



GPMC

General Presidents' Maintenance Committee for Canada
LEADERS IN UNIONIZED MAINTENANCE

COLLECTIVE AGREEMENT

The General Presidents' Maintenance Committee for Canada Project Agreement for
Maintenance by Contract in Canada for

REDPATH SUGAR LTD.

*1) Queens Quay East
Toronto, Ontario*

2) Belleville, Ontario

Project Agreement for Maintenance by Contract in Canada

This Agreement is entered into this 1st day of May, 2023 by and between SUTHERLAND-SCHULTZ INC., of Cambridge, Ontario, (hereinafter referred to as the "Company"), and those International Unions listed hereunder (hereinafter referred to as the "Unions"), for the purpose of maintenance, repair and renovation work for the following location:

REDPATH SUGAR LTD., Toronto, Ontario
REDPATH SUGAR LTD., Belleville, Ontario

The Unions are composed of the following International Unions:

International Association of **HEAT AND FROST INSULATORS** and **ALLIED WORKERS**

International Union of **BRICKLAYERS** and Allied Craftworkers

United Brotherhood of **CARPENTERS** and Joiners of America

OPERATIVE PLASTERERS and **CEMENT MASONS** International Association

International Brotherhood of **ELECTRICAL WORKERS**

International Association of Bridge, Structural, Ornamental and Reinforcing **IRON WORKERS**

LABOURERS International Union of North America

International Union of **OPERATING ENGINEERS**

International Union of **PAINTERS** and Allied Trades

United Association of Journeymen and Apprentices of the Plumbing and **PIPEFITTING** Industry of the United States and Canada

International Association of **SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS**

International Brotherhood of **TEAMSTERS**

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COVENANTS

Whereas, the Company is engaged in the business of plant maintenance, repair and renovations (as defined in Article 6.000) with miscellaneous industries, and this work is of importance to the Unions herein listed, and it being recognized there is an essential difference in the conditions required to perform this type of work, the Unions herein listed with the Company wish to enter into an agreement for their mutual benefit covering work of this nature.

Whereas, the Unions have in their membership throughout the area members competent and qualified to perform the work of the Company.

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

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

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

Whereas, the Company and the Unions desire to mutually establish hours of work and working conditions for the tradespeople on an area basis to the end that satisfactory conditions and harmonious relations will continue to exist for the benefit of both parties to this Agreement.

Whereas, the Company and the Unions agree that, due to the particular nature of the work covered by this Agreement, there shall be no lockouts or strikes during the life of the Agreement, and provisions must be made to achieve this end.

Whereas, it is recognized that all employees covered by this Agreement shall have the protection of all existing Federal, Provincial and Local laws applicable to employees in general, any provisions in this Agreement which are in contravention of any Federal, Provincial, or Municipal regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which law or regulation is applicable.

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

Whereas a number of the Unions have initiated Standards of Excellence or similar programs for the development of their members, the Parties to this Agreement support the goals of those programs.

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

ARTICLE 1.000 APPLICATION FOR PROJECT AGREEMENT

- 1.100 Any Company desiring to enter into a Project Agreement for Maintenance by Contract, must appear before the General Presidents' Committee (hereinafter the "Committee") for purposes of review and orientation and present to the Committee written evidence of the Owner's intent to engage that Company in the performance of maintenance service for a minimum period of one full year, subject to the usual termination clauses in such contracts.
- 1.200 It is further understood that the Project Agreement shall not be applicable for "shutdown" or "turnaround" work except when such work is performed within the scope of full or year-round supplementary maintenance contracts. In order to implement this restriction, it is understood that on newly constructed plants or units a shutdown may occur at any time under the terms of the Project Agreement but existing plants employing this service must have been under contract for full or year-round supplementary Maintenance service for at least four (4) months prior to commencement of the shutdown/turnaround or such work shall be performed under the terms of the local Construction Agreement.
- 1.300 Should the contract for full or year-round supplementary maintenance be terminated during the term of this Collective Agreement for any of the projects listed, this Collective Agreement shall be considered null and void as it applies to that project or projects.

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

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

ARTICLE 3.000 RECOGNITION

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

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

ARTICLE 4.000 UNION SECURITY

- 4.100 All employees under this Agreement, as a condition of employment, shall be members of or secure membership in a Signatory Union and maintain such membership in good standing.
- 4.200 The Company will co-operate with the Signatory Unions in providing employment to their members and the Unions agree to assist the Company by all means in their power to secure necessary skilled and competent tradespeople.
- 4.300 The Company will contact the appropriate Union local first to secure the necessary tradespeople. However, when the Union cannot supply tradespeople within forty-eight (48) hours exclusive of Saturday, Sunday and holidays, the Company may secure them from any source and immediately put them to work with advice to the tradespeople that they are employed subject to Union Agreement of Membership and/or replacement by Union Members - and advice to the appropriate Business Agent that the tradespeople are on the job.
- 4.400 It will be the Unions' responsibility to provide a referral slip to the employee at the jobsite or supply a satisfactory replacement, who is a member. Tradespeople, who are employed under these circumstances (in special trades or skills or who are trained at Company expense for special work) will not be replaced except by written request of the Union within sixty days of the date of hire and approval of the Company.
- 4.500 When the Union cannot supply qualified tradespeople within forty-eight (48) hours of the date requested, then the Company may secure other qualified tradespeople who must apply for membership in the respective Unions.
- 4.600 In emergency situations, where the Company has two or more Maintenance Projects within the jurisdiction of the same Local Union, the Company shall have the right to transfer employees between projects after the Local Union has been given the opportunity to supply and has failed to do so within four (4) hours.

ARTICLE 5.000 SCOPE OF WORK

5.100 The scope of this Agreement covers all work of a maintenance, repair and renovation nature, assigned by the Owner to the Company and performed by the Employees of the Company covered by this Agreement, within the limits of the Owner's plant site.

The scope of this Agreement is extended to encompass any additional Client owned facility located within fifteen (15) radius kilometres from the Owner's plant site when the Company is required to fabricate materials related to their scope of work at the main facility. The Company is allowed to transfer Employees, on a voluntary basis, to the secondary location on, a temporary basis for the execution/fabrication of materials/equipment as required. Employees will be paid daily travel at the prevailing CRA transportation rate should the facility fall outside of the fifteen (15) radius kilometers.

5.200 The scope of this Agreement does not cover work performed by the Company of a new construction nature which is work required to erect new facilities in which event the work shall be done in accordance with existing building construction agreements.

5.300 The Unions and the Company understand that the Owner may, at their discretion, choose to perform or directly subcontract work for any part or parts of the work necessary in their plant.

ARTICLE 6.000 DEFINITIONS

6.100 Maintenance shall be work performed for the repair, renovation, revamp and upkeep of property, machinery and equipment within the limits of the plant property.

6.101 Maintenance shall be the continuing work performed of a maintenance, repair, renovation character within the limits of the plant property.

6.200 All work performed by the Company on existing equipment and machinery, including all associated work in a given plant, shall be maintenance. This shall include replacement of existing individual items of machinery and equipment with new units, including all associated work, as well as maintaining the facilities to accommodate environmental regulations as required by law. It is understood that this concept would not include replacement of an entire process system installation in a plant in order to increase production.

6.300 Addition of spare machinery or equipment may be done under the Maintenance Agreement provided it is for debottlenecking purposes. Example: There are two existing pumps. Both pumps are required to run at all times to maintain full production. A spare may be added for the purpose of having one pump down for maintenance.

6.400 Changes to existing units for reasons of feed stock changes or fuel changes shall be maintenance.

6.500 The work "repair" used within the terms of this Agreement and in connection with maintenance, is work requested to restore by replacement or by revamp of parts of existing facilities to efficient operating conditions.

- 6.600 The word "renovation" used within the terms of this Agreement and in connection with maintenance, is work required to change by replacement or by "revamp" of parts of existing facilities to efficient operating conditions.
- 6.700 Fire restoration work will be administered as follows:
- 6.701 The restoration of a plant completely destroyed by fire is considered construction work.
- 6.702 The restoration of a major part of a plant including several sections which have been destroyed or damaged by fire, shall be governed by the following criteria:
- (a) The removal of damaged equipment and the preparation of the damaged area to make it suitable for new equipment will be Maintenance.
 - (b) The installation and erection of new equipment will be Construction.
- 6.703 When the fire damage is localized to a given operating unit, such as a heater, distillation tower, compressor, pumphouse equipment and the like, then the restoration of same is to be considered Maintenance.
- 6.800 The administration and interpretation of this Article is the responsibility and prerogative of the General Presidents' Committee for Contract Maintenance in Canada.

ARTICLE 7.000 GRIEVANCE PROCEDURE

- 7.100 It is agreed that it is the spirit and intent of this agreement to address grievances promptly. All grievances, but not those pertaining to jurisdictional disputes, covering the interpretation, application, operation, terminations, or alleged violation of this collective agreement that may arise on any work covered by this agreement must be initiated in writing within ten (10) calendar days of the incident and shall be handled in the following manner:
- 7.101 Step I Between the aggrieved Employee/Craft Steward and the Employer foreperson/supervisor.
- A standard GPMC/NMC grievance form must be filled out by the Craft Steward/Employer at this step. Grievance forms will be provided by the Company at the jobsite, or they may be downloaded from the General Presidents' Maintenance Committee website at www.gpmccanada.com
- If the grievance is not settled within seven (7) calendar days, then the grievance may be advanced to Step II. Written notice must be provided when advancing to the next step.
- 7.102 Step II Between the aggrieved Employee, the Craft Steward and/or local Union business representative and the foreperson, the supervisor, and the project manager.
- If settlement is not achieved within seven (7) calendar days at Step II, the grievance may be advanced to Step III. Written notice must be provided to the International Union Representative and the Employer Representative when advancing to the next step.
- Timelines may be extended upon written agreement by both parties.

7.103 Step III Between the International Union Representative and the Labour Relations Manager or the highest official of the Employer.

The carriage and control of any grievance at Step III and beyond, rests solely with the International Union Representative.

If settlement cannot be reached within seven (7) calendar days at Step III, either Party may request a Step IV Grievance Hearing upon written notification to the Labour Relations Representative (GPMC/NMC).

Timelines may be extended upon written agreement by both parties.

7.104 Step IV The Labour Relations Representative (GPMC/NMC) shall establish a Grievance Panel consisting of three (3) Committee Representatives within fourteen (14) calendar days of notification, either at a mutually agreed to location or via electronic platform to hear the grievance.

Submissions from both the Union and the Employer to the grievance panel must include a copy of the grievance form, as indicated in 7.101, names of all grievors affected by the grievance and any other relevant information or documents pertaining to the grievance. Please note that the remedy requested by either party must clearly identified in writing on the grievance form.

All submissions shall be received by the Labour Relations Representative no later than three (3) calendar days prior to the scheduled hearing date.

The Grievance Panel shall render their decision in a timely manner.

If either party to the grievance does not accept the Grievance Panel's decision, they may advance the grievance to Step V upon written notification to the affected Party.

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, the matter may be submitted by the Union or the Employer to arbitration for adjudication within ten (10) calendar days.

7.200 Grievance forms will be provided by the Company at the jobsite or they may be downloaded from the General Presidents' Maintenance Committee website at www.gpmccanada.com.

ARTICLE 8.000 JURISDICTION

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

8.200 The Company may, if it desires, maintain a variety of skills within its group of employees to be prepared to have skills and/or supervision for any type of work that may arise.

- 8.300 It is understood that all employees will work together harmoniously as a group and as directed by the Company.
- 8.400 In the event that any jurisdictional disputes shall arise between two or more Unions represented by this Agreement, an immediate assignment of the work in question shall be made by the Company representative, based upon decisions and agreements of record or other information available. The work is then to continue and, if any of the Unions involved are not satisfied with the assignment, the matter shall be referred to the International Office of the Unions involved for a project decision.
- 8.500 The Company and the Unions agree that such assignment of work involved in a jurisdictional dispute is imperative to the satisfactory operation of this Agreement and the continued operation of the Owner's plant.

ARTICLE 9.000 UNION REPRESENTATIVES

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

ARTICLE 10.000 STEWARD

- 10.100 Each Union signatory to this Agreement may appoint or select one (1) working Steward from among the Company employees to act as a representative of the Union in connection with Union business. Each Union may also appoint an acting Steward for afternoon or midnight shifts. These Stewards shall be allowed reasonable time to conduct Union business related to this project. The Business Manager of the applicable Local Union shall be consulted in advance of the termination of the Steward.
- 10.101 It is established that the Company will notify Job Stewards of lay-offs within their trade on a timely basis.
- 10.200 Steward designations must be confirmed in writing to each job superintendent in order to allow recognition of Steward's privileges.
- 10.300 The Steward shall not be discriminated against and shall receive their fair share of overtime work for which they are is qualified.
- 10.400 At layoff, the appointed Steward will be one of the last three (3) employees on the job, provided they are qualified to perform the work at hand.
- 10.500 Notwithstanding the remainder of this article, a Job Steward who is a short-term employee may be laid off when the assignment for which they was hired is completed.
- 10.600 When an affiliated Union has ten (10) or more members working for the Company, at a particular jobsite, the Health and Safety Representative designated for each trade shall not be laid off.
- If the affiliated Union has less than ten (10) members working for the Company, at a particular jobsite, there shall be no layoff protection for each trades designated Health and Safety Representative.

ARTICLE 11.000 REFERRAL OF TRADESPEOPLE

- 11.100 Maintenance work that the Company performs involves maintaining operating units that in almost all cases must be kept running. This situation means that much of the work is of an emergency nature and therefore, will require at times the acceptance of extreme fluctuations in the labour demands made by the Company on the Unions. The Unions, by this Agreement, completely understand the necessity of these extremes and agree to make every effort to fulfill the manpower requirements of the Company.
- 11.200 When employees are required, the Company shall request that the required number of applicants be referred for employment under the following minimum standards. Such requests to the Union Hall will be made and/or confirmed by facsimile:
- 11.201 The Local Union Business Representative will be contacted by the company on all occasions when tradespeople are required and the Company shall state that the tradespeople are required for maintenance work, and also state:
- (1) whether they are to be standard day, intermittent shift or continuous shift employees.
- 11.202 The Company will use its best judgement in advising the Local Business Agent of type of work (i.e. day shift, intermittent shift, continuous shift, etc.)
- 11.203 The Union representative shall, to the best of their ability, supply qualified tradespeople to perform the work described under this Agreement.
- 11.204 For just and sufficient cause, the Company shall retain the right to reject any applicant referred by the Union. Such information will be transmitted to the Union in writing.
- 11.205 The Company will be allowed the same ratio of name hire as provided for in the respective reference Agreements, including provisions such as recall as set out in said Agreements. Name hire ratios will be respected at lay-off if provided for in the reference Agreements.
- 11.300 The designation and determination of the number of Forepersons on maintenance work shall be the prerogative of the Company. The Foreperson may be requested to work with the tools, when in the Company's opinion, it is advisable.
- 11.400 Tradespeople referred to the job by the Local Union Representative, shall report to the Employment Office established for the project.
- 11.500 The Company may transfer the Foreperson as well as employees with special skills or qualifications to projects where forces are being increased. Transfers are not permitted to displace existing employees.
- 11.600 When employees are absent from work and do not inform the project supervisor of the reason for their absence such employees may be terminated. The Company will establish reasonable rules with respect to absence within its project rules and will make these rules available on the job site.

11.700 The parties to this Agreement recognize the importance of apprenticeship to the maintenance industry. The parties agree to support, wherever practicable, the employment of apprentices on maintenance projects to reflect acceptable reference agreement ratios.

11.800 The Company will hold pre-job information meetings, a minimum of thirty (30) days prior to any known significant maintenance event with all participating local unions.

The Committee and the Signatory Employers agree to meet in late January or early February to review all known maintenance activities for each year.

11.900 **Employer Online Orientation & Onboarding**

If an Employer requires an Employee to complete online orientation and on-boarding, where applicable, the Employer shall estimate a reasonable amount of time to complete the online orientation and on-boarding where applicable. The Employer shall pay an allowance for completing the course(s) equal to time estimated, multiplied by the straight time total package hourly rate.

11.901 **Client Online Orientation & Onboarding**

Employees will be compensated for the prescribed amount of time, multiplied by their straight time total package hourly rate, for completing any Owner/Client online orientation, onboarding or basic training courses required of an Employee.

The Employer will identify the prescribed amount of time required for each course and include this information on the manpower request sent to the Local Union. The prescribed amount of time for each course shall also be forwarded to the administrative office of the GPMC.

When a job call is cancelled, and Employees at the direction of the Employer have completed the required course(s), this Article shall apply and those affected shall be compensated. Alternatively, compensation will not be provided to Employees who complete the required course(s) but fail to report for duty.

ARTICLE 12.000 WAGES

12.100 Wages are to be paid as follows:

12.101 Employees on maintenance work shall be paid according to the attached Maintenance Wage, Benefits, Overtime, Shift Premium Schedule – Appendix B attached.

12.102 Employees on Continuous Shift Conditions shall be paid according to the attached Continuous Shift Conditions Schedule – Appendix C attached.

12.200 Fringe Benefits will be paid according to the attached Appendix B and C.

12.300 Management Association funds, discretionary funds and premiums for high or low work, hazardous work, dirty work, acid work and other similar fringes are excluded from this agreement.

12.400 In the event that local agreements terminate and no agreement is reached regarding wages, the Company, in order that continuity of work shall be maintained agrees as follows:

- 12.401 Should a work stoppage occur in negotiating the local agreement, the employees of the affected unions will be paid the appropriately adjusted wage rate negotiated in the new agreement, on a retroactive basis to the date of the work stoppage or the effective date of the new wage rate whichever is the earlier.
- 12.402 Should no work stoppage occur in negotiating the local agreement, the employees of the affected unions will be paid the appropriately adjusted minimum wage rate negotiated in the new agreement on the effective date of the new wage rate. This is to ensure against any work stoppage on this project which would be caused by a breakdown of local negotiations.
- 12.500 Wages will be paid weekly by electronic deposit or by cheque at the discretion of the employer. An exception to direct deposit will be made where an employee is able to provide a letter from a recognized Canadian financial institution verifying that the employee is ineligible to establish banking arrangements. The payroll period will generally close at 12:00 midnight on Saturday, however, in order to meet the job requirements the Company may close the payroll earlier. This will be established as a job condition and those affected so notified. Wages will be distributed no later than the following Thursday before the end of the shift except during a week when a Statutory Holiday falls on a Monday, in which case wages will be distributed no later than the following Friday before the end of the shift.
- At the Employer's option, electronic pay records and records of Employment may be provided in lieu of printed records. Upon request from an employee that does not have the capability to access electronic records, printed pay records shall be issued. Upon request, a printed record of employment will be issued.
- 12.501 Employees who are laid off or terminated from the services of the Company shall normally receive their final wages, vacation pay due, employment insurance record of earnings, and apprenticeship books before they leave the jobsite. Employees who quit will have their final pay and employment record of earnings mailed or deposited no later than the date of the next regular pay day for the earnings involved.
- 12.502 It is recognized that there will be certain occasions when the above procedure is not possible for terminated or laid-off employees. In these cases final wages, vacation pay due and employment and insurance record of earnings will be mailed via Express Post to the employee's last recorded home address within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays. EI Records of Earnings (ROE's) will be filed electronically or at the employees' written request be mailed Express Post to the employees' last recorded home address within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays.
- 12.503 Should wages, vacation pay and employment insurance record of earnings not be mailed within this time period, the Company will pay a penalty of \$100.00 per day, exclusive of Saturdays, Sundays and Statutory Holidays, until the mailing is made. Penalties will not be payable in the event that only employment insurance record of earnings are late mailed.
- 12.504 Complaints/grievances with respect to non-receipt of wages, vacation pay due and employment insurance record of earnings must be raised on a timely basis, in any event, not more than ten (10) working days, exclusive of Saturdays, Sunday and Holidays from date of termination.
- 12.505(i) Should employees be short paid ten (10) or more hours or equivalent value on their weekly pay cheque or electronic deposit, the Company will provide a make up payment no later than the third (3rd) business day after the shortage was brought to their attention. Should this payment not be made, the applicable provisions of Article 12.503 and Article 12.504 above will apply.

- 12.505 (ii) In the event that there is a payroll error (miscalculation) on the weekly pay cheque or electronic deposit where an employee is short paid less than ten (10) hours or equivalent, the Company will have two (2) payroll periods, after written notification is provided to the Company in accordance with the Company's normal payroll query process, to provide a make-up payment. Should this make-up payment not be made within the two (2) payroll periods, the Company will pay a penalty of \$100.00 per day from the date the Company was in writing.

Should the employee not submit a payroll query within three (3) weeks of the payroll error (miscalculation) the penalty payment of one hundred dollars (\$100.00) per day will be applicable on day fifteen (15) from the submission of the query.

ARTICLE 13.000 STANDARD WORKING DAYS AND HOURS

(Long-Term or Short-Term Maintenance) Toronto Location

- 13.100 Standard working days and hours of work will be those outlined below.
- 13.200 The regular work week will consist of 37 ½ hours per week Monday to Friday at 7 ½ hours per day. Regular starting time shall be at 8:00 a.m. The hours of work and the regular starting time may be changed with the mutual consent of the Unions and Sutherland-Schultz Inc.
- 13.300 Sutherland-Schultz Inc. may establish alternate regular shifts to meet plant operational requirements with the mutual consent of the unions.
- 13.400 Intermittent Shift Work
- In Plant Maintenance work if it becomes necessary for shift work, the shift or shifts must continue for at least three (3) days. Outlined below are the hours of work for intermittent shift work. It is agreed the following may be amended with the mutual consent of the Unions and Sutherland-Schultz Inc.
- A shift commencing at 8:00 a.m. shall work the regular 7 ½ hours for 7 ½ hours pay. A second shift commencing anytime between 9:00 a.m. and 7:00 p.m. shall work 7 ½ hours at the appropriate shift premium rate of pay (Shift B). A third shift commencing anytime between 7:00 p.m. and 8:00 a.m. shall work 7 ½ hours at the appropriate shift premium rate of pay (Shift C). Shift premium rates are as per the attached Appendix "B".
- 13.500 Employees working standard working days or intermittent shift work will be provided with a one-half (1/2) hour unpaid midshift break.
- 13.600 (Long-Term or Short-Term Maintenance) Belleville Location
- 13.601 Standard working days and hours of work will be those outlined below.
- 13.602 The regular work week will consist of 40 hours per week Monday to Friday at 8 hours per day. Regular starting time shall be at 8:00 a.m. The hours of work and the regular starting time may be changed with the mutual consent of the Unions and Sutherland-Schultz Inc.
- 13.603 Sutherland-Schultz Inc., may establish alternate regular shifts to meet plant operational requirements with the mutual consent of the unions.

13.604 Intermittent Shift Work

In Plant Maintenance work if it becomes necessary for shift work, the shift or shifts must continue for at least three (3) days. Outlined below are the hours of work for intermittent shift work. It is agreed the following may be amended with the mutual consent of the Unions and Sutherland-Schultz Inc.

A shift commencing at 8:00 a.m. shall work the regular 8 hours for 8 hours pay. A second shift commencing anytime between 9:00 a.m. and 7:00 p.m. shall work 8 hours at the appropriate shift premium rate of pay (Shift B). A third shift commencing anytime between 7:00 p.m. and 8:00 a.m. shall work 8 hours at the appropriate shift premium rate of pay (Shift C). Shift premium rates are as per the attached Appendix "B".

13.605 Employees working standard working days or intermittent shift work will be provided with a twenty (20) minute paid mid-shift lunch.

ARTICLE 14.000 OVERTIME AND SHIFT PREMIUM RATES

(Standard Working Days and Intermittent Shifts)

14.100 Overtime and shift premium rates shall be as established in Appendix 'B', attached hereto.

When overtime is required by Sutherland-Schultz Inc., the employee shall receive a one-half (1/2) hour meal period with pay at the overtime rate and hot meal provided by Sutherland-Schultz Inc., after the first two (2) hours of overtime is worked when overtime is required beyond that two (2) hour period. After each additional four (4) hours of overtime is worked the employee shall receive a one-half (1/2) hour meal period with pay at the overtime rate and hot meal when overtime is required beyond that four (4) hour period. This is not applicable to the first eight (8) hours worked on Saturdays, Sundays, and Holidays. Sutherland-Schultz Inc., will provide to the employee an advance of monies from Petty Cash to pay for meals on overtime.

14.200 When an employee works a long call-in, they shall be entitled to an overtime meal in accordance with article 14.100 when the call-in exceeds four (4) hours. Subsequent meals will be provided by the company on a regular basis as near as possible to four (4) hour intervals.

ARTICLE 15.000 STARTING TIME AND QUITTING TIME CONDITIONS

15.100 After notifying the unions, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard work day of seven and one-half (7 ½) or twelve (12) hours for the job or portion thereof to which any such change of starting time applies, shall begin with such new starting time.

ARTICLE 16.000 CONTINUOUS SHIFT CONDITIONS

16.100 A "Continuous Shift" 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. It is intended that this shift arrangement be established for those employees

assigned to maintenance work in the plant refinery area in support of continuous operations as per Appendix 'C'

ARTICLE 17.000 STATUTORY HOLIDAYS

17.100 The following days will constitute the recognized holidays within the terms of this agreement.

Any other holiday proclaimed by either the Provincial or Federal Government will be automatically recognized within this Agreement.

1. New Years Day	6. Civic Holiday	11. Christmas Day
2. Family Day	7. Labour Day	12. Boxing Day
3. Good Friday	8. National Day for Truth & Reconciliation	
4. Victoria Day	9. Thanksgiving Day	
5. Canada Day	10. Remembrance Day	

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

17.300 Holiday Observance Clarification:

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

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

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

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

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

On maintenance, the overriding factor is harmonizing statutory holidays with in-plant workers.

Should the Owner determine another day be recognized for its people, this day will be recognized by Company forces. Employers will post the date to be observed no later than seven (7) days prior to the holiday.

ARTICLE 18.000 VACATION ALLOWANCE

18.100 Vacation Pay will be in accordance with vacation pay rates established in the attached Maintenance Wage, Benefit, Overtime, Shift Premium Schedule. Appendix "B and Continuous Shift Conditions – Appendix 'C'.

ARTICLE 19.000 MINIMUM PAY AND REPORTING TIME

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

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

- (a) Circumstances affecting safety and efficiency of the work.
- (b) Determine degree of urgency of job continuation.
- (c) Determine number and skills of tradespeople required to perform the work commensurate with the urgency established.
- (d) Determine and arrange protection for safe efficient performance of the work as required by urgency and inclement condition.

19.102 The Foreperson and 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.

19.103 If work which can be done under reasonable and safe conditions cannot be found for all the tradespeople, then those who cannot be gainfully employed will be allowed to leave the job. The Company at this point will endeavor to find work for all tradespeople by rescheduling and altering the planned work, if so required.

19.104 If at this stage the tradespeople still refuse to go to work, the Superintendent will instruct the Foreperson and Steward of the craft that they are to contact the Business Agent or their immediate superior and report that the tradespeople have refused to go to work.

19.105 Subject to above, Article 20.500 of the Agreement shall be applied.

19.106 When an employee reports to work and cannot work because of inclement weather they shall be paid two (2) hours reporting time and the employee must remain on the job for the two (2) hour period unless otherwise instructed by the Company Supervisor.

19.200 **Work Not Available** - The following conditions apply:

19.201 When an employee reports to work and is not given the opportunity to work because none is available or was not advised before the completion of the previous day's work, they shall be paid three (3) hours reporting time and allowed to leave the job immediately.

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

It is understood and accepted that when work is not available or the employee has started to work on their regular shift and is then instructed to report for work at a later time in a given twenty-four (24) hour period the 3-4-8- principle applies to the regular shift. If the regular shift (not including overtime) is more than eight (8) hours the 3-4-8 equates to 3-5-10 respectively.

19.203 For those employees working twelve (12) hours on the continuous shift conditions minimum pay will be governed by a 3-6-12 principle.

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

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

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

19.302 Employees will receive a minimum of two and one half (2 ½) hours pay for all "Call-Ins" regardless of time or duration except that total call in pay within a given eight (8) hour period will not exceed normal overtime pay for that eight (8) hour period.

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

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

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

(ii) Overtime rate for any hours worked in excess of two and one half (2 ½) hours up to starting time of employee's regular work day.

(iii) At normal starting time of employee's regular work day pay shall revert to appropriate pay for that day.

19.305 It is not intended that an employee shall work more than sixteen (16) in any given twenty-four (24) hour period, therefore, it should be established that an employee must have at least ten (10) continuous hours off between regular shifts or worked in excess of first eight (8), until such time as the employee does have ten (10) 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 16 hours or returning between shifts on "Call-Ins" to ascertain that the employee does receive the ten (10) hours off or is paid correctly. The Employer

may increase the ten (10) hour break period accordingly in order to ensure employees travelling long distances to the project receive an adequate rest period.

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

19.306 It is the intent of this clause that no employee shall lose pay on a normal shift due to taking the required ten (10) hour break.

19.307 This guarantee does not operate when employees working their regular shift are notified of a change in work hours and required to take an ten (10) hour break. In such cases, the provisions of the 3-4-8 hour minimum pay provided for in Articles 19.201 and 19.202 will apply.

19.400 Subject to the above, it shall be the Company's prerogative to decide whether work shall be stopped during a day of work.

19.500 If an employee stops work for reasons of their own, and without the approval of the Company, they shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.

19.600 Conditions for employees on Stand-By Duty on scheduled days off will be as follows:

19.601 Whenever an employee is scheduled for stand-by duty they will be reimbursed with two (2) hours pay at double-time (2) for each period of duty. Each stand-by period will not exceed twenty-four (24) consecutive hours, and not more than three (3) consecutive stand-by periods will be permitted.

Stand-by duty means that an employee agrees to be available on call during the period. The names of persons on stand-by duty will be posted.

ARTICLE 20.000 TRAVEL

20.100 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.

Parking will be provided by Sutherland-Schultz Inc., at or close to the site.

ARTICLE 21.000 MIXED CREWS

21.100 It is recognized by the parties to this Agreement that the work covered at times requires the use of mixed crews. Where this becomes necessary, the Unions agree to cooperate with the Company in every respect in order that the work be conducted in a most expedient manner.

21.200 In the event that an emergency arises which would not warrant the "Call-In" of other tradespeople or others could not be reached, the Company shall have the right to assign those on the project to such emergency work as is necessary. The Company agrees that in such cases, it will have due regard where practicable to Union jurisdiction.

21.300 Conditions for emergency work are as follows:

- 21.301 It is recognized by the parties to this Agreement that the work covered at times requires the use of mixed crews.
- 21.302 A mixed crew under the terms of this Agreement shall be any group of employees up to and including the entire maintenance force signatory to this Agreement necessary to meet the emergency situation without regard to classification or craft for that period only.
- 21.303 An emergency under the terms of this Agreement is defined as any situation of an unexpected nature endangering life, property or normal plant production.21.304 In the event such emergency continues, a return to craft line operation will be made as soon as contact between the Contractor and Local Business Agent is feasible. In any event the Contractor shall notify any or all Local Business Agents whose craft rights have been affected during the course of such emergency not later than the next regular business day.

ARTICLE 22.000 SUPERVISION

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

ARTICLE 23.000 TOOL ROOMS

- 23.100 The Company and the Unions agree that it shall be the Owner's prerogative to maintain and operate a general centrally located tool room and warehouse. The Unions agree that the manpower required for the operation of the centrally located tool room and warehouse may at the Owner's option be employed directly by them.
- 23.200 If it is the intention of the Company to establish area tool rooms and warehouses as required for efficient service in the plant, these area tool rooms and warehouses will be manned under the terms of this Agreement.
- 23.300 Tools issued to employees for use on the job will remain Company property and those employees to whom the tools are issued will be responsible for their safekeeping and return. The Company may issue rules and regulations governing the issue of tools and their return to the Tool Room.

ARTICLE 24.000 FIRST AID, SAFETY AND PROTECTIVE CLOTHING

- 24.100 First aid - the Company or the Owner will provide first aid services in accordance with applicable Provincial or Federal Legislation and Regulations.
- 24.200 Safety - the employees covered by the terms of this Agreement shall at all times while in the employ of the Company be bound by the Safety Rules and Regulations as established by the Company and the Owner. These rules and regulations are to be published at conspicuous places throughout the plant. The Company will provide to the employees, such items of safety equipment and apparel as required by these Safety Rules and Regulations.
- 24.300 Protective clothing for employees will be as follows:

24.301 The Company accepts the responsibility to provide coveralls and all necessary protective clothing required for work conditions which are exceptional or would lead to speedier deterioration of personal clothing, than under normal or usually accepted working conditions. Cleaning of these coveralls will be the responsibility of the Company. All such clothing when issued by the Company will be worn during on-the-job activity, will remain Company property and must be returned before leaving the jobsite.

24.400 Work Boot Allowance:

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

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

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

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

ARTICLE 25.000 PROJECT RULES

25.100 Local Union Business Representatives should encourage all members to give Employers a permanent mailing address and the name and address of "next of kin" for notice purposes.

25.200 It is recognized that in an operation of this kind, the Company and the Unions have interests in the rules governing the performance of the work under this contract. It is agreed that such project rules and regulations will be prepared and distributed among the tradespeople on the job by the Company, provided such rules do not conflict with or contravene terms of this Agreement.

25.300 It is agreed by the Unions that all of the employees covered by this Agreement shall be made aware of these project rules and regulations by the Company at the time of their hire and that they shall be bound by them throughout the duration of their employment.

ARTICLE 26.000 PERIODIC CONFERENCE

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

ARTICLE 27.000 WORK STOPPAGES

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

ARTICLE 28.000 ADMINISTRATION FUND

28.100 The Employer and all Sub-Contractors to this Agreement shall contribute an amount of ten cents (\$0.10) per hour earned into the Administration Fund of the General Presidents' Maintenance Committee for Canada.

This amount shall be remitted monthly in accordance with the 'Administration Fund Appendix' attached to this agreement.

ARTICLE 29.000 DURATION OF AGREEMENT

29.100 The duration of the Agreement will be May 1, 2023 to April 30, 2026 and shall continue from year to year thereafter unless notice of desire to negotiate changes or termination is given by either party at least sixty days (60) prior to such anniversary date. Changes by mutual consent of the parties are not excluded during the lifetime of this agreement.

ARTICLE 30.000 ELECTRONIC SIGNATURE

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

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

Signed this 1st day of May 2023

FOR AND ON BEHALF OF THE *SIGNATORY EMPLOYER:*

SUTHERLAND-SCHULTZ INC.

FOR AND ON BEHALF OF THE *UNIONS*:

VICE PRESIDENT

International Association of Heat & Frost Insulators & Allied Workers

CANADIAN DIRECTOR

International Vice President and Regional Manager C&E Canada
Labourers International Union of North America

DIRECTOR OF CANADIAN AFFAIRS

International Union of Bricklayers & Allied Craft Workers

GENERAL PRESIDENT

International Union of Operating Engineers

GENERAL PRESIDENT

United Brotherhood of Carpenters & Joiners of America

GENERAL PRESIDENT

International Union of Painters and Allied Trades

VICE PRESIDENT

Operative Plasterers & Cement Masons International Association

DIRECTOR OF CANADIAN AFFAIRS

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

GENERAL PRESIDENT

International Brotherhood of Electrical Workers

GENERAL PRESIDENT

International Brotherhood of Teamsters

DIRECTOR OF CANADIAN AFFAIRS

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

GENERAL VICE PRESIDENT

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

EXAMPLES SECTION

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

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

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

(1) The employee must have 8 continuous hours off in the 24 hour period immediately preceding 8:00 a.m. Monday morning.

(2) The employee should not work more than 16 hours without an 8 hour break.

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

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

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

APPENDIX A

GENERAL UNDERSTANDING ARISING FROM 2020 RENEWAL DISCUSSIONS

- 1) It is understood by the contractors' signatory to this agreement that if an employee is requested and required to work in areas where accidental damage to approved footwear is incurred, as a result of normal duties, such footwear will be replaced by the Company.

APPENDIX B

CONTINUOUS SHIFT CONDITIONS

This appendix applies to those employees working on maintenance and assigned to rotating shifts established pursuant to Article 17.000 to support Redpath's continuous operation in the process area of the plant.

- 1) Continuous shift maintenance base rates are set at 100% of base rates as established in the reference agreement for the duration of this Agreement.
- 2) 100% of appropriate fringe benefits will be paid as appropriate for the duration of the Agreement.
- 3) Apprentice base rates are set at 100% of the applicable apprentice base rate contained in the reference Agreement.
- 4) Shift Premium for midnight shift on Continuous Shift will be paid at 6% per hour worked.
- 5) The normal work week will be not more than 48 hours and the normal work day shall not exceed 12 hours. The twelve (12) hour work day will include two (2) fifteen (15) minute rest breaks, one (1) ten (10) minute rest break and a one half (1/2) hour paid midshift break. The third rest break will be taken in the second half of the shift. Rules and regulations with respect to these rest breaks will be posted on the Job Site.
- 6) Payment of doubletime will be provided on a daily basis Monday to Saturday after 12 hours worked in any one day. An overtime meal will be provided to the employee if requested to work beyond the twelve (12) hours in any regular shift. An adequate meal will be provided and the employee will be allowed one-half (1/2) hour at the appropriate overtime rate in which to eat it. Overtime meals on days off will be as per Article 14.100.
- 7) Payment of doubletime for all hours worked on Sundays and Statutory Holidays.
- 8) Overtime payment on earned days off Monday to Saturday will be doubletime.
- 9) Appropriate union dues deductions are to be made pursuant to the local reference Agreement.

10) Sample Shift Arrangement Continuous Operations.

Sample: Shift Rotation

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Off	Days	Days	Off	Off	Days	Days
Week 2	Days	Off	Off	Days	Days	Off	Off
Week 3	Off	Midnight	Midnight	Off	Off	Midnight	Midnight
Week 4	Midnight	Off	Off	Midnight	Midnight	Off	Off

- 12hr shifts: Days 7am – 7 pm; Midnights 7 pm – 7 am.
- Straight Time Mon – Sat, Doubletime over 12 hours.
- Doubletime Sunday.

APPENDIX C

ONTARIO BEREAVEMENT PROTOCOL GENERAL PRESIDENTS' MAINTENANCE COMMITTEE FOR CANADA (GPMC)

PURPOSE

The General Presidents' Maintenance Committee for Canada and its Signatory Employers have created a protocol for Ontario GPMA Agreements that would allow for bereavement benefits. This protocol is seen to be beneficial in the further growth of the maintenance industry.

ARTICLE I - DEFINITIONS

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

- 1.01 "Bereavement Pay Benefits" means the benefits as set out in Article II hereof.
- 1.02 "Child" means a biological or legally adopted child of an Employee, or a stepchild or other child who is or has been dependent upon the Employee for support and who lives or has lived with the Employee in a regular parent-child relationship.
- 1.03 "Grandparent" shall mean the parent of an Employee's Parent.
- 1.04 "Employee" means an employee of the Company who at the time of the funeral or memorial service has been in the continuous employ of the employer for a period of thirty-six (36) months or longer and who is in good standing with their union, as defined by the Constitution of the applicable affiliated Building Trades Union and working under the General Presidents' Maintenance Agreement. A change to the commercial contract whereby an individual is moved from one signatory to another shall not be considered a break in service.
- 1.05 "Parent" means a birth parent or legally adoptive parent or step-parent and "Parent-in-law" shall mean the parent of an Employee's Spouse.
- 1.06 "Sibling" means a birth sibling or legally adopted brother or sister, step-brother, step-sister, or other person sharing a common parent with an employee.
- 1.07 "Spouse" means a husband, wife or same-sex partner by virtue of a religious or civil marriage ceremony, except that a person of the same or opposite sex living with an employee will be deemed to be the employee's spouse if such person publicly represented as the employee's spouse for a continuous period as established by law in the province of Ontario.

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

ARTICLE II – BEREAVEMENT PAY BENEFITS

- 2.01 Bereavement Pay Benefits in an amount of two hundred and fifty dollars (\$250.00) shall be paid to an Employee for up to three (3) days of lost work incurred as a result of the Employee’s attendance at a funeral or memorial service upon the death of an Employee’s Spouse, Child, Parent, Parent-in-Law, Grandparent, Sibling, Brother In-law or Sister In-law.

Bereavement Pay Benefits shall be paid at the straight time rate. Bereavement Pay shall not be applicable to any overtime days missed.

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

ARTICLE III - AMENDMENT

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

ARTICLE IV – MISCELLANEOUS PROVISIONS

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

APPENDIX D

ADMINISTRATION FUND

In accordance with Article 28.100, the Employer and all Sub-Contractors to this agreement shall pay ten cents (\$0.10) per hour earned into the Administration Fund of the General Presidents' Maintenance Committee for Canada.

This amount shall be remitted monthly by way of electronic fund transfer (EFT) by the fifteenth (15th) of the following month in which the hours were executed, along with the Remittance Form outlining the hours and trades being reported. The Remittance Form must be forwarded by e-mail to the following e-mail address: admin@gpmccanada.com

Remittances to the General Presidents' Maintenance Committee for Canada must include an additional 13% (HST) to be remitted along with the General Presidents' Maintenance Committee for Canada monthly remittances.

NOTICE TO CONTRACTORS

Contact the Administrative Office of the General Presidents' Maintenance Committee for Canada to obtain the appropriate information and to initiate the setup process for an electronic funds transfer (EFT). Employers unable to make payment by EFT will be granted an allowance to utilize post mail only in cases where a letter from their bank has been provided. Where an allowance has been provided the cheque and Remittance Form can mailed and made payable to:

General Presidents' Maintenance Committee for Canada
447 Frederick Street, Suite 100
Kitchener, Ontario
N2H 2P4

ATTN: Brett McKenzie, Executive Director

MAINTENANCE WAGE & BENEFIT SCHEDULE

General Presidents' Maintenance Committee Article 12.000

For bargaining unit Employees over the age of seventy-one (71) or in receipt of a pension, the Employer shall not make contributions to the applicable pension plan but shall contact the Local Union for the appropriate direction.

Ontario Projects

- 1) The following formula will be used for the determination of Maintenance Rates, Benefits, Overtime and Shift Premium for the duration of the Agreement..
 - I) Long Term and Short Term Maintenance Base Rate are set as \$0.75 less than the Base Rates as established in the Local Agreement.
 - II) 100% of appropriate fringe benefits will be paid as appropriate for the duration of the Agreement.
- 2) Apprentice base rates are set at 100% of the applicable local agreement apprentice rate. Appropriate skill premiums to be paid in accordance with past maintenance jobsite practice.
- 3) Shift Premiums
 - Afternoons 6.0% per hour worked.
 - Midnights 8.5% per hour worked.
- 4) Overtime is payable at a rate of time and one-half for the first two (2) hours Monday to Friday and time and one-half for the first four (4) hours Saturday. All other overtime is payable at doubletime.
- 5) Appropriate union dues deductions are to be made pursuant to the local reference Agreement.