

ArcelorMittal Dofasco Agreement

This Agreement is entered into this day of **March 27, 2019**

By and Between

ArcelorMittal Dofasco G.P.

Hereinafter referred to as the “Proponent”

And

The Affiliated Local Trade Unions of the Hamilton-Brantford, Ontario  
Building & Construction Trades Council as listed in Appendix “A”:

Hereinafter referred to as the “Bargaining Agents”

**Latest Revision: January 28, 2019**

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WHEREAS the parties hereto wish to enter into an Agreement for Contractor employees engaged in construction and maintenance work at ArcelorMittal Dofasco G.P., Hamilton which is beneficial to all parties and will enhance the likelihood of sustained employment and employment opportunities;

AND WHEREAS the parties share the Proponent's commitment to the achievement of the following Goals:

- Accident Free Work Performance;
- Quality Work;
- Enhancement and Development of Trade Skills;
- Zero Impact on Operations;
- Timely Completion;
- Cost Effective Construction

AND WHEREAS the parties recognize the benefits of the implementation of job site enhancement programs and agree, in principle, to support these programs through participation in their development and implementation and by encouraging and facilitating the support and participation of their respective membership.

THE PARTIES AGREE, each with the others, on the following terms and conditions for employment of all construction and maintenance work performed or undertaken at ArcelorMittal Dofasco G.P., Hamilton which falls within the applicable Provincial Agreements binding the Undersigned Bargaining Agents as identified in Appendix "A".

## **1.000 APPLICATION OF THE AGREEMENT**

1.100 The work shall be defined as all construction and maintenance work which meets the following three criteria:

- a) is performed on the Proponent's real property in the City of Hamilton, whether the property is leased or owned by the Proponent, provided the business for which the work is being done is wholly owned by the Proponent and is within the jurisdiction as defined by the Scope of Agreement within the various and applicable ICI Provincial Agreements of the affected affiliate local trade union of Hamilton-Brantford Ontario Building and Construction Trades Council as listed in Appendix A;
- b) is contracted out by the Proponent to a Contractor or is subcontracted to another Contractor by said Contractor, and
- c) is commenced on or after February 4, 2008

### *Non-Application*

Notwithstanding the above, neither the terms of this Agreement nor the terms of any of the ICI collective agreements as incorporated through the Agreement shall apply to:

- a) work performed by the Proponent's own workforces;
- b) technical work required to be performed by contractors who employ technical employees/subcontractors with particular skills and/or work with specialty tools/equipment;
- c) work which from time to time may be performed on equipment or processes by designated employees/contractors/subcontractors as required by the manufacturer or vendor of such equipment or processes due to proprietary technical expertise or warranty purposes after initial installation;
- d) work the Proponent reasonably believes to be outside the work normally performed by Employees represented by the Bargaining Agents at the Proponent's site;
- e) any special service relative to the Proponent's business interests and needs; or

- f) work normally performed by contractors for the Proponent where the workforce performing the work is not represented by one or more of the Bargaining Agents in the ICI sector.

In the case of b), c), d), or e) above, the Proponent will notify the Business Manager of the appropriate local union prior to any site work

1.110 In addition to the above, this Agreement shall not apply to Employees who are members of the International Union of Operating Engineers Local 793 in accordance with Schedule "A" of the Provincial Collective Agreement at the Proponent's site. For greater certainty, the Project Agreement applies to Operating Engineers operating under the applicable Provincial Collective Agreement other than as set out in Schedule "A".

1.120 Any issues with respect to the interpretation and application of this provision may be referred to and considered by the Standing Committee; such referral and consideration to take place prior to commencement of the work if reasonably practicable but shall in no way restrict the commencement time for the work.

#### 1.200 Definitions:

1.210 The following terms, as referred to within the Agreement, shall be defined as follows:

- (a) Contractor shall mean a contractor or sub-contractor performing work covered by the Agreement. All Contractors performing work to which the Agreement applies are bound by the Agreement and must also be signatory to one or more of the affected Bargaining Agents of the Hamilton Brantford Building Trades Council ICI Agreement(s) provided that:
  - i) there are at least three Contractors on the Proponent's prequalified list of Contractors to choose from whom the Proponent can request competitive proposals and to whom the work can be contracted or,
  - ii) if there are less than three prequalified Contractors and one or more Contractors are successfully added to the Proponent's prequalified list on the basis that they meet the Proponent's selection criteria, so that there are at least three Contractors on the prequalified list to choose from in a reasonable period of time prior to the selection date

Where there are less than three qualified Contractors on the

Proponent's prequalified list, the Proponent may select a Contractor who is not bound by or signatory to the applicable ICI agreement. However, if the work is covered by the Agreement, the terms of the Agreement and the applicable ICI Agreements, as modified by the Agreement, shall apply. If the Standing Committee and respective Trade agree with an exception, the terms of this Agreement shall not apply.

- (b) Employee shall mean an employee of a Contractor where such an employee is engaged in work covered by the Agreement.

### *Term of Agreement*

- 1.300 The Agreement shall expire on the latter of March 27, 2029 or the date upon which work covered by the Agreement is completed or abandoned. The Proponent shall provide a list of outstanding work to be completed under the Agreement not later than six (6) months prior to the tenth anniversary of the Agreement. Any affected Bargaining Agent who wishes to challenge the application of the Agreement to the work described therein shall provide notice to the Proponent and Bargaining Agents within seven (7) calendar days of the issuing of the list. If notice is not issued within the stipulated time period the affected Bargaining Agent shall be deemed to have agreed with the application of the Agreement to work described on the list. In no case shall the Agreement continue to apply to any work beyond June 30, 2029. Either party may serve notice to bargain the renewal of the Agreement within ninety (90) days prior to the Expiry Date.  
With respect to work under the Project Agreement, the parties agree that this Agreement and the Provincial Collective Agreements, as amended by the provisions contained within this Agreement, apply to all construction and maintenance work that is within the jurisdiction of any of the Bargaining Agents save and except as limited under 1.100 and 1.110.
- 1.400 Due to the length of the agreement (10 years), both parties agreed the Standing Committee will meet annually to review and discuss the current agreement; and to make possible recommendations, revisions or amendments where mutually beneficial and mutually agreed by both parties.
- 1.500 In the event that a trade jurisdictional dispute arises over a work assignment, such assignments shall remain in effect until the dispute is resolved and will not interfere with the progress of the work. The resolution of jurisdictional disputes shall be pursuant to the *Labour Relations Act, 1995*, s.99 as amended.

1.600 Being a party to this Agreement shall not constitute an Agreement voluntarily recognizing a trade union as an exclusive bargaining agent and shall not make the Proponent or any Contractor working on the work covered by the Agreement, a party to any provincial agreement or other agreement.



2.000 APPRENTICES:

- 2.100 For the purposes and term of this Agreement, Contractors shall establish the journeyman to apprentice ratio for each trade as defined in the applicable Provincial Agreement for work performed under this Project Agreement. Compliance with the ratio shall be determined for each Bargaining Agent based on the total number of journeymen and apprentices represented by the Bargaining Agent working under the Project Agreement.
- 2.200 The Bargaining Agents agree that the needs of the work performed under this Project Agreement may warrant differing apprentice ratios than those established under the applicable provincial agreement. The Proponent, and the affected Bargaining Agent, therefore, agree to negotiate such ratios from time to time as the conditions warrant and subject to the limits set out in the *Ontario College of Trades and Apprenticeship Act, 2009 S.O. 2009, Chapter 22* as amended or as replaced by any future legislation that shall govern such ratios.

3.000 HIRING AND TRANSFER:

3.100 The Contractor shall have the right, subject only to the restrictions set out below to:

- a) transfer Employees, provided the Employees to be transferred were in the first instance dispatched to the Contractor by the applicable affiliated local trade union of the Hamilton-Brantford, Ontario Building & Construction Trades Council listed in Appendix "A", between a work assignment where the Employee is performing work under the Agreement from or to a work assignment outside of the Agreement in accordance with the applicable ICI agreement. However, Employees transferred from an existing project outside the Agreement to a work assignment covered by the Agreement, shall be transferred back to the same project outside the Agreement upon completion of their work under the Agreement unless there is no work available for the Employee in accordance with the terms of the applicable ICI agreement. (notwithstanding this provision, the Contractor may transfer any number of bargaining unit /supervisory Employees as identified in the applicable ICI agreement without restriction and without affecting the number of other Employees available for transfer under the applicable ICI agreement)
- b) transfer all or part of the workforce from any work assignment to any other work assignment within the area covered by the Agreement regardless as to whether the work is part of the same assignment without referral from or selection, designation, assignment or scheduling by or the concurrence of the Bargaining Agent, or;
- c) relax trade jurisdiction regulations and assign work of one trade to another trade during emergency situations of not more than one shift in duration. For the purposes of the paragraph an emergency shall be an unplanned or unforeseen event including, breakdowns, fires, spills, environmental hazards, accidents and start up problems. To constitute an emergency the event must be confirmed so by the Proponent.
- d) In addition to the transfer rights identified in 3.100 (a) and (b), the Contractor shall have the right to name hire up to 50% of its employees from members of any affected Bargaining Agent by name, who shall be issued a referral slip by the Bargaining Agent. Employees hired by name will be laid off in the same ratio. Employees transferred from an existing project outside the

agreement to a work assignment covered by the Agreement as identified in section 3.1 (a) shall be considered name hires.

- e) Paragraph 3.100(d) shall not apply to members of the United Brotherhood of Carpenters and Joiners of America. Rather Articles 5.05 through 5.07 of the collective agreement shall apply. This shall not affect the application of Articles 3.100 (a) and (b) referenced in Article 3.100(d).

3.200 Should a Contractor intend to transfer all or part of the workforce under Article 3.100(a) notice of the transfer shall be provided to the affected Bargaining Agent(s) prior to the transfer taking place and the affected Bargaining Agent(s) shall have the right to communicate with the Proponent regarding the appropriateness of the transfer.

#### 4.000 AGREEMENT STANDING COMMITTEE

##### 4.100 a) Structure and Voting Process

The Standing Committee shall be comprised of three (3) members representing the Bargaining Agents (to be selected by the Bargaining Agents), three (3) members representing the Proponent (to be selected by the Proponent) and two members (non-voting) representing the Contractors which will be proposed by the Proponent and agreed by the Bargaining Agents. A mutually acceptable party shall be appointed to act as chairperson. An alternate chairperson shall be selected if one or more of the principal members so requests. The chairperson shall have the right to vote only on issues where the vote of the other six (6) members of the Standing Committee is deadlocked. Decisions of the Standing Committee shall not be binding on the parties but shall provide guidance in the conduct of their affairs.

##### b) Binding Agreements

Notwithstanding the above, the six principal members of the Standing Committee (exclusive of the chairperson) may enter into agreements to bind the parties on matters involving the interpretation or application of the Agreement if expressed in writing and signed by all six members. For the sake of clarity this shall not include agreements to extend or abridge the scope of work covered by the Agreement. The Standing Committee shall determine its own process including agenda and how and to what level the Standing Committee shall be funded by consensus of the six (6) principal members.

(c) The Standing Committee shall meet on a quarterly basis, or more often as mutually agreed, to review and resolve any process or procedural disputes that may arise, to discuss any improvements of mutual benefit to the Agreement that may be identified and to provide a regular communication forum for items of mutual interest.

(d) The Parties to any dispute arising over the interpretation, application, administration or alleged violation of this Agreement, excluding jurisdictional disputes arising at any of the locations where work is being performed under the Agreements and disputes arising exclusively from the interpretation, application, administration or alleged violation of one or more of the ICI collective agreements, agree to meet upon written notice of one of the affected parties in order to attempt to resolve the dispute. The parties to the dispute shall include the Proponent, the

Contractor(s) and the Bargaining Agent(s) directly involved in the dispute.

- 4.200 Notwithstanding the informal complaint resolution processes set out in Article 4.100 above, any party to the Agreement may refer any dispute involving the interpretation, application, administration or alleged violation of the Agreement to the Ontario Labour Relations Board for resolution. For the sake of clarity, neither jurisdictional disputes nor disputes exclusively involving the interpretation, application, administration or alleged violation of one or more of the ICI agreements shall be subject to this provision. This shall not be read as restricting an affected Party bound by or party to an ICI collective agreement from seeking enforcement of its rights under any mechanism in the ICI agreement or available by law. Nor does it restrict an affected party from seeking enforcement under the jurisdictional dispute provisions of the Labour Relations Act, 1995. Furthermore, it is agreed and understood that the Proponent shall not be held responsible or liable for any breach of the Agreement by a Contractor acting under its terms.
- 4.300 In addition to all contributions, deductions and allowances payable under the ICI agreements, the Contractors shall pay \$0.05 per hour worked for each Employee and remit such payments to the Hamilton Brantford, Ontario Building & Construction Trades Council on or before the 15<sup>th</sup> of the month following the month for which the remittance is made to be applied towards the operation of the Standing Committee, training related to the interpretation and application of the agreement of Employees to whom the agreement applies as well as employees of the Proponent, and administration expenses. Upon request, the HBOBCTC shall provide the Proponent with a detailed account of the expenditures under the fund and agree to provide an independent audit of such expenditures.

5.000 LOCKOUT AND WORK STOPPAGE:

- 5.100 No Bargaining Agent or Employees performing work to which this Agreement applies shall strike or cause a strike and neither the Proponent nor any Contractor shall lockout such Employees while this Agreement is in effect even if a strike is called or authorized under subsection 164(1) or a lockout is called or authorized under subsection 164(2) of the *Labour Relations Act, 1995* as amended.
- 5.200 No Bargaining Agent or Employees performing work to which this Agreement applies shall sanction any interruption to the work for any reason other than complying with the work refusal provisions of the *Occupational Health and Safety Act, R.S.O. 1990 c 0.1* as amended, or the Proponent's Health and Safety Program and site specific safety requirements.

6.000      WORK BREAKS:

- 6.100      It is agreed that all Employees covered by this Agreement will be permitted fifteen (15) minutes in each half of their respective shifts to drink coffee or refreshments on the job in the area or areas designated by the Contractor with direction from the Proponent where so indicated. It is however, understood that this shall be done in such a manner as to not stop the normal operation of the job. Any disputes with respect to the scheduling of breaks may be referred to the Standing Committee for review.
- 6.200      Work breaks will be normally at the midpoint of each half shift but may be scheduled earlier or later as the activities of the work may require.
- 6.300      As the work may require a crew may be divided into separate parts for the purposes of work breaks in order to provide continuity to the work.

7.000      REPORTING TIME:

- 7.100      When an Employee reports for work, unless previously advised there is not work available, he/she shall be entitled to four (4) hours pay at the appropriate day or shift rate. However he/she shall remain at the site if requested by the Contractor for four (4) hours after his/her designated start time to perform any available work assigned.
  
- 7.200      When an Employee commences work and such work is terminated for any reason, the Employee shall be paid for four (4) hours or for the number of hours worked whichever is greater, unless the Employee has been asked to leave the site with just cause.



8.000      HOLIDAYS:

8.100      All time worked on the following recognized holidays shall be paid at the rate of double the prevailing wage rate as referred to in sub-article 9.100. The following list shall be the only recognized holidays for the sake of work performed under the Agreement:

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

For the purposes of this Article, the definition of Statutory Holiday will be the twenty-four (24) hour period commencing at 7:00 a.m. on the calendar date of the holiday and ending at 7:00 a.m. the following day. This will be deemed to apply in lieu of the definition of holiday in the Employment Standards Act, 2000 as amended.

8.200      Should any of the above listed holidays occur on a Saturday or Sunday, such holiday shall be observed on the Monday or Tuesday following at the discretion of the Proponent unless changed by mutual agreement between the Proponent and the affected Bargaining Agent.

8.300      In addition to the above, all time worked beyond the first four (4) hours of a Day Shift or an Afternoon Shift scheduled on December 24<sup>th</sup> or December 31<sup>st</sup> shall be paid at double the rate of the prevailing wage rate as referred to in sub-article 9.100.

8.400      During the term of the Agreement should any other day(s) be declared statutory holidays under the *Employment Standard Act, 2000* in addition to those named in Article 8.100; those days shall be subject to the conditions of sub-articles 8.100 and 8.200. Furthermore, any statutory holidays removed from coverage under the *Employment Standards Act, 2000* shall also be removed from coverage under Article 8.

9.000      WAGES

9.100      A)      Wage rates for work performed under the Agreement shall be either:

- \$1.00 below the prevailing hourly wage rates set forth in the applicable Provincial Agreement of the affected Bargaining Agent and shall be paid to all Employees under the terms of this Agreement for maintenance work which is defined as follows:
  - Maintenance shall be work performed for the repair, renovation, revamp and upkeep of property, machinery and equipment within the limits of the plant property
  - 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.
  - Addition of spare machinery or equipment may be done under the Maintenance Agreement. 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.
  - 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.
  - The word “renovation” used within the terms of this Agreement and in connection with maintenance, is work required to change by replacement or be “revamp” of parts of existing facilities to efficient operating conditions.
  - Fire restoration work will be administered as follows:
    - The restoration of a plant completely destroyed by fire is considered construction work.
    - 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:

- The removal of damaged equipment and the preparation of the damaged area to make it suitable for new equipment will be Maintenance.
- The installation and erection of new equipment will be construction.
- When the fire damage is localized to a given operating unit, such as a hotmill, galvanizing line, by product plant and the like, then the restoration of same is to be considered maintenance.

OR

- the full prevailing hourly wage rates set forth in the applicable Provincial Agreement of the affected Bargaining Agent and shall be paid to all Employees under the terms of this Agreement for work in the construction industry, as defined by the *Labour Relations Act, 1995* falling within the applicable Provincial Agreement, save and except for work which meets the definition of maintenance as set out above.

Employee wages shall be paid by their employer on a weekly basis, by cheque or other legal tender.

Details regarding the calculation of maintenance base rates set out in the “Letter of Understanding-Calculating Maintenance Base Rates” shall also apply.

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

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 via priority post within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays.

Should the wages not be mailed within this time period the Contractor will pay a penalty of two (2) hours pay per day until the mailing is made.

9.300

In the case that all of the Bargaining Agents enter into any agreement with any third party wherein the wage rates are lower than in effect for this Agreement, the wage rates for all of the Bargaining Agents herein will be adjusted to match, in the least, the third party rate. In the case where only one or some of the Bargaining Agents enter into any agreement with any third party wherein the wage rates are lower than in effect for this Agreement, the wage rates for the Bargaining Agent(s) that have entered into an agreement with any third party herein will be adjusted to match, in the least, the third party rate. If any of the Bargaining Agents enter into more than one agreement with lower wage rates, this Agreement shall be amended to reflect the lowest wage rates amongst the agreements for the affected Bargaining Agent(s). The affected Bargaining Agent shall disclose any such agreements to the Proponent immediately upon their taking effect.

By way of clarity this Article shall apply to all of the following:

- Agreements applied to work in Ontario Labour Relations Board Area 26 and Board Area 5 and
- Agreements throughout the geographical territory of each affected Bargaining Agent and
- Agreements applied to work performed in respect of businesses involved in the steel industry and
- Agreements applied to work performed in respect of businesses which compete directly or indirectly with the Proponent where the affected Bargaining Agent is party to such agreement.

Notwithstanding the above, this Article shall not apply to:

- an agreement between a Contractor and any or all of the Bargaining Agents to reimburse the Contractor for unreduced wages paid under enabling provisions through a stabilization or market recovery fund or
- enabling agreements in existence prior to the effective date of this agreement

10.000 WORK HOURS PER DAY, SHIFT WORK, SHIFT PREMIUM,  
OVERTIME AND OVERTIME MEAL BREAKS:

10.100

- a) The regular work day shall be eight (8) hours worked per day and the regular work week shall be forty (40) hours per week Monday to Friday inclusive. The regular work day shall commence at 7:00 a.m. (plus / minus one hour) and be consistent throughout the work for each contract.
- b) Building Trades Members will be required to report to work, dressed and ready to start at their assigned work station at the designated starting time. Both parties agree that building trades members will be allotted 15 minutes at the end of the shift on the Proponent's time in order to be bussed or driven out of the work site.

Either party can request this matter be reviewed by the PLA Standing Committee, if there are concerns around travel in times or travel out times not being balanced as per the intent of this article. Employees will be permitted to leave their assigned station at the end of the shift, at the time allotted for clean up, if any, defined in the applicable Provincial Agreement.

- c) A thirty (30) minute unpaid meal break shall be scheduled by the Contractor on each regular shift. Meal breaks shall be scheduled in such a manner so as not to stop the normal operation of the job. For the sake of clarity, no meal break or work break shall be considered hours worked for any reason.
- d) Scheduled work days may be changed at the discretion of the Contractor. All affected Employees shall be given at least forty-eight (48) hours' notice prior to the completion of the current work week of the change for the following work week. Notice may be given in any form including as described in Article 16 of this agreement) Should the Contractor provide less than forty-eight (48) hours' notice the Employee shall be entitled to be paid at double the Employee's regular hourly rate for all regular hours worked on the first altered shift.
- e) Scheduled shifts may be changed mid-week at the discretion of the Contractor (i.e. amending scheduled shift from the day shift to the afternoon shift). When shift schedules are to be changed; except as noted in the next

paragraph, all affected Employees will be given twenty-four (24) hours' notice prior to the start of the new shift and if less than twenty-four (24) hours advance notice is given, the first changed shift worked will be paid at double the Employee's regular hourly rate.

- f) When shift schedules are being revised to return the Employee to his normal shift schedule, the twenty-four (24) hour advance notice will not apply. In place, the Employees must be notified at the start of the preceding shift that they are to return to their normal shift schedule on the next shift. All Employees must have an eight (8) hour break, or rest period between the completion of their shift and the start of their normal shift. In the situation where the eight (8) hour rest period does not allow the Employee to return to work at the normal start time, the Employee will be paid for a full work day if the actual hours worked are greater than four (4) hours or paid a minimum of four (4) hours if the actual hours worked are less than four (4) hours based on the earliest start time the mandatory rest period permits.

10.200 From time to time, Employees may be scheduled to work shifts falling outside the regular work day. In such cases, shift differentials may apply. For the purposes of calculating shift differential the following shall apply:

- (a) "Day Shift" shall mean any shift where the majority of hours worked fall between 7:00 am and 3:00 p.m.
- (b) "Afternoon Shift" shall mean any shift where the majority of hours worked falls between 3:00 p.m. and 11:00 p.m.
- (c) "Midnight Shift" shall mean any shift where the majority of hours worked fall between 11:00 p.m. and 7:00 a.m.

If there is an equal number of hours in each of the Day, Afternoon or Midnight Shift, the highest shift differential shall apply.

When shifts are required, the Day Shift shall work eight (8) hours at the regular straight-time rate. The Afternoon Shift shall work eight (8) hours at the regular straight-time rate, plus a \$5.00 per hour shift additive. The Midnight Shift shall work eight (8) hours at the regular straight-time rate, plus a \$5.50 per hour shift additive.

Shift differential will not be paid on shifts worked on Saturdays, Sundays, recognized holidays, as listed in Article 8.0 of the Agreement, nor shall they be paid for any hours paid at an Overtime or Double time rate.

- (d) The shift differentials identified in paragraph 10.200 (c) above shall be increased by \$0.10 annually for each year of the Agreement with the first increase becoming effective at midnight May 1, 2019.

10.300 All time worked before and after the Employee's scheduled shift of eight (8) hours, Monday through Friday shall be paid for at the rate of time and one-half (1 ½) the hourly rate for the Day Shift as set out in Articles 10.100 and 10.200 (in other words, the regular hourly rate without shift differential) for the first three (3) hours worked beyond the affected shift. Double time is to be paid for hours worked thereafter.

All hours worked on Saturday, Sunday and all Call-Out Overtime shall be at double time.

For the purposes of this article, the definition of Saturday / Sunday, will be the forty-eight (48) hour period commencing at 7:00 a.m. Saturday and ending at 7:00 a.m. Monday.

10.400 Overtime Meal Breaks:

- (a) **Unscheduled Overtime**

When an Employee works unscheduled overtime at the conclusion of and continuous with his/her scheduled shift as defined in Article 10.100 and 10.200, he/she shall be entitled to a meal and a meal break when overtime work exceeds two (2) hours. The Employee shall be entitled to a further meal and meal break every four (4) completed hours thereafter. It will be the prerogative of the Contractor, in conjunction with the stewards to arrange meal breaks to maximize the efficiency and convenience of the job. This may include scheduling breaks at appropriate times and dividing crews for the purposes of the break schedule in order to provide for the continuity of work.

- (b) **Scheduled Overtime**

When an Employee works scheduled overtime at the conclusion of and continuous with his/her scheduled shift as defined in Article 10.100 and 10.200, he/she shall be entitled to a overtime meal break when overtime work exceeds two (2) hours. The Employee shall be entitled to a further meal break every four (4) completed

hours thereafter. It will be the prerogative of the Contractor, in conjunction with the stewards to arrange meal breaks to maximize the efficiency and convenience of the job. This may include scheduling breaks at appropriate times and dividing crews for the purposes of the break schedule in order to provide for the continuity of work.

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

When an Employee works "Call-Out Overtime" (overtime work performed other than continuous with the regular work day or Scheduled Overtime) he/she 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 following the conclusion of the first meal break during continuing Scheduled or Call-Out Overtime for each subsequently completed four (4) hours of overtime work. 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 the straight time rate. However, in calculating entitlement to a meal, the thirty (30) minute break shall not count as overtime work.

The Contractor's obligation in respect to overtime meal entitlement shall be discharged by:

- (a) Provision of a meal up to \$15.00; or
- (b) Payment in lieu at the rate of \$15.00

10.500 Any provisions regarding minimum number of days to establish shifts are not applicable under this Agreement.

10.600 The parties agree that there shall be no pyramiding of premiums, differentials, overtime, etc.



11.000 UNION SECURITY

11.100 Subject to sub-article 11.300 and Article 3.000, all Contractors shall employ only

- a) members in good standing,
- b) travelers or;
- c) non-member applicants

all of whom must be in possession of a referral slip from the affected Bargaining Agent prior to commencing work on the Agreement as defined by Article 1.100 in accordance with the provisions of the applicable Provincial Agreement as amended by this Agreement.

11.200 The Bargaining Agents agree to assist any Contractor performing work under this Agreement by all means in their power to secure necessary skilled and competent workforce.

11.300 When any Bargaining Agent cannot supply qualified persons within forty-eight (48) hours of the date requested, (Saturday, Sunday and Holidays excluded), then the Contractor may secure other qualified persons. In the case of emergency where qualified persons are needed immediately the Contractor may secure other qualified persons prior to the expiry of the forty-eight (48) hour period and promptly notify the Steward(s) on site. Such employees shall make application to become members of the affected local union within one week of commencing work. For the purposes of the paragraph an emergency shall be an unplanned or unforeseen event including, breakdowns, fires, spills, environmental hazards, accidents and start up problems. To constitute an emergency the event must be confirmed so by the Proponent.

Layoffs from the job site shall occur in the following sequence provided the remaining employees have the skills, qualifications and experience to perform the work immediately without training:

- 1<sup>st</sup> Non-member applicants
- 2<sup>nd</sup> Travellers
- 3<sup>rd</sup> Local Members

The Contractor or Proponent may request an exemption from this sequence from the Business Manager of the applicable local union with reasonable justification which will not be unreasonably withheld.

The affected Bargaining Agent may replace non-member Applicants and or travelers with qualified Local Members when available. Such

replacement shall not take place mid-shift. The affected Contractor shall be given 24 hours notice of such replacement.

- 11.400 It is understood and agreed that this provision shall not affect any right of a Contractor(s) as set out under Article 3.000 [Hiring and Transfer] of the Agreement.
- 11.500 When Employees are absent from work and do not provide prior notification as soon as possible or at least twenty-four (24) hours in advance of the commencement of their shift to their supervisor or in emergency situations cannot provide a reasonable explanation for the absence such Employees may be subject to disciplinary action up to and including termination. The Contractor is required to provide each Employee with the reasonably established rules regarding absence consistent with this Agreement and the necessary information to notify the Contractor.
- 11.600 Any Employee who abandons employment or is discharged for cause (safety violation, culpable absenteeism, etc) with respect to work covered by this Agreement may be ineligible for any work assignment at the Proponent's site which is covered by the Agreement for a period of time to be determined at the sole discretion of the Proponent. However, in such cases where the period of time exceeds three working days, the Proponent shall provide the affected Bargaining Agent with written notice of its decision and shall provide the affected Bargaining Agent an opportunity to make submissions to the Standing Committee on the appropriateness of such decision. Failure to comply with such requirement shall not give rise to a claim for damages.

12.000 UNION REPRESENTATION:

- 12.100 In the first instance the appointed Steward, as described in Article 13, shall be the designated Union Representative of the affected Bargaining Agent at site for the purposes of the Agreement and shall have the authority to request the intervention of the Proponent.
- 12.200 As required and in addition to Article 12.100 a designated representative of the affected Bargaining Agent shall seek authorization to attend on a site by notifying the Senior Representative of the Contractor on the job. The Contractor shall not unreasonably withhold such authorization. In no circumstances shall the Union Representative interfere with the progress of the work.
- 12.300 Whenever security or safety regulations prevent access to any job, the Contractor or its representative, will give all reasonable assistance to the Union Representative in obtaining the necessary pass or permission to gain access to such job. Union Representatives, when on site, shall abide by all reasonable site regulations, safety and security rules arising from and under the applicable safety legislation.
- 12.400 Subsequent to 12.100 above the Proponent may provide authorization for the Designated Union Representative(s) to attend on a site.

13.000      STEWARDS

- 13.100      A steward shall be a qualified worker appointed by the affected Bargaining Agent and confirmed in writing to the affected Contractor 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.
- 13.200      At lay-off, the Steward will be the one of the last two (2) employees of the affected trade employed by the Contractor on the job provided he/she is qualified to do the work at hand.
- 13.300      Prior to termination of a Steward for any reason, the Contractor will notify the Local Union Office in writing.
- 13.400      All Stewards shall be trained on the details of the Agreement in particular the role and use of the Standing Committee.
- 13.500      Stewards shall be notified of and afforded the option of working all overtime hours.
- 13.600      Health and Safety Representative

The following will apply on a project where the contractor employs 10 or more individual members from the same Building Trades Affiliate.

- 1) The Building Trades Affiliate reserves the right to appoint or remove a Health and Safety Representative on any project that employs ten or more individual members from the same Building Trades Affiliate. The contractor shall be notified in writing when a Health and Safety Representative has been appointed. The Health and Safety Representative will be responsible for their regularly assigned work on behalf of the Contractor.
- 2) The Health and Safety Representative shall be allowed sufficient time to ensure that Health and Safety rules and policies are being followed on site, and will participate in accident investigations in accordance with the Occupational Health and Safety Act.
- 3) No Health and Safety Representative will be discriminated against by the Contractor for performing duties as a Health and Safety Representative.
- 4) The Health and Safety Representative will not be laid off or terminated, unless with just cause, as long as the Contractor employs at least 10 or more individual members from the same

Building Trades Affiliate.

14.000 MARK-UP MEETINGS

14.100 All projects, prior to starting which have greater than 1000 total hours and which work involves a Building Trades Affiliate, must hold a pre-job conference including Contractors and Sub-contractors, in order to discuss manpower, safety measures and project requirements; and to determine the jurisdictional areas of work prior to work being performed. All preliminary assignments, plans or prints necessary to the settlement of any jurisdictional concerns will be forwarded to the office of the Building Trades Council, Business Manager prior to the pre-job conference, or be made available at the pre-job conference if time does not allow.

15.000 TRAVEL, SUBSISTENCE AND MANPOWER SHORTAGE PROTOCOL

15.100 There shall be no room and board, travel allowance, mileage or pay for travel time applicable under this Agreement.

15.200 Where the Building Trades Affiliate is unable to supply manpower to fulfil the request from the Proponent, the following shall apply:

Step 1) The Building Trades Affiliate must reach out to local members and sister locals that are within driving proximity to request trades personnel from local or regional areas close to Proponent's work site to meet the Proponent's needs.

Step 2) If the individual local and sister locals for that particular trade within driving distance cannot supply, then the local requiring personnel must request trades personnel from local HBBT Affiliates in Hamilton who have comparable skill sets.

Step 3) If local union, sister locals and HBBT Affiliates can not supply, then Proponent will evaluate if it wants to cancel the manpower request. If Proponent continues to have a need, will have the option to request local union to secure required trades personnel through provincial or inter provincial sources with the understanding that in such case reimbursement for accommodation, if any, will be at the discretion of the Proponent.

16.000 CONFLICTS AND ENFORCEABILITY

16.100 In the event of a conflict between the Agreement and the applicable Provincial Agreement(s) or where the terms of the applicable provincial agreement provides a greater right or benefit or condition of employment to an Employee, the terms and conditions of this Agreement shall apply.

16.200 In instances where the Agreement does not address the general subject matter of a particular term or condition of employment for work covered by the Agreement such terms and conditions shall be governed by the terms of the applicable Provincial Agreement except as where otherwise noted in Article 1.100. For the sake of clarity, this Agreement addresses the following terms and conditions of employment which shall not be subject to any provisions in a Provincial Agreement except as expressly identified in this Agreement:

- Apprentices
- Reporting Time
- Hiring and Transfer
- Work Breaks
- Holidays
- Wages
- Hours of Work (Including but not limited to Meal Breaks (With or Without Pay), Shift Premiums or Differentials and Overtime)
- Union Security

16.300 The Agreement is binding and enforceable on the Bargaining Agents, Employees, the Proponent and the Contractor(s) pursuant to the *Labour Relations Act, 1995* as amended. For the sake of clarity, the Proponent is not a party to nor is it bound by the terms of any provincial ICI agreement or any other agreement as a result of entering into this Agreement.



17.000      NOTICE

17.100      Notice given under this Agreement shall be sufficient if given in writing to a party and delivered in person or by priority post to the party's last known address or given by facsimile transmission to such party's telecopier number and such notice shall be deemed to be received on the earlier of the actual date of receipt or three (3) days after being mailed by priority post, as the case may be. The parties shall notify one another as to their addresses, facsimile and telephone numbers and any changes to them.

18.000      AUDIT

18.100      The HBBT Council and HBBT Affiliates have agreed to assist the Proponent's Purchasing Department during their internal auditing process with Building Trade Contractors. The Proponent has agreed these auditing periods will be scheduled up to four times a year, and the information required will be supplied in the form of Excel spreadsheets, verifying an individual member's trade classification or Journeyman status during particular periods of employment on the Proponent's premises. This information will be provided within 10 business days of the request from the Proponent. The HBBT Council and HBBT Affiliates also agree to assist more frequently with auditing information if the Proponent finds there to be an immediate or ongoing problem with a particular contractor's audit information. At no time should the reporting and audit verification become a hardship for a local union's administration, and at no time should a local union administration refuse to assist with a reasonable request for trade classification.

19.000 NOTICE OF PRE-MATURE TERMINATION

19.100 Either party (the Proponent or the Bargaining Agent group) may give notice to the other of the desire to terminate the agreement prior to March 27, 2029 provided that:

- a) Notice is given six (6) months prior to the early termination date.
- b) A list of all work commenced prior to the notice in (a) is provided and a statement that this work will be completed under the terms of the agreement regardless of the planned completion date.

**DATED** at Hamilton, Ontario, this 27<sup>th</sup> day of March 2019 by the Agreement Standing Committee defined in Article 4.000.

**ArcelorMittal Dofasco G.P.**

**HBBCTC**

\_\_\_\_\_  
A. Pappin

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Garry Baverstock, President, HBBCTC

\_\_\_\_\_  
A. Robinson

\_\_\_\_\_  
Mark Ellerker, Business Manager, HBBCTC

\_\_\_\_\_  
Dave Gardiner, Business Manager,  
Asbestos Workers, Local Union 95

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Ron Metcalfe, Business Manager,  
Bricklayers, Local Union 1

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Roy Grills, Business Manager,  
Boilermakers, Local Union 128

\_\_\_\_\_  
Matt Creary, Business Manager,  
Carpenters, Local Union 18

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Lorne Newick, Business Manager,  
Electricians, Local Union 105

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Brad Brave, Business Manager,  
Elevators, Local Union 90

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Ken Burley, Business Representative  
Glaziers, Local Union 1795

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James Hannah, Business Manager,  
Ironworkers, Local Union 736

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Manny Bastos, Business Manager,  
Labourers, Local Union 837

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Mich Sinclair, Business Manager,  
Millwrights, Local Union 1007

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Scott McCoy, Business Manager  
Millwrights, Local Union 1916

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Virgil Nosé, Business Manager  
Operating Engineers, Local Union 793

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Ken Burley, Business Representative  
Painters, Local Union 205

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Nathan Bergstrand, Business Manager  
Plumbers, Local Union 67

---

Andrew Tarr, Business Manager  
Refrigeration, Local Union 787

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Scott McQueen, Business Manager  
Sheetmetal, Local Union 537

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John McCann, Business Manager  
Teamsters, Local Union 879

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Jack Barbosa, Business Manager  
Marble Tile, Local 31

LETTER OF UNDERSTANDING  
CALCULATING MAINTENANCE BASE RATES

The Maintenance Journeyman Base Rate is calculated by removing \$1.00 from the Local ICI Construction Base Rate for each individual trade.

Maintenance Journeyman Base Rate Formula:

$(\text{Journeyman ICI Construction Base Rate}) - \$1.00 = (\text{Journeyman Maintenance Base Rate})$

Maintenance Apprenticeship Base Rates are calculated as follows, depending on how the Local ICI Construction Agreement is written:

1. If the Local ICI Construction Agreement states Apprenticeship base rates are a percentage of the ICI Journeyman Base Rate (such as 1<sup>st</sup> year 40%, 2<sup>nd</sup> Year 50%, 3<sup>rd</sup> Year 60%, 4<sup>th</sup> Year 70% and 5<sup>th</sup> Year 80%), the Maintenance Base Rate formula is:

$(\text{Journeyman ICI Construction Base Rate}) - \$1.00 = (\text{Journeyman Maintenance Base Rate}) \times (\text{Apprenticeship percentage}) = \text{Apprenticeship Maintenance Base Rate}$

Example (May 2018 Bricklayers):

$(\text{Journeyman ICI Construction Base Rate } \$41.10) - \$1.00 = (\text{Journeyman Maintenance Base Rate } \$40.10) \times (\text{Apprenticeship 1<sup>st</sup> Year } 50\%) = (\text{Maintenance Apprenticeship 1<sup>st</sup> Year Base Rate } \$20.05)$

2. If the Local ICI Construction Agreement states Apprenticeship base rates are a fixed dollar amount, the dollar amount for each Apprenticeship Level will be converted to a percentage of the ICI Construction Journeyman Base Rate, and that percentage shall be applied per number 1 above.

Example (May 2018 Sheet Metal):

- $(\text{Journeyman ICI Construction Base Rate } \$39.58) - \$1.00 = (\text{Journeyman Maintenance Base Rate } \$38.58)$ .
- $(\text{Apprenticeship Year 1 ICI Construction Base Rate } \$16.03) / (\text{Journeyman ICI Construction Base Rate } \$39.58) = (\text{Apprenticeship Year 1 percentage of ICI Journeyman Base Rate } 40.500\%)$
- $(\text{Journeyman Maintenance Base Rate } \$38.58) \times (\text{Apprenticeship Year 1 percentage of ICI Journeyman Base Rate } 40.500\%) = (\text{Maintenance Apprenticeship Year 1 Base Rate } \$15.62)$

3. If the Local ICI Construction Agreement states Apprenticeship base rates are a fixed dollar amount and a percentage of the ICI Journeyman Base Rate, and when the dollar amount for each Apprenticeship Level is converted to a percentage of the ICI Construction Journeyman Base Rate and the dollar amounts and the percentage do not equal, the percentage amount shall govern and that percentage shall be applied per number 1 above.

Example (May 2018 Boilermakers):

- $(\text{Journeyman ICI Construction Base Rate } \$43.57) - \$1.00 = (\text{Journeyman Maintenance Base Rate } \$42.57)$ .
- Apprenticeship Year 1 ICI Construction Base Rate is listed as \$25.79 and 60%, but 60% of \$43.57 is \$26.14, therefore the 60% shall govern. (Apprenticeship Year 1 ICI Construction Base Rate = 26.14)
- $(\text{Journeyman Maintenance Base Rate } \$42.57) \times (\text{Apprenticeship Year 1 percentage of ICI Journeyman Base Rate } 60\%) = (\text{Maintenance Apprenticeship Year 1 Base Rate } \$25.54)$

4. If the Local ICI Construction Agreement does not list a “Journeyman” in the Wage Schedule, the following Trade Levels will be equivalent to the “Journeyman”:

<b>Trade</b>	<b>Trade Level equivalent to Journeyman</b>
Asbestos Remover	Level 3
Communications Electrician	Senior Technician
Insulator	Mechanic
Insulator – Asbestos Abatement	Mechanic
Labourer	General Labourer
Labourer – Refractory	Refractory Labourer
Operating Engineer (Schedule B)	Class 1.1A

Levels above the Journeyman will be calculated using the Journeyman Maintenance Base Rate calculation

**APPENDIX "A"**

<b>TRADE H.B.B.&amp;C.T.C.</b>	<b>AGENTS MARK ELLERKER</b>
Asbestos Workers LU 95	Dave Gardiner, Business Manager
	John Swart, Business Agent
	John Casey, Business Agent
	Bryan Ross, Business Agent
Bricklayers LU 1	Ron Metcalfe, Business Manager
Boilermakers LU 128	Roy Grills, Business Manager
Carpenters LU 18	Matt Creary, Business Manager
	Garry Baverstock, Business Agent
Electricians LU 105	Lorne Newick, Business Manager
	Steve Fox, Business Agent
Elevators LU 90	Brad Brave, Business Manager
Glaziers LU 1795	Ken Burley, Business Representative
Ironworkers LU 736	James Hannah, Business Manager
	Steve Pratt, Business Agent
Labourers LU 837	Manny Bastos, Business Manager
	Riccardo Persi, Business Agent



<b><u>TRADE</u></b> <b>H.B.B.&amp;C.T.C.</b>	<b><u>AGENTS</u></b> <b>MARK ELLERKER</b>
	Mark Bastos, Business Agent
	Sam Porto, Business Agent
Millwrights LU 1007	Mich Sinclair, Business Manager
Millwrights LU 1916	Scott McCoy Business Manager
Operating Eng. LU 793	Virgil Nosé, Business Manager
Painters LU 205	Ken Burley, Business Representative
Plumbers LU 67	Nathan Bergstrand, Business Manager
Refrigeration LU 787	Andrew Tarr, Business Manager
	Ian Frost, Business Agent
Sheetmetal LU 537	Scott McQueen, Business Manager
Teamsters LU 879	John McCann, Business Manager
	Ernie Bishop, Business Agent
Marble Tile LU 31	Jack Barbosa, Business Manager