI SCHEDULE "X"**

- (a) Straight Nights
- (b) Six (6) twelve (12) hour shifts in a twelve (12) day cycle
- (c) Number of cycles per year 30.33
- (d) Number of hours per cycle 72
- (e) Number of hours on shift per year 2184
- (f) Number of overtime hours per year 104

## **XXII SCHEDULE 'Y'**

- (a) Alternating days and nights
- (b) Fourteen (14) twelve (12) hour day shifts, fourteen (14) off and fourteen (14) twelve (12) hour night shifts, fourteen (14) off in a fifty-six (56) day cycle
- (c) Number of hours on shift 168
- (d) Number of cycles per year 6.5
- (e) Number of hours per cycle 336
- (f) Number of hours on shift per year 1092
- (g) Number of overtime hours per year 104

**APPENDIX B**  
**GENERAL UNDERSTANDING ARISING FROM**  
**2002, 2004, 2007, 2010, 2019 RENEWAL DISCUSSIONS**

- 1) It is understood by the contractors signatory to the Agreement that if an employee is requested and required to work in areas where abnormal wear to approved footwear is incurred, as a result of normal duties, such footwear will be replaced by the Company. A ceiling of one hundred and fifty dollars (\$150.00) inclusive of G.S.T. is payable supported by receipts.
- 2) It is clarified that tonnage premiums as established in the Operating Engineers reference agreement will be paid on maintenance.
- 3) Specialty welders (Boilermaker/United Association), with greater than two (2) continuous years of service will receive a one hundred and fifty dollar (\$150.00) payment, over and above their weld test time, for each specialty ticket which the Employer requires them to successfully test for/re-qualify. This amount increases to one hundred and seventy-five dollars (\$175.00) effective May 1, 2013. Such payment does not apply to the renewal/re-qualifying for a basic "B" pressure ticket (F3F4).
- 4) 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 and all specific exemptions as identified in the individual trade reference agreements. Further amendments to this policy will be agreed to by the Parties once established by the Affiliates of the Building Trades of Alberta.

- 5) Understanding on Wage Formula Outside Ft. McMurray:  
Maintenance Journeyperson base rates will be set at \$0.75 under Journeyperson base rates in the reference construction agreements. Should the Journeyperson base rate change in the National Maintenance Agreement, the parties to this agreement agree to review the rate structure under this Agreement.
- 6) The General Presidents' Maintenance Committee and those Employers signatory to the General Presidents' Maintenance Agreement endorse and agree to enact as appropriate the "Joint Policy Statement on Military Leave for Employees in the Organized Construction and Maintenance Industries" as established in May 2010 at the Canadian Building Trades Policy Conference held in Ottawa.

- 7) Should an employee residing in camp accommodation be requested by the Employer or the Clients' designated camp management personnel to move to another room or camp, they are to do it during work hours and will be paid at appropriate rates or the employee shall be paid two (2) hours at the applicable straight time rate to carry out the move, if done outside work hours. This provision will not apply where employees are required to pack their room at the end of a work cycle or to facilitate a move that will occur during the employees furlough. Transportation will be supplied if required.
- 8) Throughout the Bargaining Process the Parties established an agreed to process with respect to the layoff of Maintenance workers under the General Presidents' Maintenance Agreement. This protocol will be reviewed in the event of a dispute with respect to the order of layoff of maintenance workers.
- 9) The Parties to the Collective Agreement understand that it is important to be in continuous communication with one another in order to understand the ever-changing dynamics of the contract maintenance industry and commit to meeting at least once every six months or earlier at the request of either party if required.
- 10) The Union and Employers agree to the creation of a Workready Workforce Committee. The terms of the committee will be drafted and structured as to set the training and certification requirements by each craft union prior to hire by Employer.

## APPENDIX C APPROVED WORKSITES FOR 9/80 WORK SCHEDULE

- Dow Chemical, Ft. Saskatchewan, Alberta
- Shell Scotford, Ft. Saskatchewan, Alberta

**(See overtime provisions below for the 9/80 shedule)**

## 9/80 WORK SCHEDULE

This work week averages to forty (40) hours straight time over a two-week period and is generally known as the 9/80 schedule. It is intended for on-going work and does not operate in “major shutdown” situations.

**1) Work week and overtime arrangements will be as follows:**

The regular work week will consist of four (4) nine (9) hour straight time days Monday to Thursday and one (1) eight (8) hour straight time day on Friday in the first week.

The regular work week will consist of four (4) nine (9) hour straight time days Monday to Thursday in the second week. Friday is a day off.

**2) Overtime on the altered work week schedule will be paid as follows:**

**Week 1** Time and one half (1 ½) will be paid for the first three (3) hours worked before or after the regular nine (9) hour days. Time and one half (1 ½) will be paid for the first (4) hours worked before or after the regular eight (8) hour days. Double-time will be paid thereafter.

**Week 2** Time and one half (1 ½) will be paid for the first three (3) hours worked before or after the regular nine (9) hour days. Double-time will be paid thereafter.

Time and one half (1 ½) will be paid for the first twelve (12) hours worked on the earned Friday off. Double-time will be paid thereafter.

Double-time will be paid on Statutory Holidays for all hours worked.

In chart form for clarity:

	WEEK 1							WEEK 2						
	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Reg Hours	9	9	9	9	8			9	9	9	9			
Days Off						Off	Off					Off	Off	Off
O/Time Pay't's	3 hrs 1 ½	3 hrs 1 ½	3 hrs 1 ½	3 hrs 1 ½	4 hrs 1 ½	12 hrs 1 ½	12 hrs 1 ½	3 hrs 1 ½	3 hrs 1 ½	3 hrs 1 ½	3 hrs 1 ½	12 hrs 1 ½	12 hrs 1 ½	12 hrs 1 ½

**3) It should be noted that those employees working more than ten (10) hours are entitled to an overtime meal and break at the ten (10) hour mark pursuant to the overtime meal articles in the agreement.**

## APPENDIX D – BEREAVEMENT PROTOCOL



By E-mail

April 23, 2012

**To: Members of the General Presidents' Maintenance Committee**

**Re: Alberta Bereavement Protocol**

Dear Members:

During renewal discussions for the Alberta General Presidents' Maintenance Agreements the Parties agreed to establish a Bereavement Policy whereby, as a minimum, those with more than three (3) years of service with an employer will be entitled to the equivalent of three (3) days of LOA (subsistence) in the event of a death to members of their immediate family.

The Sub-Committee dealing with this matter met on numerous occasions and has completed the above task. Attached for your ready reference and distribution is the Alberta Bereavement Protocol and applicable Application form. The effective date for implementation will be April 28, 2012, coinciding with the National Day of Mourning. This protocol will be added to the Alberta GPMA's and posted on our website for access.

We thank the Sub-Committee Members for their efforts and we thank our signatory contractors for their commitment, recognition and implementation of this Protocol.

Yours truly,

S.M. Smillie,  
Executive Director

ec: Alberta Local Union Business Managers  
Alberta GPMA Signatory Contractors  
Building Trades of Alberta

## **ALBERTA BEREAVEMENT PROTOCOL THE GENERAL PRESIDENTS' MAINTENANCE COMMITTEE FOR CANADA**

### **PURPOSE**

A group of Alberta contractors and the General Presidents' Maintenance Committee have created a protocol for Alberta GMPA 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 under the Alberta Adult Interdependent Relationships Act. (RS). In the event that the period of time established under the Act is amended this protocol shall be deemed to have been amended with the same effective date.

**Note: At the time of implementation of this protocol the period established under the Act is three (3) years.**

## ARTICLE II – BEREAVEMENT PAY BENEFITS

- 2.01 Bereavement Pay Benefits in an amount equivalent to the subsistence rate in effect at the work location on the date that the death occurred 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 or Sibling.

For communities or work locations that do not have a specified subsistence rate the “Alberta wide” rate established by the CLRA shall apply.

- 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.



### **ARTICLE III - AMENDMENT**

- 3.01 The parties agree to meet in June 2013 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 ALBERTA BEREAVEMENT ALLOWANCE

<b>Employee Name</b>		<b>Badge #</b>	
<b>Home Address</b>			
<b>Phone Number</b>		<b>e-mail address</b>	
<b>Trade</b>		<b>Union</b>	
<b>Site</b>		<b>Supervisor</b>	
		<b>Date of Application</b>	

In making application for the bereavement allowance I agree to be bound by all terms and conditions established under the Alberta 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)

### REQUIRED DOCUMENTATION

In order to process your application for the Alberta 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 thirty-six (36) 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.

<b>Employee signature</b>		<b>Date</b>	
<b>Supervisor Signature</b>		<b>Date</b>	
<b>LR Authorization</b>		<b>Date</b>	
<b>Payroll Approval</b>		<b>Date</b>	

Completed forms are to be held on employee personnel file.

## APPENDIX E – 12 HOUR SHIFT ALTERATION POLICY LETTER

Upon written notification to the affected local unions and the General Presidents' Maintenance Committee for Canada, Employers may implement a twelve (12) hour shift with three (3) half hour paid breaks for turnaround activities within the province of Alberta.

1. The shift will be based on the 4 x 10 schedule (Monday to Thursday or Tuesday to Friday) for both day shift and night shift.
2. There are to be three (3) half hour paid breaks.
3. Employees will be on site a total of twelve (12) hours and paid for twelve (12) hours for all work days including overtime days.
4. The shift schedule will be paid as follows: Monday to Thursday or Tuesday to Friday: 10 hours @ straight time, 2 hours @ time and one-half (1.5x).
5. Any hours worked on Saturday, Sunday or Holidays will be paid at the applicable overtime rates, as per the General Presidents' Maintenance Agreement (GPMA).
6. Employees will receive an overtime meal or provided compensation in lieu at the amount of forty dollars (\$40.00). (Where camp is provided, employees will not receive the forty dollars (\$40.00) meal allowance where they are able to receive a camp meal at the end of their shift).
7. All employees on this shift must observe three (3) half hour breaks.

The notification to the Committee and the affected local union(s) must be received no later than seven (7) days prior to the start of the shift and the notice will highlight the anticipated start and completion dates, and the list of trades to be employed for the shift alteration.

The following conditions of the Committee's endorsement need to be highlighted:

1. The approval of the above terms and conditions is to be implemented for the dates requested by the Company. Should the Company need to extend the completion date, they will serve formal notice to the Parties.
2. It is expected that the nature of the work and break structure will not be a detriment as to how the work will be performed safely and effectively executed.
3. Any deviation from the outlined conditions may result in the cessation of the shift for the Company.

## APPENDIX F - LIST OF SIGNATORY EMPLOYERS

As at the date of publication the following Employers are signatory to the General Presidents' Maintenance Agreement at the following sites:

Dow Chemical Limited, Located at Prentiss, Alberta

- Worley Industrial Services ULC

Dow Chemical Limited, Located at Fort Saskatchewan, Alberta

- Worley Industrial Services ULC
- Black & McDonald Limited

Shell Canada Limited, Scotford Complex, Located at Fort Saskatchewan, Alberta

- Worley Industrial Services ULC

This list may be updated from time to time as additional Employers become signatory to the Collective Agreement.

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

**ALL PROJECTS ALBERTA**

- 1) The following formula will be used for the determination of Long and Short Term Maintenance Base Rates and Benefits for the duration of the Agreement: **January 1, 2020–December 31, 2022.**
  - I) Outside of Fort McMurray: Long & Short Term Maintenance Base Rates will be set at \$0.75 under Construction Base Rates plus 100% of appropriate benefits.
  - II) Fort McMurray only: Long Term Maintenance Base Rates will be set at \$0.75 under Construction Base Rates plus 100% of appropriate benefits.
  - III) Fort McMurray only: Short Term Maintenance Base Rates will be set at 100% of Construction Base Rates plus 100% of appropriate benefits.
- 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. Compressed Work Week Rates will be calculated pursuant to Article 17.000 of the Agreement.
- 3) Benefit Code Calculation:

B	Calculated on straight time and overtime hours worked.
C	Calculated on total hours paid.
D	Calculated on total wages.
- 4) These Wage Schedules are designed as a basic Labour Relations document to demonstrate the formula and approach taken to wage and benefit 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 WAGE AND BENEFIT FORMULA. APPROPRIATE UNION DUES DEDUCTIONS ARE TO BE MADE PURSUANT TO THE LOCAL AGREEMENTS.
- 5) Deductions payable to the Alberta Building Trades Council are made under this Agreement.
- 6) In accordance with Article 12.201 contributions to CEFAP are payable under this Agreement for participating trades.
- 7) In accordance with Article 12.202 contributions to RSAP are payable under this Agreement for participating trades.
- 8) In accordance with Article 12.203 contributions to the Workforce Development Initiatives Trust Fund are payable under this Agreement.
- 9) Contributions to Audio Metric Testing fund are payable on maintenance as appropriate, if no plan is provided by the Client.
- 10) The contributions required for the various funds contained within the wage schedule portion of the Collective Agreement will be made on hours worked for all trades with the following exceptions:
  - i. Health & Welfare payments for those who currently have contributions paid on hours earned or as established will continue.
  - ii. Vacation pay and Statutory Holiday pay will be paid on hours earned.
  - iii. It is understood that payments of Union Benefits for Boilermakers will be made in accordance with the recent adjustments made to their wage schedule.

The above items will become effective on January 1, 2020 and will expire on December 31, 2022. Upon expiration these items will become null and void and removed in their entirety from the Collective Agreement and return to 100% of appropriate benefits.