



NMC

National Maintenance Council for Canada

LEADERS IN UNIONIZED MAINTENANCE

COLLECTIVE AGREEMENT

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

THE PROVINCE OF NEWFOUNDLAND AND LABRADOR

as agreed by the Council

INTERMITTENT VERSION

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NATIONAL MAINTENANCE AGREEMENT

This Agreement is entered into this 1st 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 maintenance, repair, revamp, renovation and upkeep work for

**VARIOUS INDUSTRIAL OPERATING FACILITIES
AS AGREED BY THE COUNCIL
AND LISTED IN APPENDIX C**

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

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

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

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

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

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

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

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

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 as listed in Appendix "C" of this Agreement.

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 personnel within forty-eight (48) hours of the date requested, (Saturday, Sunday and holidays excluded), then the Company may secure other qualified personnel who must immediately apply for membership in the respective Unions.

ARTICLE 4.000 SCOPE OF WORK

- 4.100 The scope of this Agreement covers all work of a maintenance nature (as defined in Article 5) assigned by the Owner to the Company and performed by the Employees of the Company covered by this Agreement, within the limits of the Owner's plant site.
- 4.200 The scope of this Agreement does not cover work performed by the Company of a new construction nature which is work required to erect new facilities in which event, the work shall be done in accordance with existing building construction agreements.
- 4.300 The Council and the Company understand that the Owner may, at 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 Maintenance shall be defined as any work (includes repair, renovation, revamp, upkeep, etc.,) performed within the limits of a plant property, or other locations related directly thereto on existing structures or equipment to keep a manufacturing, industrial facility and/or its equipment and machinery operating.
- All work performed by the company on existing equipment and machinery, including all associated work in a given plant, shall be maintenance. This shall include replacement of existing individual items of machinery and equipment with new units, including all associated work. It is understood that this concept would not include replacement of an entire process system installation in a facility in order to increase production.
- 5.200 Addition of spare machinery or equipment may be done under the maintenance agreement provided it is for debottlenecking purposes. Example: There are two existing pumps. Both pumps are required to run at all times to maintain full production. A spare may be added for the purpose of having one pump down for maintenance.
- 5.300 Changes to existing units for reasons of feed stock changes or fuel changes shall be maintenance.
- 5.400 In the event a dispute arises as to whether a work operation is new work or work falling within the scope of this Agreement, the matter shall be referred to the National Maintenance Council for final determination.
- 5.500 The term "Area Labour Agreement" or such term shall mean the existing Labour Agreement under which members of any of the International Unions who are members of this Council are employed in construction in the area where work under this Agreement is being performed.

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.

6.102 Step II 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 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 three (3) 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.
- 8.400 The Union Steward shall be one of the first three (3) persons hired on the job, and one of the last persons laid off, subject to ability and qualifications to perform the job.

ARTICLE 9.000 WAGES

- 9.100 Wage rates for maintenance work shall be \$0.75 per hour less than the base rates set forth in the Area Labour Agreement of the Member Union where such work is to be performed and shall be paid to all employees under the terms of this agreement.

Wages shall be paid weekly by cheque or electronic deposit.

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

Any enablement provisions made by the Local Unions to the wage rates or benefits packages and provided to contractors not signatory to the agreement will be extended to the NMA Employers when bidding the same or similar work packages. In these circumstances the Maintenance Base Rates will at the enabled rate and the seventy-five cent (\$0.75) reduction will not be applicable.

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 following: 1) the third business day for those utilizing electronic deposit and 2) the next payroll period for those receiving payment in cheque format 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 \$100.00 per day from the date the Company was notified.

ARTICLE 10.000 BENEFITS & OTHER MONETARY FUNDS

10.100 Welfare Funds, Pension Funds, Apprentice Training Funds and other Union and Employer Monetary Funds called for in the Area Labour Agreement(s) shall be paid in accordance with the said Labour Agreement(s) except that no funds shall be paid on a basis which exceed the straight time and overtime provisions of this Agreement.

10.200 The Company and all Sub-Contractors to this Agreement shall 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.

10.300 In case of death in the employee's immediate family (parents, spouse, children, grandparents, grandchildren, brothers and sisters, brothers-in-law and sisters-in-law, mother-in-law, and father-in-law), three (3) days bereavement leave with pay will be given for time lost from the Employer's regular scheduled hours. Such leave shall not be made for time that would not normally have been worked by the employee, and under no circumstances will pay be granted for overtime missed as a result of the absence.

The allowance to be made will be computed at the employee's regular straight time rate for a period not to exceed eight (8) hours per day when working a 5 x 8 work week and not to exceed ten (10) hours per day when working a 4 x 10 work week.

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. Any other holiday proclaimed by the Provincial Government will be automatically recognized within this Agreement.

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	

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

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.

12.201 When the four (4) ten (10) hour day option is being worked and a Holiday falls during the normal work week the maximum of thirty (30) hours per week shall form the basis of maximum straight time.

12.202 Holiday Observance Clarification:

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

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

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

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

Employers will post the date to be observed no later than seven (7) days prior to the holiday.

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. Should the employee start work or be required to wait at the jobsite, they shall be paid for hours worked or actual waiting time past the two (2) hours minimum.

ARTICLE 14.000 TRAVEL AND SUBSISTENCE

- 14.100 There shall be no room & board, travel allowance, mileage or pay for travel time applicable under this Agreement. The Company may however, under certain geographical and other conditions associated with some plant locations, pay an amount toward subsistence costs, to be established in conjunction with the National Maintenance Council.

ARTICLE 15.000 WORK BREAKS

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

Where a scheduled ten (10) hour day is established the rest or coffee breaks will be two (2) breaks of fifteen (15) minutes each.

ARTICLE 16.000 WORK HOURS PER DAY, OVERTIME, 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.

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.

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

16.101 When ten (10) hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two breaks of one half (½) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift.

In the event an Employee is not able to observe their break they shall be compensated in the following manner:

- a) On a straight time, day, the Employee will be compensated an additional thirty (30) minutes paid at the time and one-half rate.
- b) On an overtime day, the Employee will be compensated an additional thirty (30) minutes at the double-time rate.

The noon lunch period (paid break) will be one half (1/2) hour and may be staggered one (1) hour either way to accommodate production schedules and emergencies. The above penalty clauses outlined in 16.100 a.) and b.) will apply in instances when the staggered lunch hour (paid break) is moved greater than one (1) hour either way to accommodate production schedules and emergencies as identified in 16.100.

16.102 An employee, who is requested to work through their 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.

16.200 Employees working night shift, defined as shift starting after 5:00 p.m. shall receive a shift premium of 15% of the hourly base rate on all straight time hours worked.

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

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

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 4 hours	After 12 hours
Tuesday	8 hours	Up to 4 hours	After 12 hours
Wednesday	8 hours	Up to 4 hours	After 12 hours
Thursday	8 hours	Up to 4 hours	After 12 hours
Friday	8 hours	Up to 4 hours	After 12 hours
Saturday		Up to 4 hours	After 4 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	Up to 2 hours	After 12 hours
Tuesday	10 hours	Up to 2 hours	After 12 hours
Wednesday	10 hours	Up to 2 hours	After 12 hours
Thursday	10 hours	Up to 2 hours	After 12 hours
Friday		Up to 12 hours	After 12 hours
Saturday		Up to 4 hours	After 4 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 12 hours	After 12 hours
Tuesday	10 hours	Up to 2 hours	After 12 hours
Wednesday	10 hours	Up to 2 hours	After 12 hours
Thursday	10 hours	Up to 2 hours	After 12 hours
Friday	10 hours	Up to 2 hours	After 12 hours
Saturday		Up to 4 hours	After 4 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 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) or ten (10) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

16.600 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 the four ten-hour day option is worked, recognizing emergency situations will arise, if the Company has not scheduled in excess of the ten (10) hour shift, the Company shall be granted a one (1) hour extension where a meal and meal break are not required.

When an employee works Scheduled Overtime (work performed on Saturdays, Sundays and Holidays) they shall be entitled to a meal break when overtime work exceeds ten (10) hours.

When an employee works Short Notice Emergency Call-Out Overtime (overtime work performed other than continuous with the regular work day or Scheduled overtime) they shall be entitled to a meal break when overtime work exceeds four (4) hours.

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

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

16.601 When forepersons are required to:

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

16.602 It is understood that while the best possible situation is to provide an overtime meal and take a thirty (30) minute break at straight time rates, it is also recognized that there may be some situations where it is impractical to provide an overtime meal. When such events occur, the Company shall provide the employees:

- i) a payment of twenty dollars (\$25.00) as a meal allowance.
- ii) a payment of thirty (30) minutes at straight time rates in lieu of the meal break: and
- iii) a fifteen (15) minute rest break at the applicable rate of pay.

16.700 It is not intended that an employee shall work more than sixteen (16) hours in any given twenty-four (24) hour period therefore it is established that the employee must have eight (8) continuous hours off between regular shifts or they will be paid overtime rates for all hours worked in excess of the first eight (8) until such times as they does have eight (8) continuous hours off.

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

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 jobsite and back to the gate, when said distance is one-half (1/2) mile or more.

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 Where the Contractor determines after an employee had been hired, that the nature of the work will require the employee to be supplied with specific safety equipment to safely perform their duties, all such safety equipment and/or devices shall be supplied, at the Contractors expense, in accordance with the intended use. The contractor will ensure that safety equipment designed specifically for women is available to those female trades workers referred to site. Notwithstanding the foregoing, the Contractor shall provide to each employee upon commencement of employment, the following specific articles for use by the employee in the course of their employment on the Project:

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

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

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

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

ARTICLE 20.000 HIRING AND TRANSFER OF PERSONNEL

20.100 The Company will hire based on the local hiring procedures outlined in Trades NL Area Labour Agreements for each trade/trade discipline. Layoffs shall be conducted so as to maintain 50/50 ratios, provided the remaining workers are qualified to perform the remaining work.

20.200 Welding Testing

When welders are hired on the Project, the Contractor shall be provided with a copy of the welder's existing and current welding certifications. When welders are hired on the Project, the Contractor hiring the welder shall compensate the applicable Local Union after referring the welder, five hundred (\$500) dollars for each welding certification ticket the welder is required to have to perform the work. The welder shall be reimbursed four (4) hours pay at the straight time rate of pay for each ticket to compensate for time involved in completing each certification test. In the event a welder is laid off and rehired by the contractor, or another contractor working on the project, the contractor or the other contractor shall not be required to pay the five hundred (500) dollars for each ticket and the welder shall not be reimbursed pay if the same welding tickets are required. The Contractor is responsible for the cost of Canadian Welding Bureau re-certifications if the certification expires more than one (1) year after the welder commences to work on the project. These re-certifications shall be without loss of pay to a maximum of one regularly scheduled workday at the employee's straight time rate of pay.

Boilermakers will follow the establish practice as outlined in their Local Reference Agreement.

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.

20.301 **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.

20.400 The Employer is required to conduct a pre-job information meeting prior to commencement of any work executed under this collective agreement. To help assist the Local Unions in securing the required craft persons, information including, manpower requirements, hours of work, camp and travel protocols, and any other relevant information will be provided to the committee.

Pre-job information meetings may be performed via teleconference/ video conference. It is the responsibility of the Employer to notify all International Unions, of the time and place of the pre-job conference.

Failure to comply with this Section is a violation of this agreement.

ARTICLE 21.000 CREW SIZE, SUPERVISION AND FOREPERSON

21.100 The crew size shall be any number of 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 forepersons on maintenance work, and their designation as working or non-working forepersons, shall be the responsibility of the Company.

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

21.300 Composite Crews. In an effort to ensure productivity and efficiency in performing the work, the Employer may utilize composite crews. Employees assigned to a composite crew are expected to work cooperatively to maximize productivity. The Employer agrees that an effort shall be made to ensure that supervision shall be representative of the trades employed and further, that the primary function of any worker shall be the trade for which they are qualified. The Foreperson leading the composite crew will be selected from the trade that comprises the majority numbers of the composite crew.

Decisions with respect to the assignment of work and the trade required to perform the work shall be made by the Employer, after consultation with the unions involved, and shall be based on a consideration of the following:

- skill, ability and qualifications required for performance of the work;

- safety, efficiency, cost, continuity and good management of the work; and

- core trade union competencies required to perform the work based upon the collective knowledge and practice of the Employer and the Unions involved.

There shall be no slowdown or work stoppages in respect to jurisdictional disputes. Jurisdictional disputes will not interfere in any way with the progress of work at any time

ARTICLE 22.000 LOCKOUT AND WORK STOPPAGE

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

22.200 In the event that local agreements terminate and no agreement is reached regarding wages, the Company, in order that continuity of work shall be maintained agrees as follows:

22.201 The employees of the affected unions will be paid the appropriately adjusted minimum wage rate and benefits negotiated in the new agreement on the effective date of the new wage rate. This is to ensure against any work stoppage on this project which would be caused by a breakdown of local negotiations.

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

ARTICLE 23.000 MANAGEMENT CLAUSE

- 23.001 The Company shall have full right to direct the progress of the work and to exercise all function and control, including, but not limited to, the selection of the kind of materials, supplies, or equipment used in the execution of the work, the determination of the competency and qualifications of 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 its judgment the spirit and intent of this Agreement has been violated.

ARTICLE 24.000 DURATION AND TERMINATION OF AGREEMENT

- 24.100 The duration of the Agreement will be three years from January 1, 2023 to December 31, 2025 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. Changes by mutual consent of the parties are not excluded during the lifetime of this agreement.
- 24.200 Amendments may be made at any time by mutual consent.

ARTICLE 25.000 ENABLEMENT PROVISION

- 25.100 The National Maintenance Council may, upon application from Employers, agree to approve enablement's to portions of this Agreement in order to meet the needs of specific projects or industry sectors or regions. The Council will establish a process to receive and review such requests.

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

APPENDIX A

SIGNATORY UNIONS

VICE PRESIDENT

International Association of Heat & Frost Insulators & Allied Workers

INT'L VP, CANADIAN DIRECTOR & REG. MGR. CE CDA

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 list may be amended from time to time as maintenance work is awarded to maintenance Employers by owners listed in Appendix 'C'.

- API Canada Inc.
- Babcock & Wilcox Canada Ltd.
- Blackhawk Industrial Services Inc.
- Getsco Technical Services Ltd.
- Guildfords 2005 Inc.
- Icon Insulation Atlantic Canada Inc.
- M & M Engineering Limited
- Saffway Scaffold Services Inc.
- C & E Refractories

APPENDIX C

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

NEWFOUNDLAND AND LABRADOR HYDRO AT HOLYROOD GENERATING STATION.

APPENDIX D

SITE ACCESS PROTOCOL-NEWFOUNDLAND HYDRO, HOLYROOD SITE NATIONAL MAINTENANCE AGREEMENT

- 1) It is recognized that representatives of the participating unions have access to the site, even though they may not have members working under the maintenance agreement at any given point.
- 2) It is recognized that Newfoundland Hydro controls the site and must approve each visit.
- 3) Local Union representatives who wish to visit the site are to contact the site representatives of the Employer they wish to visit.

Contact Person for API Canada – John Flynn, Tel #: (587) 337-1702

Contact Person for Guildford's – Jim Hewlett, Tel #: (709) 368-3134

Contact Person for Getsco – To be provided.

The Employer contact person will make arrangements with Newfoundland Hydro for site access and work out an acceptable time.

- 4) It is recognized that this process may take a bit of time to arrange and Local Union representatives are advised to contact the Company a reasonable time in advance of when they wish to visit.

APPENDIX E

WAGE AND BENEFIT SCHEDULES

- 1) The process for establishing maintenance rates in Article 9.100 and benefits in Article 10.100 will be as follows: Once the affected union and construction industry bargaining authority sign a memorandum covering the local area construction agreement and both ratify it, the new, appropriate rates and benefits will become effective on maintenance on the appropriate dates.

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APPENDIX F

NEWFOUNDLAND NMA EASEMENT/ENABLEMENT APPLICATION

LINK TO PDF APPLICATION FORM (APPENDIX F)

<https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:dc80bb82-312d-44fc-9412-23c79e4274a9>

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 General Presidents' Maintenance Committee 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 General Presidents' Maintenance Committee for Canada must include an additional 15% (HST) to be remitted along with the General Presidents' Maintenance Committee for Canada monthly remittances.

NOTICE TO CONTRACTORS

Contact the Administrative Office of the General Presidents' Maintenance Committee 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