



National Maintenance Council for Canada
LEADERS IN UNIONIZED MAINTENANCE

National Maintenance Council for Canada

Manitoba Province Wide NMA Renewal (2022)

TERMS OF SETTLEMENT

Following discussions with affected Local Unions and Signatory Employers, the National Maintenance Council for Canada has finalized the renewal of the Manitoba Province Wide National Maintenance Agreement. Below are the following changes to the agreement. All other provisions of the agreement remain “as is.”

1. AFL-CIO LANGUAGE – 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. 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.)

AMENDED LANGUAGE:

- 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.)

2. GRIEVANCE PROCEDURE UPDATE – ARTICLE 6.000

EXISTING LANGUAGE:

- 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 or the Local Union in 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. Grievance forms will be provided by the Company at the Jobsite.

- 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 in which the grievance occurs.

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 in which the grievance occurs 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 judgement.

The majority or unanimous decision of the Board of Arbitration shall be final and binding and accepted by both parties for the duration of the Agreement.

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

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

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

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

- 6.200 As an alternative to the provisions of Article 6.105, a single Arbitrator may be appointed by mutual agreement of the parties.
- 6.300 Grievance forms will be provided by the Company at the jobsite.



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 for Canada 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 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.

3. PENALTY PAY SHORT PAY CHEQUES - ARTICLE 9.500

ADD NEW LANGUAGE:

- 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.

4. 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 (\$.10) per hour earned into an Administration Fund as approved by the National Maintenance Council for Canada and at the request of the participating International Union one other Industry Administration Fund per trade, not to exceed the amount in effect as of July 1, 1994. The given amount will be specified in the individual trade appendix. Such Industry Administration Fund will be submitted to the appropriate Association.

AMENDED LANGUAGE:

- 10.200 The Company and all Sub-Contractors to this Agreement shall contribute an amount of ten cents (\$.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.

~~At the request of the participating International Union one other Industry Administration Fund per trade may be payable, not to exceed the amount in effect as of July 1, 1994. The given amount will be specified in the individual trade appendix. Such Industry Administration Fund will be submitted to the appropriate Association.~~

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 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, Suite 100
Kitchener, Ontario
N2H 2P4

ATTENTION: Brett McKenzie, Executive Director

5. NATIONAL DAY FOR TRUTH AND RECONCILATON – 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, Louis Riel Day, Good Friday, Victoria Day, Canada Day, Civic Holiday (1st Monday in August), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

AMENDED LANGUAGE:

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



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|---|--|
| 1. New Years 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 st Monday in August) | 12. Boxing Day |

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.

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.

6. STAT HOLIDAY OBSERVANCE CLARIFICATION – ARTICLE 12.200

EXISTING LANGUAGE:

- 12.200 Should any of the above listed holidays occur on a Saturday or Sunday, such holiday shall be observed on the Monday or Tuesday following unless changed by mutual agreement between the Company and the Union Representative.

AMENDED LANGUAGE:

- 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.

7. UPDATE 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 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.

AMENDED LANGUAGE:

13.100 When an employee reports for work, unless previously advised there is no work available, he 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, he shall be paid for hours worked or actual waiting time past the three (3) hours minimum.

8. TRAVEL AND SUBSISTENCE – ARTILE 14.000

EXISTING LANGUAGE:

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 fifty-two (\$0.52) cents 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 twenty dollars (\$120.00) 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).

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

120-200 Radius Kilometers	\$84.00 each way,
200-300 Radius Kilometers	\$120.00 each way,
300-375 Radius Kilometers	\$144.00 each way,
375-Plus Radius Kilometers	\$216.00 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 daily travel payments of fifty-two cents (\$0.52) 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 paid fifty-two cents (\$0.52) 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 fifty-two cents (\$0.52) 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 twenty dollars (\$120.00) 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).

Initial and terminal travel to subsistence projects will be paid as follows:

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375-Plus Radius Kilometers	\$216.00 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 daily travel payments of fifty-two cents (\$0.52) 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 paid fifty-two cents (\$0.52) per road kilometer for each day worked or reported for work, from the edge of the free zone to the temporary domicile and return.

AMENDED LANGUAGE:

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 31st, 2023 – subsistence payment will increase to \$165.00
- Effective July 31st, 2024 - subsistence payment will increase to \$170.00
- Effective July 31st, 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
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- Effective July 31st, 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.

9. WORK BREAKS ON TEN (10) 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 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.

AMENDED 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 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.

10. SHIFT PREMIUM – ARTILE 16.200

EXISTING LANGUAGE:

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 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 \$.3.00 per hour 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.

AMENDED LANGUAGE:

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. ~~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 \$.3.00 per hour for all hours worked. ~~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.~~

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

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

11. TRANSITION TO OT CHARTS – ARTILE 16.301
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EXISTING LANGUAGE:

16.301 Time and one-half (1-1/2) – for first two (2) hours worked Monday through Friday when working a 5 day 8 hour work week and for the first ten (10) hours worked on Saturday.

Time and one half (1 1/2) - for first ten (10) hours worked on the earned day off when working the four (4) ten (10) option and for the first ten (10) hours worked on Saturday.

Double-time (2) for all other hours worked and on Sundays and Recognized Holidays.

AMENDED LANGUAGE: (NO CHANGES MADE TO OT CONDITIONS)

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

12. FOREPERSON JUMP TIME - ARTICLE 16.501

EXISTING LANGUAGE:

16.501 When foremen are required to arrive at work up to 1/2 hour prior to the normal starting time of the shift to organize work and obtain permits, they shall not be entitled to a meal or meal break as per Clause 16.600 unless they work more than two (2) hours beyond the end of their normal shift.

AMENDED LANGUAGE:

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 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.

13. APPRENTICE RATIOS – ARTICLE 18.100

EXISTING LANGUAGE:

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

AMENDED LANGUAGE:

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.

14. CLIENT & EMPLOYER ONLINE ORIENTATION - ARTICLE 19.400

ADD NEW LANGUAGE:

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.

15. DURATION OF AGREEMENT - ARTICLE 24.100

EXISTING LANGUAGE:

24.100 This Agreement shall become effective June 6, 2011 and will remain in full force and effect until May 31, 2017, 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 October 9, 2022, to May 31st, 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.

16. HOUSEKEEPING ITEMS**1.) Review and Revise Collective Agreements for Gender Neutrality:**

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



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LEADERS IN UNIONIZED MAINTENANCE

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

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) 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:

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

4.) U.A. Canadian Training Trust Fund – Article 10.100:

- a. Remove this language from Article 10.100. This fund is payable already as it is carried on the wage schedule.

5.) Remove Boilermakers from Appendix A – Signatory Unions.

6.) Remove year / date from Appendix D – General Understandings

7.) 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 following individuals have been identified to sit on this Language Review sub-committee:

- 1.) Julien Lafleche
- 2.) Corey McNabb
- 3.) Mike Malles
- 4.) Brett McKenzie

The language review sub-committee will review the collective agreement language to ensure gender neutrality.

17. 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