



**NMC**

National Maintenance Council for Canada

LEADERS IN UNIONIZED MAINTENANCE

# COLLECTIVE AGREEMENT

Between the National Maintenance Council for Canada and all Contractors working on  
Maintenance, Repair, Revamp, Renovation and Upkeep  
of Various Operating Facilities in

**THE PROVINCE OF MANITOBA**

*Manitoba Maintenance Industry Development Process 2011*

## Contents

ARTICLE 1.000	RECOGNITION .....	4
ARTICLE 2.000	THE COMPANY AND THE UNIONS.....	4
ARTICLE 3.000	UNION SECURITY.....	4
ARTICLE 4.000	SCOPE OF WORK .....	5
ARTICLE 5.000	DEFINITIONS.....	5
ARTICLE 6.000	GRIEVANCES.....	6
ARTICLE 7.000	UNION REPRESENTATION .....	7
ARTICLE 8.000	STEWARDS .....	7
ARTICLE 9.000	WAGES .....	8
ARTICLE 10.000	BENEFITS & OTHER MONETARY FUNDS.....	8
ARTICLE 11.000	COMPENSATION INSURANCE.....	9
ARTICLE 12.000	HOLIDAYS .....	9
ARTICLE 13.000	REPORTING TIME .....	10
ARTICLE 14.000	TRAVEL AND SUBSISTENCE .....	10
ARTICLE 15.000	WORK BREAKS.....	12
ARTICLE 16.000	WORK HOURS PER DAY, OVERTIME, AND OVERTIME MEAL BREAKS.....	12
ARTICLE 17.000	SAFETY.....	15
ARTICLE 18.000	APPRENTICES.....	16
ARTICLE 19.000	HIRING AND TRANSFER OF PEOPLE .....	16
ARTICLE 20.000	CREW SIZE, SUPERVISION AND FOREPERSON.....	17
ARTICLE 21.000	LOCKOUT AND WORK STOPPAGE .....	17
ARTICLE 22.000	MANAGEMENT CLAUSE .....	18
ARTICLE 23.000	TRADE CO-OPERATION.....	18
ARTICLE 24.000	DURATION AND TERMINATION OF AGREEMENT .....	18
APPENDIX A .....		19
	<i>Signatory Unions</i> .....	19
APPENDIX B .....		20
	<i>Signatory Employers</i> .....	20
APPENDIX C.....		21
APPENDIX D .....		22
	<i>General Understandings</i> .....	22
ADMINISTRATION FUND.....		23
	<i>National Maintenance Council for Canada</i> .....	23

# NATIONAL MAINTENANCE AGREEMENT

This Agreement is entered into this 9<sup>th</sup> day of October 2022

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 OPERATING FACILITIES  
IN THE PROVINCE OF MANITOBA  
AS AGREED BY THE COUNCIL  
AND SPECIFIED IN APPENDIX C**

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

Whereas the Company is engaged in the business of plant maintenance (as defined in Article 5) with miscellaneous industries, and this work is of importance to the Unions herein listed, and it being recognized there is an essential difference in the conditions required to perform this type of work, the Council on behalf of its affiliates herein listed, with the Company, wish to enter into an agreement for their mutual benefit covering work of this nature.

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

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

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

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

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

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

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

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

## ARTICLE 1.000 RECOGNITION

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

## ARTICLE 2.000 THE COMPANY AND THE UNIONS

- 2.100 Recognize the Council as herein duly constituted for the purpose of bargaining collectively and administering this Agreement for the members of the affiliated Unions.
- 2.200 Agree to bargain collectively with the Council and to be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made pursuant thereto.
- 2.300 Agree that the jurisdiction recognized therein for each participating Union shall be the jurisdiction recognized by the AFL-CIO. Assignments will be made in accordance with the procedures established in the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry covering the U.S.A. and Canada. (The Green Book.)

## ARTICLE 3.000 UNION SECURITY

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

- 3.200 The Company will co-operate with the Member Unions in providing employment to their members and the Unions agree to assist the Company by all means in their power to secure necessary skilled and competent workmen.
- 3.300 When any Member Union cannot supply qualified people within forty-eight (48) hours of the date requested, (Saturday, Sunday and holidays excluded), then the Company may secure other qualified people. The Company may immediately put them to work with direction to the people that they are employed subject to union membership and advice forthwith to the appropriate Business Agent that the people are on the job. Workers hired through this provision, or through the provisions of Article 19.303, will make application for membership to the appropriate Local Union within thirty (30) days of hire and must remain members in good standing throughout their employment.

## ARTICLE 4.000 SCOPE OF WORK

- 4.100 The scope of this Agreement covers all work of a maintenance nature (as defined in Article 5) and all underground work in the mine sites noted in Appendix 'C', assigned by the Owner to the Company and performed by the employees of the Company covered by this Agreement.
- 4.200 The scope of this Agreement does not cover work performed by the Company of a new construction nature which is work required to erect new facilities in which event, the work shall be done in accordance with existing building construction agreements.
- 4.300 All sub-contractors to the Company under this Agreement shall abide by the terms and conditions of this Agreement, and said sub-contractor(s) will recognize Article 3.000 as contained in this Agreement.

## ARTICLE 5.000 DEFINITIONS

- 5.100 All work performed by the Company on existing equipment and machinery, including all associated work in a given plant, shall be maintenance. This shall include replacement of existing individual items of machinery and equipment with new units, including all associated work. It is understood that this concept would not include replacement of an entire process system installation in a facility in order to increase production.
- 5.200 Addition of spare machinery or equipment may be done under the Maintenance Agreement provided it is for debottlenecking purposes. Example: There are two existing pumps. Both pumps are required to run at all times to maintain full production. A spare may be added for the purpose of having one pump down for maintenance.
- 5.300 The word "repair" used with the terms of this Agreement and in connection with maintenance, is work requested to restore by replacement or by revamp of parts of existing facilities to efficient operating conditions.
- 5.400 Changes to existing units for reasons of feed stock changes or fuel changes shall be maintenance.
- 5.500 The word "renovation" used within the terms of this Agreement and in connection with maintenance, is work required to change by replacement or by "revamp" of parts of existing facilities to efficient operating conditions.

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

## ARTICLE 6.000 GRIEVANCES

6.100 It is agreed that it is the spirit and intent of this agreement to address grievances promptly. All grievances, but not those pertaining to jurisdictional disputes, covering the interpretation, application, operation, terminations, or alleged violation of this collective agreement that may arise on any work covered by this agreement must be initiated in writing within ten (10) calendar days of the incident and shall be handled in the following manner:

6.101 Step I Between the aggrieved Employee/Craft Steward and the Employer foreperson/Supervisor.

A standard GPMC/NMC grievance form must be filled out by the Craft Steward/ Employer at this step. Grievance forms will be provided by the Company at the jobsite, or they may be downloaded from the General Presidents' Maintenance Committee website at [www.gpmccanada.com](http://www.gpmccanada.com)

If the grievance is not settled within seven (7) calendar days, then the grievance may be advanced to Step II. Written notice must be provided when advancing to the next step.

6.102 Step II Between the aggrieved employee, the Craft Steward and/or Local Union Business Representative and the Foreperson, the Supervisor, and the Project Manager.

If settlement is not achieved within seven (7) calendar days at Step II, the grievance may be advanced to Step III. Written notice must be provided to the International Union Representative and the Employer Representative when advancing to the next step.

Timelines may be extended upon written agreement by both parties.

6.103 Step III Between the International Union Representative and the Labour Relations Manager or the highest official of the Employer.

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

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

Timelines may be extended upon written agreement by both parties.

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

Submissions from both the Union and the Employer to the grievance panel must include a copy of the grievance form, as indicated in 6.101, names of all grievors affected by the grievance and any other relevant information or documents pertaining to the grievance. Please note that the remedy requested by either party must clearly identified in writing on the grievance form.

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

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

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

- 6.105 Step V If any dispute or grievance concerning the interpretation, application or violation of this agreement cannot be settled through the procedure described above, the matter may be submitted by the Union or the Employer to arbitration for adjudication within ten (10) calendar days.
- 6.200 As an alternative to the provisions of Article 6.105, a single Arbitrator may be appointed by mutual agreement of the parties.
- 6.300 Grievance forms will be provided by the Company at the jobsite.

## ARTICLE 7.000 UNION REPRESENTATION

- 7.100 The designated Union Representative of the Member Union shall be permitted to visit on the job after reporting to the senior Representative of the Company on the job, but will not interfere with the progress of the work.
- 7.200 Whenever security regulations prevent access to any job or project, the Company or its Representative, will give all possible assistance to the Union Representative in obtaining the necessary pass or permission to gain access to such job or project.

## ARTICLE 8.000 STEWARDS

- 8.100 A Steward shall be a qualified worker appointed by a Member Union and confirmed in writing to the Company when designated as a Steward and also when ceasing to act as Steward. Duties shall be to deal with grievances and such matters normally handled by a Union Steward subject to the terms of this Agreement.
- 8.200 At lay-off, the Job Steward will be one of the last five (5) employees on the job provided they are 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.

## ARTICLE 9.000 WAGES

- 9.100 Wage rates for maintenance work shall be \$0.75 cents per hour less than those 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 other legal tender. With the agreement of the Council wages may be paid bi-weekly.
- 9.200 Employees who are laid off or terminated from the services of the Company shall normally receive their final wages, vacation pay due, and unemployment insurance record of earnings before they leave the jobsite.
- 9.300 It is recognized that there will be certain occasions when the above procedure is not possible. In these cases final wages, vacation pay due, and unemployment insurance record of earnings will be mailed to the employee's last recorded home address within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays.
- 9.400 Should the wages, etc., not be mailed within this time period the Company will pay a penalty of two hours pay per day until the mailing is made.
- 9.500 Should employees be short paid ten (10) or more hours or equivalent value on their weekly pay cheque or electronic deposit, the Company will provide a make-up payment no later than the third business day after the shortage was brought to their attention. Should this payment not be made, the applicable provisions of Article 9.400 above will apply.

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

Should the employee not submit a payroll query within three (3) weeks of the payroll error (miscalculation) the penalty payment two (2) hours per day will be applicable on day fifteen (15) from the submission of the query.

## ARTICLE 10.000 BENEFITS & OTHER MONETARY FUNDS

- 10.100 Welfare Funds, Pension Funds, Apprentice Training Funds, Provincial Building Trades Fund and other Union Monetary Funds called for in the Area Labour Agreement(s) shall be paid in accordance with the said Labour Agreement(s). Contributions to the U.A. Canadian Training Trust Fund are to be made under this agreement.
- 10.200 The Company and all Sub-Contractors to this Agreement shall contribute an amount of ten cents (\$0.10) per hour earned into the Administration Fund of the National Maintenance Council for Canada. This amount shall be remitted monthly in accordance with the 'Administration Fund Appendix' attached to this agreement.



## ARTICLE 11.000 COMPENSATION INSURANCE

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

## ARTICLE 12.000 HOLIDAYS

12.100 All time worked on the following holidays shall be paid at the rate of Double-time (2x).

1. New Year's Day	7. National Day for Truth & Reconciliation*
2. Louis Riel Day	8. Labour Day
3. Good Friday	9. Thanksgiving Day
4. Victoria Day	10. Remembrance Day
5. Canada Day	11. Christmas Day
6. Civic Holiday (1 <sup>st</sup> Monday in August)	12. Boxing Day

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

Should the Federal or Provincial government proclaim another Statutory Holiday, Parties to the agreement will meet to determine the new holiday's application for observance.

12.200 Holiday Observance Clarification:

When working the five (5) x eight (8) hour work week and the recognized holiday falls in the work week the holiday is observed on the day it falls. If the holiday falls on Saturday or Sunday, it is moved to the preceding Friday or the following Monday.

When working the four (4) x ten (10) hour work week and the recognized holiday falls in the work week it will be observed on the day it falls.

When working the four (4) x ten (10) hour work week Monday to Thursday and the recognized holiday falls on the Friday it will be moved to the preceding Thursday. Thursday is the double time day and Friday is the time and one-half day. If the holiday falls on Saturday or Sunday, it is moved to the following Monday.

When working the four (4) x ten (10) hour work week Tuesday to Friday and the holiday falls on the Monday it is observed on the Tuesday. If it falls on Saturday or Sunday, it is observed on the preceding Friday or on the following Tuesday.

On the day of observance, the Company may either pay the workforce at double-time (2) or provide the day off.

On maintenance, the overriding factor is harmonizing statutory holidays with in-plant workers. Should the Owner determine another day be recognized for its people, this day will be recognized by Company forces. Employers will post the date to be observed no later than seven (7) days prior to the holiday

The National Day for Truth and Reconciliation will be observed per Article 12.100 above.

12.201 When a 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.

## ARTICLE 13.000 REPORTING TIME

13.100 When an employee reports for work, unless previously advised there is no work available, they shall be entitled to three (3) hours pay at the appropriate day or shift rate. Should the employee start work or be required to wait at the jobsite, they shall be paid for hours worked or actual waiting time past the three (3) hours minimum.

## ARTICLE 14.000 TRAVEL AND SUBSISTENCE

14.100 WINNIPEG

- a) Daily Travel: On those projects that are located outside of the thirty-five (35) radius kilometer free zone from the Winnipeg perimeter highway, employees will be paid a vehicle allowance at the rate established by the Canadian Revenue Agency per road kilometer from the edge of the perimeter highway to the project and return per day worked or reported for work.
- b) On projects that are located more than one hundred and twenty (120) radius kilometers from the Winnipeg perimeter highway employees will be entitled to subsistence payments of one hundred and sixty dollars (\$160.00) per day worked. On projects that are located more than three hundred and fifty (350) radius kilometers from the Winnipeg perimeter highway, subsistence will be paid on a seven day per week basis. Forfeiture of subsistence allowance due to absenteeism may be waived if the reason for absence is acceptable to the employer.

On a subsistence project, employees not residing in the area where the project is located will be eligible to receive one additional day of subsistence for either the day before commencing work or the day after completing the work assignment, where the project is greater than two hundred (200) road kilometers from the Winnipeg perimeter highway. 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).

Should an employee's reasonable costs exceed the subsistence rates established within this collective agreement, affected employees may submit verified receipts, in accordance with the Company's policy, for reimbursement of monies spent over the established subsistence rate.

The payment for subsistence will increase per the following schedule:

- Effective July 31<sup>st</sup>, 2023 – subsistence payment will increase to \$165.00
- Effective July 31<sup>st</sup>, 2024 - subsistence payment will increase to \$170.00
- Effective July 31<sup>st</sup>, 2025 – subsistence payment will increase to \$175.00

Initial and terminal travel to subsistence projects will be paid as follows from the Winnipeg perimeter highway:

120-200 Radius Kilometers	\$98.00 each way,
200-300 Radius Kilometers	\$139.00 each way,
300-375 Radius Kilometers	\$168.00 each way,
375-Plus Radius Kilometers	\$250.00 each way, or actual airfare if suitable proof of air transport is provided to the employer.

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 a vehicle allowance paid at the rate established by the Canadian Revenue Agency per road kilometer for each day worked or reported for work, from the edge of a 45 radius kilometer free zone around the project to the project and return.

14.300 On a subsistence project, employees domiciled outside a forty-five (45) radius kilometer zone around the job will be provided transportation to and from the job or a vehicle allowance paid at the rate established by the Canadian Revenue Agency per road kilometer for each day worked or reported for work, from the edge of the free zone to the temporary domicile and return.

14.400 THOMPSON AND FLIN FLON AREA RESIDENTS ONLY

- a) On those projects that are located 45 radius kilometers from Thompson and or Flin Flon City Halls, employees will be paid a vehicle allowance at the rate established by the Canadian Revenue Agency per road km from the edge of the free zone to the project and return for each day worked.
- b) On projects that are located more than one hundred and twenty (120) radius kilometers from the Thompson and or Flin Flon City Hall employees will be entitled to subsistence payments of one hundred and sixty dollars (\$160.00) per day worked. On projects that are located more than three hundred and fifty (350) radius kilometers from the City Hall Thompson and or Flin Flon subsistence will be paid on a seven day per week basis. Forfeiture of subsistence allowance due to absenteeism may be waived if the reason for absence is acceptable to the employer.

On a subsistence project, employees not residing in the area where the project is located will be eligible to receive one additional day of subsistence for either the day before commencing work or the day after completing the work assignment, where the project is greater than two hundred (200) road kilometers from Thompson and or Flin Flon City Hall. 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).

Should an employee's reasonable costs exceed the subsistence rates established within this collective agreement, affected employees may submit verified receipts, in accordance with the Company's policy, for reimbursement of monies spent over the established subsistence rate.

The payment for subsistence will increase per the following schedule:

- Effective July 31st, 2023 – subsistence payment will increase to \$165.00
- Effective July 31st, 2024 - subsistence payment will increase to \$170.00
- Effective July 31<sup>st</sup>, 2025 – subsistence payment will increase to \$175.00

Initial and terminal travel to subsistence projects will be paid as follows from the Winnipeg perimeter highway:

120-200 Radius Kilometers	\$98.00 each way,
200-300 Radius Kilometers	\$139.00 each way,
300-375 Radius Kilometers	\$168.00 each way,
375-Plus Radius Kilometers	\$250.00 each way, or actual airfare if suitable proof of air transport is provided to the employer.

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.

14.500 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 a vehicle allowance paid at the rate established by the Canadian Revenue Agency per road kilometer for each day worked or reported for work, from the edge of a 45 radius kilometer free zone around the project to the project and return.

14.600 On a subsistence project, employees domiciled outside a forty-five (45) radius kilometer zone around the job will be provided transportation to and from the job or a vehicle allowance paid at the rate established by the Canadian Revenue Agency per road kilometer for each day worked or reported for work, from the edge of the free zone to the temporary domicile and return.

## ARTICLE 15.000 WORK BREAKS

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.

## ARTICLE 16.000 WORK HOURS PER DAY, OVERTIME, AND OVERTIME MEAL BREAKS

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

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

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.

The employer may apply to the National Maintenance Council to establish non-standard working hours in order to align hours of work with the in-plant forces for on-going supplemental maintenance work. Upon receipt of written application, the Council will enter into discussions with the employer to establish such non-standard work hours as appropriate.

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

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

Employees working an afternoon shift defined as a shift starting after 8:00 a.m. and before 9:00 p.m. shall receive a shift premium of \$3.00 per hour for all hours worked.

Employees working a midnight shift defined as a shift starting between 9:00 p.m. and 2:00 a.m. shall receive a shift premium of \$.3.00 per hour for all hours worked.

Shift premium for afternoon and midnight shifts will increase per following schedule:

- Effective July 31<sup>st</sup>, 2023 – shift premium will increase to \$3.25 for all hours worked.
- Effective July 31<sup>st</sup>, 2024 - shift premium will increase to \$3.50 for all hours worked.
- Effective July 31<sup>st</sup>, 2025 – shift premium will increase to \$3.75 for all hours worked.

16.201 A "Long" shift system may be established when it is intended to operate the shift thirty (30) or more calendar days. "Long" shifts may be established on an eight (8) or ten (10) hour per day work week arrangement pursuant to Article 16.100.

16.202 All conditions pertaining to shift work on a "Long" shift will be as per Article 16.200 except that "Long" shifts may be established to provide for seven (7) day per week shift coverage and the above employees will have two (2) consecutive days off per week in lieu of Saturday and Sunday.

16.203 Should the Long Shift be cancelled before thirty (30) calendar days payment conditions will be pursuant to Article 16.100 and 16.200.

16.300 All time worked before and after the established work day of eight (8) or ten (10) hours, Monday through Friday and all time worked on Saturdays, Sundays and Recognized holidays, as listed in Article 12.000 of the Agreement shall be paid for at overtime rates as follows:

16.300 Overtime Conditions:

a) Five Eight Hour Days (5x8)

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	8 hours	Up to 2 hours	After 10 hours
Tuesday	8 hours	Up to 2 hours	After 10 hours
Wednesday	8 hours	Up to 2 hours	After 10 hours
Thursday	8 hours	Up to 2 hours	After 10 hours
Friday	8 hours	Up to 2 hours	After 10 hours
Saturday		Up to 10 hours	After 10 hours
Sunday			All hours
Stat Holiday			All hours

b) Four Ten Hour Day Option (4x10)

Monday to Thursday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	10 hours		After 10 hours
Tuesday	10 hours		After 10 hours
Wednesday	10 hours		After 10 hours
Thursday	10 hours		After 10 hours
Friday		Up to 10 hours	After 10 hours
Saturday		Up to 10 hours	After 10 hours
Sunday			All hours
Stat Holiday			All hours

Tuesday to Friday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday		Up to 10 hours	After 10 hours
Tuesday	10 hours		After 10 hours
Wednesday	10 hours		After 10 hours
Thursday	10 hours		After 10 hours
Friday	10 hours		After 10 hours
Saturday		Up to 10 hours	After 10 hours
Sunday			All hours
Stat Holiday			All hours

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

16.500 Overtime Meal Breaks: When an employee works beyond ten (10) hours per day they 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 (4) ten (10) 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) they 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) they shall be entitled to a meal break when overtime work exceeds four (4) hours.

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

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

16.501 When forepersons are required to:

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

16.600 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.

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

16.800 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 they will be paid overtime rates for all hours worked in excess of the first eight (8) until such time as the employee does have eight (8) continuous hours off.

## ARTICLE 17.000 SAFETY

17.100 The Employees covered by the terms of this Agreement shall at all times while in the employ of the Company be bound by the safety rules and regulations as established by the Owner, Company, applicable Council Member Labour Agreement and applicable Provincial or Federal Regulations, Acts and Laws.

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

necessary protective clothing required for working conditions which are exceptional or would lead to speedier deterioration of personal clothing, than under normal or usually accepted working conditions.

17.300 All Employers signatory to this agreement commit to support the Canadian Safety Achievement Awards (CS2A) program through the submission of nominations annually.

## ARTICLE 18.000 APPRENTICES

18.100 The Company will make every effort possible to employ a minimum of 25% apprentices, per designated trade classification, of the number of Journeypersons on the project, unless varied by mutual agreement between the Company and Union as job conditions warrant. The parties to the agreement recognize that the above established apprentice to journeyperson percentage is contingent on the availability of apprentices through the local union hall.

## ARTICLE 19.000 HIRING AND TRANSFER OF PEOPLE

19.100 The Company agrees to hire or transfer people in any territory where work is being performed or is to be performed in accordance with the procedures established in the Local Area Labour Agreement by each Council affiliate. In reference to the 48 hour rule, Article 3.300 applies.

19.200 As a minimum, the Employer shall have the right to transfer the foreperson between plant locations or where work is being performed.

19.300 Local residents will be given priority of employment provided such resident meets the following criteria:

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

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

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

-Income Tax Assessment

-Property Tax Assessment

-Unemployment Insurance

-Utilities Receipt

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

- (i) Qualified union members who are local residents.
- (ii) Qualified local residents.



- (iii) Qualified union members residing outside of the local area.

#### 19.400 Employer Online Orientation & Onboarding

If an employer requires an employee to complete online orientation and on-boarding, where applicable, the Employer shall estimate a reasonable amount of time to complete the online orientation and on-boarding. The Employer shall pay an allowance for completing the course(s) equal to that time estimated multiplied by the employee's straight time total package hourly rate.

#### Client Online Orientation & Onboarding

Employees will be compensated for the prescribed amount of time, multiplied by their straight time total package hourly rate, for completing any Owner / Client online orientation, onboarding or basic training courses required of an employee.

The Employer will identify the prescribed amount of time required for each course and include this information on the manpower request sent to the Local Union. The prescribed amount of time for each course shall also be forwarded to the administrative office of the GPMC and the Maintenance Contractors Association. These Parties will review the documentation to ensure the time allocated is uniform for all Employers.

When a job call is cancelled, and employees at the direction of the Employer have completed the required course(s), this Article shall apply and those affected shall be compensated. Alternatively, compensation will not be provided to employees who complete the required course(s) but fail to report for duty.

## ARTICLE 20.000 CREW SIZE, SUPERVISION AND FOREPERSON

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

## ARTICLE 21.000 LOCKOUT AND WORK STOPPAGE

- 21.100 There shall be no lockout by the Company, and no work stoppages by the Union.
- 21.200 In the event that local agreements terminate and no agreement is reached regarding wages, the Company, in order that continuity of work shall be maintained agrees as follows:
  - 21.201 Should a work stoppage occur in negotiating the local agreement, the employees of the affected unions will be paid the appropriately adjusted wage rate and benefits negotiated in the new agreement, on a retroactive basis to the date of the work stoppage or the effective date of the new wage rate whichever is the earlier.
  - 21.202 Should no work stoppage occur in negotiating the local agreement, the employees of the affected unions will be paid the appropriately adjusted minimum wage rate and benefits negotiated in the new agreement on the effective date of the new wage rate. This is to ensure against any work stoppage on this project which would be caused by a breakdown of local negotiations.

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

## ARTICLE 22.000 MANAGEMENT CLAUSE

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

## ARTICLE 23.000 TRADE CO-OPERATION

23.100 Maintenance conditions do not always justify adherence to craft lines which, in itself, does not establish precedent or change the appropriate jurisdiction of the crafts involved. Composite or mixed crews may be formed where conditions warrant. It is understood that all employees will work together harmoniously as a group and as directed by the Company.

## ARTICLE 24.000 DURATION AND TERMINATION OF AGREEMENT

24.100 The duration of the Agreement will be four (4) years from October 9<sup>th</sup>, 2022, to May 31<sup>th</sup>, 2026, and shall continue from year to year thereafter unless notice of desire to negotiate changes or termination is given by either party at least sixty days (60) prior to such anniversary date.

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

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

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

# APPENDIX A

## SIGNATORY UNIONS

### VICE PRESIDENT

International Association of Heat & Frost Insulators & Allied Workers

### CANADIAN DIRECTOR

International Vice President and Regional Manager C&E Canada  
Labourers International Union of North America

### DIRECTOR OF CANADIAN AFFAIRS

International Union of Bricklayers & Allied Craft Workers

### GENERAL PRESIDENT

International Union of Operating Engineers

### GENERAL PRESIDENT

United Brotherhood of Carpenters & Joiners of America

### GENERAL PRESIDENT

International Union of Painters and Allied Trades

### VICE PRESIDENT

Operative Plasterers & Cement Masons International Association

### DIRECTOR OF CANADIAN AFFAIRS

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

### GENERAL PRESIDENT

International Brotherhood of Electrical Workers

### GENERAL PRESIDENT

International Brotherhood of Teamsters

### DIRECTOR OF CANADIAN AFFAIRS

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

### GENERAL VICE PRESIDENT

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

# APPENDIX B

## SIGNATORY EMPLOYERS

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

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

- ABCO Supply and Services Ltd.
- Atlantic Plant Installation Canada Inc.
- CIMS Limited Partnership
- Evtex Field Services.
- GMA Industrial Inc.
- Jacobs Catalytic Limited
- LML Industrial
- Northwest (Thompson) Ltd.
- Park Derochie Coatings
- Reppsco Services Ltd.
- DMS, Derksen Mechanical Services.
- RKM Services Ltd.
- Sunny Corner Enterprises Inc.

# APPENDIX C

The Agreement applies to maintenance projects in the Province of Manitoba.

# APPENDIX D

## GENERAL UNDERSTANDINGS

- 1) The Parties agree to review the operations of the Collective Agreement after twelve (12) months.

# ADMINISTRATION FUND

## NATIONAL MAINTENANCE COUNCIL FOR CANADA

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

Remittances to the National Maintenance Council for Canada must include an additional 5% (GST) to be remitted along with the National Maintenance Council for Canada monthly remittances.

### NOTICE TO CONTRACTORS

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

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

ATTENTION: Brett McKenzie, Executive Director