



National Maintenance Council for Canada  
LEADERS IN UNIONIZED MAINTENANCE

# SERVICE AGREEMENT

Between the National Maintenance Council for Canada and all Contractors working on

Service, Repair, Revamp, Renovation and Upkeep at the

**PORT HAWKESBURY PAPER MILL, NOVA SCOTIA**

*Owned by Port Hawkesbury Paper Mill*

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# NATIONAL MAINTENANCE AGREEMENT

This Agreement is entered into this 1<sup>st</sup> day of January 2023

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 service, repair, revamp, renovation and upkeep work for

**PORT HAWKESBURY PAPER MILL**

hereinafter referred to as the "**OWNER**"

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 service 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.

Whereas, Port Hawkesbury Paper Mill has a commitment to a Pool of temporary employees.

Whereas, Port Hawkesbury Paper Mill will reduce this Pool of temporary employees through attrition, or as may be adjusted from time to time.

All references in this Agreement to the masculine gender should 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 Service 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) at the Owner's plant site(s).

## 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 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.

## 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 workers.
- 3.300 When any Member Union cannot supply qualified craft personnel within forty-eight (48) hours of the date requested, (Saturday, Sunday and holidays excluded), then the Company may secure other qualified craft personnel who must immediately apply for membership in the respective Unions before commencing work.
- 3.400 When an Employer in a Trade Division has work to be performed that is normally carried out by another Trade Division, then the employees required to do the work shall be hired from the union that normally supplied Tradespeople in the other Trade Division.

## ARTICLE 4.000 SCOPE OF WORK

- 4.100 The scope of this Agreement covers all work of a service nature (as defined in Article 5) assigned by the Owner to the Company and performed by the Employees of the Company covered by this Agreement, within the limits of the Owner's plant site (s).
- 4.200 The scope of this Agreement does not cover work performed by the Company of a new construction nature, where the total tender value exceeds Twenty Million Dollars (\$20,000,000.00) which is work required to erect new facilities in which event, the work shall be done in accordance with existing building construction agreements.
- The twenty million (\$20,000,000) dollar limit applies regardless of an individual contractor's tender value, regardless of whether the Owner or their consultant/manager decided to call tenders for their respective projects in phases and the dollar tender value of phases is maintaining the \$20 Million Dollar limit or less".
- 4.300 The Council and the Company understand that the Owner may, at their discretion, choose to perform or directly sub-contract work for any part or parts of the work necessary in their plant.
- 4.400 All sub-contractors to the Company under this Agreement shall abide by the terms and conditions of this Agreement, and said sub-contractor(s) will recognize Article 3.000 as contained in this Agreement.

## ARTICLE 5.000 DEFINITIONS

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

5.200 The term "existing facilities", used within the terms of this Agreement is limited to a constructed unit already completed and shall not apply to any new unit to be constructed in the future, where the total tender value exceeds Twenty Million Dollars (\$20,000,000.00) even though the new unit is constructed on the same property or premises.

The twenty million (\$20,000,000) dollar limit applies regardless of an individual contractor's tender value, regardless of whether the Owner or their consultant/manager decided to call tenders for their respective projects in phases and the dollar tender value of phases is maintaining the \$20 Million Dollar limit or less".

5.300 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 decision.

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

The base wage rate for maintenance work shall be set at 90% of Industrial Reference Agreement base wage rates plus 100% of the appropriate benefits contained in the above referenced Industrial Agreements.

## 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 for Canada 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.

## 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 appointed steward will be one of the last two (2) 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 service work shall be those as set forth in the Area Labour Agreement (as defined in Article 5.500) of the Member Union where such work is to be performed and shall be paid to all Employees under the terms of this Agreement, and wages shall be paid weekly by cheque, direct deposit, or other legal tender.

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.

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. EI Record of Employment (ROE's) may be filed electronically, or at the employer's option be mailed to the employees' last recorded home address within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays.

Should the wages and vacation pay not be deposited or mailed within this time period, the Company will pay a penalty of \$100.00 per day exclusive of Saturday, Sunday and Statutory Holidays from the date the shortage was brought to the Company's attention until the mailing is made.

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 9.300 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 \$100.00 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 one hundred (\$100.00) dollar per day will be applicable on day fifteen (15) from the submission of the query.



## ARTICLE 10.000 BENEFITS & OTHER MONETARY FUNDS

10.100 Vacation Pay & Statutory Holiday percentages/payments, Welfare Funds, Pension Funds, Apprentice Training Funds and other Union and Employer Monetary Funds called for in the Area Labour Agreement (as defined in Article 5.500) shall be paid in accordance with the said Labour Agreement (as defined in Article 5.500) except that no funds shall be paid on a basis which exceed the straight time and overtime provisions of this Agreement.

10.200 The Company and all Sub-Contractors to this Agreement shall 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 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 Years Day	7. National Day for Truth & Reconciliation*
2. Good Friday	8. Thanksgiving Day
3. Victoria Day	9. Remembrance Day
4. Canada Day	10. Christmas Day
5. Civic Holiday	11. Boxing Day
6. Labour Day	12. Nova Scotia Heritage 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.*

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.

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.

## 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 two (2) hours pay at the appropriate day or shift rate.
- 13.200 The work contracted will not be less than the equivalent of eight (8) hours at straight time pay per newly referred qualified Employee.

## ARTICLE 14.000 TRAVEL AND SUBSISTENCE

- 14.100 Daily Travel
- Employees domiciled outside of a fifty (50) radius kilometer free zone from the project shall be paid daily travel in accordance with the established CRA rates from the edge of the free zone to their home and return for each day reported for work. Payment of daily travel shall not be applicable for those receiving subsistence.
- 14.200 Eligibility for subsistence allowance in Article 14.100 will be based on a demonstrated need as jointly agreed among the applicable Union Business Manager and the Company prior to commencement of work, and on a duly completed written application per Appendix "D" Application for Subsistence.

## 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 shifts to drink coffee or refreshments on the job in the area or areas designated by the Company in an enclosed area with lunch tables, hand cleaner, and paper towels. It is, however, understood that this shall be done in such a manner that will not stop the normal operation of the job.

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

- 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.

By mutual consent of the Company and the Union Representative, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard work day of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

The regular workday of eight (8) hours, ten (10) hours or twelve (12) hours shall be scheduled between the hours of 6:00 AM and 8:00PM.

It is recognized that the standard work day of eight (8) hours and the forty (40) hour work week may, at the Owner's request, be altered where there is a requirement to interface with the Owner's work force.

In such situations, Employees will work the Owner's compressed work week hours of work, provided that the equivalent of a forty (40) hour work week will be achieved during the compressed work week cycle.

If the Employee is not given the opportunity to complete the compressed work week cycle, they will be paid at the prevailing overtime rate for all time worked beyond eight (8) hours per day during that cycle. Hours worked in excess of the compressed work week regular hours will be paid for at overtime rates in accordance with the conditions specified in Article 16.300. Specific overtime payment conditions will be established at the commencement of each compressed work week occurrence.

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

When establishing a four (4) day ten (10) hour work week, the Employer will advise the affected Local Union office that a four (4) day ten (10) hour option is in place and declare if it is a Monday to Thursday, or Tuesday to Friday work pattern.

16.200 When two (2) or three (3) shifts are employed, the first or day shift shall be established on an eight (8) hour worked basis, the second or afternoon shift shall be on a seven and one-half (7 1/2) hour worked day basis, and the third or night shift shall be established on a seven (7) hour worked day basis. The pay for a full shift on each of the above shifts shall be eight (8) times the hourly wage rate. A shift allowance of \$0.50 per hour on the afternoon or second shift and a \$0.75 per hour shift allowance on the night or third shift shall be applicable.

In the event an Employee works less than the established hours for a shift, they shall receive a proportionate part of the shift allowance, if any, based on hours worked.

Second and third shifts shall work over into Saturday a.m. on the above basis in order to complete their shift.

Shift allowance is applicable to regular hours only; it is not paid on overtime. Excluding one (1) day and two (2) day shutdowns.

It is understood the lunch breaks are unpaid.

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

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	4 hours	After 12 hours
Tuesday	8 hours	4 hours	After 12 hours
Wednesday	8 hours	4 hours	After 12 hours
Thursday	8 hours	4 hours	After 12 hours

Friday	8 hours	4 hours	After 12 hours
Saturday			All 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	2 hours	After 12 hours
Tuesday	10 hours	2 hours	After 12 hours
Wednesday	10 hours	2 hours	After 12 hours
Thursday	10 hours	2 hours	After 12 hours
Friday		12 hours	After 12 hours
Saturday			All 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		12 hours	After 12 hours
Tuesday	10 hours	2 hours	After 12 hours
Wednesday	10 hours	2 hours	After 12 hours
Thursday	10 hours	2 hours	After 12 hours
Friday	10 hours	2 hours	After 12 hours
Saturday			All 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 Meals: Except where the Employer has notified an Employee at least two off hours before their required reporting time, an Employee required to work outside their scheduled hours will be provided for a meal when:

- a) When they are to work more than 2 hours beyond the end of their scheduled eight (8) hour or ten (10) hour day shift;
- b) They are to work more than one hour beyond the end of their scheduled Twelve (12) hour day shift or
- c) They are called in for more than four (4) hours.

If required to remain at work after becoming eligible for a meal under this provision, an Employee shall be entitled to an additional meal every four (4) hours of continuous work thereafter.

An Employee who elects to take a meal allowance in lieu of a meal such allowance shall be included in the pay for the next regular pay period as follows:

Meal Allowance as spelled out in the: "Area Labour Agreement"

## ARTICLE 17.000 TRANSPORTATION

- 17.100 At plant locations where private transportation is not permitted, the company shall furnish transportation that provides shelter from inclement weather from the gate to the job site and back to the gate, when said distance is one-half (1/2) mile or more. If transportation is required, the Company shall transport employees to the point where such employees were picked up not later than ten (10) minutes after the shift. When employees are transported to the pick-up point after the ten (10) minutes noted above overtime will apply.

## ARTICLE 18.000 SAFETY

- 18.100 The Employees covered by the terms of this Agreement shall at all times while in the employ of the Company be bound by the safety rules and regulations as established by the Owner, Company, applicable Council Member Area Agreement, or applicable Safety Laws.
- 18.200 All Employers signatory to this agreement commit to support the Canadian Safety Achievement Awards (CS2A) program through the submission of nominations annually.

## ARTICLE 19.000 APPRENTICES

- 19.100 The Company will make every effort possible employ a minimum of 20% 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 20.000 HIRING AND TRANSFER OF CRAFT PERSONNEL

- 20.100 The Company agrees to hire workers in any territory where work is being performed or is to be performed in accordance with the procedures outlined by each Council affiliate, which will include recall as specified in the reference area labour agreement. In reference to the 48 hour rule, Article 3.300 applies.

The union agrees that members residing within a radius of 100 road kilometers of the site will have preference of employment when dispatching to the site.

For affiliated unions having jurisdiction limited to Cape Breton Island, the above 100 kilometer radius shall be extended onto Mainland Nova Scotia where members of that international union shall be referred to work before members of the local union outside the 100 kilometer radius will be referred to work. (Past practice on depositing travel cards etc. shall apply)

The Employer has the right to recall former employees and the former employees have recall rights to return to the site providing they haven't refused a call on two consecutive occasions.

It is recognized that certain members have specific skills and extensive experience gained on the Port Hawkesbury Mill Site. The unions undertake to dispatch members with such specialized skills and or site training when such qualifications are requested by the employer.

20.200 It is generally agreed the Company has the right to transfer Employees to work locations within the Union's geographic area with the prior permission of the Union Business Manager which will not be unreasonably withheld. Transfers are not permitted to displace existing Employees.

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 where applicable. The Employer shall pay an allowance for completing the course(s) equal to that time estimate, to a maximum of four (4) hours, multiplied by the employee's straight time total package hourly rate.

20.301 **Client Online Orientation & Onboarding**

Employees will be compensated at two and one-half (2 ½) hours multiplied by the straight time full package hourly rate for completing online site orientation and indoctrination training.

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 21.000 CREW SIZE, SUPERVISION AND FOREMEN**

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

21.200 The determination of the number of foremen on service work, and their designation as working or non working foremen, shall be the responsibility of the Company in accordance with the Company's Contract with the Owner. The selection and retention of foremen will be the responsibility of the Company. The appointment of foremen in charge of composite or mixed crews will take into account the nature of the work to be done.

**ARTICLE 22.000 LOCKOUT AND WORK STOPPAGE**

22.100 There shall be no lockout by the Company, and no work stoppages by the Union, however, the Company agrees that it will pay retroactive to the expiration date of the previous area contract any monetary increase of the Area Labour Agreement in the area. In the event of an unauthorized strike, the Union agrees to use reasonable efforts to cause the workers involved to return to work upon receipt of written notice from the Company of the existence of any such strike. This paragraph shall be enforced only to the extent permitted by applicable law.



22.200 It is agreed the work force in effect on any site will not be increased or employed on work that is affected as a result of a construction strike or lockout.

## ARTICLE 23.000 MANAGEMENT CLAUSE

23.100 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, the determination of the competency and qualifications of their Employees, and the right to discharge or lay-off any Employee for just and sufficient cause, provided however, that no Employee shall be discriminated against. These provisions do not prohibit the Union's right to the peaceful exercise of grievance procedure if, in it's judgment, the spirit and intent of this Agreement has been violated.

## ARTICLE 24.000 DURATION AND TERMINATION OF AGREEMENT

24.100 This Agreement shall become effective January 1<sup>st</sup>, 2023 and will remain in full force and effect until December 31<sup>st</sup>, 2025 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.

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

**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

### GENERAL PRESIDENT

Labourers International Union of North America

### INTERNATIONAL VICE PRESIDENT

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

### GENERAL PRESIDENT

International Union of Operating Engineers

### DIRECTOR OF CANADIAN AFFAIRS

International Union of Bricklayers & Allied Craft Workers

### GENERAL PRESIDENT

International Union of Painters and Allied Trades

### GENERAL PRESIDENT

United Brotherhood of Carpenters & Joiners of America

### DIRECTOR OF CANADIAN AFFAIRS

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

### VICE PRESIDENT

Operative Plasterers & Cement Masons International Association

### GENERAL PRESIDENT

International Brotherhood of Teamsters

### GENERAL PRESIDENT

International Brotherhood of Electrical Workers

### GENERAL VICE PRESIDENT

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

### DIRECTOR OF CANADIAN AFFAIRS

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



# APPENDIX B

## SIGNATORY EMPLOYERS

The following listed Employers are signatory to the Service Agreement in place at Port Hawkesbury Paper Mill.

The list may be amended from time to time as service work is awarded by the Owner.

- A.B. Mechanical
- AllSteel Coating Ltd.
- AML Painting Ltd.
- Atlantic Automation Limited
- Conpac Construction Ltd.
- Guildfords Group of Companies
- Land and Sea Electrical & Mechanical Instrumentation Ltd.
- MacGregors Industrial Group
- McGregor's Custom Machining
- Raw Steel Fabrication
- Walkers Electric
- Strait Insurance Restoration Specialists Limited
- Sunny Corner Enterprises Inc.
- Channel Maintenance Services Limited

# APPENDIX C

## *PORT HAWKESBURY PAPER MILL APPLICATION FOR SUBSISTENCE (ARTICLE 14.200)*

[LINK TO SUBSISTENCE APPLICATION FORM](#)

# 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 15% (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**