

FOR LONG TERM MAINTENANCE AS DEFINED HEREIN



BETWEEN

THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, LOCAL LODGE 146, ALBERTA

(hereinafter referred to as the "Local Lodge")

ON ITS OWN BEHALF AND IN CONJUNCTION WITH

THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS

(hereinafter referred to as the "Union")

AND

THE BOILERMAKER CONTRACTORS' ASSOCIATION ON ITS OWN BEHALF AND ON BEHALF OF THE BOILERMAKER CONTRACTORS' ASSOCIATION OF ALBERTA

(On behalf of all its participating member companies and those contractors who are certified to and/or voluntary recognize Boilermakers Local Lodge 146 hereinafter referred to as the "Employer")

Effective: Second Sunday after signing to the end of the current term of this Letter of Understanding December 31, 2023, including any statutory bridging.

Contractors (by mutual agreement between the Union and the BCA) currently operating under long term maintenance contracts will be deemed to have met duration and contractual thresholds, and as such, will be grandfathered into this agreement upon receipt of notice.

Moving forward, any Employer desiring to utilize this Letter of Understanding (LOU) for long term maintenance, must apply to the Boilermaker Contractors' Association and the International Brotherhood of Boilermakers, Local Lodge 146 for purposes of review and orientation and present written evidence of the Owner's intent to engage that Employer in the performance of maintenance services for a minimum period of one full year, subject to the usual termination clauses in such contracts.

It is further understood that the LOU for long term maintenance 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 LOU for long term maintenance 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.

Should the contract for full or year-round supplementary maintenance be terminated during the term of this LOU for long term maintenance for any of the projects listed, this LOU for long term maintenance shall be considered null and void as it applies to that project or projects.

The Letter of Understanding (LOU) is entered into the day of February 3rd , 2023 by and between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local Lodge 146 and the Boilermaker Contractors' Association of Alberta covering long term maintenance at the following sites:

CANADIAN FERTILIZER LIMITED located at Medicine Hat, Alberta
CANADIAN NATURAL RESOURCES LTD., Ft. McMurray, Alberta including Albian
DOW CHEMICAL LIMITED located at Fort Saskatchewan, Alberta
DOW CHEMICAL LIMITED located at Prentiss, Alberta
SHELL CANADA LIMITED, Scotsford Complex located at Fort Saskatchewan, Alberta
SUNCOR INC., located at Tar Island, Alberta including Firebag In-Situ Project, Fort Hills and MacKay River

SYNCRUDE CANADA LIMITED, located at Mildred Lake, Alberta CNOOC Long Lake Site, Ft. McMurray, Alberta CENOVUS ENERGY INC. Surmont 1 Operations

Dated the	3rd	day of	February	, 2023	
FOR THE INTER BLACKSMITHS,				ERMAKERS, IRON SHIP BUILDERS,	,
SIGNATURE OF	N FILE				
Hugh MacDona Business Manag		ary-Treasure	er		
IBB Local Lodg	e 146				
SIGNATURE O	N FILE				
Arnie Stadnick					
International \	ice Presi	dent of Cana	ada		
International B	rotherhoo	od of Boilerm	akers		
FOR THE BOILE	RMAKER	CONTRACTO	DRS' ASSOCIATI	ION	
SIGNATURE O	N FILE				
Marty Albright					
Director of Lab	our Relat	ions			
SIGNATURE OF	N FILE				
Glenn Tardif					
Chair. BCA Boa	rd of Dire	ectors			

Article 1.000 Compressed Work Week Conditions

Article 1.100

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 (1) week timeframe, Monday to Friday.

Article 1.101

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.

Article 1.102

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, 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.

Article 1.102.1

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 Article 1.102 for that cycle.

Article 1.103

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

Article 1.104

When a compressed work week schedule has not been established as noted in Article 1.103, such schedules must be mutually agreed to between the Union and the Employer.

The Employer may request that any new shift, once established, be added to the schedules referred to in Article 1.103.

Article 1.200

The standard work day shall be up to twelve (12) hours of continuous employment including lunch breaks except those breaks provided for in Article 1.506.

- 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 the applicable overtime provisions in accordance with the established Compressed Work Week rates.
 - 1. On the twelve (12) hour day, all Earned Days Off (EDO's) will be compensated as follows: The first three (3) hours worked at double-time (2x)

 The next six (6) hours worked at time and one half (1½x)

 The last three (3) hours worked at double-time (2x).
 - On the ten (10) hour day, all EDO's will be compensated as follows:
 The first two and one half (2 ½) hours worked at double-time (2x)
 The next five (5) hours worked at time and one half (1 ½x)
 The last two and one half (2 ½) hours worked at double-time (2x)
 - 3. On the eight (8) hour day, all EDO's will be compensated as follows: The first two (2) hours worked at double-time (2x)
 The next four (4) hours worked at time and one half (1 ½x)
 The last two (2) hours at double-time (2x)
- b) All hours worked on Statutory Holidays will be paid at double-time (2x) in accordance with Compressed Work Week rates.

Article 1.400

Payment for statutory holidays, listed below:

New Year's Day Labour Day

Family Day National Day of Truth and Reconciliation

Good Friday Thanksgiving Day
Victoria Day Remembrance Day
Canada Day Christmas Day
Civic Holiday Boxing Day

Shall be subject to the following:

Article 1.401

Payment for the statutory holidays, as listed in Article 1.400, shall be in accordance with the applicable schedule or by Federal or Provincial legislation.

Article 1.402

All time worked on statutory holidays, as listed in Article 1.400, shall be paid at the applicable overtime rate, but in no case shall overtime rates exceed double the hourly day rate except as noted in Article 1.300 (b).

A Compressed Work Week shift schedule will not be cancelled and reinstituted within a cycle if the intention is to avoid payment for statutory holidays. If this occurs all time worked on the first cycle after reinstitution up to a maximum of fourteen (14) days will be in accordance with Day Work Conditions.

Article 1.500

Rates for Compressed Work Week Schedules will be determined on the following basis:

Article 1.501

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.

Article 1.502

Determination of premiums for compressed work week rates will be calculated as follows:

Article 1.503

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.

Article 1.504

Compressed Work Week Overtime Rate

- 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 (2X) 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.

Article 1.505

- 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.

When working ten (10) hours with two (2) fifteen (15) minute paid breaks and a half (1/2) hour lunch, 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.

Article 1.507

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. Under no circumstances will the employee be denied their required breaks. In all other instances there shall be three (3) half hour (1/2) paid breaks per twelve (12) hour shifts.

Article 1.508

It is the Employer's prerogative to transfer employees working on the same site between schedules/shifts, subject to proper payment under the new conditions.

Article 1.509

Shift changes from Day Work Conditions to Compressed Work Week:

Article 1.509.1

- 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.

Article 1.509.2

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 ½x).

Article 1.509.3

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.

Article 1.510

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

Article 1.510.1

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 %x).

Article 1.510.2

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).

Article 1.510.3

The penalty of Article 1.510.2 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.

Article 1.510.4

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.

Shift changes from Compressed Work Week to Day Work Conditions:

Article 1.511.1

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 %x).

Article 1.511.2

Article 1.510.4 applies in its entirety when amending Compressed Work Week schedules to Day Work Conditions.

Article 2.00 - Overtime

The Letter of Understanding includes double time provision for Long Term Maintenance and the BCA/IBB Local 146 Alberta Maintenance Agreement as per the following table.

Article 2.100 Long Term and Short-Term Maintenance

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 2 hours	After 10 hours
Tuesday	8 hours	Up to 2 hours	After 10 hours
Wednesday	8 hours	Up to 2 hours	After 10 hours
Thursday	8 hours	Up to 2 hours	After 10 hours
Friday	8 hours	Up to 2 hours	After 10 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

Article 2.101

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		After 10 hours
Tuesday	10 hours		After 10 hours
Wednesday	10 hours		After 10 hours
Thursday	10 hours		After 10 hours
Friday		Up to 10 hours	After 10 hours
Saturday			All 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 10 hours	After 10 hours
Tuesday	10 hours		After 10 hours
Wednesday	10 hours		After 10 hours
Thursday	10 hours		After 10 hours
Friday	10 hours		After 10 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

Article 3.000 - Bereavement

For those employees with more than three (3) years of service with an employer, the employee will be entitled to be eavement pay benefits of eight (8) hours multiplied by the employees' base wage rate 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, Parentin-Law, Grandparent or Sibling. Be reavement Pay Benefits shall be paid at the straight time rate.

Article 4.000 - Vacation Pay

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.

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.

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 – LIST OF SIGNATORY EMPLOYERS

As of this date <u>February 3rd, 2023</u>, the following employers are signatory to this Enabled Letter of Understanding for Long Term Maintenance:

- 42 West Constructors Ltd.
- APTIM Services Canada Corp
- Black & McDonald Limited
- CEDA Field Services
- Edmonton Exchanger Refinery Services
- Melloy Industrial Services Inc.
- MM Limited Partnership
- Worley Industrial Services ULC