

**Long Term/Short Term Maintenance Agreement
as Defined Herein**



BETWEEN



**THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS
(hereinafter referred to as the "Union")**

**ON ITS OWN BEHALF AND ON BEHALF OF
LOCAL LODGE 128 ONTARIO
(hereinafter referred to as the "Local Lodge")**

AND

THE BOILERMAKER CONTRACTORS' ASSOCIATION

*On behalf of all its participating member companies and those contractors who are certified to and/or
voluntary recognize Boilermakers Local Lodge 128 hereinafter referred to as the "Employer")*

Including
The Boilermaker Contractors' Association of Ontario

Effective: April 1, 2023 to June 30, 2026

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Employers (by mutual agreement between the Union and the BCA) currently operating under long term and/or short 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 Long Term/Short Term Maintenance Agreement for long term and/or short term maintenance, must apply to the Boilermaker Contractors' Association and the International Brotherhood of Boilermakers, Local Lodge 128 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. All qualifying Employers including those grandfathered will be required to sign an adherence agreement.

It is further understood that the Agreement for long term and/or short 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 Agreement for long term and/or short 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 (4) 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 Agreement for long term and/or short term maintenance for any of the projects listed, this Agreement for long term and/or short term maintenance shall be considered null and void as it applies to that project or projects.

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.

The Long Term/Short Term Maintenance Agreement is entered into the day of March 24,
2023 by and between the International Brotherhood of Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers, Local Lodge 128 and the Boilermaker Contractors' Association of
Ontario covering long term and/or short term maintenance at the following sites:

ESSO PETROLEUM CANADA – Nanticoke Refinery, Nanticoke, Ontario

NOVA-CHEMICALS INC. – Corunna Site, Mooretown Site, St. Clair Site and Sarnia Styrene Site

PETRO-CANADA INC. – Mississauga Refinery Mississauga, Ontario

SHELL CANADA LTD. – Sarnia Manufacturing Centre

SHELL CANADA CHEMICALS LTD. – Corunna, Ontario

SUNCOR INC. – Sarnia, Ontario

Dated the 24th day of March, 2023

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

Signature on File

Arnie Stadnick
International Vice President of Canada
International Brotherhood of Boilermakers

Signature on File

Roy Grills
Business Manager/Secretary-Treasurer,
Local 128

FOR THE BOILERMAKER CONTRACTORS' ASSOCIATION

Signature on File

Marty Albright
Director of Labour Relations

Signature on File

Adrian DiCocco
Vice Chair, BCA Board of Directors

Article 1.000 – Recognition

1.100

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

1.200

The Company and the Union:

1.201

Agree that the jurisdiction recognized herein for the 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 other Union may be assigned by the Company to the jurisdiction of the most appropriate Union.

1.202

Recognize the Union as herein duly constituted for the purpose of bargaining collectively and administering this Agreement for the members of their Union. The responsibility for interpretation and administration of this Agreement rests with both parties.

1.203

Agree to bargain collectively 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 2.000 – Union Security

2.100

All employees under this Agreement, as a condition of employment, shall be members of or secure membership in the Union and maintain such membership in good standing.

2.200

The Company will co-operate with the Union in providing employment to their members and the Union agrees to assist the Company by all means in their power to secure necessary skilled and competent tradespeople.

2.300

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 advice to the appropriate Business Agent that the tradespeople are on the job.

2.400

When the Union cannot supply qualified tradespeople within 48 hours of the date requested, then the Company may secure other qualified tradespeople who must apply for membership in the Union.

2.500

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 3.000 – Scope of Work

3.100

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 Owner 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 kilometres.

3.200

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.

3.300

The Union 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 4.000 – Definitions

4.100

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

4.101

Long-Term Maintenance" shall be the continuing work performed of a maintenance, repair, renovation character within the limits of the plant property exclusive of "Short-Term Maintenance" defined below.

4.102

The Company will designate the anticipated number of Long-Term Maintenance force job openings at the pre-job meeting and from time to time as job conditions warrant.

4.103

"Short-Term Maintenance" work means work that is terminated within 30 available days of work.

4.200

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.

4.300

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.

4.400

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

4.500

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

4.600

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.

4.700

Fire restoration work will be administered as follows:

4.701

The restoration of a plant completely destroyed by fire is considered construction work.

4.702

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.

4.703

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.

Article 5.000 – Grievance Procedure

5.100

It is the mutual desire of the Parties hereto, that complaints of employees shall be adjusted as quickly as possible. The Foreperson or Supervisor shall be given the opportunity to adjust a complaint. When a complaint is reduced to writing it shall be termed a grievance.

5.200

Grievance shall mean any difference or dispute concerning the interpretation, application, administration or alleged violation of the Collective Agreement.

5.300

If a complaint is not settled in accordance with 5.100 above within three (3) working days, the matter shall be reduced to writing within ten (10) working days from the incident giving rise to the complaint.

5.400

After receipt of the grievance, the Employer shall give their reply in writing to the Business Manager/Secretary-Treasurer within ten (10) working days. If the matter is still not resolved then the Business Manager/Secretary-Treasurer or their Assistant shall advise the Employer within ten (10) working days.

5.500

Within ten (10) working days of receipt of notification from the Business Manager/Secretary-Treasurer in 5.400, the grievance shall be discussed at a meeting between the Business Manager/Secretary-Treasurer or their Assistant and a Representative of the Employer. After this meeting, the Employer shall give their answer to the Business Manager/Secretary-Treasurer in writing within ten (10) working days.

5.600

If the Employer's answer in 5.500 is unacceptable, the grievance shall then be discussed within a further five (5) working days at a meeting of the International Vice President or their designated Representative and a Representative of the Employer. If the matter is not resolved within these five (5) working days, the matter shall be referred to the next step as outlined in 5.700.

5.700

Before proceeding to Arbitration, the Parties shall advise an authorized representative of the Boilermaker Contractors' Association of the details. At the request of either party, the grievance may be discussed between an International Officer of the Union and an authorized representative of the Boilermaker Contractors' Association in order to obtain an interpretation of the Collective Agreement in

connection with the grievance. If the matter is still not resolved within five (5) working days of the referral to the Boilermaker Contractors' Association, then at the request of either party, the grievance may be referred to Arbitration.

Prior to advancing to arbitration, the parties shall participate in a resolution conference facilitated by a third party in an attempt to settle the differences. The third party will be mutually agreed upon and any cost for the third party shall be shared equally between the parties. The intent of the foregoing is for the parties to attempt to resolve a dispute prior to advancing to arbitration. For greater certainty, this step does not negate either parties' ability to advance a dispute to arbitration in the event the dispute remains unresolved.

5.800

It is understood and agreed that any of the time limits herein may be extended by mutual agreement in writing. In this Article, Saturday, Sunday and Recognized Holidays shall not be counted as working days.

5.900

In cases where an employee is discharged, the grievance shall be initiated at the level outlined in 5.400 and if the matter is not resolved within the steps and time limits outlined in 5.400 and 5.500, then the request for Arbitration may be initiated at this point by either party.

ARTICLE 6.00 – Employer, Union Grievances

6.100

It is understood that the Employer or the Boilermaker Contractors' Association may bring a complaint or grievance against the Union or its members, and the Union may bring a complaint or grievance against the Employer or the Boilermaker Contractors' Association, concerning the interpretation, application, administration or alleged violation of the Collective Agreement.

Such a complaint shall be discussed with the Business Manager/Secretary-Treasurer or their Representative, the International Vice-President or their Representative or the Employer, the Boilermaker Contractors' Association or their Representative, within three (3) working days of the incident and if not resolved shall be reduced to writing and termed a grievance. The grievance must be sent to the applicable Business Manager/Secretary-Treasurer, the International Vice-President, the Employer or the Boilermaker Contractors' Association within ten (10) working days from the incident giving rise to the complaint.

6.200

After receipt of the grievance, the Business Manager/Secretary-Treasurer or Employer shall give their reply in writing to the Employer or Business Manager/Secretary Treasurer within ten (10) working days.

6.300

If the Business Manager/Secretary-Treasurer's or Employer's answer in 6.200 is unacceptable, the grievance shall then be discussed within a further five (5) working days of receipt of either reply at a meeting of the International Vice-President or their designated Representative, and a Representative of

the Employer. If the matter is not resolved within these five (5) working days, the matter shall be referred to the next step as outlined in 6.400.

6.400

Before proceeding to Arbitration, the Parties shall advise an authorized representative of the Boilermaker Contractors' Association of the details. At the request of either party, the grievance may be discussed between an International Officer of the Union, an authorized Employer Representative, and an authorized representative of the Boilermaker Contractors' Association in order to obtain an interpretation of the Collective Agreement in connection with the grievance. If the matter is still not resolved within five (5) working days of referral to the Boilermaker Contractors' Association, then at the request of either party, the grievance may be referred to Arbitration.

Prior to advancing to arbitration, the parties shall participate in a resolution conference facilitated by a third party in an attempt to settle the differences. The third party will be mutually agreed upon and any cost for the third party shall be shared equally between the parties. The intent of the foregoing is for the parties to attempt to resolve a dispute prior to advancing to arbitration. For greater certainty, this step does not negate either parties' ability to advance a dispute to arbitration in the event the dispute remains unresolved.

6.500

It is understood and agreed that any of the time limits herein may be extended by mutual agreement in writing. In this Article, Saturday, Sunday, and Recognized Holidays shall not be counted as working days.

ARTICLE 7.00 – Arbitration

7.100

Prior to advancing to arbitration, the parties shall participate in a resolution conference facilitated by a third party in an attempt to settle the differences. The third party will be mutually agreed upon and any cost for the third party shall be shared equally between the parties. The intent of the foregoing is for the parties to attempt to resolve a dispute prior to advancing to arbitration. For greater certainty, this step does not negate either parties' ability to advance a dispute to arbitration in the event the dispute remains unresolved.

The Parties to this Agreement agree that any grievance which has been properly carried through all of the steps of the grievance procedure outlined in Articles 5 or 6, as applicable, shall be referred to Arbitration within twenty-one (21) working days after completion of Articles 5.700 or 6.400 as applicable.

7.200

When either party requests that a grievance be submitted to Arbitration, it shall make such a request in writing addressed to the other party to this Agreement, with a copy to the Boilermaker Contractors' Association. Within ten (10) working days of receipt of notice to proceed to Arbitration, the Boilermaker Contractors' Association will advise both Parties of the Arbitrator, together with the time and place of Arbitration.

7.300

The International Vice-President together with the Boilermaker Contractors' Association will establish a list of acceptable Arbitrators. The single Arbitrator will be chosen in rotation from this list.

7.400

Both Parties shall share equally the expenses and fees of the Arbitrator.

7.500

The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

7.600

The decision of the Arbitrator shall be final and binding upon the Parties hereto.

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

Article 10.000 – Steward and Certified Worker

10.100

On all jobs, the Business Manager/Secretary-Treasurer or Assistant Business Manager of the Union will designate, or otherwise arrange for, the appointment of a Steward from among the qualified working journeyperson employees in writing. The Occupational Health and Safety legislation requires the selection of a health and safety representative, that representative of the Boilermaker employees will be the Steward.

10.200

It will be their duty to assist the Employer and the Union members, in carrying out the provisions of this Agreement and they will be allowed reasonable time to perform such duties by the Employer's representative on the job.

10.300

The Steward shall not be discriminated against and shall receive their fair share of overtime work for which they are qualified. The Company will use its best efforts to advise Job Stewards of unscheduled overtime.

10.400

At layoff, the appointed Steward will be one of the last three (3) employees on the job, provided they are qualified to perform the work at hand.

10.500

Notwithstanding the remainder of this article, a Job Steward who is a short-term employee may be laid off when the assignment for which they were hired is completed.

10.600

When the 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 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 Union. The Union, by this Agreement, completely understands 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:

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 Compressed Work Week employees.
- (2) whether they are to be initially employed on Long-Term or Short-Term Maintenance as defined herein.

11.202

The Company will use its best judgement in advising the Local Business Agent of type of work (i.e. day 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 ICI Agreement, including provisions such as recall as set out in said Agreements. Name hire ratios will be respected at lay-off if provided for in the reference Agreements.

11.206

Where recall arrangements are not covered by a current understanding with the Local Union, the Employer may, on unplanned outages, request recall of local union members who have valid customer and contractor orientation certificates within thirty (30) days of lay-off. The Employer will provide a list of such individuals to the Local Union for recall.

11.300

The designation and determination of the number of Forepersons on maintenance work shall be the prerogative of the Company. The Foreperson may be requested to work with the tools, when in the Company's opinion, it is advisable.

11.400

Tradespeople referred to the job by the Local Union Representative, shall report to the Employment Office established for the project.

11.500

The Company may transfer the Forepersons as well as employees with special skills or qualifications to projects where forces are being increased. Transfers are not permitted to displace existing employees.

11.600

When employees are absent from work and do not inform the project supervisor of the reason for their absence such employees may be terminated. The Company will establish reasonable rules with respect to absence within its project rules and will make these rules available on the job site.

11.700

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

11.800

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

The Union and 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 straight time total package hourly rate.

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.

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.

11.901

Employees who attend specific, technical training courses associated with their maintenance duties which are organized by the Company beyond their normal hours of work or on a Saturday, Sunday or earned day off shall be paid at the straight time rates of pay for a minimum of four (4) hours pay or the actual length of the training.

Article 12.000 – Wages

12.100

Wages are to be paid as follows:

12.101

Long Term and Short-Term Maintenance Base Rate are set as \$0.75 less than Base Rates as established in the Local Agreement.

12.102

Employees on "Long-Term Maintenance, Compressed Work Week" shall be paid according to the established "Long-Term Maintenance, Compressed Work Week Wage Schedule", for shift work only. Overtime worked shall be paid in accordance with Article 13.201.

12.103

Any enablement provisions made by the Local Union to the wage rates or benefit packages and provided to Contractors not signatory to the agreement will be extended to the Employers signatory to this agreement when bidding the same or similar work packages at a particular/specific job site. In these circumstances' maintenance will be at the enabled conditions.

12.200

Fringe Benefits will be paid according to the attached Maintenance Wage, Benefit Schedule.

12.300

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 union 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 union will be paid the appropriately adjusted minimum wage rate negotiated in the new agreement on the effective date of the new wage rate. This is to ensure against any work stoppage on this project which would be caused by a breakdown of local negotiations.

12.403

Upon renewal of the ICI agreement the Employer will have thirty (30) days from receipt of notification to implement any initial monetary changes. Payment of any initial increase will be paid retroactively to the implementation date.

12.500

Wages will be paid weekly by electronic deposit or by cheque at the discretion of the employer. An exception to direct deposit will be made where an employee is able to provide a letter from a recognized Canadian Financial Institution verifying that the employee is ineligible to establish banking arrangements. The payroll period will generally close at 12:00 midnight on Saturday, however, in order to meet the job requirements, the Company may close the payroll earlier. This will be established as a job condition and those affected so notified. Wages will be distributed not later than the following Thursday before the end of the shift except during a week when a Statutory Holiday falls on a Monday, in which case wages will be distributed no later than the following Friday before the end of the shift.

At the Employer's option, electronic pay records and records of Employment may be provided in lieu of printed records. Upon request from an employee that does not have the capability to access electronic records, printed pay records shall be issued. Upon request, a printed record of employment will be issued.

12.501

Employees who are laid off or terminated from the services of the Company shall normally receive their final wages, vacation pay due, employment insurance record of earnings, and apprenticeship books before they leave the jobsite. Employees who quit will have their final pay and employment record of earnings mailed or deposited no later than the date of the next regular pay day for the earnings involved.

12.502

It is recognized that there will be certain occasions when the above procedure is not possible for terminated or laid-off employees. In these cases final wages, vacation pay due and employment and insurance record of earnings will be mailed via Express Post to the employee's last recorded home address within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays. EI Records of Earnings (ROE's) will be filed electronically or at the employees' written request be mailed Express Post to the employees' last recorded home address within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays.

12.503

Should wages, vacation pay and employment insurance record of earnings not be mailed within this time period, the Company will pay a penalty of \$100.00 per day, exclusive of Saturdays, Sundays and

Statutory Holidays, until the mailing is made. Penalties will not be payable in the event that only employment insurance record of earnings are late mailed.

12.504

Complaints/grievances with respect to non-receipt of wages, vacation pay due and employment insurance record of earnings must be raised on a timely basis, in any event, not more than ten (10) working days, exclusive of Saturdays, Sunday and Holidays from date of termination.

12.505 (i)

Should employees be short paid ten (10) or more hours or equivalent value on their weekly pay cheque or electronic deposit, the Company will provide a make up payment no later than the third (3rd) business day after the shortage was brought to their attention. Should this payment not be made, the applicable provisions of Article 12.503 and Article 12.504 above will apply.

12.505 (ii)

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

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

12.506

When the Company or the Employee becomes aware of an overpayment, the Company the Union and the Employee will meet to negotiate the repayment terms.

Article 13.000 – Day Work Conditions

(Long-Term or Short-Term Maintenance)

Refer to Addendum 1 – Esso Petroleum Canada – Nanticoke, Ontario for Articles 13.100 and 13.101 for language specific to those sites.

Refer to Addendum 2 – Petro-Canada Inc., Mississauga Refinery, Mississauga, Ontario for Articles 13.100 and 13.101 for language specific to those sites.

Refer to Addendum 3 – Suncor Inc., Sarnia, Ontario / Shell Canada Ltd., Sarnia Manufacturing Centre, Shell Canada Chemicals Ltd. Corunna, Ontario / Nova Chemicals Inc., Ontario (Corunna Site, Mooretown Site, St. Clair Site and Sarnia Styrene Site) for Article 13.100 for language specific to those sites.

13.200

All time worked before or after the established work day of eight (8) or ten (10) hours, Monday through Friday and all time worked on Saturdays, Sundays, earned days off in a four (4) day work week and recognized holidays, as listed in Article 17.000 of the Agreement shall be paid overtime rates as follows:

13.201**Long-Term Maintenance & Short-Term Maintenance**

All overtime worked on Long-Term and Short-Term maintenance will be at double-time (2).

13.300

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

13.400

Payment for the Statutory Holidays, as listed in Article 17.000 of this Agreement, shall be in accordance with attached schedule.

13.500

Overtime meals on day work conditions are as follows:

13.501

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

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

When such events occur the Company shall provide the employees:

- I) a payment of thirty (30) minutes at straight time rates as a meal allowance.
- II) a payment of thirty (30) minutes at straight time rates in lieu of the meal break: and
- III) a fifteen (15) minute rest break at the applicable rate of pay.

13.502

When the foreperson is required to:

- 1) Start up to one (1) hour earlier, or
- 2) Finish up to one (1) hour later, or
- 3) Start up to one-half (½) hour earlier and finish up to one-half (½) hour later than the Foreperson's crews, for the purposes of organizing work, obtaining permits or facilitating a transition to another shift, the foreperson shall not be entitled to a meal or meal break as per Article 13.501 unless those provisions are applicable to the rest of the crew.

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

13.503

The second meal break will normally be 6:30 p.m. and subsequent meal breaks each four (4) hours after the conclusion of each thirty (30) minute meal break. However, it will be the prerogative of the Company, in conjunction with the job stewards to arrange meal breaks for efficiency and convenience of the job.

13.504

The employee will be allowed a thirty (30) minute meal break at straight time pay in which to eat the meal, except that no payment will be made for the noon break on Saturdays, Sundays and Holiday.

13.505

When an employee works a long call-in, they shall be entitled to an overtime meal in accordance with articles 13.501, 13.503, 13.504 when the call-in exceeds four (4) hours. Subsequent meals will be provided by the company on a regular basis as near as possible to four (4) hour intervals.

Article 14.000 – Short Shift Conditions

(Long-Term & Short-Term Maintenance)

14.100

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

14.101

Shift employees may be scheduled on a one-shift basis: afternoons, midnights; two-shift basis: days-afternoons, afternoons-midnights, mid-nights-days, or on a three-shift basis:

14.102

The establishment of a one, two or three shift system under this Article does not affect the Company's ability to continue to operate regular "Day Work Conditions" as specified in Article 13.000 for other employees so assigned.

14.103

Each shift employee must be scheduled for three (3) consecutive work days and may be scheduled for (5) or seven (7) days per week. These consecutive days may be based on regular work days, weekends or holidays. Work on weekends and Holidays are paid at applicable overtime rates.

14.104

Should the shift be cancelled prior to completion of the three (3) consecutive work days, affected employees will be paid at applicable overtime rates for all hours worked outside the regular work day, as specified in Article 13.200.

14.200

Shift premiums on short shift conditions are as follows:

14.201

Employees working a day shift defined as a shift starting at 8:00 a.m. shall work eight (8) hours for eight (8) hours pay.

14.202

Employees working a shift defined as a shift starting after 7:00 p.m. and before 3:00 a.m. shall receive a shift premium of 12 percent (12%) of the hourly base rate for all hours worked.

14.204

A one-half (½) hour lunch period with pay will be allowed during each eight (8) or ten (10) hour shift.

The payment of the above (½) hour lunch period is not applicable to any second shift which is established on the eight (8) or ten (10) hour work day with two paid breaks.

14.205

For purposes of this Agreement, Saturday begins at 8:00 a.m. Saturday and Sunday ends at 8:00 a.m. Monday.

14.300

All time worked before or after the established work day of eight (8) or ten (10) hours, Monday through Friday, and all time worked on Saturdays, Sundays, earned days off in a four (4) day work week and recognized holidays, as listed in Article 17.000 of the Agreement shall be paid overtime rates as follows:

14.301**Long-Term Maintenance & Short-Term Maintenance**

All overtime worked on Long-Term and Short-Term Maintenance will be at double-time (2).

14.400

Overtime meals on short shift conditions are as follows:

14.401

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

14.402

When forepersons are required to:

- 1) Start up to one (1) hour earlier, or
- 2) Finish up to one (1) hour later, or
- 3) Start up to one-half ($\frac{1}{2}$) hour earlier and finish up to one-half ($\frac{1}{2}$) hour later than the foreperson's crews, for the purposes of organizing work, obtaining permits or facilitating a transition to another shift, the foreperson shall not be entitled to a meal or meal break as per Article 14.401 unless those provisions are applicable to the rest of the crew.

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

14.403

The second meal break will normally be 6:30 p.m. and subsequent meal breaks each four (4) hours after the conclusion of each thirty (30) minute meal break. However, it will be the prerogative of the Company, in conjunction with the job stewards, to arrange meal breaks for efficiency and convenience of the job.

14.404

The employee will be allowed a thirty (30) minute meal break at straight time pay in which to eat the meal, except that no payment will be made for the noon break on Saturdays, Sundays and holidays.

14.500

When shift schedules are to be changed, except as noted in Article 15.000, such employees will be given twenty-four (24) hours advance notice and if less than twenty-four (24) hours advance notice is given, the first shift worked on the new schedule will be paid at time and one-half ($1\frac{1}{2}$) the straight time hourly rate.

14.600

When shift schedules are being revised to return the employee to their normal work schedule, the twenty-four (24) hours advance notice requirement of Article 14.500 will not apply. In place, the employee must be notified at the start of their shift that they are to return to their normal work schedule and they must have an eight (8) hour break, or rest period between the completion of their shift and the start of their normal work schedule. In the situation where the eight (8) hour break or rest period does not allow them to return to work at the normal starting time, the provisions of Article 19.000 (specifically Article 19.307) on minimum pay and reporting time apply.

14.700

Payment for the Statutory Holidays, as listed in Article 17.000 of this Agreement, shall be in accordance with the attached Maintenance Wage, Benefit and Overtime Schedule.

Article 15.000 – Starting Time and Quitting Time Conditions

15.100

After notifying the union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard work day of eight (8) or ten (10) hours for the job or portion thereof to which any such change of starting time applies, shall begin with such new starting time.

15.200

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

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

Article 16.000 – Compressed Work Week Conditions

(Long-Term Maintenance Only)

16.100

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

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

Article 19.000 – Minimum Pay and Reporting Time**19.100**

Incllement 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 craftspeople, then those who cannot be gainfully employed will be allowed to leave the job. The Company at this point will endeavor to find work for all craftspeople by rescheduling and altering the planned work, if so required.

19.104

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

19.105

Subject to above, Article 19.500 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.

Article 19.107

Refer to Addendum 1 – Esso Petroleum Canada – Nanticoke Refinery, Nanticoke, Ontario for Article 19.107 language specific to those sites.

Refer to Addendums 2 – Petro-Canada Inc., Mississauga Refinery, Mississauga, Ontario for Article 19.107 language specific to those sites.

Refer to Addendum 3 – Suncor Inc., Sarnia, Ontario / Shell Canada Ltd., Sarnia Manufacturing Centre / Shell Canada Chemicals Ltd., Corunna, Ontario / Nova Chemicals Inc., Ontario (Corunna Site, Mooretown Site, St. Clair Site, and Sarnia Styrene Site) for Article 19.107 language specific to those sites.

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 their regular shift, they shall be paid not less than four (4) hours pay. When the employee works more than four (4) hours but less than eight (8) hours on their regular shift they shall be paid a minimum of eight (8) hours pay.

It is understood and accepted that when work is not available or the employee has started to work on their regular shift and is then instructed to report for work at a later time in a given twenty-four (24) hour period the 3-4-8- principle applies to the regular shift. If the regular shift (not including overtime) is more than eight (8) hours (10 or 12 hours/CWW, etc.) the 3-4-8 equates to 3-5-10 or 3-6-12 respectively.

19.203

When an employee is requested to return to work for overtime between work days or on weekends they shall be paid a minimum of three (3) 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 three (3) hours pay at double (2) the basic hourly rate.

19.302

Employees will receive a minimum of three (3) 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 three (3) hours at double the basic rate.
- (ii) Overtime rate for any hours worked in excess of three (3) 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 sixteen (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 4:00pm on Sunday will be subject to the ten (10) hour break rule if the required ten (10) 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 eight (8) 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:

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.

19.601

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.

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 Union agrees 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 Union agree that it shall be the Owner's prerogative to maintain and operate a general centrally located tool room and warehouse. The Union agrees 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.

24.302

The Company will provide a separate area for employees to remove and store coveralls, work clothing etc., prior to entering lunchrooms.

24.400 Work Boot Allowance:

Maintenance employees with twelve (12) months continuous service will receive a work boot allowance of one hundred and eighty (\$180.00) 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 two hundred and twenty dollars (\$220.00) effective June 1, 2023.

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

26.300

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

25.400

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

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 the Union.

Article 28.000 – Benefits and Other Monetary Funds

28.100

Welfare Funds, Pension Funds, Apprentice Training Funds and other Monetary Funds called for in the Area Labour Agreement(s) shall be paid in accordance with the said Labour Agreement(s).

28.200

Forms are available to assist in calculating and tabulating the contributions and submissions and giving instructions regarding where and how the electronic submissions effective April 1, 2023 are to be sent. Employers should contact the appropriate Local Lodge officer for instructions as to where and how to obtain the forms.

28.300

Submissions of information and payment of monies shall be submitted effective April 1, 2023 by electronic means, no later than the 15th of the month following the month in which the applicable amounts were earned.

28.400

On November 30th, 2022, the employer shall cease pension contributions to the Boilermakers' National Pension Plan (Canada), on behalf of those employees who are seventy-one (71) years of age or older. The pension contributions that would otherwise be payable to the Boilermakers' National Pension Plan (Canada) will be paid on behalf of the applicable employee to the Boilermakers' National Health Plan (Canada). The computation of the amount payable will be in accordance with the provisions for pension contributions applicable to all other employees covered under the terms of this agreement.

In the event the employer, in error, makes pension contributions beyond the November work month on behalf of any employee who is 71 years of age or older, the administrator of the Boilermakers' National Pension Plan (Canada) will allocate the applicable contributions to the employee's account in the Boilermakers' National Health Plan (Canada).

Article 29.00 – Management Clause

29.100

The Company shall have full right to direct the progress of the work and to exercise all function and control, including, but not limited to, the selection of the kind of materials, supplies, or equipment used in the prosecution of the work and the right to discharge or lay-off any employee for just and sufficient cause, provided, however, that no Employee shall be discriminated against. These provisions do not prohibit the Union's right to the peaceful exercise of grievance procedure if in its judgement the spirit and intent of this Agreement has been violated.

Article 30.000 – Duration of Agreement

30.100

It is understood that this Agreement shall be in full force and effective from April 1, 2023 to June 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 31.000 – Electronic Signature

31.100

This collective agreement can be executed by the parties through use of electronic signature or other electronic means.

Article 32.000 – Enabling Clause

32.100

Where a particular Article or Articles of this Collective Agreement is or are found to work a hardship for a particular project or specific geographical area, the terms and conditions of this Agreement for that project or specific geographical area, may be modified by the mutual consent of the Union and the Boilermaker Contractors' Association when they deem it prudent. It is understood and agreed that where mutual agreement for such change cannot be achieved, the request shall not be subject to either grievances or arbitration.

APPENDIX A - EXAMPLES SECTION

CASE I

A tradesperson who works from 8:00 a.m. to 4:30 p.m., and is called in at 3:00 a.m. and works until 5:30 a.m., then resumes their regular shift at 8:00 a.m., would be paid overtime for the hours worked from 3:00 a.m. to 5:30 a.m., but would be on straight time from 8:00 a.m.

They had a continuous 10 hour break between the end of one regular shift (4:30 p.m. to 3:00 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 10 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 10 hour break occurs, or alternately and preferably the tradesperson may be instructed not to report until 12:00 p.m., i.e., so that they have an 10 hour break. In this event the "3, 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 12:00 p.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 10 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 10 hour break.

CASE I

Therefore, if a tradesperson is called in at 6:00 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 10 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 10 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 10 hour break and report at 12:00 pm Monday and be paid for the day at straight time, as they did not have a continuous 10 hour break in the 24 hour period from 8:00 a.m. Sunday to 8:00 a.m. Monday.

APPENDIX B
GENERAL UNDERSTANDINGS

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

APPENDIX C BEREAVEMENT PROTOCOL

PURPOSE

The parties have agreed to a protocol that would allow for bereavement benefits.

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 the union. 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 employer provided form 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.

APPENDIX D
MAINTENANCE WAGE & BENEFIT SCHEDULE
ARTICLE 12.000
ONTARIO PROJECTS

- 1) The following formula will be used in determination for Long- and Short-Term maintenance Rates and Benefits for the duration of the Agreement – Effective April 1, 2023 to June 30, 2026
 - I) Long Term and Short-Term Maintenance Base Rate are set as \$0.75 less than Base Rates as established in the Local Agreement Base Rates.
 - II) 100% of appropriate fringe benefits will be paid as appropriate for the duration of the Agreement.
- 2) Apprentice rates are calculated at the percentages provided in the Local Construction Agreement applied to Maintenance Journeyman Rate. Appropriate skill premiums to be paid in accordance with past maintenance jobsite practice. Foreperson and supervisory premiums as provided for in the Local Agreement are to be applied as appropriate to the maintenance journeyperson base rate.
- 3) Long-Term Maintenance & Short-Term Maintenance
All overtime worked on Long-Term and Short-Term maintenance will be at double- time (2), except in cases where the union has, on a local basis, established overtime conditions at less than double-time (2) in a maintenance agreement or the reference Agreement.

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

- 4) These Wage Schedules establish the maintenance wage and benefit formula and approach taken to wage, benefit and overtime calculation in this Agreement.

EMPLOYERS ARE RESPONSIBLE FOR OPERATING THEIR OWN PAYROLL IN AN ACCURATE AND TIMELY FASHION PURSUANT TO THE COLLECTIVE AGREEMENT. APPROPRIATE UNION DUES DEDUCTIONS ARE TO BE MADE PURSUANT TO THE LOCAL AGREEMENTS.

- 5) The BCA Administration fund is established at \$0.10 cents per hour earned.

ADDENDUMS

| | |
|-------------------|---|
| ADDENDUM 1 | ESSO PETROLEUM CANADA – NANTICOKE REFINERY, NANTICOKE, ONTARIO |
| ADDENDUM 2 | PETRO-CANADA INC., MISSISSAUGA REFINERY, MISSISSAUGA, ONTARIO |
| ADDENDUM 3 | SUNCOR INC., SARNIA, ONTARIO SHELL CANADA LTD., SARNIA MANUFACTURING CENTRE SHELL CANADA CHEMICALS LTD., CORUNNA, ONTARIO NOVA CHEMICALS INC., ONTARIO (CORUNNA SITE, MOORETOWN SITE, ST. CLAIR SITE, AND SARNIA STYRENE SITE) |

ADDENDUM 1

ESSO PETROLEUM CANADA – NANTICOKE REFINERY, NANTICOKE, ONTARIO

ADDENDUM 1

ESSO PETROLEUM CANADA – NANTICOKE REFINERY, NANTICOKE, ONTARIO

(Long-Term or Short-Term Maintenance)

Article 13.000 – Day Work Conditions

13.100 (i)

Eight (8) hours per day shall constitute a standard work day between the hours of 7:00 a.m. and 5:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday to Friday inclusive.

As an option, a ten (10) hour per day, four (4) day work week, Monday to Thursday and/or Tuesday to Friday may be established. Start times may be staggered two (2) hours between 7:00 a.m. and 9:00 a.m. as above. The ten (10) hour system must operate for a minimum period of four (4) consecutive days before it is established as the regular hours of work. Once established it becomes the regular hours of work for those so assigned.

The noon lunch period will be one half ($\frac{1}{2}$) hour and may be staggered one (1) hour either way to accommodate production schedules and emergencies.

An employee, who is requested to work through their scheduled noon lunch period and the lunch period provided falls beyond the staggered one (1) hour allowance, will be paid an additional one half ($\frac{1}{2}$) hour at the straight time rate.

13.100 (ii)

When ten (10) hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two breaks in accordance with the established site practice, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift.

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

An employee, who is requested to work through their scheduled break period and the break period provided falls beyond the staggered one (1) hour allowance, will be paid an additional one half ($\frac{1}{2}$) hour at the straight time rate.

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

- a) On a straight time, day, the employee will be compensated an additional thirty (30) minutes paid at the time and one-half rate ($1\frac{1}{2}$).
- b) On an overtime day, the employee will be compensated an additional thirty (30) minutes at the double-time rate (2).

13.100 (iii)

When eight (8) hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two breaks in accordance with the established site practice, paid at the applicable rate, approximately equally spaced in the eight (8) hour shift.

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

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

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

- a) On a straight time, day, the employee will be compensated an additional thirty (30) minutes paid at the time and one-half rate (1 ½).
- b) On an overtime day, the employee will be compensated an additional thirty (30) minutes at the double-time rate (2).

13.101

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

Article 19.000 – Minimum Pay and Reporting Time**19.107**

Make-up Day - Friday may be used as a make-up day under the four (4) day, ten (10) hours per day schedule when weather conditions have caused lost time during the work week. Work performed on the make-up day will be on a voluntary basis. Work performed on a make-up day for the first ten (10) hours shall be at the straight time hourly rate up to a maximum of forty (40) hours per week after which the applicable Saturday overtime provisions shall apply. In no case shall the time worked on a make-up day be less than eight (8) hours except where weather conditions affect the foregoing. This only applies to the standard forty (40) hour compressed work weeks (Monday to Thursday).

Those working a make-up day will be entitled to the applicable overtime rate for the shift should the employer have other employees engaged in maintenance work on site and being paid at the applicable overtime rate.

ADDENDUM 2

PETRO-CANADA INC., MISSISSAUGA REFINERY, MISSISSAUGA, ONTARIO

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(Long-Term or Short-Term Maintenance)

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

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

- a) On a straight time, day, the employee will be compensated an additional thirty (30) minutes paid at the time and one-half (1½) rate.
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SHELL CANADA CHEMICALS LTD., CORUNNA, ONTARIO

NOVA CHEMICALS INC., ONTARIO

(CORUNNA SITE, MOORETOWN SITE, ST. CLAIR SITE, AND SARNIA STYRENE SITE)

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