



National Maintenance Council for Canada
LEADERS IN UNIONIZED MAINTENANCE

National Maintenance Council for Canada

2022 Hamilton National Maintenance Agreement Renewal

TERMS OF SETTLEMENT

Following discussions with affected Local Unions and Signatory Employers, the National Maintenance Council for Canada has finalized the renewal of the Hamilton National Maintenance Agreement in place at the following locations:

Air Products & Chemicals, Nanticoke, Ontario
ADITYA Birla Carbon Canada Ltd., Hamilton Ontario
GM Canada, St. Catharine's, Ontario
Hercules Canada (2002) Inc., Burlington, Ontario
Lakeside Steel Corporation, Welland, Ontario
Stelco, Hamilton, Ontario
Stelco, Nanticoke, Ontario
Vertis Communications, Stevensville, Ontario

Below are the following changes to the agreement. All other provisions of the agreement remain "as is."

1. MAINTENANCE JURISDICTION DISPUTE RESOLUTION PLAN – ARTICLE 2.300
--

EXISTING LANGUAGE:

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.

AMENDED LANGUAGE:

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. Should an Agreement not be reached between the affected trades; the matter may be referred to the Maintenance Jurisdiction Dispute Resolution Plan under the terms of this Agreement for adjudication. 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.



2. GRIEVANCE PROCEDURE UPDATE - ARTICLE 6.000

EXISTING LANGUAGE:

6.100 All grievances, other than those pertaining to jurisdiction, will be handled in the following manner.

Step 1 Between the Company's Supervisor and the Union Steward at the job site.

Step 2 Between the Member Union Representative and the Company's Supervisor at the job site.

Step 3 Between the International Union Representative and the Labour Relations designate of the Company.

Step 4 If the parties are unable to affect an amicable settlement or adjustment of any grievance or controversy, such grievance or controversy shall be submitted for negotiation between a Committee of the Unions signatory to this Agreement and Senior Officials of the Company for a decision to become effective immediately.

Step 5 Failure at Step 4 above to reach a decision shall constitute a basis for a submittal of the question to arbitration for a binding decision.

All grievances shall be filed within ten (10) calendar days after the alleged grievance has arisen. Grievances shall be appealed to the next higher step within ten (10) calendar days after the meeting in the lower step.

AMENDED LANGUAGE:

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

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 7.101, names of all grievors affected by the grievance and any other relevant information or documents pertaining to the grievance. Please note that the remedy requested by either party must be 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.



3. FINAL PAY CHEQUE & ROE - ARTICLE 9.200

EXISTING LANGUAGE:

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.

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

Should the wages etc., not be mailed within this time period the Company will pay a penalty of two and one-half (2 ½) hours pay per day until the mailing is made. Complaints/grievances with respect to non-receipt of wages, etc., must be raised on a timely basis, in any event, not more than ten (10) working days, exclusive of Saturdays, Sundays, and Holidays, from date of termination.

AMENDED LANGUAGE:

9.200 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. Employees who quit will have their final pay and employment record of earnings mailed or deposited no later than the date of the next regular pay day for the earnings involved.

It is recognized that there will be certain occasions when the above procedure is not possible for terminated or laid off employees. 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 or electronically deposited within three (3) working days exclusive of Saturdays, Sundays, and Statutory Holidays. El Record of Employment (ROE's) may be filed electronically, or at the employee's written request be mailed to the employees' last recorded home address within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays.

Should wages, vacation pay, and employment insurance record of earnings not be mailed or filed electronically within this time period, the Company will pay a penalty of two and one-half (2.5) hours per day, exclusive of Saturdays, Sundays and Statutory Holidays, until the mailing is made.

9.300 Complaints/grievances with respect to non-receipt of wages, vacation pay due and employment insurance record of earnings must be raised on a timely basis, in any event, not more than ten (10) working days, exclusive of Saturdays, Sunday and Holidays from date of termination.



4. SHORT PAY CHEQUES PENALTY PAY - ARTICLE 9.300

ADD NEW LANGUAGE:

9.400 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 9.200 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 and one-half (2.5) 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 of two and one-half (2.5) hours per day will be applicable on day fifteen (15) from the submission of the query.

5. ADMINISTRATION FUND TRANSITION REMITTANCES TO EFT – ARTICLE 10.200

EXISTING LANGUAGE:

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.

AMENDED LANGUAGE:

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.



National Maintenance Council for Canada
LEADERS IN UNIONIZED MAINTENANCE

NEW LANGUAGE FOR ADMINISTRATION FUND APPENDIX:

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

Remittances to the National Maintenance Council for Canada must include an additional 13% (HST) 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, Suite 100
Kitchener, Ontario
N2H 2P4

ATTENTION: Brett McKenzie, Executive Director

6. STATUTORY HOLIDAY CHARTS, NATIONAL DAY FOR TRUTH AND RECONCILIATION & FEDERAL/PROVINCIAL PROCLAMATION LANGUAGE – ARTICLE 12.100

EXISTING LANGUAGE:

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

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



AMENDED LANGUAGE:

12.100 The following days will constitute the recognized holidays within the terms of this agreement. All time worked on the following holidays shall be paid at the rate of double time.

1. New Year’s Day	5. Canada Day	9. Thanksgiving Day
2. Family Day	6. Civic Holiday	10. Christmas Day
3. Good Friday	7. Labour Day	11. Boxing Day
4. Victoria Day	<u>8. National Day for Truth & Reconciliation*</u>	

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

Any other holiday proclaimed by either the Provincial or Federal government will be automatically recognized within this Agreement. Should the Federal or Provincial government proclaim another Statutory Holiday, Parties to the agreement will meet to determine the application for the new holiday’s observance.

7. INCREASE TO REPORTING TIME – ARTICLE 13.100

EXISTING LANGUAGE:

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 be required to be on the jobsite past the minimum two (2) hours, he shall be paid a minimum of four (4) hours pay at the appropriate day or shift rate. Should the employee be required to be on the jobsite past the minimum of four (4) hours, he shall be paid a minimum of eight (8) hours pay at the appropriate day or shift rate.

AMENDED LANGUAGE:

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 be required to be on the jobsite past the minimum three (3) hours, they shall be paid a minimum of four (4) hours pay at the appropriate day or shift rate. Should the employee be required to be on the jobsite past the minimum of four (4) hours, they shall be paid a minimum of eight (8) hours pay at the appropriate day or shift rate.



NMC

National Maintenance Council for Canada
LEADERS IN UNIONIZED MAINTENANCE

8. FIFTEEN (15) MINUTE BREAKS ON EIGHT (8) HOUR SHIFT - ARTICLE 15.100

EXISTING LANGUAGE:

15.100 It is agreed that all employees covered by this Agreement will be permitted ten (10) minutes in each half of their respective shifts to drink coffee or refreshments on the job in the area or areas designated by the Company. Employees will also be allowed a ten (10) minute break at the end of the regular day before proceeding into overtime work. It is, however, understood that this shall be done in such a manner as to not stop the normal operation of the job.

AMENDED LANGUAGE:

15.100 It is agreed that all employees covered by this Agreement will be permitted fifteen (15) minutes in each half of their respective shifts to drink coffee or refreshments on the job in the area or areas designated by the Company. Employees will also be allowed a fifteen (15) minute break at the end of the regular day before proceeding into overtime work. It is, however, understood that this shall be done in such a manner as to not stop the normal operation of the job.

9. PENALTY FOR WORKING THROUGH LUNCH BREAK ON REGULAR 5 X 8'S OR 4 X 10'S – ARTICLE 16.102

ADD NEW LANGUAGE:

16.102 An employee, who is requested to work through his scheduled noon lunch period on a regular eight (8) or ten (10) hour day and the lunch period provided falls beyond the staggered one (1) hour allowance, will be paid an additional one half (1/2) hour at the straight time rate.

10. SHIFT PREMIUM PAY – ARTICLE 16.200

EXISTING LANGUAGE:

16.200 Employees working a day shift defined as a shift starting from 7:00 a.m. up to and including 9:00 a.m. shall work eight (8) hours for eight (8) hours pay.

Employees working an afternoon shift defined as a shift starting after 9:00 a.m. and before 9:00 p.m. shall receive a shift premium of 12 percent (12%) of the hourly base rate for a maximum of eight (8) hours or ten (10) hours when working the four (4) ten (10) hour shift option. Shift premium will not be paid on shifts worked on Saturdays, Sundays, recognized holidays, as listed in Article 12.000 of the Agreement, and the earned day off when working the four (4) ten (10) hour shift option.



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 twenty percent (20%) of the hourly base rate for a maximum of eight (8) hours or ten (10) hours when working the four (4) ten (10) hours shift option. Shift premium will not be paid on shifts worked on Saturdays, Sundays, recognized holidays, as listed in Article 12.000 of the Agreement, and the earned day off when working the four (4) ten (10) hour shift option.

Employees working on a second shift of which the major portion of the total hours scheduled falls after midnight will be paid the midnight shift premium.

The mid-shift lunch break will be one half (1/2) hour on day shift and will be unpaid. On afternoons and midnights, the mid-shift lunch break will be paid at straight time.

AMENDED LANGUAGE:

16.200 Employees working a day shift defined as a shift starting from 7:00 a.m. up to and including 9:00 a.m. shall work eight (8) hours for eight (8) hours pay. The mid-shift lunch break will be one half (1/2) hour on day shift and will be unpaid.

An afternoon shift shall be defined as a shift starting after 9:00 a.m. and before 9:00 p.m. A midnight shift shall be defined as a shift starting between 9:00 p.m. and 2:00 a.m. On afternoons and midnights, the mid-shift lunch break will be paid at straight time.

When an Employer is working a three (3) shift system Employees working the afternoon shift shall receive a shift premium of fifteen percent (15%) of their hourly base rate. Employees working the midnight shift shall receive a shift premium of twenty percent (20%) of their hourly base rate. Employees working on a second shift where greater than fifty percent (50%) of the total hours scheduled fall after midnight will be paid the midnight shift premium.

When an Employer is working a two (2) shift system Employees working on either the afternoon or midnight shift shall receive a shift premium of twenty (20%) percent of their hourly base rate.

Shift premium shall be paid at a maximum of eight (8) or ten (10) hours when working the four (4) ten (10) hour shift option. Shift premium will not be paid on shifts worked on Saturdays, Sundays, recognized holidays, as listed in Article 12.000 of the Agreement, and the earned day off when working the four (4) ten (10) hour shift option.

11. MINIMUM SHIFT PROVISIONS – ARTICLE 16.201
--

ADD NEW LANGUAGE:

16.201 Once existing employees have commenced their regularly scheduled work week, should an employee be asked to change shifts, during that same work week, from days to nights or nights to days, those affected will be paid at double-time (2x) for all hours unless three (3) consecutive shifts are worked.

12. MOVING OVERTIME CONDITIONS TO CHART FORM – ARTICLE 16.300
--

EXISTING LANGUAGE:

16.300 All time worked before and after the established work day of eight (8) or ten (10) 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. Double-time is to be paid for hours worked thereafter.

Time and one half (1 1/2) for the first five (5) hours Saturday, or first day off, double-time (2) thereafter. Sundays and Holidays will be paid for at the rate of double time.

AMENDED LANGUAGE: (NO CHANGES MADE TO OT CONDITIONS – IMPLEMENTED CHART FORM FOR CLARITY)

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 5 hours	After 5 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 5 hours	After 5 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 5 hours	After 5 hours
Sunday			All hours
Stat Holiday			All hours

13. CALL-IN PAY FOR UNSCHEDULED NON-DAY SHIFTS – ARTICLE 16.301

ADD NEW LANGUAGE:

16.301 When an employee is called-in for an unscheduled non-day shift, those affected will be paid at double-time (2x) for all hours worked.

14. OVERTIME MEAL ALLOWANCE RATE & JUMP-TIME – ARTICLE 16.600

EXISTING LANGUAGE:

16.600 Overtime Meal Breaks: When an employee works overtime at the conclusion of and continuous with the regular work day defined in Article 16.100 and 16.200, he shall be entitled to a meal and a meal break when overtime work exceeds two (2) hours.

The meal break after the regular day will normally be after two (2) hours overtime and subsequent meal breaks approximately each four (4) hours thereafter. However, it will be the prerogative of the Company, in conjunction with the job stewards to arrange meal breaks for efficiency and convenience of the job.

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 Call-Out Overtime (overtime work performed other than continuous with the regular work day or Scheduled overtime) he/she shall be entitled to a meal break when overtime work exceeds four (4) hours.

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

All overtime meal breaks will be twenty (20) minutes in duration and will be paid for at the applicable overtime rate. However, in calculating entitlement to a meal, the twenty (20) minute break shall not count as overtime work.



16.600 The Company's obligation in respect to a meal entitlement shall be discharged by providing the employee with a meal up to a value of \$20.00. If it is impractical for the employer to supply a meal, their entitlement will be discharged by providing a payment in lieu at a rate of \$20.00.

AMENDED LANGUAGE:

16.600 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 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 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 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 the applicable overtime rate. 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 providing the employee with a meal up to a value of \$20.00. If it is impractical for the employer to supply a meal, their entitlement will be discharged by providing a payment in lieu at a rate of \$20.00.~~



16.602 It is understood that while the best possible situation is to provide an overtime meal and take a thirty (30) minute break paid at the applicable overtime rate, 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-five dollars (\$25.00) as a meal allowance.

(ii) a payment of thirty (30) minutes at applicable overtime rates in lieu of the meal break;
and;

(iii) a fifteen (15) minute rest break at the applicable rate of pay.

Effective July 1, 2025, the meal allowance payment will increase to thirty (\$30.00) dollars. The Council may review this amount during the lifetime of this Agreement.

15. APPRENTICE RATIOS – ARTICLE 19.100

EXISTING LANGUAGE:

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

AMENDED LANGUAGE:

19.100 The Company will employ a minimum of 25% apprentices, per designated trade classification, of the number of Journeypersons on the project. The Employer will do their best to accommodate the apprentice percentage above 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.

16. PAYMENT FOR CLIENT AND CONTRACTOR ONLINE ORIENTATION – ARTICLE 20.300

ADD NEW LANGUAGE:

20.300 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.

17. DURATION OF COLLECTIVE AGREEMENT – ARTICLE 24.100

EXISTING LANGUAGE:

24.100 This Agreement shall become effective January 1, 2018 and will remain in full force and effect until December 31, 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.

AMENDED LANGUAGE:

24.100 The duration of the Agreement will be four (4) years from July 1, 2022, to June 30, 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.

18. IMPROVED COMMUNICATION – UPDATE TO APPENDIX D ITEMS OF UNDERSTANDING –

ADD NEW LANGUAGE:

Improved Communication:

It is understood that the Council will inform annually the operations management team at each of the locations listed in "Appendix C" of language changes which take effect or other clauses contained within this agreement.

Employers will be responsible for providing to the Council contact information for the operations management team at each location listed in Appendix C.



19. LAKE ERIE STEEL PER DAY TRAVEL PAYMENT – APPENDIX D

EXISTING LANGUAGE:

Lake Erie Steel Only

In an effort to attract tradespeople, employees at Lake Erie Steel required to work on scheduled outages up to 24 hours in duration, will be reimbursed \$30.00 per day for travel cost. This undertaking will be in effect for the duration of this Agreement and reviewed at expiry. Local Unions will be advised that this provision is in effect when employees are assigned and or ordered.

Interpretation of Application of Lake Erie Steel \$30.00 Per Day Travel Payment

The following interpretation was discussed with signatory employers and local union representatives at a Hamilton Building Trades Council meeting March 21, 2007, and clarifies the appropriate application of understanding in Appendix D of the agreement.

1. The payment will be made for all employees, including existing employees, who are assigned to a scheduled production outage to last no more than 24 hours.
2. Short duration, emergency outages are not covered by this policy.
3. Employees engaged in pre-or post shutdown work will be paid the travel cost during eligible outages, but not for the pre-or post work days.
4. Should an outage run the scheduled 24 hours, it will still be considered an eligible outage. Travel payments will be made for eligible shifts within the scheduled 24-hour period.

AMENDED LANGUAGE:

Lake Erie Steel Only

In an effort to attract tradespeople, employees at Lake Erie Steel required to work on scheduled outages up to 24 hours in duration, will be reimbursed \$40.00 per day for travel cost. This undertaking will be in effect for the duration of this Agreement and reviewed at expiry. Local Unions will be advised that this provision is in effect when employees are assigned and or ordered.

Parties to the agreement shall review the travel payment amount every twelve (12) months.

Interpretation of Application of Lake Erie Steel \$40.00 Per Day Travel Payment

The following interpretation was discussed with signatory employers and local union representatives at a Hamilton Building Trades Council meeting March 21, 2007, and clarifies the appropriate application of understanding in Appendix D of the agreement.

1. The payment will be made for all employees, including existing employees, who are assigned to a scheduled production outage to last no more than 24 hours.
2. Short duration, emergency outages are not covered by this policy.



3. Employees engaged in pre-or post shutdown work will be paid the travel cost during eligible outages, but not for the pre-or post work days.
4. Should an outage run the scheduled 24 hours, it will still be considered an eligible outage. Travel payments will be made for eligible shifts within the scheduled 24-hour period.

20. HOUSEKEEPING ITEMS

1.) Review Collective Agreements for Gender Neutrality:

- o Replace mentions of his, he, foreman, men etc.

2.) Move Article 16.500 to appropriate place underneath 16.100 where starting and quitting time language is located.

- o 16.500 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 workday of eight (8) or ten (10) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

3.) Add Canadian Safety Achievement Awards Language – New Article 18.300:

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

4.) Update to Appendix B – Signatory Employers:

- a. Remove:
 - i) Adam Clark Ltd.
 - ii) Comstock Canada Ltd.
- b. Change:
 - i) ~~Aecon Industrial Ltd.~~ Aecon Industrial Construction Services, a division of Aecon Construction Group Inc.

5.) Update to Appendix C – Client Locations:

- a. ~~Columbian Chemicals Canada Ltd~~ ADITYA Birla Carbon Canada Ltd., Hamilton, Ontario

6.) Language Review Sub-Committee:

- o The Parties to the Collective Agreement agree to establish a working sub-committee to review the amendments contained within this document to ensure accuracy. This sub-committee will also review the language related to each amendment and make recommendations for any changes that may be required. The language review sub-committee will review the collective agreement language to ensure gender neutrality.

The following individuals have been identified to sit on this Language Review sub-committee:

- 1) Victor Moffat
- 2) Sylvia Hitchcock
- 3) Tim Kargus
- 4) Glenn Hanson
- 5) Larry Richard
- 6) Mark Ellerker
- 7) Mike Malles
- 8) Brett M

In addition to the above, the following items need to be addressed by this Committee:

- 1.) **Manpower Shortage Protocol** (Discussion to commence no later than July 21, 2022)
 - a. Using the AcerlorMittal Dofasco Project Labour Agreement for reference the Sub-Committee will develop and implement similar language surrounding a manpower shortage protocol for the Hamilton NMA.

- 2.) **Layoff Protection for Joint Health & Safety Committee Representative:** (Discussion to commence no later than July 21, 2022)
 - a. The Sub-Committee will develop and implement language providing lay-off protection for a Joint Health and Safety Committee Representative in cases where their respective trade union has ten or more employees working for a contractor.

- 3.) **Night Shift Steward:** (Discussion to commence no later than July 21, 2022)
 - a. The Sub-Committee will develop and implement language to allow a local union to appoint an acting steward for routine afternoon or midnight shifts as job conditions warrant. The acting steward will not have layoff protection and this Article would not apply to one (1) or two (2) day shifts. (See IOL Nanticoke GPMA – Article 10.100)

22. UPDATED & POSTED COLLECTIVE AGREEMENTS

It is understood that the Administrative Office of the NMC will update and post the revised collective agreement to the website shortly.

Regards,



Brett McKenzie
Executive Director
GPMC / NMC