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# COLLECTIVE AGREEMENT

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*between*

**THE NATIONAL MAINTENANCE COUNCIL FOR CANADA**

*and*

**ALL CONTRACTORS WORKING ON**

Maintenance, Repair, Revamp, Renovation and Upkeep

*of*

**VARIOUS INDUSTRIAL OPERATING FACILITIES**

*in*

**THE PROVINCE OF NEWFOUNDLAND AND LABRADOR**

As agreed by the Council and specified in Appendix 'C'

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## CONTENTS

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### **A**

Appendix A – Signatory Unions.....	21
Appendix B – Signatory Employers .....	22
Appendix C.....	23
APPRENTICES .....	16

---

### **B**

BENEFITS & OTHER MONETARY FUNDS.....	9
--------------------------------------	---

---

### **C**

COMPENSATION INSURANCE .....	9
CREW SIZE, SUPERVISION AND FOREMEN.....	17

---

### **D**

DEFINITIONS .....	6
DISMISSAL AND DISCIPLINE .....	17
DURATION AND TERMINATION OF AGREEMENT .....	20

---

### **E**

ELECTRONIC SIGNATURE .....	20
----------------------------	----

---

### **G**

GRIEVANCES .....	7
------------------	---

---

### **H**

HIRING AND TRANSFER OF MEN.....	16
HOLIDAYS.....	9

---

### **L**

LOCKOUT AND WORK STOPPAGE .....	17
---------------------------------	----

---

**M**

MANAGEMENT CLAUSE .....	19
-------------------------	----

---

**N**

National Maintenance Council for Canada - Administration Fund .....	24
---	----

---

**R**

RECOGNITION .....	5
REPORTING TIME .....	10

---

**S**

SAFETY .....	15
SCOPE OF WORK .....	6
STEWARDS .....	8

---

**T**

THE COMPANY AND THE UNIONS .....	5
TRANSPORTATION .....	15
TRAVEL AND SUBSISTENCE .....	10

---

**U**

UNION REPRESENTATION .....	8
UNION SECURITY .....	5

---

**W**

WAGES .....	8
WORK BREAKS .....	12
WORK HOURS PER DAY, OVERTIME, SPECIAL ALLOWANCE AND OVERTIME MEALS .....	12

# NATIONAL MAINTENANCE AGREEMENT

This Agreement is entered into this 1st day of November 2017

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 FOR CANADA**

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

For the purpose of maintenance, repair, revamp, renovation and upkeep work for

**VARIOUS INDUSTRIAL OPERATING FACILITIES  
AS AGREED BY THE COUNCIL  
AND LISTED 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, in order to ensure relative equity and uniform interpretation and application, the Unions, through the duly appointed and constituted Council for Maintenance in Canada, wish to negotiate and administer the said Collective Agreement in concert, each with the other, and all with the Company.

Whereas the Company 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.

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:

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## ARTICLE 1.000 RECOGNITION

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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) at the Owner's plant site as listed in Appendix "C" of this Agreement.

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## ARTICLE 2.000 THE COMPANY AND THE UNIONS

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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, provided, however, that if they or the Unions are unable to agree upon the Union which is to have jurisdiction over any group of employees, the Company will recognize one as having jurisdiction until such time as the Claimant Unions agree upon another. The work of any trade not party to the Agreement will not be interfered with by those party to the Agreement. The trades will not interfere with the decision of the Company to assign work.

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## ARTICLE 3.000 UNION SECURITY

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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 men within seventy-two (72) hours of the date requested, (Saturday, Sunday and holidays excluded), then the Company may secure other qualified men who must immediately apply for membership in the respective Unions.

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## ARTICLE 4.000 SCOPE OF WORK

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- 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, within the limits of the Owner's plant site.
- 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 The Council and the Company understand that the Owner may, at his discretion, choose to perform or directly sub-contract work for any part or parts of the work necessary in his plant.
- 4.400 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.

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## ARTICLE 5.000 DEFINITIONS

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- 5.100 Maintenance shall be defined as any work (includes repair, renovation, revamp, upkeep, etc..) performed within the limits of a plant property, or other locations related directly thereto on existing structures or equipment to keep a manufacturing, industrial facility and/or its equipment and machinery operating.
- 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.
- 5.300 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.
- 5.400 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 final determination.

5.500 The term "Area Labour Agreement" or such term shall mean the existing Labour Agreement under which members of any of the International Unions who are members of this Council are employed in construction in the area where work under this Agreement is being performed.

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## ARTICLE 6.000 GRIEVANCES

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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. It is further agreed that grievances initiated by the Company will commence at Step 2 and shall be handled in the following manner:

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

6.102 Step 2 Between the aggrieved employee, his Steward and/or Local Union Business Representative and his 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.

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 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 Newfoundland.

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 Newfoundland 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 Grievances may be submitted on Union letterhead or on National Maintenance Council grievance forms which are available on the National Maintenance Council website at [www.gpmccanada.com](http://www.gpmccanada.com).

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## ARTICLE 7.000 UNION REPRESENTATION

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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.

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## ARTICLE 8.000 STEWARDS

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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.

8.200 At lay-off, the appointed 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.

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## ARTICLE 9.000 WAGES

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9.100 Wage rates for maintenance work shall be \$0.75 per hour less than the 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.

Wages shall be paid weekly by cheque or electronic deposit.

Maintenance wage rates and benefits are described in the attached Appendix 'E'.



- 9.200 When zone type wage structures are provided for in Area Labour Agreements in the area and are otherwise applicable in the area of the project, the project for the purposes of this Agreement will be considered as if it was within the area of the base zone rate, unless otherwise provided for in this Agreement.
- 9.300 Employees who are laid off or terminated from the services of the company, shall normally receive their final wages, vacation pay due, unemployment insurance record of earnings, and apprenticeship books, before they leave the jobsite.
- 9.400 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. EI Record of Employment (ROE's) may be filed electronically, or at the employer's option be mailed to the employees' last recorded home address within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays.

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## ARTICLE 10.000 BENEFITS & OTHER MONETARY FUNDS

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- 10.100 Welfare Funds, Pension Funds, Apprentice Training Funds and other Union Funds called for in the Area Labour Agreement(s) shall be paid in accordance with the said Labour Agreement(s) except that no funds shall be paid on a basis which exceed the straight time and overtime provisions of this Agreement.
- 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 to properly transact and maintain its business. This amount shall be remitted monthly to the office of the Executive Director.

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## ARTICLE 11.000 COMPENSATION INSURANCE

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- 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.

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## ARTICLE 12.000 HOLIDAYS

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- 12.100 All time worked on the following holidays shall be paid at the rate of double time.
- The following days will constitute the recognized holidays within the terms of this Agreement. Any other holiday proclaimed by either Provincial or Federal Government will be automatically recognized within this Agreement.
- New Year's 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.

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## ARTICLE 13.000 REPORTING TIME

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13.100 When an Employee reports for work, unless previously advised there is no work available, he 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, he shall be paid for hours worked or actual waiting time past the two (2) hours minimum.

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## ARTICLE 14.000 TRAVEL AND SUBSISTENCE

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14.100 a) Daily Travel

On those projects that are located between fifty (50) road kilometers to one hundred (100) road kilometers from the closest city/town hall or designated location to the individual's residence, 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 \$0.68 per road kilometer for each day worked or reported for work, from the jobsite paid one way from the closest city/town hall where the individual resides.

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 (100) road kilometers from the town hall/city from which the employee resides.

Subsistence will be paid at a rate of one hundred dollars (\$100.00) per day worked or reported for.

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

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 closest city/town hall where the individual resides. 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 which will be paid as follows from the above:

100-200 Radius Kilometers	\$	86.00 each way,
201-300 Radius Kilometers	\$	122.00 each way,
301-375 Radius Kilometers	\$	147.00 each way,
376-475 Plus Radius Kilometers	\$	220.00 each way,

*or total cost of commercial transportation  
from home town to jobsite*

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-six (476) road 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 total cost of commercial transportation from home town to jobsite.

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 fifty (50) road kilometer free zone around the project.

14.300 On a subsistence project, employees domiciled outside a fifty (50) road kilometer zone around the job will be provided transportation to and from the job or paid \$0.68 per road kilometer for each day worked or reported for work, from the edge of the free zone to the temporary domicile and return.

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## ARTICLE 15.000 WORK BREAKS

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15.100 It is agreed that all Employees covered by this Agreement will be permitted ten (10) minutes in each half of their respective regular, daily hours of work to drink coffee or refreshments on the job in the area or areas designated by the Company. It is, however, understood that this shall be done in such a manner that will not stop the normal 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.

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## ARTICLE 16.000 WORK HOURS PER DAY, OVERTIME, SPECIAL ALLOWANCE AND OVERTIME MEALS

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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.

When ten (10) hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two breaks of one half ( $\frac{1}{2}$ ) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift. In the event an employee is not able to take a break, the employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half ( $1\frac{1}{2}x$ ) shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which work days are regularly scheduled in excess of ten (10) hours. A change in the scheduling of breaks will normally be communicated to the affected employees prior to the end of the work cycle before the change.

16.200 When two (2) or three (3) shifts are employed, the first or day shift shall be established on an eight (8) hour worked basis, the second or afternoon shift shall be on a seven and one-half ( $7\frac{1}{2}$ ) hour worked day basis, and the third or night shift shall be established on a seven (7) hour worked day basis. The pay for a full shift on each of the above shifts shall be eight (8) times the hourly wage rate. Second and third shifts shall work over into Saturday a.m. on the above basis in order to complete their shift.

It is understood the mid-shift lunch breaks are unpaid.

Each shift must be scheduled for a minimum of three (3) consecutive work days. Should the shift be cancelled prior to completion of the three (3) consecutive work days, affected Employees will be paid at applicable overtime rates for all hours worked outside the regular work day, as defined in Article 16.100.

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 doubletime (2).

16.300 All time worked before and after the established work day of eight (8) hours, Monday through Friday, shall be paid for at the rate of time and one-half (1 1/2) for the first two (2) hours of overtime. Any overtime beyond the first two (2) hours shall be paid at the rate of double time (2).

All time worked on Saturdays, Sundays and Holidays shall be paid for at the rate of double time (2).

16.301 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 By mutual consent of the Company and the Union Representative, 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) 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 allowances 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 subsequent 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.

The Company's obligation in respect to a meal entitlement shall be discharged by:

- a) Provision of a meal up to \$25.00
- b) Payment in lieu at the rate of \$25.00

The Council may review this amount during the lifetime of this Agreement.

- 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 twenty dollars (\$25.00) 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 twenty-five dollars (\$25.00) 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.

It is the intent of this clause that no employee shall lose pay on a normal shift due to taking the required eight (8) hour break rule.

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.

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## ARTICLE 17.000 TRANSPORTATION

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17.100 At plant locations where private transportation is not permitted, the Company shall furnish transportation that provides shelter from inclement weather from the gate to the jobsite and back to the gate, when said distance is one-half (1/2) mile or more.

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## ARTICLE 18.000 SAFETY

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18.100 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 Area Agreement, or applicable Safety Laws.

18.200 Where the Contractor determines after an employee had been hired, that the nature of the work will require the employee to be supplied with specific safety equipment to safely perform his/her duties, all such safety equipment and/or devices shall be supplied, at the Contractors expense, in accordance with the intended use. Notwithstanding the foregoing, the Contractor shall provide to each employee upon commencement of employment, the following specific articles for use by the employee in the course of their employment on the Project:

- 1) one (1) safety hat colored by trade with a winter lining;
- 2) one (1) safety vest;
- 3) appropriate work gloves;
- 4) non-prescription safety glasses;
- 5) rain gear (jacket and pants) and appropriate clothing (including rubber boots) when the nature of the job requires such clothing as determined by the Contractor in its sole discretion; and
- 6) such equipment shall be of reasonable quality, fit and size for the employee.

The employee will be responsible to provide his/her prescription safety eyeglasses and personal safety footwear required for normal working conditions.

18.300 Lunch Room and Facilities

The contractor shall provide and maintain clean, heated, sanitary facilities, which shall include modern flush toilets, urinals and wash basins, where this is not reasonably, chemical toilets and pump tank facilities will be provided.

18.301 Fresh, safe drinking water and sanitary cups shall be provided to the employees.

18.302 The contractor shall provide lunch rooms and determine their locations, subject to restrictions of work area. Any and all handling will be controlled to ensure good sanitary conditions.

- 18.303 When Lunch rooms are used, they shall be kept heated and clean, with adequate size and seating capacity to accommodate the number of people using the facility. General lunch rooms shall be provided with reasonable amenities.

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## ARTICLE 19:000 APPRENTICES

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- 19.100 The Council and Member Unions agree that the needs of plant maintenance may warrant differing apprentice ratios than those established.

The Company is to follow the established ratios outlined in the respective construction reference agreements as a minimum unless other arrangements have been approved with the Local Union.

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## ARTICLE 20.000 HIRING AND TRANSFER OF MEN

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- 20.100 The Company agrees to hire and/or transfer men in any territory where work is being performed or is to be performed in accordance with the procedures outlined by each Council Affiliates' Local Area Agreement. In reference to the 72hour rule, Article 3.300 applies.
- 20.200 The Company will be allowed to name hire up to fifty (50) percent of the members required for each trade (as per local union hiring hall practices). The Business Manager of the Local Union has the discretion to permit higher percentages for name hires. Layoffs shall be conducted so as to maintain the 50/50 ratios, provided the remaining workers are qualified to perform the remaining work.
- 20.201 There shall be no "banking" of calls, and the Company shall not be permitted to include the unused allowance when hiring at a later date.
- 20.300 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.
- 20.301 The component unions of the National Maintenance Council for Canada (NMC) recognizes the importance of the supply of skilled and ready-to-work employees on maintenance projects. The NMC agrees to adopt the core training safety provisions which have been established by the individual component unions and outlined in their respective reference agreements.
- 20.302 The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers are expected to disclose to the Employer any current safety training certificates that may be required for that job, as identified by the employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective.
- 20.400 Should an employee residing in camp accommodation be requested by the employer or the Clients' designated camp management personnel to move to another room or camp, he is to do it during work hours and will be paid at appropriate rates or the employee shall be paid two (2) hours at the applicable straight time rate to carry out the move, if done outside work hours. This provision will not apply where employees are required to pack their room at the end of a work cycle or to facilitate a move that will occur during the employees' furlough. Transportation will be supplied if required.



## 20.500 Welding Testing

When welders are hired on the Project, the Contractor shall be provided with a copy of the welder's existing and current welding certifications. When welders are hired on the Project, the Contractor hiring the welder shall compensate the applicable local union after referring the welder, five hundred (500) for each welding certification ticket the welder is required to have to perform the work. The welder shall be reimbursed four (4) hours pay at the straight time rate of pay for each ticket to compensate for time involved in completing each certification test. In the event a welder is laid off and rehired by the contractor, or another contractor working on the project, the contractor or the other contractor shall not be required to pay the five hundred (500) dollars for each ticket and the welder shall not be reimbursed pay if the same welding tickets are required.

The Contractor is responsible for the cost of Canadian Welding Bureau re-certifications if the certification expires more than one (1) year after the welder commences to work on the project. These re-certifications shall be without loss of pay to a maximum of one regularly scheduled work day at the employee's straight time rate of pay.

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## ARTICLE 21.000 CREW SIZE, SUPERVISION AND FOREMEN

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

21.200 The determination of the number of foremen on maintenance work, and their designation as working or non-working foremen, shall be the responsibility of the Company.

The selection and retention of foremen will be the responsibility of the Company. The appointment of foremen in charge of composite or mixed crews will take into account the nature of the work to be done.

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## ARTICLE 22.000 LOCKOUT AND WORK STOPPAGE

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

22.200 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:

22.201 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.

22.300 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.

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## ARTICLE 23.000 DISMISSAL AND DISCIPLINE

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23.100 Disciplinary Action

The purpose of disciplinary action is to provide a consistent approach to managing behaviors through informal and formal corrective processes. The Parties agree to a progressive disciplinary procedure

which provides for a consistent approach to managing behaviors through formal corrective processes. Depending on the severity of the event, the employee will be afforded progressive disciplinary steps that provide the employee with the opportunity to correct or remedy their performance issues. These progressive steps will generally consist of verbal and written warnings, suspensions without pay and/or dismissal. The severity of the event will determine severity of the discipline, i.e., failure to comply with absolutes established for the Project would result in immediate dismissal. Employees shall be given the opportunity to have a Council Project Representative present during any disciplinary meeting with a Contractor, however, this shall not unduly delay the discipline process.

#### 23.200 Steps of Progressive Discipline

- a) Verbal Warning - At this step there is no formal written communication with the Employee. This step is concerned with advising the employee that the actions or behaviors are inconsistent with policies or workplace standards; ensuring that the employee has the relevant policies or standards and understand them; advising the employee how her/his behavior is to be corrected and why. An employee may receive verbal warnings one or more times, depending on the similarity and relationship between events.

#### 23.300 Written Warning

Discipline at this level will usually be the result of the employee not responding to previous verbal warnings or the nature of the action/behavior is more serious. This documentation, copy of which will be sent to the Council, will follow a meeting between supervisor and employee and shall include:

- 1) An identification of the action/behavior that was discussed.
- 2) A statement that this action/behavior is unacceptable.
- 3) Confirmation that the employee will not repeat similar actions or behaviors.
- 4) An indication that future events may result in moving to the next step in the disciplinary process including dismissal.

#### 23.400 Suspension Without Pay

At this stage, previous disciplinary action has not produced the desired change in behavior/action or the event is sufficiently serious to warrant this level of discipline immediately. Documentation shall include all items in 23.300 above plus an indication that any future events requiring this level of discipline will result in immediate termination of employment.

#### 23.500 Termination of Employment

This step in the discipline process shall be either, when a suspension is not seen as having the potential for correcting a situation, given the employee's failure to respond to previous disciplinary action, or the severity of the action/behavior warrants termination. Examples of these can be found in clause 23.800 hereunder. At this level of disciplinary action the employee is to be removed from the workplace immediately. Discharge shall be by written notice which notice will contain the reason for discharge. A copy of the notice given to the employee shall be forwarded to the Council immediately upon being given to the employee.

23.600 Discipline Severity

Although it is the intent to administer discipline on a progressive basis, the severity of the event will determine the level of disciplinary action.

23.700 Discharge

The Contractor shall not discharge nor suspend an employee without just cause.

23.800 Warning

No warning need be given to an employee before they are discharged for the following reasons:

- a) Theft;
- b) Possession, trafficking and/or consuming or under the influence of alcohol or drugs during working hours or at the workplace. This does not include circumstances where the employee is taking medication prescribed by their treating physician where they have been cleared to return to work;
- c) Physical assault on another person;
- d) Insubordination involving threatening behavior and/or physical contact;
- e) Willful damage to property or equipment;
- f) Gross negligence or willful action that exposes self or others to a serious and imminent safety risk;
- g) A history or record of repeated safety infractions; or
- h) Failing to comply with safety absolutes established for the workplace by the Association, Contractor and/or the Owner.

23.900 Site Rules

In the event the Owner safety rules and Project absolutes are more severe than those imposed by the Contractor, then the Owner/Client's rules shall apply.

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## ARTICLE 24.000 MANAGEMENT CLAUSE

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24.001 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 execution of the work, the determination of the competency and qualifications of his Employees, 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.

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## ARTICLE 25.000 DURATION AND TERMINATION OF AGREEMENT

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25.100 This Agreement shall become effective November 1, 2017 and will remain in full force and effect until February 29, 2020 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.

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

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## 26.000 ELECTRONIC SIGNATURE

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

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

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

## APPENDIX A – SIGNATORY UNIONS

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**Vice President**

International Association of Heat  
& Frost Insulators & Allied  
Workers

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**General President**

Labourers International Union  
of North America

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**International Vice President**

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

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**General President**

International Union of  
Operating Engineers

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**Director of Canadian Affairs**

International Union of Bricklayers  
& Allied Craft Workers

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**General President**

International Union of Painters  
and Allied Trades

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**General President**

United Brotherhood of Carpenters  
& Joiners of America

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**Director of Canadian Affairs**

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

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**Vice President**

Operative Plasterers & Cement  
Masons International Association

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**General President**

International Brotherhood of  
Teamsters

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**International President**

International Brotherhood of  
Electrical Workers

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**General Vice President**

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

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**Director of Canadian Affairs**

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

## APPENDIX B – SIGNATORY EMPLOYERS

The list may be amended from time to time as maintenance work is awarded to maintenance employers by owners.

LIANNU LLP

## APPENDIX C

The Agreement applies to industrial projects in the Province of Newfoundland & Labrador as listed below:

**THE AGREEMENT APPLIES TO PROJECTS IN THE PROVINCE OF NEWFOUNDLAND & LABRADOR**

## **NATIONAL MAINTENANCE COUNCIL FOR CANADA - 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. Remittance Forms can be obtained by downloading them from the Forms Library at [www.gpmccanada.com](http://www.gpmccanada.com). Cheques should be made payable to the National Maintenance Council and forwarded to:

National Maintenance Council for Canada  
447 Frederick Street  
Kitchener, Ontario  
N2H 2P4

ATTENTION: Brett McKenzie

### **NOTICE TO CONTRACTORS**

**Remittances to the National Maintenance Council must include an additional 13% Harmonized Sales Tax (HST) to be remitted along with National Maintenance Council remittances monthly.**