



COLLECTIVE AGREEMENT

BETWEEN

THE NATIONAL MAINTENANCE COUNCIL FOR CANADA

AND

ALL CONTRACTORS WORKING ON

**MAINTENANCE, REPAIR, REVAMP,
RENOVATION AND UPKEEP**

OF

**VARIOUS OPERATING FACILITIES
IN THE PROVINCE OF ALBERTA
AS AGREED BY THE COUNCIL
AND SPECIFIED IN APPENDIX 'C'**

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NATIONAL MAINTENANCE AGREEMENT

This Agreement is entered into this 1st day of January 2013

By and Between

Those Employers described in Appendix "B"

hereinafter referred to as the "**COMPANY**"

and

those International Unions who compose
THE NATIONAL MAINTENANCE COUNCIL

hereinafter referred to as the "**UNION**"

For the purpose of maintenance, repair, revamp, renovation and

upkeep work for

**VARIOUS OPERATING FACILITIES
IN THE PROVINCE OF ALBERTA
AS AGREED BY THE COUNCIL
AND SPECIFIED IN APPENDIX 'C'**

The Council is composed of the International Unions as listed in Appendix "A".

Whereas the Company is engaged in the business of plant maintenance (as defined in Article 5) 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 Council on behalf of its affiliates herein listed, with the Company, wish to enter into an agreement for their mutual benefit covering work of this nature.

Whereas the Member 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 Member Unions on maintenance 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 National Maintenance Council for Canada, wish to negotiate and administer the said Collective Agreement in concert, each with the other, and all with the Company.

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

Whereas the Company and the Council 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 regulations 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 now applicable. Nor shall it affect the operation of the remainder of the provisions of the Agreement within the limits to which law or regulation is not applicable.

Whereas the National Maintenance Council for Canada acknowledges and agrees to co-operate with any Contractors' Association that is or may be formed, whose mandate is to co-ordinate and harmonize the activities, functions and interests of the Employers signatory to this Agreement.

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 Maintenance Agreement be made as follows:

1.000 RECOGNITION:

1.100 The Bargaining Unit under this Agreement shall comprise all employees of the Company, coming under the jurisdiction of the Council Members signatory to this Agreement, now employed and employed in the future for maintenance work, (as defined in Article 5).

2.000 THE COMPANY AND THE UNIONS:

2.100 Recognize the Council as herein duly constituted for the purpose of bargaining collectively and administering this Agreement for the members of the affiliated Unions.

2.200 Agree to bargain collectively with the Council and to be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made pursuant thereto.

2.300 Agree that the jurisdiction recognized therein for each Union shall be the jurisdiction recognized by the AFL-CIO. Assignments will be made in accordance with the procedures established in the

Plan for the Settlement of Jurisdictional Disputes in the Construction Industry covering the U.S.A. and Canada. (The Green Book.)

3.000 **UNION SECURITY:**

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

3.200 The Company will co-operate with the Member 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 workers.

3.300 When any Member Union cannot supply qualified workers within forty-eight (48) hours of the date requested, (Saturday, Sunday and holidays excluded), then the Company may secure other qualified workers. The Company may immediately put them to work with direction to the workers that they are employed subject to union agreement of membership and/or replacement by union members and advise forthwith the appropriate Business Agent that the workers are on the job.

4.000 **SCOPE OF WORK:**

4.100 The scope of this Agreement covers all work of a maintenance nature (as defined in Article 5) assigned by the Owner to the Company and performed by the employees of the Company covered by this Agreement.

4.200 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.

4.300 All sub-contractors to the Company under this Agreement shall abide by the terms and conditions of this Agreement, and said sub-contractor(s) will recognize Article 3.000 as contained in this Agreement.

5.000 **DEFINITIONS:**

5.100 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 facility in order to increase production.

5.200 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.

5.300 The word "repair" used with 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.

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

5.500 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.

5.600 In the event a dispute arises as to whether a work operation is new work or work falling within the scope of this Agreement, the matter shall be referred to the National Maintenance Council for a final determination.

6.000 GRIEVANCES:

6.100 It is agreed that it is the spirit and intent of this Agreement to adjust grievances promptly. All grievances, including discharge for just cause, but not those pertaining to jurisdictional disputes that may arise on any work covered by this Agreement must be initiated within fifteen (15) working days of the incident by either the employee in Step 1 of the Local Union in Step 2 and shall be handled in the following manner:

6.101 Step 1: Between the aggrieved employee and/or their Steward and the Company supervisor.

6.102 Step 2: Between the aggrieved employee, their Steward and/or Local Union Business Representative and their Foreman, the Supervisor and the Project Manager. If settlement is not achieved at this step, the grievance must be presented in writing to the Company and to the International Representative of the Union involved.

The Company shall respond in writing within fifteen (15) working days from the date which the grievance was presented in writing to the Employer. If settlement cannot be reached at this step or if the Employer fails to respond in writing within the time limit specified, the Union may then proceed to the next step of the grievance procedure.

The Union must respond to the Company's grievance response within fifteen (15) working days of receipt. Timelines may be extended by mutual agreement.

- 6.103 Step 3: Between the International Union Representative and the Labour Relations Manager or the highest official of the Company.
- 6.104 Step 4: A hearing shall be conducted by a National Maintenance Agreement Council Committee of the Unions signatory to this Agreement with senior officials of the Company at a meeting to be held at the place of work or a mutually agreeable location.
- 6.105 Step 5: 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 a Signatory Union to this Agreement or the Company, to a Board of Arbitration for adjudication within ten (10) working days of the decision rendered by the National Maintenance Council Committee.

This Board shall consist of three (3) Arbitrators, one appointed by each party to this Agreement and the third, who shall act as Chairman, to be selected by the two so appointed. The party desiring arbitration shall appoint its Arbitrator and shall give notice in writing to the other party together with a written statement of the question to be arbitrated.

In the event that the other party does not appoint its Arbitrator within three (3) working days the appointment shall be made by the Minister of Labour for the Province of Alberta.

In the event the two Arbitrators appointed cannot within three (3) working days select a third Arbitrator who is willing to serve, the two Arbitrators shall jointly request the Minister of Labour of the Province of Alberta to designate the third Arbitrator who shall act as Chairman. This Board when selected or appointed will proceed as soon as practicable to examine into the dispute or grievance and on the basis of the facts, render its judgment. The majority or unanimous decision of the Board of Arbitration shall be final and binding and accepted by both parties for the duration of the Agreement.

In the event that a majority decision is not reached by the Board of Arbitration, the decision of the Chairman shall be deemed to be the decision of the Board and shall be final and binding and accepted by both parties for the duration of the Agreement.

The Arbitration Board shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, not to alter, modify or amend any part of this Agreement.

In arbitration proceedings, each party shall pay the expenses of its Arbitrator and the expenses of the Chairman shall be shared equally by the parties.

The Company shall provide the necessary facilities for the grievance meetings.

6.200 As an alternative to the provisions of Article 6.105, a single Arbitrator may be appointed by mutual agreement of the parties.

6.300 Grievance forms will be provided by the Company at the jobsite.

7.000 UNION REPRESENTATION:

7.100 The designated Union Representative of the Member Union shall be permitted to visit on the job after reporting to the senior Representative of the Company on the job, but will not interfere with the progress of the work.

7.200 Whenever security regulations prevent access to any job or project, the Company or its Representative, will give all possible assistance to the Union Representative in obtaining the necessary pass or permission to gain access to such job or project.

8.000 STEWARDS:

8.100 A Steward shall be a qualified worker appointed by a Member Union and confirmed in writing to the Company when designated as a Steward and also when ceasing to act as Steward. Duties shall be to deal with grievances and such matters normally handled by a Union Steward subject to the terms of this Agreement. When employees are laid-off, the steward shall receive a copy of the lay-off list immediately prior to the company advising the effected employees.

Upon mutual agreement and after consultation with the Company, the Union may appoint an alternate Steward(s) based upon the requirements of the site. Alternate Steward(s) have no protection from layoff.

8.200 The Job Steward shall not be discriminated against and shall receive their fair share of overtime work for which they is qualified. At lay-off, the Job Steward will be one of the last three (3) employees on the job, provided he is qualified to do the work at hand.

8.300 Prior to termination of a Steward for any reason, the Company will notify the Local Union Office.

9.000 WAGES:

9.100 Wage rates for maintenance work shall be \$0.75 per hour less than base rates set forth in the Area Labour Agreement of the Member Union where such work is to be performed and shall be paid to all employees under the terms of this agreement.

For projects that are located within a one hundred (100) radius kilometers of Ft. McMurray city hall, wage rates for maintenance shall be 100% of base rates set forth in the Area Labour Agreement.

Wages will be paid weekly by cheque or other legal tender by the end of the work day on Thursday.

If there is a second shift the weekly cheques will be distributed by the end of the work day Wednesday if available on site.

9.101 Employers will make appropriate contributions to CEFAP for those participating trades which have this provision in their Reference Collective Agreement.

9.102 Employers will make appropriate contributions to RSAP for those participating trades which have this provision in their Reference Collective Agreement

9.200 Employees who are laid off or terminated from the services of the Company shall normally receive their final wages, vacation pay due, and unemployment insurance record of earnings before they leave the jobsite.

9.300 It is recognized that there will be certain occasions when the above procedure is not possible. In these cases final wages, vacation pay due, and unemployment insurance record of earnings will be mailed to the employee's last recorded home address within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays. When electronic deposits are made, the final deposit and other termination document mailings must be made within four (4) working days, exclusive of Saturday, Sundays and Statutory Holidays, of the date of lay-off or termination.

9.400 Should wages and vacation pay earnings not be mailed or filed within this time period noted above, the Company will pay a penalty of \$100.00 per day, exclusive of Saturdays, Sundays and Statutory Holidays, until the mailing or filing is made.

9.500 Complaints/grievances with respect to non-receipt of final wages, vacation pay due and employment insurance record of earnings must be raised to the Company in a timely fashion, in any event, not more than ten (10) days, exclusive of Saturday, Sunday and Holidays, from date of lay-off/termination.

9.600 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 an adjustment on a subsequent pay date but not later than ten (10) days exclusive of Saturdays, Sundays and Statutory Holidays after notification of the shortage is received in writing and acknowledged by the Company.

Should this payment not be made within the allotted ten (10) days, the Company will pay the penalty amount noted in article 9.400 above from the date the issue was raised by the employee and received in writing and acknowledged by the Company.

10.000 BENEFITS AND OTHER MONETARY FUNDS:

10.100 Welfare Funds, Pension Funds, Apprentice Training Funds, Provincial Building Trades Fund and other Union Monetary Funds including Union Dues and Field Dues called for in the Area Labour Agreement(s) shall be paid in accordance with the said Labour Agreement(s).

10.200 The Company and all Sub-Contractors to this Agreement shall pay ten cents (\$0.10) per hour earned into an Administration Fund as approved by the National Maintenance Council for Canada and at the request of the participating International Union one other Industry Administration Fund per trade, not to exceed the current contribution rate listed in the appropriate reference agreement. The given amount will be specified in the individual trade appendix. Such Industry Administration Fund will be submitted to the appropriate Association.

11.000 COMPENSATION INSURANCE:

11.100 For all Employees covered by this Agreement, the Company shall provide Workers' Compensation and other protective insurance as may be required by law.

12.000 HOLIDAYS:

12.100 All time worked on the following holidays shall be paid at the rate of double time.

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday (1st Monday in August), Labour Day, Thanksgiving Day, Remembrance Day, Christmas and Boxing Day.

12.200 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 following unless changed by mutual agreement between the Company and the Union Representative.

12.201 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.

12.202 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.

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

In order to harmonize (client, multi-employer) observance on maintenance sites the employer may make a request to the National Maintenance Council within fourteen (14) days of the holiday to establish another day to be observed other than those noted above.

13.000 **REPORTING TIME:**

13.100 When an employee reports for work, unless previously advised there is no work available, they shall be entitled to two (2) hours pay at the appropriate day or shift rate. Should the employee start work or be required to wait at the jobsite, they shall be paid for hours worked or actual waiting time past the two (2) hours minimum.

14.000 **TRAVEL AND SUBSISTENCE:**

14.100 a) Daily Travel: On those projects that are located between forty-five (45) radius kilometers to one hundred and twenty (120) radius kilometers from Edmonton and/or Calgary City Hall(s) or other Hiring Hall locations, the company shall supply suitable transportation to and from the project and mutually agreed to pick-up points.

Alternatively, the company shall pay to each employee a transportation cost at the rate of fifty cents (\$0.50) per road kilometer for each day worked or reported for work, from the edge of the forty-five (45) radius kilometer free zone to the project and return. The transportation cost will be reviewed by the National Maintenance Council should there be general increases or reductions in the reference agreements.

- b) Accommodation Allowance: Subsistence will be paid or camp provided on projects which are more than one hundred and twenty (120) radius kilometers from the City Hall(s) of Edmonton and Calgary or other Hiring Hall locations.

Subsistence will be paid at a rate of one hundred dollars (\$110.00) per day worked or reported for. In the following areas, subsistence will be paid at a rate per day worked or reported for as noted:

Athabasca	\$140.00
Bonnyville	\$135.00
Calgary (05/06/2012) Boilermakers only	\$150.00
Camrose	\$120.00
Caroline	\$140.00
Canmore/Exshaw	\$155.00
Cold Lake	\$135.00
Drumheller	\$135.00
Edson	\$125.00
Empress	\$135.00
Forestburg	\$110.00
Fox Creek	\$125.00
Fort McMurray	\$195.00
Grande Prairie	\$130.00
Hanna	\$130.00
Hardisty	\$120.00
Hinton	\$135.00
Lloydminster	\$145.00
Peace River	\$150.00
Pincher Creek/Waterton	\$140.00
Red Deer	\$125.00
Stettler	\$120.00
Swan Hills	\$115.00
Wainwright	\$120.00
Whitecourt	\$130.00

These amounts will be reviewed by the National Maintenance Council should there be general increases or reductions in the reference agreements.

On sites which are four hundred and seventy-five (475) radius kilometers plus as noted above, subsistence will be paid on a seven (7) day per week basis. Forfeiture of subsistence allowance due to absenteeism may be waived if the reason for absence is acceptable to the employer.

On a subsistence project, employees not residing in the area where the project is located will be eligible to receive one additional day of subsistence for either the day before commencing work or the day after completing the work assignment, where the project is greater than two hundred (200) road kilometers from the City Hall(s) of Edmonton and Calgary, or other Hiring Hall locations. This payment will be made for the preceding or succeeding day where substantiated by verifiable proof that accommodation was used (i.e. receipt or registration verification).

Initial and terminal travel will be paid as follows from the above:

120-200 Radius Kilometers	\$84.00 each way,
200-300 Radius Kilometers	\$120.00 each way,
300-375 Radius Kilometers	\$144.00 each way,
375-475 Plus Radius Kilometers	\$216.00 each way, or actual airfare if suitable proof of air transport is provided to the employer.

Initial and Terminal travel for any project which falls within one-hundred (100) radius kilometers of Ft. McMurray city hall will be \$216.00.

No travel shall be payable under this Article if the Client provides transportation to the work site and return.

On jobs beyond the four hundred and seventy-five (475) radius kilometers initial and terminal travel amounts will be mutually agreed between the Union and the employer to a maximum of \$330.00 each way or airfare if suitable proof of air transport is provided to the employer.

Initial and terminal travel amounts will be reviewed by the National Maintenance Council should there be general increases or reductions in the reference agreements.

Initial travel amounts will be paid after fifteen (15) calendar days on the job or at lay-off. Terminal travel will be paid at lay-off. Employees who quit or are terminated for cause prior to the entitlement payment of either initial or terminal amounts are not entitled to any travel payments outstanding.

14.200 On a subsistence project, employees residing in the area where the project is located will not be eligible for Accommodation Allowance and initial/terminal travel but will receive daily travel payments pursuant to Article 14.100 (a) if they reside outside a forty-five (45) radius kilometer free zone around the project.

14.300 On a subsistence project, employees domiciled outside a forty-five (45) radius kilometer zone around the job will be provided transportation to and from the job or paid fifty cents (\$0.50) per road kilometer for each day worked or reported for work, from the edge of the free zone to the temporary domicile and return. Subsequent amounts will be governed by the provisions of Article

14.100 a). In Ft. McMurray, subsistence employees will be provided transportation to and from the job site as per current arrangements under the Agreement - Appendix 'C'.

15.000 WORK BREAKS:

15.100 It is agreed that all employees covered by this agreement are to receive two (2) rest or coffee breaks of ten (10) minutes on the job in the area or areas designated by the Company. Each break shall be established by the employer in each eight (8) hour shift. It is, however, understood that this shall be done in such a manner as to not stop the necessary operation of the job.

Where a scheduled ten (10) hour day is established the rest or coffee breaks will be two (2) breaks of fifteen (15) minutes each.

16.000 WORK HOURS PER DAY, OVERTIME AND OVERTIME MEAL BREAKS:

16.100 Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday to Friday inclusive, shall constitute a week's work. The regular starting time shall be eight (8) o'clock a.m., and the regular quitting time shall be four-thirty (4:30) o'clock p.m. Start times may be staggered two (2) hours between 7:00 a.m. and 9:00 a.m. as job conditions warrant.

As an option, ten (10) hours per day, Monday to Thursday or Tuesday to Friday may be worked at straight time. The ten (10) hour system must operate for a minimum period of four (4) consecutive days before it is established as the regular hours of work. Once established it becomes the regular hours of work for those so assigned.

When establishing a four (4) day ten (10) hour work week, the employer will advise the affected local union office that a four (4) day ten (10) hour option is in place and declare if it is a Monday to Thursday, or Tuesday to Friday work pattern.

Where a multi trade project is scheduled under the four (4) ten (10) hour shift system and an employer secures short term work that may not provide for forty (40) hours of work, all hours worked shall be paid for in keeping with the provisions applicable to the four (4) ten (10) hour shift.

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

Employees working an afternoon shift defined as a shift starting after 9:00 a.m. and before 9:00 p.m. shall receive a shift premium of three dollars (\$3.00) per hour for all hours worked. This amount will be increased after April 31, 2011 should there be increases in the reference agreements.

Employees working a midnight shift defined as a shift starting between 9:00 p.m. and 2:00 a.m. shall receive a shift premium of three dollars (\$3.00) per hour for all hours worked. This amount will be increased after April 31, 2011 should there be increases in the reference agreements.

Employers may opt to establish 3 shift 24 hour coverage with no overlap under the following conditions. Employees working day shift will work 8 hours for 8 hours pay. Employees working afternoon shift will work 7.5 hours for 8 hours pay and employees working midnight shift will work 7 hours for 8 hours pay. Hourly shift premiums as established for afternoon and midnight shift will not be paid for employees working under these conditions.

The mid-shift lunch break will be of one half (1/2) hour in duration and will be unpaid.

Where employees are requested to take a shift change, as much notice as possible will be given. If eight (8) hours notice is not provided then all regular hours worked on the first shift on the new schedule will be paid at time and one-half (1-1/2).

16.300 All time worked before and 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 12.000 of the Agreement shall be paid for at overtime rates as follows:

- 16.301 - Time and one-half (1-1/2) - first 2 hours Monday through Friday.
- Double-time (2) after the first 2 hours Monday through Friday, and all hours on Saturdays, Sundays and Statutory Holidays.

- 16.302 Four Ten 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 double-time (2). When the Monday or Friday is worked, the first ten (10) hours will be at time and one-half (1-1/2) and all hours in excess of ten (10) hours will be at double-time (2).

16.400 Employees shall be at their posts prepared to start work at the regular starting time.

16.500 Outside of the limits established in Article 16.100, by mutual consent of the Company and the Council, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard work day of eight (8) or ten (10) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

16.600

Overtime Meal Breaks: When an employee works beyond ten (10) hours per day he shall be entitled to a meal break and a meal supplied by the Company. The meal break will be provided after ten (10) hours of work and subsequent meal breaks each four (4) hours thereafter. However, it will be the prerogative of the Company in conjunction with the Job Steward to arrange meal breaks for efficiency and convenience of the job.

When the four ten hour day option is worked, recognizing emergency situations will arise, if the Company has not scheduled in excess of the ten (10) hour shift, the Company shall be granted a one (1) hour extension where a meal and meal break are not required.

When an employee works Scheduled Overtime (work performed on Saturdays, Sundays and Holidays) he shall be entitled to a meal break when overtime work exceeds ten (10) hours.

When an employee works Short Notice Emergency Call-Out Overtime (overtime work performed other than continuous with the regular work day or Scheduled overtime) he shall be entitled to a meal break when overtime work exceeds four (4) hours.

Entitlement to subsequent meal breaks will occur at approximately four (4) hour intervals during continuing overtime. No entitlement shall occur at the conclusion of overtime.

All overtime meal breaks will be thirty (30) minutes in duration and will be paid for at straight time rates. However, in calculating entitlement to a meal, the thirty (30) minute break shall not count as overtime work.

16.601 When foremen are required to:

- 1) Start up to one (1) hour earlier, or
- 2) Finish up to one (1) hour later, or
- 3) Start up to one-half (1/2) hour earlier and finish up to one-half (1/2) hour later than the foreman's crews, for the purposes of organizing work, obtaining permits or facilitating a transition to another shift, the foreman shall not be entitled to a meal or meal break as per Clause 16.600 unless those provisions are applicable to the rest of the crew.

16.602 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 forty dollars (\$40.00) as a meal allowance.
- (ii) a payment of thirty (30) minutes at straight time rates in lieu of the meal break: and
- (iii) a fifteen (15) minute rest break at the applicable rate of pay.

Where a camp is provided, employees will not receive the forty dollars (\$40.00) meal allowance where they are able to receive a camp meal at the end of their shift.

16.700 Subject to Article 16.100 on the establishment of a four (4) ten (10) hour day system, any provisions regarding minimum number of days to establish afternoon or midnight shifts are not applicable under this Agreement.

16.800 Employees called out between regular shifts will be entitled to a minimum of two (2) hours pay at the applicable overtime rate for actual hours worked whichever is greater.

16.900 It is not intended that an employee shall work more than sixteen (16) hours in any given twenty-four (24) hour period therefore it is established that the employee must have eight (8) continuous hours off between regular shifts or he will be paid overtime rates for all hours worked in excess of the first eight (8) until such times as he does have eight (8) continuous hours off.
Time spent in site indoctrination sessions will not be counted as hours of work for the purposes of calculation of the sixteen (16) or eight (8) hours as noted above except when indoctrination is included as part of the regular work day.

17.000 SAFETY:

17.100 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 Owner, Company, applicable Council Member Labour Agreement and applicable Provincial or Federal Regulations, Acts and Laws.

17.200 The Company will provide to the employees, such items of safety equipment as required by these Safety Rules and Regulations. The Company accepts 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.

17.300 The company will provide a separate area for employees to remove and store coveralls, work clothing etc., prior to entering lunch rooms.

18:000 APPRENTICES:

18.100 The Council and Member Unions agree that the needs of plant maintenance may warrant differing apprentice ratios than those established. The Company and the Council Affiliates, therefore, agree to negotiate such ratios from time to time as the conditions warrant.

19.000 HIRING AND TRANSFER OF WORKERS:

19.100 The Company agrees to hire and or transfer workers where work is being performed or is to be performed in accordance with the procedures established in the Local Area Labour Agreement by each Council affiliate or as amended in the attached trade appendix. In reference to the 48 hour rule, Article 3.300 applies.

19.200 As a minimum, within the geographical area of each Council affiliate, the Employer shall have the right to transfer foremen between plant locations or to where work is being performed.

19.300 On subsistence projects, as described in Article 14.100 (b), local residents will be given priority of employment provided such resident meets the following criteria:

19.301 A local resident is a person who has resided within one hundred (100) radius kilometers of the project for at least six (6) months immediately preceding the date of hire.

19.302 An employee's residence is the place where he permanently maintains a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which he resides.

Original Documents (not photo copies) are required for proof of residence. These will be verified by the employer, copied and returned. Two (2) of the following are acceptable:

- Income Tax Assessment
- Property Tax Assessment
- Unemployment Insurance
- Utilities Receipt

19.303 The Union will undertake to dispatch qualified persons for employment in the following sequence:

- (i) qualified union members who are local residents;
- (ii) qualified union members residing outside of the local area.

20.000 CREW SIZE, SUPERVISION AND FOREMEN:

20.100 The crew size shall be any number of workers required to safely perform the work and shall be increased or decreased at the discretion of the Company.

20.200 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.

21.000 LOCKOUT AND WORK STOPPAGE:

21.100 There shall be no lockout by the Company, and no work stoppages by the Union.

21.200 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:

21.201 Should a work stoppage occur in negotiating the local agreement, the employees of the affected unions will be paid the appropriately adjusted wage rate and benefits 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.

21.202 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 and benefits negotiated in the new agreement on the effective date of the new wage rate. This is to ensure against any work stoppage on this project which would be caused by a breakdown of local negotiations.

21.300 It is agreed the work force in effect on any site will not be employed on work that is affected as a result of a Building Trades construction strike or lockout.

22.000 MANAGEMENT CLAUSE:

22.100 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 judgment the spirit and intent of this Agreement has been violated.

23.000 TRADE CO-OPERATION:

23.100 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 or mixed crews may be formed where conditions warrant. It is understood that all employees will work together harmoniously as a group and as directed by the Company.

24.000 DURATION AND TERMINATION OF AGREEMENT:

24.100 This Agreement shall become effective January 1, 2013 and will remain in full force and effect until December 31, 2015 and from year to year thereafter unless written notice to terminate or modify the Agreement is filed by either party at least sixty (60) days prior to the expiry date.

24.200 Amendments may be made at any time by mutual consent.

24.300 The National Maintenance Council may, upon application from Employers, agree to amend portions of this Agreement in order to meet the needs of specific projects or industry sectors or regions. The Council will establish a Standing Sub-Committee to receive and review such requests.

APPROVED AND AGREED BY THOSE SIGNATORY UNIONS ON APPENDIX 'A'
ATTACHED HERETO AND THOSE EMPLOYERS SIGNATORY AND LISTED ON
APPENDIX 'B' ATTACHED HERETO.

**NATIONAL MAINTENANCE AGREEMENT, ALBERTA
TRADE APPENDIX
ARTICLES 9.000, 10.000, AND 19.100**

- 1) The following formula will be used for the determination of Long and Short Term Maintenance Base Rates and Benefits for the duration of the Agreement- January 1, 2013- December 31, 2015.
 - I) Maintenance Base Rates will be set at \$.75 under construction base rates plus 100% of appropriate benefits
 - II) For Ft. McMurray Projects only, Long & Short Term Maintenance Base Rates will be set at 100% of Construction Base Rates plus 100% of appropriate benefits
- 2) Apprentice rates are calculated at the percentages provided in the Local Construction Agreement applied to Maintenance Journeyman Rate. Appropriate skill premiums to be paid in accordance with past maintenance jobsite practice.
- 3) Benefit Code Calculation:
 - B Calculated on straight time and overtime hours worked.
 - C Calculated on total hours paid.
 - D Calculated on total wages.
- 4) These Wage Schedules are designed as a basic Labour Relations document to demonstrate the formula and approach taken to wage and benefit calculation in the National Maintenance Agreement. EMPLOYERS ARE RESPONSIBLE FOR OPERATING THEIR OWN PAYROLL IN AN ACCURATE AND TIMELY FASHION PURSUANT TO THE COLLECTIVE AGREEMENT WAGE AND BENEFIT FORMULA. APPROPRIATE UNION DUES DEDUCTIONS ARE TO BE MADE PURSUANT TO THE LOCAL AGREEMENTS.
- 5) Deductions payable to the Alberta Building Trades Council are made under this Agreement.

**NATIONAL MAINTENANCE AGREEMENT, ALBERTA
TRADE APPENDIX
ARTICLES 9.000, 10.000, AND 19.100**

AREA: PROVINCIAL, ALBERTA
TRADE: BOILERMAKERS - LOCAL 146

MAINTENANCE RATES AND BENEFITS

BASE RATES					BENEFITS									
DATE	JOUR	PUSH	FORE	GEN FORE	VAC STAT D	HLTH WLFR C	PENS C	APPR C	EDUC C	UN PRO C	NAT TRNG C	BCA ADMIN B	CEFAP B	NMC C
(Excluding Ft. McMurray)					CODE									
05/01/2011	39.48	42.63	44.98	46.98	6%4%	2.25	9.00	0.10	0.50	0.15	0.21	0.12	0.04	0.10
05/06/2012	40.21	43.36	45.71	47.71	6%4%	2.25	9.00	0.10	0.50	0.15	0.26	0.25	0.06	0.10
11/04/2012	40.96	44.11	46.46	48.46	6%4%	2.25	9.00	0.10	0.50	0.15	0.26	0.25	0.00	0.10
(Ft. McMurray Only)														
05/01/2011	40.23	43.38	45.73	47.73	6%4%	2.25	9.00	0.10	0.50	0.15	0.21	0.12	0.04	0.10
05/06/2012	40.96	44.11	46.46	48.46	6%4%	2.25	9.00	0.10	0.50	0.15	0.26	0.25	0.06	0.10
11/04/2012	41.71	44.86	47.21	49.21	6%4%	2.25	9.00	0.10	0.50	0.15	0.26	0.25	0.00	0.10

1. Employer contributions to the Rapid Site Access Program (RSAP) are payable under this Agreement.
2. Effective November 1, 2009 employer contributions of \$0.40 per craft hour worked is payable to ACTIMS on the following projects:
Shell Albion, Ft. McMurray, Shell Canada Ltd., Scotford Complex, Syncrude Canada, Ft. McMurray. Effective February 1, 2010
Suncor, Main Site, Ft. McMurray

ARTICLE 19.100 - TRANSFER PROVISION:

(NOTE: NAME HIRE PROVISIONS REMAIN UNCHANGED AND ARE SET OUT IN THE LOCAL AREA FIELD CONSTRUCTION AGREEMENT)

Pursuant to Article 19.100 the following transfer ratio shall apply to all work covered under the Agreement. Maintenance transfers shall be conducted in the following manner:

- A.) The company may transfer the first fifteen (15) employees. The next fifteen (15) employees shall be direct dispatches. Employees may be transferred on a one to one basis thereafter. Example one (1) transfer - one (1) direct dispatch and so on.
- B.) Lay-offs should be in the reverse sequence.
- C.) It is recognized that there may be situations in which the transfer ratio may be impractical or is found to work a hardship for the contractor in securing work in certain plant(s) in which case the ratio may be modified by the mutual consent of the Union and the Contractor. It is understood and agreed that where mutual agreement for change cannot be achieved, the request shall not be subject to either grievance or arbitration.
- D.) It is understood and agreed that the selection and appointment of General Foreman, Foreman, and Assistant Foreman is solely the responsibility of the Company. General Foreman, Foreman, and Assistant Foreman are outside of the Transfer Ratio.

DURATION OF MAINTENANCE AGREEMENT: January 1, 2013 - December 31, 2015

NMA-AB. 2013-2015

PUBLICATION DATE: January 9, 2009, REVISED: November 28, 2012

**NATIONAL MAINTENANCE AGREEMENT, ALBERTA
TRADE APPENDIX
ARTICLES 9.000, 10.000, AND 19.100**

AREA: PROVINCIAL, ALBERTA
TRADE: CARPENTERS - LOCALS 1325, 2103

MAINTENANCE RATES AND BENEFITS

BASE RATES						BENEFITS						
DATE	JOUR	PUSH	FORE	GEN FORE	VAC STAT	HLTH WLFR	PENS	APPR	TRNG	OTHER	CEFAP	NMC
(Excluding Ft. McMurray)					CODE	D	B	C	B	B	B	C
05/01/2011	37.88		42.38	44.38		6%4%	1.40	6.60	0.55		0.04	0.10
05/06/2012	38.61		43.11	45.11		6%4%	1.40	6.60	0.55		0.06	0.10
11/04/2012	39.29		43.79	45.79		6%4%	1.40	6.60	0.55		0.04	0.10
(Ft. McMurray Only)												
05/01/2011	38.63		43.13	45.13		6%4%	1.40	6.60	0.55		0.04	0.10
05/06/2012	39.36		43.86	45.86		6%4%	1.40	6.60	0.55		0.06	0.10
11/04/2012	40.04		44.54	46.54		6%4%	1.40	6.60	0.55		0.04	0.10

1. Employer contributions to the Rapid Site Access Program (RSAP) are payable under this Agreement.
2. Effective November 1, 2009 employer contributions of \$0.40 per craft hour worked is payable to ACTIMS on the following projects:
Shell Albian, Ft. McMurray, Shell Canada Ltd., Scotford Complex, Syncrude Canada, Ft. McMurray. Effective February 1, 2010
Suncor, Main Site, Ft. McMurray
3. CEFAP contribution increased to \$0.04 effective December 1, 2012.

DURATION OF MAINTENANCE AGREEMENT: January 1, 2013 - December 31, 2015

**NATIONAL MAINTENANCE AGREEMENT, ALBERTA
TRADE APPENDIX
ARTICLES 9.000, 10.000, AND 19.100**

AREA: PROVINCIAL, ALBERTA
TRADE: CEMENT MASONS- LOCALS 222

MAINTENANCE RATES AND BENEFITS

BASE RATES					BENEFITS							
DATE	JOUR	PUSH	FORE	GEN FORE	VAC STAT	HLTH WLFR	PENS	APPR	TRNG	OTHER	CEFAP	NMC
(Excluding Ft. McMurray)					CODE	D	B	C	B	B	B	C
05/01/2011	39.01		43.51			6%4%	1.00	5.00		0.35	0.04	0.10
05/06/2012	39.29		43.79			6%4%	1.25	5.25		0.35	0.06	0.10
11/04/2012	39.59		44.09			6%4%	1.40	5.50		0.35	0.04	0.10
(Ft. McMurray Only)												
05/01/2011	39.76		44.26			6%4%	1.00	5.00		0.35	0.04	0.10
05/06/2012	40.04		44.54			6%4%	1.25	5.25		0.35	0.06	0.10
11/04/2012	40.34		44.84			6%4%	1.40	5.50		0.35	0.04	0.10

1. Employer contributions to the Rapid Site Access Program (RSAP) are payable under this Agreement.
2. Effective November 1, 2009 employer contributions of \$.40 per craft hour worked is payable to ACTIMS on the following projects:
Shell Albian, Ft. McMurray, Shell Canada Ltd., Scotford Complex, Syncrude Canada, Ft. McMurray. Effective February 1, 2010
Suncor, Main Site, Ft. McMurray
3. CEFAP contribution increased to \$0.04 effective December 1, 2012.

DURATION OF MAINTENANCE AGREEMENT: January 1, 2013 - December 31, 2015

**NATIONAL MAINTENANCE AGREEMENT, ALBERTA
TRADE APPENDIX
ARTICLES 9.000, 10.000, AND 19.100**

AREA: PROVINCIAL, ALBERTA
TRADE: PLASTERERS - LOCAL 222

MAINTENANCE RATES AND BENEFITS

BASE RATES				BENEFITS										
DATE	JOUR	PUSH	FORE	GEN FORE	VAC STAT	HLTH WLFR	PENS	TRNG	EDUC	TOOLS	MRKT REC.F.	CEFAP	NMC	
(Excluding Ft. McMurray)				CODE	D	B	C	B	B	B	C	B	C	
05/22/2011	39.35		43.29		6%4%	1.00	5.00	0.60					0.10	
05/06/2012	39.62		43.58		6%4%	1.25	5.25	0.60					0.10	
11/04/2012	39.93		43.92		6%4%	1.40	5.50	0.60					0.10	
(Ft. McMurray Only)														
05/22/2011	40.10		44.11		6%4%	1.00	5.00	0.60					0.10	
05/06/2012	40.37		44.41		6%4%	1.25	5.25	0.60					0.10	
11/04/2012	40.68		44.75		6%4%	1.40	5.50	0.60					0.10	

1. Employer contributions to the Rapid Site Access Program (RSAP) are payable under this Agreement.
2. Effective November 1, 2009 employer contributions of \$0.40 per craft hour worked is payable to ACTIMS on the following projects:
Shell Albian, Ft. McMurray, Shell Canada Ltd., Scotford Complex, Syncrude Canada, Ft. McMurray. Effective February 1, 2010
Suncor, Main Site, Ft. McMurray

DURATION OF MAINTENANCE AGREEMENT: January 1, 2013 - December 31, 2015

**NATIONAL MAINTENANCE AGREEMENT, ALBERTA
TRADE APPENDIX
ARTICLES 9.000, 10.000 AND 19.100**

AREA: PROVINCIAL, ALBERTA
TRADE: ELECTRICIANS - LOCAL 424

MAINTENANCE RATES AND BENEFITS

BASE RATES					BENEFITS									
DATE	JOUR	PUSH	FORE	GEN FORE	VAC STAT	HLTH WLFR	PENS	APPR	EDUC	TOOLS	MRF	CEFAP	NMC	
(Excluding Ft. McMurray)					CODE	D	B	B	B	B	C	B	C	
05/01/2011	43.59	47.08	51.00	54.49		6%4%	1.92	5.50	0.40				0.10	
05/06/2012	44.09	47.62	51.59	55.11		6%4%	1.92	5.76	0.40				0.10	
11/04/2012	44.62	48.19	52.21	55.78		6%4%	1.92	6.00	0.40				0.10	
(Ft. McMurray Only)														
05/01/2011	44.34	47.89	51.88	55.43		6%4%	1.92	5.50	0.40				0.10	
05/06/2012	44.84	48.43	52.46	56.05		6%4%	1.92	5.76	0.40				0.10	
11/04/2012	45.37	49.00	53.08	56.71		6%4%	1.92	6.00	0.40				0.10	

- Employer contributions to the Rapid Site Access Program (RSAP) are payable under this Agreement.
- Effective November 1, 2009 employer contributions of \$0.40 per craft hour worked is payable to ACTIMS on the following projects:
Shell Albian, Ft. McMurray, Shell Canada Ltd., Scotford Complex, Syncrude Canada, Ft. McMurray. Effective February 1, 2010
Suncor, Main Site, Ft. McMurray.

Notes

- Please see reference agreement for additional RRSP payment when applicable.

DURATION OF MAINTENANCE AGREEMENT: January 1, 2013 - December 31, 2015

**NATIONAL MAINTENANCE AGREEMENT, ALBERTA
TRADE APPENDIX
ARTICLES 9.000, 10.000, AND 19.1000**

AREA: PROVINCIAL, ALBERTA
TRADE: INSULATORS - LOCALS 110

MAINTENANCE RATES AND BENEFITS

BASE RATES				BENEFITS									
DATE	JOUR	PUSH	FORE	GEN FORE	VAC STAT	HLTH WLFR	PENS	APPR	TRNG	MRF	CEFAP	NMC	
(Excluding Ft. McMurray)				CODE	D	B	C		B	B	B	C	
07/31/2011	40.19		45.28		6%4%	1.50	5.00		0.25	0.50	0.04	0.10	
05/06/2012	40.19		45.28		6%4%	1.50	5.81		0.25	0.50	0.06	0.10	
11/04/2012	40.88		45.97		6%4%	1.50	5.81		0.25	0.50	0.04	0.10	
(Ft. McMurray Only)													
07/31/2011	40.94		46.03		6%4%	1.50	5.00		0.25	0.50	0.04	0.10	
05/06/2012	40.94		46.03		6%4%	1.50	5.81		0.25	0.50	0.06	0.10	
11/04/2012	41.63		46.72		6%4%	1.50	5.81		0.25	0.50	0.04	0.10	

1. Employer contributions to the Rapid Site Access Program (RSAP) are payable under this Agreement.
2. Effective November 1, 2009 employer contributions of \$0.40 per craft hour worked is payable to ACTIMS on the following projects:
Shell Albian, Ft. McMurray, Shell Canada Ltd., Scotford Complex, Syncrude Canada, Ft. McMurray. Effective February 1, 2010
Suncor, Main Site, Ft. McMurray
3. CEFAP contribution increased to \$0.04 effective December 1, 2012.

DURATION OF MAINTENANCE AGREEMENT: January 1, 2013 - December 31, 2015

**NATIONAL MAINTENANCE AGREEMENT, ALBERTA
TRADE APPENDIX
ARTICLES 9.000, 10.000 AND 19.100**

AREA: PROVINCIAL, ALBERTA

TRADE: IRON WORKERS (STRUCTURAL) - LOCALS 720 & 725

MAINTENANCE RATES AND BENEFITS

BASE RATES						BENEFITS						
DATE	JOUR	PUSH	FORE	GEN FORE	VAC STAT	HLTH WLFR	PENS	APPR	EDUC	OTHER	CEFAP	NMC
(Excluding Ft. McMurray)						CODE	D	C	C	B	B	C
10/02/2011	39.31		44.81		6%4%	2.25	6.25	0.60			0.04	0.10
05/06/2012	39.82		45.32		6%4%	2.40	6.25	0.70			0.06	0.10
11/04/2012	40.12		45.62		6%4%	2.50	6.50	0.80			0.04	0.10
(Ft. McMurray Only)												
10/02/2011	40.06		45.56		6%4%	2.25	6.25	0.60			0.04	0.10
05/06/2012	40.57		46.07		6%4%	2.40	6.25	0.70			0.06	0.10
11/04/2012	40.87		46.37		6%4%	2.50	6.50	0.80			0.04	0.10

1. Employer contributions to the Rapid Site Access Program (RSAP) are payable under this Agreement.
2. Effective November 1, 2009 employer contributions of \$0.40 per craft hour worked is payable to ACTIMS on the following projects:
Shell Albian, Ft. McMurray, Shell Canada Ltd., Scotford Complex, Syncrude Canada, Ft. McMurray. Effective February 1, 2010
Suncor, Main Site, Ft. McMurray
3. CEFAP contribution increased to \$0.04 effective December 1, 2012.

DURATION OF MAINTENANCE AGREEMENT: January 1, 2013 - December 31, 2015

**NATIONAL MAINTENANCE AGREEMENT, ALBERTA
TRADE APPENDIX
ARTICLES 9.000, 10.000, AND 19.100**

AREA: PROVINCIAL, ALBERTA

TRADE: IRON WORKERS (REBAR) - LOCALS 720 & 725

MAINTENANCE RATES AND BENEFITS

BASE RATES				BENEFITS									
DATE	JOUR	PUSH	FORE	GEN FORE	VAC STAT	HLTH WLFR	PENS	APPR	TRNG	OTHER	CEFAP	GL	NMC
(Excluding Ft. McMurray)				CODE	D	B	B		B	B	B		C
10/02/2011	36.16	37.97	39.78		6%3.6%	1.80	5.25		0.40		0.04	0.15	0.10
05/06/2012	36.67	38.50	40.34		6%3.6%	1.95	5.25		0.50		0.06	0.15	0.10
11/04/2012	36.90	38.75	40.59		6%3.6%	2.05	5.50		0.60		0.04	0.15	0.10
(Ft. McMurray Only)													
10/02/2011	36.91	38.76	40.60		6%3.6%	1.80	5.25		0.40		0.04	0.15	0.10
05/06/2012	37.42	39.29	41.16		6%3.6%	1.95	5.25		0.50		0.06	0.15	0.10
11/04/2012	37.65	39.53	41.42		6%3.6%	2.05	5.50		0.60		0.04	0.15	0.10

1. Employer contributions to the Rapid Site Access Program (RSAP) are payable under this Agreement.
2. Effective November 1, 2009 employer contributions of \$0.40 per craft hour worked is payable to ACTIMS on the following projects:
Shell Albian, Ft. McMurray, Shell Canada Ltd., Scotford Complex, Syncrude Canada, Ft. McMurray. Effective February 1, 2010
Suncor, Main Site, Ft. McMurray
3. CEFAP contribution increased to \$0.04 effective December 1, 2012.

DURATION OF MAINTENANCE AGREEMENT: January 1, 2013 - December 31, 2015

**NATIONAL MAINTENANCE AGREEMENT, ALBERTA
TRADE APPENDIX
ARTICLES 9.000, 10.000, AND 19.100**

AREA: PROVINCIAL, ALBERTA
TRADE: LABOURERS - LOCALS 92 & 1111

MAINTENANCE RATES AND BENEFITS

BASE RATES					BENEFITS							
DATE	JOUR	PUSH	FORE	GEN FORE	VAC STAT	HLTH WLFR	PENS	APPR	TRNG	OTHER	CEFAP	NMC
(Excluding Ft. McMurray)					CODE	D	B	C	B	B	B	C
05/01/2011	32.95		36.25			6%4%	1.60	4.25	0.45		0.04	0.10
05/06/2012	32.95		36.25			6%4%	1.60	5.06	0.45		0.06	0.10
11/04/2012	33.52		36.87			6%4%	1.60	5.06	0.45		0.04	0.10
(Ft. McMurray Only)												
05/01/2011	33.70		37.07			6%4%	1.60	4.25	0.45		0.04	0.10
05/06/2012	33.70		37.07			6%4%	1.60	5.06	0.45		0.06	0.10
11/04/2012	34.27		37.70			6%4%	1.60	5.06	0.45		0.04	0.10

- Employer contributions to the Rapid Site Access Program (RSAP) are payable under this Agreement.
- Effective November 1, 2009 employer contributions of \$0.40 per craft hour worked is payable to ACTIMS on the following projects:
Shell Albian, Ft. McMurray, Shell Canada Ltd., Scotford Complex, Syncrude Canada, Ft. McMurray. Effective February 1, 2010
Suncor, Main Site, Ft. McMurray
- CEFAP contribution increased to \$0.04 effective December 1, 2012.

Notes

- Certified Labour Rate described above.
- See Local Agreement for Other Classifications and Uncertified Rate

DURATION OF MAINTENANCE AGREEMENT: January 1, 2013 - December 31, 2015

**NATIONAL MAINTENANCE AGREEMENT, ALBERTA
TRADE APPENDIX
ARTICLES 9.000, 10.000, AND 19.100**

AREA: PROVINCIAL, ALBERTA
TRADE: MILLWRIGHTS - LOCAL 1460

MAINTENANCE RATES AND BENEFITS

BASE RATES					BENEFITS							
DATE	JOUR	PUSH	FORE	GEN FORE	VAC STAT	HLTH WLFR	PENS	APPR	TRNG	OTHER	CEFAP	NMC
(Excluding Ft. McMurray)					CODE	D	B	C	B	B	B	C
05/01/2011	41.63		47.13	49.13		6%4%	2.50	6.50		0.50	0.04	0.10
05/06/2012	42.37		47.87	49.87		6%4%	2.50	6.50		0.50	0.06	0.10
11/04/2012	43.11		48.61	50.61		6%4%	2.00	7.00		0.50	0.04	0.10
(Ft. McMurray Only)												
05/01/2011	42.38		47.88	49.88		6%4%	2.50	6.50		0.50	0.04	0.10
05/06/2012	43.12		48.62	50.62		6%4%	2.50	6.50		0.50	0.06	0.10
11/04/2012	43.86		49.36	51.36		6%4%	2.00	7.00		0.50	0.04	0.10

1. Employer contributions to the Rapid Site Access Program (RSAP) are payable under this Agreement.
2. Effective November 1, 2009 employer contributions of \$0.40 per craft hour worked is payable to ACTIMS on the following projects:
Shell Albion, Ft. McMurray, Shell Canada Ltd., Scotford Complex, Syncrude Canada, Ft. McMurray. Effective February 1, 2010
Suncor, Main Site, Ft. McMurray
3. CEFAP contribution increased to \$0.04 effective December 1, 2012.

DURATION OF MAINTENANCE AGREEMENT: January 1, 2013 - December 31, 2015

**NATIONAL MAINTENANCE AGREEMENT, ALBERTA
TRADE APPENDIX
ARTICLES 9.000, 10.000, AND 19.100**

AREA: PROVINCIAL, ALBERTA
TRADE: OPERATING ENGINEERS - LOCAL 955

MAINTENANCE RATES AND BENEFITS

BASE RATES					BENEFITS							
DATE	JOUR	PUSH	FORE	GEN FORE	VAC STAT	HLTH WLFR	PENS	APPR	TRNG	OTHER	CEFAP	NMC
(Excluding Ft. McMurray)					CODE	D	B	C	B	B	B	C
05/01/2011	40.94	44.94	46.19	47.94		6%4%	2.00	4.50	0.40		0.04	0.10
05/06/2012	41.68	45.68	46.93	48.68		6%4%	2.00	4.50	0.40		0.06	0.10
11/04/2012	42.15	46.15	47.40	49.15		6%4%	2.00	4.75	0.40		0.04	0.10
(Ft. McMurray Only)												
05/01/2011	41.69	45.69	46.94	48.69		6%4%	2.00	4.50	0.40		0.04	0.10
05/06/2012	42.43	46.43	47.68	49.43		6%4%	2.00	4.50	0.40		0.06	0.10
11/04/2012	42.90	46.90	48.15	49.90		6%4%	2.00	4.75	0.40		0.04	0.10

- Employer contributions to the Rapid Site Access Program (RSAP) are payable under this Agreement.
- Effective November 1, 2009 employer contributions of \$0.40 per craft hour worked is payable to ACTIMS on the following projects:
Shell Albion, Ft. McMurray, Shell Canada Ltd., Scotford Complex, Syncrude Canada, Ft. McMurray. Effective February 1, 2010
Suncor, Main Site, Ft. McMurray
- CEFAP contribution increased to \$0.04 effective December 1, 2012.

Notes

- Rate displayed is Group 1 Rate. For other classifications the maintenance rate calculation is to be as Journeyman Base Rate in the Local Construction Agreement. See the Local Construction Agreement for appropriate tonnage premiums to be applied to base rates.

DURATION OF MAINTENANCE AGREEMENT: January 1, 2013- December 31, 2015

**NATIONAL MAINTENANCE AGREEMENT, ALBERTA
TRADE APPENDIX
ARTICLES 9.000, 10.000, AND 19.100**

AREA: PROVINCIAL, ALBERTA
TRADE: PAINTERS - LOCAL 177

MAINTENANCE RATES AND BENEFITS

BASE RATES					BENEFITS							
DATE	JOUR	PUSH	FORE	GEN FORE	VAC STAT D	HLTH WLFR B	PENS B	APPR	EDUC	JTB B	CEFAP B	NMC C
(Excluding Ft. McMurray)					CODE							
11/01/2011	39.72		43.69	47.66		6%4%	1.75	4.00		0.65		0.10
05/06/2012	40.23		44.25	48.28		6%4%	1.75	4.00		0.65		0.10
11/04/2012	40.66		44.73	48.79		6%4%	1.75	4.00		0.65		0.10
(Ft. McMurray Only)												
11/01/2011	40.47		44.52	48.56		6%4%	1.75	4.00		0.65		0.10
05/06/2012	40.98		45.08	49.18		6%4%	1.75	4.00		0.65		0.10
11/04/2012	41.41		45.55	49.69		6%4%	1.75	4.00		0.65		0.10

- Employer contributions to the Rapid Site Access Program (RSAP) are payable under this Agreement.
- Effective November 1, 2009 employer contributions of \$0.40 per craft hour worked is payable to ACTIMS on the following projects:
Shell Albion, Ft. McMurray, Shell Canada Ltd., Scotford Complex, Syncrude Canada, Ft. McMurray. Effective February 1, 2010
Suncor, Main Site, Ft. McMurray

Notes

A. Spray and Sandblast -Tier 1 Foreman Rate Shown - see local agreement for Brush and Roll Rates

DURATION OF MAINTENANCE AGREEMENT: January 1, 2013 - December 31, 2015

**NATIONAL MAINTENANCE AGREEMENT, ALBERTA
TRADE APPENDIX
ARTICLES 9.000, 10.000, AND 19.100**

**AREA: EDMONTON, ALBERTA
TRADE: PIPEFITTERS- LOCAL 488**

MAINTENANCE RATES AND BENEFITS

BASE RATES					BENEFITS								
DATE	JOUR	PUSH	FORE	GEN FORE	VAC STAT	HLTH WLFR	PENS	EDUC	UA CTTF	SUP BNFTS	MMDF	CEFAP	NMC
(Excluding Ft. McMurray)					CODE	D	C	C	C	C	C	B	C
05/01/2011	41.54		47.04	49.04	6%4%	1.86	6.61	0.50	0.10	0.10	0.20	0.04	0.10
05/06/2012	42.28		47.78	49.78	6%4%	1.86	6.61	0.50	0.10	0.10	0.20	0.06	0.10
11/04/2012	43.02		48.52	50.52	6%4%	1.86	6.61	0.50	0.10	0.10	0.20	0.04	0.10
(Ft. McMurray Only)													
05/01/2011	42.29		47.79	49.79	6%4%	1.86	6.61	0.50	0.10	0.10	0.20	0.04	0.10
05/06/2012	43.03		48.53	50.53	6%4%	1.86	6.61	0.50	0.10	0.10	0.20	0.06	0.10
11/04/2012	43.77		49.27	51.27	6%4%	1.86	6.61	0.50	0.10	0.10	0.20	0.04	0.10

- Employer contributions to the Rapid Site Access Program (RSAP) are payable under this Agreement.
- Effective November 1, 2009 employer contributions of \$0.40 per craft hour worked is payable to ACTIMS on the following projects:
Shell Albian, Ft. McMurray, Shell Canada Ltd., Scotford Complex, Syncrude Canada, Ft. McMurray. Effective February 1, 2010
Suncor, Main Site, Ft. McMurray
- CEFAP contribution increased to \$0.04 effective December 1, 2012.
- Rates shown are for U.A. Journeyman Steam Fitter & B Pressure Welder. See local agreement for other classifications.

Notes

- Effective January 1, 2002, contributions to the U.A. C.T.T.F. increased to ten cents (\$0.10) per hour earned
- See Local Agreements for other classifications, Instrument Mechanic, Refrigeration etc.,

DURATION OF MAINTENANCE AGREEMENT: January 1, 2013 - December 31, 2015

**NATIONAL MAINTENANCE AGREEMENT, ALBERTA
TRADE APPENDIX
ARTICLES 9.000, 10.000, AND 19.100**

AREA: CALGARY, ALBERTA
TRADE: PIPEFITTERS- LOCAL 496

MAINTENANCE RATES AND BENEFITS

BASE RATES					BENEFITS									
DATE	JOUR	PUSH	FORE	GEN FORE	VAC STAT D	HLTH WLFR C	PENS C	EDUC C	UA CTTF C	SUP BNFTS C	MMDF C	CEFAP B	NMC C	
(Excluding Ft. McMurray)					CODE									
05/01/2011	42.85		48.35	50.35		6%4%	1.75	5.20	0.45	0.10	0.03	0.50	0.04	0.10
05/06/2012	43.13		48.63	50.63		6%4%	1.75	6.20	0.45	0.10	0.03	0.50	0.06	0.10
11/04/2012	43.42		48.92	50.92		6%4%	1.75	6.20	0.45	0.10	0.03	0.50	0.04	0.10

1. Employer contributions to the Rapid Site Access Program (RSAP) are payable under this Agreement.
2. Effective November 1, 2009 employer contributions of \$0.40 per craft hour worked is payable to ACTIMS on the following projects:
Shell Albion, Ft. McMurray, Shell Canada Ltd., Scotford Complex, Syncrude Canada, Ft. McMurray. Effective February 1, 2010
Suncor, Main Site, Ft. McMurray
3. CEFAP contribution increased to \$0.04 effective December 1, 2012.
4. Rates shown are for U.A. Journeyman Steam Fitter & B Pressure Welder. See local agreement for other classifications.

Notes

- A. Effective January 1, 2002, contributions to the U.A. C.T.T.F. increased to ten cents (\$0.10) per hour earned
- B. See Local Agreements for other classifications, Instrument Mechanic, Refrigeration etc.,

DURATION OF MAINTENANCE AGREEMENT: January 1, 2013 - December 31, 2015

**NATIONAL MAINTENANCE AGREEMENT, ALBERTA
TRADE APPENDIX
ARTICLES 9.000, 10.000, AND 19.100**

**AREA: PROVINCIAL, ALBERTA
TRADE: SHEET METAL WORKERS - LOCAL 8**

MAINTENANCE RATES AND BENEFITS

BASE RATES				BENEFITS									
DATE	JOUR	PUSH	FORE	GEN FORE	VAC STAT	HLTH WLFR	PENS	BENEV	TRNG	SUPP	CEFAP	NMC	
(Excluding Ft. McMurray)				CODE	D	B	B	B	B	B	B	C	
05/01/2011	41.96	45.46	46.46		6%4%	1.50	5.00	0.09	0.30		0.04	0.10	
05/06/2012	42.51	46.01	47.01		6%4%	1.55	5.15	0.09	0.30		0.06	0.10	
11/04/2012	43.23	46.73	47.73		6%4%	1.55	5.15	0.09	0.30		0.04	0.10	
(Ft. McMurray Only)													
05/01/2011	42.71	46.21	47.21		6%4%	1.50	5.00	0.09	0.30		0.04	0.10	
05/06/2012	43.26	46.76	47.76		6%4%	1.55	5.15	0.09	0.30		0.06	0.10	
11/04/2012	43.98	47.48	48.48		6%4%	1.55	5.15	0.09	0.30		0.04	0.10	

1. Employer contributions to the Rapid Site Access Program (RSAP) are payable under this Agreement.
2. Effective November 1, 2009 employer contributions of \$0.40 per craft hour worked is payable to ACTIMS on the following projects:
Shell Albian, Ft. McMurray, Shell Canada Ltd., Scotford Complex, Syncrude Canada, Ft. McMurray. Effective February 1, 2010
Suncor, Main Site, Ft. McMurray
3. CEFAP contribution increased to \$0.04 effective December 1, 2012.

DURATION OF MAINTENANCE AGREEMENT: January 1, 2013 - December 31, 2015

**NATIONAL MAINTENANCE AGREEMENT, ALBERTA
TRADE APPENDIX
ARTICLES 9.000, 10.000, AND 19.100**

**AREA: PROVINCIAL, ALBERTA
TRADE: TEAMSTERS - LOCAL 362**

MAINTENANCE RATES AND BENEFITS

BASE RATES				BENEFITS								
DATE	JOUR	PUSH	FORE	GEN FORE	VAC STAT D	HLTH WLFR B	PENS C	APPRN	ADV & TRNG B	OTHER	CEFAP B	NMC C
(Excluding Ft. McMurray)				CODE								
10/31/2010	36.91	41.66	42.16		6%4%	2.00	5.85		0.45			0.10
05/06/2012	37.20	41.95	42.45		6%4%	2.30	6.30		0.45			0.10
11/04/2012	37.64	42.39	42.89		6%4%	2.40	6.45		0.45			0.10
(Ft. McMurray Only)												
10/31/2010	37.66	42.41	42.91		6%4%	2.00	5.85		0.45			0.10
05/06/2012	37.95	42.70	43.20		6%4%	2.30	6.30		0.45			0.10
11/04/2012	38.39	43.14	43.64		6%4%	2.40	6.45		0.45			0.10

1. Employer contributions to the Rapid Site Access Program (RSAP) are payable under this Agreement.
2. Effective November 1, 2009 employer contributions of \$0.40 per craft hour worked is payable to ACTIMS on the following projects:
Shell Albian, Ft. McMurray, Shell Canada Ltd., Scotford Complex, Syncrude Canada, Ft. McMurray. Effective February 1, 2010
Suncor, Main Site, Ft. McMurray

Notes

- A. Pick up truck rate noted above - Group 5
- B. See Local Agreement for other classifications as required. The maintenance rate calculation is to be applied to the Journeyman Base Rate in the Local Construction Agreement.

DURATION OF MAINTENANCE AGREEMENT: January 1, 2013 - December 31, 2015

APPENDIX 'A'
SIGNATORY UNIONS

General President
International Association of Heat
& Frost Insulators & Asbestos
Workers

General President
Labourers International Union
of North America

International Vice President
International Brotherhood of
Boilermakers, Iron Ship
Builders, Blacksmiths, Forgers
& Helpers

General President
International Union of
Operating Engineers

Director of Canadian Operations
International Union of Bricklayers
& Allied Craftsmen

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

International President
International Brotherhood of
Electrical Workers

Executive Director
Canadian Affairs
International Association of
Bridge, Structural & Ornamental
Iron Workers

Director of Canadian Affairs
Sheet Metal Workers
International Association

APPENDIX 'B' **SIGNATORY EMPLOYERS**

The following listed Employers are signatory to the National Maintenance Agreement.

The list may be amended from time to time as maintenance work is awarded by the Owner and employers are signed to the Adherence Agreement.

ALSTOM Canada Inc. (Power)
Aecon Industrial, A Division of Aecon Construction Group Inc.
Alberta Exchanger Ltd.
Altex Heat & Exchanger Ltd.
Babcock & Wilcox Industries Ltd.
Bayzik Oilsand Services Inc.
Bird Construction Company
BFI Constructors Ltd.
Bruce Steel Erectors Inc.
Canada Power Systems (CPS) Ltd.
Canadian Erectors Construction Services Inc.
CIMS Limited Partnership.
Car-Ber Testing Alberta Inc.
CBS Construction Ltd.
Centre Line Construction Surveys Ltd.
Cessco Fabrication & Engineering Ltd.
Chemco Electrical Contractors Ltd.
Clearwater Welding & Fabricating Ltd.
Construction Solimec Inc.
Continental Stress Relieving Systems Ltd.
Coronado Contracting Corporation
Custodis-Cottrell Canada Inc.
Dewar Western Inc.
Derksen Mechanical Services Inc.
Douglas Coatings Ltd.
Edmonton Exchanger & Refinery Services Ltd.
Fort McMurray Refrigeration (1977) Co. Ltd.
Fluor Constructors Canada Ltd.
Fuller Austin
Guthrie Mechanical Services Ltd.
Horton CBI Limited.
Interior Industrial Contractors Ltd.
Interior Power and Chemical Services Ltd.
Interpro Technical Services Ltd.
Industra Thermal Inc.
Jacobs Industrial Services Ltd.
Kamtech Services Inc.
Kellogg Brown & Root
Laird Electric Inc.
Lloydminster Maintenance Ltd.
L. Robert Equipment Ltd.
Lockerbie & Hole Industrial Inc.

MM Ltd. Partnership
Majestic Construction Services Ltd.
Melloy Industrial Services Inc.
Midwest Constructors' Corp.
Myco Services Ltd.
NorCan Electric Inc.
North American Site Services Inc.
Pacer Management Services Corp.
PCL Industrial Services Inc.
Pinestone Contracting Ltd.
Reppsco Services Ltd.
RKM Services Ltd.
Supreme Steel Ltd.
Thompson Valley Erectors
ThyssenKrupp Safway Inc.
TISI Canada (Team Industrial Services).
Tracer Field Services Canada Ltd.
Transfield Asset Management Services Integrated Ltd.
Tri-Vax Enterprises Ltd.
Venture Scaffolding and Insulating Ltd.

APPENDIX 'C'

NATIONAL MAINTENANCE AGREEMENT FOR ALBERTA

The Agreement applies to projects in the Province of Alberta. The following amendments apply to projects in the Ft. McMurray Area.

Ft. McMurray Area:

Article 14.000 - Travel and Subsistence:

- a) Employees travelling to Ft. McMurray from Edmonton will be paid initial and terminal travel pursuant to Article 14.100 b) and provided with camp accommodation or accommodation allowance.

Ft. McMurray residents or those employees accommodated in Ft. McMurray will be provided with transportation to and from the jobsite by the employer.

Employees transported to the Syncrude Aurora site, or the Albian Sands site, or the CNRL site, or the Nexen site, from Ft. McMurray will be entitled to receive the current inconvenience allowance being paid by the appropriate Client.

The inconvenience allowances are Client policies and are established at the sole discretion of the Client. They may be altered or cancelled by the Client at any time.

Article 16.100 - Work Hours Per Day, Overtime and Overtime Meal Breaks:

- b) Article 16.100 is amended to provide, at the request of the Client, for the compression of the 40 hour Monday to Friday work week into an 8, 12,12,8, arrangements Monday to Thursday or Tuesday to Friday in order to follow client personnel assigned to this shift arrangement. This is a steady day arrangement only.

Overtime payments will be time and one half (1 1/2) for the first 10 hours worked on Monday or Friday. Double-time will be paid for all other overtime hours worked.

Work Breaks and lunch breaks will be aligned with client arrangements. The one half (1/2) hour mid-shift break will be unpaid on the 8 hour shifts and paid on the 12 hour shifts.

APPENDIX 'D'

NATIONAL MAINTENANCE AGREEMENT FOR ALBERTA

HOURS OF WORK PROVISIONS

PETRO-CANADA PRODUCTS REFINERY EDMONTON, ALBERTA

1) **Compressed Work Week Arrangements:**

The Parties agree to the following amendment to the National Maintenance Agreement at the Petro-Canada Refinery Site in Edmonton, Alberta which "grandfathers" the Compressed Work Week arrangements in place at the site. This Compressed Work Week arrangement will apply to Edmonton Exchanger and be an option to the existing hours of work arrangements covered in Article 16.000 of the National Maintenance Agreement.

This grandfathered Compressed Work Week will follow the existing arrangements on site as described as follows:

- a) The parties to this Agreement agree that the maximum of nine (9) hours shall constitute a normal days work beginning at 7:30 a.m. and ending at 5:00 p.m. (excluding a one-half hour (1/2) lunch break) may be utilized if restricted to Long Term Base Crew Employees. With the understanding that this work schedule is utilized to compensate the Employees for hours lost during the twenty-six (26) yearly earned days off (EDO's), in keeping with the terms of the Maintenance Contract with Petro-Canada, Edmonton Refinery, the maximum normal work week shall be forty-five (45) hours beginning Monday at 7:30 a.m. and ending Friday at 5:00 p.m. Of the twenty-six (26) EDO's, eighteen (18) will be scheduled by Petro-Canada and the remaining eight (8) will be designated as flex EDO's to be taken as mutually agreed between the employee and the supervisor.

It is understood that when an employee is hired with the intentions of an employment term of more than a six (6) week period, that employee will be automatically on the aforementioned Compressed Work Week arrangements and be considered as a Long Term Base Crew Employee.

Should an employee be terminated prior to working six (6) weeks, an adjustment shall be made in accordance with the terms of Clause b).

- b) It is understood that when employees are hired with the intentions of short-term employment (defined as less than six (6) weeks from the date of hire) that they will be paid in the following manner. During this six (6) week period, employees will be paid time and one-half (1 1/2) for the ninth (9th) hour. Should the employee be employed onsite after six (6) weeks on the job, that employee will then be considered part of the Long Term Crew and paid in accordance with the Compressed Work Week payment terms.

- c) Overtime payments for work on the scheduled eighteen (18) days off will be at double-time (2x). If an employee is asked to work their scheduled flex day off without being given forty-eight (48) hours notice, then the employee will be paid overtime at double time (2X). Once scheduled, requests for employees to work on flex days will only be made a last resort, after all reasonable options are made to find alternate arrangements.

If a long term employee is terminated without having a flex EDO within the previous six (6) weeks, then an adjustment will be made to pay any regular hours worked in excess of two hundred and forty (240) hours over the previous six (6) weeks at the applicable overtime rate.

- d) The employee will provide a minimum of seven (7) days notice when requesting flex. EDO's. Special circumstances will be considered by the supervisor wherein a shorter notice period may be allowed. It is understood that: the onus is on the employee to request the flex EDO's; that these EDO's are over and above the minimum vacation and statutory holiday required by law, and that overtime payment will not be made for flex days not taken by the employee with the exception of those circumstances outlined in items b) and c) above
- e) During period of Plant Shutdown, all employees hired with the intentions of short-term employment shall be paid based on five (5) eight (8) hour days Monday to Friday.

All Long Term Base Crew employees shall remain on the compensation terms of the Compressed Work Week arrangements where overtime payments of double time (2x) will be made for work on a scheduled day off as per Clause c).

2) **Coker Shift Rotation:**

The parties agree to "grandfather" the current coker shift rotation that is in place and operating at the site under the current arrangements and rules. This would apply to members of Labourers Local 92 currently involved in this rotation.

Should the owner require a change to existing arrangements or additional people, the matter will be referred to the Labourers Union and the National Maintenance Council for review and acceptance prior to implementation.

All other provisions of the Alberta National Maintenance Agreement apply.

APPENDIX 'E'
AGREED ADDENDUM TO

ALBERTA

NATIONAL MAINTENANCE AGREEMENT
RE: SHELL SCOTFORD MODS PROJECT

The following items constitute the amendments to the Alberta National Maintenance Agreement to accommodate the project and work contemplated on the Shell Scotford Mods Project as described in the project description presented to the participating unions December 19, 2000 - plot plan attached. All other provisions of the National Maintenance Agreement will apply.

- 1) Duration - These amendments come into effect February 4, 2001 and will expire upon mechanical completion of the work and acceptance by the owner.
- 2) This addendum will apply to all employers awarded work on the Mods Project by the Athabasca Construction Joint Venture. It does not apply to those employers awarded maintenance work by Shell Canada who will continue to use the regular provisions of the General Presidents' Maintenance Agreement and the National Maintenance Agreement as appropriate.
- 3) Effective February 4, 2001, all non-turn-around activities will be performed under the National Maintenance Agreement except that base rates, shift premiums and overtime conditions will be paid as per the appropriate reference construction agreement.
- 4) All turn-around activities associated with the Mods Project will be performed under the National Maintenance Agreement and wage rates, shift premiums and overtime conditions will be as per the regular provisions of the National Maintenance Agreement. The duration of the turn-around will be from the commencement of the installation of the main safing blanks until their removal.
- 5) There will be no restriction for individual employers to transfer their employees between work on the Mods Project to other AOSDP work at the Scotford site and back again as required.
- 6) Welder testing arrangements for work on the Mods Project will be as per the appropriate reference construction agreement.
- 7) Ad Hoc transportation arrangements established for the construction portion of the AOSDP will apply to those employees assigned to the Mods Project under this Addendum.
- 8) The Athabasca Construction Joint Venture undertakes to ensure employers who are awarded work on the Mods Project sign and adhere to the National Maintenance Agreement and this Addendum.
- 9) The Athabasca Construction Joint Venture undertakes to ensure proper jurisdictional assignments on the Mods Project work as well as consistent and uniform application of the National Maintenance Agreement by its sub-contractors.

National Maintenance Council For Canada
February 7, 2001, Edmonton, Alberta.
Revised and Re-issued March 8, 2001.

APPENDIX 'F'
NATIONAL MAINTENANCE AGREEMENT FOR ALBERTA
WORK WEEK ALTERATION
SHELL REFINERY, UPGRADER AND CHEMSITE
SCOTFORD, ALBERTA

The following regular work week is approved as an option to the existing work week provisions described in Article 16.100. This 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) Work week and overtime arrangements will be as follows:
 The regular work week will consist of 4 nine (9) hour straight time days Monday to Thursday and 1 eight (8) hour straight time day on Friday in the first week.

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

- 2) Overtime on the altered work week schedule will be paid as follows:
 Week 1: - time and one half (1 ½) for the 1st two (2) hours worked before or after the regular 9 or 8 hour day Monday to Friday - Doubletime will be paid thereafter.

Week 2: - time and one half (1 ½) for the 1st ten (10) hours worked on the earned Friday off - all other overtime is doubletime.

In Chart Form for clarity:

	WEEK 1						WEEK 2							
	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S
REG HRS	9	9	9	9	8			9	9	9	9			
DAYS OFF						OF F	OF F					OF F	OF F	OF F
O/TIME PYMNT S	2 HR S 1 ½	2 HR S 1 ½	2 HR S 1 ½	2 HR S 1 ½	2 HR S 1 ½	DT	DT	D T	D T	D T	D T	10 HR S 1 ½	DT	DT

- 3) It should be noted that those 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.

APPENDIX 'G'

POLICY

February 16, 2003

Re: Subsistence Allowance Assistance:

The Parties hereto agreed that attempts would be made to deal with employees requiring assistance in paying for their lodging on subsistence jobs.

It was agreed by the Parties that:

- (a) The employer, where requested by both the employee and the Business Manager of the applicable local union, would either:
 - (i) guarantee or pay for the room with the lodging in place at an amount not to exceed the daily subsistence rate, until the employee receives their first pay cheque or completes the assignment, whichever occurs first.

or

 - (ii) provide the employee with "an advance", based on the subsistence allowance for the time period stated in (i), which will be deducted from the first pay cheque.
- (b) All requests for subsistence advances shall be confirmed in writing by the Local Union Business Manager or their designee at the time of referral. It is acknowledged that the Business Manager will only make this request where he is aware of a legitimate need for such advances.
- (c) This arrangement does not apply where a camp is available.

It is understood that a request herein shall not be subject to either grievance or arbitration. The Employer is expected to act in a fashion that meets the intent of this Policy to the best of their ability under the circumstances.

APPENDIX 'H'

POLICY

The following Policy on Alcohol and Drug Guidelines and Work Rule is agreed to:

ALCOHOL AND DRUG GUIDELINES AND WORK RULE –

WHEREAS certain Owners may dictate the necessity of an "Alcohol and Drug" policy;
and

WHEREAS it is of mutual benefit for both parties to the "Collective Agreement", to endorse such a program of guidelines dealing with "Alcohol and Drug" policies in the workplace, both parties agree to endorse the following documents as the standard of our industry.

"CANADIAN MODEL FOR PROVIDING A SAFE WORKPLACE"

The Parties agree to adopt the October 2005 Alcohol and Drug Guidelines and Work Rules and as updated by the 2010 Addendums established by the affiliates of the Building Trades of Alberta. Further amendments to this policy will be agreed to by the Parties once established by the Affiliates of the Building Trades of Alberta.

APPENDIX 'I'

IOL Strathcona – Work Week Alteration



NATIONAL MAINTENANCE COUNCIL FOR CANADA

By E-mail

November 2, 2011

Mr. Brent Elder
Melloy Industrial Services Inc.
Turnaround and Maintenance Manager
2305, 5 Street
Nisku, AB
T9E 7X1

Re: IOL Strathcona- Work Week Alteration

Dear Brent:

This letter is in response to your company's request for formal approval of the work week alteration which has been utilized at the IOL Strathcona site since 2005. The proposed shift alteration calls for the following conditions:

1. Those employees working long-term maintenance at the Imperial Oil Strathcona site will work eight and one half (8.5) hours at straight time Monday to Friday. The extra half (.5) hour worked each Monday to Friday is designed to compensate the worker for the sixteen (16) scheduled EDO's.
2. All additional hours after the eight and one half (8.5) will be performed at the regular overtime provisions as indicated in the National Maintenance Agreement.
3. It is understood that those required to work more than ten (10) hours on this shift are entitled to an overtime meal break at the ten (10) hour mark pursuant to the overtime meal articles in the collective agreement.
4. Overtime payments for work on the sixteen (16) scheduled EDO's will be at double-time (2x).
5. This schedule has been implemented to allow for the harmonization between the client's operational personnel and the long-term maintenance workers supplied by Melloy.
6. The work week alteration also ensures that those working long-term maintenance are compensated for the sixteen (16) EDO



The National Maintenance Council for Canada has reviewed your proposed approach regarding the hours of work and the corresponding compensation for meals and overtime payments and endorses the approach as defined above.

It is important for you to notify the Local Union Representatives of the hours of work and all other arrangements as soon as possible.

Yours truly,


S.M. Smillie
Executive Director

ec: NMC Members
B. McKenzie, NMC
R. Wassill, BTA
Edmonton Local Union Business Managers

APPENDIX 'J'

IOL Strathcona – Work Week Alteration



By E-Mail

May 11, 2012

To: Members of the National Maintenance Council for Canada

Re: Approved Work Week Alteration for the Agrium Facility in Redwater

Dear Members:

Please be advised that Melloy Industrial Services has recently displaced a non-signatory contractor at the Agrium facility in Redwater Alberta. Under Melloy's contract with the client those employees working long-term maintenance at the site will work a modified 9/80 schedule which is similar to the current 9/80 approved shift outlined in Appendix 'F' of the National Maintenance Agreement for Alberta. This approved shift is intended for on-going work and does not operate in "major shutdown" situations.

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

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

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

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

Week 1: - time and one half (1 ½) for the 1st hour worked before or after the regular 9 hour day Monday to Thursday and time and one half (1 ½) for the first two hours worked on the Friday- Doubletime will be paid thereafter.

Week 2: - time and one half (1 ½) for the 1st hour worked before or after the regular 9 hour day Monday to Thursday – Doubletime will be paid thereafter

General Presidents' Maintenance Committee for Canada  National Maintenance Council for Canada

700 Dorval Drive, Suite 502, Oakville, Ontario L6K 3V3 | T 905-849-8415 | F 905-849-8154 | www.gpmccanada.com | inquiries@gpmccanada.com

In Chart Form for Clarity

	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S
REG HRS	9	9	9	9	8			9	9	9	9			
DAYS OFF						OFF	OFF					OFF	OFF	OFF
O/TIME PYMNTS	1 HR	1 HR	1 HR	1 HR	2 HRS	DT	DT	1 HR	1 HR	1 HR	1 HR	DT	DT	DT
	1 ½	1 ½	1 ½	1 ½	1 ½			1 ½	1 ½	1 ½	1 ½			

- 3) It should be noted that those 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.

This maintenance work will initially employ craft personnel from the Boilermakers, however, it is anticipated that craft personnel from other disciplines will be hired in the future.

This modified work week alteration will be added as an appendix to the National Maintenance Agreement for Alberta upon renewal.

Please advise your local union representative.

Regards,



S.M. Smille,
Executive Director

Ec: B. Elder, Melloy
Edmonton Business Managers
J. Gibbins, BTA

APPENDIX 'K'

General Understandings Arising from 2008 Renewal Discussions.

- 1 **Article 17.300** The parties agree to a joint education initiative with maintenance employers to enhance enforcement of removal of work clothing prior to entering lunch rooms. This will include joint communication urging this issue to be a matter or priority discussion in safety meetings etc.
- 2 **Tool Lock-Up Issue** Employers confirm that the basic construction industry practices with respect to safe lock-up and replacement will be followed in the event that maintenance employees are required to supply their own hand tools.
- 3 **Hire and Lay-Off Issue** The parties agree to establish a joint sub-committee to investigate and discuss issues around dispatch procedures and order of lay-off procedures, including temporary foreign workers that arose during renewal discussions. The parties will name their sub-committee members by January 15, 2009. The sub-committee will report back to the parties by June 30, 2009.
- 4 **Work Rule Issue** The component unions of the National Maintenance Council recognize the importance of the supply of skilled and ready-to-work employees to maintenance projects. The National Maintenance Council supports employers in the safe and productive employment of maintenance workers. The National Maintenance Council is prepared to work jointly with maintenance employers in an initiative to enhance and improve this objective.
- 5 **Transfer Issue** The Boilermakers International and employers agree to form a sub-committee to meet and discuss the transfer provisions of the Boilermaker Trade Appendix. During this process, the existing language and application shall remain unchanged, unless mutually agreed to otherwise by the parties. The parties will name their sub-committee members by January 15, 2009. The sub-committee will complete its deliberations by June 30, 2009.

General Understandings Arising from 2012 Renewal Discussions.

- 1 **PFT Testing** The Employers recognize that they have responsibilities under the current legislation regarding this matter and will comply with the regulations. The employers may take this item offline and may create a Best Practices model regarding this matter.
- 2 **Gender Neutral** The parties agree to make the agreement gender neutral to the maximum extent.

**NATIONAL MAINTENANCE COUNCIL
ADMINISTRATION FUND**

In accordance with Article 10.200, the Employer and all Sub-Contractors to this Agreement shall pay ten cents (\$0.10) per hour earned into the Administration Fund of the National Maintenance Council for Canada. This amount shall be remitted monthly by the fifteenth of the following month, along with a listing of the hours and trades being reported. Cheques should be made payable to the National Maintenance Council and forwarded to:

National Maintenance Council for Canada
700 Dorval Drive, Suite 502
Oakville, Ontario
L6K 3V3

ATTENTION: S.M. Smillie
Executive Director

NOTICE

Remittances to the National Maintenance Council must include an additional 5% for Federal Goods and Service Tax.