



GPMC

General Presidents' Maintenance Committee for Canada
LEADERS IN UNIONIZED MAINTENANCE

COLLECTIVE AGREEMENT

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

MOSAIC CANADA GROUP OF PLANT SITES

*Belle Plaine, Saskatchewan
Colonsay, Saskatchewan
Esterhazy, Saskatchewan*

YARA BELLE PLAINE INC.

Belle Plaine, Saskatchewan

Project Agreement for Maintenance by Contract in Canada

This Agreement is entered into this 13th day of August 2023 by and between **CAM INDUSTRIAL SOLUTIONS** of Calgary, Alberta and **CLEARWATER ENERGY SERVICES** of Edmonton, AB (hereinafter referred to as the "Company"), and those **INTERNATIONAL UNIONS** listed hereunder (hereinafter referred to as the "Unions"), for the purpose of maintenance, repair and renovation work for **MOSAIC CANADA GROUP OF PLANT SITES** located at Belle Plaine, Colonsay and Esterhazy, Saskatchewan and **YARA BELLE PLAINE INC.**, located at Belle Plaine, Saskatchewan.

The Unions are composed of the following International Unions:

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

International Union of **BRICKLAYERS** and Allied Craftworkers

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

OPERATIVE PLASTERERS and **CEMENT MASONS** International Association

International Brotherhood of **ELECTRICAL WORKERS**

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

LABOURERS International Union of North America

International Union of **OPERATING ENGINEERS**

International Union of **PAINTERS** and Allied Trades

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

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

International Brotherhood of **TEAMSTERS**

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COVENANTS

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

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

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

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

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

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

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

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

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

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

ARTICLE 1.000 APPLICATION FOR PROJECT AGREEMENT

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

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

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

ARTICLE 3.000 RECOGNITION

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

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

ARTICLE 4.000 UNION SECURITY

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

ARTICLE 5.000 SCOPE OF WORK

- 5.100 The scope of this Agreement covers all work of a maintenance, repair and renovation nature, assigned by the Owner to the Company and performed by the employees of the Company covered by this Agreement, within the limits of the Owner's plant site.
- 5.200 The scope of this Agreement does not cover work performed by the Company of a new construction nature which is work required to erect new facilities in which event the work shall be done in accordance with existing building construction agreements.
- 5.300 The Unions and the Company understand that the Owner may, at their discretion, choose to perform or directly subcontract work for any part or parts of the work necessary in their plant.

ARTICLE 6.000 DEFINITIONS

- 6.100 Maintenance shall be work performed for the repair, renovation, revamp and upkeep of property, machinery and equipment within the limits of the plant property.
- 6.101 "Long Term Maintenance" shall be the continuing work performed of a maintenance, repair, renovation character within the limits of the plant property exclusive of "Short Term Maintenance" defined below.
- 6.102 The Company will designate the anticipated number of Long Term Maintenance force job openings at the pre job meeting and from time to time as job conditions warrant.
- 6.103 "Short Term Maintenance" work means work that is terminated within 30 available days of work.
- 6.200 All work performed by the Company on existing equipment and machinery, including all associated work in a given plant, shall be maintenance. This shall include replacement of existing individual items of machinery and equipment with new units, including all associated work. It is understood that this concept would not include replacement of an entire process system installation in a plant in order to increase production.
- 6.300 Addition of spare machinery or equipment may be done under the Maintenance Agreement provided it is for debottlenecking purposes. Example: There are two existing pumps. Both pumps are required to run at all times to maintain full production. A spare may be added for the purpose of having one pump down for maintenance.
- 6.400 Changes to existing units for reasons of feed stock changes or fuel changes shall be maintenance.
- 6.500 The word "repair" used within the terms of this Agreement and in connection with maintenance, is work requested to restore by replacement or by revamp of parts of existing facilities to efficient operating conditions.
- 6.600 The word "renovation" used within the terms of this Agreement and in connection with maintenance, is work required to change by replacement or by "revamp" of parts of existing facilities to efficient operating conditions.

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

ARTICLE 7.000 GRIEVANCE PROCEDURE

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

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

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

Timelines may be extended upon written agreement by both parties.

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

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

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

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

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

- 7.105 Step V If any dispute or grievance concerning the interpretation, application or violation of this agreement cannot be settled through the procedure described above, the matter may be submitted by the Union or the Employer to arbitration for adjudication within ten (10) calendar days.

- 7.200 Grievance forms will be provided by the Company at the jobsite.

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 employees out of their usual skill classification.

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

- 8.300 It is understood that all employees will work together harmoniously as a group and as directed by the Company.

- 8.400 In the event that any jurisdictional disputes shall rise between two or more Unions represented by this Agreement, an immediate assignment of the work in question shall be made by the Company

representative, based upon decisions and agreement of record or other information available. The work is then to continue and, if any of the Unions involved are not satisfied with the assignment, the matter shall be referred to the International Office of the Unions involved for a project decision.

8.500 The Company and the Unions agree that such assignment of work involved in a jurisdictional dispute is imperative to the satisfactory operation of this Agreement and the continued operation of the Owner's plant.

ARTICLE 9.000 UNION REPRESENTATIVES

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

ARTICLE 10.000 STEWARD

10.100 Each Union signatory to this Agreement may appoint or select one (1) working Steward from among the Company employees to act as a representative of the Union in connection with Union business. Each Union may also appoint an acting Steward for afternoon or midnight shifts. These Stewards shall be allowed reasonable time to conduct Union business related to this project. The Business Manager of the applicable Local Union shall be consulted in advance of the termination of the Steward.

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

10.300 The Steward shall not be discriminated against and shall receive their fair share of overtime work for which they are qualified.

10.400 At lay-off 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 and meets all site safety requirements.

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.

ARTICLE 11.000 REFERRAL OF TRADESPERSONS

11.100 Maintenance work that the Company performs involves maintaining operating units that in almost all cases must be kept running. This situation means that much of the work is of an emergency nature and therefore, will require at times the acceptance of extreme fluctuations in the labour demands made by the Company on the Unions. The Unions, by this Agreement, completely understand the necessity of these extremes and agree to make every effort to fulfill the manpower requirements of the Company.

11.200 When employees are required, the Company shall request that the required number of applicants be referred for employment under the following minimum standards. Such requests to the Union Hall will be made and/or confirmed by facsimile and/or e-mail.

- 11.201 The Local Union Business Representative will be contacted by the Company on all occasions when tradespeople are required and the Company shall state that the tradespeople are required for maintenance work, and also state:
- (1) whether they are to be day rated, short shift, long shift or Compressed Work Week employees.
 - (2) whether they are to be initially employed on Long Term or Short Term Maintenance as defined herein.
- 11.202 The Company will use its best judgment in advising the Local Business Agent of type of work (ie. day rate, shift, etc.) and if employee is to be assigned to Long Term or Short Term Maintenance work.
- 11.203 The Union representative shall, to the best of their ability, supply qualified tradespeople to perform the work described under this Agreement.
- 11.204 For just and sufficient cause, the Company shall retain the right to reject any applicant referred by the Union.
- 11.205 The Company will be allowed the same ratio of name hire and recall as provided for in the respective Local Agreements.
- 11.300 The designation and determination of the number of foremen on maintenance work shall be the prerogative of the Company. Foremen 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. The Company will provide affected Job Stewards with a copy of referral slips on a timely basis.
- 11.401 **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 the time estimated, multiplied by the straight time total package hourly rate.
- 11.402 **Client Online Orientation & Onboarding**
- Employees will be compensated for the prescribed amount of time, multiplied by their straight time total package hourly rate, for completing any Owner / Client online orientation, onboarding or basic training courses required of an employee.
- The Employer will identify the prescribed amount of time required for each course and include this information on the manpower request sent to the Local Union. The prescribed amount of time for each course shall also be forwarded to the administrative office of the GPMC and the Maintenance Contractors Association. These Parties will review the documentation to ensure the time allocated is uniform for all Employers.
- 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.

11.500 The company may transfer employees to projects where forces are being increased. Transfers are not permitted to displace existing employees. Affected Local Unions will be notified of all transfers.

11.600 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. The Company will make every effort to employ a minimum of 25% apprentices of the number of Journeypersons on the project (with a 30% component of identified apprenticeship), unless varied by mutual agreement between the Company and Union as job conditions warrant. The Company will follow the policies established in the Local Agreement with respect to the granting of pay increments. Should the apprentice be requested by the Company to delay their school block, they will be paid their full increment upon completion of appropriate work hours. Any delayed schooling must be approved by the Local Union apprenticeship authority.

ARTICLE 12.000 WAGES

12.100 Wages are to be paid as follows:

12.101 Long Term and Short-Term Maintenance base rates are set at \$ 0.75 less than base rates established in the local agreements.

12.102 Employees on Long-Term Maintenance, Compressed Work Week shall be paid according to the attached Long-Term Maintenance, Compressed Work Week Schedule, for shift work only. Overtime worked shall be paid in accordance with the Schedule of Rates on Long-Term Maintenance.

12.103 Any enablement provisions made by the Local Unions to the wage rates or benefits packages and provided to contractors not signatory to the agreement will be extended to the GPMA Employers when bidding the same or similar work packages. In these circumstances maintenance will be at the enabled conditions.

12.200 Fringe Benefits will be paid according to the attached Schedule of Wages and Benefits.

12.300 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:

12.301 Should a work stoppage occur in negotiating the local Agreement, the employees of the affected Unions will be paid the appropriately adjusted wage rate negotiated in the new Agreement, on a retroactive basis to the date of the work stoppage or the effective date of the new wage rate whichever is the earlier. This is to ensure against any work stoppage on this project which would be caused by a breakdown of local negotiations.

12.302 Should no work stoppage occur in negotiating the local Agreement, the employees of the affected Unions will be paid the appropriately adjusted minimum wage rate negotiated in the new Agreement on the effective date of the new wage rate.

12.400 Wages will be paid weekly by cheque or electronic deposit. At the discretion of the Employer, an exception to direct deposit will be made where an employee is able to provide a letter from a

recognized Canadian Financial Institution verifying that the employee is ineligible to establish banking arrangements. The payroll period will generally close at 12:00 midnight on Saturday, however, in order to meet the job requirements, the Company may close the payroll earlier. This will be established as a job condition and those affected so notified. Wages will be distributed not later than the following Thursday before the end of the shift except during a week when a Statutory Holiday falls on a Monday, in which case wages will be distributed no later than the following Friday before the end of the shift.

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

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.

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

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

12.402 It is recognized that there will be certain occasions when the above procedure is not possible. In these cases final wages, vacation pay due, employment insurance record of earnings will be mailed to the employee's last recorded home address within three (3) working days, exclusive of Saturday and Sundays and Statutory Holidays.

12.403 Should the wages, vacation pay, and employment insurance record of earnings not be mailed within this time period the Company will pay a penalty of two hours per day until the mailing is made.

12.404 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 Saturday, Sunday and Statutory Holidays from date of lay-off/termination.

12.405 Should employees be short paid ten (10) or more hours or equivalent value on their weekly pay cheque or electronic deposit, the Company will provide a make up payment no later than the third business day after the shortage was brought to their attention. Should this payment not be made, the applicable provisions of Article 12.403 and Article 12.404 above will apply.

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

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

12.406 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

13.100 Eight (8) hours per day shall constitute a standard workday 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 up to 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 for those so assigned.

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

13.100 (i) 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 of one half (½) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift.

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

The noon lunch period (paid break) will be one half (1/2) hour and may be staggered one (1) hour either way to accommodate production schedules and emergencies. The above penalty clauses outlined in 16.100 a.) and b.) will apply in instances when the staggered lunch hour (paid break) is moved greater than one (1) hour either way to accommodate production schedules and emergencies as identified in 16.100.

13.100 (ii) It is understood that in order to be compensated for either paid break an Employee must remain at the worksite at least two (2) hours past the end of the paid break unless the Employee has provided notification to the Employer at the beginning of the shift that they will leaving early.

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

13.200 All time worked before or after the established work day of eight (8) hours, Monday through Friday, and all time worked on Saturdays, Sundays and recognized holidays, as listed in Article 18.000 of the Agreement shall be paid for at overtime rates as follows:

13.201 Long Term Maintenance & Short Term Maintenance-Overtime Conditions:

Time and one half (1-½) first two (2) hours Monday through Friday.

Doubletime (2) after first two (2) hours Monday through Friday, and all hours on Saturdays, Sundays and holidays.

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		Up to 10 hours	After 10 hours
Sunday			All hours
Stat Holiday			All hours

a. 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		Up to 10 hours	After 10 hours
Sunday			All hours
Stat Holiday			All hours

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		Up to 10 hours	After 10 hours
Sunday			All hours
Stat Holiday			All hours

For overtime conditions on the 9/80 work week schedule alteration please refer to Appendix D.

13.500 Overtime meals on day work conditions are as follows:

- 13.501 When an employee is requested to work overtime, and the employee works more than 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 4 hour intervals as possible.
- 13.502 When the Foreperson is required to:
- 1) Start up to one (1) hour earlier, or
 - 2) Finish up to one (1) hour later, or
 - 3) Start up to one-half (1/2) hour earlier and finish up to one-half (1/2) hour later than the Forepersons crews, for the purposes of organizing work, obtaining permits or facilitating a transition to another shift, the foreperson shall not be entitled to a meal or meal break as per Clause 13.501 unless those provisions are applicable to the rest of the crew.
- 13.503 The second meal break will normally be 6:30 p.m. and subsequent meal breaks each 4 hours after the conclusion of each 30-minute meal break. However, it will be the prerogative of the Company, in conjunction with the job stewards to arrange meal breaks for efficiency and convenience of the job.
- 13.504 The employee will be allowed a thirty (30) minute meal break at straight time pay in which to eat the meal, except that no payment will be made for the noon break on Saturdays, Sundays and holidays.
- 13.505 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 dollars (\$30.00) as a meal allowance.
 - (ii) a payment of thirty (30) minutes at straight time rates in lieu of the meal break.
 - (iii) a fifteen (15) minute rest break at the applicable rate of pay.
- Where a camp is provided, employees will not receive the twenty-five dollars (\$25.00) meal allowance where they are able to receive a camp meal at the end of their shift.

ARTICLE 14.000 SHORT SHIFT CONDITIONS

- 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, midnights-days, or on a three-shift system.
- 14.102 The establishment of a one, two or three shift system under this Article does not affect the Company's ability to continue to operate regular Day Work Conditions as specified in Article 13.000 or Long Shift Conditions as specified in Article 15.000 for other employees so assigned.

- 14.103 Each shift employee must be scheduled for three (3) consecutive work days and may be scheduled for five (5) or seven (7) days per week, except that when Saturdays or Sundays are worked they shall be paid at applicable overtime rates.
- 14.104 Should the shift be cancelled prior to completion of the three (3) consecutive work days, affected employees will be paid at applicable overtime rates for all hours worked outside the regular work day, as specified in 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) or ten (10) hours for eight (8) or ten (10) hours pay.
- 14.202 Employees working a shift except as outlined in 14.201 shall be paid a shift premium as of August 13, 2023 at \$3.50, August 1, 2024 at \$3.75, per hour for all hours worked before 12:00 a.m. (midnight) and shall be paid a shift premium as of August 13, 2023 at \$3.50, August 1, 2024 at \$3.75, per hour for all hours worked after 12:00 a.m. (midnight) including shifts worked on scheduled days off, Saturdays, Sundays and Statutory Holidays.
- 14.203 A one half hour lunch period with pay will be allowed during each eight (8) or ten (10) hour shift.
- 14.204 For purposes of this Agreement, Saturday begins at 8:00 a.m. Saturday and Sunday ends at 8:00 a.m. Monday.
- 14.300 All time worked before or after the established work day of eight (8) or ten (10) hours, Monday through Friday, and all time worked on Saturdays, Sundays and recognized holidays, as listed in Article 18.000 of the Agreement shall be paid for at overtime rates as follows:
- 14.301 Short Term Maintenance & Long Term Maintenance
- Refer to Article 13.201
- 14.302 Four (4) Ten (10) Hour Day Option
- When the four (4) ten (10) hour day option is being worked, all hours in excess of ten (10) hours on any of the four (4) days will be paid at doubletime (2). When the Monday or Friday is worked, the first ten (10) hours will be at time and one-half (1-½) and all hours in excess of ten (10) hours will be at doubletime (2). The first ten (10) hours on Saturdays will be paid at time and one half (1 ½)
- 14.400 Overtime meals on short shift conditions are as follows:
- 14.401 When an employee is requested to work overtime, and the employee works more than 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 4 hour intervals as possible.
- 14.402 When foremen are required to arrive at work up to ½ hour prior to the normal starting time of the shift to organize work and obtain permits, they shall not be entitled to a meal or meal break as per Article 14.401 unless they work more than 2 hours beyond the end of their normal shift.

- 14.403 The second meal break will normally be 6:30 p.m. and subsequent meal breaks each 4 hours after the conclusion of each 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 14.600 below, such employees will be given twenty four hours advance notice and if less than twenty four hours advance notice is given, the first shift worked on the new schedule will be paid at time and one half the straight time hourly rate.
- 14.505 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 dollars (\$30.00) as a meal allowance.
 - (ii) a payment of thirty (30) minutes at straight time rates in lieu of the meal break.
 - (iii) a fifteen (15) minute rest break at the applicable rate of pay.
- Where a camp is provided, employees will not receive the thirty dollars (\$30.00) meal allowance where they are able to receive a camp meal at the end of their shift.
- 14.600 When shift schedules are being revised to return the employee to their normal work schedule, the twenty four hours advance notice requirement of 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 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 8 hour break or rest period does not allow them to return to work at the normal starting time, the provisions of Article 20.307 on minimum pay and reporting time apply.

ARTICLE 15.000 LONG SHIFT CONDITIONS

(Long-Term Maintenance Only)

- 15.100 A 'Long' shift system may be established when it is intended to operate the shift in excess of sixty calendar days. 'Long' shifts may be established on a eight (8) or ten (10) hour per day work week arrangement pursuant to Article 13.100
- 15.101 Shift employees may be scheduled on a one shift basis: days, afternoons, midnights; two shift basis: days afternoons, afternoons midnights, midnights days, or on a three shift basis. Each shift employee must be scheduled for three consecutive work days and may be scheduled for four, when working the four (4) ten (10) hour option, five or seven days per week.

- 15.102 The establishment of a one, two or three shift system under this Article shall not affect the Company's ability to continue to operate regular "Day Work Conditions" as specified in Article 13.000, or "Short Shift Conditions" as specified in Article 14.000, for those employees so assigned.
- 15.103 The above employees are those who are assigned to a scheduled shift unit which will run for a minimum period of sixty days and will be scheduled to cover continuous plant operation for five days or seven days per week.
- 15.104 Employees engaged under the long shift conditions must complete sixty days on shift except that when an employee is replaced within the shift for any reason (temporarily or permanently) both the replaced employee and the replacing employee shall be considered as the same for determining pay conditions under this Article.
- 15.105 In the event that the sixty (60) day conditions are not met, pay conditions will be adjusted to pay conditions for short shifts.
- 15.200 The above employees will have two (2) consecutive days off per week in lieu of Saturday and Sunday.
- 15.300 When shift schedules are to be changed such employees will be given twenty four hours advance notice and if less than twenty four hours advance notice is given the first shift worked on the new schedule will be paid at time and one half the straight time hourly rates.
- 15.400 Shift premium will be as of August 13, 2023 at \$3.50, August 1, 2024 at \$3.75, per hour for afternoon shift and as of August 13, 2023 at \$3.50, August 1, 2024 at \$3.75, per hour for midnight shift.
- 15.500 The standard work day shall be eight (8) or ten (10) hours of continuous employment including lunch period. No shift employee shall leave duty until relieved at their regular place of work without the permission of their supervisor.
- 15.501 Long Shift Overtime
- The first two (2) hours worked in excess of eight (8) in any given twenty four (24) hour period will be paid for at time and one half (1 ½) the basic hourly day rate.
- All time worked after the first two (2) hours in any given twenty four (24) hour period and all time worked on the first and second scheduled day off shall be paid at double (2) the basic hourly rate after the first hour.
- 15.501.1 When working the four (4) ten (10) hour option see Article 14.302 for payment provisions.
- 15.502 In no case shall overtime rates exceed double the hourly rate shown on the attached sheet.
- 15.600 Payment for Statutory Holidays as listed in Article 18.000 of this Agreement, shall be subject to the following:
- 15.601 Payment for the Statutory Holidays, as listed in Article 18.000 of this Agreement, shall be in accordance with attached schedule.
- 15.602 All time worked on Statutory Holidays as listed in Article 18.000 of the Agreement shall be paid at the applicable overtime rate, but in no case shall overtime rates exceed double the hourly day rate shown on the attached schedule.

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

ARTICLE 16.000 STARTING TIME AND QUITTING TIME CONDITIONS

- 16.100 After notifying the Unions in writing, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard workday 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.

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

ARTICLE 17.000 COMPRESSED WORK WEEK CONDITIONS

(Long-Term Maintenance Only)

- 17.100 A "Compressed Work Week" system may be established when it is intended to operate the system in excess of fourteen (14) calendar days. The system may be arranged to cover continuous plant operation for seven days per week.
- 17.101 Employees engaged under the Compressed Work Week shift conditions must complete fourteen (14) days on shift except that when an employee is replaced within the shift for any reason (temporarily or permanently) both the replaced employee and the replacing employee shall be considered as the same for determining pay conditions under this Article.
- 17.102 In the event that the fourteen (14) day conditions are not met, pay conditions will be adjusted to pay eight (8) hours per day Monday through Friday at the straight time hourly rate, plus applicable shift premium per Clause 14.202, and all hours worked after the eight (8) hours per day, Monday through Friday and all hours worked on Saturday and Sunday at the applicable overtime rates.
- 17.102.1 When an employee is transferred from one Compressed Work Week schedule to another Compressed Work Week schedule and either schedule does not last fourteen (14) days, pay conditions will be adjusted in accordance with Clause 17.102 for that cycle.
- 17.103 It is understood that Compressed Work Week Schedules A through S have been established and such schedules may be reactivated without approval of the Unions (see attached Appendix "A").
- 17.104 When a compressed work week schedule has not been established as noted in Clause 17.103, such schedules must be mutually agreed to between the Unions and the Company.

The Company may request that any new shift, once established, be added to the schedules referred to in Clause 17.103.

- 17.200 The standard work day shall be up to twelve (12) hours of continuous employment including lunch breaks except those breaks provided for in Clause 17.506.
- 17.300 a) All overtime worked in excess of a regularly scheduled twelve, ten or eight hour shift and all hours worked on regularly scheduled days off shall be paid at overtime rates in accordance with Clause 12.102.
- Time and one half (1½) will be paid for the first ten (10) hours on the first scheduled day off. All other overtime hours will be paid at double-time (2).
- b) All hours worked on statutory holidays will be paid at double-time (2) in accordance with compressed work week rates.
- 17.400 Payment for statutory holidays, as listed in Article 18.000 of this Agreement, shall be subject to the following:
- 17.401 A Compressed Work Week shift schedule will not be cancelled and reinstated within a cycle if the intention is to avoid payment for statutory holidays. If this occurs all time worked on the first cycle after reinstatement up to a maximum of fourteen (14) days will be in accordance with Article 13.000 Day Work Conditions.
- 17.402 Recognizing that Compressed Work Week employees receive statutory holiday pay based upon eight (8) hour days and on occasion Compressed Work Week employees may be required to take a statutory holiday off which involves more than the contemplated eight (8) hour shift. In such cases, the employee will receive compensation for those hours above the eight (8) hours contemplated under a statutory holiday when the employee does not work.
- 17.403 When a Statutory Holiday falls on an Earned Day Off (EDO) it will be observed for that employee on their first regular scheduled work day.
- 17.500 Rates for Compressed Work Week Schedules will be determined on the following basis:
- 17.501 The compressed work week rate is the rate calculated by adding the compressed work week overtime rate and the compressed work week shift premium where applicable.
- 17.502 Determination of premiums for compressed work week rates will be calculated as follows:
- 17.503 Compressed Work Week Shift Premiums
- i) Number of hours on shift per cycle x number of cycles per year = NUMBER OF HOURS ON SHIFT PER YEAR.
- ii) Number of hours on shift per year x shift premium = TOTAL SHIFT PREMIUM.
- iii) Total shift premium divided by the number of hours in a standard year = SHIFT PREMIUM PER HOUR.
- iv) The shift premium on all compressed work week night shifts will be two dollars and fifty cents (\$2.50) per hour for all hours worked on shift.
- 17.504 Compressed Work Week Overtime Rate

- i) Number of hours per cycle x number of cycles per year = NUMBER OF ACTUAL HOURS PER YEAR.
 - ii) Number of actual hours per year minus number of hours in a standard year = NUMBER OF OVERTIME HOURS PER YEAR.
 - iii) Number of overtime hours per year x overtime premium x long term rate = TOTAL OVERTIME DOLLARS.
 - iv) Standard hours per year x long term rate plus total overtime dollars (divided by the actual hours of work per year) = COMPRESSED WORK WEEK OVERTIME RATE.
- 17.505
- i) A year is defined as 364 days (52 x 7).
 - ii) A standard year is 2,080 hours (52 x 40).
 - iii) Total hours per cycle is defined as the sum of the hours worked on all days in cycle.
 - iv) Number of cycles = NUMBER OF DAYS IN A CYCLE DIVIDED INTO 364.
 - v) Number of hours on shift per cycle = SUM OF THE HOURS WORKED ON ALL AFTERNOON OR NIGHT SHIFTS DURING A CYCLE.
 - vi) A cycle is defined as the number of days, including scheduled days off, before the schedule repeats itself.
- 17.506 The midday lunch period of ½ hour on workdays of ten hours or less between the hours of 7:30 a.m. and 7:30 p.m. will be unpaid.
- 17.507 On twelve hour shifts when working in conjunction with the client's personnel the breaks provided will be the same as those scheduled for the client working the same compressed work week schedule in the area. In all other instances there shall be two (2) one half hour meal breaks per twelve hour shift.
- 17.508 The establishment of a shift system under this Agreement shall not affect the Company's ability to continue to operate regular "Day Work Conditions" as specified in Article 13.000, "Short Shift Conditions" as specified in Article 14.000, or "Long Shift Conditions" as specified in Article 15.000, for those employees so assigned.
- 17.509 It is the Company's prerogative to transfer employees to other conditions of the Agreement subject to proper payment under the new conditions.
- 17.510 Shift changes from Day Work Conditions to Compressed Work Week:
- 17.510.1
- i) If an employee has started work during a normal work week Monday through Sunday, is then changed to a Compressed Work Week schedule and not given the required earned days off, they shall be paid straight time for the first 40 hours worked in the week at the applicable rate and overtime thereafter until the completion of the normal work week.
 - ii) If an employee has started work during a normal work week Monday through Sunday, is then changed to a Compressed Work Week schedule and given the required earned days off, they

shall be paid straight time for all scheduled hours worked on the new Compressed Work Week shift.

17.510.2 An employee will be given 24 hours advance notice prior to the start of their new shift and if not then they shall be paid their first shift at double-time.

17.510.3 If an employee is given greater than the normal two (2) earned days off on their regular schedule due to having their shift changed to a Compressed Work Week schedule, they shall be paid straight time for those hours in excess of the earned days off they would have otherwise worked if the shift had not been changed.

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

17.511.1 An employee will be given 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.

17.511.2 If an employee loses time on their initial Compressed Work Week schedule due to having their Compressed Work Week schedule changed to a new Compressed Work Week schedule, they shall be paid for those hours they would have worked on their initial schedule up to the start of their new schedule.

In no case will missed hours be paid if the employee works forty or more straight time hours in the calendar week. If less than forty 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.

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

17.511.4 Earned days off on a Compressed Work Week are days which are scheduled as regular days off and are earned when regular scheduled consecutive work days immediately preceding have been worked.

If a fraction of the regular work days are worked the same fraction of the immediately following regular days off are earned. Any fraction of a day shall be considered one day when calculating earned days off.

When an employee is transferred to a different shift schedule all scheduled days off which have been earned must be given to the employee prior to the start of their new schedule. If earned days off are worked they shall be considered overtime and paid the applicable overtime rate as per Article 13.000 Day Work Conditions.

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

17.512.1 An employee will be given 24 hours advance notice prior to the start of their new shift and if not then they shall be paid their first shift at double-time.

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

ARTICLE 18.000 STATUTORY HOLIDAYS

18.100 The following days will constitute the recognized holidays within the terms of this Agreement. Any other holiday proclaimed by either Provincial or Federal Government will be automatically recognized within the Agreement.

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

18.200 Should any of the above listed holidays occur on a Saturday or Sunday, such holiday shall be observed on the preceding Friday or on the Monday. However, should the Owner determine another day be recognized for their operating personnel this day will be recognized by the Company forces.

The National Day for Truth and Reconciliation shall be observed on the day it falls and will not be moved for observance when the holiday falls outside of an Employee's regular work week. The National Day for Truth and Reconciliation is the only holiday that this practice applies to.

18.201 When the four (4) ten (10) hour day option is being worked and a Holiday falls during the normal work week the maximum of thirty (30) hours per week shall form the basis of maximum straight time.

18.202 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 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 it will be observed on the day it falls.

When working the four (4) x ten (10) hour work week Monday to Thursday and the recognized holiday falls on the Friday it will be moved to the preceding Thursday. Thursday is the double time day and Friday is the time and one-half day. If the holiday falls on 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 maintenance, the overriding factor is harmonizing statutory holidays with in-plant workers. Should the owner determine another day be recognized for its people, this day will be recognized by company forces

Employers will post the date to be observed no later than seven (7) days prior to the holiday.

ARTICLE 19.000 VACATION ALLOWANCE

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

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

-up to nine (9) years' service - six (6) percent;

-more than nine (9) years and up to fifteen (15) years of service - eight (8) percent;

-more than fifteen (15) years' service - ten (10) percent.

ARTICLE 20.000 MINIMUM PAY AND REPORTING TIME

20.100 Inclement Weather

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

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

(a) Circumstances affecting safety and efficiency of the work.

(b) Determine degree of urgency of job continuation.

(c) Determine number and skills of tradespeople required to perform the work commensurate with the urgency established.

(d) Determine and arrange protection for safe efficient performance of the work as required by urgency and inclement condition.

20.102 The Foreman and Shop Steward will then advise the tradespeople of the circumstance, provisions being made for their safety and protection and arrange for the necessary tradespeople to proceed with assignments.

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

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

20.105 Subject to above Section 20.500 of the Agreement shall be applied.

- 20.106 When an employee reports to work and cannot work because of inclement weather they shall be paid three (3) hours reporting time and the employee must remain on the job for the two hour period unless otherwise instructed by the Company Supervisor.
- 20.200 Work Not Available
- The following conditions apply:
- 20.201 When an employee reports to work and is not given the opportunity to work because none is available or was not advised before the completion of the previous day's work, they shall be paid three (3) hours reporting time and allowed to leave the job immediately.
- 20.202 If an employee has started to work on their regular shift they shall be paid not less than four (4) hours pay. When the employee works more than four hours but less than eight hours on their regular shift they shall be paid a minimum of eight (8) hours pay.
- 20.300 Conditions for Call Ins of employees will be as follows:
- 20.301 When an employee is called in to work they shall be paid a minimum of three (3) hours pay at double (2) the basic hourly rate along with one (1) hour straight time. The one (1) hour will be paid for each separate call-in to the site.
- 20.302 Employees will receive a minimum of three (3) hours pay plus the one (1) hour straight time payment for all Call Ins regardless of time or duration except that total call in pay within a given 8 hour period will not exceed normal overtime pay for that 8 hour period.
- 20.303 "Call In" pay will be applicable to each call extended to an employee except that total call in pay within a given eight hour period shall not exceed normal overtime pay for that period.
- 20.304 Call Ins which immediately precede and become continuous with regular work day will be paid as follows:
- (i) Minimum of two and one half (2½) hours at double the basic rate.
 - (ii) Overtime rate for any hours worked in excess of two and one half (2½) hours up to starting time of employee's regular work day.
 - (iii) At normal starting time of employee's regular work day pay shall revert to appropriate pay for that day.
- 20.305
- (i) When a tradesperson is advised prior to completion of a shift or work day or provided eight (8) hours' notice after completion of a shift or work day, to report early for succeeding shift or work day, such work is not considered "Call-In", but will be paid at the applicable overtime rate without regard to minimum pay.
 - (ii) When a tradesperson is advised prior to completion of a shift or work day or provided eight (8) hours' notice after completion of a shift or work day, to report back and does report for work, at a specific time between shifts or on a scheduled day off, such work is not considered "Call-In" but will be paid the minimum payment noted in Article 20.301.

- 20.306 It is not intended that an employee shall work more than 16 hours in any given twenty four hour period, therefore, it should be established that a tradesperson must have at least eight continuous hours off between regular shifts or they will be paid overtime rates for all hours worked in excess of first eight, until such time as the tradesperson does have 8 continuous hours off.
- This shall be established as a Project Rule and it shall be the Supervisor's responsibility to verify the returning time with any employee working in excess of 16 hours or returning between shifts on "Call Ins" to ascertain that the employee does receive the 8 hours off or is paid correctly.
- 20.307 It is the intent of this clause that no employee shall lose pay on a normal shift due to taking the required eight (8) hour break.
- 20.400 Subject to the above, it shall be the Company's prerogative to decide whether work shall be stopped during a day of work.
- 20.500 If an employee stops work for reasons of their own, and without the approval of the Company, they shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.
- 20.600 Conditions for employees on Stand by Duty on scheduled days off will be as follows:
- 20.601 Whenever an employee is scheduled for stand by duty they will be reimbursed with two hours pay at double-time for each period of duty. Each stand by period will not exceed twenty four consecutive hours, and not more than three consecutive stand by periods will be permitted. Stand by duty means that an employee agrees to be available on call during the period. The names of persons on standby duty will be posted.

ARTICLE 21.000 TRAVEL

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

ARTICLE 22.000 MIXED CREWS

- 22.100 It is recognized by the parties to this Agreement that the work covered at times requires the use of mixed crews. Where this becomes necessary, the Unions agree to cooperate with the Company in every respect in order that the work be conducted in a most expedient manner.
- 22.200 In the event that an emergency arises which would not warrant the "Call In" of other tradespeople or others could not be reached, the Company shall have the right to assign those on the project to such emergency work as is necessary. The Company agrees that in such cases, it will have due regard where practicable to Union jurisdiction.
- 22.300 Conditions for emergency work are as follows:
- 22.301 A mixed crew under the terms of this Agreement shall be any group of employees up to and including the entire maintenance force signatory to this Agreement necessary to meet the emergency situation without regard to classification or craft for that period only.

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

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

ARTICLE 23.000 SUPERVISION

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

ARTICLE 24.000 TOOL ROOMS

24.100 The Company and the Unions agree that it shall be the Owner's prerogative to maintain and operate a general centrally located tool room and warehouse. The Unions agree that the manpower required for the operation of the centrally located tool room and warehouse may at the Owner's option be employed directly by them.

24.200 If it is the intention of the Company to establish area tool rooms and warehouses as required for efficient service in the plant, these area tool rooms and warehouses will be manned under the terms of this Agreement.

ARTICLE 25.000 FIRST AID, SAFETY AND PROTECTIVE CLOTHING

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

25.200 Safety The employees covered by the terms of this Agreement shall at all times while in the employ of the Company be bound by the Safety Rules and Regulations as established by the Company and the Owner. These rules and regulations are to be published at conspicuous places throughout the plant. The Company will provide to the employees, such items of safety equipment and apparel as required by these Safety Rules and Regulations.

25.300 Protective clothing for employees will be as follows:

25.301 The Company on request will issue up to 2 pairs of coveralls to Long-Term employees each 12 months. Cleaning of these coveralls will be the responsibility of the Company. All such clothing when issued by the Company will be worn during on-the-job activity, will remain Company property and must be returned before leaving the jobsite. Rules and regulations governing the issue, cleaning and return of such clothing will be published at a conspicuous location on the job.

25.302 The Company accepts the responsibility to provide coveralls and all necessary protective clothing required for working conditions which are exceptional or would lead to speedier deterioration of personal clothing, than under normal or usually accepted working conditions.

- 25.303 The Company will provide a separate area for employees to remove and store coveralls, work clothing etc. prior to entering lunch rooms.
- 25.400 All workers and all other personnel of the parties to this agreement assigned to the Project shall be certified in Safety Orientation. Safety Orientation shall consist of three parts:
- Part 1 The CODC interactive Rights and Responsibilities Course;
 - Part 2 The Vicom Safe-T-Disc CSTS course or equivalent, and
 - Part 3 Project Specific Training. Workers being dispatched to the project must have obtained certification in Part 1 and Part 2.
- It is understood that in sourcing trades people during peak periods may require some additional flexibility related to Safety Orientation Certification. Such unique situations will be reviewed with the appropriate union officials and a mutually agreeable exemption will be granted for a specific duration of time for Travel Cards and Permit Holders who have not obtained such certification.
- 25.500 The Parties that maintenance employees who have completed twelve (12) months of service with the Employer will be entitled to a work boot allowance of two hundred dollars (\$200.00). Subsequent payments will be made to the affected employee(s) after every additional twelve (12) months of service. Payment of the work boot allowance to existing employees upon the individual's established anniversary date of hire on record with the Employer.
- 25.600 All Employers signatory to this agreement commit to support the Canadian Safety Achievement Awards (CS2A) program through the submission of nominations annually.

ARTICLE 26.000 PROJECT RULES

- 26.100 Local Union Business Representatives should encourage all members to give Employers a permanent mailing address and the name and address of "next of kin" for notice purposes.
- 26.200 It is recognized that in an operation of this kind, the Company and the Unions have interests in the rules governing the performance of the work under this contract. It is agreed that such project rules and regulations will be prepared and distributed among the tradespeople on the job by the Company, provided such rules do not conflict with or contravene terms of this Agreement.
- 26.300 It is agreed by the Unions that all of the employees covered by this Agreement shall be made aware of these project rules and regulations by the Company at the time of their hire and that they shall be bound by them throughout the duration of their employment.
- 26.400 It is further agreed that violation of these project rules and regulations is direct and just cause for disciplinary action, including discharge subject to Article 7.000, Grievance Procedure.

ARTICLE 27.000 PERIODIC CONFERENCE

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

ARTICLE 28.000 WORK STOPPAGES

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

ARTICLE 29.000 ADMINISTRATION FUND

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

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

29.200 **Maintenance Contractors Association**

The Parties recognize the formation by the Employers of the "Association of Maintenance Contractors of Canada" (AMCC) and agrees to deal with the said Association as the sole and exclusive agent of the Employers who are members thereof in the administration of a common Collective Agreement. The Association will not have bargaining authority to negotiate on behalf of any of the said Employers on an individual or collective basis.

Funding

Each Contractor working under the terms of this Collective Agreement shall contribute ten (10) cents for every hour worked by each employee covered by this Collective Agreement to the AMCC into the appropriate name of a specific fund/plan on or before the 15th day of the month following the month for which the contributions are owed. Such amounts (the "Industry Fund Contribution") shall be used as the Contractor's contribution towards the cost for the administration of the association and collective agreement. It is understood that the Industry Fund Contribution is in addition to the rates and other conditions of this Collective Agreement. The Industry Fund Contribution amount may be revised from time to time upon notice from the AMCC.

ARTICLE 30.000 MANAGEMENT CLAUSE

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

ARTICLE 31.000 DURATION OF AGREEMENT

31.100 The duration of the Agreement will be two (2) years August 13, 2023, to June 30, 2025 and shall continue from year to year thereafter unless notice of desire to negotiate changes or termination is given by either party at least sixty days (60) prior to such anniversary date. Changes by mutual consent of the parties are not excluded during the lifetime of this agreement.

ARTICLE 32.000 ELECTRONIC SIGNATURE

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

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

Signed this 13th day of August 2023

FOR AND ON BEHALF OF THE *SIGNATORY EMPLOYERS:*

Mosaic Canada Group of Plant Sites

CAM INDUSTRIAL SOLUTIONS

Yara Belle Plaine Inc.

CLEARWATER ENERGY SERVICES LP

FOR AND ON BEHALF OF THE *UNIONS*:

VICE PRESIDENT

International Association of Heat & Frost Insulators & Allied Workers

GENERAL PRESIDENT

Labourers International Union of North America

GENERAL PRESIDENT

International Union of Operating Engineers

DIRECTOR OF CANADIAN AFFAIRS

International Union of Bricklayers & Allied Craft Workers

GENERAL PRESIDENT

International Union of Painters and Allied Trades

GENERAL PRESIDENT

United Brotherhood of Carpenters & Joiners of America

DIRECTOR OF CANADIAN AFFAIRS

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

VICE PRESIDENT

Operative Plasterers & Cement Masons International Association

GENERAL PRESIDENT

International Brotherhood of Teamsters

GENERAL PRESIDENT

International Brotherhood of Electrical Workers

GENERAL VICE PRESIDENT

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

DIRECTOR OF CANADIAN AFFAIRS

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

EXAMPLES SECTION

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

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

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

- (1) The employee must have 8 continuous hours off in the 24 hour period immediately preceding 8:00 a.m. Monday morning.
- (2) The employee should not work more than 16 hours without an 8 hour break.

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

CASE II An employee should not work more than 16 hours and must take an 8 hour break before continuing work. Therefore, an employee called in at 7:00 p.m. Sunday could work until 11:00 a.m. Monday, 16 hours. The employee would be paid doubletime from 7:00 p.m. until 8:00 a.m. The employee would revert to straight time at 8:00 a.m., until 11:00 a.m. The employee would then be sent home at 11:00 a.m. and paid 8 hours for Monday (8:00 a.m. to 4:30 p.m.). Employees working long call ins that approach regular starting time on Monday, should be given the option of remaining at work and taking advantage of the 16 hour rule. In other words, it is unfair to send the employee home at 7:00 a.m. after working 10 hours, and expect 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. The employee would be instructed to take an 8 hour break and report at 10:00 a.m. Monday and be paid for the day at straight time, as the employee did not have a continuous 8 hour break in the 24 hour period from 8:00 a.m. Sunday to 8:00 a.m. Monday.

APPENDIX A

COMPRESSED WORK WEEK-SCHEDULES A THROUGH S

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 2080
- (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

XIII 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, 8 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

XIV SCHEDULE 'R'

- (a) Alternating days and nights
- (b) Four (4) twelve 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

XV SCHEDULE 'S'

- (a) Straight days
- (b) Eight (8) hour shifts; ten (10) days on;
four (4) days off; five (5) days on;
two (2) days off; five (5) days on;
two (2) days off.
- (c) Number of hours on shift = 0
- (d) Twenty-eight (28) day cycle
- (e) Number of hours per cycle = 240
- (f) Number of overtime hours = 0

APPENDIX B

OTHER ITEMS AND UNDERSTANDING

- 1) The Employer is required to hold two (2) meetings per year to discuss all maintenance activities on site and invite both International and Local Union Representatives.

APPENDIX C

ADMINISTRATION FUND

In accordance with Article 29.100, the Employer and all Sub-Contractors to this agreement shall pay ten cents (\$0.10) per hour earned into the Administration Fund of the General Presidents' Maintenance Committee for Canada.

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

Remittances to the General Presidents' Maintenance Committee for Canada must include an additional 15% (HST) to be remitted along with the General Presidents' Maintenance Committee for Canada monthly remittances.

NOTICE TO CONTRACTORS

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

General Presidents' Maintenance Committee for Canada

447 Frederick Street, Suite 100

Kitchener, Ontario

N2H 2P4

APPENDIX D

9/80 WORK WEEK SCHEDULE ALTERATION

The following work week is approved as an option to the existing work week provisions at Mosaic Belle Plaine. The work week averages to 40 hours straight time over a two week period and is generally known as the 9/80 schedule. It is intended for on-going work and does not operate in major shutdown situations.

1) The Work Week

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

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

Articles 13.500 and 14.400 are amended to provide that employees working the 9/80 schedule and assigned to work overtime on an integrated basis with Mosaic/Yara employees will have the time of their overtime meal break harmonized with those in-plant employees they are working with.

2) Overtime to be Paid as Follows

Week 1 Time and one half (1 ½) for the first two (2) hours worked before or after the regular nine (9) or eight (8) hour work day Monday to Friday – Double time will be paid thereafter.

Week 2 Time and one half (1 ½) for the first ten (10) hours worked on the scheduled Friday off.

3) In Chart Form for Clarity

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Mon	
Regular Hours	9	9	9	9	8			9	9	9	9				
Days Off						OFF	OFF					OFF	OFF	OFF	
Overtime Payments	2 HRS 1 ½	2 HRS 1 ½	2 HRS 1 ½	2 HRS 1 ½	2 HRS 1 ½	10 HRS 1 ½	DT	DT	DT	DT	DT	10 HRS 1 ½	10 HRS 1 ½	DT	
Total Regular Hours	44 HRS							36 HRS							

4) Clarifications

- Total regular hours for a two-week period are 80.
- If a Statutory Holiday falls on a Friday earned day off it will typically be observed on the following Monday, however, the holiday may be observed on the preceding Thursday to align with the client organization. If employees are asked to work on the Monday or Thursday they will be paid at applicable overtime rates.

- It should be noted that employees working more than 10 hours are entitled to an overtime meal and break at the 10 hour mark pursuant to the overtime meal articles in the agreement.
- The modified work schedule will revert to the standard GPA conditions for major shutdown work.
- If an employee has just completed a 44-hour work week and is transferred to another department that is starting a 44-hour work week, the employee will be paid applicable overtime if they are requested to work the Friday.
- If an employee has just completed a 36-hour work week and is transferred to a department that is starting another 36-hour work week, then only 36 regular hours will be accumulated. There is no commitment to working employee 40 regular hours for this week.
- If employees are transferred to another department mid-week, then their current shift schedule needs to be maintained e.g., 4 x 10 to 9/80, the 4 x 10 schedule would need to be maintained and vice-versa.
- If employees are transferred to an alternate schedule for longer than 1-week duration they will need to be transferred to the new schedule in order to align with current overtime conditions.

**Memorandum of Understanding
Between**

**The Saskatchewan Provincial Building and Construction Trades Council (SPBCTC)
The General President's Maintenance Committee (GPMC)
Jacobs Industrial Services Ltd (Jacobs)**

And

**FHQTC Developments Ltd.
(FHQD)**

Whereas the parties named in this Memorandum of Understanding agree to enter into an association for mutual benefit to facilitate the development of projects, opportunities and other business entities identified by the parties.

Whereas all parties are prepared to demonstrate commitment to these projects and are recognized for their contributions.

Therefore in consideration of the mutual promises and covenants hereinafter set forth the Parties mutually agree as follows:

1. NEGOTIATION OF AGREEMENT

1.1 The Parties acknowledge and agree that in accordance with this Memorandum of Understanding they will develop an agreement with respect to part 2 of this Memorandum. Any Agreement between the Parties is subject to, and conditional upon those negotiations and execution of said agreement by the Parties.

2. INCREASING FIRST NATIONS CONTENT

2.1 The Projects identified in the Memorandum of Understanding will fall under the scope as presented by the GPMC.

2.2 The SPBCTC, the GPMC and Jacobs will partner with the FHQD with intent of increasing First Nations people participation in the trades.

2.3 The parties shall provide education with all parties with the intent of ensuring knowledge/respect/understanding is reflected in this agreement.(ie. Understanding Unions, First Nations Awareness etc.). Also, we will provide an opportunity of life long learning for First Nations people.

3. DURATION AND TERM OF THE MEMORANDUM

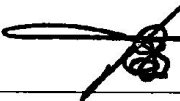
3.1 This Memorandum shall enter into force upon its signatures by the Parties and shall expire upon (60) day written notice by any of the parties hereto.

Saskatchewan Building Trades Council

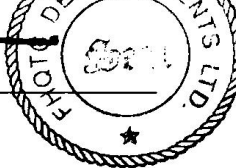


President

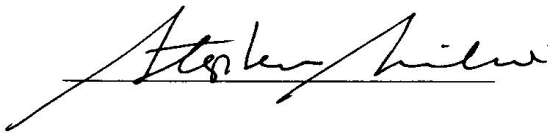
FHQTC Developments Ltd.



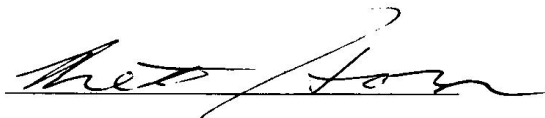
President



General President's Maintenance Committee



Jacobs Industrial Services Ltd



Dated this 30th day of May, 2011.

WAGE & BENEFIT SCHEDULE

General Presidents' Maintenance Committee

Article 12.000

SASKATCHEWAN

- 1) The following formula will be used for the determination of Long and Short Term Maintenance Rates and Benefits for the duration of the Agreement: **August 13, 2023 to June 30, 2025.**
 - I) Long Term Maintenance Base Rates and Short Term Maintenance Base Rates are set at \$0.75 less than Construction Base Rates.
 - II) 100% of appropriate fringe benefits will be paid for the duration of the Agreement.
- 2) Apprentice rates are calculated at the percentages provided in the Local Construction Agreement applied to Maintenance Journeyman base Rate. Appropriate skill premiums to be paid in accordance with past maintenance jobsite practice.
- 3) EMPLOYERS ARE RESPONSIBLE FOR OPERATING THEIR OWN PAYROLL IN AN ACCURATE AND TIMELY FASHION PURSUANT TO THE COLLECTIVE AGREEMENT WAGE FORMULA. APPROPRIATE UNION DUES DEDUCTIONS ARE TO BE MADE PURSUANT TO THE LOCAL AGREEMENTS.**
- 4) Pursuant to Article 29.000, Administration Fund, the General Presidents' Committee for Canada Admin Fund is set at ten cents (\$0.10) per hour earned.
- 5) The Employer agrees to make contributions to the CODC at a rate of \$0.06 per hour worked commencing September 3, 2006.
- 6) Management Association funds, discretionary funds and premium for high or low work, hazardous work, dirty work, acid work and other similar fringes are excluded from this Agreement. The contribution to the U.A. Canadian Training Trust Fund is required under this Agreement.